



Office of the Clerk/Treasurer

W240N3065 Pewaukee Road
Pewaukee, WI 53072
(262) 691-0770 Fax 691-1798

**COMMON COUNCIL
MEETING NOTICE AND AGENDA
Monday, October 19, 2020
7:00 PM**

Common Council Chambers ~ Pewaukee City Hall
W240 N3065 Pewaukee Road ~ Pewaukee, Wisconsin

-
1. Call to Order and Pledge of Allegiance
 2. Public Comment - Please limit your comments to two (2) minutes, if further time for discussion is needed please contact your District Alderperson prior to the meeting.
 3. Consent Agenda
 - 3.1. Approval of the Common Council Meeting Minutes Dated August 17th, 2020
 - 3.2. Approval of the Accounts Payable Listing Dated October 19th, 2020
 4. Discussion and Possible Action Regarding Klein Dickert (KD) Glass Development [Wagner]
 - 4.1 Consideration to Approve the First Reduction in the Letter of Credit from \$264,000.00 to \$26,400.00 (A Reduction of \$237,600.00)
 - 4.2 Consideration to Approve a \$26,400.00 Cash Escrow Agreement for the Klein Dickert Glass Company Development to Replace the Existing \$264,000.00 Letter of Credit
 - 4.3 Consideration to Approve **Resolution 20-10-23** to Accept Klein Dickert Glass Public Improvements
 5. Discussion and Possible Action Regarding the Final Plat for the Proposed Swan View Farms Subdivision Located at W239 N4024 Swan Road (PWC 0871-996) [Fuchs]
 6. Discussion and Possible Action to Extend the Lake Patrol Services Contract with the Village of Pewaukee Until 2026 [Klein]
 7. Discussion and Possible Action Regarding **Ordinance 20-08** [First Reading] Related to the Increase of the Hotel Tax from 6% to 8% Beginning January 1, 2021 [Klein]
 8. Public Comment - Please limit your comments to two (2) minutes, if further time for discussion is needed please contact your district Alderperson prior to the meeting.
 9. Adjournment

Kelly Tarczewski
Clerk/Treasurer

October 16, 2020

NOTICE

This in-person meeting will have the option to attend virtually or by phone due to the Governor's Emergency Safer At Home order due to the COVID-19 virus.

To attend this meeting virtually or by phone please stop by Pewaukee City Hall or contact Kelly Tarczewski, City Clerk, 262-691-0770, tarczewski@pewaukee.wi.us **before 3 P.M. on the date of the meeting** for directions. Meeting materials are available at <https://pewaukee.novusagenda.com/AgendaPublic/>.

It is possible that members of other governmental bodies of the municipality may be in attendance to gather information that may form a quorum. At the above stated meeting, no action will be taken by any governmental body other than the governmental body specifically referred to above in this notice.

Any person who has a qualifying disability under the Americans with Disabilities Act that requires the meeting or materials at the meeting to be in an accessible format must contact the Clerk/Treasurer, Kelly Tarczewski, at (262) 691-0770 three business days prior to the meeting so that arrangements may be made to accommodate your request.

**CITY OF PEWAUKEE
COMMON COUNCIL AGENDA ITEM 3.1.**

DATE: October 19, 2020

DEPARTMENT: Clerk/Treasurer

PROVIDED BY:

SUBJECT:

Approval of the Common Council Meeting Minutes Dated August 17th, 2020

BACKGROUND:

FINANCIAL IMPACT:

RECOMMENDED MOTION:

ATTACHMENTS:

Description

CC Minutes 8/17/2020

In Attendance:

Mayor Steve Bierce, Aldermen C. Brown, B. Dziwulski, R. Grosch, J. Kara and J. Wamser. Alderman B. Bergman was absent and excused.

Also in Attendance:

Attorney L. Martell, Administrator S. Klein, DPW Director M. Wagner, Utility Manager J. Mueller, City Planner & Community Development Director N. Fuchs and Clerk/Treasurer K. Tarczewski.

1. Call to Order and Pledge of Allegiance

Mayor Bierce called the meeting to order at 7:00 p.m.

2. Public Comment

Jeff Hunholz (N28W22542 Foxwood Lane) stated that Zignego violated their conditional use last Saturday with noise after 5:00pm. He was concerned about noise, increased traffic, line site of visibility and decreased property values. He was upset that there was no discussion on the Council level and very dissatisfied. He was disappointed in the Aldermen who seem to defend the conditional use permit rather than representing and listening to constituents.

3. Consent Agenda

3.1. Approval of the Common Council Meeting Minutes Dated June 15th, 2020

3.2. Approval of the Accounts Payable Listing Dated August 17th, 2020

Ms. Brown requested Item #3.1 be removed for discussion.

A motion was made and seconded (J. Wamser, R. Grosch) to approve the accounts payable listing dated August 17th, 2020. Motion Passed: 5-For, 0-Against.

3.1 Approval of the Common Council Meeting Minutes Dated June 15th, 2020

Ms. Brown noted a typo related to the spelling of Tyler Pasdera's name.

A motion was made and seconded (C. Brown, J. Kara) to approve the Common Council meeting minutes dated June 15th, 2020 with the noted correction.

Motion Passed: 5-For, 0-Against.

4. Discussion and Possible Action Regarding the Letter Received from the Waukesha County Department of Parks and Land Use Requesting that the City Waive \$1,300.00 in Development Application Fees for a Petition of Rezoning, an Application for Site and Building Plans, and a Variance Application as Well as Engineering Review Fees and Any Other Publication Costs Relating to the Construction of the Pewaukee to Brookfield Trail.

Mr. Fuchs stated he received a letter from Waukesha County requesting the application fees be waived. Staff looked at the trail and acknowledge this trail will serve the City of Pewaukee residents and Waukesha County, but felt the County should pay the publication fees. Mayor Bierce asked if we have done anything like this with the County before. Mr. Fuchs was not aware of anything. Mr. Kara stated there are three letters in the packet from the County asking us to reduce fees and one

saying they are going to shift the \$8000 cost to us and the other saying there will be no dividends for recycling.

Mr. Kara felt the letters that were sent were taking money from our pockets and taxpayers' pockets, but he will approve the recommendation. Mr. Fuchs stated he looked at the trail aspect, and in the spirit of cooperation for a County-wide project that is in Pewaukee.

Mayor Bierce stated this hasn't been in front of Plan Commission and he wondered if the City was waiving fees before we were even in favor. Mr. Fuchs stated staff reviewed the trail and Engineering still has to do a more in-depth review on grading. Mr. Grosch stated residents are concerned about the parking lot. Mr. Fuchs stated some revisions were made based on meetings with the County.

Mayor Bierce asked for a run down on the project, as this had never been before Common Council. Mr. Fuchs stated the project at the end of North Avenue will have a trail head, five parking spaces and a trail that will run south through a site that will be acquired and connect to a regional trail that runs through an abandoned railroad right-of-way.

Ms. Brown asked if we are losing tax base since it needs to be rezoned. Mr. Fuchs stated the land that will be acquired is primarily floodplain and wetland, and this project will need some approval. As it exists, someone could potentially work out a single-family lot, but the vast majority is wetland, so it is not really developable.

A motion was made and seconded (R. Grosch, J. Wamser) to approve the request for the Waukesha County Department of Parks and Land Use for waiving development fees for a petition of rezoning, an application for site and building plans and a variance application as well as Engineering review fees and any other publication costs relating to the construction of the Pewaukee to Brookfield Trail, but not refunding costs that the City incurs, contingent upon the project approval. Motion Passed: 4 – For, Nay -1 (Brown)

5. Discussion and Possible Action Regarding Water and Sewer Assessment Policies.

Ms. Wagner stated this is a continuation of the assessment policy and have been tweaking the policy due to unique circumstance on Oak Street with a home that is quite a distance off the road way. They had requested to see if there was any exemption for homes that are a certain distance away from municipal utility. After reviewing the policy, it was determined that the City has no policy exemptions from municipal utilities. Ms. Wagner stated she spoke with other communities and reviewed their assessment policies and discovered there no policies that have any exemption policies for homes that are any distance away from municipal services. The City's recommendation is that we do not have exemptions for long services. Ms. Wagner stated she understood that there is a cost associated with those. Water main systems are pressurized and you can get a pressurized system for sewer if a gravity feed doesn't work at the distance.

Ms. Wagner stated she does not work on the private side to know the costs and the City's preference would be that we do not have that type of exemption. As it would be difficult to enforce where the cut off would be for each property.

Mr. Kara stated the constituent has 466 feet from the service line and it's an affordability issue for the home owner. He understands it is hard to come up with a distance that is cut and dry and did not feel an ordinance is the right thing to do, but he felt the City needed to come up with something.

Ms. Brown stated she was interested in hearing what the Council has to say because it is a real challenge. Not only is it in her district but doesn't know when enough is enough. She questioned when money overlays footage or the later. She felt maybe there should not be an exemption, since it is hard to determine what that number should be.

Mr. Grosch asked if the home is currently run by sewer, Ms. Wagner confirmed that they do have sewer. Mr. Grosch asked if a homeowner would need to connect if cost is an extreme issue and if someone decides to build a new home. Discussion took place regarding home ownership changes. Ms. Brown stated nothing has been agreed upon. Ms. Wagner mentioned this was going to be brought back for future discussion with Council.

Mr. Kara stated he does not like exceptions as they cause problems for staff and for future Councils.

The owner of the property in question, Brad Oswald (W276N2830 Oak Street) was present. He stated when he first looked at this project he realized it was going to run \$150-\$200 per foot. If he would connect to Oak Street it is 420 feet and if goes west into Chicago Avenue it would be roughly 250 feet or possibly more and he had no idea how much it is going to cost. The property is valued at \$240,000.00 and the project after everything could cost \$200,000.00. He did not feel it was fair to sit and not know what to do, and he requested a decision to know where to go, and if there would be an exception.

Mayor Bierce stated he doesn't have a problem making exceptions. If the City makes this exception on Oak Street and Peninsula Drive we will have more people asking for an exception and it will cause more work for staff and the Common Council. Mayor Bierce felt it didn't make sense to charge someone with unique circumstances and he felt this feels like what an exception should be.

Mr. Kara stated the Oswald's don't know what the cost are and before we can make an exception we need to get solid information on the cost.

Mr. Dziwulski questioned what types of things exceptions would be made for if an exception is going to be made. Ms. Brown stated every circumstance could have an exception. Mayor Bierce felt the main goal is to be equal. Mr. Kara stated past decisions have been made that were not financially smart, so whatever criteria we make for exceptions has to meet the task. There is also a financial impact and Mr. Kara stated he is hoping for guidance from a consultant and options to make it more affordable for people.

Dan Teske (W244N4512 Swan Road) stated the City made an exception for his neighbor to the south due to being a distance back, but he still had to pay. He stated several meetings ago he was told he can't pass to son but now the City is saying people can. People are following rules and hooking up and paying extra but then other people have exceptions made. Neighbors are getting upset and not in favor of these exceptions. He questioned what would be done with the one to the south of him and James Craig.

Mr. Grosch asked how many municipalities were surveyed and if they have any policies or leniency. Ms. Wagner stated she contacted 12 communities, spoke with half and reviewed their ordinances and the City of Pewaukee has the most lenient policy. Other communities do not have exemptions for distances and have never given an exemption. Ms. Brown stated she would talk with the Oswald's along with the two alderman without noticing it as a meeting to see what they could come up with.

6. Discussion and Possible Action to Establish the 2021 Garbage and Recycling Fee Rate.

Brian Jongetjes from Johns Disposal was present for this item.

Ms. Wagner stated there is a decrease of two percent and Johns requested we maintain the 2020 rates for 2021 due to the increase in landfill volume. Ms. Wagner stated the County suspended the dividends received for recycling and cart reimbursement. Ms. Wagner discussed the rate of \$160.00 per household for the 2021 rate if we follow the contract or \$163.00 per home if we allow the request of Johns to hold the rates at the 2020 rate. Ms. Wagner stated the contract with John's goes through 2024. Ms. Wagner commented that the County sponsor's three eight yard recycling dumpsters at no cost in the yard but will no longer be sponsoring the dumpsters free of charge. If the City would like to continue, it would cost roughly \$8000.00 per year to have them emptied twice a week during the summer months and once a week in the winter. Ms. Wagner stated John's offered to sponsor those dumpsters for free if the City would go with John's request to keep the 2020 rates. Ms. Brown asked what the rate would be if the City kept the 2020 prices and increased the amount due to the dividends being taken away by the County. Ms. Wagner stated the amount would be \$161.00 for 2021 with the removal of the dividends and the \$8000.00 for dumpsters.

A motion was made and seconded (C. Brown, J. Wamser) to keep the contract with Johns at the 2020 rate. Motion Passed: 5-For, 0-Against.

7. Discussion and Possible Action to Approve the Final Engineer's Report for the Deer Haven Subdivision Phase 1 Paving Project and **Resolution 20-08-12**, Finalizing the Special Assessments

Ms. Wagner stated the issue with contractor has been resolved. The project came in under budget and met the cap for residential properties with an assessment of \$2481.00 per residential unit. Ms. Wagner asked the Council to finalize the assessment role, the Engineering report and to pass the Resolution so notices can be sent to property owners.

A motion was made and seconded (J. Wamser, C. Brown) to approve Resolution 20-08-12 and approve the final Engineering report. Motion Passed: 5- For, 0-Against

8. Discussion and Possible Action to Approve the Final Engineer's Report for the Five Fields Subdivision Phase 4 Paving Project and **Resolution 20-08-13**, Finalizing the Special Assessments.

Ms. Wagner stated the contractor finalized the full depth mill and overlay with curb repairs. The assessments met the cap and assessments will be \$2,481 for residential units. Some apartment buildings will be paying 100 percent of the assessment. Mayor Bierce asked why it took so long and if it had to do with not holding enough money back. Ms. Wagner stated it seems the project manager is not following through. Ms. Brown stated it's a quality issue and not paying subcontractors is a different type of quality. Mr. Dziwulski stated there are bigger issues with Payne and Dolan. Ms. Wagner stated these industries have a lot of turnover and are hurting.

A motion was made and seconded (J. Wamser, J. Kara) to approve the final Engineer's report and Resolution 20-08-13. Motion Passed: 5-For, 0-Against.

9. Discussion and Possible Action to Approve the Final Engineer's Report for the Milkweed Lane Speed Humps Paving Project and **Resolution 20-08-14**, Finalizing the Special Assessments.

Ms. Wagner stated this is the first assessment for this project and she requested the Council accept the final Engineer report and Resolution. Ms. Brown and Mr. Kara both stated they did not feel it was right for the residents to pay for it. Ms. Wagner stated the total of the assessment was \$139.55 to each property on Milkweed Lane in the area the speed humps were installed and that benefited from the improvement.

A motion was made and seconded (J. Wamser, R. Grosch) to approve the final Engineer's report and Resolution 20-08-13 related to the Milkweed Lane speed humps.

Motion Passed: 3-For, 2-Against (J. Kara, C. Brown).

10. Discussion and Possible Action to Approve the Final Engineer's Report for the Pewaukee Woods and Roundy's Industrial Parks Paving Project and **Resolution 20-08-15**, Finalizing the Special Assessments.

Ms. Wagner stated this project was 100 percent accessible to the adjacent property owners and located in a commercial area, and the properties would pay 100 percent of the assessments. Ms. Wagner asked for approval of the final Engineer report and approval of the final resolution, which will levy the final assessments. Mr. Kara asked if the project came in under budget. Ms. Wagner confirmed it had. Ms. Brown asked why the City and residents were paying almost \$23,000 out of City taxes for an industrial park. Discussion took place regarding page three of the packet showing the cost summary and City cost. Ms. Wagner stated there is some water, sewer and storm water utility costs. Ms. Wagner would like to review the project and bring it back to the Common Council at the next meeting with an explanation.

11. Discussion and Possible Action Related to Refunding the Reserve Capacity Assessment in the Amount of \$4,885.00 and Water Main Assessment Payment in the Amount of \$1,336.63 for the Property Located at W274 N2682 Oak Street (PWC 0936-143) as Requested by William Shockley.

Ms. Mueller stated Mr. Shockley came in to pay his assessment due to a bad well. Ms. Mueller received a phone call from Mr. Shockley's plumbing contractor who was concerned about the cumulative cost for a water lateral connection. The plumbing contractor recommended a long term solution instead of fixing the pressure tank and looked into connecting to municipal water. After further investigation and locating the water lateral, it was decided the value of home versus the benefit and cost would strip the value of the home. Ms. Mueller stated there is a large oak tree in the middle of yard that would have to be removed to install the lateral to the back of the house. Mr. Shockley has asked to have his funds reimbursed so he can pay to have well piping fixed rather than making the connection. Ms. Mueller stated the water main had been installed back in the 1980's and it was not part of the current project. Ms. Brown stated the new policy requires homeowners to pay for the pipe in front of the house. Ms. Wagner stated this was a developer financed project and was paid for.

Mr. Kara stated Mr. Shockley thought that paying the assessment and RCA was all he needed to pay to get hooked up and he was not aware of other plumbing costs. Mr. Kara asked if there were any other circumstances. Ms. Mueller stated the value of the home is \$39,000 and the land is \$69,000, for a total of \$108,000. Ms. Mueller stated she contacted the County to see if there were any financial resources available and there were no funds available on the County level. Mr. Kara asked what the total was that would go to the developer and Ms. Wagner confirmed it was \$1836.63. Mr. Kara asked if the RCA is to hook up to the lateral. Ms. Mueller stated it pays for the existing infrastructure, including the wells and the water tower.

Mayor Bierce stated this situation has nothing to do with the current projects and he felt it should be refunded. Mr. Kara asked what the rules were when it was put it. Ms. Mueller stated it was Lake Pewaukee Sanitary District and the Town created a water utility to serve the subdivision with a verbal agreement that the Town would never force the Lake Pewaukee Sanitary District customers to connect.

A motion was made and seconded (J. Wamser, B. Dziwulski) to authorize the refund of the RCA in the amount of \$4885.00 to Mr. Shockley. Motion Passed: 5-For, 0-Against.

12. Discussion and Possible Action to Change the Regular Common Council Meeting Scheduled for Monday, September 7, 2020 to Tuesday, September 8, 2020 Due to the Labor Day Holiday

Ms. Wagner stated there are pending items that require a meeting to be held. Ms. Wagner mentioned she needed to bring back the Pewaukee Woods project and award of an inlet contract. Ms. Tarczewski stated the auditor would also like to do the presentation of the audit. The Council agreed to Tuesday, September 8th for the next meeting.

13. Public Comment - None.

14. Adjournment

A motion was made and seconded (B. Dziwulski, J. Kara) to adjourn the meeting at 8:34 p.m.
Motion Passed: 5-For, 0-Against.

Respectfully Submitted,

Kelly Tarczewski
Clerk/Treasurer

**CITY OF PEWAUKEE
COMMON COUNCIL AGENDA ITEM 3.2.**

DATE: October 19, 2020

DEPARTMENT: Clerk/Treasurer

PROVIDED BY:

SUBJECT:

Approval of the Accounts Payable Listing Dated October 19th, 2020

BACKGROUND:

FINANCIAL IMPACT:

RECOMMENDED MOTION:

ATTACHMENTS:

Description

A/P 10/19/2020

Check Date	Check	Vendor Name	Description	Amount
Bank 100 GENERAL FUND CHECKING				
10/02/2020	104(E)	DIVERSIFIED BENEFIT SERVICES, INC.		1,327.91
10/02/2020	107(E)	WELLS FARGO	DEFERRED COMPENSATION	4,830.00 V
			Def Comp - ROTH 457	3,560.00 V
				8,390.00
10/05/2020	130020	AECOM TECHNICAL SERVICES, INC	ENG EMERALD LANE	572.52
			ENG STORMWATER MANAGEMENT PLAN	4,381.50
				4,954.02
10/05/2020	130021	ARC	SW PLOT BOND	18.00
10/05/2020	130022	ASPEN HOMES	BLD 191341 EROSION BOND REFUND	2,000.00
10/05/2020	130023	ASSESSMENTS USA	HR EXAMS	239.00
10/05/2020	130024	BANYON DATA SYSTEMS	IT POS TAX ENTRY SUPPORT	440.00
10/05/2020	130025	BRIAN HARMS	REIMBURSEMENT FOR LUMBER	62.16
10/05/2020	130026	CITY OF BROOKFIELD	SW PROJECT WW191	78,892.88
10/05/2020	130027	CHERYL CARAULIA	OFFICE HELP ELECTIONS	201.88
10/05/2020	130028	CHALLENGER BATTERY SERVICE	FD BATTERIES	420.01
10/05/2020	130029	CINTAS CORPORATION #184	FD MATS	61.14
10/05/2020	130030	OCCUPATIONAL HEALTH CENTERS OF THE	HR EXAMS	280.00
10/05/2020	130031	DAN PLAUTZ CLEANING SERVICE	HR CLEANING	2,790.00
10/05/2020	130032	DEMAND & PRECISION PARTS	P&R SINGLE RIM	80.00
10/05/2020	130033	ELEVITY	IT NEW NETWORK BACKUP SYSTEM	9,099.75
10/05/2020	130034	ELLEN GOLD-THOMAS	P&R PROGRAM REFUND	53.00
10/05/2020	130035	FIRST STUDENT	P&R BUS RENTAL	498.75
			P&R BUS RENTAL	106.87
			P&R BUS RENTAL	154.38
			P&R BUS RENTAL	427.50
			P&R BUS RENTAL	463.14
			P&R BUS RENTAL	142.50
			P&R BUS RENTAL	142.50
			P&R BUS RENTAL	154.38
			P&R BUS RENTAL	142.50
			P&R BUS RENTAL	332.50
			P&R BUS RENTAL	748.15
				3,313.17
10/05/2020	130036	FROEDTERT HEALTH /	HR WELLNESS	370.50
10/05/2020	130037	GALLS	FD STRYKE PAINT	154.82
10/05/2020	130038	GOLDER ASSOCIATES	G513 OVERPAYMENT REFUND	2.69
10/05/2020	130039	GRAINGER	ENG LINE MARKING PAINT	21.67
			ENG LINE MARKING PAINT	23.59
				45.26
10/05/2020	130040	GRENZ SERVICE CO. LLC	FD REPLACE PART ON BOILER	1,155.50
10/05/2020	130041	HAWKINS, INC.	SW CHEMICALS	2,875.38
10/05/2020	130042	JENSEN EQUIPMENT	SW PULLOVER BOOT	45.15
10/05/2020	130043	JK LAWN SERVICE	FD LAWN SERVICE	295.00
			FD LAWN SERVICE	285.00
				580.00
10/05/2020	130044	STACI JOERS	P&R COOKING WITH CLASS	324.00

Check Date	Check	Vendor Name	Description	Amount
10/05/2020	130045	JOHN'S DISPOSAL SERVICE	ENG AUGUST LANDFILL CHARGES	15,668.89
10/05/2020	130046	JOHNSON'S NURSERY	P&R WAGNER PARK SHRUBS	451.80
10/05/2020	130047	JUDY HUSCHKA	OFFICE HELP ELECTIONS	55.25
10/05/2020	130048	KINGS WAY HOMES	BLD 180332 EROSION BOND REFUND	2,000.00
10/05/2020	130049	LANGE ENTERPRISES, INC	BLD TILES	203.76
			BLD SIGNS	142.08
				345.84
10/05/2020	130050	LIFE-ASSIST INC	FD IV SOLUTION DEFIB PADS	176.50
			FD FIRST AID RESTOCK	191.32
			FD HEPA FILTERS	57.80
				425.62
10/05/2020	130051	LISA WIMMER	OFFICE HELP ELECTIONS	335.76
10/05/2020	130052	LITHO-CRAFT	SW BILLING STATEMENTS	263.00
10/05/2020	130053	MARY VERBURGT	OFFICE HELP ELECTIONS	76.50
10/05/2020	130054	MATRIX TRUST COMPANY	CT LOAN REPAYMENT PD 9/11/20	50.00
			CT LOAN REPAYMENT	50.00
				100.00
10/05/2020	130055	MENARDS	FD WATER	25.60
			SW DISTILLED WATER	14.22
			P&R PINE TAPERED SHIMS	7.45
			P&R PSC SIGN	38.01
			P&R FALL FROLIC	58.49
			P&R SOUTH PARK LIGHTS	9.87
			P&R WAGNER HOSE	69.98
				223.62
10/05/2020	130056	MILWAUKEE LAWN SPRINKLER CORP	P&R SPRING START UP	652.50
			P&R INSTALL NEW CABLE	805.77
			P&R ORIGINAL CONTRACT SUM	2,775.00
				4,233.27
10/05/2020	130057	NATIONWIDE RETIREMENT SOLUTIONS	PD 9/25/20 RETIREMENT	1,260.09
			RETIREMENT PD 9/11/20	1,260.09
				2,520.18
10/05/2020	130058	NEIL VERBURGT	OFFICE HELP ELECTIONS	76.50
10/05/2020	130059	NICK SCHOENAUER	TRAINING REFUND	290.00
10/05/2020	130060	OFFICE COPYING EQUIPMENT, LTD	CT SHARP MX 7580N CONTRACT	254.67
10/05/2020	130061	OFFICE DEPOT	FD OFFICE SUPPLIES	47.35
			FD OFFICE SUPPLIES	9.66
			FD USB FLASH	49.99
			BLD PLANNER PAPER	4.57
			BLD MANILA FOLDERS	12.29
			ENG OFFICE SUPPLIES	109.64
			ENG OFFICE SUPPLIES	24.83
			CT OFFICE SUPPLIES ELECTIONS	657.60
			P&R OFFICE SUPPLIES	49.40
				965.33

Check Date	Check	Vendor Name	Description	Amount
10/05/2020	130062	VILLAGE OF PEWAUKEE	SW LIFT STATION 1 OCT JOINT LIBRARY	20,417.00 69,501.00 <u>89,918.00</u>
10/05/2020	130063	POMP'S TIRE SERVICE, INC.	P&R TIRES FOR TRAILER	423.04
10/05/2020	130064	REBOUND	WELLNESS	7,650.00
10/05/2020	130065	RESCUE DIRECT	FD QUIK-LOK CARABINER	239.68
10/05/2020	130066	Strand Associates, Inc	SW GENERAL ON CALL SERVICES	414.12
10/05/2020	130067	TCIC, INC.	SW MOUNTING BRACKETS SW MIGRATION SWITCH REFUND	25,333.00 (2,040.00) <u>23,293.00</u>
10/05/2020	130068	TECHNICRAFT PRODUCT DESIGN INC	FD DOVETAIL SHOTGUN	267.30
10/05/2020	130069	TERACOM INC	REFUND ON OVERPAYMENT	36.99
10/05/2020	130070	TRUCK & AUTO ELEGANCE	SW WEATHERTECH MATS AND OTHER PARTS	544.26
10/05/2020	130071	ULINE	CT WIPES AND LETTER OPENER	288.83
10/05/2020	130072	VERIZON	FD TELEPHONE	21.06
10/05/2020	130073	WAUKESHA CO TREASURER	FD P25 PROGRAMMING	45.60
10/05/2020	130074	WISCONSIN LEGAL BLANK	SW ENVELOPES CT ELECTION ENVELOPES	436.00 5,088.00 <u>5,524.00</u>
10/05/2020	130075	WISCONSIN RURAL WATER ASSOC.	HR SAFETY	617.16
10/09/2020	103(E)	WE ENERGIES	ELECTRIC	8,119.86
10/09/2020	110(E)	DELTA DENTAL	Dental Clearing	1,766.01
10/09/2020	113(E)	DIVERSIFIED BENEFIT SERVICES, INC.	Flex Spend	1,376.95
10/12/2020	130076	AILCO EQUIPMENT FINANCE GROUP	IT HP SCANNER OCTOBER	412.00
10/12/2020	130077	AIRGAS USA	FD OXYGEN FD OXYGEN	174.41 74.48 <u>248.89</u>
10/12/2020	130078	ALI & HAMMAD LLC	IT SHIPPING	35.74
10/12/2020	130079	ALL CITY COMMUNICATIONS INC.	SW ANSWERING SERVICE	50.10
10/12/2020	130080	AT&T CAROL STREAM IL	CT TELEPHONE	1,326.91
10/12/2020	130081	AT&T MOBILITY	FD AIR CARDS	177.69
10/12/2020	130082	BROOKFIELD, TOWN OF	SW SEWER	1,215.83
10/12/2020	130083	CINTAS CORPORATION #184	FD MATS	130.41
10/12/2020	130084	CORE & MAIN LP	SW HYDRANT GREASE	330.00
10/12/2020	130085	DEPT OF NATURAL RESOURCES	SW TRAINING J. SMITH	45.00
10/12/2020	130086	DIAMOND VOGEL	HWY PAINT	1,240.08
10/12/2020	130087	DIVERSIFIED BENEFIT SERVICES, INC.	OCTOBER HRA	325.50
10/12/2020	130088	ELLIOTT ACE HARDWARE	SW ROUNDUP SW SW T-BALL HEX SW PLSTC SQZ BOTTLE FD SOCKET ADAPTER	21.99 83.85 17.98 1.91 7.99 <u>133.72</u>
10/12/2020	130089	FERGUSON WATERWORKS	SW PIPE	72.90
10/12/2020	130090	GALLS	FD CLOTHING	234.44
10/12/2020	130091	GREGG MARTIN INSTRUMENTATION	SW SENSOR AND CONVERTOR INSTALL	3,113.00
10/12/2020	130092	HAWKINS, INC.	SW CHEMICALS	3,660.06
10/12/2020	130093	HYDROCOP	SW MCC 2 YR	1,084.00

Check Date	Check	Vendor Name	Description	Amount
10/12/2020	130094	JK LAWN SERVICE	SW LAWN SERVICE	152.00
			SW LAWN SERVICE	244.00
				396.00
10/12/2020	130095	JULIANNE PANCZENKO	WATER BILL REFUND ACCT 17301	141.84
10/12/2020	130096	KINGS WAY HOMES	RCA REFUND	8,640.08
10/12/2020	130097	KWIK TRIP INC.	FD FUEL	2,888.70
10/12/2020	130098	LIFE-ASSIST INC	FD FIRST AID RESTOCK	621.72
			FD HERO WIPES AND OXYGEN REGULATOR	37.24
			FD CPAP FILTER	71.70
				730.66
10/12/2020	130099	LITHO-CRAFT	SW BILLING STATEMENT PAPER	218.00
10/12/2020	130100	MAYER REPAIR	FD CHAMBERS AND FUEL GALLON	1,049.08
			FD ALTERNATOR REPAIRS	1,812.87
				2,861.95
10/12/2020	130101	MENARDS	SW PUSH BROOM	19.94
10/12/2020	130102	NORTHERN LAKE SERVICE, INC	SW WATER TESTING	570.00
			SW WATER TESTING	80.00
			SW WATER TESTING	60.00
			SW WATER TESTING	20.00
			SW WATER TESTING	188.00
			SW WATER TESTING	80.00
			SW SWAN VIEW FARMS UPI INC SAMPLER	60.00
			SW WATER TESTING	60.00
			SW SWAN VIEW SAMPLER DF UPI	60.00
			SW WATER TESTING	44.00
			SW OAK ST/PENINSULA SOPER SAMPLER EH	20.00
			SW WATER TESTING	396.00
			SW OAK ST/PENINSULA SOPER EH SAMPLER	40.00
			SW OAK ST/PENINSULA SOPER SAMPLER EH	20.00
				1,698.00
10/12/2020	130103	OFFICE COPYING EQUIPMENT, LTD	FD SHARP MX3070N CONTRACT	65.01
10/12/2020	130104	OFFICE DEPOT	SW OFFICE SUPPLIES	101.11
10/12/2020	130105	VILLAGE OF PEWAUKEE	CT PARK & REC SEPT 2020	1,323.54
			CT LIFEQUEST SEPT 2020	22,692.60
				24,016.14
10/12/2020	130106	PHARMACEUTICAL RETURNS	FD PHARMACEUTICAL RETURNS	295.00
10/12/2020	130107	PUBLIC SERVICE COMMISSION OF WI	SW PSC REMAINDER TAX	2,230.46
10/12/2020	130108	RUEKERT & MIELKE, INC.	SW SCADA SERVICE	1,001.30
			SW WELL MOTOR NORTH AVE PUMP STATION	235.00
			SW CWF FUNDING ASSISTANCE	139.00
			SW CONSTRUCTION ADMIN	1,931.00
			SW DESIGN AND BIDDING SERVICES	5,901.00
			SW SDWLP FUNDING ASSISTANCE	161.15
				9,368.45
10/12/2020	130109	SOFT WATER, INC.	FD SOLAR SALT	22.50
			FD SOLAR SALT	15.00

Check Date	Check	Vendor Name	Description	Amount
				37.50
10/12/2020	130110	STARNET TECHNOLOGIES	SW SERVICE WELL 3	2,680.51
10/12/2020	130111	TRI-COUNTY WATERWORKS ASSOC.	SW MEETING	40.00
10/12/2020	130112	WATER REMEDIATION TECHNOLOGY	SW BASE TREATMENT CHARGE	3,534.57
10/12/2020	130113	WAUKESHA WATER UTILITY	SW SEWER SERVICE CHG	56,159.44
10/14/2020	114 (E)	DELTA DENTAL	Dental Clearing	2,929.17
10/16/2020	115 (E)	DIVERSIFIED BENEFIT SERVICES, INC.	Flex Spend	170.26
100 TOTALS:				
Total of 101 Checks:				420,067.37
Less 1 Void Checks:				8,390.00
Total of 100 Disbursements:				411,677.37

**CITY OF PEWAUKEE
COMMON COUNCIL AGENDA ITEM 4.**

DATE: October 19, 2020

DEPARTMENT: Public Works

PROVIDED BY: Magdelene Wagner

SUBJECT:

Discussion and Possible Action Regarding Klein Dickert (KD) Glass Development [Wagner]

BACKGROUND:

The Klein Dickert Glass development construction began last year and the work under the letter of credit and developer's agreement (sanitary sewer extension and turning lanes on Duplainville Road) is complete. We recommend the requested reduction in the letter of credit to reflect the work that has been completed. The remaining letter of credit value of \$26,400 is the 10% guarantee required for the 1 year warranty period as required in the Developer's Agreement.

Klein Dickert Glass is requesting to substitute a cash deposit in place of the letter of credit for the 1 year guarantee period. Our City Attorney requires a Cash Deposit Agreement attendant with the cash deposit or escrow. Attached is a draft of the cash deposit agreement that was prepared by the City Attorney. The request for approval of the agreement would be contingent upon the approval of the final form of agreement by the City Attorney and Engineer and would recognize the reduction in the amount of the surety from \$264,000 to \$26,400.

The development process in the City requires that when the improvements are complete, the developer is required to carry the letter of credit (or cash deposit) at a reduced value as recommended by the City Engineer for one year after acceptance. The acceptance is formally enacted with the adoption of an attendant resolution at the Common Council. With the adoption of the Accepting Resolution, the City officially accepts the improvements and starts the 1-year guarantee period.

FINANCIAL IMPACT:

None at this time as all costs are paid for by the Developer. However, the improvements are now the responsibility of the City to repair and maintain upon completion of the 1-year guarantee period.

RECOMMENDED MOTION:

1. Common Council approve the first reduction of the Klein Dickert Glass letter of credit from \$264,000.00 to \$26,400.00 (\$237,600.00 reduction).
2. Common Council approve the Cash Escrow Agreement and the surety amount of \$26,400 thereby releasing the letter of credit upon its execution and deposit.

3. Common Council approve the accepting resolution.

ATTACHMENTS:

Description

KD Glass Letter of Credit

KD Glass Cash Escrow Agreement

Resolution 20-10-23

STANDBY/LETTERS OF CREDIT
C/O Bank of Montreal
250 Yonge Street, 11th Floor
Toronto, Ontario M5B 2L7
Tel: 1-877-801-0414
Fax: 1-877-801-7787
SWIFT: HATRUS44

DOCUMENTARY COLLECTIONS
C/O Bank of Montreal
250 Yonge Street, 11th Floor
Toronto, Ontario, M5B 2L7
Tel: 1-888-258-6378
Fax 1-888-258-6380
SWIFT: HATRUS44

**Irrevocable
Standby Letter of Credit No.: HACH602808OS**

+++DRAFT FOR APPROVAL+++

ISSUANCE DATE: +++

BENEFICIARY:
CITY OF PEWAUKEE
W240 N3065 PEWAUKEE ROAD,
PEWAUKEE, WI 53072

APPLICANT:
KLEIN-DICKERT MILWAUKEE, INC.
PO BOX 259410
MADISON, WI 53725-9410

AMOUNT: TWO HUNDRED SIXTY-FOUR THOUSAND AND 00/100'S UNITED STATES DOLLARS (USD 264,000.00)

WE, BMO HARRIS BANK N.A., HEREBY ISSUE THIS IRREVOCABLE LETTER OF CREDIT HACH602808OS (THE "CREDIT") IN YOUR FAVOR, CITY OF PEWAUKEE, UP THE AGGREGATE AMOUNT OF TWO HUNDRED SIXTY-FOUR THOUSAND AND 00/100'S UNITED STATES DOLLARS (USD 264,000.00), AVAILABLE BY YOUR DRAFT(S) DRAWN ON US.

THIS CREDIT IS AVAILABLE AGAINST PRESENTATION OF THE FOLLOWING DOCUMENT(S):

1. BENEFICIARY'S CERTIFICATE, ON ITS LETTERHEAD, COMPLETED, DATED AND PURPORTEDLY SIGNED BY AN AUTHORIZED INDIVIDUAL STATING:
"KLEIN-DICKERT MILWAUKEE, INC HAS FAILED TO FULFILL ITS OBLIGATIONS PURSUANT TO THE DEVELOPMENT CONTRACT FOR W227 N4755 DUPLAIN ROAD PROPERTY BETWEEN KLEIN-DICKERT MILWAUKEE, INC. AND CITY OF PEWAUKEE. THEREFORE, WE ARE DRAWING FOR USD....., UNDER LETTER OF CREDIT NO.
PLEASE WIRE PROCEEDS TO:....."
2. THE ORIGINAL OF THIS CREDIT AND SUBSEQUENT AMENDMENT(S), IF ANY.

THIS IRREVOCABLE LETTER OF CREDIT MAY BE REDUCED FROM TIME TO TIME AS AND TO THE EXTENT THAT THE PORTION OF WORK REQUIRED UNDER THE AFOREMENTIONED AGREEMENT IS COMPLETED AND PAID FOR, PROVIDED , HOWEVER, THAT NO SUCH REDUCTION SHALL OCCUR UNTIL THE ISSUER HAS RECEIVED A WRITTEN

STATEMENT FROM THE CITY CLERK OF THE CITY OF PEWAUKEE. SAID STATEMENT SHOULD SET FORTH THE AMOUNT OF REDUCTION AND THE AMOUNT OF THE REMAINING BALANCE PAYABLE UNDER THE CREDIT.

THIS CREDIT WILL EXPIRE AT OUR COUNTERS ON +++PLEASE ADVISE+++; SUBJECT TO THE FOLLOWING CONDITION:

THIS CREDIT WILL BE AUTOMATICALLY EXTENDED WITHOUT AMENDMENT FOR A PERIOD OF ONE YEAR UPON THE EXPIRATION DATE HEREOF OR ANY FUTURE EXPIRATION DATE UNLESS AT LEAST THIRTY (60) DAYS PRIOR TO ANY SUCH EXPIRATION DATE, WE NOTIFY THE BENEFICIARY IN WRITING BY COURIER AT THE ABOVE ADDRESS OF OUR ELECTION NOT TO EXTEND THIS CREDIT FOR AN ADDITIONAL YEAR. UPON RECEIPT OF SUCH NOTICE, THE BENEFICIARY MAY DRAW FOR AN AMOUNT NOT EXCEEDING THE THEN AVAILABLE AMOUNT BY THE PRESENTMENT OF THE REQUIRED DOCUMENTS.

PRESENTATION AND PAYMENT OF YOUR DRAWING(S) UNDER THIS CREDIT ARE RESTRICTED TO US. WE AGREE WITH YOU TO HONOR YOUR DRAWING(S) PRESENTED IN COMPLIANCE WITH THE TERMS OF THIS CREDIT WHEN RECEIVED AT BMO HARRIS BANK N.A., C/O BANK OF MONTREAL, GLOBAL TRADE OPERATIONS, 250 YONGE STREET, 11TH FLOOR, TORONTO, ONTARIO, CANADA M5B 2L7, PRIOR TO 4:00 PM, EASTERN STANDARD TIME, MONDAY THROUGH FRIDAY, ON OR BEFORE THE THEN CURRENT EXPIRATION DATE, UPON WHICH DATE THIS CREDIT EXPIRES, EVEN IF THIS ORIGINAL CREDIT AND AMENDMENT(S), IF ANY, ARE NOT RETURNED TO US FOR CANCELLATION.

THIS CREDIT IS SUBJECT TO INTERNATIONAL STANDBY PRACTICES (1998), INTERNATIONAL CHAMBER OF COMMERCE PUBLICATION NO. 590 ("ISP98").

BMO HARRIS BANK N.A.

SIGNING OFFICER

AUTHORIZED SIGNING OFFICER

**ESCROW AGREEMENT
GUARANTEEING TO THE CITY OF PEWAUKEE
CERTAIN PUBLIC IMPROVEMENTS IN
KLEIN-DICKERT GLASS COMPANY**

THIS AGREEMENT is made and entered into this ____ day of _____, 2020 by and between Klein-Dickert Glass Company, hereinafter referred to as “Developer” and the City of Pewaukee.

WITNESSETH:

WHEREAS, Developer has entered into an agreement for the development of the Developer’s Property in the City of Pewaukee, including public improvements as required by the City Code and the Developer’s Agreement entered into on August 20, 2019, by the City and Developer; and,

WHEREAS, the public improvements required by the Developer’s Agreement have been completed; and

WHEREAS, the Developer’s Agreement requires that upon completion and dedication of the public improvements to the City and the acceptance by the City of the public improvements, the Developer must provide a letter of credit to guaranty the public improvements for one (1) year from date of acceptance, and

WHEREAS, Developer is willing to provide cash escrow and the City is willing to accept cash in lieu of the letter of credit required by the Developer’s Agreement to guaranty the public improvements for one (1) year from date of acceptance.

NOW THEREFORE, the parties agree as follows:

1. Developer shall deposit the sum of twenty six thousand four hundred Dollars (\$26,400.00) (“Deposit”) with the City to provide the necessary funds to make repairs should the public improvements completed in the Klein-Dickert Glass Company project need them during the warranty period as required by the Developer’s Agreement.
2. Except in the case of an emergency, the City shall not draw any portion of the Deposit until five (5) business days after written notice of the reason for withdrawal has been provided to Developer. In the case of an emergency, the City shall use its best efforts to contact Developer and allow Developer a reasonable time under the circumstances presented to address the emergency before taking action. Upon withdrawal of all or any portion of the Deposit by the City, the City shall provide Developer with a written statement regarding the amount withdrawn.

3. The escrow account shall remain open during the one (1) year guaranty period, which shall expire on October 20, 2021, following which all remaining Deposits shall be returned to Developer, without interest.

5. Addresses to which written notices shall be sent:

City of Pewaukee
City Clerk
W240N3065 Pewaukee Road
Pewaukee, WI 53072

Klein-Dickert Glass Company
P.O. Box 259410
Madison, WI 53725-9410
Attention: Amy E. Olson

IN WITNESS WHEREOF, the parties have signed this Agreement effective as of the date first written above.

City of Pewaukee

Klein-Dickert Glass Company

Date _____

Date _____

Steve Bierce, Mayor

Jim Longley, _____

RESOLUTION NO. 20-10-23**A RESOLUTION ACCEPTING PUBLIC IMPROVEMENTS
KLEIN DICKERT GLASS DEVELOPMENT**

WHEREAS, Klein Dickert Glass Company, a Wisconsin Corporation, and the City of Pewaukee, entered into a Developer's Agreement dated August 20, 2019, on file in the City Clerk's office, to govern the development of a parcel of real property owned by Klein Dickert Glass Company, containing approximately 10.2365 acres for manufacturing use more particularly described in Exhibit B (Legal Description and Map) on file in the City Clerk's office and incorporated herein, referred to in said Agreement and herein as the "Property;" and

WHEREAS, the Agreement provides that Klein Dickert Glass Company would construct and install the necessary sanitary sewer facilities, public street improvements, and traffic control within and adjacent to the Property; and,

WHEREAS, the public improvements have been completed and dedicated by Klein Dickert Glass Company to the City; and,

WHEREAS, the public improvements have been inspected by the City Engineer who has approved the same;

NOW THEREFORE IT IS HEREBY RESOLVED that the City of Pewaukee Common Council accepts the public improvements referred to above on behalf of and for the benefit of the public and citizens of the City of Pewaukee.

This resolution shall be effective upon publication or posting as provided by law.

Dated this 19th day of October 2020.

City of Pewaukee

Attest:

Steve Bierce, Mayor

Kelly Tarczewski, Clerk

**CITY OF PEWAUKEE
COMMON COUNCIL AGENDA ITEM 5.**

DATE: October 19, 2020

DEPARTMENT: Planning

PROVIDED BY:

SUBJECT:

Discussion and Possible Action Regarding the Final Plat for the Proposed Swan View Farms Subdivision Located at W239 N4024 Swan Road (PWC 0871-996) [Fuchs]

BACKGROUND:

FINANCIAL IMPACT:

RECOMMENDED MOTION:

ATTACHMENTS:

Description

Swan View Farms Staff Report

Swan View Farms Final Plat

Swan View Farms Deed Restrictions



Office of the Planner & Community Development Director
W240 N3065 Pewaukee Road
Pewaukee, Wisconsin 53072
Phone (262) 691-0770 Fax (262) 691-1798
fuchs@pewaukee.wi.us

REPORT TO THE PLAN COMMISSION

Meeting of October 15, 2020

Date: October 8, 2020

Project Name: Swan View Farms Final Plat

Project Address/Tax Key No.: W239N4024 Swan Road/PWC 0871996 and 0871999

Applicant: BWC Investments LLC

Property Owner: Swan View Properties LLC and BWC Investments LLC (0871996) and BWC Investments LLC (0871999)

Current Zoning: RS-4 Single-Family Residential District and LC Lowland Conservancy District

Proposed Zoning: Same

2050 Land Use Map Designation: Low – Medium Density Residential (1/2 AC. – 2 AC. / DU), Flood Plains, Lowland & Upland Conservancy, and Other Natural Areas and Water

Use of Surrounding Properties: Single-family residential and Balmer Park to the north, single-family residential to the south and west, and single-family residential and agricultural land to the east

Project Description

The applicant, BWC Investments, LLC, filed a Final Plat Application for Phase 1 of the Swan View Farms single-family residential subdivision development located at approximately W239N4024 Swan Road. Phase 1 consists of the 59 southern lots and 10 outlots, including an outlot being retained by the developer for the Phase 2 lots. Otherwise, outlots contain wetlands, stormwater management facilities, walking paths and utility easements. In total, the subdivision will have eighty-three (83) lots. All lots continue to conform to the RS-4 minimum lot area of 20,000 square feet and, according to the applicant, all lots have a width of at least 110 feet at the building setback line.

A rezoning and Preliminary Plat for the subdivision were reviewed and approved at the September 20, 2018 Plan Commission meeting and October 15, 2018 Common Council meeting. At that time, the property was rezoned from A-1 Agricultural District, A-2 Agricultural District, and LC Lowland Conservancy District to RS-4 Single-Family Residential District. The LC Lowland Conservancy District remained and was updated to match the recent field delineations of wetlands within the property.

The approval included the requirement for the existing homestead to be connected to public sewer, which is being done by the developer.

The applicant has provided draft Declaration of Restrictions for the subdivision. Staff reviewed this document and has no objections. The document is attached to the electronic Plan Commission packet for review.

Recently the applicant inquired about the City's interest in acquiring the wetlands located on the northern portion of the property within Outlot No. 9, directly south of Balmer Park. The Plan Commission and Common Council may discuss if the City would like to pursue this acquisition or not and direct staff accordingly.

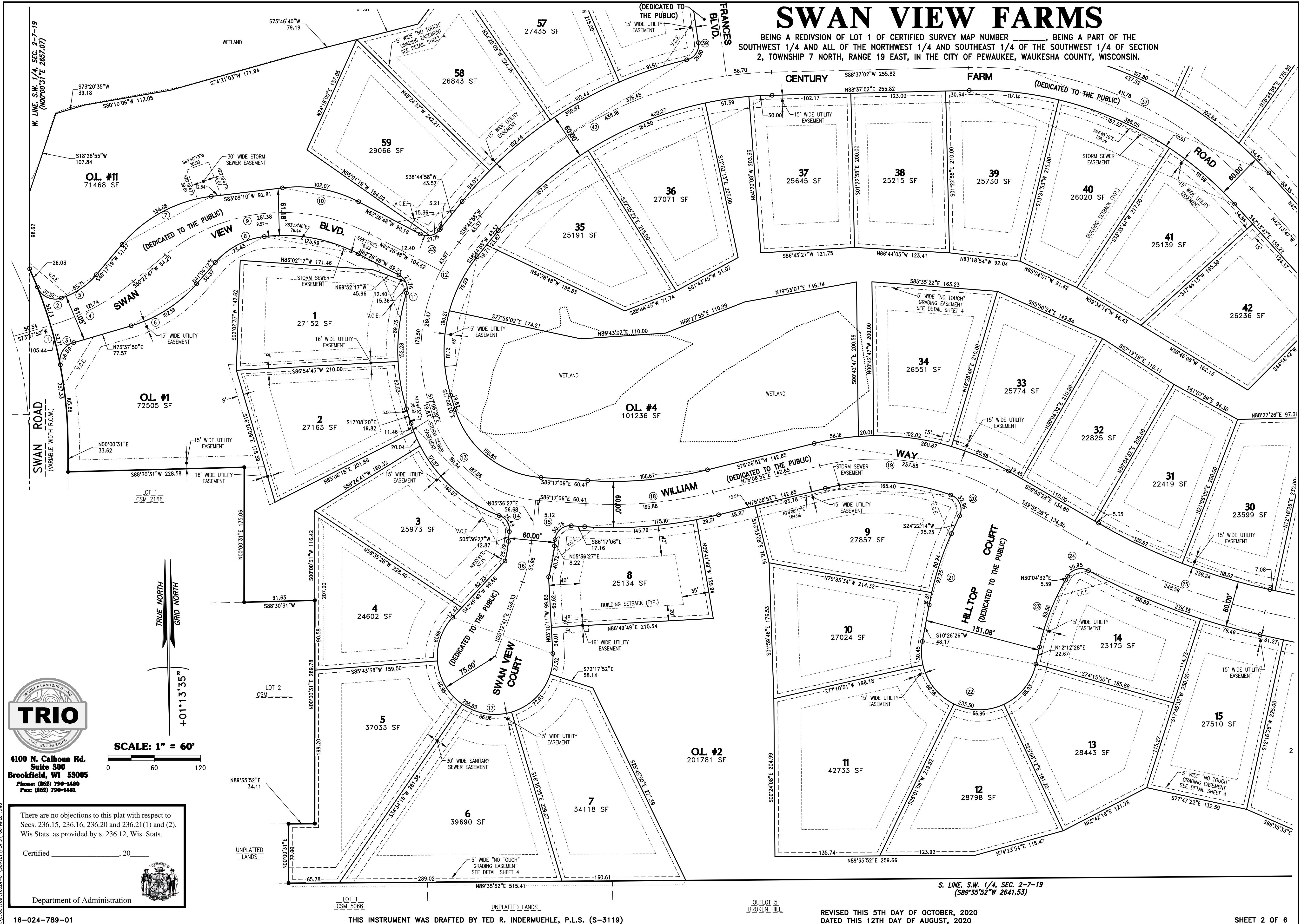
Overall, staff finds that the Final Plat is in substantial conformance with the Preliminary Plat.

Recommendation

A motion to recommend approval of the Swan View Farms Final Plat.

SWAN VIEW FARMS

BEING A REDIVISION OF LOT 1 OF CERTIFIED SURVEY MAP NUMBER _____, BEING A PART OF THE SOUTHWEST 1/4 AND ALL OF THE NORTHWEST 1/4 AND SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 2, TOWNSHIP 7 NORTH, RANGE 19 EAST, IN THE CITY OF PEWAUKEE, WAUKESHA COUNTY, WISCONSIN.

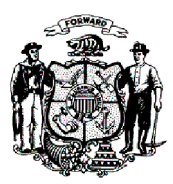


4100 N. Calhoun Rd.
Suite 300
Brookfield, WI 53005
Phone: (262) 790-1480
Fax: (262) 790-1481

There are no objections to this plat with respect to Secs. 236.15, 236.16, 236.20 and 236.21(1) and (2), Wis Stats. as provided by s. 236.12, Wis. Stats.

Certified _____, 20____

Department of Administration



SCALE: 1" = 60'
0 60 120

TRUE NORTH
GRID NORTH
+01°13'35"

LOT 1
CSM 5066

UNPLATTED LANDS

OUTLOT 5
BROKEN HILL

THIS INSTRUMENT WAS DRAFTED BY TED R. INDERMUEHLE, P.L.S. (S-3119)

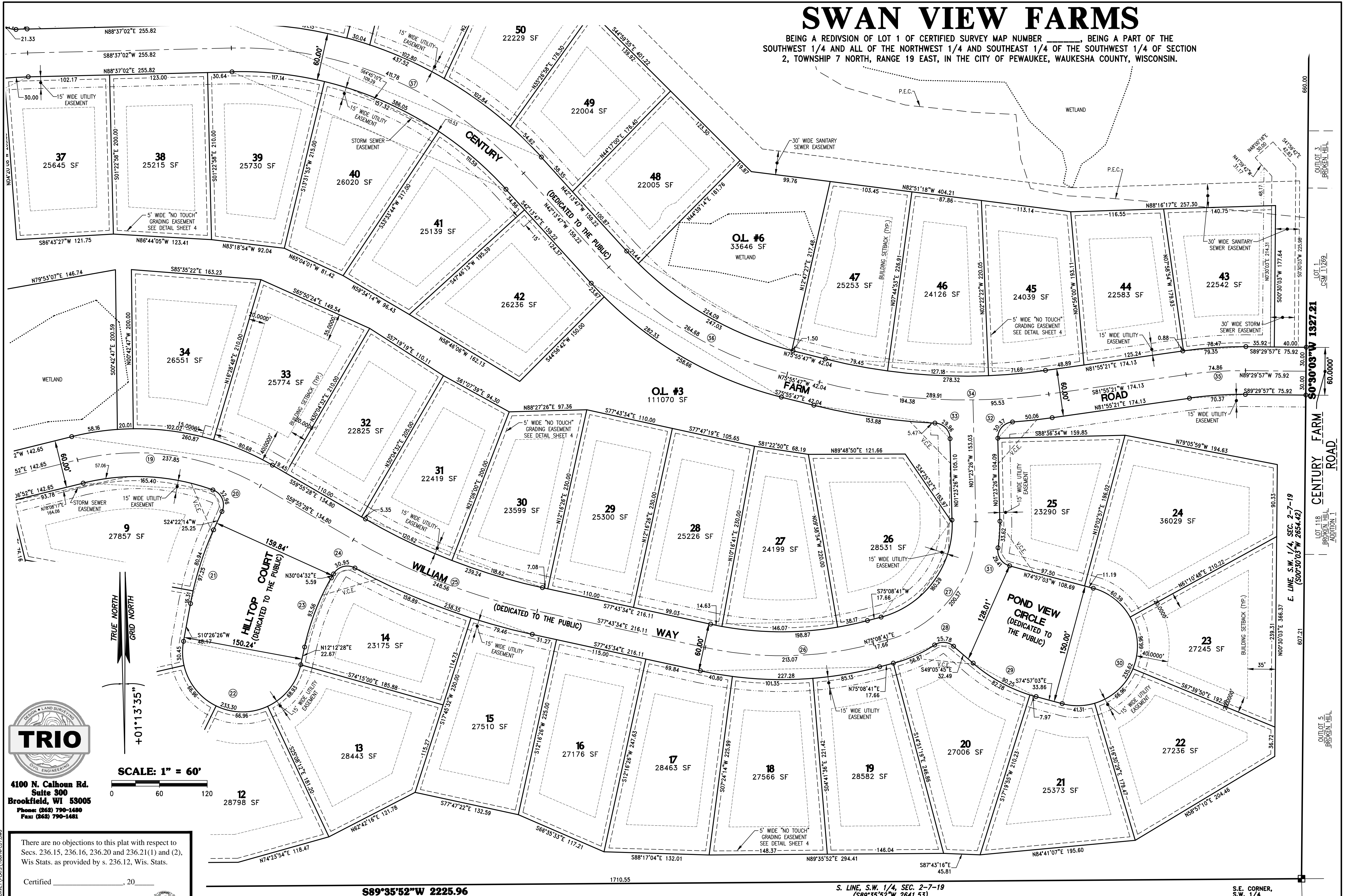
REVISED THIS 5TH DAY OF OCTOBER, 2020
DATED THIS 12TH DAY OF AUGUST, 2020

SHEET 2 OF 6

16-024-789-01

SWAN VIEW FARMS

BEING A REDIVISION OF LOT 1 OF CERTIFIED SURVEY MAP NUMBER _____, BEING A PART OF THE
SOUTHWEST 1/4 AND ALL OF THE NORTHWEST 1/4 AND SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION
2, TOWNSHIP 7 NORTH, RANGE 19 EAST, IN THE CITY OF PEWAUKEE, WAUKESHA COUNTY, WISCONSIN.



4100 N. Calhoun Rd.
Suite 800
Brookfield, WI 53005
Phone: (262) 790-1480
Fax: (262) 790-1481

There are no objections to this plat with respect to
Secs. 236.15, 236.16, 236.20 and 236.21(1) and (2).
Wis Stats. as provided by s. 236.12, Wis. Stats.

Certified _____, 20____

Department of Administration



16-024-789-01

THIS INSTRUMENT WAS DRAFTED BY TED R. INDERMUEHLE, P.L.S. (S-3119)

REVISED THIS 5TH DAY OF OCTOBER, 2020
DATED THIS 12TH DAY OF AUGUST, 2020

SHEET 3 OF 6

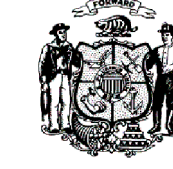
SWAN VIEW FARMS

BEING A REDIVISION OF LOT 1 OF CERTIFIED SURVEY MAP NUMBER _____, BEING A PART OF THE SOUTHWEST 1/4 AND ALL OF THE NORTHWEST 1/4 AND SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 2, TOWNSHIP 7 NORTH, RANGE 19 EAST, IN THE CITY OF PEWAUKEE, WAUKESHA COUNTY, WISCONSIN.

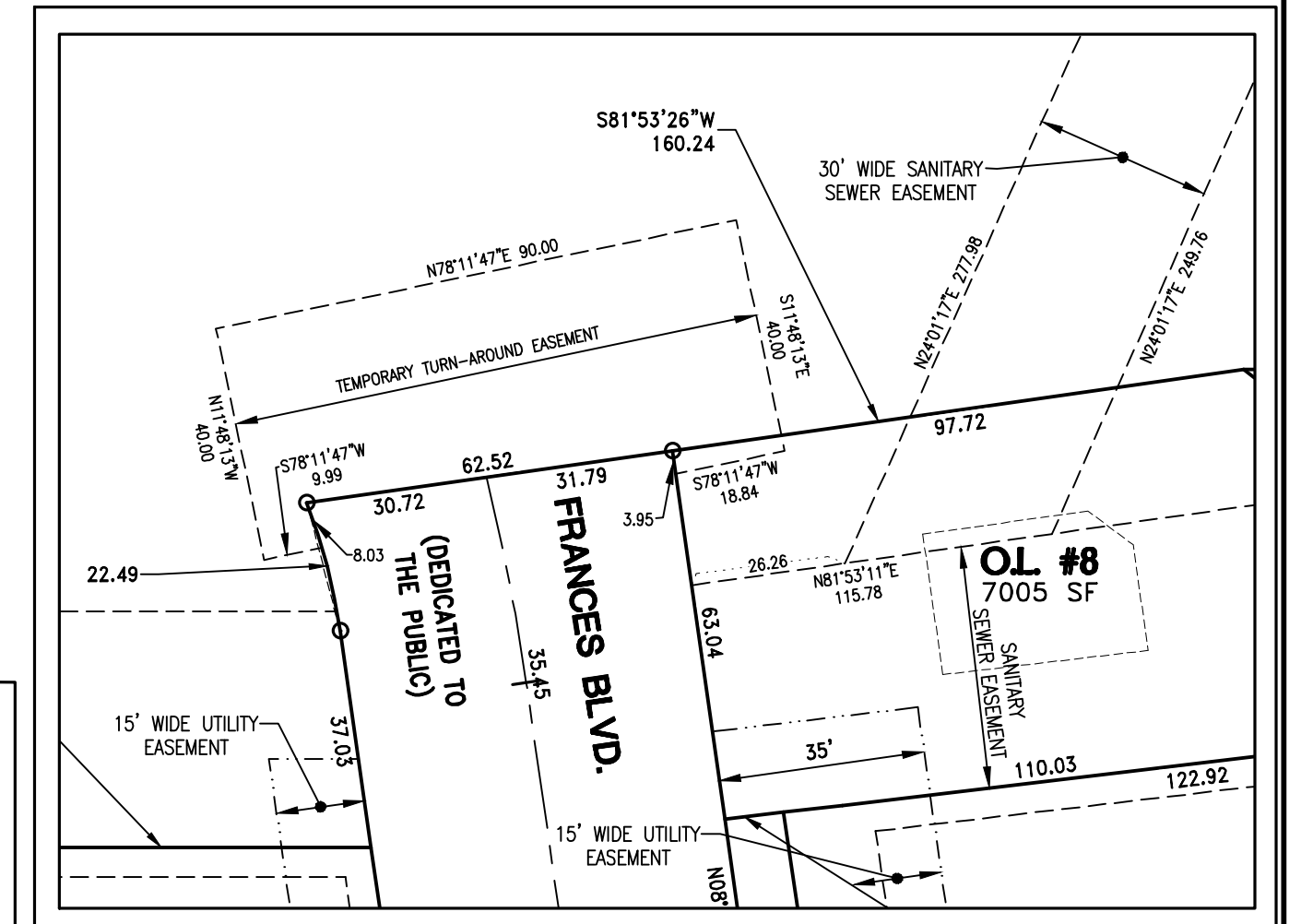
There are no objections to this plat with respect to Secs. 236.15, 236.16, 236.20 and 236.21(1) and (2), Wis Stats. as provided by s. 236.12, Wis. Stats.

Certified _____, 20____

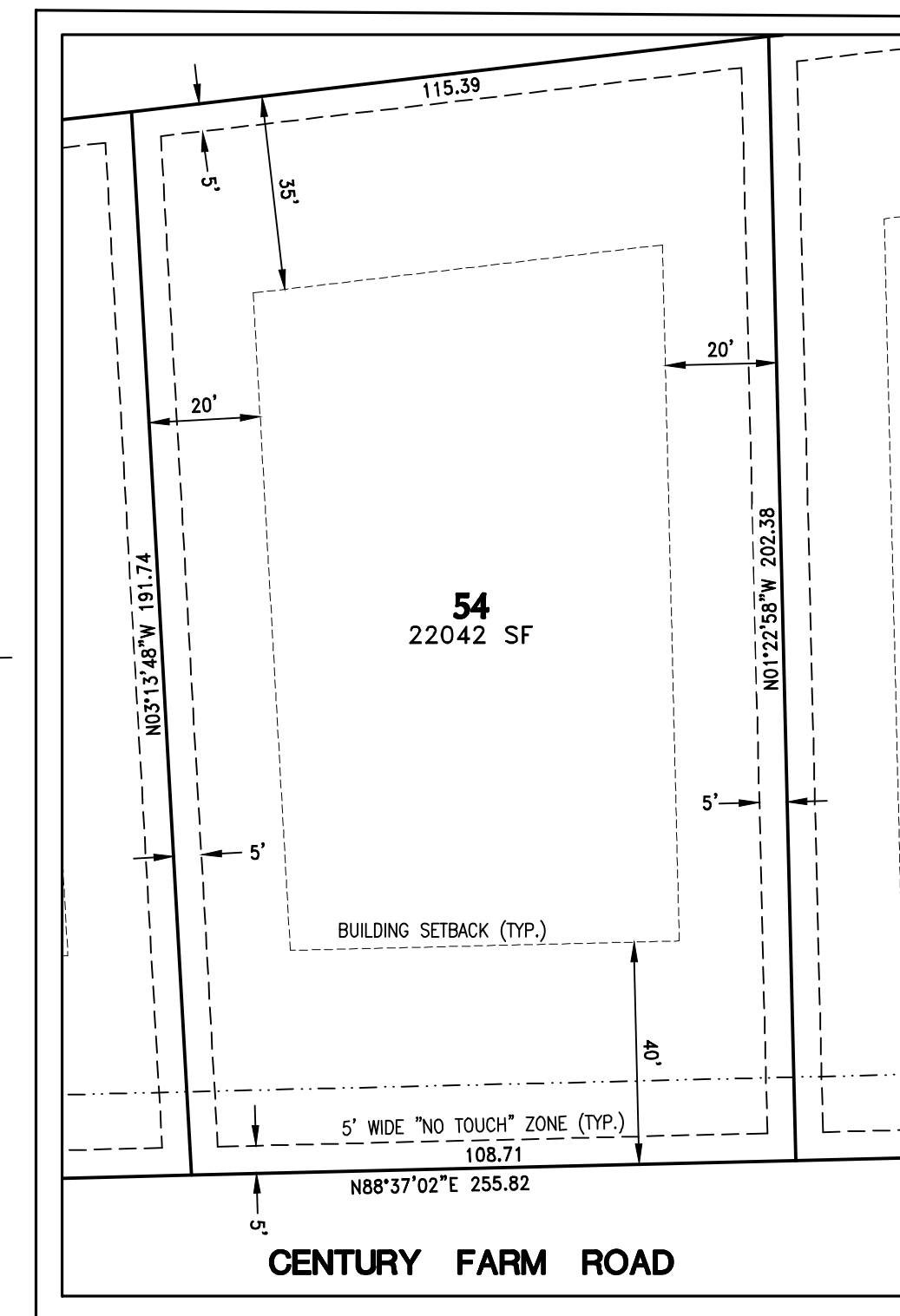
Department of Administration



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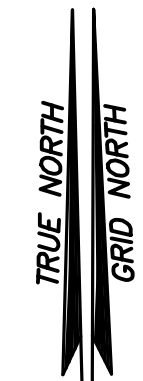
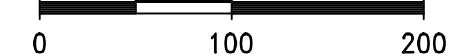


TURN-AROUND EASEMENT DETAIL
SCALE 1" = 30'

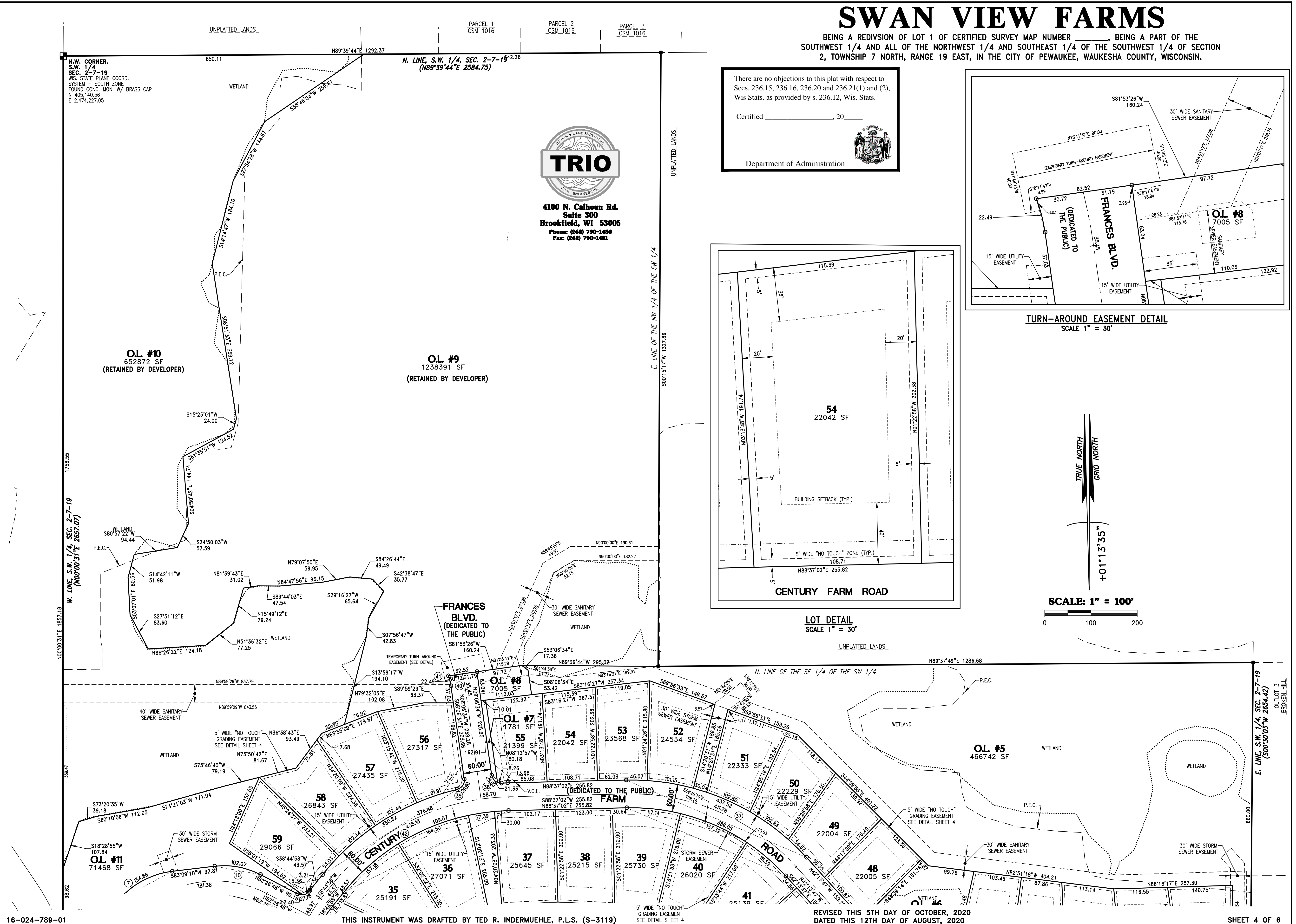


LOT DETAIL
SCALE 1" = 30'

SCALE: 1" = 100'



+01°13'35"



SWAN VIEW FARMS

BEING A REDIVISION OF LOT 1 OF CERTIFIED SURVEY MAP NUMBER _____, BEING A PART OF THE
SOUTHWEST 1/4 AND ALL OF THE NORTHWEST 1/4 AND SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION
2, TOWNSHIP 7 NORTH, RANGE 19 EAST, IN THE CITY OF PEWAUKEE, WAUKESHA COUNTY, WISCONSIN.

CURVE TABLE:

NO.	LOT(S)	RADIUS	CENTRAL ANGLE	ARC	CHORD	CHORD BEARING	TANGENT IN	TANGENT OUT
1	EXTERIOR	554.73	24°30'47"	237.33	235.53	N12°14'53"W	N00°00'31"E	N24°30'16"W
2	OUTLOT 10	25.00	85°58'43"	37.52	34.09	S64°48'18"E	S21°48'56"E	N72°12'21"E
3	OUTLOT 1	25.00	84°33'22"	36.89	33.64	S31°21'09"W	S73°37'50"W	S10°55'32"E
4	CENTERLINE	300.00	23°15'03"	121.74	120.91	S62°00'19"W	S50°22'47"W	S73°37'50"W
5	OUTLOT 10	100.00	31°55'02"	55.71	54.99	N56°14'50"E	N72°12'21"E	N40°17'19"E
6	OUTLOT 1	180.00	32°31'38"	102.19	100.82	N57°22'01"E	N73°37'50"E	N41°06'12"E
7	OUTLOT 10	180.00	42°51'51"	134.66	131.54	S61°43'15"W	S83°09'10"W	S40°17'19"W
8	OUTLOT 1	100.00	42°04'27"	73.43	71.79	S62°08'26"W	S83°10'39"W	S41°06'12"W
9	CENTERLINE	240.00	67°10'25"	281.38	265.54	S83°58'00"W	N62°26'48"W	S50°22'47"W
	OUTLOT 1	210.00	34°22'33"	125.99	124.11	N79°38'04"W	N62°26'48"W	S83°10'39"W
10	OUTLOT 10	170.00	34°24'02"	102.07	100.54	N79°38'49"W	N62°26'48"W	S83°09'10"W
11	S. R.O.W.	20.00	79°31'28"	27.76	25.58	N22°41'04"W	N17°04'40"E	N62°26'48"W
	OUTLOT 1	20.00	35°31'59"	12.40	12.21	N44°40'48"W	N26°54'49"W	N62°26'48"W
	1	20.00	43°59'29"	15.36	14.98	N04°55'05"W	N17°04'40"E	N26°54'49"W
12	CENTERLINE	225.00	55°53'18"	219.47	210.88	S10°48'19"W	S38°44'58"W	S17°08'20"E
	NORTH	225.00	11°11'46"	43.97	43.90	S33°09'05"W	S38°44'58"W	S27°33'12"W
	SOUTH	225.00	44°41'32"	175.51	171.09	S05°12'26"W	S27°33'12"W	S17°08'20"E
	59	255.00	0°43'14"	3.21	3.21	S38°23'21"W	S38°44'58"W	S38°01'45"W
	E. R.O.W.	195.00	55°53'18"	190.21	182.76	S10°48'19"W	S38°44'58"W	S17°08'20"E
	OUTLOT 4	195.00	32°38'57"	111.12	109.62	S00°48'51"E	S15°30'37"W	S17°08'20"E
	OUTLOT 3	195.00	23°14'21"	79.09	78.55	S27°07'48"W	S38°44'58"W	S15°30'37"W
	W. R.O.W.	255.00	34°13'00"	152.28	150.03	S00°01'50"E	S17°04'40"W	S17°08'20"E
	2	255.00	14°03'03"	62.53	62.38	S10°06'49"E	S03°05'17"E	S17°08'20"E
	1	255.00	20°09'57"	89.75	89.29	S06°59'41"W	S17°04'40"W	S03°05'17"E
13	CENTERLINE	155.00	69°08'46"	187.06	175.91	S51°42'43"E	S17°08'20"E	S86°17'06"E
	NORTH	155.00	67°15'13"	181.94	171.67	S50°45'56"E	S17°08'20"E	S84°23'33"E
	SOUTH	155.00	1°53'33"	5.12	5.12	S85°20'19"E	S84°23'33"E	S86°17'06"E
	W. R.O.W.	185.00	53°08'12"	171.57	165.49	S43°42'26"E	S17°08'20"E	S70°16'32"E
	3	185.00	43°22'49"	140.07	136.75	S48°35'07"E	S26°53'42"E	S70°16'32"E
	OUTLOT 1	185.00	6°12'23"	20.04	20.03	S23°47'31"E	S20°41'20"E	S26°53'42"E
	2	185.00	3°32'59"	11.46	11.46	S18°54'50"E	S17°08'20"E	S20°41'20"E
	OUTLOT 4	125.00	69°08'46"	150.85	141.86	S51°42'43"E	S17°08'20"E	S86°17'06"E
14	3	20.00	75°52'59"	26.49	24.59	N32°20'02"W	N05°36'27"E	N70°16'32"W
15	8	20.00	88°06'27"	30.76	27.81	S49°39'41"W	N86°17'06"W	S05°36'27"W
16	CENTERLINE	200.00	14°36'14"	50.98	50.84	N12°54'34"E	N20°12'41"E	N05°36'27"E
	8	230.00	10°08'37"	40.72	40.67	N10°40'46"E	N15°45'04"E	N05°36'27"E
	3	170.00	8°41'32"	25.79	25.77	N09°57'13"E	N14°18'00"E	N05°36'27"E
17	R.O.W.	75.00	226°00'01"	295.83	138.08	S70°10'11"E	S42°49'49"W	N03°10'11"W
	OUTLOT 2	75.00	20°52'19"	27.32	27.17	N07°15'58"E	N17°42'08"E	N03°10'11"W
	7	75.00	55°42'47"	72.93	70.09	N45°33'31"E	N73°24'55"E	N17°42'08"E
	6	75.00	51°09'21"	66.96	64.76	S81°00'24"E	S55°25'44"E	N73°24'55"E
	5	75.00	51°09'21"	66.96	64.76	S29°51'03"E	S04°16'22"E	S55°25'44"E
	4	75.00	47°06'11"	61.66	59.94	S19°16'44"W	S42°49'49"W	S04°16'22"E
18	CENTERLINE	540.00	17°36'02"	165.88	165.23	N84°54'53"E	S86°17'06"E	N76°06'52"E
	S. R.O.W.	570.00	17°36'02"	175.10	174.41	N84°54'53"E	S86°17'06"E	N76°06'52"E
	8	570.00	14°39'15"	145.79	145.39	N86°23'16"E	S86°17'06"E	N79°03'39"E
	OUTLOT 2	570.00	2°56'47"	29.31	29.31	N77°35'15"E	N79°03'39"E	N76°06'52"E
	OUTLOT 4	510.00	17°36'02"	156.67	156.05	N84°54'53"E	S86°17'06"E	N76°06'52"E
19	CENTERLINE	310.00	43°57'40"	237.85	232.06	S81°54'18"E	N76°06'52"E	S59°55'28"E
	9	280.00	33°50'40"	165.40	163.00	N86°57'48"W	N70°02'28"W	S76°06'52"W
	N. R.O.W.	340.00	43°57'40"	260.87	254.52	N81°54'18"W	N59°55'28"W	S76°06'52"W
	OUTLOT 4	340.00	9°48'02"	58.16	58.09	S81°00'52"W	S85°54'53"W	S76°06'52"W
	OUTLOT 3	340.00	3°22'20"	20.01	20.01	S87°36'03"W	S89°17'13"W	S85°54'53"W
	34	340.00	17°11'34"	102.02	101.64	N82°06'59"W	N73°31'12"W	S89°17'13"W
	33	340.00	13°35'45"	80.68	80.49	N66°43'20"W	N59°55'28"W	N73°31'12"W
20	9	20.00	94°24'42"	32.96	29.35	N22°50'07"W	N24°22'14"E	N70°02'28"W
21	R.O.W.	400.00	13°55'49"	97.25	97.01	S17°24'20"W	S24°22'14"W	S10°26'26"W
	10	400.00	2°20'13"	16.31	16.31	S11°36'32"W	S12°46'38"W	S10°26'26"W
	9	400.00	11°35'36"	80.94	80.80	S18°34'26"W	S24°22'14"W	S12°46'38"W
22	R.O.W.	75.00	178°13'58"	233.31	149.98	S78°40'33"E	S10°26'26"W	N12°12'28"E
	13	75.00	52°39'20"	68.93	66.53	N38°32'08"E	N64°51'48"E	N12°12'28"E
	12	75.00	51°09'21"	66.96	64.76	S89°33'32"E	S63°58'51"E	N64°51'48"E
	11	75.00	51°09'21"	66.96	64.76	S38°24'10"E	S12°49'29"E	S63°58'51"E
	10	75.00	23°15'55"	30.45	30.25	S01°11'32"E	S10°26'26"W	S12°49'29"E
23	14	300.00	17°52'04"	93.56	93.18	S21°08'30"W	S30°04'32"W	S12°12'28"W
24	14	20.00	88°39'06"	30.95	27.95	S74°24'05"W	N61°16'22"W	S30°04'32"W



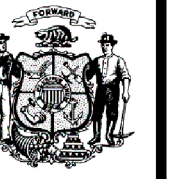
4100 N. Calhoun Rd.
Suite 300
Brookfield, WI 53005
Phone: (262) 790-1480
Fax: (262) 790-1481

CURVE TABLE (cont.):

NO.	LOT(S)	RADIUS	CENTRAL ANGLE	ARC	CHORD	CHORD BEARING	TANGENT IN	TANGENT OUT
25	CENTERLINE	800.00	17°48'07"	248.56	247.56	S68°49'31"E	S59°55'28"E	S77°43'34"E
	S. R.O.W.	830.00	16°27'13"	238.35	237.53	S69°29'58"E	S61°16'22"E	S77°43'34"E
	15	830.00	5°29'06"	79.46	79.43	S74°59'01"E	S72°14'28"E	S77°43'34"E
	14	830.00	10°58'07"	158.89	158.65	S66°45'25"E	S61°16'22"E	S72°14'28"E
	N. R.O.W.	770.00	17°48'07"	239.24	238.28	S68°49'31"E	S59°55'28"E	S77°43'34"E
	30	770.00	8°49'34"	118.62	118.50	S73°18'47"E	S68°54'00"E	S77°43'34"E
	31	770.00	8°58'32"	120.62	120.50	S64°24'44"E	S59°55'28"E	S68°54'00"E
26	CENTERLINE	450.00	27°07'45"	213.07	211.09	N88°42'33"E	S77°43'34"E	N75°08'41"E
	S. R.O.W.	480.00	27°07'45"	227.28	225.16	N88°42'33"E	S77°43'34"E	N75°08'41"E
	19	480.00	10°09'43"	85.13	85.02	N80°13'32"E	N85°18'24"E	N75°08'41"E
	18	480.00	12°05'50"	101.34	101.16	S88°38'41"E	S82°35'46"E	N85°18'24"E
	17	480.00	4°52'12"	40.80	40.79	S80°09'40"E	S77°43'34"E	S82°35'46"E
	N. R.O.W.	420.00	27°07'45"	198.87	197.01	N88°42'33"E	S77°43'34"E	N75°08'41"E
	26	420.00	5°12'25"	38.17	38.16	N77°44'53"E	N80°21'06"E	N75°08'41"E
	27	420.00	19°55'35"	146.07	145.33	S89°41'07"E	S79°43'19"E	N80°21'06"E
	28	420.00	1°59'45"	14.63	14.63	S78°43'27"E	S77°43'34"E	S79°43'19"E
27	CENTERLINE	150.00	76°32'07"	200.37	185.80	N36°52'37"E	N75°08'41"E	N01°23'26"W
	26	120.00	76°32'07"	160.29	148.64	N36°52'37"E	N75°08'41"E	N01°23'26"W
	20	180.00	18°06'10"	56.87	56.64	N68°05'36"E	N75°08'41"E	N57°02'31"E
	25	180.00	10°42'02"	33.62	33.57	N03°57'35"E	N09°18'36"E	N01°23'26"W
28	20	20.00	73°51'45"	25.78	24.03	N86°01'37"W	N49°05'45"W	S57°02'31"W
29	S. R.O.W.	200.00	25°51'19"	90.25	89.49	S62°01'24"E	S49°05'45"E	S74°57'03"E
	21	200.00	2°16'58"	7.97	7.97	S73°48'34"E	S72°40'05"E	S74°57'03"E
	20	200.00	23°34'20"	82.28	81.70	S60°52'55"E	S49°05'45"E	S72°40'05"E
30	R.O.W.	75.00	180°00'00"	235.62	150.00	N15°02'57"E	S74°57'03"E	N74°57'03"W
	24	75.00	46°07'51"	60.39	58.77	N51°53'07"W	N28°49'12"W	N74°57'03"W
	23	75.00	51°09'21"	66.96	64.76	N03°14'31"W	N22°20'10"E	N28°49'12"W
	22	75.00	51°09'21"	66.96	64.76	N47°54'50"E	N73°29'31"E	N22°20'10"E
	21	75.00	31°33'26"	41.31	40.79	N89°16'14"E	S74°57'03"E	N73°29'31"E
31	25	20.00	84°15'39"	29.41	26.83	S32°49'14"E	S09°18'36"W	S74°57'03"E
32	OUTLOT 2	20.00	86°59'25"	30.37	27.53	S42°06'18"W	S85°36'00"W	S01°23'25"E
33	OUTLOT 3	20.00	85°50'33"	29.96	27.24	N44°18'42"W	N01°23'26"W	N87°13'59"W
34	CENTERLINE	750.00	22°08'52"	289.91	288.11	N87°00'13"W	S81°55'21"W	N75°55'47"W
	WEST	750.00	14°50'59"	194.38	193.84	S83°21'16"E	S75°55'47"E	N89°13'14"E
	EAST	750.00	7°17'53"	95.53	95.47	N85°34'18"E	N89°13'14"E	N81°55'21"E
	N. R.O.W.	720.00	22°08'52"	278.32	276.59	S87°00'13"E	S75°55'47"E	N81°55'21"E
	45	720.00	5°42'16"	71.69	71.66	N84°46'30"E	N87°37'38"E	N81°55'21"E
	46	720.00	10°07'15"	127.18	127.02	S87°18'44"E	S82°15'07"E	N87°37'38"E
	47	720.00	6°19'20"	79.45	79.41	S79°05'27"E	S75°55'47"E	S82°15'07"E
	OUTLOT 2	780.00	3°40'39"	50.06	50.05	N83°45'40.5"E	N85°36'00"E	N81°55'21"E
	OUTLOT 3	780.00	11°18'12"	153.88	153.63	S81°34'53"E	S75°55'47"E	S87°13'59"E

There are no objections to this plat with respect to
Secs. 236.15, 236.16, 236.20 and 236.21(1) and (2),
Wis Stats. as provided by s. 236.12, Wis. Stats.

Certified _____, 20____



Department of Administration

CURVE TABLE (cont.):

NO.	LOT(S)	RADIUS	CENTRAL ANGLE	ARC	CHORD	CHORD BEARING	TANGENT IN	TANGENT OUT
35	CENTERLINE	500.00	8°34'42"	74.86	74.79	S86°12'42"W	N89°29'57"W	S81°55'21"W
	OUTLOT 2	470.00	8°34'42"	70.37	70.30	S86°12'42"W	N89°29'57"W	S81°55'21"W
	N. R.O.W.	530.00	8°34'42"	79.35	79.28	S86°12'42"W	N89°29'57"W	S81°55'21"W
43		530.00	8°28'57"	78.47	78.39	S86°15'34"W	N89°29'57"W	S82°01'06"W
44		530.00	0°05'44"	0.88	0.88	S81°58'14"W	S82°01'06"W	S81°55'21"W
36	CENTERLINE	450.00	3°342'00"	264.68	260.88	N59°04'47"W	N75°55'47"W	N42°13'47"W
	S. R.O.W.	480.00	3°342'00"	282.32	278.27	S59°04'47"E	S42°13'47"E	S75°55'47"E
	OUTLOT 3	480.00	30°52'29"	258.66	255.54	S69°29'33"E	S45°03'18"E	S75°55'47"E
42		480.00	2°49'31"	23.67	23.67	S43°38'33"E	S42°13'47"E	S45°03'18"E
N. R.O.W.		420.00	3°342'00"	247.03	243.49	S59°04'47"E	S42°13'47"E	S75°55'47"E
47		420.00	0°12'17"	1.50	1.50	S75°49'39"E	S75°43'30"E	S75°55'47"E
OUTLOT 6		420.00	30°34'12"	224.09	221.44	S60°26'24"E	S45°09'18"E	S75°43'30"E
48		420.00	2°55'31"	21.44	21.44	S43°41'32"E	S42°13'47"E	S45°09'18"E
37	CENTERLINE	480.00	49°09'11"	411.78	399.27	N66°48'22"W	N42°13'47"W	S88°37'02"W
	S. R.O.W.	450.00	49°09'11"	386.05	374.32	N66°48'22"W	N42°13'47"W	S88°37'02"W
	41		450.00	14°12'29"	111.59	111.30	N42°20'01"W	N42°13'47"W
40		450.00	20°01'51"	157.32	156.52	N66°27'11"W	N56°26'16"W	N76°28'07"W
39		450.00	14°54'51"	117.14	116.81	N83°55'32"W	N76°28'07"W	S88°37'02"W
N. R.O.W.		510.00	49°09'11"	437.52	424.23	N66°48'22"W	N42°13'47"W	S88°37'02"W
49		510.00	6°08'11"	54.62	54.60	N45°17'53"W	N42°13'47"W	N48°21'58"W
50		510.00	11°33'13"	102.84	102.67	N54°08'35"W	N48°21'58"W	N59°55'11"W
51		510.00	11°32'58"	102.80	102.63	N65°41'40"W	N59°55'11"W	N71°28'09"W
OUTLOT 5		510.00	3°22'27"	30.03	30.03	N73°09'22"W	N71°28'09"W	N74°50'35"W
52		510.00	11°21'50"	101.15	100.99	N80°31'30"W	N74°50'35"W	N86°12'26"W
53		510.00	5°10'32"	46.07	46.05	N88°47'42"W	N86°12'26"W	S88°37'02"W
38	OUTLOT 7	20.00	84°47'02"	29.60	26.97	S53°30'06"E	S08°06'33"E	N87°06'23"E
39	56	20.00	84°47'03"	29.60	26.97	N34°16'57"E	N76°40'29"E	N08°06'34"W
40	CENTERLINE	350.00	5°48'13"	35.45	35.44	N11°00'40"W	N08°06'34"W	N13°54'46"W
41	OUTLOT 10	100.00	12°53'01"	22.49	22.44	N14°33'05"W	N08°06'34"W	N20°59'35"W
42	CENTERLINE	500.00	49°52'04"	435.18	421.57	S63°41'00"W	S88°37'02"W	S38°44'58"W
	EAST	500.00	6°43'36"	58.70	58.67	S85°15'14"W	S88°37'02"W	S81°53'26"W
	WEST	500.00	43°08'28"	376.48	367.65	S60°19'12"W	S81°53'26"W	S38°44'58"W
55		530.00	1°30'39"	13.98	13.97	S87°51'43"W	S88°37'02"W	S87°06'23"W
S. R.O.W.		470.00	49°52'04"	409.07	396.28	S63°41'00"W	S88°37'02"W	S38°44'58"W
37		470.00	3°39'28"	30.00	30.00	S86°47'18"W	S88°37'02"W	S86°47'34"W
OUTLOT 3		470.00	6°59'47"	57.39	57.36	S81°27'41"W	S84°45'23"W	S77°57'47"W
36		470.00	20°03'10"	164.49	163.65	S67°56'12"W	S77°57'47"W	S57°54'38"W
35		470.00	19°09'39"	157.18	156.45	S49°19'48"W	S57°54'38"W	S38°44'58"W
N. R.O.W.		530.00	37°55'31"	350.82	344.45	S57°42'43"W	S76°40'29"W	S38°44'58"W
56		530.00	9°56'11"	91.91	91.80	S71°42'24"W	S76°40'29"W	S66°44'18"W
57		530.00	11°04'28"	102.44	102.28	S61°12'04"W	S66°44'18"W	S55°39'51"W
58		530.00	11°04'28"	102.44	102.28	S50°07'37"W	S55°39'51"W	S44°35'23"W
59		530.00	5°50'25"	54.02	54.00	S41°40'11"W	S44°35'23"W	S38°44'58"W
43	R.O.W.	20.00	79°31'28"	27.76	25.58	N77°47'28"E	S82°26'48"E	N38°01'45"E
	S.9.W.	20.00	43°59'29"	15.36	14.98	N60°21'29"E	N82°01'13"E	N38°01'45"E
	OUTLOT 10	20.00	35°31'59"	12.40	12.21	S80°12'47"E	S62°26'48"E	N82°01'13"E

SWAN VIEW FARMS

BEING A REDIVISION OF LOT 1 OF CERTIFIED SURVEY MAP NUMBER _____, BEING A PART OF THE SOUTHWEST 1/4 AND ALL OF THE NORTHWEST 1/4 AND SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 2, TOWNSHIP 7 NORTH, RANGE 19 EAST, IN THE CITY OF PEWAUKEE, WAUKESHA COUNTY, WISCONSIN.

SURVEYOR'S CERTIFICATE:

STATE OF WISCONSIN)
) SS
COUNTY OF WAUKESHA)

I, Ted R. Indermuehle, Professional Land Surveyor, do hereby certify:

That I have surveyed, divided and mapped lands being a redivision of Lot 1 of Certified Survey Map number _____, being a part of the Southwest 1/4 and all of the Northwest 1/4 and Southeast 1/4 of the Southwest 1/4 of Section 2, Township 7 North, Range 19 East, in the City of Pewaukee, Waukesha County, Wisconsin.

Said Land contains 4,929,295 Square Feet (or 113.1610 Acres) of land, more or less.

That I have made such survey, land division, dedication and map by the direction of BWC INVESTMENTS LLC, owner of said lands.

That such map is a correct representation of all the exterior boundaries of the land surveyed and the land division thereof made.

That I have fully complied with the provisions of Chapter 236 of the Wisconsin Statutes and the Subdivision Regulations of the City of Pewaukee, Waukesha County, Wisconsin in surveying, dividing and mapping the same.

Dated this 6th Day of May, 20 20_____.

Ted R. Indermuehle, P.L.S.
Professional Land Surveyor, S-3119
TRIO ENGINEERING, LLC
4100 N. Calhoun Road, Suite 300
Brookfield, WI 53005
Phone: (262)790-1480 Fax: (262)790-1481

UTILITY EASEMENT PROVISIONS:

An easement for electric, natural gas, and communications service is hereby granted by

BWC INVESTMENTS LLC, Grantor, to

WISCONSIN ELECTRIC POWER COMPANY and WISCONSIN GAS, LLC, Wisconsin corporations doing business as We Energies, and WISCONSIN BELL, INC. doing business as AT&T WISCONSIN, a Wisconsin corporation, and SPECTRUM MID-AMERICA, LLC, Grantee, AND

their respective successors and assigns, to construct, install, operate, repair, maintain and replace from time to time, facilities used in connection with overhead and underground transmission and distribution of electricity and electric energy, natural gas, telephone and cable TV facilities for such purposes as the same is now or may hereafter be used, all in, over, under, across, along and upon the property shown within those areas on the plat designated as "Utility Easement Areas" and the property designated on the plat for streets and alleys, whether public or private, together with the right to install service connections upon, across within and beneath the surface of each lot to serve improvements, thereon, or on adjacent lots; also the right to trim or cut down trees, brush and roots as may be reasonably required incident to the rights herein given, and the right to enter upon the subdivided property for all such purposes. The Grantees agree to restore or cause to have restored, the property, as nearly as is reasonably possible, to the condition existing prior to such entry by the Grantees or their agents. This restoration, however, does not apply to the initial installation of said underground and/or above ground electric facilities, natural gas facilities, or telephone and cable TV facilities or to any trees, brush or roots which may be removed at any time pursuant to the rights herein granted. Structures shall not be placed over Grantees' facilities or in, upon or over the property within the lines marked "Utility Easement Areas" without the prior written consent of Grantees. After installation of any such facilities, the grade of the subdivided property shall not be altered by more than four inches without written consent of grantees.

The grant of easement shall be binding upon and inure to the benefit of the heirs, successors and assigns of all parties hereto.

CITY TREASURER CERTIFICATE:

STATE OF WISCONSIN)
) SS
COUNTY OF WAUKESHA)

I, Kelly Tarczewski, being duly elected, qualified and acting City Treasurer of the City of Pewaukee, do hereby certify that in accordance with the records in my office, there are no unpaid taxes or special assessments as of this _____ Day of _____, 20_____ on any of the land included in the Plat of "SWAN VIEW FARMS".

Dated this _____ Day of _____, 20 _____.

Kelly Tarczewski, City Treasurer

COUNTY TREASURER CERTIFICATE:

STATE OF WISCONSIN)
) SS
COUNTY OF WAUKESHA)

I, Pamela F. Reeves, being duly elected, qualified and acting Treasurer of the County of Waukesha, do hereby certify that the records in my office show no unredeemed tax sales and no unpaid taxes or special assessments as of this _____ Day of _____, 20_____ on any of the land included in the Plat of "SWAN VIEW FARMS".

Dated this _____ Day of _____, 20 _____.

Pamela F. Reeves, County Treasurer

COMMON COUNCIL APPROVAL:

Resolved that this Plat known as "SWAN VIEW FARMS", in the City of Pewaukee, Waukesha County, Wisconsin, which has been filed for approval, be and hereby is approved as required by Chapter 236 of the Wisconsin State Statutes.

I hereby certify that the foregoing is a true and correct copy of a resolution adopted by the Common Council of the City of Pewaukee on the _____ Day of _____, 20 _____.

Date: _____

Steve Bierce, Mayor

Kelly Tarczewski, City Clerk

CONSENT OF CORPORATE MORTGAGEE:

TOWN BANK, a corporation duly organized and existing by virtue of the laws of the State of Wisconsin, Mortgagee of the above described land, does hereby consent to the surveying, dividing, mapping, and dedicating of the land described on this Plat, and does hereby consent to the above certificate of BWC INVESTMENTS LLC, owner, this _____ day of _____, 20 _____.

TOWN BANK

William Stone, Senior Vice President

STATE OF WISCONSIN)
) SS
COUNTY OF _____)

Personally came before me this _____ day of _____, 20_____, the above named William Stone, _____ of the above named corporation, to me known to be the person who executed the foregoing Instrument, and to me known to be such _____ of said corporation, and acknowledged that he executed the foregoing Instrument as such officer as the deed of said corporation, by its authority.

Print Name: _____
Public, _____ County, WI
My Commission Expires: _____

CORPORATE OWNER'S CERTIFICATE OF DEDICATION:

BWC INVESTMENTS LLC, a Wisconsin Limited Liability Company duly organized and existing under and by virtue of the laws of the State of Wisconsin, as owner, certifies that said Limited Liability Company has caused the land described on this plat to be surveyed, divided, mapped and dedicated as represented on this plat. I also certify that this plat is required by S.236.10 or S.236.12 to be submitted to the following for approval or objection.

APPROVING AGENCIES:

1. City of Pewaukee

AGENCIES WHO MAY OBJECT:

1. State of Wisconsin, Department of Administration
2. Waukesha County, Department of Parks and Land Use

Witness the hand and seal of said Owner this _____ day of _____, 20_____.

BWC INVESTMENTS LLC

Carl Tomich, President of
BWC INVESTMENTS LLC, its Sole Member

STATE OF WISCONSIN)
) SS
COUNTY OF WAUKESHA)

Personally came before me this _____ day of _____, 20_____, the above named Carl Tomich, President of BWC INVESTMENTS LLC, its Sole Member of the above named Limited Liability Company, to me known to be the person who executed the foregoing Instrument, and to me known to be such President of said Limited Liability Company, and acknowledged that he executed the foregoing instrument as such officer as the deed of said Limited Liability Company, by its authority.

Print Name: _____
Public, Waukesha County, WI
My Commission Expires: _____

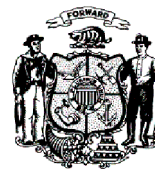


4100 N. Calhoun Rd.
Suite 300
Brookfield, WI 53005
Phone: (262) 790-1480
Fax: (262) 790-1481

There are no objections to this plat with respect to Secs. 236.15, 236.16, 236.20 and 236.21(1) and (2), Wis Stats. as provided by s. 236.12, Wis. Stats.

Certified _____, 20_____

Department of Administration



SHEET 6 OF 6

Return to: BWC Investments, LLC
N8 W22520-L Johnson Dr.
Waukesha, WI 53186

EXHIBIT D
DECLARATION OF RESTRICTIONS
FOR
SWAN VIEW FARMS

This Declaration is made this 17th day of April 2020 by BWC Investments, LLC, hereinafter the "Developer".

WHEREAS, Developer is the owner of the property commonly known as the Swan View Farms Subdivision, in the City of Pewaukee, Waukesha County, Wisconsin, more particularly described on the attached Exhibit A; and

WHEREAS, Developer desires to subject the residential lots in said Swan View Farms Subdivision to the conditions, restrictions, covenants, reservations and easements contained herein for the benefit of the said property and for the benefit of each owner of any part thereof and for the purpose of creating a desirable utilization of land in an aesthetically pleasing residential environment.

THEREFORE, the Developer hereby declares that the real property described on the attached Exhibit A, shall be held, sold, conveyed, transferred, used and improved only subject to the conditions, restrictions, covenants, reservations and easements hereinafter set forth which shall inure to the benefit of the Developer, its successors and assigns, and to all parties hereafter having any interest in the property.

1. BINDING EFFECT AND DEFINITIONS

This Declaration of Restrictions shall become effective immediately upon the recording hereof with respect to the property described on the attached Exhibit A.

The terms "Swan View Farms", "Swan View Farms Development" and "Subdivision", as used in this Declaration of Restrictions, are defined as the property described on the attached Exhibit A.

The term "Lot" as used in this Declaration is hereby defined as each separate buildable parcel of real estate existing now or in the future which is created by any land division done in accordance with all applicable laws and regulations, and in compliance with all restrictions set forth in this Declaration, of the lands subject to this Declaration.

The terms "Common Area" or "Outlot" are defined as any outlot, boulevard, detention or retention area, or other area within the subdivision which is not a lot nor a dedicated street nor other dedicated area for which the City of Pewaukee has assumed responsibility for maintenance. Each owner of a lot shall have an undivided 1/82nd ownership interest in the common outlots (except outlot #4 & #5) and the Owner's Association shall be responsible for the maintenance of all common areas and common outlots (including outlot #4 & #5). The Owner's Association will be responsible for the repair or maintenance of any monument or common landscape amenity that

is installed in a public right of way. This includes damage that may occur during City maintenance operations such as snowplowing.

2. GENERAL PURPOSE

The general purpose of these restrictions is to assure that Swan View Farms will become and remain an attractive, high quality residential community and to that end to preserve and maintain the natural beauty, to insure the best use and the most appropriate development and improvement of building sites within the property; to protect owners of building sites against such use of surrounding sites as may detract from the residential value of their property; to guard against and prevent the erection of poorly designed or proportioned structures on any part of the property; to obtain harmonious use of materials and color schemes in improvements; to insure the highest and best residential quality of the property; to encourage and secure the improvements of the property with attractive homes with appropriate locations thereof on the building sites; to secure and maintain proper spatial relationships of structures to other structures and lot lines; and generally to insure the highest and best residential development of the property.

3. INTERPRETATION

It is inherent to protective covenants and restrictions that from time to time those covenants and restrictions are subject to interpretation. In those instances wherein an interpretation is required because there is no definitive rule to be followed, or because there is a question regarding an intangible concept such as, but not limited to, what constitutes harmonious architectural design, what is poor design or proportion and what is aesthetically pleasing, the matter shall be subject to the opinion of the Architectural Control Committee for the granting of a final approval.

4. ARCHITECTURAL CONTROL COMMITTEE

An Architectural Control Committee (hereinafter the "Committee") for Swan View Farms Subdivision is hereby established. The Committee shall consist of not less than three members, designated as hereinafter set forth. The decision of the majority of the members of the Committee shall be final and binding upon all parties. The Committee members shall not be entitled to compensation for services performed pursuant to this paragraph. The initial members of the Committee shall be appointed by the Developer, and the Developer shall be entitled to remove and replace members of the Committee, at its sole discretion, as long as there remains any vacant lot in the subdivision; thereafter, the Committee shall consist of the Board of Directors of the Owner's Association, established as hereinafter set forth, provided said Owner's Association is in existence. If the Owner's Association is not legally in existence at any time after which there is no longer any vacant lot in the subdivision, the Committee shall continue in existence with its then existing members, and Committee members shall be subject to removal, replacement and/or appointment as follows: by majority vote of the Committee members in attendance at a Committee meeting called by any one or more Committee members for that purpose; and/or by majority vote of lot owners in attendance at a meeting of lot owners called by any one or more lot owners for that purpose. Lot owner meetings called to remove, replace and/or appoint Committee members shall require not less than 10 days written notice to at least one owner of each lot, by personal delivery or by First Class U. S. Mail addressed to the last known owner and address as shown on the Tax Roll.

5. ARCHITECTURAL CONTROL

No building, swimming pool, gazebo, fence, wall, driveway, tennis court, light post, landscaping or other structure or improvement shall be constructed, erected, placed or altered on any lot in Swan View Farms Subdivision without the approval of the Architectural Control Committee. For any undertaking requiring approval of the Architectural Control Committee, three sets of plans [including building construction plans (with roof, siding, brick, stone, stucco and trim colors), site plans, and grading plans (where necessary)] shall be submitted to the Architectural Control Committee. If and when plans are approved, two sets of the approved plans shall be signed, dated, and returned by the Architectural Control Committee to the lot owner as evidence of such approval. Any changes or revisions required by the Architectural Control Committee shall first be made to the plans by the owner's agent before approval is given. Once the Architectural Control Committee's approval has been given the plans shall be strictly adhered to by the lot owner, unless subsequent changes are approved by the Architectural Control Committee. Landscaping plans shall be done by a professional designer and submitted prior to any work being started.

In passing upon the plans and specifications, the Committee may take into consideration the suitability of the proposed building or other structure or improvement, its design, elevation, color, construction materials, the harmony thereof with surrounding buildings, its proposed location, the view from other properties in the subdivision, and such other matters of terrain, environmental impact, aesthetics, and impact upon other lots in the subdivision as the Committee may deem appropriate. The Committee shall have the right to waive minor infractions or deviations from these restrictions in the case of hardship and/or common sense. Any action by the Committee shall be final and conclusive as to all persons then or thereafter owning lots covered by these restrictions. The Committee shall not be liable for actions taken or decisions made in good faith.

In addition to the requirements of these restrictions, all construction shall comply with applicable zoning and building code requirements. It is not intended that the Committee have full knowledge of, or expertise in, matters of zoning, building codes or proper drainage. The Committee shall have no liability or responsibility in the event it approves plans which fail to comply with applicable zoning or building codes, and/or which fail to properly handle drainage. In the event that approved plans violate applicable zoning or building codes, or fail to properly handle drainage, it shall be the sole responsibility of the lot owner to discover and determine the error, to have the appropriate corrections made to the plans, and to resubmit the corrected plans to the Committee for its approval.

6. DWELLINGS AND OTHER STRUCTURES

All lots shall be used only for single-family residential purposes, and such recreational purposes permitted by this Declaration and applicable zoning. All dwellings shall be designed by a home designer, registered architect or equally qualified individual or firm.

It is specifically intended, by the architectural control provisions set forth herein, that there be a compatibility of architectural styles amongst the various homes that are in close visual proximity to one another, while at the same time retaining diversity so as to avoid the monotony of duplication. Toward this end, the Architectural Control Committee may evaluate and approve the use of a particular architectural style of home on any given lot in the subdivision. In making that evaluation the Architectural Control Committee may consider the proposed residence in

relation to existing homes or previously approved (conceptual or final) homes that will be in close visual proximity to the proposed residence.

50% of the front of the residences shall be masonry, consisting of brick, stone, cultured stone/brick, Dryvit, stucco and/or stucco panels, and must terminate at an inside corner or have an acceptable terminating point, as determined solely by the Architectural Control Committee. The committee at its sole discretion may require more or less than 50% masonry if architectural style dictates. The other sides of the home's exterior siding shall consist of LP siding, cement board siding, natural stone, cultured stone, brick or stone, Dryvit, stucco and/or stucco panels. Additional brick, stone, cultured stone/brick, Dryvit, stucco and/or stucco panels, may be required on other elevations of the home, at the sole discretion of the Architectural Control Committee (no vinyl or aluminum siding will be allowed). Further, the Architectural Control Committee, in its sole discretion, shall have the right to permit or prohibit the use of cedar, composite wood, and/or other types of siding as it may deem appropriate to preserve the architectural integrity and quality appearance of dwellings in the subdivision. Aluminum or vinyl soffits and fascia may be allowed. No exposed poured concrete or concrete block over eight (8) inches above grade shall be permitted on any house. Any exposure over eight (8) inches, below the first floor, must be covered by brick and/or stone, Dryvit, stucco or cultured brick or stone, stucco panels, or siding. The roofing of all dwellings shall consist of dimensional asphalt shingles in. The Architectural Control Committee, in its sole discretion, may permit or prohibit the use of other types roofing materials (such as tile, cement, metal or cedar) having substantially the same appearance as the permitted materials, as it may deem appropriate, to preserve the architectural integrity and quality of appearance of dwellings in the subdivision. Further, the Architectural Control Committee may, in their sole discretion, permit the use of such other forms of high quality and aesthetically pleasing roof materials as may be available now or in the future, including but not limited to masonry and/or copper for accent areas only. The main portion of the roof shall have a minimum pitch of 8/12 for a two-story and 10/12 for a ranch style home. A lesser pitch over other areas, such as porches, breezeways and bays, may be permitted or denied at the sole discretion of the Architectural Control Committee. Lesser pitch roofs also can be approved by the ACC at their sole discretion if the architectural style of the home warrant such a pitch.

If shutters are used, then the ACC may require them to be used on all elevations. Window wraps and window grids must be used on all windows unless architectural style and ACC allows the elimination of these features.

All homes shall include an attached garage with a minimum of 600 square feet. The Architectural Control Committee, at its sole discretion, may prohibit any attached garage, which has an exterior appearance of having a capacity of more than 3 cars. Garages are to be side entry where possible. Angled & front entry garages may be permitted at the sole discretion of the Architectural Control Board. No detached garages shall be permitted.

No storage shed shall be allowed on any lot. Other types of outbuildings, such as pool equipment and/or changing room facilities may be allowed, providing they are approved, as to design, location and landscaping, by the Architectural Control Committee. No outbuilding shall be constructed on any lot prior to the commencement of construction of the single-family residence on such lot. All lot owners are further advised that outbuilding construction is also subject to applicable zoning ordinances, and may be prohibited or restricted unless a variance or conditional use permit is obtained.

7. MINIMUM SQUARE FOOTAGE REQUIREMENTS

Houses constructed in Swan View Farms Subdivision shall have a minimum square footage of living space as follows:

- i. One-story houses shall have a minimum square footage of living space of not less than 2,200 square feet.
- ii. One and one-half story houses shall have a minimum square footage of living space of not less than 2,800 square feet total. 1st floor square footage not less than 1,400.
- iii. Two-story houses shall have a minimum square footage of living space of not less than 2,800 square feet total. 1st floor square footage not less than 1,400.

Living space is determined by the outside dimensions (exclusive of garages, porches, patios, breezeways and similar additions) of the exterior walls of above grade, finished living space. In no event shall floor space which is partially or completely below finished yard grade (such as basement space, whether or not exposed, and/or the lower level of a split level) be counted for purposes of determining minimum square footage of living space. The minimum square footage shall be determined as of the time of initial construction, and shall not consider or include unfinished areas or future additions.

The Architectural Control committee, in its sole discretion, may grant approval for any house on any lot with square footage up to five percent (5%) less than the minimum required above, provided; however, in no event shall any house be constructed on any lot with square footage below the minimum standard of the City of Pewaukee.

8. COMMENCEMENT OF AND COMPLETION OF CONSTRUCTION

Before any construction shall be commenced on any lot the driveway shall be rough graded in a horizontal location and with a vertical alignment as approved by the Architectural Control Committee. All access to and from the home site construction area by material suppliers, contractors and other individuals shall be by this driveway location and no other means or way. This covenant is primarily for the protection of natural amenities of the site.

Any exterior construction commenced shall be completed within a one-year period and shall be ready for occupancy within that period. Also, within six (6) months of occupancy or within one and one-half (1 ½) years of the commencement of construction, whichever date shall be shorter, the owner of such lot shall landscape any area disturbed by construction, and shall complete all landscaping in accordance with the plans and specifications approved by the Architectural Control Committee.

During the time of construction the lot owner shall be responsible to see that his or her contractor maintains a constant cleanup of all scraps, paper or other waste materials, and all dirt and mud tracked onto public streets, and that all access to the site is through the approved driveway, and by no other means or way. The lot owner shall further be responsible for the repair

of any and all damage to the public right-of-way adjacent to the lot, including but not limited to any pavement, sidewalk, curb, gutter, ditch, swale and/or culvert, and to any drainage ditches, swales and/or other drainage facilities on the lot, occurring prior to completion of construction. In the event that the owner or his contractor shall fail in this responsibility the Developer shall have the right to perform the necessary cleanup and/or make the necessary repairs and to charge the construction deposit and/or obtain reimbursement for the expense incurred by the Developer or Owner's Association, as the case may be, as set forth in Paragraph 9 below.

During any earth moving activities, proper erosion control practices shall be installed to prevent sediment entering storm water drainage ways or leaving the immediate construction site. Erosion control including the stabilization of each lot with permanent grass must comply with the City of Pewaukee Erosion Control Ordinance.

9. CONSTRUCTION DEPOSIT

At the time of closing on a Lot a Construction Deposit in the amount of Two Thousand Dollars (\$ 2,000.00) shall be collected from the Lot owner and held by the Developer. These funds are transferable to subsequent buyers of a Lot after the initial sale by Developer. These funds are to ensure compliance with these covenants and restrictions dealing with contractor cleanup, use of the approved driveway and repair of damage to pavement, sidewalks, curbs and gutters, to ensure compliance with the landscaping and tree planting requirements set forth in this Declaration, and to assure compliance with the architectural covenants, restrictions and requirements contained herein and as approved by the Architectural Control Committee. In the event the Lot owner and/or his or her contractors fail to comply with the cleanup requirements and/or the use of the approved driveway, and/or repair of any damaged sidewalks, curbs and/or gutters and/or the landscaping and tree planting requirements set forth in this Declaration, and in the event the Developer or Owner's Association, as a result of such noncompliance, undertakes any cleanup or repair and/or is charged or assessed by the City of Pewaukee for same, the Developer or Owner's Association shall be entitled to deduct and retain from the Construction Deposit a sum sufficient to reimburse Developer or Owner's Association for all costs and expenses incurred by Developer or Owner's Association for such cleanup and/or repair. Developer alternatively has the right to keep the entire deposit and not undertake the repair. In the event the Lot owner and/or the Lot owner's contractors fail to comply with the architectural or other requirements or provisions of this Declaration of Restrictions, and in the event Developer or Owner's Association retains an attorney to pursue enforcement of said requirements and/or provisions, the Developer or Owner's Association shall be entitled to deduct and retain from the deposit a sum sufficient to reimburse Developer or Owner's Association for all costs and expenses, including but not limited to a reasonable actual attorney's fees, incurred by Developer or Owner's Association with respect to such enforcement. In the event the deposit amount is not sufficient to fully reimburse Developer or Owner's Association for cleanup and/or repair expenses, charges and/or assessments, and/or for costs, expenses and reasonable attorney's fees relating to enforcement of architectural requirements, the owners of the lot shall be jointly and severally liable to Developer or Owner's Association for any excess and shall constitute a lien on the Lot. Developer alternatively has the right to keep the entire deposit and not undertake the repair. In the event that no deductions are made, or in the event there is a balance remaining after all deductions, upon the owner's request, the balance in the escrow account shall be returned to the current owner so long as the final lift of asphalt has been completed in the Subdivision. In order for such request to be valid, said request must be submitted in writing to Developer within two years of the initial lot purchase from the Developer, home construction must be complete, and a lawn must be established, as required in Section 19 of these Restrictions and all aspects of these restrictions must be met along with all the improvements including structures, driveways,

patios, decks, landscaping must approved by the ACC prior to install; failure to do so will result in forfeiture of said deposit.

10. TREES AND LANDSCAPING

Buyer is required to purchase and install two (2) street trees (corner lots will require four (4) street trees) at front of each lot installed on the front 10 feet of the lot following the road right-of-way and trees must be a minimum of 3" caliper with species approved by the Architectural Control Committee. The Lot owner is responsible for protecting and maintaining said trees, including watering, mulching and fertilizing as needed. In the event the Lot owner fails to properly protect and maintain said trees, the lot owner shall promptly replace any dead or dying tree, and shall continue to protect and maintain same. In the event the location of any such tree interferes with the lot owner's driveway location, the Lot owner shall be responsible for moving such tree at the Lot owner's expense.

Landscaping, consisting of a mix of evergreens, trees and shrubs, are being installed on and along Swan Rd. The Owner's Association is responsible for the maintenance of such landscaping, including trimming, watering, mulching and fertilizing as needed. The Owner's Association shall replace any dead or dying tree or shrub as necessary.

Additional landscaping and a possible subdivision entrance monument will be installed at the entrance. The Owner's Association will maintain this landscaping and monument.

The Owner's Association shall also be responsible for the care and maintenance of any trees or shrubs planted on the cul-de-sacs or outlots.

No existing live tree with a diameter of eight inches or more at a height four feet above ground shall, without approval of the Architectural Control Committee be cut down, destroyed, mutilated, moved or disfigured. All existing trees shall be protected during construction and preserved by wells or islands and proper grading in such a manner as may be required by the Architectural Control Committee. Existing live trees with a diameter of eight inches or more at a height four feet above the ground shall be considered by the Architectural Control Committee in granting approval for the location of the house, driveway and any and all other structures on any lot. The provisions of this paragraph do not apply to any tree located more than 250 feet from the nearest common lot line with any other lot in the subdivision.

11. BUILDING SETBACKS

It is one of the intentions of the covenants and restrictions to create a completed community whose site plan is varied and well integrated to the overall site surroundings as well as the specific lot.

All lot setbacks shall be approved in writing by the Architectural Control Committee. The minimum setbacks for a Single – Family Residence shall be:

1. Forty (40) feet from any abutting street right-of-way.
2. Twenty (20) feet from any side yard.
3. Thirty-Five (35) feet from any rear yard.
4. Twenty-Five (25) feet from any wetland

If any lot owner desires to rotate its proposed single-family residence to face toward the corner of a lot, the Architectural Control Committee reserves the right to determine the street yard setbacks that the declarant believes to be most beneficial to the overall appearance of the subdivision.

The site plan for each lot will be reviewed with respect to achieving the above goals and avoiding monotony or noticeable similar placement of homes to those existing or previously approved. In achieving these goals, offsets greater than those specified above may be required by the Architectural Control Committee. Further, the Architectural Control Committee, in its sole discretion, may alter the offsets to the minimum allowed by the City of Pewaukee if it determines, in its sole discretion, that terrain conditions and/or preservation of existing trees so require. Other zoning restrictions may apply.

12. DRIVEWAYS

The owner of each lot shall, within six (6) months of the date of issuance of an occupancy permit of a residence on a lot, install a hard surfaced concrete, brick or stone paver, or asphalt driveway. Said driveway shall extend from the vehicle entry to the garage to an intersection with the public street.

13. HEIGHT OF GRADE AND BUILDING PADS

No owner of any lot, nor any person or persons claiming under the lot owner, shall or will at any time alter the grade of any lot or outlot from that which is naturally occurring on that lot at the time the site development improvements have been completed by the Developer, except to the extent required to comply with the Master Grading Plan or any amendment thereto approved by the City of Pewaukee Engineer on file in the office of the City of Pewaukee Clerk, unless and until the property owner shall first obtain the written approval of the Architectural Control Committee and the City of Pewaukee for such grade alterations.

In order to obtain this approval it shall first be necessary for the property owner, at his or her expense, to have prepared a grading plan which shows in detail the area to be re-graded, the existing and proposed topography, analyzes the effects on site drainage, and is a plan which does not unreasonably affect an adjacent lot owner as regards drainage or their viewing of unreasonable slope treatment.

Each lot owner must strictly adhere to and finish grade their lot in accordance with the Master Lot Grading Plan or any amendment thereto approved by the City of Pewaukee Engineer on file in the office of the City of Pewaukee Clerk. The Committee and/or the City of Pewaukee and/or their agents, employees or independent contractors shall have the right to enter upon any lot, at any time, for the purpose of inspection, maintenance, correction of any drainage condition, and the lot owner is responsible for cost of the same.

Subdivision grading has been performed with the intention that home construction on each lot take place within a building pad area as shown on the Master Grading Plan. Construction of the home and/or other improvements beyond the limits of such building pad area may result in an increased risk of encountering adverse subsoil conditions.

14. NUISANCES

No noxious or offensive activities shall be carried on upon any lot or outlot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

15. OUTDOOR STORAGE

No boat, unlicensed vehicle, inoperable vehicle, recreational vehicle, vehicle licensed as a commercial truck, or trailer of any kind may be parked or stored on any lot outside of a building for any time period in excess of 24 hours in any calendar week, except for trucks and/or trailers used during construction or remodeling periods. The term "recreational vehicle" shall mean any vehicle used primarily for pleasure or recreation, and shall include, but not be limited to: snowmobiles, trail bikes, travel trailers and campers, motor homes, and off road vehicles of any kind.

16. UTILITY RESTRICTIONS

All lots shall be provided with electric, natural gas, and telephone service by means of underground installation only. No residence or other building or structure on any lot shall be serviced by the use of any secondary overhead service wires. All costs and expenses involved in installing underground utility service connections on any lot between the utility companies' secondary pedestals and the buildings on any lots shall be paid by the owner of said lot.

17. ANIMALS AND LIVESTOCK AND POULTRY

No animals, livestock or poultry shall be raised, bred or kept on any lot, except that dogs, cats and/or other customary household pets shall be permitted provided they are not raised, bred and/or kept for commercial purposes.

18. SIGNS

No sign of any kind shall be displayed to the public view on any lot except one sign not more than two square feet in size identifying the property of the owner, one sign not more than six square feet in size advertising the property for sale or rent, a sign used by a builder to advertise a residence for sale, or as a model home, but only during the construction and sales period, such signs as may be used by the Developer in conjunction with initial lot sales in the subdivision, or one or more subdivision entrance signs erected by the Developer and/or by the Association. A larger model home sign, not to exceed 12 square feet may be allowed with Architectural Control Committee approval.

19. LAWN AND YARD

In addition to the normal maintenance and mowing of lawn areas on a lot, the owner of each lot shall also maintain the lawn and yard area in front of the lot from the property line (front lot line) to the back of the curb and gutter section or shoulder of the public roadway. In addition to mowing the area between the lot line and the road, the lot owner shall keep this area free of debris and in all other ways properly maintained. Notwithstanding the foregoing, the Association, in its sole discretion, shall have the right, but not the responsibility, to undertake mowing and/or other lawn maintenance within the common areas, as created by this Declaration, together with the area between the front lot line and the road, throughout the subdivision, and to charge the cost thereof as a common expense.

20. ANTENNAE

No exterior antennae, other than one dish type antenna not exceeding thirty (30) inches in diameter, shall be allowed on any lot.

With respect to dish antennas not exceeding thirty (30) inches in diameter, they shall not be attached to the front of any house, nor shall same be located in the front yard of the residence.

21. FENCES

It is the intention to preserve the open natural feeling of Swan View Farms Subdivision's environment. Therefore, no barrier fences or containment fences may be erected on or adjacent to any lot line. With regard to swimming pools, only fencing required to meet governmental regulations will be permitted.

22. MAILBOX

Per the direction of the Postmaster and the City of Pewaukee all mailboxes will be clustered in one central location. Purchasers of lots from the Developer shall reimburse the Developer for costs to supply & install the cluster mailbox. The Owner's Association shall have the right to assume all or part of the responsibility for maintaining, repairing and/or replacing mailboxes and to charge the cost thereof as a common expense. To the extent not assumed by the Association, the lot owner shall be responsible for maintaining the mailbox in a first class condition at all times.

23. ELECTRIC LAMPPOST

At the time of construction of a residence, the owner of residence shall install, at the owner's expense, one (1) outdoor electric lamppost (the design and quality of which shall be specified by Declarant), with an unswitched photoelectric cell, at a location on the lot deemed appropriate to the subdivision, at the Declarant's discretion. Purchaser of lots from Developer shall reimburse Developer at time of closing for such lamppost. The lamppost shall be maintained by the owner, at the owner's expense, in a proper operating manner. If the owner fails to maintain the lamppost in proper operating order, maintenance of the lamppost may, fifteen (15) days after date of mailing of written notice to the owner, be performed by the Declarant and/or the Association, and the cost of such maintenance shall be a Special Assessment against the owner.

24. ASPHALT PATHS

Certain Outlots within Swan View Farms Subdivision have or will have asphalt paths. Owners Association will be responsible for the care and maintenance of all paths. This will not necessarily include snow and ice removal.

25. EASEMENTS

The Developer at its sole discretion may grant easements to the public utilities that will service the lots at Swan View Farms Subdivision.

26. SWIMMING POOLS AND HOT TUBS

In-ground swimming pools shall be permitted, subject to the approval of the Architectural Control Committee, if they meet City and County ordinances and specifications. Above ground swimming pools are prohibited. Hot tubs and spas are permitted only if they are permanent. Architectural Control Committee approval is required for all units. If placed on a concrete slab, the slab requires approval as well. Portable units are not allowed.

27. GOVERNMENT RESTRICTIONS

The Developer, its successors and assigns, and all parties hereafter having an interest in the property, are subject to all rules, codes, regulations and ordinances of the City of Pewaukee, Waukesha County, the State of Wisconsin and the Federal Government, and the same may be more restrictive than these restrictions. In the event there is a conflict between the requirements of these restrictions and any provision of any City, County, State or Federal law or regulation, the more restrictive provisions shall apply. Nothing herein authorizes any modification of, nor does it authorize the Architectural Control Committee to modify in any way, the rules, codes, regulations and ordinances of the City of Pewaukee, Waukesha County, the State of Wisconsin and the Federal Government. No release or waiver by the public body and/or public utility requiring same shall be effective unless it is in writing and approved by the governing body.

To the extent that any specific restriction contained herein is the same as, or is substantially similar to, any specific restriction set forth in or on the subdivision plat, the Developer's Agreement, and/or any approval obtained in conjunction with the development of this subdivision, the inclusion of such restriction herein shall be deemed to constitute the recitation of the restriction required by the public body and/or public utility requiring same, such that same may be enforced, released or waived by the public body and/or public utility having the right of enforcement, in accordance with Sec. 236.293, Wis. Stats., whether or not enforcement rights with respect to such specific restriction are also granted herein to the Owner's Association and/or any other lot owner. The foregoing shall apply only with respect to specific provisions hereof which were specifically required by a public body, and shall not apply to any general requirement that the Developer establish subdivision restrictions, any general approval of these restrictions by any public body, and/or the mere fact that a public body and/or public utility is granted any enforcement rights herein.

28. SUBDIVIDER'S AGREEMENT

A Subdivider's Agreement (Developer Agreement) has been entered into by and between the Developer and the City of Pewaukee, a copy of which is on file in the office of the City Clerk of the City of Pewaukee.

29. AMENDMENTS TO DECLARATION

This Declaration may be annulled, waived, changed, modified or amended solely by the Developer or assigns as long as the Developer or assigns owns any lot in the subdivision. Then thereafter, any modification to this declaration setting forth said change, must be executed by the owners of at least sixty percent (60%) of the lots in the subdivision. Notwithstanding the foregoing, annulments, waivers, changes, modifications or amendments, are an amendment to the Swan View Farms Rs-4 zoning and must be approved by the City of Pewaukee or if so delegated by the City, the appropriate City personnel or committee. Further, no amendment shall become

effective unless and until same is duly recorded in the office of the Register of Deeds for Waukesha County, Wisconsin. In the event there is more than one (1) owner of any lot in the subdivision, the execution of any amendment by any one (1) or more of said owners of such lot shall be deemed sufficient for the purpose of approving and executing any amendment, without the requirement that the other owner(s) of such lot join in the execution of such amendment, unless such other owner or owners of said lot have recorded in the Office of the Register of Deeds for Waukesha County, Wisconsin, prior to the date of execution of such amendment by any other owner of such lot, a notice setting forth the fact that approval of any amendment on behalf of such lot shall not be effective without the approval of the owner filing such notice. In no event shall this section be construed so as to require the Developer to obtain the approval of any lot owner to make any amendment to this Declaration, which is expressly permitted by any provision of this Declaration to be made by Developer alone.

30. ASSIGNMENT

All Developer's rights pursuant to this Declaration may be assigned by Developer to one or more successor developers.

31. ENFORCEMENT

The restrictions and covenants herein contained may be enforced by the Developer, by the Owner's Association created pursuant to the provisions of this Declaration of Restrictions, and/or by any lot owner in the subdivision, by proceedings at law or in equity against any person or persons violating or attempting to violate same. The proceedings may seek to recover damages and/or demand compliance. No enforcement action by the Developer, by the Owner's Association created pursuant to the provisions of this Declaration of Restrictions, and/or by any lot owner in the subdivision with respect to the construction, placement or alteration of any structure or improvement on any lot shall be commenced more than one (1) year after the completion of the construction, placement or alteration of such structure or improvement. Nothing herein contained shall be construed so as to require that the Developer or the Owner's Association undertake any enforcement action.

32. TERM

These restrictions shall run with the land and shall be binding upon all parties and persons having any interest in the land affected hereby for an initial period of forty (40) years from the date this Declaration of Restrictions is recorded, and thereafter shall continue for the full duration of the statutory limitation period for actions to enforce easements or covenants restricting the use of real estate (currently codified at Section 893.33 (6), Stats, but including any future amendments, modifications or re-numbering of that section).

33. SEVERABILITY

Invalidity of any provision of this Declaration, regardless of how determined, shall in no way affect any of the other provisions, which shall remain in full force and effect.

34. OWNER'S ASSOCIATION

An Owner's Association shall be created by the Developer for the purpose of managing the affairs of the subdivision, and for the purpose of managing, controlling and maintaining

common areas, common improvements and common easements. Said Association shall be established as follows:

A. The Association shall be established as either a non-profit corporation or a non-profit association. Each lot owner shall be a member of the Association, and each lot shall be entitled to one (1) vote at meetings of the Association. Membership shall pass with title to each lot.

B. The Association shall be governed by a Board of Directors, consisting of not less than three (3) directors, who shall act by majority vote of these directors on all matters related to common area maintenance, collections, annual dues, billing, etc. The Board of Directors may take a full subdivision vote on any item they feel is needed at their discretion. So long as any lot in the subdivision is owned by Developer, Developer shall be entitled to appoint a sufficient number of the directors such that the directors appointed by Developer constitute a majority.

C. Each lot in the subdivision shall be subject to assessment by the Association for an equal share of the Association's existing or anticipated expenses, which assessments shall constitute a lien on the lot, and, except as set forth below with respect to Waukesha County and/or the City of Pewaukee, the personal obligation of the lot owners, until paid. In the event Waukesha County and/or the City of Pewaukee become the owners of any lot through the tax delinquency process, the foregoing provision shall not be deemed to supersede any law limiting or eliminating the liability of the County or the City with respect to fees or assessments imposed by this Declaration. Further, in the event Waukesha County and/or the City of Pewaukee become the owners of any lot through the tax delinquency process, neither the County nor the City shall have any personal obligation for the payment of Association assessments.

D. "Special Assessments" may be made and levied by the Association against a particular Lot owner and his, her or their lot (without levying against other lots) for:

costs and expenses (anticipated or incurred) for repair of damage to common areas caused by or at the direction of the Lot owner or the family or guests of the Lot owner;

costs, expenses and actual attorneys fees incurred in, or in anticipation of, any suit, action or proceeding to enforce this Declaration against the Lot owner; interest due on general or special assessments;

all other costs and expenses anticipated or incurred by the Association which are subject to special assessments as provided under this Declaration; and costs, expenses and actual attorney's fees incurred in or in anticipation of, any suit, action or proceeding brought against the Owner's Association.

E. "General Assessments" may be made and levied by the Association equally against each Lot owner and his, her or their lot for the following "common expenses" which may be anticipated, incurred or paid by the Association for:

maintenance, repairs, upkeep or operation of common areas and any additional common areas that may be acquired by the Association;

any insurance maintained by the Association;

taxes, assessments and charges of any kind made or levied by any governmental authority against the Association or upon any property of the Association;

all costs and expenses for the operation and administration of the Association, including legal, accounting, management fees, bonding, insurance and other costs incident to the exercise of any of its powers or obligations;

costs and expenses for additional improvements to common areas beyond those installed by Developer and approved by the Association;

all items subject to special assessment which have not been collected from a Lot owner at the time such payments are due; provided that upon collection of the special assessment from that Lot owner, all other Lot owners shall receive an appropriate adjustment, reimbursement or credit on future general assessments, as the Committee may determine, for payments made under this paragraph;

all damages, costs, expenses and attorneys fees incurred in, or in anticipation of, any suit or proceedings (whether administrative, legislative, judicial) which are not otherwise collected by special assessment;

costs and expenses of service, if any, made available to all lots and/or for any common area;

all other costs and expenses declared to be common expenses under this Declaration.

The general assessments for all common expenses shall be levied equally against each lot.

Each Lot owner shall promptly pay, when due, all general and special assessments levied by the Association against such owner and his, her or their lot, together with all costs, expenses and reasonable attorney fees incurred by the Association in collection of any delinquent assessment(s). All assessments shall become due as the Association may determine appropriate (in a lump sum or in installments with or without interest.) Time is of the essence with respect to all payments.

All co-owners of a lot shall be jointly and severally liable for all general and special assessments levied against the lot, regardless of the type of tenancy, estate or interest in the lot (whether as joint tenants, tenants-in-common, land contract purchaser(s) or seller(s), or otherwise.)

All general and special assessments which are not paid when due: shall bear a \$25 per month penalty plus interest at eighteen percent (18%) per annum until the assessment is paid in full; shall constitute a lien on the lot; and shall be

collectible and enforceable by the Association by suit against the lot owner, by foreclosure or the lien, and/or in any other manner or method provided under this Declaration or laws of the State of Wisconsin.

The lien granted hereunder shall also cover and include all interest accruing on the delinquent assessments, plus costs, expenses and attorney's fees for collection.

The Association shall have the exclusive right and power to collect or enforce collection of all general and special assessments levied by the Association. They shall further have the exclusive right to bring any and all actions and proceedings for the collection thereof and/or the enforcement of liens arising therefrom. The Association may bring an action at law against any Lot owner personally to collect such assessments and/or to foreclose the lien for such assessments against the lot (in the same manner and method as an action to foreclose a real estate mortgage.) The Association shall have the right at any time to notify all lot owners within the subdivision of the delinquency of any Lot owners.

F. The Articles and By-Laws of the Association shall contain such additional provisions, as Developer may deem appropriate at the time of establishment of the Association.

G. In the event any further division of any lot (whether by Subdivision Plat, Certified Survey Map, and/or other legal land division) creates additional residential lots within the subdivision, each lot so created shall have equal membership and voting rights in the Association, and be subject to assessment for an equal share of the Association's existing and anticipated expenses, with all other lots in the Subdivision.

35. OUTLOTS

The Swan View Farms Subdivision Plat Contains common areas designated as outlots 1, 2, 3, 6, 7, & 8. Each lot in Swan View Farms shall be deemed to include an equal undivided ownership interest in the outlots above and each conveyance of a lot in Swan View Farms shall be deemed to include the conveyance of such undivided interest, whether or not specifically set forth in the instrument of conveyance. Ownership of outlets #4 & #5 will be retained by the developer to allow for the expansion of additional single family lots if and when they are no longer designated as wetlands. Up until and if this happens, the Association will maintain the outlets as part of their responsibility and pay any property taxes and at their cost. As set forth on the Plat for Swan View Farms, the Developer has granted easements to the public for the use of the paths within the outlots. Developer further expressly retains the right to grant additional easements for the use of said outlots. The Developer may add additional lands and outlots to the Association at a later date.

36. MAINTENANCE OF DRAINAGE EASEMENTS, PONDS, COMMON AREAS, SUBDIVISION SIGNAGE AND MONUMENTS AND STREET LIGHTS

The Owner's Association has the responsibility to properly landscape and maintain all common areas, street islands, trails and subdivision entrance signage within the subdivision, all portions of any entrance signs, entrance monuments, fencing and the landscaping associated with same which are located in whole or in part within any City of Pewaukee right-of-way, and all non-standard

street signs and streetlights. Said maintenance includes repair or replacement resulting from damage caused by any reason including snowplowing operations. Further, the Association without regard to reason, shall indemnify and hold the City harmless for any claim of liability or damage, regarding the signs, monuments, fencing or associated landscaping located within City right-of-ways. Subject to the provisions of Paragraph 37, the Owner's Association further has the responsibility of properly maintaining all drainage easement areas located within the individual lots which are subject to this Declaration of Restrictions and the ponds and all drainage easement areas within common areas. Maintenance of the ponds shall include, but not necessarily be limited to, preservation of the embankments; prevention of erosion above the ponds, around the ponds and downstream therefrom; and dredging if and when necessary. In the event the Owner's Association does not properly landscape, repair and/or maintain common areas, street islands, ponds and subdivision entrance signage within the subdivision and/or drainage easement areas on individual lots and/or within common areas, and/or entrance signs, entrance monuments, fencing and the landscaping associated with same which are located in whole or in part within any City of Pewaukee right-of-way, and/or non standard street signs and streetlights, the City of Pewaukee may send written notice to the Association setting forth which of said items the City of Pewaukee has determined are not properly landscaped, repaired and/or maintained, and stating that the City of Pewaukee may perform such landscaping repair and/or maintenance if not properly done by the Association. The above-referenced notice shall give the Association a minimum of fifteen (15) days to correct the problem, unless the City determines, in its discretion, that a shorter notice period is appropriate due to a hazardous condition requiring more immediate action. If at any time, the City of Pewaukee should determine, for any reason whatsoever, that the entrance signs, entrance monuments, fencing and/or associated landscaping within a right-of-way should be removed, the City of Pewaukee may send written notice to the Association setting forth which of said items the City of Pewaukee has determined must be removed, and stating that the City of Pewaukee may perform such removal if not properly done by the Association. The above-referenced removal notice shall give the Association a minimum of sixty (60) days to perform such removal. If such landscaping, repair, maintenance and/or removal is not performed within the time granted by either of the above-referenced notices, and/or if the City determines, in its discretion, that immediate action, without notice, is required due to an imminent threat of damage to persons or property, the City of Pewaukee shall then have the authority, but not the obligation, to undertake such landscaping, repair, maintenance and/or removal and shall have the right to charge the lot owners on a pro rata basis for any costs incurred by the City as a result of said landscaping, repair, maintenance and/or removal. Said costs shall be assessed as special charges pursuant to section 66.0627, Wis. Stats. If such charges are not paid by any lot owner within the period fixed by the City of Pewaukee, such charges shall become a lien upon the tax rolls as a delinquent tax against the lot owner's lot as provided in Section 66.0627, Wis. Stats.

37. DAY-TO-DAY MAINTENANCE OF DRAINAGE EASEMENT AREAS

The day-to-day maintenance of any drainage easement area located on an individual lot shall be the responsibility of the owners of such lot. Day to day maintenance includes such items as cutting grass, raking leaves, removing fallen trees and branches, and removing other minor obstructions. This paragraph shall not limit the City's authority of enforcement against the Association, as described in Section 36, above.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this ____ day of _____, 2020.

BWC Investments, LLC, Developer

By: _____
Carl P. Tomich, Member

ACKNOWLEDGMENT

[illegible]

Personally came before me this ____ day of _____, 2020, the above-named Carl P. Tomich, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Kari L. Stahl, Notary Public, Waukesha County, WI
My commission expires February 21, 2024

Drafted by:
BWC Investments, LLC
N8 W22520 – L, Johnson Drive
Waukesha, WI 53186

**CITY OF PEWAUKEE
COMMON COUNCIL AGENDA ITEM 6.**

DATE: October 19, 2020

DEPARTMENT: Clerk/Treasurer

PROVIDED BY:

SUBJECT:

Discussion and Possible Action to Extend the Lake Patrol Services Contract with the Village of Pewaukee Until 2026
[Klein]

BACKGROUND:

FINANCIAL IMPACT:

RECOMMENDED MOTION:

ATTACHMENTS:

Description

Current Contract

New Contract

**INTERGOVERNMENTAL COOPERATION AGREEMENT
BETWEEN THE VILLAGE OF PEWAUKEE, CITY OF THE PEWAUKEE
AND THE TOWN OF DELAFIELD REGARDING
THE PEWAUKEE LAKE WATER SAFETY PATROL UNIT**

AGREEMENT MADE this 6th day of November, 2015, by and between the Village of Pewaukee, a municipal corporation (Village), City of Pewaukee, a municipal corporation (City) and the Town of Delafield, a municipal corporation (Town) as riparian jurisdictions on Pewaukee Lake.

WHEREAS, Wisconsin Statute Sec. 30.79 provides for the creation of a water safety patrol unit within an existing law enforcement agency or by municipalities riparian to a single body of water for purposes of enforcing Wis. Stat. Sec. 30.50 to 30.80 and any ordinances enacted thereunder as well as to conduct search and rescue operations; and,

WHEREAS, on May 25, 2010 the Town, Village and City entered into a one year Intergovernmental Cooperation Agreement wherein the Village agreed to allow the Water Safety Patrol Unit to operate under the direction of the Village of Pewaukee Police Chief for the purposes of enforcing the aforementioned ordinances; and,

WHEREAS, the Town, Village and City entered an Intergovernmental Cooperation Agreement pursuant to Wis. Stats. Sec. 30.79, on or about April 1, 2011, which was amended January 22, 2013. The parties now intend to extend this Agreement as provided for hereunder; and; and

WHEREAS, the Town, Village and City are desirous of continuing the Water Safety Patrol Unit under the direction of the Village of Pewaukee Police Chief for the purposes of enforcing the aforementioned ordinances; and,

WHEREAS, the City Common Council has authorized the Mayor, the Town Board of Supervisors has authorized the Town Chairman and Village Board has authorized its President to enter into this Agreement pursuant to votes of their respective governing bodies at duly noticed meetings; and,

WHEREAS, Section 66.0301, Wis. Stats. authorizes municipal communities to contract with each other for the receipt and furnishing of services.

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

A. **Water Safety Patrol Unit.** This Agreement shall serve as the basis for the continuation of the Water Safety Patrol Unit, created pursuant to Wisconsin Statute Sec 30.79, under the joint jurisdiction of the Town, Village and City for the purposes of enforcing, among other laws, watercrafting, water safety, and winter lake regulations on Pewaukee Lake

B. **Chief of Water Safety Patrol Unit.** The Water Safety Patrol Unit shall be under the direction of the Village Police Chief who shall have full authority over the enforcement of the terms of the Pewaukee Lake summer and winter lake rules as jointly adopted by the contracting parties as well as other applicable statutes and ordinances as may be enacted or amended from time to time. All offenses cited by the water safety patrol of the joint Pewaukee Lake summer and winter lake rules shall be prosecuted in Village of Pewaukee Municipal Court or the Circuit Court for Waukesha

County, if applicable. Except as provided herein, the Chief shall have complete discretion over any and all Water Safety Patrol activities. However, the Chief's discretion shall be subject to oversight by the Mayor, Village President and Town Chairman, who, after consultation with the Chief of the Water Safety Patrol, the Village, City and Town Directors of Public Works, and the Lake Pewaukee Sanitary District Superintendent, may issue written direction to the Chief approved by a majority of these elected officials. The parties designate the Village of Pewaukee Police as the entity to resolve any and all matters pursuant to §62.13 Wisconsin Statutes.

C. Formula for Allocation of Expenses. The parties shall be responsible for the actual expenses associated with the administration and implementation of the Water Safety Patrol Unit on the following basis:

City of Pewaukee: 43% (forty-three percent)
Town of Delafield: 43% (forty-three percent)
Village of Pewaukee 14% (fourteen percent)

The aforementioned percentage allocation of expenses shall apply to all expenses including capital expenses. Capital expenses shall be expenses for the purchase of any equipment costing more than \$2,000. Approval of all communities shall be obtained before the purchase of capital equipment occurs. In the event that equipment is deemed unsafe and inoperable, service levels may be impacted until such time that new equipment is acquired.

Expenses and fees associated with the operations of the Water Safety Patrol Unit shall be segregated in a fund to be maintained by the Village. Invoices shall be distributed on a quarterly basis for the full budgeted amount due in accordance with the allocation formula stated above. Said invoices shall be paid within thirty (30) days of their receipt. Funds collected and remaining in excess of actual expenses at the end of the calendar year shall be placed in a segregated Capital Equipment Replacement Fund to be used toward the purchase of capital equipment. Said funds and accrued interest shall be credited to the respective communities based upon the aforementioned formula for allocation of expenses. Said funds may only be disbursed for approved capital equipment purchases or upon termination or the mutual agreement of all parties to this agreement.

D. Formula for Allocation of Revenues. Revenues (such as grants or reimbursement from other entities or citation revenue) collected by the Village and arising from the operations of the Water Safety Patrol Unit, as well as interest earned in the Capital Equipment Replacement fund shall be allocated on the following basis:

City of Pewaukee: 43% (forty-three percent)
Town of Delafield: 43% (forty-three percent)
Village of Pewaukee 14% (fourteen percent)

Revenues associated with the operations of the Water Safety Patrol Unit shall be segregated in a fund to be created by the Village. Such revenues, with the exception of Capital Equipment Replacement fund interest, shall be distributed to all communities on a quarterly basis in accordance with the allocation formula stated above. The Village is authorized to seek state aid on behalf of the Lake Patrol unit on behalf of the Water Safety Patrol Unit pursuant to Wis. Stat. Sec. 30.79.

E. Independent Contractor. For purposes of this agreement the Village, its officers, agents and employees, shall be considered an independent contractor and not an employee or agent of the City and/or the Town. The Village shall have complete control over its employees with respect to the timing, staffing and methods of performing its work under this agreement. Nothing contained in

this Agreement shall be construed as appointing such officers, agents or employees of the Village as officers, agents or employees of the City or Town.

F. Term of Agreement. The term of this Agreement shall commence April 1, 2016 and shall terminate March 31, 2021 unless terminated prior to that date pursuant to paragraph G below.

G. Termination of Agreement.

In the event that the Town of Delafield and City of Pewaukee provides a directive to the Village Chief of Police that is contrary to Village policy, Village ordinance, State law, or Federal law, the Village shall have the option to terminate this Agreement immediately with notice provided to the proper representatives stated in the following paragraph.

This Agreement may be terminated without cause by either party upon 90 days written notice to the other parties. All such notices shall be by certified mail or personally delivered as follows:

Village Clerk	City Clerk	Town Clerk
Village of Pewaukee	City of Pewaukee	Town of Delafield
235 Hickory Street	W240N3065 Pewaukee Rd.	N14W30782 Golf Road
Pewaukee, WI 53072	Pewaukee, WI 53072	Delafield, WI 53018

In the event any party issues a notice of termination, this agreement shall be terminated in its entirety and the parties shall have no further obligations to the each other under this agreement, except for sharing the cost of any unemployment benefits incurred by the Village for employees hired for services covered under this agreement, as well as any termination expenses that may be incurred by the Village. The payment of such expenses and benefits shall be allocated in accordance with Paragraph C above.

In the event the Agreement is terminated, the assets shall be sold and the proceeds, together with the remaining balance in the Capital Equipment Replacement Fund, shall be distributed based upon the formula for allocation of expenses and revenues stated above. If one of the parties of this agreement provide notice of termination, the remaining parties shall have the right to obtain an appraisal of the assets and buy the terminating party's share of the assets from them based upon the formula for allocation of expenses and revenues stated above.

H. Amendment. This Agreement may be amended at anytime in writing upon mutual agreement of the parties.

I. Insurance. The Village shall maintain liability insurance coverage and worker's compensation coverage with limits acceptable to the City and Town. The City and the Town shall be named as additional insured's with respect to the liability coverage. Such insurance shall provide coverage limits in the minimum amount of one million dollars per occurrence and five million dollars in the aggregate.

J. Indemnification. The Village agrees to indemnify, defend and save harmless, the City and the Town their officers, directors, employees and agents from and against any and all liabilities for personal injuries or property damage as a result of the performance of Lake Patrol services under this agreement not arising through the fault of the City or the Town, including but not limited to related expenses, defense costs and reasonable attorney's fees.

The City and Town shall name the Village as an additional insured on their policies of general liability coverage and shall individually indemnify the Village, its officers, employees, agents and

assigns and shall hold them harmless as and against any claims, demands actions or causes of action for personal injury or property damage as well as actual costs and reasonable attorney fees which the Village may incur as a result of providing Lake Patrol Services under the terms of this agreement which claims, demands, actions or causes of action, costs and/or fees arises from the negligence or intentional conduct of the City and/or the Town. The insurance shall provide coverage on an occurrence basis and shall be continuously in force and in effect during the term of this agreement. This insurance shall at all times be evidenced by delivery to the Village of a current certificate of insurance requiring thirty (30) days notice of cancellation or nonrenewal. Such insurance shall provide coverage limits in the minimum amount of one million dollars per occurrence and five million dollars in the aggregate.

Nothing contained within this agreement is intended to be a waiver or estoppel of the contracting municipality or its insurer to rely upon the limitations, defenses, and immunities contained within Wisconsin law, including those contained within Wisconsin Statutes §893.80, 895.52, and 345.05. To the extent that indemnification is available and enforceable, the municipality or its insurer shall not be liable in indemnity or contribution for an amount greater than the limits of liability for municipal claims established by Wisconsin Law.

K. Water Safety Patrol Committee. The Town, Village and City shall each appoint one representative to a Water Safety Patrol Committee. The Committee shall act as a liaison to each respective government body, and shall, among other things, consult with the Village Police Chief regarding operations, assess asset and equipment needs, provide recommendations respecting capital purchases and formulate recommendations for consideration of the respective government bodies regarding the annual Water Safety Patrol budget. The Chief, in consultation with the Committee, shall propose a budget for each ensuing year for consideration by the Town, Village and City on or before September 1 of each year. A final budget shall be adopted by the Town Board, Village Board, and City Council, by separate action of each body, with identical budgets, no later than December 1 as part of the regular municipal budgeting process of each year, subject to the following. If the Village Board, Town Board and City Council do not adopt identical budgets for the upcoming year on or before December 1 of any year, the last budget approved by the Village Board, Town Board and City Council shall be adopted, or in lieu thereof shall be deemed to be adopted, by all parties for the next calendar year less any sum budgeted in such prior year for capital expenses.

L. Entire Agreement. This Agreement sets forth all the covenants, provisions, agreement, conditions and understandings between the parties and there are not covenants, promises, agreements, conditions or understandings either oral or written other than as are set forth herein.

M. Governing Law. This Agreement and all questions arising in connection herewith shall be governed by the laws of the State of Wisconsin.

N. Survivability. This Agreement shall be binding upon the parties thereto as well as their respective officers, employees, agents, successors and assigns. The indemnification and insurance responsibilities hereunder shall survive the termination of this Agreement.

O. Code of Conduct. The lake patrol shall be subject to the terms of the Village of Pewaukee Police Dept code of conduct and applicable rules and general orders of the department. The lake patrol shall further be subject to the Village of Pewaukee Police Commission for purposes of Wis. Stat. Sec. 62.13.

P. Lake Patrol Equipment. Attached hereto and marked exhibit "A" is the equipment which is currently owned jointly by the participating jurisdictions in the lake patrol which list may be supplemented from time to time with equipment purchased or otherwise acquired as provided for hereunder. The parties agree that said equipment shall be hereafter transferred to the custody of the Village of Pewaukee Police Department for use in the performance of the terms of this agreement. The Village of Pewaukee Police Department shall maintain and insure said equipment; however, in the event that replacement or upgrades in said equipment are deemed necessary by the Chief of the lake patrol the Village of Pewaukee may take steps to liquidate existing equipment that has reached the end of its useful life and to apply the proceeds if any to the purchase of new replacement equipment, recognizing that the purchase of capital equipment requires approval of the Village, Town and City in accord with the provisions of Paragraph "C" above. The cost of any new equipment shall be shared in accordance with the formula provided for hereunder.

Q. Miscellaneous. The parties agree that this Agreement is the product of a unique set of circumstances and that it shall not be considered as precedent for any future agreement between the parties.

R. Restated Agreement. Upon full execution and taking effect of this Agreement as provided in Paragraph "F" above, the Intergovernmental Cooperation Agreement entered on or about December 20, 2010, with a commencement date of April 1, 2011, and which was further amended by a successor Agreement with a commencement date of December 1, 2012 is terminated and replaced by this Agreement.

APPROVAL OF AGREEMENT

Village of Pewaukee

Approved by the Village Board of the Village of Pewaukee on this 15th day of September, 2015.

Village of Pewaukee
A Municipal Corporation

BY: 
Village President

ATTEST:
BY: 
Village Clerk/Treasurer

City of Pewaukee

Approved by the City Council of the City of Pewaukee on this 6th day of November, 2015.

City of Pewaukee
A Municipal Corporation

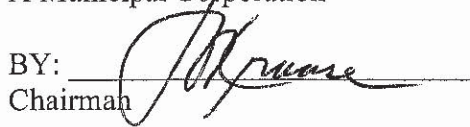
BY: 
Mayor

ATTEST:
BY: 
City Clerk/Treasurer

Town of Delafield

Approved by the Town Board of the Town of Delafield on this 22nd day of September, 2015.

Town of Delafield
A Municipal Corporation

BY: 
Chairman

ATTEST:
BY: 
Town Clerk



TIMOTHY OTTO
CHIEF OF POLICE



POLICE DEPARTMENT
235 Hickory Street
Pewaukee, WI 53072
Telephone 262-691-5678
Fax 262-691-5675

CONTRACT EXHIBIT A

Pewaukee Lake Patrol Inventory

BOATS:

2000 20' Cobia, 150hp Yamaha four stroke motor with galvanized Magic-trailer

2009 18' Mercury "Rib " style boat, w/ 2011, 115hp Mercury four stroke motor with galvanized Load-rite trailer

ALL TERRAIN VEHICLES:

2002 Suzuki Vinson (yellow) 500cc w/cargo box

Contents: Fire extinguisher, tow strap, flares, blanket, medical kit, throw rope w/bumper

2005 Honda Rancher (green) 400cc w/cargo box

Contents: fire extinguisher, throw rope w/bumper, flares, medical kit

ELECTRONICS:

- 4- Motorola APX700 w/ shoulder microphones
- 8- Motorola APX700 batteries
- 2- Cobra marine radios (hand held)
- 1- Lowerance GPS
- 1- Sound meter
- 3- Alco Sensor portable breath testers
- 2- Hummingbird depth finders
- 1- Nikon range finder
- 1- Night Vision binoculars
- 1- Falcon marine radar (non-operable)
- 2- Streamlight Way-Point spotlights
- 2- Streamlight SL20 flashlights
- 2- Samsung cell phones
- 1-Custom II radar unit
- 1-Dell Optiplex GX280 Widows XP desktop (not in use)

UNIFORMS:

- 20- Blue polo shirts
- 10- Pants
- 15- Shorts
- 10- Badges
- 10- Ball caps
- 10- Winter coats w/fleece liner
- 4- Bib style snow pants w/matching coats
- 10- Helmets
- 5- Pair winter gloves

PERSONAL FLOTATION DEVICES:

- 16- Type V
- 5- Type IV throw-able
- 10- Type II adult universal
- 3- Type III adult universal
- 3- Type II adult super large
- 4- Child Type II
- 3- Youth Type II
- 2- Child Type III
- 6- Float coats
- 2- Throw rings w/rope

MISCELLANEOUS:

- 2- Paddles
- 2- Ladders
- 4- Bow lines
- 11- Bumpers
- 4- Medical kits
- 3- Pike poles
- 5- Fire extinguishers
- 3- Anchors
- 7- Handheld ice picks
- 11- Slow No Wake signs
- 200- Buoys
- 10- OC spray cans w/nylon holders
- 2- Binoculars

May 13, 2015

**EXTENSION OF TERM OF
INTERGOVERNMENTAL COOPERATION AGREEMENT
BETWEEN THE VILLAGE OF PEWAUKEE, CITY OF PEWAUKEE
AND THE TOWN OF DELAFIELD REGARDING THE
PEWAUKEE LAKE WATER SAFETY PATROL UNIT**

This Extension Agreement is made and entered into the ____ day of _____, 2020, by and between the Village of Pewaukee, Wisconsin, a municipal corporation (hereinafter referred to as the "Village"), the City of Pewaukee, Wisconsin, a municipal corporation (hereinafter referred to as the "City") and the Town of Delafield, Wisconsin, a municipal corporation (hereinafter referred to as the "Town"), as riparian jurisdictions on Pewaukee Lake.

WHEREAS, the Village, City and Town entered into a Intergovernmental Cooperation Agreement regarding the Pewaukee Lake Water Safety Patrol on April 1, 2016, (hereinafter referred to as the "Agreement").

WHEREAS, the Agreement is scheduled to terminate on March 31, 2021; and

WHEREAS, the Village, City and Town are desirous of extending the term of the current Agreement.

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties do hereby covenant and agree as follows:

Paragraph F of the Agreement is hereby amended to provide that the Agreement shall hereby be extended, commencing April 1, 2021 and continuing until March 31, 2026, unless otherwise terminated prior to that date, pursuant to the terms of the Agreement.

All other terms and conditions of the Agreement shall remain in full force and effect. This Extension Agreement shall be effective as of the date first above written.

APPROVAL OF AGREEMENT

Village of Pewaukee

Approved by the Village Board of the Village of Pewaukee on the ____ day of _____, 2020.

VILLAGE OF PEWAUKEE

By: _____
Jeffrey Knutson, President

ATTEST:

By: _____
Cassie Smith, Clerk/Treasurer

City of Pewaukee

Approved by the City Council of the City of Pewaukee on the _____ day of _____, 2020.

CITY OF PEWAUKEE

By: _____
Steve Bierce, Mayor

ATTEST:

By: _____
Kelly Tarczewski, Clerk/Treasurer

Town of Delafield

Approved by the Town Board of the Village of Pewaukee on the _____ day of _____, 2020.

TOWN OF DELAFIELD

By: _____
Ron Troy, Chairman of the Board

ATTEST:

By: _____
Dan Green, Clerk/Treasurer

**CITY OF PEWAUKEE
COMMON COUNCIL AGENDA ITEM 7.**

DATE: October 19, 2020

DEPARTMENT: Clerk/Treasurer

PROVIDED BY:

SUBJECT:

Discussion and Possible Action Regarding **Ordinance 20-08** [First Reading] Related to the Increase of the Hotel Tax from 6% to 8% Beginning January 1, 2021 [Klein]

BACKGROUND:

FINANCIAL IMPACT:

RECOMMENDED MOTION: