

**Office of the Clerk/Treasurer**

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

**COMMON COUNCIL  
MEETING NOTICE AND AGENDA  
Monday, August 16, 2021  
6:30 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. Discussion and Possible Action to Approval of the Accounts Payable Listing Dated August 16, 2021
  4. Discussion and Possible Action to Award Well No.5 Reservoir Roof Repair and Pump Replacement Project to the Lowest Qualified Bidder, J.H. Hassinger, Inc. Based on the Lowest Qualified Bid of \$249,261.00 [Mueller]
  5. Discussion and Possible Action to Approve the Swan View Farms Phase 2 Development Agreement and Establish the Amount of the Letter of Credit [Wagner]
  6. Discussion and Possible Action to Approve the Knutson CSM Development Agreement and Establish the Amount of the Letter of Credit [Wagner].
  7. Discussion and Possible Action to Approve the First Reduction of Woodleaf Reserve Phase 4 Letter of Credit from \$1,838,646.30 to \$458,854.80 (Reduction of \$1,379,791.50) [Wagner].
  8. Discussion and Possible Action to Appoint Alderman Brown to the Plan Commission [Mayor Bierce]
  9. Discussion and Possible Action on Whether or Not to Reschedule or Cancel the September 6th Meeting Due to it being Labor Day [Mayor Bierce]
  10. 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.
  11. Adjournment

Kelly Tarczewski  
Clerk/Treasurer

August 12, 2021

**NOTICE**

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.**

**DATE:** August 16, 2021

**DEPARTMENT:** Clerk/Treasurer

**PROVIDED BY:**

***SUBJECT:***

Discussion and Possible Action to Approval of the Accounts Payable Listing Dated August 16, 2021

***BACKGROUND:***

***FINANCIAL IMPACT:***

***RECOMMENDED MOTION:***

**ATTACHMENTS:**

Description

A/P Listing

Check Date	Check	Vendor Name	Description	Amount
Bank 100 GENERAL FUND CHECKING				
07/30/2021	403(E)	WISCONSIN RETIREMENT SYSTEM	WRS GENERAL EMPLOYEES	34,211.48
			WRS FIRE EMPLOYEES	40,913.85
			WRS VOLUNTARY CONTRIBUTIONS	173.08
				75,298.41
07/14/2021	423(E)	DELTA DENTAL	DENTAL CLEARING	1,766.00
07/16/2021	424(E)	DIVERSIFIED BENEFIT SERVICES, INC.	FLEX SPEND	306.56
07/19/2021	425(E)	DELTA DENTAL	DENTAL CLEARING	1,547.00
07/20/2021	426(E)	DIVERSIFIED BENEFIT SERVICES, INC.	FLEX SPEND	2,170.09
07/23/2021	428(E)	ADP, LLC		1,951.10
07/30/2021	431(E)	WE ENERGIES	JULY GROUP BILL	14,321.27
07/30/2021	432(E)	DIVERSIFIED BENEFIT SERVICES, INC.	FLEX SPEND	4,601.19
07/28/2021	433(E)	DELTA DENTAL	DENTAL CLEARING	2,174.60
				380.64
				2,555.24
07/29/2021	434(E)	GREAT WEST TRUST - WDC	DEF COMP PAY DATE 7-30-21	2,620.00
			DEF COMP PAY DATE 7-30-21	1,865.00
				4,485.00
07/29/2021	435(E)	GREAT WEST TRUST - WDC	DEF COMP PAY DATE 7-16-21	2,620.00
			DEF COMP PAY DATE 7-16-21	1,865.00
				4,485.00
07/23/2021	437(E)	ADP, LLC		518.13
07/22/2021	438(E)	MUTUAL OF OMAHA	BENEFITS - LIFE INSURANCE	66.98
			BENEFITS - LIFE INSURANCE	36.06
			COURT - LIFE INSURANCE	11.52
			ADMINISTRATOR - LIFE INSURANCE	8.86
			CLERK/TREASURER - LIFE INSURANCE	64.00
			EMPLOYEE SERVICES - LIFE INSURANCE	19.04
			IT - LIFE INSURANCE	16.96
			ASSESSOR - LIFE INSURANCE	30.24
			POLICE - LIFE INSURANCE	7.68
			FIRE ADMINISTRATION - LIFE INSURANCE	70.72
			FIRE PROTECTIVE SERVICES - LIFE INSURANC	461.44
			BUILDING SERVICES - LIFE INSURANCE	44.32
			HIGHWAY - LIFE INSURANCE	131.09
			ENGINEERING - LIFE INSURANCE	86.08
			PARKS - LIFE INSURANCE	21.92
			RECREATION PROGRAM - LIFE INSURANCE	29.28
			PLANNER - LIFE INSURANCE	19.36
			BENEFITS - DISABILITY INSURANCE	101.50
			BENEFITS - DISABILITY INSURANCE	54.65
			DISABILITY INSURANCE	1,095.62
			LTD - FIRE UNION	611.51
			COURT - DISABILITY INSURANCE	16.87
			ADMINISTRATOR - DISABILITY INSURANCE	27.79
			CLERK/TREASURER - DISABILITY INSURANCE	96.58
			EMPLOYEE SERVICES - DISABILITY INSURANCE	27.79
			IT - DISABILITY INSURANCE	27.06



Check Date	Check	Vendor Name	Description	Amount
			ASSESSOR - DISABILITY INSURANCE	47.38
			POLICE - DISABILITY INSURANCE	9.61
			FIRE ADMINISTRATION - DISABILITY INSURAN	98.65
			FIRE PROTECTIVE SERVICES - DISABILITY IN	109.17
			BUILDING SERVICES - DISABILITY INSURANCE	64.76
			HIGHWAY - DISABILITY INSURANCE	203.36
			ENGINEERING - DISABILITY INSURANCE	127.15
			PARKS - DISABILITY INSURANCE	31.70
			RECREATION PROGRAM - DISABILITY INSURANC	45.60
			PLANNER - DISABILITY INSURANCE	27.79
			VOLUNTARY LIFE	1,047.00
				<u>4,997.09</u>
07/26/2021	441 (E)	LEASING SERVICES		150.00
07/19/2021	442 (E)	LEASING SERVICES		52.00
				<u>52.00</u>
				104.00
07/29/2021	443 (E)	LEASING SERVICES		324.00
08/09/2021	445 (E)	WI DEPT OF REVENUE/SALES TAX	SALES TAX DUE STATE	397.15
			SALES TAX DISCOUNT	(10.00)
				<u>387.15</u>
08/04/2021	446 (E)	DELTA DENTAL	DENTAL CLEARING	1,039.60
08/04/2021	447 (E)	DIVERSIFIED BENEFIT SERVICES, INC.	FLEX SPEND	1,305.59
07/20/2021	132449	HIGH POINTE CHURCH CENTRE, INC.	RESCINDED TAXES	27,500.00
07/21/2021	132450	1ST AYD	P&R POLYLINER	607.25
07/21/2021	132451	ALEXANDER MARIANI	P&R NINJA WARRIOR	1,050.00
07/21/2021	132452	ALL CITY COMMUNICATIONS INC.	SW ANSWERING SERVICE	79.10
07/21/2021	132453	AMY KORNOWSKI	P&R MILEAGE REIMBURSEMENT	65.52
07/21/2021	132454	ARO LOCK & DOOR	HR LEVERS AND DOOR SERVICING	800.00
07/21/2021	132455	AT&T CAROL STREAM IL	CH TELEPHONE	174.40
07/21/2021	132456	AT&T MOBILITY	FD AIR CARDS	444.73
07/21/2021	132457	BADGER LAUNDRY	FD WASHER REPAIRS	1,400.00
07/21/2021	132458	BADGER METER	SW BEACON MBL HOSTING	243.36
07/21/2021	132459	BAKER TILLY VIRCHOW KRAUSE LLP	UTILITY INTERNAL CONTROL REVIEW	4,595.00
07/21/2021	132460	BATZNER PEST CONTROL	P&R PEST CONTROL	63.00
			P&R PEST CONTROL	68.00
				<u>131.00</u>
07/21/2021	132461	BOUNDTREE MEDICAL	FD GLUCOSE TEST STRIPS	669.77
07/21/2021	132462	BROOKFIELD, TOWN OF	SW SEWER	1,133.84
07/21/2021	132463	BUELOW VETTER BUIKEMA OLSON & VLIET	HR LEGAL	120.00
07/21/2021	132464	BUMPER TO BUMPER HARTLAND	SW TRANSPORTATION MAINTENANCE	25.58
			SW REB CALP W/ HDWR	262.38
				<u>287.96</u>
07/21/2021	132465	CARLIN SALES CORPORATION	P&R MARKING PAINT	308.58
07/21/2021	132466	CENTER FOR PUBLIC SAFETY	FD ANNUAL ACCREDITATION FEE 1/5 FEES	1,280.00
07/21/2021	132467	CHERRIE LARSON	P&R WAY OUT ART CAMP SESSION 1	431.20
07/21/2021	132468	CITY OF BROOKFIELD	SW PRETREATMENT	17,393.88
07/21/2021	132469	CONLEY MEDIA	CT PUBLICATIONS	505.75
			CT PUBLICATIONS	904.53
				<u>1,410.28</u>

Check Date	Check	Vendor Name	Description	Amount
07/21/2021	132470	CONSTANCE SEBALD	PAY DATE 7-16-21 - RETURNED	66.26
07/21/2021	132471	CORE & MAIN LP	SW VALVE PLATES	1,925.88
07/21/2021	132472	DAN PLAUTZ CLEANING SERVICE	CH CLEANING FACILITY	2,873.00
07/21/2021	132473	DIVERSIFIED BENEFIT SERVICES, INC.	JULY 2021 FSA	218.91
07/21/2021	132474	ELEVITY	IT SERVER WAR EXT MAY 2021	1,115.70
			IT REMOTE MONITORING, M365, MIMECAST	4,469.50
				5,585.20
07/21/2021	132475	ELLIOTT ACE HARDWARE	SW FEBREEZE AND SOAP	15.96
			SW BUCKET, GLASS WASH AND BRUSH	38.06
			SW GLV NIPPLES	12.16
			SW SIMPLE GREEN	11.99
			SW ALL WHEEL CLEANER	16.58
			FD FILTERS	68.13
			FD ROUNDUP	39.98
			FD TAPE AND RUSTOP	34.94
			FD RUSTSTOP	11.18
				248.98
07/21/2021	132476	EQUAL RIGHT DIVISION	P&R WORK PERMITS	52.50
07/21/2021	132477	FAMBRO MANAGEMENT	P&R MUSIC START	576.00
07/21/2021	132478	FARINA TREE CARE	P&R INSECT AND DISEASE TREATMENT	390.00
07/21/2021	132479	FASTENAL	SW WB CAUTN BLU	52.77
07/21/2021	132480	FERGUSON WATERWORKS	SW REPAIRS	70.49
			HR SDR HUB	180.00
				250.49
07/21/2021	132481	FIRE SERVICE INC	FD VEHICLE REPAIRS	850.00
			FD VEHICLE REPAIRS	209.30
			FD VEHICLE REPAIR	1,163.92
			FD VEHICLE PARTS	376.02
				2,599.24
07/21/2021	132482	FIRST STUDENT	P&R BUS RENTAL	137.50
			P&R BUS RENTAL	137.50
				275.00
07/21/2021	132483	GEO-SYNTHETICS SYSTEMS LLC	P&R WOODEN POST	69.76
07/21/2021	132484	GREAT AMERICA FINANCIAL SERVICES	BLD SHARP COPIER MX 3070N	150.00
07/21/2021	132485	HAWKINS, INC.	SW CHEMICALS	5,757.15
			SW CHEMICALS	1,258.57
			SW CHEMICALS	2,997.05
				10,012.77
07/21/2021	132486	HECKEL DANCE LLC	P&R SPACE JAM	288.00
07/21/2021	132487	HOOPER HANDS BASKETBALL ACADEMY	P&R DRILLS, SKILLS, AND GAMES CAMP	2,520.00
07/21/2021	132488	HUMPHREY SERVICE PARTS, INC	SW OIL FILTER	4.15
			SW OIL FILTER	8.10
			P&R FILTERS	73.32
				85.57

Check Date	Check	Vendor Name	Description	Amount
07/21/2021	132489	HURD, AMI	CT MILEAGE REIMBURSEMENT	15.12
07/21/2021	132490	HYDROCORP	SW CROSS CONNECTION INSPECTION	1,084.00
07/21/2021	132491	JAMES AND SANDRA SAUSER	10433 UMS REFUND	223.65
07/21/2021	132492	JENSEN EQUIPMENT	FD NEW TOOLS	1,595.71
07/21/2021	132493	JIM SIEBERS	WELLNESS & GO 365 REIMBURSEMENT	350.11
07/21/2021	132494	JK LAWN SERVICE	SW LAWN SERVICE	122.00
			SW LAWN SERVICE	245.00
			FD LAWN SERVICE	204.00
			FD LAWN SERVICE	236.00
				<u>807.00</u>
07/21/2021	132495	JOHN'S DISPOSAL SERVICE	CT YARD WASTE STICKERS	225.00
07/21/2021	132496	JOHNSON CONTROLS FIRE PROTECTION	IT FA PANEL REPROG STN 2	609.58
07/21/2021	132497	KAEREK HOMES INC	BLD 201180 OCCUPANCY BOND REFUND	500.00
07/21/2021	132498	KAESTNER AUTO ELECTRIC CO.	PLC BATTERIES	79.98
07/21/2021	132499	LAKE PEWAUKEE SANITARY DISTRICT	SW SEWER	127,620.00
07/21/2021	132500	LAKELAND SUPPLY, INC.	P&R TISSUE	903.92
07/21/2021	132501	LANGE ENTERPRISES, INC	P&R SIGN	198.60
07/21/2021	132502	LIFE-ASSIST INC	FD SAFETY RESTOCK	363.27
			FD DISINFECTING WIPES CREDIT	(102.30)
				<u>260.97</u>
07/21/2021	132503	LITHO-CRAFT	SW BILLING STATEMENT PAPER	421.00
07/21/2021	132504	MASTERGRAPHICS	IT ENGINEERING PLOTTER	412.00
07/21/2021	132505	MED COMPASS	HR OSHA TRAINING	625.00
07/21/2021	132506	MENARDS	SW MALE HOSE MENDER AND DOOR STOP	22.43
			PLC SUPPLIES COMMUNITY PROGRAM	179.12
			CH DOWNSPOUT	53.97
			P&R BUILDING AND VEHICLE SUPPLIES	163.92
			P&R PEST KILLER, DIAMOND BLADES	861.96
				<u>1,281.40</u>
07/21/2021	132507	MUNICIPAL TREASURERS ASSOC. OF WI	SAZAMA RECERTIFICATION	50.00
07/21/2021	132508	NAPA	FD OIL DRY	92.30
07/21/2021	132509	NORTHERN LAKE SERVICE, INC	SW WATER TESTING	207.00
			SW WATER TESTING	84.00
			SW WATER TESTING	63.00
			SW WATER TESTING	21.00
			SW WATER TESTING	84.00
			SW WATER TESTING	21.00
			SW WATER TESTING	63.00
			SW WATER TESTING	270.00
				<u>813.00</u>
07/21/2021	132510	OFFICE COPYING EQUIPMENT, LTD	P&R SHARP MX 3070N CONTRACT	596.78
07/21/2021	132511	OFFICE DEPOT	CT TISSUE	31.47
07/21/2021	132512	POMP'S TIRE SERVICE, INC.	SW REPAIRS	971.52
07/21/2021	132513	PORT-A-JOHN	P&R SPECIAL EVENT RESTROOM	1,125.00
07/21/2021	132514	PREMIUM WATERS, INC	CRT WATER	71.99
			P&R WATER	77.99
				<u>149.98</u>
07/21/2021	132515	PROHEALTH CARE MEDICAL ASSOCIATES	HR EXAMS	200.00

Check Date	Check	Vendor Name	Description	Amount
			HR EXAMS	316.00
			HR EXAMS	150.00
			HR EXAMS	85.00
				751.00
07/21/2021	132516	R&R INSURANCE SERVICES	8/1/21 INSTALLMENT	27,357.00
07/21/2021	132517	REINDERS, INC.	SW LAWN SEED	66.75
07/21/2021	132518	ROB ELLIOT	P&R GOLF LESSONS	1,632.00
07/21/2021	132519	RON AND KATHY MOHOREK	10464 UMS REFUND	501.88
07/21/2021	132520	ROTROFF JEANSON & CO.	SW UPDATE RCA ADEQUACY REPORT TO THE PSC	1,640.00
07/21/2021	132521	ROZGA	P&R PSC LIFT STATION MAINTENANCE	387.00
07/21/2021	132522	RUEKERT & MIELKE, INC.	SW ROOF REPAIR CONSTRUCTION ADMINISTRATI	76.50
			SW NORTH AVE PUMP STATION FEES	64.80
			SW WELL 5 DESIGN	3,914.00
			SW DEER HAVEN WELL DESIGN	1,122.17
			SW SCADA SERVICE WORK	1,934.40
				7,111.87
07/21/2021	132523	RUNDLE-SPENCE	P&R FAUCETS AND LEVERS	155.06
07/21/2021	132524	SAFETYFIRST PLAYGROUND MAINTENANCE	P&R PLAYGROUND SAFETY RESURFACING	2,274.00
07/21/2021	132525	ULINE	P&R GARBAGE CANS	3,500.00
07/21/2021	132526	UNITED HEARTLAND	HR WORKERS COMP OVER PMT	342.96
07/21/2021	132527	VERIZON	SW TELEPHONE AND SCADA	334.81
			FD PHONES	21.06
				355.87
07/21/2021	132528	VICTORY COMPANIES	BLD 201147 OCCUPANCY BOND REFUND	500.00
07/21/2021	132529	VILLAGE OF PEWAUKEE	LIFEQUEST COLLECTIONS	35,890.90
			P&R JUNE 2021 SPLIT	5,381.70
			CT AUG 2021 JOINT LIBRARY	69,572.91
			SW SANITARY SEWER STUDY	497.25
			P&R UTILITY	296.15
			P&R UTILITY	50.10
			P&R UTILITY	79.10
				111,768.11
07/21/2021	132530	WACHTEL TREE SCIENCE	P&R TREE SERVICE	5,767.50
07/21/2021	132531	WATER REMEDIATION TECHNOLOGY	SW RADIUM TREATMENT	3,590.23
07/21/2021	132532	WAUKESHA CO TECHNICAL COLLEGE	FD TRAINING	828.00
07/21/2021	132533	WAUKESHA WATER UTILITY	SW SEWER SERVICE CHARGE	23,661.30
07/21/2021	132534	WI DEPT TRANSPORTATION	SW CAPITOL DRIVE	3.14
			PLC TRACS USER CONFERENCE FEE	60.00
				63.14
07/21/2021	132535	WISCONSIN MUNICIPAL COURT CLERKS AS	CRT JUDICIAL EDUCATION CERTIFICATE PROGR	580.00
07/21/2021	132536	WORKFORCE HEALTH	HR WELLNESS PRESENTATIONS	175.00
07/21/2021	132537	XEROX CORPORATION	SW METER USAGE	1,047.70
07/27/2021	132538	DAVID SCHAUAMANN	ADULT SOFTBALL AWARDS	600.00
07/27/2021	132539	USPS	POSTAGE	2,570.90
08/04/2021	132540	ADP SCREENING & SELECTION SERVICES	HR EXAMS	28.00
08/04/2021	132541	AIRGAS USA	FD OXYGEN	110.82
			FD OXYGEN	115.99
			FD OXYGEN	207.32
			FD OXYGEN	260.06

Check Date	Check	Vendor Name	Description	Amount
				694.19
08/04/2021	132542	ALEXANDER MARIANI	P&R NINJA WARRIOR	50.00
08/04/2021	132543	ALL-WAYS CONTRACTORS, INC	HWY TOPSOIL	1,204.00
			HWY TOPSOIL	85.00
				<u>1,289.00</u>
08/04/2021	132544	AMERICAN ARBORISTS TREE SERVICES IN	HWY TREE REMOVAL	1,200.00
08/04/2021	132545	AMERICAN STATE EQUIPMENT CO., INC.	HWY PUSH BUTTON COV	39.16
08/04/2021	132546	AMY KORNOWSKI	P&R MILEAGE REIMBURSEMENT	114.80
08/04/2021	132547	ARC DOCUMENT SOLUTIONS LLC	ENG PLOT BOND	18.00
08/04/2021	132548	AUCA CHICAGO MC LOCKBOX	HWY UNIFORMS	89.95
			HWY UNIFORMS	84.15
			HWY UNIFORMS	84.15
			HWY UNIFORMS	85.31
				<u>343.56</u>
08/04/2021	132549	BARRIENTOS DESIGN & CONSULTING	CH FINAL DESIGN OF DPW BLD	142,706.00
08/04/2021	132550	BIELINSKI HOMES	BLD 210233 OCCUPANCY BOND REFUND	500.00
08/04/2021	132551	BOND TRUST SERVICES CORP	DEBT PYMT	488,790.00
08/04/2021	132552	BOUNDTREE MEDICAL	FD BLOOD GLUCOSE TEST STRIPS	14.29
08/04/2021	132553	BREDAN MECHANICAL SYSTEMS	IT HVAC CH	1,389.00
08/04/2021	132554	BRIAN ANDERSON	HR LICENSE RENEWAL REIMBURSEMENT	84.00
08/04/2021	132555	BUMPER TO BUMPER HARTLAND	HWY VEHICLE MAINT	959.68
			HWY RIGHT STUFF CRTG	41.18
			HWY BRAKE FLUID	44.38
			HWY BATTERY	51.93
			HWY OIL FILTER	12.02
			HWY ECOAT CALIPERS CREDIT	(100.00)
				<u>1,009.19</u>
08/04/2021	132556	BUNZELS MEAT AND CATERING	HR SERVICE RECOGNITION	1,532.62
08/04/2021	132557	CARLIN SALES CORPORATION	P&R SEED	1,656.11
08/04/2021	132558	CHARLIE DWYER	BLD MILEAGE REIMBURSEMENT	125.44
08/04/2021	132559	CHERRIE LARSON	P&R ART DETECTIVES CAMP	509.60
08/04/2021	132560	CHRISTOPHER WRIGHT	15504 UMS REFUND	251.30
08/04/2021	132561	CINTAS	HWY SAFETY RESTOCK	116.75
08/04/2021	132562	CITY OF WAUKESHA	0984008 SANITARY SEWER CONNECT	4,845.50
08/04/2021	132563	COMEDY SPORTZ	P&R EVENT AT THE PARK	1,440.00
08/04/2021	132564	CONTREE SPRAYER & EQUIPMENT	HWY SERIES SPIDER LOVE JOY	39.97
08/04/2021	132565	COOKING WITH MOORE	P&R COOKING CAMP	1,100.00
08/04/2021	132566	COREY OIL	HWY CLEAR DIESEL	1,777.25
			HWY UNLEADED GASOLINE	1,828.49
			HWY CLEAR DIESEL	1,386.67
			HWY UNLEADED GASOLINE	1,123.19
			HWY CLEAR DIESEL	1,327.65
				<u>7,443.25</u>
08/04/2021	132567	COUNTY MATERIALS CORP	13651 UMS REFUND	32.66
08/04/2021	132568	COUNTY WIDE EXTINGUISHER, INC	CH EXTINGUISHER INSPECTIONS	617.32
08/04/2021	132569	DIAMOND VOGEL	HWY PAINT	1,326.00
			HWY YELLOW WI ACR TRF	472.50
				<u>1,798.50</u>

Check Date	Check	Vendor Name	Description	Amount
08/04/2021	132570	DREW FOX	P&R MILEAGE REIMBURSEMENT	3.42
08/04/2021	132571	EAGLE ENGRAVING	FD AWARD HOLDER	35.95
08/04/2021	132572	ELDORADO TRAILER SALES LLC	HWY WATER PURCHASE TRADE IN #40	14,558.00
			HWY #212 TRAILER	9,863.00
				<u>24,421.00</u>
08/04/2021	132573	FRANK ARMSTRONG ENTERPRISES	P&R INSTALL PICKLEBALL LINES SPRINGDALE	475.00
08/04/2021	132574	GANNON HUEBNER	P&R MILEAGE REIMBURSEMENT	3.42
08/04/2021	132575	GEO-SYNTHETICS SYSTEMS LLC	HWY POSTS AND STRAW	65.16
08/04/2021	132576	HAWKINS, INC.	SW CHEMICALS	228.78
08/04/2021	132577	HEARTLAND BUSINESS SYSTEMS	IT NETWORK MONITORING SUPPORT	92.00
08/04/2021	132578	HUMPHREY SERVICE PARTS, INC	HWY OIL FILTER	29.36
			HWY BATTERY CHARGER, GRINDER KIT	231.60
				<u>260.96</u>
08/04/2021	132579	IMEG CORP	ENG BUSSE ROAD BRIDGE DESIGN	2,740.00
			ENG BUSSE ROAD BRIDGE REPLACEMENT DESIGN	2,141.25
				<u>4,881.25</u>
08/04/2021	132580	J.H. HASSINGER, INC.	SW FINAL PMT WISPARK PUMP STATION	2,530.00
08/04/2021	132581	JENNIFER SCHOLTKA	P&R ZUMBA GOLD	330.00
08/04/2021	132582	JOHN'S DISPOSAL SERVICE	ENG JUNE LANDFILL CHARGES	14,749.44
08/04/2021	132583	JOHNSON CONTROLS FIRE PROTECTION	FD FIRE ALARM BASICS	330.00
08/04/2021	132584	JX ENTERPRISES, INC.	HWY #15 PETERBILT	103,948.50
			HWY MOUNTING EXHAUST	39.86
				<u>103,988.36</u>
08/04/2021	132585	KAESTNER AUTO ELECTRIC CO.	HWY LED MARKER, JUNCTION BLK	56.46
			HWY BAT MAINT	39.99
			HWY CONNECTOR AND ADAPTERS	24.39
			HWY EYELET, BAT MAINT	173.82
			HWY CONNECTORS, WP SEA	7.14
				<u>301.80</u>
08/04/2021	132586	KM SPORTS	FD EMBROIDERY	48.00
08/04/2021	132587	KMB ELECTRIC	P&R ELECTRICAL WORK	1,350.00
			CH ELECTRICAL WORK	908.63
				<u>2,258.63</u>
08/04/2021	132588	KWIK TRIP INC.	FD FUEL	3,639.75
08/04/2021	132589	KYLA STANLEY	P&R MILEAGE REIMBURSEMENT	40.88
08/04/2021	132590	LAFARGE AGGREGATES ILLINOIS, INC.	HWY STONE	51.50
			HWY STONE	25.75
			HWY STONE	77.25
			HWY STONE	25.75
			HWY STONE	51.50
				<u>231.75</u>
08/04/2021	132591	LANNON STONE PRODUCTS	HWY STONE	104.81
08/04/2021	132592	LIFE-ASSIST INC	FD SAFETY RESTOCK	1,054.03

Check Date	Check	Vendor Name	Description	Amount
			FD SAFETY RESTOCK	429.31
				1,483.34
08/04/2021	132593	MATRIX TRUST COMPANY	CT PAY DATE 7/16/21 LOAN REPAYMENT	50.00
			CT LOAN REPAYMENT PAY DATE 7/30/21	50.00
				100.00
08/04/2021	132594	MENARDS	FD LAG SCREW	3.18
			FD STEEL FRAMING	66.64
			FD STEEL INSERTS, DRILL BIT, LATCH BOX	24.14
			FD LAVA ROCK	69.90
			P&R MIXED GAS	24.99
			P&R WATER FOUNTAIN SUPPLIES	80.48
			SW MINI AIR REGULATOR	13.49
			SW TOOLBOX AND AIR COMPRESSOR	118.41
			HWY ALL WEATER CORD AND MAINTAINER	116.27
			HWY MGH BRASS UNION	7.98
			HWY CONDUIT	21.92
			HWY FLOOR SCRAPER, FLEX JOINT SOMPND	24.47
			HWY CARR BOLT	91.60
				663.47
08/04/2021	132595	MID-AMERICAN RESEARCH CHEMICAL	HWY CITRONELLA GRAN	112.07
08/04/2021	132596	MILLER-BRADFORD & RISBERG, INC	HWY FILTER ELEMENT	34.92
08/04/2021	132597	NAPA	FD ADHESIVE - REAR VIEW	3.61
08/04/2021	132598	NATIONWIDE RETIREMENT SOLUTIONS	CT RETIREMENT PAY DATE 7/2/2021	1,829.09
			CT RETIREMENT PAY DATE 7/30/21	1,829.09
			CT RETIREMENT PAY DATE 7/16/2021	1,829.09
				5,487.27
08/04/2021	132599	NEENAH FOUNDRY COMPANY	HWY ADJUSTING RING	117.00
			HWY ADJUSTING RING	215.00
				332.00
08/04/2021	132600	NORTH CENTRAL UTILITY	HWY HOOKS, STRAPS, CARBON STEEL SHACK	211.91
08/04/2021	132601	OCCUPATIONAL HEALTH CENTERS	HR EXAMS	90.00
08/04/2021	132602	OFFICE COPYING EQUIPMENT, LTD	BLD SHARP MX3070N CONTRACT	168.77
08/04/2021	132603	OFFICE DEPOT	CT TONER	77.80
			FD OFFICE SUPPLIES	12.24
			FD PENS	4.35
			FD OFFICE SUPPLIES	72.82
				167.21
08/04/2021	132604	PAIGE KETTNER	P&R MILEAGE REIMBURSEMENT	44.13
08/04/2021	132605	PAYNE & DOLAN	HWY CULVERT MATERIALS	177.75
			HWY CULVERT MATERIALS	86.85
			HWY CULVERT MATERIALS	525.00
				789.60
08/04/2021	132606	POMP'S TIRE SERVICE, INC.	SW TIRES	734.08
08/04/2021	132607	PORT-A-JOHN	P&R SEASONAL RESTROOM	96.00

Check Date	Check	Vendor Name	Description	Amount
			P&R SEASONAL RESTROOM	96.00
			P&R SEASONAL RESTROOM	96.00
			P&R SEASONAL RESTROOM	96.00
				384.00
08/04/2021	132608	PREMIUM WATERS, INC	HWY WATER	36.75
			HWY WATER	53.25
				90.00
08/04/2021	132609	PROHEALTH PHARMACY WAUKESHA	FD PHARMACY TRANSFERS	497.99
08/04/2021	132610	REINDERS, INC.	P&R SHOP MATERIALS	338.50
			HWY ECHO PRO TRIM ATTACHMENT	89.99
			HWY LANDSCAPE RAKES	130.73
				559.22
08/04/2021	132611	RUEKERT & MIELKE, INC.	ENG WOODLEAF RESERVE CONSTRUCTION	11,517.30
			ENG OAK & PENINSULA CONSTRUCTION ADMIN	16,704.35
			ENG CHRIST LUTHERAN EROSION CONTROL	166.80
			ENG PAUL ROAD WATER RELAY	5,253.10
			ENG PAUL ROAD WATER RELAY	5,458.35
			ENG NORTHMOUND INDUSTRIAL EROSION CONTRO	165.00
			ENG ANGELUS BLD EROSION CONTROL	165.00
			ENG KLEIN DICKERT EROSION CONTROL	165.00
			ENG NORTHVIEW SIDEWALK	2,213.50
			ENG KINDERCARE EROSION CONTROL	165.00
			ENG INLET REPAIR	39,008.60
			ENG SWAN VIEW CONSTRUCTION REVIEW	1,101.60
			ENG GLEN AT PARKWAY RIDGE CONSTRUCTION A	1,426.00
			ENG JOSEPH RD DESIGN	11,398.05
			ENG ZIGNEGO CONSTRUCTION OBSERVATION	808.75
			ENG MEADOWBROOK DESIGN	1,539.80
			ENG PEWAUKEE SOUTH INDUSTRIAL CONSTRUCTI	855.00
			ENG THE WATERS CONSTRUCTION REVIEW	1,119.50
				99,230.70
08/04/2021	132612	SAFELITE AUTOGLASS	P&R SOLAR STATIONARY REPLACEMENT	337.98
08/04/2021	132613	SAFELITE FULLFILLMENT, INC	SW VEHICLE REPAIR	407.98
08/04/2021	132614	SCHOOL DISTRICT OF MENOMONEE FALLS	P&R KNITTING CLASS	108.00
08/04/2021	132615	SHAWNS DEER PICK UP	HWY DEER PICKUP	480.00
08/04/2021	132616	SHELBY VIELGUT	P&R MILEAGE REIMBURSEMENT	66.64
08/04/2021	132617	SOFT WATER, INC.	FD SALT	59.50
			FD SALT	34.00
				93.50
08/04/2021	132618	Strand Associates, Inc	ENG DUPLAINVILLE ROAD RECONSTRUCTION DES	15,988.89
			ENG DUPLAINVILLE ROAD RECONSTRUCTION SUR	3,827.42
				19,816.31
08/04/2021	132619	SUPERIOR LIFTING SPECIALISTS	HWY PEAR/GRAB/CHAIN ANCHOR, CROSBY	1,182.86
08/04/2021	132620	VERIZON	FD PHONES	84.93
08/04/2021	132621	VILLAGE OF PEWAUKEE	SW SEWER FLOWS QTR 2	25,212.19
			JUNE 2021 BUILDING PERMITS	1,243.03
			JULY 2021 BUILDING PERMITS	3,724.12



Check Date	Check	Vendor Name	Description	Amount
				30,179.34
08/04/2021	132622	WASTE MANAGEMENT	HWY RECYCLE	1,070.98
08/04/2021	132623	WAUKESHA CO TREASURER	PLC CONTRACT FOR POLICE SERVICES	248,986.29
			PLC PRISONER HOUSING	18.64
			P&R LEARN TO SKATE PROGRAM	540.00
			P&R LEARN TO SKATE	720.00
				250,264.93
08/04/2021	132624	WAUKESHA LIME & STONE CO.	HWY STONE	956.38
08/04/2021	132625	WESTERN CULVERT & SUPPLY	HWY CMPA	7,934.47
08/04/2021	132626	WHITLOW'S SECURITY SPECIALISTS	P&R LOCKS AND KEYS	634.50
08/04/2021	132627	WI DEPT OF JUSTICE-TIME	PLC TIME ACCESS	180.00
08/04/2021	132628	WISCONSIN STEAM CLEANER	SW ZINC PLATED PSI, HEX COUPLING	85.79
08/04/2021	132629	ZIGNEGO READY MIX	HWY 6 BAG AE L/CHRT	393.00
08/05/2021	132630	VILLAGE OF PEWAUKEE	LAKE PATROL QTR 3 2021	6,381.20
100 TOTALS:				
Total of 201 Disbursements:				1,799,590.63

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

**DATE:** August 16, 2021

**DEPARTMENT:** PW - Water/Sewer

**PROVIDED BY:** Jane Mueller

***SUBJECT:***

Discussion and Possible Action to Award Well No.5 Reservoir Roof Repair and Pump Replacement Project to the Lowest Qualified Bidder, J.H. Hassinger, Inc. Based on the Lowest Qualified Bid of \$249,261.00 [Mueller]

***BACKGROUND:***

In September 2020, the City of Pewaukee entered into a DNR Consent Order to comply with the Maximum Contaminant Level for Radium. The Utility worked with Ruekert & Mielke Engineering to design an HMO Treatment Facility for radium removal with an anticipated January 2021 bidding schedule.

In anticipation of the building construction, the Utility removed the reservoir from service for draining and inspection. This inspection identified that the roof of the reservoir was leaking. Also prior to the bidding, the Utility planned to pull the well pump for maintenance and conduct some minor cleaning and acidizing the well. During this planning, it was discovered that the well had collapsed. Subsequent efforts to remove the rubble have been unsuccessful. Discussions with consultants and hydrogeologists have indicated that this well is located on the Waukesha Fault. A highly unstable area of the aquifer.

In April, Staff met with the Department of Natural Resources to discuss the condition of Well No.5. Subsequent to the meeting, the Utility requested a one year extension from the Consent Order to allow us to identify long term solutions to provide safe reliable water service to this somewhat isolated area on the City. The 1 year extension was granted allowing the Utility to research various water system improvement options.

The Utility is looking to use Well No. 5 and the reservoir on a limited basis while the water system improvement alternatives are identified and constructed. This will provide reliably fire protection and water capacity to this area of the City. (Bluemound Industrial Park and Takoma Hills Subdivision)

***FINANCIAL IMPACT:***

The Utility opened bids for Well No.5 Reservoir Roof Repair & Pump Replacement on August 5, 2021.

- |    |                      |              |
|----|----------------------|--------------|
| 1) | J.H. Hassinger Inc.  | \$249,261.00 |
| 2) | Mid City Corporation | \$291,625.00 |

The Council adopted the Comfort Resolution 21-01-06 Declaring the Official Intent to Reimburse Expenditures Related to the Rehabilitation of Well #5. The Utility will include these costs in future borrowing.

***RECOMMENDED MOTION:***

Common Council award the Well No.5 Reservoir Roof Repair and Pump Replacement Project to the lowest qualified bidder, J.H. Hassinger based on the lowest bid of \$249,261.00.

**ATTACHMENTS:**

Description

Recommendation of Award Well No.5

August 9, 2021

Ms. Magdelene J. Wagner, P.E.  
Director of Public Works  
City of Pewaukee  
W240 N3065 Pewaukee Road  
Pewaukee, WI 53072

RE: Well No. 5 Reservoir Roof Repair and Pump Replacement

Dear Ms. Wagner

Bids for the above project were opened on August 5, 2021, at 10:00am at City Hall and were as follows:

	<b>BIDDER</b>	<b>BASE BID</b>
1.	<u>J.H. Hassinger, Inc.</u>	<u>\$249,261.00</u>
2.	<u>Mid City Corporation</u>	<u>\$291,625.00</u>

We reviewed the documentation submitted by the apparent low bidder and found that:

1. The Bid Form has been appropriately completed.
2. We have no objections to the low bidder.
3. In the past year, low bidder has successfully completed a similar project at the City's Wispark Pumping Station.

On these bases, we recommend that J.H. Hassinger, Inc. be awarded the Well No. 5 Reservoir Roof Repair and Pump Replacement contract, in the amount of \$249,261.00. On all construction projects, and especially complex ones like this, unpredictable factors may increase the final contract amount. For this reason, we recommend that the City of Pewaukee include a 10 percent contingency when preparing the financial plan for this work.

Our review did not include an evaluation of bidder's current financial condition nor of their permanent safety program.

Should you decide to accept our recommendation, we have prepared the enclosed Notice of Award for your use. Please have the appropriate official sign where indicated and forward a signed copy of the Notice of Award to our office. We will then fill in the date at the top of page one and forward it, with contracts for execution, to the Contractor. One fully completed Notice of Award will be returned to you for your records.

Bids remain subject to acceptance until October 4, 2021, unless Bidder agrees to an extension. Please advise us of your award decision or call if there are any questions.

Ms. Magdelene J. Wagner, P.E.  
Well No. 5 Reservoir Roof Repair and Pump Replacement  
August 9, 2021  
Page 2

Respectfully,

RUEKERT & MIELKE, INC.



Christopher L. Epstein, P.E. (WI)  
Project Engineer  
[cepstein@ruekert-mielke.com](mailto:cepstein@ruekert-mielke.com)

CLE:acI

Encl: Notice of Award  
Bid Tabulation

cc: Jane Mueller, City of Pewaukee  
Kenneth R. Ward, P.E., Ruekert & Mielke, Inc.

## NOTICE OF AWARD

	Date of Issuance:	_____
	Owner:	City of Pewaukee
Contract: Well No. 5 Reservoir Roof Repair and Pump Replacement	Owner's Contract No.:	WU-21-12827
Bidder: J.H. Hassinger, Inc.	Engineer:	Ruekert & Mielke, Inc.
Address: N60 W16289 Kohler Lane Menomonee Falls, WI 53051	Engineer's Project No.:	26-10136.240

### TO BIDDER:

You are notified that your Bid dated August 5, 2021, for the above Contract has been accepted by Owner and you are the Successful Bidder and are awarded a Contract for:

### Well No. 5 Reservoir Roof Repair and Pump Replacement

The Contract Price of your Contract is: \$249,261.00

Two (2) copies of the proposed Contract Documents (except Drawings) accompany this Notice of Award or have been transmitted or made available to Bidder electronically.

Two (2) sets of the Drawings will be delivered separately, or otherwise made available to Bidder electronically.

Bidder must comply with the following conditions precedent within 15 days of the date of issuance of this Notice of Award:

1. Deliver to Engineer one (1) fully executed counterparts of the Contract Documents.
2. Deliver with the executed Agreement the Bid security as specified in the Instructions to Bidders (Article 21), General Conditions (Paragraph 6.01), and Supplementary Conditions (Paragraph SC-6.01).
3. Deliver with the executed Agreement certificates and other evidence of insurance as specified in the General Conditions (Article 6) and the Supplementary Conditions modifying Article 6 of the General Conditions.

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within 10 days after you comply with the above conditions, Engineer will return to you one fully executed counterpart of the Agreement.

Owner:	City of Pewaukee
Signature:	_____
	Authorized Signature
Title:	_____
Date:	_____

Copy: Engineer

## COST COMPARISON OF BIDDERS

**OWNER:** City of Pewaukee  
**PROJECT:** Well No. 5 Reservoir Roof Repair & Pump Replacement  
**BID OPENING DATE:** August 5, 2021

BASE BID				J.H. Hassinger, Inc.		Mid City Corporation	
ITEM #	ITEM DESCRIPTION	UNIT	QTY.	UNIT \$	TOTAL	UNIT \$	TOTAL
1	Reservoir rehabilitation	L.S.	1	\$156,191.00	\$156,191.00	\$196,000.00	\$196,000.00
2	Well Pump replacement	L.S.	1	\$81,650.00	\$81,650.00	\$82,500.00	\$82,500.00
3	All Other Work	L.S.	1	\$11,420.00	\$11,420.00	\$13,125.00	\$13,125.00
<b>TOTAL OF ALL ESTIMATED PRICES (ITEMS 1 - 3)</b>					<b>\$249,261.00</b>		<b>\$291,625.00</b>

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

**DATE:** August 16, 2021

**DEPARTMENT:** Public Works

**PROVIDED BY:** Magdelene Wagner

***SUBJECT:***

Discussion and Possible Action to Approve the Swan View Farms Phase 2 Development Agreement and Establish the Amount of the Letter of Credit [Wagner]

***BACKGROUND:***

Development that involve the construction of public infrastructure require a development agreement and letter of credit. The Swan View Farms Phase 2 subdivision development consists of 23 single family lots that will be created north of Swan View Farms Phase 1 Development. The subdivision has public infrastructure for roads, sanitary sewer, water main, and storm sewer which will be installed to support the development of the parcel. The attached construction cost spreadsheet indicates the cost is \$2,229,821.75. After adding 20% as required in our Ordinances, the recommended value of the letter of credit be established by the Common Council at \$2,675,786.10

***FINANCIAL IMPACT:***

All City costs are paid by the Developer with the exception of sanitary sewer and water main cost share previously authorized by the Common Council on January 20, 2020, June 21, 2021 and July 19, 2021, estimated at \$475,439 and \$62,522.50, respectively. This sanitary sewer cost share will ultimately be assessed to the benefited properties by the Utility at a future date. The water main cost share will be included in a future rate case and paid through water rates.

Long term financial impacts were not reviewed.

***RECOMMENDED MOTION:***

We recommend the Common Council approve the Swan View Farms Phase 2 Development Agreement, contingent upon any requirements of the City Attorney and City Engineer, and establish the initial amount of the letter of credit at \$2,675,786.10 in a form approved by the City Attorney.

**ATTACHMENTS:**

Description

Swan View Phase 2 location map

Developer Construction costs

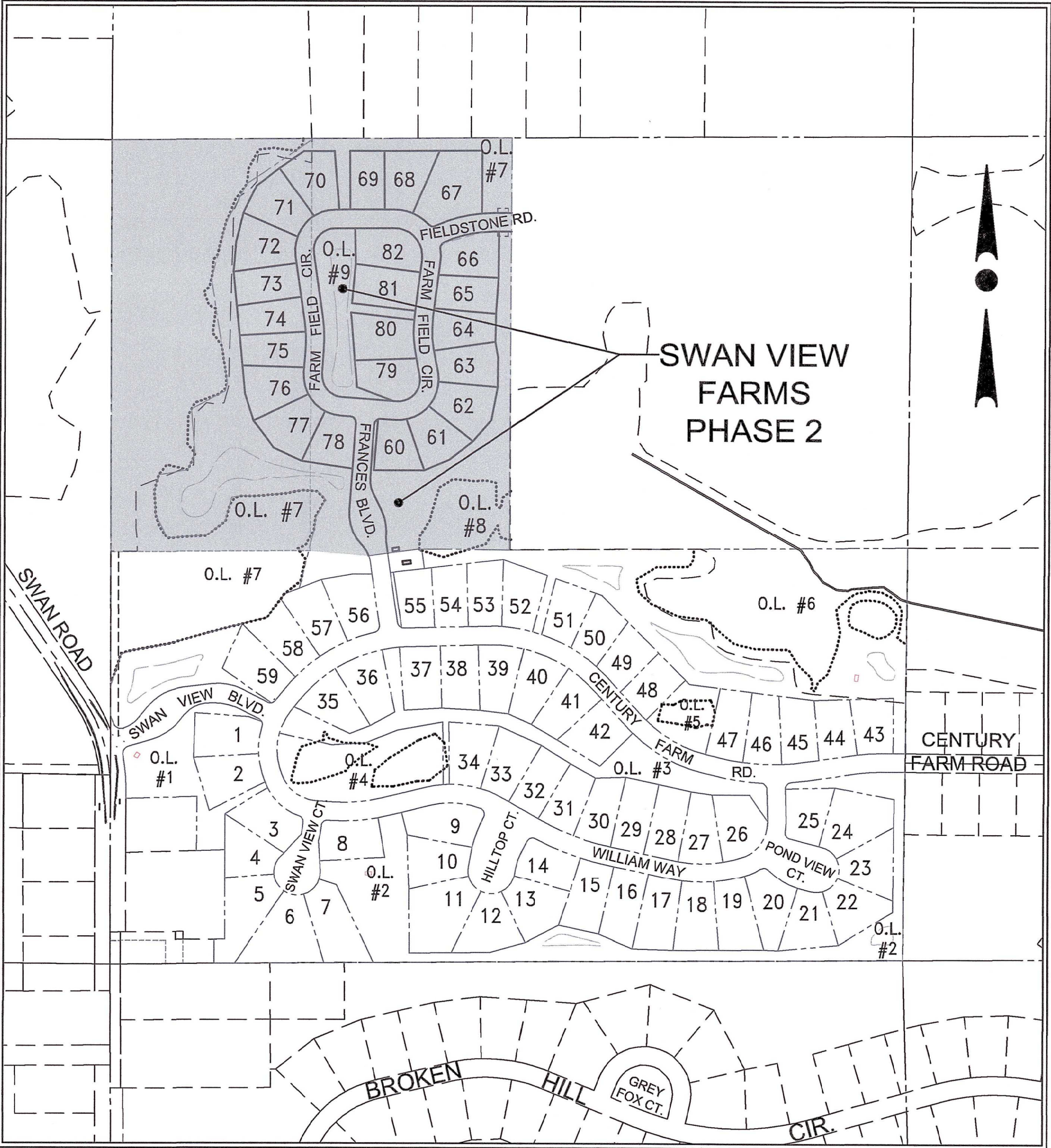
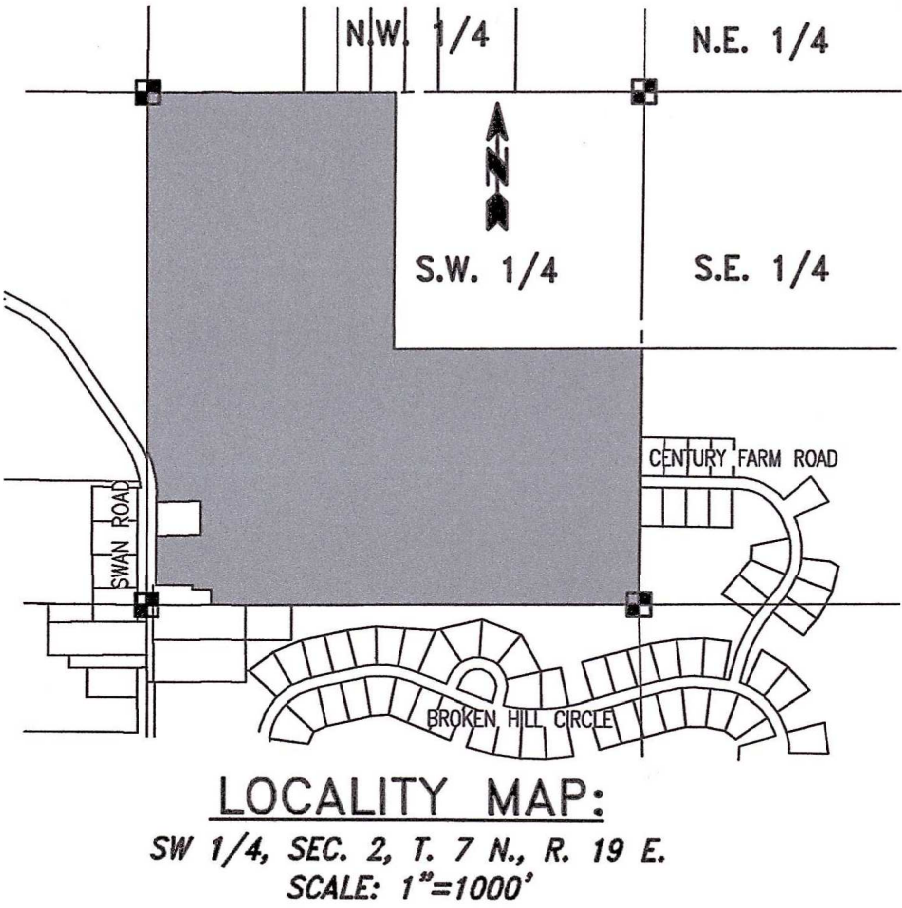
Draft Developer's Agreement



GENERAL NOTES

1. THE LATEST EDITIONS OF THE FOLLOWING DOCUMENTS AND ANY SUPPLEMENTS THERETO, SHALL GOVERN ALL CONSTRUCTION ITEMS ON THIS PLAN UNLESS OTHERWISE NOTED.
- STANDARD SPECIFICATIONS FOR SEWER AND WATER CONSTRUCTION IN WISCONSIN, 6TH EDITION (SSSWCW)
  - THE WISCONSIN D.O.T. STANDARD SPECIFICATIONS FOR HIGHWAY AND STRUCTURE CONSTRUCTION, LATEST EDITION
  - NDNR STORMWATER RUNOFF TECHNICAL STANDARDS.
  - WISDOT PAL APPROVED EROSION CONTROL MEASURES LIST, LATEST EDITION.
  - CITY OF PEWAUKEE TECHNICAL STANDARDS.
2. THE CONTRACTOR SHALL TAKE ALL MEASURES NECESSARY TO MINIMIZE EROSION, WATER POLLUTION AND SILTATION CAUSED BY CONSTRUCTION OF THIS PROJECT. EROSION CONTROL MEASURES SHALL BE IN ACCORDANCE WITH WISCONSIN DEPARTMENT OF NATURAL RESOURCES TECHNICAL STANDARDS.
3. EROSION CONTROL PLAN: PRIOR TO BEGINNING WORK, AN APPROVED EROSION CONTROL PLAN WILL BE PROVIDED BY THE ENGINEER. THE CONTRACTOR IS RESPONSIBLE FOR PROPERLY IMPLEMENTING THE APPROVED PLAN.
4. THE CONTRACTOR SHALL FIELD VERIFY THE ELEVATIONS OF THE BENCHMARKS PRIOR TO COMMENCING WORK. THE CONTRACTOR SHALL ALSO FIELD VERIFY LOCATION, ELEVATION AND SIZE OF EXISTING UTILITIES, AND VERIFY FLOOR, CURB OR PAVEMENT ELEVATIONS WHERE MATCHING INTO EXISTING WORK. THE CONTRACTOR SHALL FIELD VERIFY HORIZONTAL CONTROL BY REFERENCING SHOWN COORDINATES TO KNOWN PROPERTY LINES. NOTIFY ENGINEER OF DISCREPANCIES IN EITHER VERTICAL OR HORIZONTAL CONTROL PRIOR TO PROCEEDING WITH WORK.
5. THE CONTRACTOR SHALL VERIFY THE EXACT LOCATION OF ALL UNDERGROUND UTILITIES PRIOR TO BEGINNING CONSTRUCTION (CALL DIGGERS HOTLINE AT 800-242-8511). COST OF REPLACEMENT OR REPAIR OF EXISTING UTILITIES DAMAGED AS A RESULT OF THE CONTRACTOR'S OPERATION SHALL BE THE CONTRACTOR'S RESPONSIBILITY.
6. EXISTING UTILITY INFORMATION IS SHOWN FROM SURVEY WORK, FIELD OBSERVATIONS, AVAILABLE PUBLIC RECORDS, AND AS-BUILT DRAWINGS. EXACT LOCATIONS AND ELEVATIONS OF UTILITIES SHALL BE DETERMINED PRIOR TO INSTALLING NEW WORK. EXCAVATE TEST PITS AS REQUIRED.
7. PROPERTY CORNERS SHALL BE CAREFULLY PROTECTED UNTIL THEY HAVE BEEN REFERENCED BY A PROFESSIONAL LAND SURVEYOR. PROPERTY MONUMENTS DISTURBED BY THE CONTRACTOR'S OPERATIONS SHALL BE REPLACED AT THE CONTRACTOR'S EXPENSE.
8. ENGINEER SHALL BE NOTIFIED 48 HOURS IN ADVANCE OF PERFORMING ANY CONSTRUCTION.
9. ALL TRENCHING SHALL BE PERFORMED ACCORDING TO OSHA STANDARDS.
10. ALL ITEMS SHALL INCLUDE ALL THE NECESSARY MATERIALS AND LABOR TO COMPLETE THE ITEM IN PLACE.
11. THE CONTRACTOR SHALL CLEAN ALL ADJACENT STREETS OF ANY SEDIMENT OR DEBRIS BY SWEEPING BEFORE THE END OF THE WORKING DAY OR AS REQUIRED BY THE CITY OF PEWAUKEE.
12. THE CONTRACTOR MUST AND IS REQUIRED TO NOTIFY THE CITY OF PEWAUKEE SEWER AND WATER UTILITY A MINIMUM OF 48 HOURS IN ADVANCE OF WATER MAIN FILLING, WATER MAIN FLUSHING, WATER MAIN TESTING AND WATER MAIN CONNECTIONS. NO CONNECTION SHALL BE MADE TO THE EXISTING WATER SYSTEM UNTIL SAFE SAMPLES FROM THE NEW MAIN HAVE BEEN OBTAINED.

SWAN VIEW FARMS  
SINGLE FAMILY RESIDENTIAL SUBDIVISION  
PHASE 2 SITE DEVELOPMENT PLANS  
CITY OF PEWAUKEE, WISCONSIN

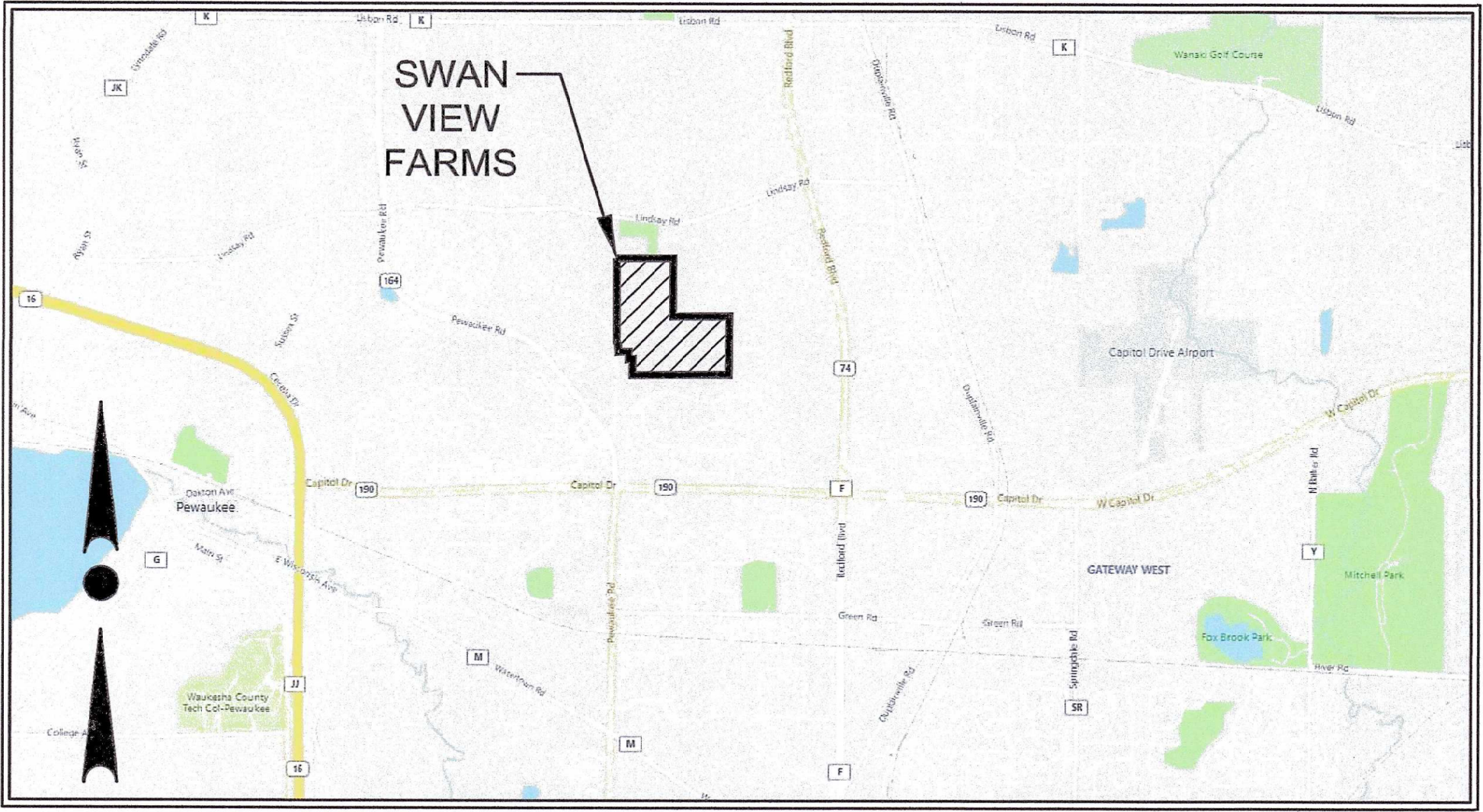


DESIGNER:  
TRIO ENGINEERING, LLC  
4100 N. CALHOUN ROAD, SUITE 300  
BROOKFIELD, WI 53005  
CONTACT: MR. JOSHUA PUDELKO, P.E., M.S.  
PHONE: 262-790-1480  
FAX: 262-790-1481  
EMAIL: jpudenko@trioeng.com

CONSTRUCTION ENTRANCE NOTE:  
CONSTRUCTION TRAFFIC WILL NOT BE ALLOWED TO ACCESS THE SITE FROM CENTURY FARM ROAD. SWAN ROAD IS WEIGHT RESTRICTED; CONSTRUCTION TRAFFIC WILL BE LIMITED TO ACCESSING THE SITE FROM THE INTERSECTION OF SWAN ROAD AND STH 164 AND TRAVELING NORTH ALONG SWAN ROAD TO THE SITE. CONSTRUCTION TRAFFIC WILL NOT BE PERMITTED ON SWAN ROAD NORTH OF THE CONSTRUCTION SITE.

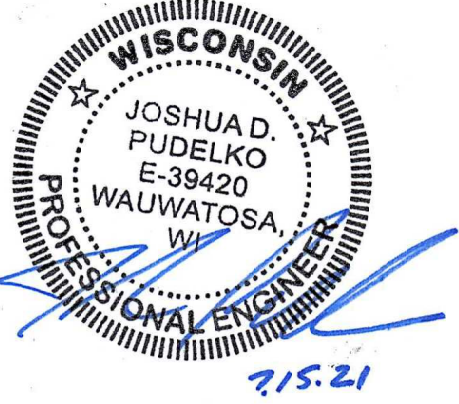
SHEET INDEX

CIVIL	
T1	- COVER SHEET
C1.0	- OVERALL INTERIM GRADING & DRAINAGE PLAN
C1.0M	- OVERALL MASTER GRADING & DRAINAGE PLAN
C1.1-C1.2	- PROPOSED INTERIM GRADING & DRAINAGE PLANS
C1.1M-C1.2M	- PROPOSED MASTER GRADING & DRAINAGE PLANS
C1.3-C1.4	- PROPOSED POND DETAIL PLANS
C2.0	- EROSION CONTROL PLAN
C2.1	- BEDROCK BLASTING PLAN
C3.0	- SANITARY SEWER & WATER MAIN SYSTEM PLAN
C3.1-C3.5	- SANITARY SEWER AND WATER MAIN PLAN & PROFILE
C3.6	- SANITARY & WATER MAIN SPECIFICATIONS
C4.0	- STORM SEWER SYSTEM PLAN
C4.1-C4.5	- ROADWAY AND STORM SEWER PLAN & PROFILE
C4.6-C4.7	- STORM SEWER PLAN & PROFILE
C5.0-C5.1	- INTERSECTION, BOULEVARD AND RAMP DETAILS
C6.0-C6.1	- CONSTRUCTION NOTES & DETAILS



LOCATION MAP  
NOT TO SCALE

SITE PLAN  
SCALE: 1" = 300'



CONTRACTOR IS REQUIRED TO CONTACT DIGGERS HOTLINE TOLL FREE TO OBTAIN LOCATION OF UNDERGROUND UTILITIES PRIOR TO COMMENCING THE WORK. WISCONSIN STATUTE 182.0715 REQUIRES MIN. OF 3 WORK DAYS NOTICE BEFORE YOU EXCAVATE.  
**CALL DIGGERS HOTLINE 1-800-242-8511**

NOTE:  
EXISTING UNDERGROUND UTILITY INFORMATION WAS OBTAINED FROM AVAILABLE RECORDS. THE ENGINEER MAKES NO GUARANTEE AS TO THE ACCURACY OF THIS INFORMATION. VERIFICATION TO THE SATISFACTION OF THE CONTRACTOR OF ALL UNDERGROUND UTILITIES, WHETHER OR NOT SHOWN ON THE PLANS, SHALL BE ASSUMED AS A CONDITION OF THE CONTRACT. THE CONTRACTOR SHALL NOTIFY THE ENGINEER OF ANY DISCREPANCIES BETWEEN LOCATION OF UTILITIES IN THE FIELD AND LOCATIONS SHOWN ON THE PLANS.

PROJECT:  
**SWAN VIEW FARMS - PHASE 2**  
SINGLE FAMILY RESIDENTIAL SUBDIVISION  
CITY OF PEWAUKEE, WISCONSIN  
BY: BWC INVESTMENTS LLC  
N8W22520 JOHNSON DR.  
WAUKESHA, WI 53186

REVISION HISTORY	
DATE	DESCRIPTION
02/21/2020	INITIAL CIVIL SUBMITTAL
12/23/2020	PER CITY REVIEW
04/02/2021	PER CITY REVIEW
06/16/2021	UTILITY PLAN REVIEW
07/15/2021	PER CITY REVIEW

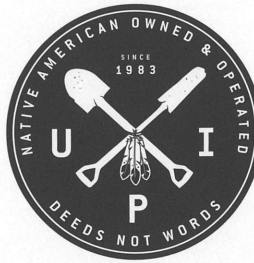
DATE:  
JULY 15, 2021

JOB NUMBER:  
16024

DESCRIPTION:  
**COVER SHEET**

SHEET  
**T1**





TO: CARL TOMICH - WESTRIDGE BUILDERS  
 FROM: MIKE DRETZKA  
 RE: SWAN VIEW FARMS PHASE 2 - GRADING, UTILITY & ROAD WORK

23-Jul-21

Item #	Description	Quantity	Units	Unit Price	Ext. Price
<b>SANITARY</b>					
1	8" PVC MAIN - GRAVEL BF	1,170.00	L.F.	\$120.00	\$140,400.00
2	6" PVC LATERALS	23.00	EACH	\$3,014.00	\$69,322.00
3	MANHOLE	7.00	EACH	\$4,185.00	\$29,295.00
4	ROCK REMOVAL	970.00	L.F.	\$116.00	\$112,520.00
5	8" PVC C900 SANITARY > 15' DEEP - GRAVEL BF	1,647.00	L.F.	\$251.00	\$413,397.00
6	DEEP MANHOLE	10.00	EACH	\$8,536.00	\$85,360.00
7	RISER	9.00	EACH	\$2,108.00	\$18,972.00

<b>TOTAL SANITARY:</b>	<b>\$869,266.00</b>
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<b>WATER MAIN</b>					
1	12" PVC MAIN - GRAVEL BF	2,009.00	L.F.	\$105.00	\$210,945.00
2	12" VALVE	9.00	EACH	\$3,060.00	\$27,540.00
3	8" PVC MAIN - GRAVEL BF	826.00	L.F.	\$72.50	\$59,885.00
4	8" VALVE	2.00	EACH	\$1,675.00	\$3,350.00
5	HYDRANT W/ LEAD & VALVE	8.00	EACH	\$6,195.00	\$49,560.00
6	1 1/4" PE SERVICE	23.00	EACH	\$2,340.00	\$53,820.00
7	SAMPLE STATION	1.00	EACH	\$3,645.00	\$3,645.00

<b>TOTAL WATER:</b>	<b>\$408,745.00</b>
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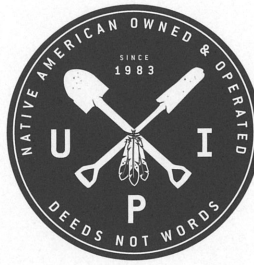
<b>STORM</b>					
1	12" RCP - GRAVEL BF	1,124.00	L.F.	\$58.00	\$65,192.00
2	15" RCP - GRAVEL BF	758.00	L.F.	\$57.00	\$43,206.00
4	18" RCP - GRAVEL BF	235.00	L.F.	\$51.00	\$11,985.00
5	21" RCP - GRAVEL BF	61.00	L.F.	\$56.00	\$3,416.00
7	30" RCP - GRAVEL BF	272.00	L.F.	\$87.00	\$23,664.00
8	12" FES W/ RIP RAP	5.00	EACH	\$925.00	\$4,625.00
9	15" FES W/ RIP RAP	5.00	EACH	\$925.00	\$4,625.00
10	18" FES W/ RIP RAP	1.00	EACH	\$1,030.00	\$1,030.00
11	21" FES W/ RIP RAP	1.00	EACH	\$1,135.00	\$1,135.00
13	30" FES W/ RIP RAP	1.00	EACH	\$1,285.00	\$1,285.00
14	INLET	31.00	EACH	\$2,535.00	\$78,585.00
15	MANHOLE	8.00	EACH	\$2,625.00	\$21,000.00
16	FIELD INLET	3.00	EACH	\$2,300.00	\$6,900.00

<b>TOTAL STORM:</b>	<b>\$266,648.00</b>
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<b>TOTAL SEWER &amp; WATER:</b>	<b>\$1,544,659.00</b>
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<b>PHASE 2 SITE GRADING</b>					
1	GRADING OF SITE WITH HANDLING OF SOIL IMPORT & PLACE	1.00	L.S.	\$330,020.00	\$330,020.00

<b>TOTAL GRADING:</b>	<b>\$330,020.00</b>
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**PHASE 2 ROAD WORK**

1	30" MOUNTABLE CURB - GPS STRINGLESS	5,030.00	L.F.	\$13.90	\$69,917.00
2	30" VF CURB AT ISLAND - GPS STRINGLESS	230.00	L.F.	\$27.00	\$6,210.00
4	CONCRETE SNOW NOSE	2.00	EACH	\$420.00	\$840.00
5	10" STONE & 3.25" BINDER (3LT) INCL WEDGING AT CURB & MH	7,105.00	S.Y.	\$20.75	\$147,428.75
6	6' ASPHALT PATH W/ 8" THICK AGG BASE	1,040.00	S.Y.	\$36.25	\$37,700.00
7	CONCRETE WALK AT HC RAMPS W/ DET WARN FIELDS	4.00	EACH	\$1,250.00	\$5,000.00

<b>TOTAL 2021 PAVING:</b>	<b>\$267,095.75</b>
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**2022 PAVEMENT WORK**

1	INTERIM INLETS	31.00	EACH	\$915.00	\$28,365.00
2	FINAL 1.75" SURFACE (4LT) INCL FLANGE MILL	7,105.00	S.Y.	\$8.40	\$59,682.00

<b>TOTAL 2022 PAVING:</b>	<b>\$88,047.00</b>
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<b>TOTAL PROJECT:</b>	<b>\$2,229,821.75</b>
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<b>CITY SANITARY REIMB.:</b>	<b>-\$475,439.00</b>
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<b>CITY WATER REIMB.:</b>	<b>-\$62,522.50</b>
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<b>TOTAL PROJECT:</b>	<b>\$1,691,860.25</b>
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**UPI, LLC. IS A CERTIFIED MBE/DBE MINORITY BUSINESS**

PRICE DOES NOT INCLUDE BOND FEES

QUANTITIES LISTED ARE "PROPOSED" QUANTITIES, U.P.I. WILL BE PAID ON A PER UNIT INSTALLED BASIS.

ALL TRENCH SPOIL MATERIAL IS TO BE LEFT CAST ON SITE

ENGINEERING, SURVEY, PERMITS &amp; INSPECTION FOR THE ABOVE LISTED ITEMS IS NOT INCLUDED.

LANDSCAPE OR PAVEMENT RESTORATION IS NOT INCLUDED EXCEPT WHERE NOTED

HEAVY OR FORMAL DEWATERING (IF REQUIRED) WILL BE CHARGED ON A TIME AND MATERIAL BASIS.

PAYMENT TO BE RECEIVED WITHIN 30 DAYS OF MONTHLY INVOICE.

1 1/2% INTEREST CHARGED ON ALL PAST DUE BALANCES

AGREED &amp; ACCEPTED BY: \_\_\_\_\_

DATE: \_\_\_\_\_

DEVELOPER'S AGREEMENT  
FOR  
SWAN VIEW FARMS SUBDIVISION PHASE ~~1~~2 DEVELOPMENT  
CITY OF PEWAUKEE, WAUKESHA COUNTY, WISCONSIN

THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, ~~2020~~2021, between BWC Investments, LLC. a Limited Liability Company, N8W22520-L Johnson Drive Waukesha WI 53186, hereinafter called "DEVELOPER", and the CITY of PEWAUKEE in the County of Waukesha and the State of Wisconsin, hereinafter called the "CITY".

WITNESSETH:

WHEREAS, the DEVELOPER is the owner of land in the CITY, said land being described on **EXHIBIT A** attached hereto and incorporated herein, hereinafter called "SUBJECT LANDS"; and

WHEREAS, the DEVELOPER desires to divide and develop SUBJECT LANDS for residential purposes by use of the standard regulations as set forth in Chapter 236 of the Wisconsin Statutes and Chapter 18 of the City of Pewaukee Municipal Code regulating land division and development; and

WHEREAS, Section 236.13 of the Wisconsin Statutes provides that as a condition of approval, the governing body of a municipality within which the SUBJECT LANDS lie may require that the DEVELOPER make and install any public improvements reasonably necessary and/or that the DEVELOPER provide financial security to ensure that the DEVELOPER will make these improvements within a reasonable time; and

WHEREAS, said SUBJECT LANDS are presently zoned RS-4, which allows the above-described development; and

WHEREAS, the DEVELOPER may be required to grant additional outlots, right of way, or easements over a part of the SUBJECT LANDS for sanitary sewer, storm sewer and water; and

WHEREAS, the DEVELOPER and CITY desire to enter into this agreement in order to ensure that the DEVELOPER will make and install all public improvements which are reasonably necessary and further that the DEVELOPER shall dedicate the public improvements to the CITY, provided that said public improvements are constructed to City specifications, ordinances, standards, and this agreement and as required by the CITY Engineer, without cost to the CITY; and

WHEREAS, this agreement is necessary to implement the CITY zoning and land division ordinances; and

WHEREAS, the DEVELOPER agrees to develop SUBJECT LANDS as herein described in accordance with this agreement, conditions previously approved by the CITY Plan Commission and Governing Body of the CITY, conditions of all applicable governmental agencies, all CITY ordinances and all laws and regulations governing said development; and

WHEREAS, the CITY Plan Commission has given conditional Preliminary Plat approval to the development, as shown on the document marked "Preliminary Plat" on file in the CITY Clerk's office, conditioned in part upon the DEVELOPER and the CITY entering into a DEVELOPER's Agreement, as well as other conditions as approved by the CITY Common council; and

WHEREAS, the DEVELOPER is now seeking from the CITY Plan Commission and CITY Common council final plat approval for the development.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the DEVELOPER does hereby agree to develop SUBJECT LANDS as follows and as otherwise regulated by CITY ordinances and all laws and regulations governing said development, the parties hereto agree as follows:

## **DEVELOPER'S COVENANTS**

### **SECTION I. IMPROVEMENTS**

A. **PUBLIC STREETS**: The DEVELOPER hereby agrees that:

1. Prior to the start of construction of improvements, the DEVELOPER shall provide to the CITY written certification from the DEVELOPER'S Engineer or Surveyor that all public street plans are in conformance with all Federal, State, County and CITY specifications, regulations and ordinances, and written proof from the CITY Engineer evidencing review and approval of said plans.
2. The DEVELOPER shall grade and install all planned public streets in accordance with the preliminary plat, approved development plan of said development or subdivision, or final plat as the case may be and the plans and specifications attached hereto as Exhibit B.
3. Construction of the public streets providing access to and fronting a specific lot will be completed, presented and accepted by the CITY Common council through the first lifts of asphalt before any building permits are issued for said lot.
4. The first lifts of the public streets will be completed and presented to the CITY Common council no later than November ~~16<sup>24</sup>~~, ~~2020~~2021, or as extended by the CITY Common council.
5. The final lift of asphalt shall be placed on all public streets after at least one winter season, but not later than October 15th ~~2021~~2022, unless extended by the CITY Common council.
6. The DEVELOPER shall maintain public streets, including snowplowing, unless otherwise approved by the CITY Administrator, until accepted by resolution by the CITY Common council.
7. The DEVELOPER shall have ultimate responsibility for cleaning up any and all mud, dirt, stone or debris on the streets until such time as the final lift of asphalt has been installed by the DEVELOPER and accepted by the CITY Common council. The CITY shall make a reasonable effort to require the contractor, who



is responsible for placing the mud, dirt, stone or debris on the street, to clean up the same or to hold the subject property owner who hired the contractor responsible. The DEVELOPER and/or subject property owner shall clean up the streets within twenty-four (24) hours after receiving a notice from the CITY. If said mud, dirt, stone or debris are not cleaned up after notification, the CITY will do so at the DEVELOPER's and/or subject property owner's expense, at the option of the CITY.

8. The City has established a special assessment for roads in accordance with Resolution 18-09-18 in the amount of \$2,069.19 per unit which is payable upon recording of the subdivision plat.

B. SANITARY SEWER: The DEVELOPER hereby agrees:

1. Prior to the start of construction of improvements, DEVELOPER shall provide to the CITY written certification from the DEVELOPER's Engineer that the sanitary sewer plans are in conformance with all Federal, State and CITY specifications, regulations, ordinances and guidelines and written proof that the CITY Engineer has approved said plans.
2. To construct, furnish, install and provide a complete sewerage system for the SUBJECT LANDS and necessary improvements, all in accordance with the plans, specifications and drawings attached hereto as Exhibit B and all applicable Federal, State and CITY ordinances, specifications, regulations and guidelines for the construction of sewerage systems in the CITY and as approved by the CITY Engineer. All sanitary sewers shall be televised by the Developer immediately after installation and again no sooner than thirty (30) days prior to final lift of paving. All reports and a copy of the video tape shall be submitted to the City for review a minimum of ten (10) business days prior to paving.
3. To clean and televise the sanitary sewer system for the SUBJECT LANDS, repair any defects as determined by the CITY Engineer, supply the video to the CITY and clean all sewer lines prior to the issuance of building permits and acceptance of the improvements by the CITY.
4. That no building permits shall be issued until the sanitary sewer system for the SUBJECT LANDS has been dedicated to and accepted by the CITY.
5. A Reserve Capacity Assessment for Sewer in the amount of \$3,~~028-140~~ (~~2020~~ 2021 rate,) as adjusted annually, is payable for each Residential Equivalent Connection proposed in accordance with the rules and standards of the City prior to the issuance of a building permit for each lot.
6. An Interceptor Capacity Assessment for Sewer in the amount of \$5,~~084-205~~ (~~2020-2021~~ rate), as adjusted annually, is payable for each Residential Equivalent Connection proposed in accordance with the rules and standards of the City prior to the issuance of a building permit for each lot.
7. Sanitary sewer record drawings (as-builts) will be prepared by the City and all costs associated with the record drawings shall be billed by the City and paid by the Developer.

C. OVERSIZING SANITARY SEWER AND WATERMAIN

DEVELOPER shall assume the cost of installing all mains, laterals to the lot lines and system appurtenances within and outside of the SUBJECT LANDS except for the added cost of installing sanitary mains, watermains, and facilities oversized and designed to serve outside of the SUBJECT LANDS. DEVELOPER shall bear the expense of oversized, the cost thereof to be borne by the owner or developer of other areas, for the development of which made such oversized necessary. CITY shall act as collecting agent and arbitrator, assessing the properties that benefit from the oversized as a future assessment. DEVELOPER will invoice the CITY upon acceptance of the oversized improvements.

D. WATER: The DEVELOPER hereby agrees:

1. Prior to the start of construction of improvements, DEVELOPER shall provide to the CITY written certification from the DEVELOPER's Engineer that the water system plans are in conformance with all Federal, State and CITY specifications, regulations, ordinances and guidelines and written proof that the CITY Engineer has approved said plans.
2. To construct, furnish, install and provide a complete water system for the SUBJECT LANDS, all in accordance with the plans, specifications and drawings on file in the CITY Clerk's office and all applicable Federal, State and CITY ordinances, specifications, regulations and guidelines for the construction of water systems in the CITY and as approved by the CITY Engineer.
3. That no building permits shall be issued until the water system for the SUBJECT LANDS has been dedicated to and accepted by the CITY.
4. The City has established a Water Utility which will sell water and charge for same at a rate approved by the Public Service Commission to all homes in the SUBJECT LANDS on an individual basis. A Reserve Capacity Assessment for water in the amount of \$4,8855,015 (~~2020~~ 2021 rate), as adjusted annually, is understood to be payable upon each Residential Equivalent Connection proposed in accordance with the rules and standards of the City prior to issuance of a building permit for each lot.
5. The City has established a special assessment for water main in accordance with Resolution 18-09-18 in the amount of \$3,933.12 per Residential Equivalent Connection (unit) which is payable upon connection, rezoning, subdivision, or time of sale.
6. The City has established a special assessment for water service lateral in accordance with Resolution 18-09-18 in the amount of \$3,981.15 per lateral which is payable upon connection, rezoning, subdivision, or time of sale. Only one (1) lateral was installed and will be due.
7. Water record drawings (as-builts) will be prepared by the City and all costs associated with the record drawings will be billed by the City and paid by the Developer.

D. SURFACE AND STORM WATER DRAINAGE: The DEVELOPER hereby agrees that:

1. Prior to the start of construction of surface and storm water facilities, the DEVELOPER shall provide to the CITY written certification from the DEVELOPER'S Engineer or Surveyor that all surface and storm water drainage facilities plans are in conformance with all Federal, State, County and CITY regulations, guidelines, specifications, laws and ordinances.
2. The DEVELOPER shall construct, install, furnish and provide adequate facilities for surface and storm water drainage throughout the development with adequate capacity to transmit the anticipated flow from the development and adjacent property, in accordance with this agreement, all approved plans, specifications, and all applicable Federal, State, and CITY regulations, guidelines, specifications, laws and ordinances, and as reviewed and approved by the CITY Engineer and the plans have been attached hereto and marked Exhibits B and C. Storm water piping located within utility easements, outlots, and public road right-of-way within the Development will be dedicated to the City and accepted by the City. Maintenance of the infrastructure not dedicated to the City will be responsibility of the Developer or a subsequent owners. The specific maintenance and management practices of all of the storm water structures and facilities shall be set forth in the Storm Water Management Practices and Maintenance Agreement to be agreed upon by the Developer and City prior to the final development approval by the City.
3. The DEVELOPER agrees that the site grading and construction of surface and storm water drainage facilities shall be completed and accepted by the CITY before any building permits are issued.
4. The CITY Common council will not accept the surface and storm water drainage system until the entire system is installed and landscaped in accordance with plans and specifications to the satisfaction of the CITY Engineer.
5. The DEVELOPER shall clean and televise all storm sewers, if any, prior to issuance of building permits and acceptance of improvements by the CITY Common council.
6. The CITY retains the right to require DEVELOPER to install additional surface and storm water drainage measures if it is determined by the CITY Engineer that the original surface and storm water drainage plan as designed and/or constructed does not provide reasonable stormwater drainage within the development and surrounding area until such time the City accepts the improvements by resolution and the guarantee period has ended.
7. Public storm water record drawings (as-builts) will be prepared by the City and all costs associated with the record drawings shall be billed by the City and paid by the Developer. Private storm water grading, pond, and swale record drawings (as-builts) shall be prepared by the Developer and submitted to the City for approval.

E. GRADING, EROSION AND SILT CONTROL: The DEVELOPER hereby agrees that:



1. Prior to commencing site grading and excavation associated with this agreement, the DEVELOPER shall provide to the CITY written certification from the DEVELOPER'S Engineer or Surveyor that said plan, once implemented, shall meet all Federal, State, and City regulations, guidelines, specifications, laws and ordinances, including proof of notification of land disturbances to the State of Wisconsin Department of Natural Resources and written proof that the CITY Engineer and the Army Corps of Engineers, if applicable, have approved said plans.
2. The DEVELOPER shall cause all grading, excavation, open cuts, side slopes and other land surface disturbances to be so seeded and mulched, sodded or otherwise protected that erosion, siltation, sedimentation and washing are prevented in accordance with the plans and specifications reviewed and approved by the CITY Engineer, Chapter 19 Ordinances, Department of Natural Resources and its Technical guidance, and Army Corps of Engineers, if applicable. Plans are attached hereto and marked Exhibit B.
3. All disturbed areas shall be restored to the satisfaction of the CITY Engineer in accordance with all applicable permits, approved plans, or as directed by any regulatory agency. Any cash or letter of credit held by the CITY will not be released until the CITY Engineer is satisfied that no further erosion measures are required and in accordance with all applicable permits.
4. To maintain all roads free from mud and dirt from construction of the development. Developer agrees to, at no cost to the City, clean the construction debris from the roadways at least once per day or as directed by the City Engineer.
5. All construction access will be limited to the Swan Road construction access. No access for any reason will be provided from the existing adjacent subdivision (Broken Hill, specifically Century Farm Road) or any other entrance/access unless specifically approved by the City Engineer. In addition, due to weight restrictions on Swan Road pursuant to Ordinance 5.05(3)b, access to Swan Road must be from Pewaukee Road (STH 164) for all construction activities.

F. LANDSCAPING AND SITE WORK: The DEVELOPER hereby agrees that:

1. The DEVELOPER shall preserve to the maximum extent possible existing trees, shrubbery, vines, and grasses not actually lying on the public streets, drainage ways, building foundation sites, private driveways, paths and trails by use of sound conservation practices.
2. The DEVELOPER, as required by the CITY, shall remove and lawfully dispose of buildings, destroyed trees, brush, tree trunks, shrubs and other natural growth and all rubbish.
3. Landscaping and removal of unwanted items, including buildings or soil absorption waste disposal areas, will be completed and certified as complete by the CITY Engineer prior to the issuance of any building permits.

4. The DEVELOPER shall delineate all wetlands that are on or adjacent to private lots by means of cedar posts, as approved by the CITY staff prior to the issuance of building permits.
5. The CITY has the right to trim and remove any features which would interfere with safe operation and maintenance of the CITY right-of-ways, easements, outlots, and drainage ways now or in the future without reparations.

5-6. Landscaping is not allowed in the CITY right-of-ways without express permission from the CITY. Any landscaping (including but not limited to trees, flowers, bushes, other plantings, or hardscaping) within the right-of-way is subject to removal now or in the future without reparation.

G. STREET SIGNS AND TRAFFIC CONTROL SIGNS: The DEVELOPER hereby agrees that:

1. Street signs, traffic control signs, culverts, posts and guard rails as required by all applicable Federal, State, and CITY regulations, guidelines, specifications, laws, and ordinances shall be obtained and placed by the CITY, or by the DEVELOPER with approval of the CITY, and the cost thereof shall be paid by the DEVELOPER.
2. All traffic control signs and street signs, as required by the CITY will be installed within five (5) working days of the placement of the first lifts of asphalt.

H. STREET LIGHTS: The DEVELOPER hereby agrees to install a street lighting system in the development according to a plan prepared by the Wisconsin Electric Power Company and on file with the CITY Clerk and approved by the CITY prior to issuance of building permits unless waived by CITY Staff.

I. SIDEWALK OR TRAILS: The DEVELOPER hereby agrees to install sidewalks or trails in accordance with the approved plans and any Federal, State or City regulations now or in the future. All maintenance or improvements associated with the sidewalk or trails, crossings, signage will solely be the responsibility of the Developer or subsequent owners. If such maintenance is not completed and it is located within the public right-of-way or public easements, the City may complete this work and the Developer will be billed by the City and all bills will be paid by the Developer or subsequent owners. If payment is not received for the amount of said completion costs, the CITY shall be empowered, in addition to its other remedies, without notice or hearing, to impose a special charge upon each and every lot in the development payable with the next succeeding tax roll now or in the future.

J. ADDITIONAL IMPROVEMENTS:

The DEVELOPER hereby agrees that if, at any time after plan approval and during construction, the CITY Engineer determines that modifications to the plans including additional improvements such as additional drainage ways, erosion control measures, and surface and storm water management measures are necessary in the interest of public safety, are necessary in order to comply with current laws or are necessary for implementation of the original intent of the improvement plans, the CITY is authorized to order DEVELOPER, at DEVELOPER'S expense, to implement the same. If DEVELOPER fails to construct the additional improvement within a

reasonable time under the circumstances, the CITY may cause such work to be carried out and shall charge against the financial guarantee held by the CITY pursuant to this Agreement.

## SECTION II. TIME OF COMPLETION OF IMPROVEMENTS:

The improvements set forth in Section I above shall be completed by the DEVELOPER in total within twelve (12) months of the date of this Agreement being signed except as otherwise provided for in this Agreement.

As noted in Section I, A (4), the first lift of asphalt of the public streets will be completed and presented to the City no later than November ~~16<sup>24</sup>~~, ~~2020~~2021, or no later than the Wednesday before Thanksgiving Day of the year the development starts construction, or as extended by the City.

As noted in Section I, A (5), the final lift of asphalt shall be placed on all public streets after at least one winter season, but no later than October 15<sup>th</sup> the year after the binder was placed unless extended by the City.

## SECTION III. FINAL ACCEPTANCE.

Throughout this agreement, various stages of the development will require approval by the CITY. "Final Acceptance" as used herein, however, shall be the ultimate acceptance of all of the improvements in the completed development as a whole, and shall be granted specifically by separate resolution of the CITY Common council. It is understood that building permits may be issued by the City prior to the time of Final Acceptance of all of the improvements. The one-year correction period for this Agreement shall not commence to run until Final Acceptance by the City of all Improvements is granted. The issuance of building permits and approval of various items of development shall not commence the one-year guarantee period.

The Final Acceptance of all infrastructure and facilities shall occur on the date of the final lift of asphalt is installed and approved by the City. At that time, the public facilities and infrastructure shall be ready for acceptance by the City and City shall adopt a final resolution accepting all of the facilities upon approval by the City Engineer.

## SECTION IV. DEDICATION OF IMPROVEMENTS:

Subject to all of the other provisions of this Agreement, the DEVELOPER shall, without charge to the CITY, upon completion of the above described improvements, unconditionally give, grant, convey and fully dedicate the public improvements which consists of sanitary sewer system, water main, storm sewer system, public streets, and curb and gutters to the CITY, its successors and assigns, forever, free and clear of all encumbrances whatsoever, together with and including, without limitation because of enumeration, any and all land, buildings, structures, mains, conduits, pipes, lines, plant machinery, equipment, appurtenances and hereditaments which may in any way be a part of or pertain to such improvements and together with any and all necessary easements for access thereto. After such dedication, the CITY shall have the right to connect or integrate other improvements as the CITY decides, with no payment or award to, or consent required of, the DEVELOPER or future owners.

Dedication shall not constitute acceptance of any improvement by the CITY Common council. All improvements will be accepted by the CITY Common council by separate resolution at such time as such improvements are in acceptable form and according to the Plans and specifications approved by the CITY and at times as required by this Agreement. Said resolution shall be recorded, if needed, with the Waukesha County Register of Deeds. DEVELOPER will furnish proof to the CITY, prior to the dedication required, that the public land and improvements proposed for dedication are free of all liens, claims and encumbrances, including mortgages.

#### SECTION V. ACCEPTANCE OF WORK AND DEDICATION:

When the DEVELOPER shall have completed the improvements herein required and shall have dedicated the same to the CITY as set forth herein, the same shall be accepted by the CITY Common council if said improvements have been completed as required by this agreement and as may also be required by all Federal, State, or CITY guidelines, specifications, regulations, laws and ordinances and approved by the CITY Engineer.

Developer shall also be responsible for maintenance of all sanitary sewer, water main, storm sewers, storm water facilities, ditches, grading, landscaping, and other facilities until City accepts the final lift on the streets, at which time streets and all facilities shall then be accepted by the City and City maintenance shall then commence.

#### SECTION VI. APPROVAL BY CITY NOT TO BE DEEMED A WAIVER.

The ultimate responsibility for the proper design and installation of streets, water facilities, drainage facilities, ditches, landscaping and all other improvements are upon the DEVELOPER. The fact that the CITY or its engineer, or its attorney, or its staff may approve a specific project shall not constitute a waiver, or relieve the DEVELOPER from the ultimate responsibility for the design, performance and function of the development and related infrastructure.

#### SECTION VII. GUARANTEES OF IMPROVEMENTS:

- A. Guarantee. The DEVELOPER shall guarantee after Final Acceptance, the public improvements and all other improvements described in Section I hereof, against defects due to faulty materials or workmanship, provided that such defects appear within a period of one year from the date of Final Acceptance of the improvements. The DEVELOPER shall pay for any damages to CITY property and/or improvements resulting from such faulty materials or workmanship. This guarantee shall not be a bar to any action the CITY might have for negligent workmanship or materials. Wisconsin law on negligence shall govern such situations. If the DEVELOPER fails to cure or pay for any damages or defects to CITY property and/or improvements, and the CITY is required to draw against the cash or letter of credit on file with the CITY, the DEVELOPER is then required to replenish said monies up to the aggregate amount of one hundred percent (100%) of the total cost of all improvements.
- B. Obligation to Repair. The DEVELOPER shall make or cause to be made, at its own expense, any and all repairs which may become necessary under and by virtue of the DEVELOPER'S guarantee and shall leave the improvements in good and sound

condition, satisfactory to the CITY Common council at the expiration of the guarantee period.

- C. Notice of Repair. If during said guarantee period, the improvements shall, in the reasonable opinion of the CITY Staff, require any repair or replacement which, in their judgment, is necessitated by reason of settlement of foundation, structure of backfill, or other defective materials or workmanship, the DEVELOPER shall, upon notification by the CITY the necessity for such repair or replacement, make such repair or replacement, at its own cost and expense. Should the DEVELOPER fail to make such repair or replacement within the time specified by the CITY in the aforementioned notification, after notice has been sent as provided herein, the CITY may cause such work to be done, but has no obligation to do so, either by contract or otherwise, and the CITY may draw upon such guarantee security to pay any costs or expenses incurred in connection with such repairs or replacements. Should the costs or expenses incurred by the CITY in repairing or replacing any portion of the improvements covered by this guarantee exceed the amount of the guarantee security, then the DEVELOPER shall immediately pay any excess cost or expense incurred in the correction process.

D. Maintenance Prior to Acceptance.

1. All improvements shall be maintained by the DEVELOPER so they conform to the approved plans and specifications at the time of their Final Acceptance of the improvements by the CITY. This maintenance shall include routine maintenance, such as crack filling, roadway patching and the like. In cases where emergency maintenance is required, the CITY retains the right to complete the required emergency maintenance in a timely fashion and bill the DEVELOPER for all such associated costs, provided the City shall first make reasonable attempts to provide telephonic notice to Developer of the need for such emergency maintenance. Said bill shall be paid within 5 days by the DEVELOPER. The DEVELOPER'S obligation to maintain all improvements shall expire at the expiration of the guarantee period and any residual financial guarantee or cash deposit shall be returned to Developer.
2. Street sweeping and dust suppression shall be done by the DEVELOPER upon a regular basis as needed to ensure a reasonably clean and safe roadway and air quality until Final Acceptance by the CITY. Should the DEVELOPER fail to meet this requirement, the CITY will cause the work to be done and will bill the DEVELOPER on a time and material basis. Said bill shall be paid within 5 days by the DEVELOPER.
3. In the event drainage problems arise within the SUBJECT LANDS or related activities on the SUBJECT LANDS, the DEVELOPER shall correct such problems to the satisfaction of the CITY Staff. Such correction measures shall include, without limitation because of enumeration, cleaning of soil, loose aggregate and construction debris from culverts, drainage ditches and streets; dredging and reshaping of siltation or retention ponds; replacing of siltation fences; sodding and seeding; construction of diversion ditches, ponds and siltation traps; and restoration of all disturbed areas. This responsibility shall continue until such time as the roads, ditches, and other disturbed areas have

become adequately vegetated and the CITY is satisfied that the DEVELOPER has restored all areas which were disturbed because of this development.

4. Snowplowing and ice control of the public streets shall be the responsibility of the Developer until such time as the final lift of asphalt is constructed and the City accepts the street improvements. The City shall not plow the streets prior to the acceptance unless a separate arrangement has been made between the Developer and City for this service.

#### SECTION VIII. CITY RESPONSIBILITY FOR IMPROVEMENTS:

The CITY shall not be responsible to perform repair, maintenance, or snow plowing, on any improvements until Final Acceptance of the Improvements by the CITY.

#### SECTION IX. RISK OF PROCEEDING WITH IMPROVEMENTS PRIOR TO APPROVALS OF FINAL PLAT:

Developer may proceed with the installation of the grading and public improvements referenced in this Agreement and all other work related to the Development of the Subject Lands prior to approval of the final plat. All work on the Subject Lands may commence upon execution of this Agreement.

DEVELOPER shall proceed at its own risk as to whether or not the final plat will receive all necessary approvals following completion of such Improvements. The DEVELOPER, prior to commencement of the installation of public improvements or other work on Subject Lands, shall notify the CITY of the DEVELOPER'S intention to proceed with the installation of public improvements or other work on Subject Lands. Additionally, DEVELOPER shall make arrangements to have any public improvements and/or other work on Subject Lands inspected by the CITY Engineer.

#### SECTION X. FINANCIAL GUARANTEE:

Prior to the execution of this agreement by the CITY, the DEVELOPER shall file with the CITY cash deposit or a letter of credit setting forth terms and conditions in a form approved by the CITY Attorney in the amount as approved by the CITY Engineer as a guarantee that the DEVELOPER will perform all terms of this Agreement no later than one (1) year from the signing of this Agreement except as otherwise set forth in this Agreement. Such cash deposit or letter of credit will be in place with the City prior to the start of any construction activities. If at any time:

- A. The DEVELOPER is in default of any aspect of this Agreement, or
- B. The DEVELOPER does not complete the installation of the improvements within one (1) year from the signing of this agreement unless otherwise extended by this Agreement or by action of the CITY, or
- C. The letter of credit on file with the CITY is dated to expire sixty (60) days prior to the expiration of the same if the same has not been extended, renewed or replaced, or
- D. The DEVELOPER fails to maintain a cash deposit or letter of credit in an amount approved by CITY Engineer, and in a form approved by the CITY Attorney, to pay the costs of improvements related to the Subject Lands

Then the DEVELOPER shall be deemed in violation of this Agreement and the CITY shall have the authority to draw upon the letter of credit or cash deposit.

The amount of the cash deposit or letter of credit may be reduced by resolution of the City as the improvements are completed by the Developer, provided that the remaining cash deposit or letter of credit is sufficient to secure completion for any remaining improvements pursuant to the deposit methodology set forth in this Section X.

The lending institution providing the irrevocable letter of credit shall pay to the CITY all sums available for payment under the irrevocable letter of credit upon demand, subject to the terms and conditions of the irrevocable letter of credit, and upon its failure to do so, in whole or in part, the CITY shall be empowered, in addition to its other remedies, without notice or hearing, to impose a special charge for the amount of said completion costs, upon each and every lot in the development payable with the next succeeding tax roll.

The cash deposit or letter of credit shall further be available to pay for removal of any Improvements that have been constructed and intended for public use, but have not been utilized due to abandonment of the development for a period of five (5) years.

#### SECTION XI. BUILDING AND OCCUPANCY PERMITS:

It is expressly understood and agreed that no building or occupancy permits shall be issued for any homes, including model homes, until the CITY Engineer has determined that:

- A. The installation of the first lifts of asphalt of the public street(s) providing access to and fronting a specific lot for which a building permit is requested has been completed and accepted by the CITY.
- B. The site grading and construction of surface and storm water drainage facilities required to serve such homes are completed, are connected with an operating system as required herein, are cleaned as needed, and are accepted by the CITY.
- C. All Storm Water/Erosion Control landscaping and removal of unwanted items, including buildings, has been certified as complete by the CITY Engineer.
- D. All required grading plans have been submitted to, reviewed by and approved by the CITY Engineer.
- E. The DEVELOPER has paid in full all permit fees and reimbursement of administrative costs as required by this agreement.
- F. The DEVELOPER has prepared appropriate deed restrictions as noted on the Final Plat and also noted in the document of Declarations of Protective Covenants, Conditions, Easements and Restrictions which are approved by the CITY, filed with the CITY Clerk and recorded with the Register of Deeds.
- G. All destroyed trees, brush, tree trunks, shrubs and other natural growth and all rubbish are removed from the Subject Lands and disposed of lawfully.

- H. All required "as built" plans for the SUBJECT LANDS have been submitted and approved by the CITY Engineer.
- I. All public and private utilities have been installed in the SUBJECT LANDS, including street lighting fixtures (if required), gas, electric, telecommunications, and the sanitary sewer system, and the water system which are connected with an operating system as required herein, are cleaned as needed, and are approved by the City Engineer.
- J. The DEVELOPER is not in default of any aspect of this agreement.
- K. The DEVELOPER has delineated the wetlands that are on or adjacent to private lots by means of cedar posts, as approved by the CITY Staff prior to the issuance of building permits.

SECTION XII. RESERVATION OF RIGHTS AS TO ISSUANCE OF BUILDING PERMITS:

The CITY reserves the right to withhold issuance of any and all building permits if DEVELOPER is in violation of this agreement.

SECTION XIII. VACANT LOT MAINTENANCE EASEMENT.

Developer shall grant a vacant lot maintenance easement to the CITY, in a form that is subject to the approval of the CITY Attorney, and which shall be recorded with the Waukesha County Register of Deeds. The easement shall grant the CITY the right (but not the obligation) to enter upon any vacant Lot in the SUBJECT LANDS in order to inspect, repair, or restore the property so that it is in compliance with all applicable provisions of the CITY Municipal Code, including but not limited Chapter 7, entitled "Nuisances". A vacant lot shall include any lot that does not have an occupied principal structure that is used for single family purposes at the time of inspection, repair or restoration. All costs incurred by the CITY in exercising its right to inspect, repair or restore the Lot shall be borne by the owner of the Lot necessitating such inspection, repair or restoration and if not paid for by such Lot owner within forty-five (45) days of receipt of any invoice therefore, may be placed against the tax roll for the Lot and collected as a special charge by the CITY.

SECTION XVI. MISCELLANEOUS REQUIREMENTS: The DEVELOPER shall:

A. EASEMENTS:

The Developer shall provide any easements including vision easements on SUBJECT LANDS deemed necessary by the CITY Engineer before the final plat is signed or on the final plat and such easements shall be along lot lines if at all possible.

B. MANNER OF PERFORMANCE:

The Developer shall cause all construction called for by this Agreement to be carried out and performed in a good and workmanlike manner.

C. SURVEY MONUMENTS:



The Developer shall properly place and install any lot, block or other monuments required by State Statute, CITY Ordinance or the CITY Engineer.

D. RESTRICTIONS:

The Developer shall execute and record restrictions noted on the Final Plat in the form attached hereto, made a part hereto and marked Exhibit D and provide proof of recording prior to sale of lots for the SUBJECT LANDS. The Restrictions shall contain the following language:

"Each lot owner must strictly adhere to and finish grade its lot in accordance with the Master Lot Grading Plan or any amendment thereto approved by the CITY Engineer on file in the office of the CITY Clerk. The DEVELOPER and/or the CITY 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 property owner is responsible for cost of the same."

"No non-potable or potable water wells may be installed and operated for any purpose, including maintenance of landscaping or stormwater infiltration/retention/detention basins, on any lots, outlots, common grounds or commonly owned parcel(s) within the Subject Lands unless authorized in writing by the City of Pewaukee Common Council."

"Lot owners and/or owners associations within the Subject Lands are required to maintain all stormwater management facilities in accordance with the Storm Water Management Practices Maintenance Agreement."

"Any tree, shrub, or landscaping placed within the CITY's right-of-way may be pruned, trimmed, or removed at any time at the Homeowner's Association expense. The CITY will not be responsible for the maintenance or replacement of landscaping upon removal."

"Landscaping shall be restricted to ground cover-which will not retard surface water drainage. Shrubs and trees may not be placed within the drainage easement areas. Any perennials, flowers or other plantings located within these areas shall be placed at the risk of the lot owner and lot owner may be requested to remove shrubs and trees at the lot owners sole cost. The City will not replace landscaping when removal is necessary."

E. GRADES:

Prior to the issuance of a building permit for a specific lot, the DEVELOPER and/or lot owner and/or their agent shall furnish to the Building Inspector of the CITY a copy of the stake out survey showing the street grade in front of the lot, the finished yard grade, the grade of all four corners of the lot, the lot corner grades of the buildings on adjoining lots where applicable, and a lot grading plan, as existing and as proposed.

F. UNDERGROUND UTILITIES:

The Developer shall install all electrical, telephone, cable and gas utilities underground. Coordination of installation and all costs shall be the responsibility of the DEVELOPER.

G. PERMITS:

The Developer shall provide and submit to the CITY upon request valid copies of any and all governmental agency permits.

H. REMOVAL OF TOPSOIL:

The DEVELOPER agrees that no topsoil shall be removed from the SUBJECT LANDS without approval from the CITY Engineer.

I. IMPACT FEES:

The Developer is aware that the City requires the payment of several different impact fees based on the amount of development pursuant to the ordinances presently in effect in the City and other rules and regulations of the City presently in effect and as they may be amended in the future. These impact fees may be adjusted annually and they may be payable at future times. The Developer shall include in its deed restrictions notice to all future owners that they may be subject to payment of said impact fees.

J. NOISE:

The Developer shall make every effort to minimize noise, dust and similar disturbances, recognizing that the SUBJECT LANDS are located near existing residences. Construction of improvements, including equipment start up, shall not begin before 7:00 a.m. during weekdays and 8:00 am on Saturdays, and 9:00 a.m. on Sundays. Construction of improvements shall not continue beyond 7:00 p.m. or dusk, whichever is earlier, during weekdays and Saturdays, and 5:00 p.m. or dusk, whichever is earlier, on Sundays unless otherwise approved by the City Engineer.

K. DEBRIS:

The Developer shall have ultimate responsibility for cleaning up debris that has blown from buildings under construction within the SUBJECT LANDS until such time as all improvements have been installed and accepted by the CITY. Subject to the notice requirement of Section VII (D.), the CITY shall make a reasonable effort to require the contractor, who is responsible for the debris, to clean up the same or to hold the subject property owner who hired the contractor responsible. The DEVELOPER and/or subject property owner shall clean up the debris within forty-eight (48) hours after receiving a notice from the CITY Engineer. If said debris is not cleaned up after notification, the CITY will do so at the DEVELOPER'S and/or subject property owner's expense.

L. PUBLIC CONSTRUCTION PROJECTS:

If any aspect of the development involves a public construction project subject to the State law, all requirements of the State Public Construction Bidding Law must be

satisfied by the Developer, including but not limited to, providing a performance bond.

M. ZONING CODE:

The DEVELOPER acknowledges that the lands to be developed are subject to the CITY Zoning Code.

N. SUMP PUMP DISCHARGES

Sump pump discharges may not discharge directly to the City's infrastructure, specifically the curb and gutter or streets. If nuisance flooding, freezing, icing, or other safety concerns arise from a sump pump discharge, the lot owner must remedy the situation at their own expense within 30 days from written notice from the City or as extended by the City. Sump pump discharges may be connected to an existing storm structure only by permit from the City. Absolutely no connection to the sanitary sewer will be allowed.

SECTION XVII. PAYMENT OF COSTS, INSPECTION & ADMINISTRATIVE FEES:

The DEVELOPER shall pay and reimburse the CITY promptly upon billing for all fees, expenses, costs and disbursements which shall be incurred by the CITY in connection with this development or relative to the construction, installation, dedication and acceptance of the Improvements covered by this Agreement, including without limitation by reason of enumeration, design, engineering, review, supervision, inspection and legal, administrative and fiscal work. Any such charge not paid by DEVELOPER within thirty (30) days of being invoiced may be charged against the financial guarantee held by the CITY pursuant to this Agreement, or assessed against the Subject Lands as a special charge pursuant to §66.60(16), Wisconsin Statutes.

SECTION XVIII. GENERAL INDEMNITY:

In addition to, and not to the exclusion or prejudice of, any provisions of this Agreement or documents incorporated herein by reference, the DEVELOPER shall indemnify and save harmless and agrees to accept tender of defense and to defend and pay any and all legal, accounting, consulting, engineering and other expenses relating to the defense of any claim asserted or imposed upon the CITY, its officers, agents, employees and independent contractors growing out of this Agreement by any party or parties, provided the Developer shall have no obligations hereunder for any claims based upon any intentional, reckless or negligent action or omission by the City, its officers, agents, employees, and independent contractors. The DEVELOPER shall also name as additional insureds on its general liability insurance the CITY, its officers, agents, employees and any independent contractors hired by the CITY to perform services as to this development and give the CITY evidence of the same upon request by the CITY.

SECTION XX. INSURANCE:

The DEVELOPER, its contractors, suppliers and any other individual working on the SUBJECT LANDS in the performance of this agreement shall maintain at all times until the expiration of the guarantee period, insurance coverage in the forms and in the amounts as required by the CITY.

#### SECTION XXI. EXCULPATION OF CITY CORPORATE AUTHORITIES:

The parties mutually agree that the Mayor of the CITY, and/or the CITY Clerk, entered into and are signatory to this Agreement solely in their official capacity and not individually, and shall have no personal liability or responsibility hereunder; and personal liability as may otherwise exist, being expressly released and/or waived.

#### SECTION XXII. GENERAL CONDITIONS AND REGULATIONS:

All provisions of the CITY Ordinances are incorporated herein by reference, and all such provisions shall bind the parties hereto and be a part of this Agreement as fully as if set forth at length herein. This Agreement and all work and improvements required hereunder shall be performed and carried out in strict accordance with and subject to the provisions of said Ordinances.

#### SECTION XXIII. ZONING:

The CITY does not guarantee or warrant that the SUBJECT LANDS of this Agreement will not at some later date be rezoned, nor does the CITY herewith agree to rezone the lands into a different zoning district. It is further understood that any rezoning that may take place shall not void this Agreement.

#### SECTION XXIV. COMPLIANCE WITH CODES AND STATUTES:

The DEVELOPER shall comply with all current and future applicable codes of the CITY, County, State and Federal government and, further, DEVELOPER shall follow all current and future lawful orders of any and all duly authorized employees and/or representatives of the CITY, County, State or Federal government.

#### SECTION XXV. PRELIMINARY PLAT AND FINAL PLAT CONDITIONS:

The DEVELOPER acknowledges that the SUBJECT LANDS are subject to a conditional preliminary plat approval and a conditional final plat approval by the CITY. The DEVELOPER further agrees that it is bound by these conditions. A copy of the conditional preliminary plat approval for the SUBJECT LANDS is attached hereto and incorporated herein as **EXHIBIT A**, and the conditional final plat approval for the SUBJECT LANDS is incorporated herein as **EXHIBIT E**. If there is a conflict between the conditions as forth in said conditional approvals and the Developer's Agreement, the more restrictive shall apply.

#### SECTION XXVI. AGREEMENT FOR BENEFIT OF PURCHASERS:

The DEVELOPER agrees that in addition to the CITY'S rights herein, the provisions of this Agreement shall be for the benefit of the purchaser of any lot or any interest in any lot or parcel of land within the SUBJECT LANDS.

#### SECTION XXVII. ASSIGNMENT:

The DEVELOPER shall not assign this Agreement without the written consent of the CITY which such consent shall not be unreasonably withheld or delayed. The assignee must agree to all terms and conditions of this document in writing.

#### SECTION XXVIII. PARTIES BOUND:

The DEVELOPER or its assignees shall be bound by the terms of this Agreement or any part herein as it applies to any phase of the development of the Subject Lands.

SECTION XXIV. HEIRS & ASSIGNS:

This Agreement is binding upon the DEVELOPER, owners, their heirs, their assigns, and any and all future owners of the SUBJECT LANDS.

SECTION XXX. PHASING OF DEVELOPMENT:

~~In that the DEVELOPER has voluntarily agreed to develop the subject land in phases and has further agreed to submit along with the Final Plat of the first phase a phasing plan for the entire development, which shall be in substantial conformity with the phasing plan prepared and discussed by the Plan Commission for the CITY and shall be subject to review and must be specifically approved by the CITY Common council, Section 236.11(b), Wisconsin Statutes, which requires Final Plats to be filed within twenty four (24) months of the date of approval of the Preliminary Plat is hereby waived by the CITY provided the DEVELOPER complies with the approved phasing plan and further provided that the Final Plat of each phase complies substantially with the Preliminary Plat, as provided in Section 236.11(b), Wisconsin Statutes.~~

SECTION XXXI. AMENDMENTS:

The CITY and the DEVELOPER, by mutual consent, may amend this Developer's Agreement at any meeting of the CITY. The CITY shall not, however, consent to an amendment until after first having received a recommendation from the CITY'S Plan Commission.

IN WITNESS WHEREOF, the DEVELOPER and the CITY have caused this Agreement to be signed by their appropriate officers and their corporate seals (if any) to be hereunto affixed in three original counterparts the day and year first above written.

BWC Investments, LLC

By: \_\_\_\_\_

By: \_\_\_\_\_

Authorized Signatory

STATE OF WISCONSIN )

)ss.

COUNTY OF (County) )

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, ~~2020~~2021, the above named \_\_\_\_\_, Authorized Signatory of \_\_\_\_\_, to me known to be the person who executed the foregoing instrument and acknowledged the same.

NOTARY PUBLIC, STATE OF WI  
My commission expires:\_\_\_\_\_

CITY OF PEWAUKEE  
WAUKESHA COUNTY, WISCONSIN

\_\_\_\_\_  
MAYOR STEVE BIERCE

\_\_\_\_\_  
CLERK KELLY TARCZEWSKI

STATE OF WISCONSIN    )  
                                  )ss.  
COUNTY OF WAUKESHA    )

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, the above-named Steve Bierce, Mayor, and Kelly Tarczewski, Clerk, of the above-named municipal corporation, to me known to be the persons who executed the foregoing instrument and to me known to be such Mayor and Clerk of said municipal corporation and acknowledged that they executed the foregoing instrument as such officers as the deed of said municipal corporation by its authority and pursuant to the authorization by the CITY Common council from their meeting on the \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF WI  
My commission expires: \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
CITY Attorney

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

**DATE:** August 16, 2021

**DEPARTMENT:** Public Works

**PROVIDED BY:** Magdelene Wagner

***SUBJECT:***

Discussion and Possible Action to Approve the Knutson CSM Development Agreement and Establish the Amount of the Letter of Credit [Wagner].

***BACKGROUND:***

Development that involve the construction of public infrastructure require a development agreement and letter of credit. The Knutson CSM development consists of 3 single family lots and an outlot that will be created West of Peterson Drive and East of the Five O'clock Club. The development has sanitary sewer lateral extensions for the lots and water main extension, and water lateral extensions that will be installed to support the development of the parcel.

The attached construction cost spreadsheet indicates the cost is \$xxxx. After adding 20% as required in our Ordinances, the recommended value of the letter of credit be established by the Common Council at \$xxxx.

***FINANCIAL IMPACT:***

All City costs are paid by the Developer. The cost of future maintenance and replacement will be the Utility's responsibility.

Long term financial impacts were not reviewed.

***RECOMMENDED MOTION:***

We recommend the Common Council approve the Knutson CSM Development Agreement, contingent upon any requirements of the City Attorney and City Engineer, and establish the initial amount of the letter of credit at \$xxx in a form approved by the City Attorney.

**ATTACHMENTS:**

Description  
Draft Developer's Agreement  
CSM



~~Caution: This is a model form -- as changes are made, paragraph and exhibit numbers, and references to the same, must change.~~

~~MODEL~~ DEVELOPER'S AGREEMENT  
FOR  
~~(name of Development)~~ J&R DREAMFIELD SUBDIVISION  
CITY OF PEWAUKEE, WAUKESHA COUNTY, WISCONSIN

THIS AGREEMENT made this \_\_\_\_\_ day of August, 2021, between (Developer's Name) J&R Dreamfield, a (type of entity) LLC, (Address) N28 W26658 Peterson Drive, Pewaukee, WI 53072, hereinafter called "DEVELOPER", and the CITY of PEWAUKEE in the County of Waukesha and the State of Wisconsin, hereinafter called the "CITY".

WITNESSETH:

WHEREAS, the DEVELOPER is the owner of land in the CITY, said land being described on **EXHIBIT A** attached hereto and incorporated herein, hereinafter called "SUBJECT LANDS"; and

WHEREAS, the DEVELOPER desires to divide and develop SUBJECT LANDS for residential purposes by use of the standard regulations as set forth in Chapter 236 of the Wisconsin Statutes and the municipal ordinance regulating land division and development; and

WHEREAS, Section 236.13 of the Wisconsin Statutes provides that as a condition of approval, the governing body of a municipality within which the SUBJECT LANDS lie may require that the DEVELOPER make and install any public improvements reasonably necessary and/or that the DEVELOPER provide financial security to ensure that the DEVELOPER will make these improvements within a reasonable time; and

WHEREAS, said SUBJECT LANDS are presently zoned \_\_\_\_\_, which allows the above-described development; and

WHEREAS, the DEVELOPER may be required to grant additional easements over a part of the SUBJECT LANDS for sanitary sewer, storm sewer and water; and

WHEREAS, the DEVELOPER and CITY desire to enter into this agreement in order to ensure that the DEVELOPER will make and install all public improvements which are reasonably necessary and further that the DEVELOPER shall dedicate the public improvements to the CITY, provided that said public improvements are constructed to municipal specifications, in accordance with the provisions of the City Ordinances ~~all applicable government regulations, this agreement~~ and as required by the CITY Engineer, without cost to the CITY; and

WHEREAS, this agreement is necessary to implement the CITY zoning and land division ordinances; and

WHEREAS, the DEVELOPER agrees to develop SUBJECT LANDS as herein described in accordance with this agreement, conditions approved by the CITY Plan Commission and CITY Common council, conditions of certain agencies and individuals

in the County, all CITY ordinances ~~and all laws and regulations governing said development~~; and

WHEREAS, the Plan Commission of the CITY has given conditional Preliminary Plat approval to the development, as shown on the document marked "Preliminary Plat" on file in the CITY Clerk's office, conditioned in part upon the DEVELOPER and the CITY entering into a DEVELOPER's Agreement, as well as other conditions as approved by the CITY Common council; and

WHEREAS, the DEVELOPER is now seeking from the Plan Commission and CITY Common council of the CITY final plat approval for the development.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the DEVELOPER does hereby agree to develop SUBJECT LANDS as follows and as otherwise regulated by CITY ordinances ~~and all laws and regulations governing said development~~, the parties hereto agree as follows:

## **DEVELOPER'S COVENANTS**

### **SECTION I. IMPROVEMENTS**

#### **A. PUBLIC STREETS:** The DEVELOPER hereby agrees that:

1. Prior to the start of construction of improvements, the DEVELOPER shall provide to the CITY written certification from the DEVELOPER'S Engineer or Surveyor that all public street plans are in conformance with all federal, state, county and CITY specifications, regulations and ordinances, and written proof from the CITY Engineer evidencing review and approval of said plans.
2. The DEVELOPER shall grade and install all planned public streets in accordance with the preliminary plat, approved development plan of said development or subdivision, or final plat as the case may be and the plans and specifications on file in the CITY Clerk's office.
3. Construction of the public streets providing access to and fronting a specific lot will be completed, presented and accepted by the CITY Common council through the first lifts of asphalt before any building permits are issued for said lot.
4. The first lifts of the public streets will be completed and presented to the CITY Common council no later than \_\_\_\_\_, or as extended by the CITY Common council. If the public street plan is phased pursuant to a phasing plan approved by the CITY Common council, the first lifts of the second phase of the public streets will be completed and presented to the CITY Common council no later than \_\_\_\_\_, or as extended by the CITY Common council.
5. The final lift of asphalt shall be placed on all public streets after at least one winter season, but not later than \_\_\_\_\_, unless extended by the CITY Common council. If the public street plan is phased pursuant to the phasing plan approved by the CITY Common council, the final lift of asphalt shall

be placed on all the public streets after at least one winter season, but no later than \_\_\_\_\_, unless extended by the CITY Common council.

6. The DEVELOPER shall maintain public streets, including snowplowing, unless otherwise approved by the CITY Administrator, until accepted by resolution by the CITY Common council.
7. The DEVELOPER shall furnish "as built" plans showing changes from the construction plans, pursuant to specifications approved by the CITY Engineer. Said "as built" shall be on reproducible mylar and digital file, and shall include field locations and hydrant valves and curb stops, if any.
8. Contractors working on the development or on individual lots are required to clean up all mud, dirt, stone or debris on the streets no later than the end of each working day. In addition, the DEVELOPER shall have ultimate responsibility for cleaning up any and all mud, dirt, stone or debris on the streets until such time as the final lift of asphalt has been installed by the DEVELOPER and accepted by the CITY Common council. The CITY shall make a reasonable effort to require the contractor, who is responsible for placing the mud, dirt, stone or debris on the street, to clean up the same or to hold the subject property owner who hired the contractor responsible. The DEVELOPER and/or subject property owner shall clean up the streets within ~~twenty-four (24)~~ seventy-two (72) hours after receiving a notice from the CITY. If said mud, dirt, stone or debris are not cleaned up after notification, the CITY will do so at the DEVELOPER's and/or subject property owner's expense, at the option of the CITY.

B. SANITARY SEWER: The DEVELOPER hereby agrees:

1. Prior to the start of construction of improvements, DEVELOPER shall provide to the CITY written certification from the DEVELOPER's Engineer that the sanitary sewer plans are in conformance with all ~~Federal, State and~~ CITY specifications, regulations, ordinances and guidelines and written proof that the CITY Engineer has approved said plans.
2. To construct, furnish, install and provide a complete sewerage system for the SUBJECT LANDS, all in accordance with the plans, specifications and drawings on file in the CITY Clerk's office and all ~~applicable Federal, State and~~ CITY ordinances, specifications, regulations and guidelines for the construction of sewerage systems in the CITY and as approved by the CITY Engineer.
3. To clean all sanitary sewers in the SUBJECT LANDS prior to acceptance of the improvements and issuance of building permits by the CITY.
4. To furnish "as built" plans of the sanitary sewage system for the SUBJECT LANDS, including locations of laterals to lot lines, pursuant to specifications approved by the CITY Engineer prior to the issuance of building permits.
5. To televise the sanitary sewer system for the SUBJECT LANDS, repair any defects as determined by the CITY Engineer, supply the video tape to the CITY and clean all sewer lines prior to the issuance of building permits and acceptance of the improvements by the CITY.

6. That no building permits shall be issued until

7. -the sanitary sewer system for the SUBJECT LANDS has been dedicated to and accepted by the CITY.

C. WATER: The DEVELOPER hereby agrees:

1. Prior to the start of construction of improvements, DEVELOPER shall provide to the CITY written certification from the DEVELOPER's Engineer that the water system plans are in conformance with all ~~Federal, State and~~ CITY specifications, regulations, ordinances and guidelines and written proof that the CITY Engineer has approved said plans.

2. To construct, furnish, install and provide a complete water system for the SUBJECT LANDS, all in accordance with the plans, specifications and drawings on file in the CITY Clerk's office and all applicable ~~Federal, State and~~ CITY ordinances, specifications, regulations and guidelines for the construction of water systems in the CITY and as approved by the CITY Engineer.

3. The DEVELOPER shall furnish "as built" plans showing changes from the construction plans, pursuant to specifications approved by the CITY Engineer. Subject to intellectual property rights, said "as built" plans shall be on reproducible mylar and digital file, and shall include field locations and hydrant valves and curb stops, if any.

4. That no building permits shall be issued until the water system for the SUBJECT LANDS has been dedicated to and accepted by the CITY.

D. SURFACE AND STORM WATER DRAINAGE: The DEVELOPER hereby agrees that:

1. Prior to the start of construction of improvements, the DEVELOPER shall provide to the CITY written certification from the DEVELOPER'S Engineer or Surveyor that all surface and storm water drainage facilities and erosion control plans are in conformance with all ~~federal~~, state, county and CITY regulations, guidelines, specifications, laws and ordinances, and written proof that the CITY Engineer and the Waukesha County Department of Park and Land Use, Land Resources Division, if applicable, have reviewed and approved said plans.

2. The DEVELOPER shall construct, install, furnish and provide adequate facilities for surface and storm water drainage throughout the development with adequate capacity to transmit the anticipated flow from the development and adjacent property, in accordance with all plans and specifications on file in the CITY Clerk's office, and all applicable ~~federal~~, state, county and CITY regulations, guidelines, specifications, laws and ordinances, and as reviewed and approved by the CITY Engineer and the Waukesha County Department of Park and Land Use, Land Resources Division, if applicable, including where necessary as determined by the CITY Engineer, curb, gutter, storm sewers, catch basins and infiltration/retention/ detention basins.

3. The DEVELOPER agrees that the site grading and construction of surface and storm water drainage facilities shall be completed and accepted by the CITY Common council before any building permits are issued.
4. To maintain roads free from mud and dirt from construction of the development.
5. The CITY Common council will not accept the surface and storm water drainage system until the entire system is installed and landscaped in accordance with plans and specifications ~~to the satisfaction of~~ approved by the CITY Engineer.
6. The DEVELOPER shall clean all storm sewers, if any, prior to issuance of building permits and acceptance of improvements by the CITY Common council.
7. ~~The CITY retains the right to require DEVELOPER to install additional surface and storm water drainage measures if it is determined by the CITY Engineer that the original surface and storm water drainage plan as designed and/or constructed does not provide reasonable stormwater drainage within the development and surrounding area.~~ Intentionally Omitted.
8. To furnish "as built" plans of the entire drainage system, pursuant to specifications approved by the CITY Engineer prior to the issuance of building permits, if required by the CITY Engineer.

E. GRADING, EROSION AND SILT CONTROL: The DEVELOPER hereby agrees that:

1. Prior to commencing site grading and excavation, the DEVELOPER shall provide to the CITY written certification from the DEVELOPER'S Engineer or Surveyor that said plan, once implemented, shall meet all ~~federal~~, state, county and local regulations, guidelines, specifications, ~~laws~~ and ordinances, including proof of notification of land disturbances to the State of Wisconsin Department of Natural Resources, if applicable, and written proof that the CITY Engineer and the Waukesha County Department of Park and Land Use, Land Resources Division, and the Army Corps of Engineers, if applicable, have approved said plans.
2. The DEVELOPER shall cause all grading, excavation, open cuts, side slopes and other land surface disturbances to be so seeded and mulched, sodded or otherwise protected that erosion, siltation, sedimentation and washing are prevented in accordance with the plans and specifications reviewed and approved by the CITY Engineer, the Waukesha County Department of Park and Land Use, Land Resources Division, and Army Corps of Engineers, if applicable.
3. All disturbed areas shall be restored to the satisfaction of the CITY Engineer within ~~seven (7)~~ twenty-one (21) days of disturbance. Any cash or letter of credit posted with the CITY will not be released until the CITY Engineer is satisfied that ~~no further~~ all erosion measures ~~are required~~ have been completed per the plans and specifications approved by the CITY Engineer.

F. LANDSCAPING AND SITE WORK: The DEVELOPER hereby agrees that:

1. The DEVELOPER shall preserve to the maximum extent possible existing trees, shrubbery, vines, and grasses not actually lying on the public streets,

drainageways, building foundation sites, private driveways, soil absorption waste disposal areas, paths and trails by use of sound conservation practices.

2. The DEVELOPER, ~~as required by the CITY,~~ shall remove and lawfully dispose of ~~buildings,~~ destroyed trees, brush, tree trunks, shrubs and other natural growth and all rubbish per the site plan approved by the CITY Engineer.
3. Landscaping and removal of unwanted items, ~~including buildings,~~ will be completed and certified as complete by the CITY Engineer prior to the issuance of any building permits.
4. The DEVELOPER shall delineate all wetlands that are on or adjacent to private lots by means of cedar posts, ~~as approved by the CITY staff~~ per the site plans approved by the CITY Engineer, prior to the issuance of building permits.
5. The CITY has the right to trim and remove any features which would interfere with safe operation and maintenance of the CITY right-of-ways and drainageways.

**G. STREET SIGNS AND TRAFFIC CONTROL SIGNS:** The DEVELOPER hereby agrees that:

1. Street signs, ~~traffic control signs,~~ culverts, ~~and~~ posts ~~and guard rails~~ as required by the CITY the approved site plans shall be obtained and placed by the CITY, or by the DEVELOPER with approval of the CITY, and the cost thereof shall be paid by the DEVELOPER.
2. All ~~traffic control signs and~~ street signs, as required by the CITY will be installed within five (5) working days of the placement of the first lifts of asphalt.

**H. ~~STREET LIGHTS:~~** ~~The DEVELOPER hereby agrees to install a street lighting system in the development according to a plan prepared by the Wisconsin Electric Power Company and on file with the CITY Clerk and approved by the CITY prior to issuance of building permits unless waived by CITY Staff.~~ Intentionally Omitted.

*(Note: Other specific required improvements should be listed as separate lettered categories, as may be necessary with regard to specific developments.)*

**I. ADDITIONAL IMPROVEMENTS:**

~~The DEVELOPER hereby agrees that if, at any time after plan approval and during construction, the CITY Engineer determines that modifications to the plans including additional improvements such as additional drainage ways, erosion control measures, and surface and storm water management measures are necessary in the interest of public safety, are necessary in order to comply with current laws or are necessary for implementation of the original intent of the improvement plans, the CITY is authorized to order DEVELOPER, at DEVELOPER'S expense, to implement the same. If DEVELOPER fails to construct the additional improvement within a reasonable time under the circumstances, the CITY may cause such work to be carried out and shall charge against the financial guarantee held by the CITY pursuant to this agreement.~~ Intentionally Omitted.



## SECTION II. TIME OF COMPLETION OF IMPROVEMENTS:

The improvements set forth in Section I above shall be completed by the DEVELOPER in total within twelve (12) months of the date of this agreement being signed except as otherwise provided for in this agreement.

## SECTION III. FINAL ACCEPTANCE.

Throughout this agreement, various stages of the development will require approval by the CITY. "Final Acceptance" as used herein, however, shall be the ultimate acceptance of all of the improvements in the completed development as a whole, and shall be granted specifically by separate resolution of the CITY Common council. The two-year guarantee period provided for in this agreement shall not commence to run until Final Acceptance. The issuance of building permits and approval of various items of development shall not commence the two-year guarantee period.

## SECTION IV. DEDICATION OF IMPROVEMENTS:

Subject to all of the other provisions of this agreement, the DEVELOPER shall, without charge to the CITY, upon completion of the above described improvements, unconditionally give, grant, convey and fully dedicate the public improvements to the CITY, its successors and assigns, forever, free and clear of all encumbrances whatever, together with and including, without limitation because of enumeration, any and all land, buildings, structures, mains, conduits, pipes, lines, plant machinery, equipment, appurtenances and hereditaments which may in any way be a part of or pertain to such improvements and together with any and all necessary easements for access thereto.

~~After such dedication, the CITY shall have the right to connect or integrate other improvements as the CITY decides, with no payment or award to, or consent required of, the DEVELOPER.~~

Dedication shall not constitute acceptance of any improvement by the CITY Common council. All improvements will be accepted by the CITY Common council by separate resolution at such time as such improvements are in acceptable form and according to the CITY specifications. Said resolution shall be recorded, if needed, with the Waukesha County Register of Deeds. DEVELOPER will furnish proof to the CITY, prior to the dedication required, that the public land and improvements proposed for dedication are free of all liens, claims and encumbrances, including mortgages.

## SECTION V. ACCEPTANCE OF WORK AND DEDICATION:

When the DEVELOPER shall have completed the improvements herein required and shall have dedicated the same to the CITY as set forth herein, the same shall be accepted by the CITY Common council if said improvements have been completed as required by this agreement and as required by all ~~federal, state, county or CITY guidelines, specifications, regulations, laws and ordinances and plans and specifications~~ approved by the CITY Engineer.

## SECTION VI. APPROVAL BY CITY NOT TO BE DEEMED A WAIVER.

The ultimate responsibility for the proper design and installation of streets, water facilities, drainage facilities, ditches, landscaping and all other improvements are upon the DEVELOPER. The fact that the CITY or its engineer, or its attorney, or its staff may

approve a specific project shall not constitute a waiver, or relieve the DEVELOPER from the ultimate responsibility for the design, performance and function of the development and related infrastructure.

## SECTION VII. GUARANTEES OF IMPROVEMENTS:

- A. Guarantee. The DEVELOPER shall guarantee after Final Acceptance, the public improvements and all other improvements described in Section I hereof, against defects due to faulty materials or workmanship, provided that such defects appear within a period of two years from the date of Final Acceptance, by providing the CITY with cash or a letter of credit in a form acceptable to the CITY Attorney in an aggregate amount of ten percent (10%) of the total cost of all improvements. The DEVELOPER shall pay for any damages to CITY property and/or improvements resulting from such faulty materials or workmanship. This guarantee shall not be a bar to any action the CITY might have for negligent workmanship or materials. Wisconsin law on negligence shall govern such situations. If the DEVELOPER fails to pay for any damages or defects to CITY property and/or improvements, and the CITY is required to draw against the cash or letter of credit on file with the CITY, the DEVELOPER is required to replenish said monies up to the aggregate amount of ten percent (10%) of the total cost of all improvements.
- B. Obligation to Repair. The DEVELOPER shall make or cause to be made, at its own expense, any and all repairs which may become necessary under and by virtue of the DEVELOPER'S guarantee and shall leave the improvements in good and sound condition, satisfactory to the CITY Common council at the expiration of the guarantee period.
- C. Notice of Repair. If during said guarantee period, the improvements shall, in the reasonable opinion of the CITY Staff, require any repair or replacement which, in their judgment, is necessitated by reason of settlement of foundation, structure of backfill, or other defective materials or workmanship, the DEVELOPER shall, upon notification by the CITY the necessity for such repair or replacement, make such repair or replacement, at its own cost and expense. Should the DEVELOPER fail to make such repair or replacement within ~~the a reasonable~~ time specified by the CITY in the aforementioned notification, after notice has been sent as provided herein, the CITY Common council may cause such work to be done, but has no obligation to do so, either by contract or otherwise, and the CITY Common council may draw upon such guarantee security to pay any costs or expenses incurred in connection with such repairs or replacements. Should the costs or expenses incurred by the CITY Common council in repairing or replacing any portion of the improvements covered by this guarantee exceed the amount of the guarantee security, then the DEVELOPER shall immediately pay any excess cost or expense incurred in the correction process.
- D. Maintenance Prior to Acceptance.
1. All improvements shall be maintained by the DEVELOPER so they conform to the approved plans and specifications at the time of their Final Acceptance by the CITY Common council. This maintenance shall include routine maintenance, such as crack filling, roadway patching and the like. In cases where emergency maintenance is required, the CITY Common council retains the right to complete the required emergency maintenance in a timely fashion and bill the



DEVELOPER for all such associated costs. Said bill shall be paid immediately within fifteen (15) days by the DEVELOPER. The DEVELOPER'S obligation to maintain all improvements shall expire at the expiration of the guarantee period.

2. Street sweeping and dust suppression shall be done by the DEVELOPER upon a regular basis as needed to ensure a reasonably clean and safe roadway until Final Acceptance by the CITY Common council. Should the DEVELOPER fail to meet this requirement, the CITY Common council will cause the work to be done and will bill the DEVELOPER on a time and material basis. Said bill shall be paid immediately by the DEVELOPER.
3. In the event drainage problems arise within the SUBJECT LANDS or related activities on the SUBJECT LANDS as a result of the DEVELOPER'S failure to perform in accordance with the drainage and erosion plan approved by the CITY Engineer, the DEVELOPER shall correct such problems to the satisfaction of the CITY ~~Staff~~Engineer. Such correction measures shall include, without limitation because of enumeration, cleaning of soil, loose aggregate and construction debris from culverts, drainage ditches and streets; dredging and reshaping of siltation or retention ponds; replacing of siltation fences; sodding and seeding; construction of diversion ditches, ponds and siltation traps; and restoration of all disturbed areas. This responsibility shall continue until such time as the roads, ditches, and other disturbed areas have become adequately vegetated and the CITY Common council is satisfied that the DEVELOPER has restored all areas per the approved site plans which were disturbed because of this development.

*(Note: This paragraph may need to be modified depending upon the required public improvements in for specific developments.)*

#### SECTION VIII. CITY RESPONSIBILITY FOR IMPROVEMENTS:

The CITY shall not be responsible to perform repair, maintenance, or snow plowing, unless otherwise approved by the CITY Administrator, on any improvements until accepted by the CITY Common council.

#### SECTION IX. RISK OF PROCEEDING WITH IMPROVEMENTS PRIOR TO APPROVALS OF FINAL PLAT:

If a DEVELOPER proceeds with the installation of public improvements or other work on the site prior to approval of the final plat, it proceeds at its own risk as to whether or not the final plat will receive all necessary approvals. The DEVELOPER, prior to commencement of the installation of public improvements or other work on site, shall notify the CITY of the DEVELOPER'S intention to proceed with the installation of public improvements or other work on site, prior to approval of the final plat. Additionally, DEVELOPER shall make arrangements to have any public improvements and/or other work on site inspected by the CITY Engineer.

#### SECTION X. FINANCIAL GUARANTEE:

Prior to the execution of this agreement by the CITY Common council, the DEVELOPER shall file with the CITY cash or a letter of credit setting forth terms and conditions in a form approved by the CITY Attorney in ~~the an~~ amount as approved by the CITY Engineer equal to 120% of the total cost of the improvements as a guarantee

that the DEVELOPER will perform all terms of this agreement no later than one year from the signing of this agreement except as otherwise set forth in this agreement. If at any time:

- A. The DEVELOPER is in default of any aspect of this agreement, or
- B. The DEVELOPER does not complete the installation of the improvements within one (1) year from the signing of this agreement unless otherwise extended by this agreement or by action of the CITY Common council, or
- C. The letter of credit on file with the CITY is dated to expire sixty (60) days prior to the expiration of the same if the same has not been extended, renewed or replaced, or
- D. The DEVELOPER fails to maintain a cash deposit or letter of credit in an amount ~~approved by CITY Engineer~~ equal to 120% of the cost of the improvements, and in a form approved by the CITY Attorney, to pay the costs of improvements in the development, the DEVELOPER shall be deemed in violation of this agreement and the CITY Common council shall have the authority to draw upon the letter of credit.

The amount of the letter of credit ~~may~~ shall be reduced from time to time as and to the extent that the portion of work required under this Agreement is completed and paid for, provided that the remaining letter of credit is sufficient to secure payment for any remaining improvements and also provided that no reduction shall occur until it is approved in writing by the CITY Administrator.

The lending institution providing the irrevocable letter of credit shall pay to the CITY Common council all sums available for payment under the irrevocable letter of credit upon demand, subject to the terms and conditions of the irrevocable letter of credit, and upon its failure to do so, in whole or in part, the CITY shall be empowered in addition to its other remedies, without notice or hearing, to impose a special charge for the amount of said completion costs, upon each and every lot in the development payable with the next succeeding tax roll.

#### SECTION XI. BUILDING AND OCCUPANCY PERMITS:

It is expressly understood and agreed that no building or occupancy permits shall be issued for any homes, including model homes, until the CITY Engineer has determined that:

- A. The installation of the first lifts of asphalt of the public street(s) providing access to and fronting a specific lot for which a building permit is requested has been completed and accepted by the CITY Common council.
- B. The site grading and construction of surface and storm water drainage facilities required to serve such homes are completed, are connected with an operating system as required herein, are cleaned as needed, and are accepted by the CITY Common council.
- C. All landscaping and removal of unwanted items, including buildings, has been certified as complete by the CITY Engineer.

- D. All required grading plans have been submitted to, reviewed by and approved by the CITY Engineer.
- E. The DEVELOPER has paid in full all permit fees and reimbursement of administrative costs as required by this agreement.
- F. ~~The DEVELOPER has prepared appropriate deed restrictions which are approved by the CITY, filed with the CITY Clerk and recorded with the Register of Deeds.~~Intentionally Omitted.
- G. All destroyed trees, brush, tree trunks, shrubs and other natural growth and all rubbish are removed from the development and disposed of lawfully.
- H. All required "as built" plans for the SUBJECT LANDS have been submitted and approved by the CITY Engineer.
- I. All public and private utilities have been installed in the SUBJECT LANDS, including ~~street lighting fixtures (unless waived by the CITY Administrator),~~ the sanitary sewer system, and the water system.
- J. The DEVELOPER is not in default of any aspect of this agreement.
- K. There is no default of any aspect of this agreement as determined by the CITY Administrator.
- L. The DEVELOPER has delineated the wetlands that are on or adjacent to private lots by means of cedar posts, as approved by the CITY Staff prior to the issuance of building permits.

#### SECTION XII. RESERVATION OF RIGHTS AS TO ISSUANCE OF BUILDING PERMITS:

The CITY reserves the right to withhold issuance of any and all building permits if DEVELOPER is in violation of this agreement.

#### SECTION XIII. ~~VACANT LOT MAINTENANCE EASEMENT.~~

~~Developer shall grant a vacant lot maintenance easement to the CITY, in a form that is subject to the approval of the CITY Attorney, and which shall be recorded with the Waukesha County Register of Deeds. The easement shall grant the CITY the right (but not the obligation) to enter upon any vacant Lot in the SUBJECT LANDS in order to inspect, repair, or restore the property so that it is in compliance with all applicable provisions of the CITY Municipal Code, including but not limited Chapter 10, entitled "Public Nuisance", and Chapter 11, entitled "Health and Sanitation", including Section 11.07 entitled "Property Maintenance Code". A vacant lot shall include any lot that does not have an occupied principal structure that is used for single family purposes at the time of inspection, repair or restoration. All costs incurred by the CITY in exercising its right to inspect, repair or restore the Lot shall be borne by the owner of the Lot necessitating such inspection, repair or restoration and if not paid for by such Lot owner within forty-five (45) days of receipt of any invoice therefore, may be placed against the tax roll for the Lot and collected as a special charge by the CITY.~~Intentionally Omitted

#### SECTION XIV. ~~VACANT LOT MAINTENANCE FINANCIAL SECURITY.~~

~~Developer shall provide a letter of credit in an amount approved by the CITY Staff, and in a form approved by the CITY Attorney, to guarantee that all vacant lots in the SUBJECT LANDS shall, at all times, be properly maintained to the minimum standards described in the CITY Municipal Code, including but not limited to Chapter 10, entitled "Public Nuisance", and Chapter 11, entitled "Health and Sanitation", including Section 11.07 entitled "Property Maintenance Code". Said letter of credit shall be in full force and effect until such time as all Lots in the development are rough graded with an established growth of grass.~~Intentionally Omitted.

#### SECTION XV. RESTRICTION AGAINST UNFINISHED OR UNOCCUPIED HOMES:

~~The parties intend that all homes in the Subject Land shall be owned, occupied and used for single family purposes. The parties also intend that homes on the lots will not be left unfinished or unoccupied for extended period of time. Therefore, no more than 4 Lots owned by the Developer and/or by any person or entity for the benefit of the Developer, shall be subject to a current building permit at any one time. Following the sale and residential occupancy of one such Lot, the Developer is entitled to receive one additional building permit for an additional Lot, and so forth, provided that at no time shall the number of unfinished or unoccupied homes on Lots owned, or beneficially owned, by the Developer exceed said number.~~Intentionally Omitted.

#### SECTION XVI. MISCELLANEOUS REQUIREMENTS: The DEVELOPER shall:

##### A. EASEMENTS:

Provide any easements including vision easements on SUBJECT LANDS deemed necessary by the CITY Engineer before the final plat is signed or on the final plat and such easements shall be along lot lines if at all possible.

##### B. TREE PLANTING:~~Intentionally Omitted~~

~~Plant one tree, having a diameter of 2 1/2 inches at breast height at the time of planting, in the front yard of each lot in the development.~~

##### C. MANNER OF PERFORMANCE:

Cause all construction called for by this agreement to be carried out and performed in a good and workerlike manner.

##### D. SURVEY MONUMENTS~~Intentionally Omitted:~~

~~Properly place and install any lot, block or other monuments required by State Statute, CITY Ordinance or the CITY Engineer.~~

##### E. DEED RESTRICTIONS:

Execute and record deed restrictions in a form that is subject to the approval of the CITY Common council and CITY Attorney, and provide proof of recording prior to sale of lots for the SUBJECT LANDS. The Deed Restrictions shall contain language to require the lot owners and/or homeowner's association within the subdivision to maintain all stormwater management facilities in accordance with the "Owners Maintenance Requirements: Stormwater Management Systems Detention/Retention Ponds and Grass Swales" specifications on file with the CITY,

dated July, 2002, including such amendments as may be made thereto from time to time by the City Engineer. The deed restrictions shall also contain the following language:

*(Alternate No. 1: Use this language if there will be a master lot grading plan:)*

~~"Each lot owner must strictly adhere to and finish grade its lot in accordance with the Master Lot Grading Plan or any amendment thereto approved by the CITY Engineer on file in the office of the CITY Clerk. The DEVELOPER and/or the CITY 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 property owner is responsible for cost of the same."~~

*(Alternate No. 2: Use this language if there will not be a master lot grading plan:)*

"No owner of any lot shall or will at any time alter the grade of any lot from that which is naturally occurring on that lot at the time the site development improvements have been completed by the DEVELOPER unless and until the lot owner shall first obtain the written approval of the CITY Engineer for such grade alteration. In order to obtain this approval, it shall first be necessary for the lot owner, at the lot owner's 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, states that the effects on site drainage will not be in violation of law as to alteration of natural drainage courses, and is a plan which does not unreasonably affect an adjacent property owner as regards drainage or their viewing of unreasonable slope treatment. The CITY Engineer's approval, if granted, shall not relieve the lot owner from the ultimate responsibility for the design, performance, and function of the grade alteration and/or drainage condition, and the lot owner by requesting the alteration, and/or by altering the grade, thereby agrees to indemnify and hold harmless the CITY and its agents, employees and independent contractors regarding the same. The DEVELOPER and/or the CITY 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 property owner is responsible for cost of the same."

#### F. GRADES:

Prior to the issuance of a building permit for a specific lot, the ~~DEVELOPER and/or~~ lot owner and/or their agent shall furnish to the Building Inspector of the CITY a copy of the stake out survey showing the street grade in front of the lot, the finished yard grade, the grade of all four corners of the lot, and the lot corner grades of the buildings on adjoining lots where applicable, as existing and as proposed.

#### G. RESERVE CAPACITY ASSESSMENTS - SANITARY SEWER:

As provided in the CITY Land Division Ordinance, the DEVELOPER agrees to pay a reserve capacity assessment to be used for the costs of reserve capacity created by

the CITY in the CITY's sanitary sewerage collection and treatment facilities for the benefit of the DEVELOPER. The municipality shall levy such assessments in conformity with this Agreement, pursuant to Chapter 66 Subchapter VII, Wisconsin Statutes. The reserve capacity assessments against the above-described property shall be in an amount established by the CITY's Land Division Ordinance and including annual increases.

~~The DEVELOPER hereby waives, pursuant to Section 66.0703(7)(b), Wisconsin Statutes, any and all requirements of the Wisconsin Statutes which must be met prior to the imposition of special assessments [including, but not limited to, the notice and hearing requirements of Chapter 66 Subchapter VII] and agrees that the municipality may proceed immediately to levy the special assessments as outlined herein.~~

~~The DEVELOPER further waives its right to appeal from the special assessments and stipulates that the amount of special assessment levied against its property has been determined on a reasonable basis and that the benefits to its property from the proposed improvements exceed the amount of the special assessment against such property. In addition, the DEVELOPER waives its right under Section 66.0627 and agrees to promptly pay any special charges which may be levied against its property. The municipality shall levy such assessments in conformity with this Agreement, pursuant to Chapter 66 Subchapter VII and Section 66.0627, Wisconsin Statutes.~~

#### H. RESERVE CAPACITY ASSESSMENTS - WATER:

The DEVELOPER agrees to pay a reserve capacity assessment as required in Section 22.23(2)(b) and other relevant sections of the CITY Code, to be used for the costs of reserve capacity created by the CITY in the CITY's water system for the benefit of the DEVELOPER. The municipality shall levy such assessments in conformity with this Agreement, pursuant to Chapter 66 Subchapter VII, Wisconsin Statutes. The reserve capacity assessments against the above-described property shall be an amount established in the CITY's Land Division Ordinance and is subject to annual increases.

~~The DEVELOPER hereby waives, pursuant to Section 66.0703(7)(b), Wisconsin Statutes, any and all requirements of the Wisconsin Statutes which must be met prior to the imposition of special assessments [including, but not limited to, the notice and hearing requirements of Chapter 66 Subchapter VII] and agrees that the municipality may proceed immediately to levy the special assessments as outlined herein. The DEVELOPER further waives its right to appeal from the special assessments and stipulates that the amount of the special assessments levied against its property has been determined on a reasonable basis and that the benefits to its property from the proposed improvements exceed the amount of the special assessment against such property.~~

~~In addition, the DEVELOPER waives its rights under Section 66.0627 and agrees to promptly pay any special charges which may be levied against its property. The municipality shall levy such assessments in conformity with this Agreement, pursuant to Chapter 66 Subchapter VII and Section 66.0627, Wisconsin Statutes.~~

#### I. UNDERGROUND UTILITIES:



Install all electrical, telephone, cable and gas utilities underground. Coordination of installation and all costs shall be the responsibility of the DEVELOPER.

*(Note: This paragraph will change if underground utilities are not required in specific situations.)*

J. PERMITS:

Provide and submit to the CITY requesting the same, valid copies of any and all governmental agency permits.

K. REMOVAL OF TOPSOIL:

The DEVELOPER agrees that no topsoil shall be removed from the SUBJECT LANDS without approval from the CITY Engineer.

L. PARK AND PUBLIC SITE DEDICATION FEES:

To pay as provided in the CITY'S Ordinances, a fee per lot developed in lieu of dedication of lands for park and public sites. The fee for the entire development shall be paid prior to final approval of the final plat.

M. DIGGERS HOTLINE.

Developer shall become a member of Diggers Hotline and provide evidence of such membership to the CITY Clerk before commencement of any land disturbing activities on the Subject Lands. Developer shall maintain said membership until all subsurface Improvements required under Section I have been finally accepted by the CITY as provided in Section III.

*(Additional items that may be added include sight distance, sump pump connection, wetland regulation, street lights, dedication fees, dedications, impact fees, etc.)*

N. ~~PREVAILING WAGE RATES AND HOURS OF LABOR: Intentionally Omitted.~~

~~If any aspect of the development involves a project of public works that is regulated by Wisconsin Statutes Section 66.0903 or 66.0904 then: (1) The Developer shall pay wage rates not less than the prevailing hourly wage rate as described and regulated pursuant to such statutes and related laws; and (2) The Developer shall comply with the prevailing hours of labor as described and regulated pursuant to such statutes and related laws; and (3) The Developer shall fully comply with the reporting obligations, and all other requirements of such laws; and (4) The Developer shall ensure that the Developer's subcontractors also fully comply with such laws. The Developer's General Indemnity obligation of this Agreement shall apply to any claim that alleges that work contemplated by this Agreement is being done, or has been done, in violation of prevailing wage rates, prevailing hours of labor, or Wisconsin Statutes Section 66.0903 or 66.0904, for any work arising out of this agreement.~~

O. NOISE:

Make every effort to minimize noise, dust and similar disturbances, recognizing that the SUBJECT LANDS are located near existing residences. Construction of

improvements shall not begin before 7:00 a.m. during weekdays and Saturdays, and 9:00 a.m. on Sundays. Construction of improvements shall not continue beyond 7:00 p.m. during weekdays and Saturdays, and 5:00 p.m. on Sundays.

P. ~~DEBRIS~~Intentionally Omitted.:

~~Have ultimate responsibility for cleaning up debris that has blown from buildings under construction within the SUBJECT LANDS until such time as all improvements have been installed and accepted by the CITY Common council. The CITY shall make a reasonable effort to require the contractor, who is responsible for the debris, to clean up the same or to hold the subject property owner who hired the contractor responsible. The DEVELOPER and/or subject property owner shall clean up the debris within forty-eight (48) hours after receiving a notice from the CITY Engineer. If said debris is not cleaned up after notification, the CITY will do so at the DEVELOPER'S and/or subject property owner's expense.~~

Q. ~~DUTY TO CLEAN ROADWAYS~~:Intentionally Omitted (see Section 1(A)(8)

~~The DEVELOPER shall be responsible for cleaning up the mud and dirt on the roadways until such time as the final lift of asphalt has been installed. The DEVELOPER shall clean the roadways within forty-eight (48) hours after receiving a notice from the CITY Engineer. If said mud, dirt and stone is not cleaned up after notification, the CITY will do so at the DEVELOPER's expense. The CITY will do its best to enforce existing ordinances that require builders to clean up their mud from construction.~~

R. ~~PUBLIC CONSTRUCTION PROJECTS~~Intentionally Omitted.:

~~If any aspect of the development involves a public construction project subject to the State law, all requirements of the State Public Construction Bidding Law must be satisfied, including but not limited to, providing a performance bond.~~

S. ZONING CODE:

The DEVELOPER acknowledges that the lands to be developed are subject to the CITY Zoning Code.

*(Note: Additional miscellaneous requirements may apply in specific situations, which may then be added to this section. Such additional items may include sight distances, sump pump connections, wetland regulations, impact fees, etc.)*

SECTION XVII. PAYMENT OF COSTS, INSPECTION & ADMINISTRATIVE FEES:

The DEVELOPER shall pay and reimburse the CITY promptly upon billing for all fees, expenses, costs and disbursements which shall be incurred by the CITY in connection with this development or relative to the construction, installation, dedication and acceptance of the development improvements covered by this agreement, including without limitation by reason of enumeration, design, engineering, review, supervision, inspection and legal, administrative and fiscal work. CITY employee costs shall be based on regular CITY pay rates (or Engineering and administrative overtime, if applicable) ~~plus 40% on the hourly rate for overhead and fringe benefits for any time actually spent on the project.~~ Any costs for outside consultants shall be charged at the



rate the consultant charges the CITY. Any such charge not paid by DEVELOPER within thirty (30) days of being invoiced may be charged against the financial guarantee held by the CITY pursuant to this agreement, or assessed against the development land as a special charge pursuant to §66.0627, Wis. Stats.

#### SECTION XVIII. GENERAL INDEMNITY:

In addition to, and not to the exclusion or prejudice of, any provisions of this agreement or documents incorporated herein by reference, the DEVELOPER shall indemnify and save harmless and agrees to accept tender of defense and to defend and pay any and all legal, accounting, consulting, engineering and other expenses relating to the defense of any claim asserted or imposed upon the CITY, its officers, agents, employees and independent contractors ~~growing out of this agreement~~ by any party or parties which claim is caused by the negligence or intentional acts of DEVELOPER, its contractors, agents or employees. The DEVELOPER shall also name as additional insureds on its general liability insurance the CITY, its officers, agents, employees and any independent contractors hired by the CITY to perform services as to this development and give the CITY evidence of the same upon request by the CITY.

#### SECTION XIX. CITY RESPONSIBILITY:

- A. The CITY agrees to pay for the following oversizing costs, if it is determined by the CITY that the oversizing is necessary. The oversizing costs shall be calculated by viewing bids for similar improvements to determine the cost differences between the stated sizes. The CITY reserves the right to determine the bid amounts to be used in this calculation.
  - 1. Cost of increasing the size of the water main from eight inches to a larger size, including the cost of larger gate valves.
  - 2. Cost of increasing the size of the sewer main from eight inches to a larger size.
- B. The CITY agrees to allow the DEVELOPER to connect to the CITY's municipal water system and sewerage system at such time as the water system and sanitary sewer system required herein has been dedicated to and accepted by the CITY.

#### SECTION XX. INSURANCE:

The DEVELOPER, its contractors, suppliers and any other individual working on the SUBJECT LANDS in the performance of this agreement shall maintain at all times until the expiration of the guarantee period, insurance coverage in the forms and in the amounts as required by the CITY.

#### SECTION XXI. EXCULPATION OF CITY CORPORATE AUTHORITIES:

The parties mutually agree that the CITY President of the CITY Common council, and/or the CITY Clerk, entered into and are signatory to this agreement solely in their official capacity and not individually, and shall have no personal liability or responsibility hereunder; and personal liability as may otherwise exist, being expressly released and/or waived.

#### SECTION XXII. GENERAL CONDITIONS AND REGULATIONS:

All provisions of the CITY Ordinances are incorporated herein by reference, and all such provisions shall bind the parties hereto and be a part of this agreement as fully as if set forth at length herein. This agreement and all work and improvements required hereunder shall be performed and carried out in strict accordance with and subject to the provisions of said Ordinances.

SECTION XXIII. ~~Intentionally Omitted.~~ZONING:

~~The CITY does not guarantee or warrant that the SUBJECT LANDS will not at some later date be rezoned, nor does the CITY herewith agree to rezone the lands into a different zoning district. It is further understood that any rezoning that may take place shall not void this agreement.~~

SECTION XXIV. COMPLIANCE WITH CODES AND STATUTES:

The DEVELOPER shall comply with all plans and specifications approved by the CITY Engineer~~current and future applicable codes of the CITY, County, State and federal government and, further, DEVELOPER shall follow all current and future lawful orders of any and all duly authorized employees and/or representatives of the CITY, County, State or federal government.~~

SECTION XXV. PRELIMINARY PLAT AND FINAL PLAT CONDITIONS:

The DEVELOPER acknowledges that the SUBJECT LANDS are subject to a conditional preliminary plat approval and a conditional final plat approval by the CITY. The DEVELOPER further agrees that it is bound by these conditions. A copy of the conditional preliminary plat approval for the SUBJECT LANDS is attached hereto and incorporated herein as **EXHIBIT C**, and the conditional final plat approval for the SUBJECT LANDS is incorporated herein as **EXHIBIT D**. If there is a conflict between the conditions as forth in said conditional approvals and the Developer's Agreement, the more restrictive shall apply.

~~(Note: Additional conditions may also apply, and if so, should be added; e.g., conditions of rezoning, or conditional use permit, etc.)~~

SECTION XXVI. AGREEMENT FOR BENEFIT OF PURCHASERS:

The DEVELOPER agrees that in addition to the CITY'S rights herein, the provisions of this agreement shall be for the benefit of the purchaser of any lot or any interest in any lot or parcel of land in the SUBJECT LANDS.

SECTION XXVII. ASSIGNMENT:

The DEVELOPER shall not assign this agreement without the written consent of the CITY. The assignee must agree to all terms and conditions of this document in writing.

SECTION XXVIII. PARTIES BOUND:

The DEVELOPER or its assignees shall be bound by the terms of this agreement or any part herein as it applies to any phase of the development.

SECTION XXIV. HEIRS & ASSIGNS:

This agreement is binding upon the DEVELOPER, owners, their successors and assigns, and any and all future owners of the SUBJECT LANDS.

SECTION XXX. PHASING OF DEVELOPMENT~~Intentionally Omitted.:~~

~~In that the DEVELOPER has voluntarily agreed to develop the subject land in phases and has further agreed to submit along with the Final Plat of the first phase a phasing plan for the entire development, which shall be in substantial conformity with the phasing plan prepared and discussed by the Plan Commission for the CITY and shall be subject to review and must be specifically approved by the CITY Common council, Section 236.11(b), Wisconsin Statutes, which requires Final Plats to be filed within twenty-four (24) months of the date of approval of the Preliminary Plat is hereby waived by the CITY provided the DEVELOPER complies with the approved phasing plan and further provided that the Final Plat of each phase complies substantially with the Preliminary Plat, as provided in Section 236.11(b), Wisconsin Statutes.~~

~~(Note: This section, of course, only applies if the DEVELOPER is proposing to proceed with the development in phases, and then only if the CITY has approved the phasing plan; otherwise, this section should be deleted.)~~

SECTION XXXI. AMENDMENTS:

The CITY and the DEVELOPER, by mutual consent, may amend this Developer's Agreement at any meeting of the CITY Common council. The CITY shall not, however, consent to an amendment until after first having received a recommendation from the CITY'S Plan Commission.

IN WITNESS WHEREOF, the DEVELOPER and the CITY have caused this agreement to be signed by their appropriate officers and their corporate seals (if any) to be hereunto affixed in three original counterparts the day and year first above written.

~~(Developer's Name)~~ J&R Dreamfield, LLC

By: \_\_\_\_\_

By: \_\_\_\_\_ Richard D. Knutson

Managing Member

Authorized Signatory

STATE OF WISCONSIN )

)ss.

COUNTY OF WAUKESHA ~~(County)~~ )

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, August,  
2021, the above named \_\_\_\_\_, Richard D. Knutson, Authorized  
Signatory of J&R Dreamfield, LLC, to me known to be  
the person who executed the foregoing instrument and acknowledged the same.

permanent:\_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF WI  
My commission ~~expires~~is

CITY OF PEWAUKEE  
WAUKESHA COUNTY, WISCONSIN

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
CLERK

STATE OF WISCONSIN    )  
                                  )ss.  
COUNTY OF WAUKESHA    )

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, the  
above-named \_\_\_\_\_, Mayor, and \_\_\_\_\_,  
Clerk, of the above-named municipal corporation, to me known to be the persons who  
executed the foregoing instrument and to me known to be such Mayor and Clerk of said  
municipal corporation and acknowledged that they executed the foregoing instrument as  
such officers as the deed of said municipal corporation by its authority and pursuant to  
the authorization by the CITY Common council from their meeting on the \_\_\_\_\_ day of  
\_\_\_\_\_, \_\_\_\_\_.

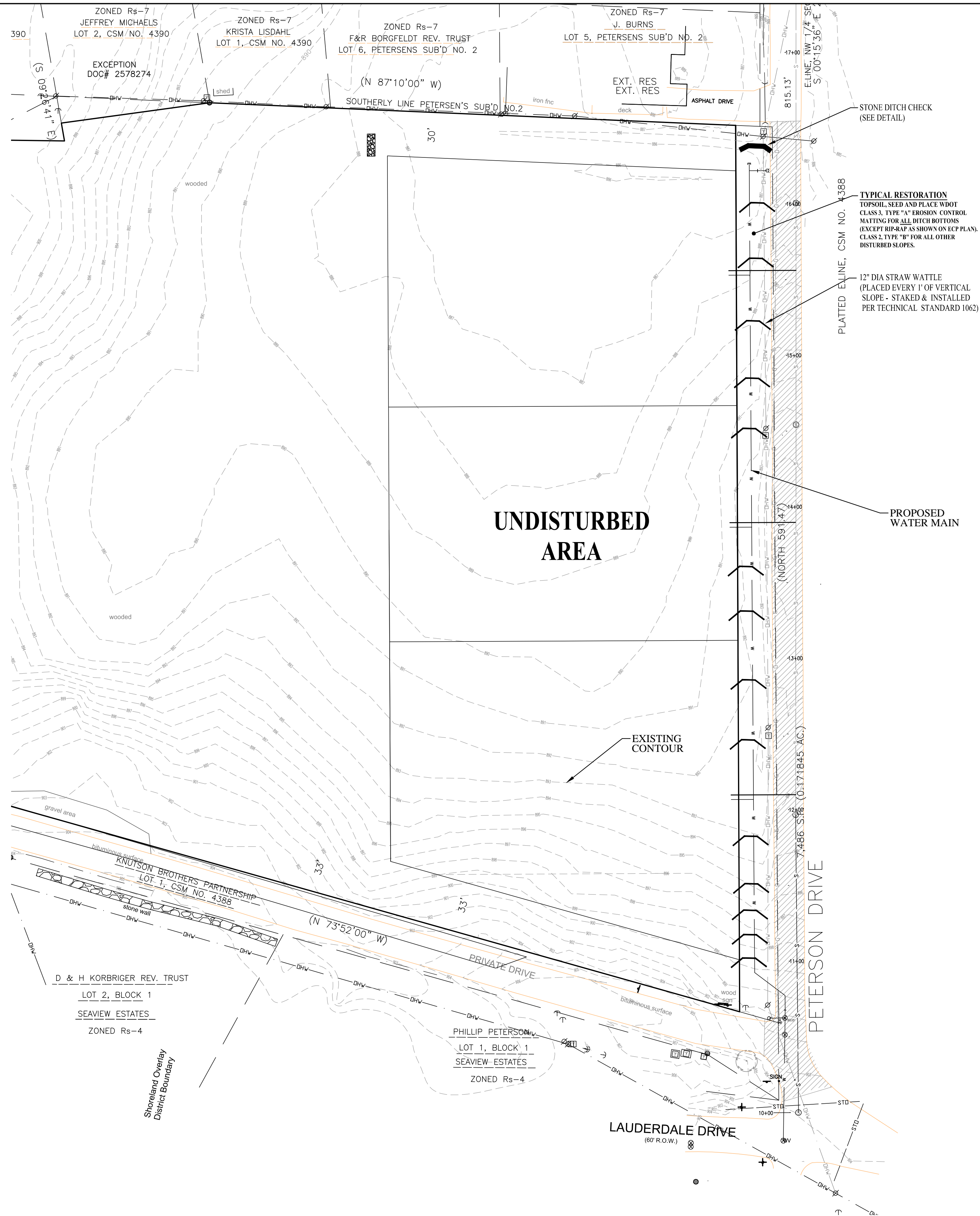
\_\_\_\_\_  
NOTARY PUBLIC, STATE OF WI  
My commission expires:\_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
CITY Attorney

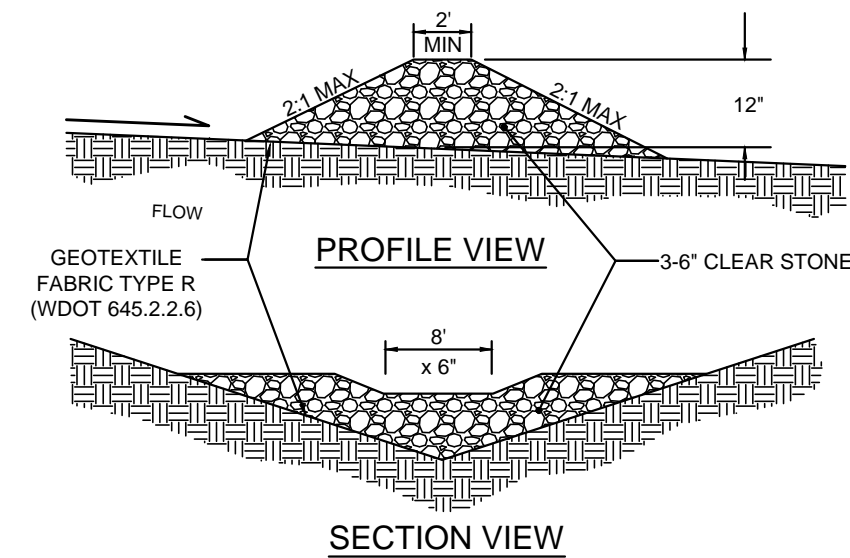
| As Revised July 27, 2021~~July 26, 2021~~  
C:\MyFiles\Devagr\model.VOD.sewer and water.06-10-09.docx





- GENERAL CONSTRUCTION SPECIFICATIONS:**
1. All work shall be in accordance with the Standard Specifications for Highway and Structure Construction, State of Wisconsin, Latest Edition; the State of Wisconsin Standard Specifications for Sewer and Water Construction in Wisconsin, Latest Edition; the State of Wisconsin Plumbing Codes and the City of Pewaukee Construction Specifications & Ordinances. All permits must be obtained by the contractor prior to commencing work.
  2. All erosion control measures specified on this plan shall meet the design criteria, standards and specifications as set forth in the Wisconsin Department of Natural Resources and the City of Pewaukee Technical Standards.
  3. All erosion control devices (i.e., stone ditch check) shall be installed prior to commencing utility construction.
  4. All activities on the site shall be conducted in a logical sequence to minimize the area of bare soil exposed at any one time.
  5. The OWNER shall provide all surveying and construction staking for this contract. All contractors shall exercise care and diligence in protecting the same.
  6. The contractor shall notify Diggers Hotline, the local municipality and all government agencies that may be affected by the contractor's operations at least three (3) days before breaking ground.
  7. Contractor shall be responsible for maintaining the public roadways. Public roadways shall be kept free of silt or dirt tracked from areas under construction by sweeping at the end of each work day or as often as required by the City of Pewaukee.
  8. Upon completion of the work as specified, respread four (4") inches of salvaged topsoil over all disturbed areas and provide seed, fertilizer and restore per the Standard Specifications.
  9. All disturbed areas shall be revegetated within seven days of no disturbance. Highway mix #40 shall be used for seeding with an application rate of 4.0 lbs/1000 sf.
  10. All erosion control devices shall be routinely inspected every seven days or within 24 hours of a rainfall greater than 0.5 inches (By GENERAL CONTRACTOR).
  11. If permanent seeding is not completed by September 15, apply temporary seeding. If temporary seeding is not completed by October 15, mulch or erosion control fabric shall be placed on all inactive disturbed soils between October 15th and May 1st as a temporary soil stabilization measure during the non-growing season. See technical standards for installation requirements.
  12. Construction between November 1st and May 1st will require measures to stabilize the site over winter. If the construction site is not stabilized with pavement, gravel road base, rip rap or 70 percent density mature vegetative cover crop, then the site must comply with the winter construction site erosion control requirements found in the City of Pewaukee Technical Standards.
  13. No public pavement areas shall be disturbed prior to May 1st or after October 15th.

- CONSTRUCTION PHASING SEQUENCING:**
- THE CONTRACTOR MUST FOLLOW THE FOLLOWING CONSTRUCTION SEQUENCE AS REQUIRED BY THE WDNR AND THE CITY OF PEWAUKEE.
1. INSTALL STONE DITCH CHECK AT NORTH END OF ROADSIDE DITCH.
  2. CLEAR, GRUB & STRIP TOPSOIL FROM THE PROPOSED NW ALIGNMENT AND STOCKPILE WITH A SILT FENCE BARRIER. STOCK PILES LEFT INACTIVE FOR 7 DAYS OR LONGER SHALL BE STABILIZED.
  3. CONSTRUCT PUBLIC WATER MAIN, LATERALS AND RESTORE ROADSIDE DITCH.
  4. RESTORE ROADSIDE DITCH IMMEDIATELY AND STABILIZED WITH DOT HIGHWAY MIX #40, EROSION CONTROL MATTING AND STRAW WATTLES EVERY 1' OF VERTICAL SLOPE.
  5. INSTALL DRIVEWAY CULVERT & GRAVEL CONSTRUCTION ENTRANCE AS SHOWN ON THE PLAN (TRACKING PAD).
  6. AFTER ALL DISTURBED AREAS ARE WELL-ESTABLISHED AND FOLLOWING FINAL AS-BUILT ACCEPTANCE BY THE CITY, REMOVE ALL TEMPORARY BMP'S.
- CONSTRUCTION SCHEDULE: START DATE: SEPTEMBER 15, 2021  
COMPLETION DATE: OCTOBER 15, 2021




**STONE DITCH CHECK DETAIL**  
NOT TO SCALE

SCALE: 1" = 40'

THE UNDERGROUND UTILITY INFORMATION AS SHOWN HEREON IS BASED, IN PART, UPON INFORMATION FURNISHED BY UTILITY COMPANIES AND THE LOCAL MUNICIPALITY. WHILE THIS INFORMATION IS BELIEVED TO BE RELIABLE, ITS ACCURACY AND COMPLETENESS CANNOT BE GUARANTEED NOR CERTIFIED TO.

REVISIONS		DATE		DESCRIPTION	



ELLENA ENGINEERING CONSULTANTS, LLC  
SITE CIVIL ENGINEERING & STORMWATER MANAGEMENT

Ellena Engineering Consultants, LLC • 700 Pilgrim Parkway - Suite 100 • Elm Grove, WI 53122  
Phone: 262-719-6183 • Fax: 866-457-2584 • Email: mellen@eeceng.com

**J & R Dreamfield LLC - Land Development**

City of Pewaukee, Wisconsin

**EROSION CONTROL & SEQUENCING PLAN**

SCALE: 1"=40'

DATE: 07-30-21

DESIGNED BY: MRE,PE

PROJECT NO:

APPROVED BY: \_\_\_\_\_ DATE

**C100**

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

**DATE:** August 16, 2021

**DEPARTMENT:** Public Works

**PROVIDED BY:** Magdelene Wagner

***SUBJECT:***

Discussion and Possible Action to Approve the First Reduction of Woodleaf Reserve Phase 4 Letter of Credit from \$1,838,646.30 to \$458,854.80 (Reduction of \$1,379,791.50) [Wagner].

***BACKGROUND:***

The Woodleaf Reserve Phase 4 development construction began this past Spring and to date the work has involved extensive grading, pond installation, public utility (storm, sewer and water), and road (through first lift of asphalt) construction. We recommend the requested reduction. The remaining letter of credit value of \$458,854.80 is sufficient to complete the project.

***FINANCIAL IMPACT:***

None at this time.

***RECOMMENDED MOTION:***

Common Council approve the first reduction of the Woodleaf Reserve Phase 4 letter of credit from \$1,838,646.30 to \$458,854.80 (\$1,379,791.50 reduction).

**ATTACHMENTS:**

Description

Woodleaf Reserve Ph 4 Letter of Credit

Woodleaf Reserve Ph 4 First Reduction Request



# TriCity National Bank

## IRREVOCABLE STANDBY LETTER OF CREDIT NO. 1709

**Beneficiary:**

City of Pewaukee  
W240 N3065 Pewaukee Road  
Pewaukee, WI 53072

**Date:**

December 7, 2020

**Applicant:**

Woodleaf Investments LLC  
7900 Durand Ave., Bldg. 10  
Mt. Pleasant, WI 53177-1972

**Expiry Date:**

December 7, 2022

**Maximum Amount:**

USD \$1,838,646.30

Dear Sirs:

We hereby authorize you to draw on us for the Account of Woodleaf Investments LLC, up to an aggregate amount of One Million Eight Hundred Thirty-Eight Thousand Six Hundred Forty-Six and 30/100 Dollars (\$1,838,646.30), available by your drafts at sight to be accompanied by:

- 1.) The original Letter of Credit together with any subsequent amendments.
- 2.) A statement signed by a person purporting to be an authorized representative of the beneficiary reading: "Sums claimed are due and payable because Woodleaf Investments LLC has not performed its obligations to Beneficiary" pursuant to the Development Agreement between the City of Pewaukee and Woodleaf Investments LLC.
- 3.) This Letter of Credit is irrevocable and will terminate on the expiration date above, provided however that termination hereof shall not be effective unless, not less than ninety (90) days prior to the expiration date and not more than one hundred-twenty (120) days prior to the expiration date, written notice is delivered to the City of Pewaukee indicating that this Letter of Credit, pursuant to its terms, will expire. If said notice is not given at least ninety (90) days prior to the expiration date or if said notice is given more than one hundred-twenty (120) days prior to the expiration date, this Letter of Credit shall terminate upon ninety (90) days written notice to the City of Pewaukee.



**All drafts must be marked "Drawn under Tri City National Bank Letter of Credit No. 1709, dated December 7, 2020."**

**Special Instructions:**

Partial and multiple drawings are permitted under this Letter of Credit.

All banking charges other than the issuing Bank's are for the Beneficiary's account.

This Letter of Credit may be reduced from time to time as 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 of Pewaukee. Said statement should set forth the amount of the reduction and the amount of the remaining balance payable under this Credit.

This Letter shall be governed by the laws of the State of Wisconsin.

We agree with you to pay draft(s) drawn under, and in compliance with, the terms of this Letter of Credit if presented to Tri City National Bank, Loan Services Department, 10909 W. Greenfield Avenue, Suite 100, West Allis, WI 53214, together with this Letter of Credit and other required documents, on or before the close of business on December 7, 2022.

Tri City National Bank

By: Amanda Szmurlo, Assistant Vice President  
Amanda Szmurlo, Assistant Vice President

10909 West Greenfield Avenue, Suite 100 | West Allis, WI 53214 | 414.256.7670 | fax:  
414.256.7669

## Wagner, Magdelene

---

**From:** David Tanner <DavidT@korndoerferhomes.com>  
**Sent:** Tuesday, July 27, 2021 8:22 AM  
**To:** Wagner, Magdelene; Mike Kaerek; Wolf Korndoerfer  
**Cc:** Wirtz, Rich; Mike Wentz  
**Subject:** RE: Woodleaf Reserve Phase 4 LOC Reduction- for 8/2 Common Council Meeting  
**Attachments:** 20210629\_152303.pdf

Good morning,

Here is the request for a letter of credit reduction on Woodleaf Phase 4. I am not seeing a breakdown of the letter of credit in the development agreement, so I am not certain how much of a reduction to request at this point. That said, the balance to complete for the project is \$184,255.75 (see attached pay request). My assumption is that 120% of the original contract amount was used in determining the letter of credit amount which would bring the balance down to \$221,107. Please put this item on the August 2<sup>nd</sup> agenda for formal action and confirm the revised letter of credit amount.

Thanks,

**David Tanner**

Director of Sales & Real Estate

Cell: (414) 651-0260



175 North Corporate Drive, Suite 130  
Brookfield, WI 53045

7900 Durand Avenue, Building 10  
Sturtevant, WI 53177

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**From:** Wagner, Magdelene <wagner@pewaukee.wi.us>  
**Sent:** Friday, July 23, 2021 4:31 PM  
**To:** David Tanner <DavidT@korndoerferhomes.com>; Mike Kaerek <MikeKaerek@kaerekhomes.com>; Wolf Korndoerfer <WolfK@korndoerferhomes.com>  
**Cc:** Wirtz, Rich <wirtz@pewaukee.wi.us>  
**Subject:** LOC Reduction

Hi Dave,

I received your voicemail and thought it would easiest to respond in email so I could copy everyone.

A letter of credit reduction must be requested in writing. You should include documentation of the pay request from the contractor to justify the reduction. If I receive this request by Tuesday, July 27<sup>th</sup>, I can include it on the August 2<sup>nd</sup> Common Council Agenda for approval. Otherwise, the next meeting is August 16<sup>th</sup>. Once you have Council approval, the Clerk issues a letter to the Letter of Credit holder with the reduction approval.

Have a great weekend!

Thank you,  
Maggie

**Magdelene Wagner, P.E.**  
**Director of Public Works/City Engineer**  
**City of Pewaukee**  
W240N3065 Pewaukee Road  
Pewaukee, WI 53072  
262-691-0804

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APPLICATION AND CERTIFICATE FOR PAYMENT

Invoice #: 2020219-2

To Owner: Karek Homes  
11600 W. Lincoln Ave.  
West Allis, WI 53227

Project: 20.02.019 Woodleaf Phase 4

From Contractor: Super Western, Inc.  
N59W14601 Bobolink Ave.  
Menomonee Falls, WI 53051

Via Architect:

Contract For:

Application No.: 2

Period To: 6/10/2021

Project Nos:

Contract Date:

Distribution to:  
☐ Owner  
☐ Architect  
☐ Contractor

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.  
Continuation Sheet is attached.

1. Original Contract Sum	\$1,532,205.25
2. Net Change By Change Order	\$31,842.00
3. Contract Sum To Date	\$1,564,047.25
4. Total Completed and Stored To Date	\$1,379,791.50
5. Retainage:	
a. 4.88% of Completed Work	\$67,397.47
b. 0.00% of Stored Material	\$0.00
Total Retainage	\$67,397.47
6. Total Earned Less Retainage	\$1,312,394.03
7. Less Previous Certificates For Payments	\$312,897.02
8. Current Payment Due	\$999,497.01
9. Balance To Finish, Plus Retainage	\$251,653.22

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information, and belief, the work covered by this Application for Payment has been completed in accordance with the Contract Documents. That all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Super Western, Inc.

By:  Date: 6/15/21

State of: Wisconsin  
Subscribed and sworn to before me this 15th day of June 2021  
Notary Public: Mary Ellen Klaver  
My Commission expires: 9-5-2021



ARCHITECT'S CERTIFICATE FOR PAYMENT: PUBLIC NOTICE  
In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information, and belief, the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ 999,497.01

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

By: \_\_\_\_\_ Date: \_\_\_\_\_

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment, and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CHANGE ORDER SUMMARY	Additions	Deductions
Total changes approved in previous months by Owner	\$0.00	\$0.00
Total Approved this Month	\$31,842.00	\$0.00
TOTALS	\$31,842.00	\$0.00
Net Changes By Change Order	\$31,842.00	

# CONTINUATION SHEET

Application and Certification for Payment, containing Contractor's signed certification is attached.  
In tabulations below, amounts are stated to the nearest dollar.  
Use Column I on Contracts where variable retainage for line items may apply.

Invoice # : 2020219-2

Contract : 20.02.019 Woodleaf Phase 4

Application No. : 2  
Application Date : 06/10/21  
To: 06/10/21  
Architect's Project No.:

A Item No.	B Description of Work	C Scheduled Value	D Work Completed		F Materials Presently Stored (Not in D or E)	G Total Completed and Stored To Date (D+E+F)	H Balance To Finish (C-G)	I Retainage
			From Previous Application (D+E)	This Period In Place				
5	Erosion Control Allowance	50,000.00	0.00	10,000.00	0.00	10,000.00	40,000.00	
10	Restoration and Erosion Control - South	24,135.00	4,827.00	0.00	0.00	4,827.00	19,308.00	
20	Tracking Pad - South	2,491.75	2,491.75	0.00	0.00	2,491.75	0.00	
30	Strip Topsoil - South	21,455.75	10,727.88	10,727.87	0.00	21,455.75	0.00	
40	Cut Fill - South	24,034.50	0.00	24,034.50	0.00	24,034.50	0.00	
50	Handle Sewer Spoil - South	12,368.25	0.00	12,368.25	0.00	12,368.25	0.00	
60	Subgrade Road - South	5,980.75	0.00	5,980.75	0.00	5,980.75	0.00	
70	Replace Topsoil - South	20,460.75	0.00	0.00	0.00	0.00	20,460.75	
80	Utility Package - South	483,718.00	193,487.20	290,230.80	0.00	483,718.00	0.00	
90	Stone/Curb Asphalt - South	96,000.00	0.00	96,000.00	0.00	96,000.00	0.00	
100	Final Asphalt - South	17,000.00	0.00	0.00	0.00	0.00	17,000.00	
200	Restoration and Erosion Control - North	57,309.00	0.00	0.00	0.00	0.00	57,309.00	
210	Tracking Pad - North	2,491.75	498.35	1,993.40	0.00	2,491.75	0.00	
220	Strip topsoil - North	13,481.25	13,481.25	0.00	0.00	13,481.25	0.00	
230	Cut/ Fill - North	14,216.50	7,108.25	7,108.25	0.00	14,216.50	0.00	
240	Handle Sewer Spoil - North	73,685.25	0.00	73,685.25	0.00	73,685.25	0.00	
250	Subgrade Road - north	5,980.75	0.00	5,980.75	0.00	5,980.75	0.00	
260	Replace Topsoil - North	13,178.00	0.00	0.00	0.00	0.00	13,178.00	
280	Utility Package - North	483,718.00	96,743.60	386,974.40	0.00	483,718.00	0.00	
290	Stone. Curb/ Binder - North	93,500.00	0.00	93,500.00	0.00	93,500.00	0.00	
300	Final Asphalt - North	17,000.00	0.00	0.00	0.00	0.00	17,000.00	
PCO	Pending Change Order	0.00	0.00	0.00	0.00	0.00	0.00	
CO-001	Change Order 1 - Laterals	31,842.00	0.00	31,842.00	0.00	31,842.00	0.00	
Grand Totals		1,564,047.25	329,365.28	1,050,426.22	0.00	1,379,791.50	184,255.75	67,397.47

**CITY OF PEWAUKEE  
COMMON COUNCIL AGENDA ITEM 8.**

**DATE:** August 16, 2021

**DEPARTMENT:** Clerk/Treasurer

**PROVIDED BY:**

***SUBJECT:***

Discussion and Possible Action to Appoint Alderman Brown to the Plan Commission [Mayor Bierce]

***BACKGROUND:***

***FINANCIAL IMPACT:***

***RECOMMENDED MOTION:***



**CITY OF PEWAUKEE  
COMMON COUNCIL AGENDA ITEM 9.**

**DATE:** August 16, 2021

**DEPARTMENT:** Clerk/Treasurer

**PROVIDED BY:**

***SUBJECT:***

Discussion and Possible Action on Whether or Not to Reschedule or Cancel the September 6th Meeting Due to it being Labor Day [Mayor Bierce]

***BACKGROUND:***

***FINANCIAL IMPACT:***

***RECOMMENDED MOTION:***