



## Regular Village Board Meeting Agenda

**May 21, 2024**

**the meeting will start immediately  
following the adjournment of the  
Special Village Board Meeting which begins at 4:30PM**

Village Hall, 235 Hickory Street, Pewaukee, WI 53072

**To view the meeting live:**

**<https://www.youtube.com/live/NXO-ezRJdMg?si=pNtZmxK5kGskNfcB>**

1. Call to Order, Pledge of Allegiance, Moment of Silence and Roll Call.
2. Public Hearings. – None.
3. Approval of Minutes of Previous Meeting.
  - Minutes of the Regular Village Board Meeting – May 7, 2024
4. Citizen Comments. – *This is an opportunity for citizens to share their opinions with Board Members on any topic they choose. However, due to Wisconsin Open Meeting laws, the Board is not able to answer questions or respond to your comments. All comments should be directed to the Board. Comments are limited to 3 minutes per speaker. Speakers are asked to use the podium and state their name and address.*
5. Ordinances. – None.
6. Resolutions. – None.
7. Old Business. = None.
8. New Business.
  - a. Discussion and Possible Action on Award of Contract for Well No. 4 HMO Treatment System
  - b. Discussion and Possible Action on Replacement Squad Car Purchase
  - c. Discussion and Possible Action on Purchase of In-Squad and Hand-Held Replacement Radars
  - d. Discussion and Possible Action on Intergovernmental Agreement with City of Milwaukee for Law Enforcement Services for the 2024 Republican National Convention
  - e. Discussion and Possible Action on Scheduling Special Meetings for Strategic Plan Update Workshop
  - f. Discussion and Possible Action on Transient Merchant Applications
  - g. Discussion and Possible Action on Agent Change for Beachside Boat and Bait
  - h. Discussion and Possible Action on Premise Change for Beach House Bistro/LaTavola
  - i. Committee Appointments
    - a. Plan Commission – 1 Trustee Representative (Trustee 2 years)
    - b. Zoning Board of Appeals – 1 Members (3-year terms)



## Regular Village Board Meeting Agenda

- c. Park & Recreation Board – Trustee Representative for remainder of term to 4/30/2026; 1 Citizen Member (remainder of term to 4/30/26 due to Kristen Kreuser elected to Trustee)
  - d. Historic Preservation Commission –1 Member (Architect – preferred - term to expire 4/30/27); 1 Member (3-year terms each); & Plan Commission Representative (remainder of term to 4/30/2025); Trustee Representative for remainder of term to 4/30/2025
  - j. Discussion and Possible Direction on Contract Planner Review Process
  - k. Discussion and Possible Action on Authorizing the Village President to Provide Direction on Financing Plan to the Village Financial Advisor Regarding Tax Increment District #4 Related Debt Issuance
  - l. Village Board Meeting Monthly Approval of Checks and Invoices for All Funds – April 2024
  - m. Discussion and/or Possible Action on New “Class C” Liquor (Wine) License for Myxn Scents
9. Citizen Comments. – *This is an opportunity for citizens to share their opinions with Board Members on any topic they choose. However, due to Wisconsin Open Meeting laws, the Board is not able to answer questions or respond to your comments. All comments should be directed to the Board. Comments are limited to 3 minutes per speaker. Speakers are asked to use the podium and state their name and address.*
10. Closed Session. – The Village Board of the Village of Pewaukee will enter into closed session pursuant to Wis. Statute Section 19.85(1)(e) for the purpose of deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session, specifically regarding City of Pewaukee Intergovernmental Agreement regarding traffic signals at STH 164 and Lindsay Road.
11. Reconvene Into Open Session
12. Adjournment.

Note: Notice is hereby given that a quorum of a Village Committee and/or Commission may be present at the Village Board meeting, and if so, this meeting shall be considered an informational meeting of that Committee or Commission and no formal action of that Committee or Commission shall occur. Upon reasonable notice, efforts will be made to accommodate the needs of disabled individuals through appropriate aids and services. To request such assistance, contact the Village Clerk at 262-691-5660.

Posted May 17, 2024

**VILLAGE OF PEWAUKEE  
VILLAGE BOARD MINUTES  
May 7, 2024**

[https://www.youtube.com/live/naKfjH\\_A6Cc?si=iJRizzsvBMdzEyHv](https://www.youtube.com/live/naKfjH_A6Cc?si=iJRizzsvBMdzEyHv)

**1. Call to Order, Pledge of Allegiance, Moment of Silence, and Roll Call**

President Knutson called the meeting to order at approximately 6:00 p.m. The Pledge of Allegiance was recited, followed by a moment of silence.

Roll Call was taken with the following Village Board members present: Trustee Bob Rohde; Trustee Kelli Belt Trustee Chris Krasovich; Trustee Kristen Kreuser; Trustee Jim Grabowski; and President Jeff Knutson. Trustee Heather Gergen was excused.

Also Present: Village Attorney, Mark Blum; Village Administrator, Scott Gosse; Director of Public Works, Dave Buechl; Library Director, Nan Champe; and Village Clerk, Cassie Smith.

**2. Public Hearings/Presentations – None.**

**3. Approval of Minutes of Previous Meeting**

**Minutes of the Regular Village Board Meeting – April 16, 2024**

Trustee Krasovich moved, seconded by Trustee Rohde to approve the April 16, 2024, minutes of the Regular Village Board meeting as presented.

Motion carried 6-0.

**4. Citizen Comments – None.**

**5. Ordinances – None.**

**6. Resolutions – None.**

**7. Old Business**

**a. Discussion and Possible Action Regarding Quote to Paint the Village Logo on the Water Tower at 1010 Quinlan Drive**

Director Buechl explained that the Village is in the process of completing the contract for re-painting the water tower at 1010 Quinlan Drive. The Village Board already approved painting the words “Village of Pewaukee” on the water tower in black. The Cost to paint the proposed logo would have additional costs which is \$8,000 to paint the logo on one side and \$10,000 on two sides. Discussion continued and the consensus was to move forward with the Words, “Village of Pewaukee” in color if that is an option for the same cost otherwise in black wording only as the second choice.

Trustee Grabowski moved, seconded by Trustee Rohde to approve the wording “Village of Pewaukee” on two sides of the water tower in color if there is no additional cost as option one, otherwise, option 2 would be to place the wording “Village of Pewaukee” in black.

Motion carried 6-0.

**8. New Business**

**a. Discussion and Possible Action on Suburban Critical Incident Team Mutual Aid Agreements**

Chief Heier explained that Attorney Blum drafted the attached agreements which have been updated to clean up the existing agreements as well as add the new agreements to include Brookfield Fire Department and Lake Country Fire and Rescue which are dedicated to tactical emergency medical services.

**Trustee Rohde moved, seconded by Trustee Krasovich to approve the three Suburban Critical Incident Team Mutual Aid Agreements as presented.**

**Motion carried 6-0.**

**b. Discussion and Possible Action on Liquor License for BJ's Crafty Tap at 1230 George Towne Drive**

Clerk Smith explained that BJ's Crafty Tap is proposing to move into 1230 George Towne Drive where MCV Beer is currently licensed.

**Trustee Grabowski moved, seconded by Trustee Rohde to approve 2Brewnettes, LLC to obtain a "Class B" combination license for the remainder 2023-2024 license term on or after May 28, 2024 as presented.**

**Motion carried 6-0.**

**c. Discussion and Possible Action on Cemetery Cremains Section Layout**

Clerk Smith explained that the Village Board approved a cremains-only section at the cemetery in October 2023 and the matter is returning for Village Board review and approval of the proposed layout which is included in the meeting material. If approved, staff will move forward to develop draft rules, regulations and prices for Board review and approval at a future meeting.

**Trustee Krasovich moved, seconded by Trustee Kreuser to approve the presented layout of the cremains-only section at the cemetery.**

**Motion carried 6-0.**

**d. Discussion and Possible Action on Award of Contract for Well No. 4 HMO Treatment System**

**Due to the PSC not providing the approval for this project the consensus of the Village Board was to defer this item to the next meeting.**

**e. Committee Appointments**

**1. Plan Commission – 1 Trustee Representative (Trustee 2 years)**

No action was taken.

**2. Zoning Board of Appeals – 1 Members (3-year terms)**

No action was taken.

**3. Park & Recreation Board – 1 Citizen Member (remainder of term to 4/30/26 due to Kristen Kreuser elected to Trustee)**

No action was taken.

**4. Historic Preservation Commission –1 Member (Architect – preferred - term to expire 4/30/27); 1 Member (3-year terms each); & Plan Commission Representative (remainder of term to 4/30/2025)**

No action was taken.

**9. Citizen Comments – None.**

**10. Closed Session. – *The Village Board of the Village of Pewaukee will enter into closed session pursuant to Wis. Statute Section 19.85(1)(g) for the purpose of conferring with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved, specifically regarding notice of claim from Greg Koepp; pursuant to Wis. Statute Section 19.85(1)(c) to consider employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility, specifically regarding Village Treasurer and Village Clerk; and pursuant to Wis. Statute Section***

*19.85(1)(e) for the purpose of deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session, specifically regarding negotiations with the City of Pewaukee for a Joint Library Agreement and related to proposals from firms related to Village Administrator recruitment.*

**Trustee Grabowski moved, seconded by Trustee Rohde to move into Closed Session at approximately 6:22 p.m. Motion carried on Roll Call vote 6-0.**

**11. Reconvene Into Open Session**

**Trustee Rohde moved, seconded by Trustee Krasovich to reconvene into Open Session at approximately 7:29 p.m.**

**Motion carried on Roll Call vote 6-0.**

**a. Possible Action on Claim Submitted by Greg Koepp**

**Trustee Rohde moved, seconded by Trustee Kreuser to deny the insurance claim submitted as submitted regarding Gregory Koepp per recommendation by Statewide Services, Inc.**

**Motion carried 6-0.**

**b. Possible Action on Appointment of Village Treasurer**

**Trustee Krasovich moved, seconded by Trustee Grabowski to approve Cassie Smith as the Village Treasurer effective May 20, 2024, with salary as outlined by the Administrator.**

**Motion carried 6-0.**

**c. Possible Action on Appointment of Village Clerk**

**Trustee Krasovich moved, seconded by Trustee Grabowski to approve Jenna Peter as the Village Clerk effective May 20, 2024, with salary as outlined by the Village Administrator.**

**Motion carried 6-0.**

**d. Possible Action on Scheduling Special Village Board Meeting for Interviews Related to Recruitment Proposals for Village Administrator Position**

**No action was taken.**

**e. Possible Action on Approval of Agreement for Recruitment Firm Related to Village Administrator Position**

**Trustee Grabowski moved, seconded by Trustee Krasovich to delegate authority to the Village President to select the recruitment firm and enter into a contract with the firm in an amount not to exceed \$25,000.**

**Motion carried 6-0.**

**12. Adjournment**

**Trustee Grabowski moved, seconded by Trustee Rohde to adjourn the May 7, 2024, Regular Village Board meeting at approximately 7:33 p.m.**

**Motion carried 6-0.**

Respectfully Submitted,

Casandra Smith  
Village Clerk



To: Jeff Knutson, President  
Village Board

From: Scott A. Gosse  
Village Administrator

Date: May 17, 2024

Re: Agenda Item 8a, Discussion and Possible Action on Award of Contract for Well No. 4 HMO  
Treatment System

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### **BACKGROUND**

This matter was on the agenda for the last Village Board meeting; however, approval from the Public Service Commission (PSC) to proceed with this project had not been granted by the time of the meeting. The approval from the Public Service was received on May 10, 2024 and the Village Board can now proceed with action to approve the award of contract for this project.

### **ACTION REQUESTED**

The action requested of the Village Board is to consider the award of contract as outlined in the attached staff report prepared by Dave Buechl, Director of Public Works/Engineer.

### **ANALYSIS**

The low bid, including the mandatory alternate bid, is \$2,982,000. The estimated project amount was \$2,919,850 which translates to the actual bid \$62,150 over project estimate. There are sufficient funds to cover the amount over the estimate as the Quinlan Water Tower Rehab project contract is \$295,000 (not counting the painting of "Village of Pewaukee" on the tower twice estimated at \$5,000). This would leave \$180,000 in funds to cover the \$62,150 cost increase over estimate for the Well #4 HMO project. As a reminder, funds borrowed for the Water Utility are allocated for Water Utility purposes outline in the borrowing resolution.

Attachments



**PUBLIC WORKS DEPARTMENT**  
**1000 Hickory Street**  
**Pewaukee, WI 53072**

To: Village Board Members  
CC: Scott Gosse, Village Administrator  
From: David Buechl, P.E.,P.L.S, Director of Public Works/Village Engineer  
Date: May 2, 2024  
Re: Agenda item 8d. Recommendation of Award for Well No. 4 HMO Treatment at 800 Main Street

**BACKGROUND**

The Village's Well #4 located at 800 Main Street on the WCTC campus property. The groundwater from Well #4 has exceeded the maximum contaminant level for radium concentration of 5pcl/l set by federal Safe Drinking Water Act and administered by the Wisconsin Department of Natural Resources so the Village is required to correct the violation. This HMO Treatment Project was designed to incorporate filtration measures to remove radium from the groundwater. Bids were opened on March 16, 2024 for this project. Award of the bid was subject to approval from the Public Service Commission of the State of Wisconsin.

**ACTION REQUESTED**

The action requested of the Village Board is to approve the bid from the lowest qualified bidder, Mid City Corporation, of Butler, Wisconsin, for the bid amount of \$2,957,000, and the Mandatory Alternate bid of \$25,000 for aggregate epoxy flooring in the new filter building for a total of \$2,982,000.00.

**ANALYSIS**

The contractors, base bid, and mandatory alternate bid prices are listed below:

Contractor Name	Base Bid	MA-1	Total
Mid City Corporation	\$2,957,000	\$25,000	\$2,982,000
August Winter & Sons, Inc.	\$3,085,000	\$34,000	\$3,119,000
Lee Mechanical	\$3,150,000	\$26,000	\$3,176,000

I recommend the Village Board approve the base bid and Mandatory Alternate bid and authorize staff to enter into a contract with Mid City Corporation for \$2,982,000, which also aligns with the recommendation of award from Ruekert & Mielke, Inc. Mid City Corporation has completed other similar projects and is in good standing. The low bid is slightly above the initial budget allocation of \$2,919,850.00.

The contract included that work is to be substantially completed by September 15, 2025, and ready for final payment on or before October 31, 2025.

Attachments

March 15, 2024

Mr. Dave Buechl, P.E.  
Director of Public Works  
Village of Pewaukee  
235 Hickory Street  
Pewaukee, WI 53072

RE: Well No. 4 HMO Treatment

Dear Mr. Buechl:

Bids for the above project were opened on March 14, 2024 at 10:00 a.m. at the Village Hall and are listed on the attached bid.

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, nor to the proposed major subcontractors and suppliers.
3. Low bidder has successfully completed similar projects over the last 20 years according to our direct work experience with them.

On these bases, we recommend that Mid City Corporation be awarded the Well No. 4 HMO Treatment contract, contingent on PSC approval of project in the amount of \$2,982,000.00. This amount includes the alternate price for the aggregate epoxy flooring in the new Filter Building. 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 Village of Pewaukee include a 10 percent contingency when preparing the financial plan for this work.

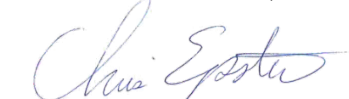
Our review did not include an evaluation of bidder's current financial condition nor of their permanent safety program.

Should you decide to accept our recommendation, we have prepared the enclosed Notice of Award for your use. After PSC approval has been received, 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 May 13, 2024, unless Bidder agrees to an extension. Please advise us of your award decision or call if there are any questions.

Respectfully,

RUEKERT & MIELKE, INC.



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



Letter to Mr. Scott Gosse  
Well No. 4 HMO Treatment  
March 15, 2024  
Page 2

Enclosures :    Notice of Award  
                     Bid Summary

cc:            Scott Gosse, Village Administrator, Village of Pewaukee  
               David W. Arnott, P.E., Ruekert & Mielke, Inc.

**NOTICE OF AWARD**

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Date of Issuance: \_\_\_\_\_

Contract: Well No 4 HMO Treatment  
Bidder: Mid City Corporation  
Address: 12930 W. Custer Avenue  
Butler, WI 53007

Owner: Village of Pewaukee  
Engineer: Ruckert & Mielke, Inc.  
Engineer's Project No.: 8034-10022.230

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**TO BIDDER:**

You are notified that your Bid dated March 14, 2024 for the above Contract has been accepted by Owner and you are the Successful Bidder and are awarded a Contract for:

Well No 4 HMO Treatment  
Base Bid and Mandatory Alternate

The Contract Price of your Contract is: \$ 2,982,000.00

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

Six (6) 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 two (2) fully executed counterparts of the Contract Documents.
2. Deliver with the executed Agreement the Performance Bond, Payment Bond 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.

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Owner: \_\_\_\_\_ VILLAGE OF PEWAUKEE \_\_\_\_\_

Signature: \_\_\_\_\_  
Authorized Signature

Title: \_\_\_\_\_

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

Copy: Engineer

**BID SUMMARY**

Well No 4 HMO Treatment

Village of Pewaukee, Waukesha County, Wisconsin

Bids Open: Thursday, March 14, 2024 / 10:00 A.M.

CONTRACTOR	Bid Bond	Addendum 1	LUMP SUM BID	MANDATORY ALTERNATE
Mid City Corporation	√	√	\$2,957,000.00	\$25,000.00
August Winter & Sons, Inc.	√	√	\$3,085,000.00	\$34,000.00
Lee Mechanical	√	√	\$3,150,000.00	\$26,000.00

APPARENT LOW BID:	\$2,957,000.00
APPARENT LOW BIDDER:	Mid City Corporation

RUEKERT & MIELKE, INC.  
W233 N2080 Ridgeview Parkway  
Waukesha, WI 53188-1020



**BID SUMMARY**

Well No 4 HMO Treatment

Village of Pewaukee, Waukesha County, Wisconsin

Bids Open: Thursday, March 14, 2024 / 10:00 A.M.

CONTRACTOR	Bid Bond	Addendum 1	LUMP SUM BID	MANDATORY ALTERNATE
Mid City Corporation	√	√	\$2,957,000.00	\$25,000.00
August Winter & Sons, Inc.	√	√	\$3,085,000.00	\$34,000.00
Lee Mechanical	√	√	\$3,150,000.00	\$26,000.00

APPARENT LOW BID:	\$2,957,000.00
APPARENT LOW BIDDER:	Mid City Corporation

RUEKERT & MIELKE, INC.  
 W233 N2080 Ridgeview Parkway  
 Waukesha, WI 53188-1020



To: Jeff Knutson, President  
Village Board

From: Scott A. Gosse  
Village Administrator

Date: May 16, 2024

Re: Agenda Item 8b, Discussion and Possible Action on Replacement Squad Car Purchase

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### **BACKGROUND**

Attached for your review and consideration please find a staff memo from Chief Heier regarding the proposed purchase of a replacement squad car. The purchase of a replacement squad car was included in the 2024 budget for an estimated purchase price of \$58,350; however, due to several circumstances, this cost is not sufficient as the Department is proposing the replacement of squad #636 in lieu of the planned replacement of the squad 645.

### **ACTION REQUESTED**

The action requested of the Village Board is to consider approval of the purchase of the new squad car with the additional funds necessary for new equipment and outfitting of the squad car to come from ARPA Funds.

### **ANALYSIS**

The proposed squad car for replacement, squad #636, was stripped for sale at auction in 2023. The equipment stripped from squad #636 was placed in the new squad purchased in 2022 and squad 636 was assigned for use by the new (second) CRO/SRO assigned to the Pewaukee School District in 2023 to use to get to and from the campus from the Police Department. The Department believes it would be beneficial to have a fleet of squad cars that are all fully equipped so that in an emergency situation all cars would be available for use, if needed. The original estimate for the 2024 budget did not incorporate the cost of new equipment to be purchased (whereas equipment would normally be transferred from the squad being sold into the squad being purchased – this is not an option in this circumstance) as well as increased costs for the installation and setup of normal equipment such as lights, sirens, etc. The shortfall to fully outfit and equip the new squad is \$33,650.

As noted in the following agenda matter, the current estimated balance of ARPA Funds available for use is \$453,102 out of the \$849,175 allocated to the Village. Proposals for the LED lighting replacement project within the Village Hall, Police Department and Police Garage are due May 23<sup>rd</sup> and the proposals for the HVAC replacement within the Village Hall, Police Department and Police Garage are due May 24<sup>th</sup>. Staff anticipates that the use of ARPA Funds for the squad car equipment and outfitting will still allow for sufficient funds for the radar units and aforementioned projects should the Village Board desire to proceed with them after a review of the proposals.

Attachments



**TIMOTHY HEIER**  
CHIEF OF POLICE



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

May 15, 2024

Village of Pewaukee Trustees:

The Village of Pewaukee Police Department respectfully requests authorization to purchase a new Ford Explorer to replace our current School Resource Officer squad (#636), a 2019 Ford Explorer, which currently has 114,508 miles. This squad car, which had been stripped down and set for auction in 2023, is currently being utilized by Officer Kerry Corrus. Although marked, it does not currently have a computer, radio, cage, emergency lights, or siren.

As part of the Village Board approved four-year rotation, squad 645, a 2020 Ford Explorer which has 96,050 miles is schedule to be replaced in 2024. We would like to defer replacement of this squad until 2025.

Ford is currently experiencing production delays as a result of a six-week United Auto Workers strike in 2023. They only had a limited run of their 2024 squad production and all of those vehicles have been reserved and accounted for. Ford advised us that we are eligible to obtain a 2025 squad later this year. The final quote from Ford for a new squad car is \$45,113. Additional costs incurred would be the following:

- \$20,000 to purchase new equipment, radio, modem, radar, printed, MDC, and rifle mount.
- \$23,277 for installation and full set-up of vehicle as quoted from 10-33 Vehicle Services, Inc. (Please see attached invoice)
- \$2,350 estimated for decals and markings

We intend to auction off the 2019 at the time of delivery of the new squad. We estimate a return of \$6,000 - \$8,000 for the sale of the squad.

In the 2024 "Outlay Budget", we requested \$58,350 for a new squad purchase. With the increase of the actual vehicle, purchase of all new equipment, and installation costs the increase would be \$33,650.

We are requesting an amount not to exceed \$92,000 for the purchase and complete upfitting of a 2025 Ford Explorer.

Respectfully submitted,

Timothy Heier  
Chief of Police



# Estimate

Date	Estimate #
3/24/2024	2221

## 10-33 Vehicle Services, LLC

N4615 Indian Point Rd.  
 Sullivan, WI 53178  
 Phone: (262) 490-3109  
 Email: 10-33@charter.net

**Customer:**

Village of Pewaukee Police Department  
 235 Hickory St.  
 Pewaukee, WI 53072

Item	Description	Qty	Rate	Total
	GAMBER CENTER CONSOLE WITH HEAD REST PRINTER ***CONFIRM MDC DOCK*** ***CONFIRM VEHICLE YEAR, 2025 POSSIBLE CONSOLE FIT***			
SET UP UTILITY STRIP	SET UP FORD POLICE INTERCEPTOR UTILITY	40.00	115.50	4,620.00
	REMOVE OLD EQUIPMENT FROM OLD SQUAD	5.00	115.50	577.50
BJ2DEDE	WHELEN WECANX LIBERTY II DUO 54" W/ CENTER	1.00	2,528.94	2,528.94
IJ500ST	WHELEN LIBERTY II CENTER MOUNTED STROBE	1.00	176.28	176.28
MKAJ105	WHELEN LIGHTBAR MOUNT KIT, 2020 UTILITY	1.00	0.00	0.00
IB8ENDX	WHELEN LIBERTY II SMOKED DOME	2.00	9.00	18.00
IBCNTX	WHELEN LIBERTY II SMOKED DOME	1.00	9.00	9.00
IBDIVIDX	WHELEN LIBERTY II SMOKED DIVIDER	2.00	8.94	17.88
C399	WHELEN CENCOM CORE AMPLIFIER CONTROL MODULE	1.00	1,045.25	1,045.25
CCTL6	WHELEN CENCOM CORE ROTARY KNOB CONTROL HEAD	1.00	0.00	0.00
C399K7	WHELEN CORE CANPORT INTERFACE, 2021 F150	1.00	0.00	0.00
SA315P	WHELEN COMPOSITE SIREN SPEAKER	1.00	0.00	0.00
SAK1	WHELEN SA315P SIREN SPEAKER BRACKET	1.00	0.00	0.00
CV2V	WHELEN CORE VEHICLE TO VEHICLE SYNC MODULE	1.00	192.10	192.10
CEM16	WHELEN WECAN X EXPANSION MODULE, 16 OUTPUT 4 INPUT	2.00	170.50	341.00
CEXAMP	WHELEN WECAN X EXTERNAL AMPLIFIER	1.00	219.39	219.39
SA315P	WHELEN COMPOSITE SIREN SPEAKER	1.00	212.76	212.76
SAK1	WHELEN SA315P SIREN SPEAKER BRACKET	1.00	0.00	0.00
LINV2R	WHELEN LINV2, RED (UNDER MIRROR)	1.00	172.89	172.89
LINV2B	WHELEN LINV2, BLUE (UNDER MIRROR)	1.00	172.89	172.89

Thank you for allowing us to bid on your vehicle and equipment needs. This estimate is valid for 7 days. Special ordered equipment will be invoiced upon order placement.	<b>Subtotal</b>
	<b>Sales Tax (0.0%)</b>
	<b>Total</b>



# Estimate

Date	Estimate #
3/24/2024	2221

## 10-33 Vehicle Services, LLC

N4615 Indian Point Rd.  
 Sullivan, WI 53178  
 Phone: (262) 490-3109  
 Email: 10-33@charter.net

**Customer:**

Village of Pewaukee Police Department  
 235 Hickory St.  
 Pewaukee, WI 53072

Item	Description	Qty	Rate	Total
PMP2BKUMB4	SOUND OFF SIGNAL UNDER MIRROR MOUNT BRACKET, 2020 UTILITY	2.00	23.765	47.53
I2D	WHELEN ION DUO RED/WHITE (REAR SIDE WINDOW)	1.00	119.83	119.83
I2E	WHELEN ION DUO BLUE/WHITE (REAR SIDE WINDOW)	1.00	119.83	119.83
TLI2D	WHELEN ION T-SERIES DUO, RED/CLEAR (LIC PLATE)	1.00	116.25	116.25
TLI2E	WHELEN ION T-SERIES, BLUE/CLEAR (LIC PLATE)	1.00	116.25	116.25
TLI2K	WHELEN ION T-SERIES DUO, RED/AMBER (INNER HATCH LIP)	1.00	116.25	116.25
TLI2M	WHELEN ION T-SERIES DUO, BLUE/AMBER (INNER HATCH LIP)	1.00	116.25	116.25
PSD02FCR	WHELEN STRIP LIGHT PLUS DUO RED/WHITE (CAGE DOME)	1.00	126.99	126.99
60CREGCS	WHELEN 6" ROUND LED INTERIOR LIGHT RED/WHITE (FRONT DOME)	1.00	150.23	150.23
60CREGCS	WHELEN 6" ROUND LED INTERIOR LIGHT RED/WHITE (HATCH & CARGO DOME)	2.00	150.23	300.46
CTA	WHELEN WECAN X TRAFFIC ADVISOR MODULE (DOME LIGHT CONTROL)	1.00	175.27	175.27
CCTL5	WHELEN CENCOM CORE HANDHELD CONTROL HEAD (REAR CARGO CONTROL HEAD)	1.00	276.03	276.03
CAT6	CAT 6 CABLE	1.00	15.95	15.95
CAT6 COUPLER	CAT 6 COUPLER	1.00	5.99	5.99
CAT6 SPLIT	CAT6 2 WAY SPLITTER	1.00	15.68	15.68
SA-402	CORE FRONT END HARNESS, CEM TO PUSH BUMPER	1.00	79.95	79.95
SA-412	CORE FRONT END HARNESS, MPOWER INTEGRATION	1.00	79.95	79.95
SA-TLF-FPIU21	CORE TAIL LIGHT INTEGRATION HARNESS, 2020+ UTILITY	1.00	103.50	103.50
SA-TLF-DIODE-2	CORE TAIL LIGHT DIODE HARNESS	1.00	39.25	39.25
20.1870.PE	ABLE 2 POWER SUPPLY	1.00	281.11	281.11
7170-0734-04	GAMBER JOHNSON CONSOLE KIT, 2020+ FORD UTILITY INCLUDES: CONSOLE, MDC ARM, CUP HOLDER, ARM REST 7160-0322 CORE 7160-0339 XTL	1.00	603.58	603.58

Thank you for allowing us to bid on your vehicle and equipment needs. This estimate is valid for 7 days. Special ordered equipment will be invoiced upon order placement.	<b>Subtotal</b>
	<b>Sales Tax (0.0%)</b>
	<b>Total</b>





# Estimate

Date	Estimate #
3/24/2024	2221

## 10-33 Vehicle Services, LLC

N4615 Indian Point Rd.  
 Sullivan, WI 53178  
 Phone: (262) 490-3109  
 Email: 10-33@charter.net

**Customer:**

Village of Pewaukee Police Department  
 235 Hickory St.  
 Pewaukee, WI 53072

Item	Description	Qty	Rate	Total
7170-0789-00	14495 2" FILLER W/ 4 SWITCH KNOCK OUTS	1.00	979.18	979.18
73557	GAMBER JOHNSON GETAC B360 DOCK WITH POWER SUPPLY	1.00	47.49	47.49
SHIP	BLUE SEA DUAL USB	1.00	150.00	150.00
HRP1	SHIPPING (Estimate only)	1.00	378.00	378.00
SHIP	HEADREST PRINTER MOUNT	1.00	15.00	15.00
BK2019ITU20	SHIPPING (Estimate only)	1.00	900.80	900.80
PK1126ITU20TM	SETINA PB450L WITH WHELEN IONS, 2 RED, 2 BLUE 2020 FORD UTILITY	1.00	876.65	876.65
QK0635ITU20	SETINA 10XL C COATED POLY PARTITION, 2020+ UTILITY	1.00	1,279.15	1,279.15
TK2307ITU20	SETINA OEM REPLACEMENT SEAT W/ #12 VINYL COATED EXPANDED METAL CARGO PARTITION & CENTER PULL SEAT BELTS	1.00	1,198.65	1,198.65
GK0068E	SETINA CARGO DECK WITH LOWER TRAY	1.00	651.25	651.25
FREIGHT	SETINA T-RAIL MOUNT BLAC RAC WEAPON MOUNT	1.00	750.00	750.00
MMSU-1	SETINA FREIGHT (ESTIMATE ONLY)	2.00	36.45	72.90
COAX	MAGNETIC MIC SINGLE UNIT	1.00	15.43	15.43
800 WHIP	COAX CABLE	1.00	21.95	21.95
SH-IN2440	800 MHZ 1/4 WAVE ANTENNA	1.00	269.76	269.76
SHIP	PANORAMA ANTENNA SHARKEE	1.00	25.00	25.00
76610	SHIPPING (Estimate only)	1.00	41.99	41.99
SUPPLIES	90 AMP MEGA CIRCUIT BREAKER	1.00	750.00	750.00
HARNESS	INSTALLATION SUPPLIES	1.00	500.00	500.00
CAT6	CUSTOM WIRE HARNESS	1.00	15.95	15.95
7440LEDBP2	CAT 6 CABLE	1.00	29.25	29.25
2601B	ZEVO LED BULB (PAIR)	1.00	176.52	176.52
	EGIS PDM 14 CIRCUIT W/ KILL SWITCH	1.00		

Thank you for allowing us to bid on your vehicle and equipment needs. This estimate is valid for 7 days. Special ordered equipment will be invoiced upon order placement.	<b>Subtotal</b>
	<b>Sales Tax (0.0%)</b>
	<b>Total</b>



# Estimate

Date	Estimate #
3/24/2024	2221

## 10-33 Vehicle Services, LLC

N4615 Indian Point Rd.  
 Sullivan, WI 53178  
 Phone: (262) 490-3109  
 Email: 10-33@charter.net

**Customer:**

Village of Pewaukee Police Department  
 235 Hickory St.  
 Pewaukee, WI 53072

Item	Description	Qty	Rate	Total
901466	EGIS BUSBAR OFFSET	1.00	2.52	2.52
8029B	EGIS RT FUSE BLOCK, 12 CIRCUIT	1.00	31.20	31.20
SA-1033-HATCH	CUSTOM HATCH HARNESS	1.00	157.50	157.50
SA-1033-MAIN	CUSTOM MAIN HARNESS, FORD UTILITY	1.00	486.00	486.00
SA-1033-REAR	CUSTOM REAR HARNESS	1.00	81.90	81.90
SA-1033-OVERLAY	CUSTOM OVERLAY HARNESS	1.00	63.00	63.00
	CUSTOMER SUPPLIED ITEMS:			
	RADIO			
	MODEM			
	RADAR			
	PRINTER			
	MDC			

Thank you for allowing us to bid on your vehicle and equipment needs. This estimate is valid for 7 days. Special ordered equipment will be invoiced upon order placement.	<b>Subtotal</b>	\$23,277.05
	<b>Sales Tax (0.0%)</b>	\$0.00
	<b>Total</b>	\$23,277.05



To: Jeff Knutson, President  
Village Board

From: Scott A. Gosse  
Village Administrator

Date: May 16, 2024

Re: Agenda Item 8c, Discussion and Possible Action on Purchase of In-Squad and Hand-Held Replacement Radars

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### **BACKGROUND**

Attached for your review and consideration please find a copy of a memo from Chief Heier related to the purchase of replacements radar units – one is a dash mounted unit and the other is a hand-held unit. The aforementioned units were not included in the 2024 budget request as the two units were deemed to be in working order at that time. Chief Heier advises that the two units were unable to be certified for law enforcement use this past March and that due to the age of the units, repairs are not possible as replacement parts are not available.

### **ACTION REQUESTED**

The action requested of the Village Board is to consider the request from Chief Heier for the replacement of the hand-held and dash mounted radar units with funding for the purchase coming from ARPA Funds.

### **ANALYSIS**

The total cost to replace the two radar units is \$6,460, including installation. The hand-held unit comes with a 24-month warranty and the dash-mounted unit comes with a 36-month warranty. The quote sheet for the dash-mounted radar unit includes an extension price for four (4) units; however, only one unit is being requested for purchase at this time.

The current estimated balance of ARPA Funds available for use is \$453,102 out of the \$849,175 allocated to the Village. Proposals for the LED lighting replacement project within the Village Hall, Police Department and Police Garage are due May 23<sup>rd</sup> and the proposals for the HVAC replacement within the Village Hall, Police Department and Police Garage are due May 24<sup>th</sup>. Staff anticipates that the use of ARPA Funds for the radar replacement will still allow for sufficient funds for the two aforementioned projects should the Village Board desire to proceed with them after a review of the proposals.

Attachments



**TIMOTHY HEIER**  
CHIEF OF POLICE



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

May 15, 2024

Village of Pewaukee Trustees:

The Village of Pewaukee Police Department respectfully requests authorization to purchase a new LIDAR (Light Detection and Ranging) portable police radar unit as well as a dash-mounted police radar unit.

On March 21, 2024, Direct Radar, LLC, found issues with Squad 640's dash mounted radar unit and our only portable LIDAR (Light Detection and Ranging) unit. Due to the age of both units, they are unable to make repairs and/or obtain replacement parts. Direct Radar, LLC informed us that because of these issues found, they are unable to certify the units for use in law enforcement.

These radar units are an essential piece of equipment used by our officers daily. From a historical perspective, in 2021, officers issued 167 citations for speed violations. In 2022, they issued 217 citations. In 2023, 208 citations were issued. This does not include stops made in which a warning was issued.

The cost to purchase two new units will be \$5860.00 plus \$600.00 installation. The Village of Pewaukee Police Department respectfully requests \$6460.00 to replace these two radar units.

Respectfully submitted,

Timothy Heier  
Chief of Police



855 E. Collins Blvd  
Richardson, TX 75081  
Phone: 972-398-3780  
Fax: 972-398-3781

National Toll Free: 1-800- STALKER

Inside Sales Partner: Diane Satoren  
+1-972-801-4843  
diane@stalkerradar.com

Date: 03/29/24

Reg Sales Mgr: Peter Bauer  
972-398-3780  
peter@stalkerradar.com

Effective From : 03/29/2024

Valid Through: 06/27/2024

Lead Time: 45 working days

<b>Bill To:</b> Pewaukee Village Police Dept 235 Hickory St Pewaukee, WI 53072-3533	<b>Customer ID:</b> p1856  Accounts Payable	<b>Ship To:</b> Pewaukee Village Police Dept 235 Hickory St Pewaukee, WI 53072-3533	<i>FedEx Ground</i>  Officer Adam Rhode
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Grp	Qty	Package	Description	Wrnty/Mo	Price	Ext Price
1	1	808-6125-00	Stalker Lidar RLR - w/BT, DL & FTC, 2 Batteries, D	24	\$2,775.00	\$2,775.00
<b>Ln</b>	<b>Qty</b>	<b>Part Number</b>	<b>Description</b>		<b>Price</b>	<b>Ext Price</b>
1	1	200-1602-53	Ruggedized RLR Lidar			\$0.00
2	2	200-1053-10	Lidar RLR Battery Cell, ACI Build			\$0.00
3	1	200-1092-01	Lidar RLR Dual Bay Battery Charger			\$0.00
4	1	035-0211-00	Soft Storage Bag			\$0.00
5	1	011-0002-00	Lidar Certificate of Accuracy			\$0.00
6	1	011-0231-00	Lidar RLR Quick Start Guide			\$0.00
7	1	035-0389-00	Lidar Shipping Box w/Foam			\$0.00
8	1	060-1000-24	24-Month Warranty			\$0.00
<b>Group Total</b>						\$2,775.00

Product	\$2,775.00	Sub-Total:	\$2,775.00
Discount	\$0.00	Sales Tax 0%	\$0.00
Payment Terms: Net 30 days		Shipping & Handling:	\$0.00
		<b>Total: USD</b>	<b>\$2,775.00</b>

State Contract # 505ENT-019-PoliceRad

001

This Quote or Purchase Order is subject in all respects to the Terms and Conditions detailed at the back of this document. These Terms and Conditions contain limitations of liability, waivers of liability even for our own negligence, and indemnification provisions, all of which may affect your rights. Please review these Terms and Conditions carefully before proceeding.

855 E. Collins Blvd  
Richardson, TX 75081  
Phone: 972-398-3780  
Fax: 972-398-3781

National Toll Free: 1-800- STALKER

Inside Sales Partner: Diane Satoren  
+1-972-801-4843  
diane@stalkerradar.com

Date: 03/29/24

Reg Sales Mgr: Peter Bauer  
972-398-3780  
peter@stalkerradar.com

Effective From : 03/29/2024

Valid Through: 06/27/2024

Lead Time: 45 working days

<b>Bill To:</b> Pewaukee Village Police Dept 235 Hickory St Pewaukee, WI 53072-3533	<b>Customer ID:</b> p1856  Accounts Payable	<b>Ship To:</b> Pewaukee Village Police Dept 235 Hickory St Pewaukee, WI 53072-3533	<i>FedEx Ground</i>  Officer Adam Rhode
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Grp	Qty	Package	Description	Wrnty/Mo	Price	Ext Price
1	4	806-0022-00	DSR 2 Antenna Radar	36	\$3,085.00	\$12,340.00

Ln	Qty	Part Number	Description	Price	Ext Price
1	4	200-0999-40	DSR Enhanced Counting Unit, 1.5 PCB		\$0.00
2	4	200-1000-40	DSR Modular Display		\$0.00
3	8	200-1468-00	Dual DSR Ka Antenna		\$0.00
4	4	200-0921-00	DSR Ergonomic Remote Control w/Screw Latch		\$0.00
5	4	200-0769-00	25 MPH/40 KPH KA Tuning Fork		\$0.00
6	4	200-0770-00	40 MPH/64 KPH KA Tuning Fork		\$0.00
7	4	200-0243-00	Counting/Display Tall Mount		\$0.00
8	4	200-0244-00	Antenna Dash Mount		\$0.00
9	4	200-0245-00	Antenna Tall Deck Mount		\$0.00
10	4	200-0648-00	Display Sun Shield		\$0.00
11	4	155-2591-08	8 Foot Antenna Cable, IP67		\$0.00
12	4	155-2591-20	20 Foot Antenna Cable, IP67		\$0.00
13	4	200-0622-00	VSS Cable Kit		\$0.00
14	4	200-0821-00	DSR Documentation Kit		\$0.00
15	4	006-0095-00	Fan Noise Suppression Addendum - DSR		\$0.00
16	4	035-0361-00	Shipping Container, Dash Mounted Radar		\$0.00
17	4	060-1000-36	36 Month Warranty		\$0.00

<b>Group Total</b>	\$12,340.00
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Product	\$12,340.00	Sub-Total:	\$12,340.00
Discount	\$0.00	Sales Tax 0%	\$0.00
Payment Terms: Net 30 days		Shipping & Handling:	\$0.00
		<b>Total: USD</b>	<b>\$12,340.00</b>

State Contract # 505ENT-019-PoliceRad

001

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**STATE APPROVED CONTRACT PRICE (LOWEST AVAILABLE)**

This Quote or Purchase Order is subject in all respects to the Terms and Conditions detailed at the back of this document. These Terms and Conditions contain limitations of liability, waivers of liability even for our own negligence, and indemnification provisions, all of which may affect your rights. Please review these Terms and Conditions carefully before proceeding.





**TIMOTHY HEIER**  
CHIEF OF POLICE



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

May 15, 2024

Village of Pewaukee Trustees:

The Republican National Convention is scheduled July 15, 2024 – July 18, 2024 in the City of Milwaukee. The Suburban Critical Incident Team (SCIT) has agreed to participate which could involve three of our SCIT members. An Intergovernmental Agreement for Law Enforcement Services was submitted by the City of Milwaukee and reviewed by Attorney Mark Blum.

Attorney Blum reviewed the agreement and has deemed it acceptable. Please see the attached e-mail from Attorney Blum with his comments and questions related to the agreement.

I am requesting the Village Board review and approve the Intergovernmental Agreement for Law Enforcement Services for the 2024 Republican National Convention.

Respectfully submitted,

Timothy Heier  
Chief of Police

## Timothy Heier

---

**From:** Mark G. Blum <mdblum@hrblawfirm.com>  
**Sent:** Wednesday, May 8, 2024 1:29 PM  
**To:** Timothy Heier  
**Cc:** Scott Gosse  
**Subject:** RE: Agreement review for Republican National Convention

Chief,

I have reviewed the proposed agreement from the City of Milwaukee regarding mutual aid assistance for the RNC. I have seen this agreement previously and did express concerns particularly about paragraph 11.2 which effectively waived our rights to seek reimbursement from the requesting agency, in this case Milwaukee for worker's comp or death damages that the Village may incur as a result of providing these services. What Milwaukee attempted to do is waive the normal statutory reimbursement language under Wis Stat Sec. 66.0503. I believe a number of jurisdictions objected to that language and as a consequence Milwaukee did strike the language that was of concern and added language to clarify how this would be addressed. This is the language that was supplied by the Village of Hartland which I have reviewed and consent to.

For purposes of clarification, I want to provide you with my comments as to the balance of the Milwaukee agreement for your information.

Beginning with Paragraph 4.5 it indicates that any reimbursements made to participating agencies such as the Village are conditioned upon the City of Milwaukee's receipt of funds. Should the City of Milwaukee fail to be awarded the Federal Security Grants sufficient to cover its cost, they may terminate the Agreement. If this occurs it would leave the Village (or other assisting agencies) with incurred but unreimbursed expenses. I do not think that risk should fall to the Village of Pewaukee.

Paragraph 11.1 indicates that the Village, as a contractor, would be an independent legal entity and we are responsible for the personal income tax payments, social security contributions, insurance and all other governmental reporting and contributions for our Staff, despite the fact they are being contracted hereunder. Section 11.2 of the original IGA stated that contracting municipalities must affirm that their Staff assisting in this arrangement would remain the responsibility of that community for all earnings, withholdings, insurance, workers compensation, death benefits, medical and legal indemnity and all other requirements by law, regulations, ordinances, or contracts. The contracting municipality would remain responsible for the payment of any compensation or death benefits to our Staff who may be injured or killed in the line of duty, despite the fact that they are engaged in this activity on behalf of the City of Milwaukee and the RNC. This language remains. The original Agreement stated that the City of Milwaukee is not obligated to reimburse the contracting community for these expenses. It further stated that the contracting community would be waiving its right to reimbursement for workers compensation or other medical liabilities and claims, including those set forth under Wisconsin Statute §66.0513(2) to which it would normally be entitled under a mutual aid scenario. As you know that statutory section deals with compensation for police officers who are acting beyond the jurisdictional limits of their community under any kind of mutual aid obligation. This Statute makes the employer of that individual providing those mutual aid services responsible for the payment of wages, salaries, pensions, workers compensation and all other service rights; however, Subsection (2) of this Statutes states that upon making those payments, the municipality employing the officer would be entitled to reimbursement by the political subdivision which requested the mutual aid and commanded the services out of which the payments arose. This is the standard



mutual aid Statute and effectively, the original agreement would have resulted in the Village of Pewaukee waiving its rights to reimbursement under that scenario. Were there to be a permanent injury or death, the amounts in question could be substantial and would be a significant liability for the Village of Pewaukee. As a result, we recommended that this language be removed, and that the agreement should reflect that the Village's entitlement to payment of these expenses should remain as set forth in Wisconsin Statute §66.0513. As a result of my review of the agreement I believe that change has been made.

Paragraph 12 indicates the City of Milwaukee would indemnify the Village of Pewaukee and its personnel for liability to third parties incurred while assisting personnel are acting from the scope of their employment to fulfill the terms of this Agreement. This is consistent with the language in Wisconsin Statute §66.0313, which provides indemnity protection for those agencies which provide mutual aid assistance to another requesting agency.

Paragraph 15.2 allows for termination by the Village in the event we are not able to fulfill the terms of the Agreement and to ensure the safety of our own community due to emergent circumstances. If such a situation occurs, we would be required to refund to Milwaukee all payments made by Milwaukee to the Village of Pewaukee, although it does not state anything about the Village of Pewaukee being able to retain any of the fees for services provided prior to the termination.

Paragraph 23.3 indicates our Staff would need to abide by MPD policies and commands during the course of providing of the assistance. Apparently, they are going to be providing an MPD Officer with regard to most assignments, and our Officers would be assisting them. We are not to conduct arrests or stops unless emergent circumstances require that we do so.

Paragraph 25 indicates Milwaukee will be providing training for assisting personnel.

In summary, I believe that subject to my comments above the agreement is in acceptable form since the primary issue dealing with reimbursement of expense for death or injury to our officers has been resolved. Please let me know if you have any further questions or concerns.

Mark

***Attorney Mark G. Blum***

Village Attorney for the Village of Pewaukee  
Law Offices of Hippenmeyer, Reilly, Blum,  
Schmitzer & Fabian, SC  
720 Clinton St., PO Box 766  
Waukesha, WI 53187-0766  
Phone: (262) 549-8181  
Fax: (262) 549-8191  
Email: [mdblum@hrblawfirm.com](mailto:mdblum@hrblawfirm.com)

HIPPENMEYER, REILLY, BLUM

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**HRB**

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SCHMITZER & FABIAN, s.c.

This email transmission contains information from Hippenmeyer, Reilly, Blum, Schmitzer & Fabian S.C. which is confidential and privileged. This information is intended to be for the use of the individual or entity named in this transmission. If you are not the intended recipient, be aware that any disclosure, copying, distribution or use of the contents of this information is prohibited, and may constitute an invasion of privacy of the intended recipient. If you have received this email in error, please notify us by email immediately so that we can arrange for the retrieval of the transmission at no cost to you.

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Mark

***Attorney Mark G. Blum***

Village Attorney for the Village of Pewaukee  
Law Offices of Hippenmeyer, Reilly, Blum,  
Schmitzer & Fabian, SC  
720 Clinton St., PO Box 766  
Waukesha, WI 53187-0766  
Phone: (262) 549-8181  
Fax: (262) 549-8191  
Email: [mgbalum@hrblawfirm.com](mailto:mgbalum@hrblawfirm.com)

HIPPENMEYER, REILLY, BLUM

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**HRB**

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SCHMITZER & FABIAN, S.C.

This email transmission contains information from Hippenmeyer, Reilly, Blum, Schmitzer & Fabian S.C. which is confidential and privileged. This information is intended to be for the use of the individual or entity named in this transmission. If you are not the intended recipient, be aware that any disclosure, copying, distribution or use of the contents of this information is prohibited, and may constitute an invasion of privacy of the intended recipient. If you have received this email in error, please notify us by email immediately so that we can arrange for the retrieval of the transmission at no cost to you.

**CONTRACT NUMBER:** See Exhibit A  
**CONTRACTOR:** See Exhibit A  
**COMMON COUNCIL RESOLUTION:** 231078

**Distribution via DocuSign in this order:**

- Assisting agency signatories – Signature/final copy
- Chief (Fire or Police) – Signature/final copy
- Aaron Robinette – Initials/final copy
- Claudia Orugbani – Initials/final copy
- “Comptroller Senior Management” (see DocuSign address book) – Signature/final copy
- City Attorney (ACA Foundos) – Signature/final copy
- Andrea Fowler – final copy (no signature)

**Intergovernmental Agreement for Law Enforcement Services for the  
2024 Republican National Convention**

**I. Definitions.** The following definitions apply to this Agreement.

1. **Agreement** means this Intergovernmental Agreement for Law Enforcement Services for the 2024 Republican National Convention.
2. **Assisting Personnel** means those personnel provided by Contractor to assist Milwaukee pursuant to this Agreement.
3. **Convention** means the 2024 Republican National Convention to be held in the City presently scheduled for July 15-18, 2024.
4. **In Writing** means a written communication via the official Milwaukee email account (@milwaukee.gov) of the MPD Chief, MPD Chief of Staff, or the Chief’s designees.
5. **MPD** means the City of Milwaukee Police Department.
6. **Milwaukee** means the City of Milwaukee, Wisconsin.
7. **Parties** means Milwaukee and Contractor; **Party** means Milwaukee or Contractor.
8. **Security Plan** means the security plan developed for the Convention by the U.S. Secret Service, in consultation with the Milwaukee Police Department, the Milwaukee Fire Department, and other local, state and federal agencies.
9. **Security Grant** means the grant provided to Milwaukee by the U.S. Department of Justice and/or the U.S. Department of Homeland Security to provide security for the Convention.
10. **Contractor** means the name of the Contractor identified in Exhibit A.

**II. Background.**

1. Milwaukee has been chosen as the host city for the Convention. Milwaukee has various security obligations for the Convention pursuant to the Security Plan and an agreement between Milwaukee, the Convention host committee, and the Republican National Committee.
2. Milwaukee requires the assistance of non-Milwaukee police personnel in support of its Convention security obligations.
3. Milwaukee expects to and/or has received the Security Grant to pay for costs associated with securing the Convention, including the law enforcement services described in this Agreement.

**IV. Exhibits.** Exhibits A and B are incorporated into the Agreement, and contain information and forms specific to Contractor. Contractor agrees to provide the personnel and/or equipment listed in Exhibit B, at the times as listed in Exhibit B, and with all information required of Exhibits A and B. Contractor shall submit a “Final” version of Exhibit B at the appropriate times as specified in this Agreement.

**V. Additional Terms of Agreement.**

1. **Authority to Execute.** The Parties each represent that they, and their signatories, possess the legal authority to enter into the Agreement and to validly and legally bind their respective Party to all terms of the Agreement.
2. **Term.** The term of the Agreement shall begin on the date of final execution of the Agreement by both Parties and shall end upon the completion of all obligations of the Agreement and participation in administrative proceedings and/or criminal and/or civil trials and/or audits by Milwaukee or Federal auditors.
3. **Amount.** Contractor shall not be paid more than the amount set forth in Exhibit B titled “Total Cost,” in the section entitled “Total Request for Reimbursement” which is the estimated total cost for Contractor’s performance under the Agreement. The amount may be increased or decreased only by written amendment of the Agreement or In Writing.

4. **Payment.**

4.1 Costs Reimbursed. Contractor shall be reimbursed for costs that are all of the following, as applicable: (1) properly supported by the documentation set forth below in the section entitled “Payment Requests” and in Exhibit B; (2) included in the Agreement budget or otherwise approved In Writing; (3) for personnel time, time spent in an “on duty” status between the time Assisting Personnel check in with MPD and the time that they check out with MPD at the end of their shift, in accordance with duty assignments distributed by MPD, or in training assigned by MPD, and at the rate(s) provided in Exhibit B; (4) for transportation, mileage or airfare at current United States General Services Administration rates and policies as set forth in Exhibit B; and (5) for equipment at the rates set forth in Exhibit B and at market rate repair costs for any damage to such equipment.

4.2 Costs Not Reimbursed. Irrespective of any costs set forth in the budget, Contractor shall not be paid for any of the following:

- 4.2.1 Assisting Personnel’s time while located at their place of lodging or home or while traveling to or from their place of lodging or home to the duty station to which they are assigned by MPD or to the location of any training, unless such personnel are covered by a collective bargaining agreement, employment contract, ordinance or other law requiring them to be paid for such time and travel and documentation is provided as required below.
- 4.2.2 Costs in violation of any federal, state, or local law, regulation, or rule, or this Agreement.
- 4.2.3 Costs in violation of the terms of the Security Grant award letter to Milwaukee, which shall be provided to Contractor under separate cover and which shall be incorporated into the Agreement at the time the document is provided to Contractor.
- 4.2.4 Rates of pay that exceed the normal salary and benefits of Assisting Personnel.
- 4.2.5 Hours worked outside those established by MPD unless pre-approved In Writing. In Writing approval may be provided retroactively if Assisting Personnel are acting on a

direct command from MPD or responding to an emergency situation which, in their professional judgment, reasonably requires them to provide services outside of their assigned work hours to protect public safety. In such instances, Assisting Personnel shall seek approval from Milwaukee MPD command at the earliest reasonable time.

4.2.6 Costs of personal entertainment, miscellaneous items, additional food, or transportation beyond that provided or authorized In Writing.

4.3 Payment Requests. Payment requests shall be submitted to Milwaukee no later than September 2, 2024, and must include the following supporting documentation demonstrating that the costs being invoiced are both allowable and allocable to the grant. Failure to include this information in a payment request may result in the denial of the payment request:

4.3.1 “Final” version of Exhibit B, and all documentation required therein.

4.3.2 If requested, copies of the relevant portion of a collective bargaining agreement, employment contract, ordinance, law, requiring Assisting Personnel to be paid for travel time and overtime.

4.3.3 Such other documentation as Milwaukee may reasonably request, or which has been requested by the U.S. Department of Justice, local, state, or federal auditors.

4.3.4 If Contractor is budgeted to procure any items or services, it must follow the procurement rules set forth at 2 C.F.R. 200, and must maintain records and make such records available to Milwaukee upon request and must be sufficient to establish (1) the rationale for the method of purchase, (2) selection of the contract type, (3) contractor selection or rejection, and (4) the basis of the contract price (*see* 2 C.F.R. § 200.318(i)).

4.3.5 A completed W-9 form.

4.4 Timing of payments and recoupment.

4.4.1 Payment requests shall be reviewed in the order received. Payment is anticipated to be made within 45 days after a complete reimbursement package is received by Milwaukee. A reimbursement package is deemed to be complete after any/all requests for information made by Milwaukee to Contractor have been received and no further questions remain.

4.4.2 Final payment under the Agreement shall be predicated, at Milwaukee’s option, on a final audit of Contractor’s documentation by Milwaukee, state, or federal officials.

4.4.3 Contractor shall reimburse Milwaukee for any disbursed funds that Milwaukee, or local, state, or federal auditors determine have been misused or misappropriated, or for which such auditors determine were not properly supported or were not properly allocable to the Security Grant. Such reimbursement of funds shall be due upon Milwaukee’s written demand to Contractor.

4.5 Risk. Reimbursements under the Agreement are conditioned upon the City’s actual receipt of funds from the granting authority, and Contractor undertakes any work performed before the City’s receipt of such funds at its own risk. Irrespective of any other term of this Agreement, should City fail to be awarded a federal security grant sufficient to cover the costs of all City’s security obligations under the Security Plan, City may terminate this Agreement.

## 5. **Records, Audit, and Information Requests.**

5.1 Information requested pursuant to payment requests and audit. Contractor shall furnish Milwaukee with such statements, records, reports, data, and information as Milwaukee may reasonably request to substantiate and/or investigate the basis of payment requests, and/or to meet the requirements of Milwaukee, local, state, or federal audits.

- 5.2 **Federal Grant Record Retention Requirements.** Contractor will retain those records required by 2 C.F.R. § 200.334 for a period of three years after it receives notice from Milwaukee that Milwaukee has submitted final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.
- 5.3 **Wisconsin Public Records Law.** The Parties understand and agree that they are each Authorities under the Wisconsin Public Records Law, Wis. Stat. § 19.21, et seq. Irrespective of any other term of this Agreement, Contractor is obligated to retain Records for seven years from the date of the Record's creation. The requirements of this section are in addition to, and not in place of, the retention requirements of any other section or paragraph. This term shall survive for a period of seven years after termination or expiration of this Agreement.
6. **Security Information.** Contractor shall comply with all privilege and confidentiality requirements and procedures set forth by the U.S. Department of Homeland Security, the U.S. Secret Service or any other governmental entity. If Contractor has custody of a record (broadly construed to include paper or electronic formats) that contains details of security arrangements or investigations relevant to the Convention, Contractor shall, as soon as practical and without delay, notify Milwaukee of any request to disclose such record.
7. **Choice of Law and Venue.** The Agreement shall be governed by and construed, interpreted and enforced in accordance with the laws of the State of Wisconsin. Contractor and Wisconsin agree that for any claim or suit or other dispute relating to the Agreement that cannot be mutually resolved, jurisdiction and venue shall be in an appropriate court of competent jurisdiction sitting in Milwaukee County, Wisconsin. Contractor agrees to submit itself to the jurisdiction of said courts, to the exclusion of any other court that may have jurisdiction over such a dispute according to any other law, except that, if another party obtains jurisdiction over Milwaukee for claims or other actions involving or related to the Agreement in a different forum or venue, Contractor agrees that it shall submit to the jurisdiction of such forum or venue.
8. **Liability.** Except as otherwise provided in this Agreement, each Party agrees that it will be responsible for its own acts and/or omissions and those of its Assisting Personnel, officials, employees, representatives, and agents in carrying out the terms of this Agreement to the extent authorized by law and shall not be responsible for the acts and/or omissions of the other Party.
9. **No Waiver.** Irrespective of any term of this Agreement, nothing contained in this Agreement shall waive or amend, nor be construed to waive or amend any privilege, defense, limitation of liability, or immunity that either Party, their respective officials, agents, or employees may have under any applicable federal, state, local, or common law.
10. **Sam.gov profile.** Contractor is required to maintain an active profile on SAM.GOV and a Unique Entity Identification number during the term of the Agreement.
11. **Independent legal entities and employment.**
- 11.1 **Independent Legal Entities.** Contractor is an independent legal entity, and neither Contractor, nor Contractor's employees, agents, and/or Assisting Personnel are employees of City, nor are they entitled to any fringe benefits or any other benefits to which City's salaried employees are entitled to or are receiving. Personal income tax payments, social security contributions, insurance, and all other governmental reporting and contributions required as a consequence of Contractor receiving payment under this Agreement shall be the sole responsibility of Contractor. City and Contractor form no joint venture or legal partnership under this Agreement.

- 11.2 Assisting Personnel Remain Employees of Contractor. Contractor acknowledges and affirms that Contractor remains fully responsible for any and all obligations as the employer of its Assisting Personnel, including among other things: responsibility for the payments of: (i) earnings; (ii) overtime earnings; (iii) withholdings; (iv) insurance coverage; (v) workers' compensation; (vi) death benefits; (vii) medical and legal indemnity where lawful and appropriate; and (viii) all other requirements by law, regulations, ordinance, or contract. Assisting Personnel remain employees of Contractor. Contractor shall be responsible for the payment of any compensation or death benefits to Assisting Personnel who are injured or killed while providing services to City under the terms of this Agreement. Contractor does not waive their right to reimbursement and may submit for reimbursement as outlined in Wis. Stat. § 66.0513.
12. **Indemnification.** The City shall indemnify Contractor and Assisting Personnel for liability to third parties incurred while Assisting Personnel are acting within the scope of their employment to fulfill the terms of this Agreement to the extent required by Wis. Stat. § 66.0313.
13. **Notices.** Any notices to be given under these terms and conditions unless otherwise stated shall be submitted via certified mail, return receipt requested, and shall be deemed delivered upon receipt of electronic delivery notice to the persons at the addresses identified "Contractor Contact Information" and "Milwaukee Contact Information" in Exhibit A.
14. **Remedies for noncompliance.** If Contractor fails to comply with any term of the Agreement Milwaukee may take one or more of the following actions:
- 14.1 Temporarily withhold reimbursement pending correction of the deficiency or breach;
  - 14.2 Deny both use of funds for all or part of the activity or action not in compliance;
  - 14.3 Wholly or partially suspend the Agreement;
  - 14.4 Withhold further reimbursement;
  - 14.5 Terminate the Agreement;
  - 14.6 Take other remedies that may be legally available.
15. **Termination.**
- 15.1 Termination by Milwaukee. Milwaukee may terminate the Agreement at any time for any reason upon written notice to Contractor. Contractor will be reimbursed for its costs to date of termination and non-cancelable obligations properly incurred as set forth in the Agreement budget prior to the date of termination under the following circumstances: (1) such costs are properly documented as required in the Agreement; (2) such costs do not exceed the amount allowed under the Agreement; and (3) a report of progress to date of termination has been submitted to Milwaukee. Upon notice of termination, Contractor shall cease to incur or obligate new costs under this program. Milwaukee may terminate the Agreement without payment of costs if Contractor fails to comply with or perform any material term, condition, or obligation contained in the Agreement, and either such breach cannot be cured or, if such breach may be cured, Contractor fails to cure such breach within seven (7) calendar days after Milwaukee provides Contractor with notice of such failure.
- 15.2 Termination by Contractor. Contractor may terminate the Agreement if Contractor is not able to both fulfil the terms of the Agreement and ensure the public safety of its own jurisdiction due to an emergent circumstance. Upon Contractor's termination of the Agreement, Contractor shall fully refund to Milwaukee all costs, funds, or other prepayments that Milwaukee may have paid to Contractor pursuant to the Agreement (if any). Contractor shall be reimbursed according to

the procedures set forth in the Agreement for costs incurred during any provision of Agreement services to Milwaukee. Contractor shall provide notice of termination to Milwaukee as soon as practical upon discovery of conditions requiring the termination.

16. **Amendment.** The Agreement may be amended only by joint written agreement between the Parties.
17. **Headings.** The captions and headings of paragraphs and sections in this Agreement are for convenience of reference only and shall not be construed as defining or limiting the terms.
18. **Survival.** The terms of the Agreement and any exhibits and attachments that by reasonable implications contemplate continued performance, rights, or compliance beyond expiration or termination of the Agreement survive the Agreement and will continue to be enforceable.
19. **Lobbying.** Contractor agrees that no federal appropriated funds have been reimbursed or will be reimbursed, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement. Funds provided pursuant to the Agreement may not be used to influence federal contracting or financial transactions.
20. **Debarment.** By executing the Agreement, Contractor certifies neither it, nor any of its respective principals are debarred, suspended, or proposed for debarment for federal financial assistance (e.g. General Services Administration's List of Parties Excluded from Federal Procurement and Non-Procurement Programs), and that Contractor will not enter into any transactions with any subrecipients, contractors, or any of their principals who are debarred, suspended or proposed for debarment using funds provided by this Agreement. Contractor agrees that it will take all steps necessary to ensure that it and its respective principals do not become debarred, suspended or proposed for debarment for federal financial assistance. If Contractor becomes debarred, it will immediately notify Milwaukee, and such debarment may be grounds for termination of the Agreement.
21. **Entire agreement, amendments, severability.**
  - 21.1 Entire Agreement. The Agreement constitutes the entire agreement between Milwaukee and Contractor concerning its subject matter and supersedes all prior agreements, discussions, representations, warranties and covenants between them concerning the subject matter of the Agreement.
  - 21.2 Severability. If any term of the Agreement is, to any extent, held invalid or incapable of being enforced, such term shall be excluded only to the extent of such invalidity or unenforceability. All other terms of the Agreement shall remain in full force and effect and, to the extent possible, the invalid or unenforceable term shall be deemed replaced by a term that is valid and enforceable and that comes closest to expressing the intention of such invalid or unenforceable term as determined by Milwaukee.
22. **Certifications and incorporation of federally required terms.** The following terms and conditions are incorporated into the Addendum:



- 22.1 Amendment Permitted. This list of federally required contract terms may be amended by Milwaukee in the event that the Security Grant contains additional required terms.
- 22.2 Record Retention. Contractor certifies that it will comply with the record retention requirements detailed in 2 C.F.R. § 200.334. Contractor further certifies that it will retain all records as required by 2 C.F.R. § 200.334 for a period of three (3) years after the Term.
- 22.3 Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended. If this Agreement exceeds one hundred fifty thousand dollars (\$150,000), Contractor must comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency (the U.S. Department of Justice) and the Regional Office of the Environmental Protection Agency (EPA).
- 22.4 Energy Efficiency. Contractor certifies that it will be in compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).
- 22.5 Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). If the Agreement exceeds one hundred thousand dollars (\$100,000), Contractor certifies that:
- 22.5.1 No federal appropriated funds have been paid or will be paid, by or on behalf of Contractor, to any person for influencing or attempting to influence an officer or employee of an agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 22.5.2 If any funds other than federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of an agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, Contractor shall request from Milwaukee and provide, completed, to Milwaukee the "Disclosure Form to Report Lobbying," in accordance with its instructions as amended by "Governmentwide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96).
- 22.5.3 Contractor shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-contractors shall certify and disclose accordingly.
- 22.5.4 This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction by 31 U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than ten thousand dollars (\$10,000) and not more than one hundred thousand dollars (\$100,000) for each such

failure. Contractor certifies and affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, et seq., apply to this certification and disclosure, if any. FAR 52.203-12, "Limitation on Payments to Influence Certain Federal Transactions" is hereby incorporated by reference into this certification.

22.6 DHS Seal, Logo, and Flags. Contractor shall not use the Department of Homeland Security (DHS) seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific Federal Emergency Management (FEMA) pre-approval.

22.7 Federal Government is Not a Party. The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to any party pertaining to any matter resulting from the Agreement.

22.8 Domestic preferences for procurements. Pursuant to 2 C.F.R. §200.322, as appropriate and if applicable, and to the extent consistent with law, Contractor should, to the greatest extent practicable under the Agreement, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subcontracts and purchase orders for work or products under the Agreement.

22.9 Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment. Contractor shall not knowingly use funds under this Agreement to purchase, or enter into subcontracts to purchase, any equipment, services, or systems that use telecommunications equipment or services as a substantial or essential component of a system that is subject to 2 C.F.R. § 200.216. In the event Contractor identifies covered telecommunications equipment or services that constitute a substantial or essential component of any system, or as critical technology as part of any system that is subject to 2 C.F.R. § 200.216, during Agreement performance, Contractor shall alert Milwaukee as soon as possible and shall provide information on any measures taken to prevent recurrence.

22.10 Prohibition on confidentiality agreements. Contractor may not require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

22.11 All terms found in 2 C.F.R. § 200, Appendix II, if not incorporated elsewhere in this Addendum.

## **23. Organizational Structure and Law Enforcement Procedures.**

23.1 Unified Incident Command. At all times while operating under this Agreement, Assisting Personnel shall be subject to the structure of supervision, command, and control coordinated by MPD through a unified incident command structure, irrespective of the rank or job title normally held by any member of Assisting Personnel within their own agency.

23.2 Lead Local Law Enforcement Agency and Assignments. MPD is the lead local law enforcement agency for purposes of the Convention Security Plan. The Milwaukee Police Chief, or their designee, will communicate the specific assignments for Assisting Personnel to

Contractor's commanding officer. Should Contractor object to any specific assignment, it shall make an objection to MPD and MPD shall reasonably attempt to accommodate the objection. The decision of the MPD regarding the objection and the requirements of the Security Plan shall control.

- 23.3 Policies and Law to Apply. Assisting Personnel will abide by applicable MPD policies, the lawful commands of the MPD Chief of Police and their designees, City of Milwaukee Municipal Code of Ordinances, Wisconsin law, and the United States Constitution. Rules of engagement and applicable standard operating procedures are available at <https://milw.sharepoint.com/:f:/r/sites/MPDRNCInformationCenter/Shared%20Documents/General?csf=1&web=1&e=KpTEFq> (see "Outside Agency Documents" → "Files" → "Wisconsin Intergovernmental Agreements Documents" folder) and must be complied with at all times by Assisting Personnel. All other documents are available from Milwaukee upon request. To activate this link, and access these documents, please request access by contacting the MPD RNC Planning Unit by email at [MPD\\_RNC2024@milwaukee.gov](mailto:MPD_RNC2024@milwaukee.gov) or by telephone at (414) 935-7171.
- 23.4 Police Authority. Most Assisting Personnel duty assignments shall include the assignment of at least one MPD officer. Should an arrest or stop be required, the MPD officer shall conduct the arrest, and Assisting Personnel shall assist as directed. Assisting Personnel shall not conduct arrests or stops unless required to do so by emergent circumstances in which an MPD officer is not available or capable of conducting the arrest or stop. In such cases, the arresting officer shall include an MPD officer at his/her earliest opportunity and shall provide that MPD officer with all relevant and/or requested information. This Agreement is a request for assistance pursuant to Wis. Stat. §§ 66.0301 and 66.0313, pursuant to which a responding Wisconsin officer may assist with an arrest, notwithstanding any other jurisdictional provision.
- 23.5 Conformance to Security Plan. All functions and duties to be performed by Assisting Personnel shall conform to the Security Plan, as relayed by the MPD Chief of Police and their designees.

#### **24. Assisting Personnel and Responsibilities.**

- 24.1 Assisting Personnel to Participate in Training. Upon reasonable advance written notification from MPD, Assisting Personnel shall participate in Convention training activities (whether in person or online) that are coordinated by MPD. MPD shall make reasonable efforts to coordinate the training schedule with Contractor.
- 24.2 Services Limited. Assisting Personnel shall only provide services in which they are already experienced and for which they are licensed or certified under the law of Contractor.
- 24.3 Field Operations Guide. MPD presently expects to provide a Field Operations Guide to Assisting Personnel as they arrive in Milwaukee, with which Assisting Personnel shall comply at all times while functioning under the terms of the Agreement.
- 24.4 Assisting Personnel to Participate in After Action Activities. At the request of Milwaukee, Contractor shall reasonably provide information, participate in debriefings, respond to information requests required for insurance or audit purposes, and reasonably aid Milwaukee in the prosecution or defense of any civil or criminal proceedings related to Contractor's performance under the Agreement or in any matter in which Assisting Personnel or Contractor is identified by Milwaukee as a witness. Such assistance shall include the provision of personnel or other records in administrative, criminal, and/or civil proceedings as reasonably requested by Milwaukee.

- 24.5 Assisting Personnel Criteria. Each Assisting Personnel provided by Contractor shall meet each of the following criteria:
- 24.5.1 Be licensed or certified as a law enforcement officer or equivalent by Contractor.
  - 24.5.2 By reason of experience, training, and physical fitness, be qualified and capable of performing the duties required of an active duty licensed or certified police officer assigned to an event of the Convention's size and scope.
  - 24.5.3 If assigned to the Major Incident Response Team, have completed Mobile Field Force training or its equivalent and other training as required by MPD or the United States Secret Service.
  - 24.5.4 Employed as a licensed or certified non-probationary officer with at least 1 year of service by Assisting Governmental Unit and be an officer in good standing at all times until the completion of the Convention.
  - 24.5.5 Have not been (i) sued in an individual capacity and adjudicated as liable for violations of the U.S. Constitution, or (ii) have sustained complaints for the use of excessive, unreasonable or unnecessary force within the last five years.
- 24.6 Declining Personnel. At any time, Milwaukee may decline assignment or deployment of any Assisting Personnel without cause or explanation. In the event such personnel are declined through no fault of Contractor or Assisting Personnel, Milwaukee shall reimburse Contractor for any costs budgeted for under the Agreement and already incurred.
- 24.7 Assisting Personnel Equipment.
- 24.7.1 Each Assisting Personnel shall be equipped by Contractor at Contractor's own expense with a seasonally appropriate patrol uniform and equipment, including service belt, service weapon, radio, and personal soft ballistic body armor. Assisting Personnel shall not bring to their assignments any chemical or other non-lethal munitions except as authorized by MPD via the sanctioned equipment list described below.
  - 24.7.2 A complete, sanctioned, equipment list is will be provided to Contractor at least sixty (60) days before the Convention. Any equipment, gear, service weapons or munitions that are not included on the equipment list may not be used by Assisting Personnel as part of their assignments unless MPD consents to the use of such In Writing.
  - 24.7.3 Assisting Personnel may not bring or utilize any demo equipment provided at low or no cost by a supplier seeking to demonstrate new equipment.
25. **Milwaukee Responsibilities.** In addition to Milwaukee's lead law enforcement agency responsibilities for the Convention, Milwaukee will provide the following:
- 25.1 Training. Training for Assisting Personnel, as and if determined necessary by MPD or the United States Secret Service.
  - 25.2 Lodging and Food. Milwaukee will provide lodging for Assisting Personnel whose home agency is located more than 50 road miles outside of Milwaukee. Milwaukee will also provide a per diem for all Assisting Personnel for those times that they are stationed in Milwaukee, as specified in Exhibit B. Any expenditures for food or lodging outside of those provided by Milwaukee shall be at Assisting Personnel or Contractor's own expense.
26. **Discipline / Probable Cause Matters.** Milwaukee shall refer disciplinary matters involving Assisting Personnel to Contractor. Based on the judgment of Milwaukee, if a particular matter represents

probable cause for the issuance of a criminal complaint, then such matter shall be referred directly to MPD or an external law enforcement agency for investigation with appropriate notice to Contractor.

**IN WITNESS WHEREOF**, the City and Contractor have fully executed this Agreement as of the date of the final signature below:

CITY OF MILWAUKEE,  
A Municipal Corporation

By Its Milwaukee Police Department

By: \_\_\_\_\_  
Chief Jeffrey B. Norman

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

CONTRACTOR: See Exhibit A

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

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

Countersigned:

\_\_\_\_\_ Date: \_\_\_\_\_  
(City Comptroller)

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

\_\_\_Initials (Comptroller Staff)

\_\_\_Initials (Comptroller Staff)

Examined and approved as to form and execution this \_\_\_ day of  
\_\_\_\_\_, 2024.

\_\_\_\_\_  
Assistant City Attorney



To: Jeff Knutson, President  
Village Board

From: Scott A. Gosse  
Village Administrator

Date: May 15, 2024

Re: Agenda Item 8e, Possible Action on Scheduling Special Village Board Meetings for Strategic Plan Update Workshops

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### **BACKGROUND**

Craig Roberts has requested that the Village Board consider scheduling two special Village Board meetings to review and provide guidance on the development of the Strategic Plan update. The intent is to have "final" versions of the Environmental Scan, the Feedback Sessions and the Survey Results prior to the first workshop. Craig indicates that the information from all three documents should provide the basis to create Objectives, Strategies and Tactics.

### **ACTION REQUESTED**

The action requested of the Village Board is to schedule a special meeting the week of June 10<sup>th</sup> and the week of June 24<sup>th</sup> to develop the update to the Village's strategic plan.

### **ANALYSIS**

The request is to look at the weeks of June 10<sup>th</sup> and June 24<sup>th</sup> for special meetings (one each week – both weeks work for Craig). The goal of the first meeting would be to begin identifying Objectives/Strategies/Tactics with the goal of the second meeting to focus on refining the aforementioned, assigning tasks and setting timelines.



To: Jeff Knutson, Village President  
Village Board

From: Cassie Smith  
Village Clerk

Date: May 17, 2024

Re: Agenda Item \_\_\_\_\_, Discussion and Possible Action on Transient Merchant Applications

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**BACKGROUND**

The Village Board is the ruling body responsible for approving Transient Merchant applications. Approved permits are issued for 60 days from the date of approval by the Village Board.

**ACTION REQUESTED**

To approve the Transient Merchant Permit application listed below for the period of May 22, 2024, through July 21, 2024 (60 Days):

Thomas Hackey  
Jacob Patton

Dante Muriel  
Peter Lucitt

The above transient merchant applicants are proposing door-to-door sales for pest control.

**ANALYSIS**

The above applicants have applied for a Transient Merchant permit to sell Renewal by Anderson window installations door-to-door. The applicants would be soliciting homeowners for pest control services.

A background check has been completed through the Department of Justice website and the applicant meets the requirements to hold a Transient Permit in the Village of Pewaukee.

Staff recommends approval of the license(s) as noted above.





To: Jeff Knutson, Village President  
Village Board

From: Cassie Smith  
Village Clerk

Date: May 17, 2024

Re: Agenda Item 8g, Discussion and Possible Action on Appointing a New Agent for Liquor License Holder Beachside Boat and Bait

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**BACKGROUND**

The Village Board is the ruling body responsible for approving applications for change of Agents for Liquor License Holders.

**ACTION REQUESTED**

To approve **Alyssa Neuleib** as the new agent for Beachside Boat and Bait, LLC, 129 Park Ave, Pewaukee, WI.

**ANALYSIS**

The applicant listed above is being presented for approval. A current background check has been performed and the applicant meets the requirements to hold a license in the Village of Pewaukee.

Staff recommends approval of the license as presented.



To: Jeff Knutson, Village President  
Village Board

From: Cassie Smith  
Village Clerk

Date: May 16, 2024

Re: Agenda Item 8h, Premise Change for Alcohol License Holder for Beach House  
Bistro and Trattoria.

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### **BACKGROUND**

The Village Board is the ruling body responsible for approving premise description changes for all alcohol license holders. L Lazar Konda has been approved via CUG to operate a Pizza and salad restaurant from his already licensed premise in suite 1J. Both locations are under the same ownership but have different DBA's. The owner would like to have the ability to serve alcohol under one license at both premises. State statutes require that the area be contiguous.

### **ACTION REQUESTED**

The action of the Village Board is to consider an amendment to expand the premise description for Beach House Bistro located at 161 W Wisconsin Ave, Pewaukee, WI 53072

**The current premise description** is "ALCOHOL TO BE SOLD, CONSUMED AND STORED INSIDE 161 W WISCONSIN AVE STE: **IJ** AND INSIDE THE FENCED AREA ON THE PATIO. STORAGE WILL BE BEHIND THE BAR AND ON THE SHELVING BY THE KITCHEN. RECEIPTS BEHIND THE BAR."

**The proposed premise description reads:** "ALCOHOL TO BE SOLD, CONSUMED AND STORED INSIDE 161 W WISCONSIN AVE STE: **IJ** AND **1J** INSIDE THE FENCED AREA ON THE PATIO. BOTH LOCATIONS ARE CONTIGUOUS THROUGH THE BACK KITCHENS. RECEIPTS ARE KEPT BEHIND THE BAR. *See attached map.*"

### **ANALYSIS**

The Village Board has the discretion to approve and deny licenses.





To: Jeff Knutson, President  
Village Board

From: Scott A. Gosse  
Village Administrator

Date: May 15, 2024

Re: Agenda Item 8j, Discussion and Possible Direction on Contract Planner Review Process

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**BACKGROUND**

Responses to the Request for Qualifications for Contract Planning Consultant Services are due by 4PM CST on Tuesday, May 21, 2024. Staff is seeking guidance on if the Village Board would be comfortable with staff working with the Village President to assemble an ad hoc team to review and evaluate submittals received and interview prospective firms with the team making a recommendation to the Village Board for a final selection.

**ACTION REQUESTED**

The action requested of the Village Board is to provide direction on the feasibility of the aforementioned plan for moving forward with the review and a recommendation to the Village Board for Contract Planning Consultant Services.



To: Jeff Knutson, President  
Village Board

From: Scott A. Gosse  
Village Administrator

Date: May 16, 2024

Re: Agenda Item 8k, Discussion and Possible Action on Authorizing the Village President to Provide Direction on Financing Plan to the Village Financial Advisor Regarding Tax Increment District #4 Related Debt Issuance

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### **BACKGROUND**

The Village entered into a Developer Agreement (copy attached) with Riverside 321 Partners, LLC for the subdivision development known as Riverside Preserve located at former address of 321 Riverside Drive (location of the former River Hills Nursing Home). The Development Agreement included the creation of Tax Increment District No. 4 as a Blight Elimination Tax Increment Financing District (TID #4). The TID #4 Project Plan included six (6) different projects within the Project Plan that would provide for up to \$1,942,950 in possible TID Grants provided certain conditions were met.

### **ACTION REQUESTED**

The action requested of the Village Board is to authorize the Village President to provide direction on financing plan to the Village Financial Advisor regarding Tax Increment District #4 related debt issuance and return to the Village Board with the recommended plan at a future meeting.

### **ANALYSIS**

The Developer has now submitted paid invoices with lien waivers in an amount of \$2,036,000 of which the Project Plan allows for up to \$1,942,950 in reimbursement. When the Development Agreement was approved in April 2023, the amount of \$1,942,950 showed a positive cash flow when analyzed on market conditions at that time (tax rate & estimated interest rate on the proposed financing plan). The Village and Financial Advisor for the Village obviously did not know when the Developer would be submitting for the TID reimbursement and what the market and tax rate conditions would be at the time of the financing request and thus Article II, Paragraph B of the Development Agreement (page 11 of the Agreement) was included in the Development Agreement. Specifically, the pertinent section in the aforementioned paragraph reads as follows: "If at the time the Village adopts its TIF borrowing resolution, the Village Board concludes that the TID will not positively cash flow, the Village Board, in its sole discretion, shall reduce the borrowing so that the TID does positively cash flow."

At this time, the initial cash flow proforma provided by the Village's Financial Advisor indicates that the full amount allowed for reimbursement does not positively cash flow. Staff met with the Village President to apprise President Knutson of this matter. President Knutson is requesting that the Village Board provide him with the authority to work with staff, the Financial Advisor and others with knowledge of the Development Agreement to review financing options that would meet within the framework of Article II, Paragraph B of the Development Agreement and be allowed to provide direction to the Financial Advisor to regarding the Tax Increment District #4 related debt issuance. President Knutson and staff would then return to the Village Board at a future Village Board meeting, likely the June 4<sup>th</sup> meeting, with a proposed borrowing resolution that fits within the framework of the Development Agreement for the Village Board to consider.

Attachments

**Developer Guaranty Agreement  
321 Riverside**

Document Number

Title of Document

The property affected by the attached Developer Guaranty Agreement is legally described on the attached Exhibit A.

4716884

REGISTER OF DEEDS  
WAUKESHA COUNTY, WI  
RECORDED ON

April 24, 2023 02:58 PM  
James R Behrend  
Register of Deeds

67 PGS  
TOTAL FEE:\$30.00  
TRANS FEE:\$0.00

Book Page -



Record this document with the Register of Deed.

Name and Return Address

Atty. Mark G. Blum  
PO Box 766  
Waukesha WI 53187-0766

*PWV 0925038*

(Parcel Identification Number)

*Drafted By:*

Attorney Mark G. Blum  
Hippenmeyer, Reilly, Blum,  
Schmitzer, Fabian & English, S.C.  
720 Clinton St., PO Box 766  
Waukesha, WI 53187-0766  
Phone: (262) 549-8181  
Email: [mgbлум@hrblawfirm.com](mailto:mgbлум@hrblawfirm.com)



## DEVELOPMENT AGREEMENT

This Development Agreement (hereinafter "Agreement") is made and entered into this 20 day of April, 2023 by and between Riverside 321 Partners, LLC, a Wisconsin limited liability company (hereinafter referred to as the "Developer") and the VILLAGE OF PEWAUKEE, a Wisconsin municipal corporation (hereinafter referred to as the "Village").

### R E C I T A L S

WHEREAS, the Developer desires to redevelop the property located at 321 Riverside Drive, Pewaukee, legally described on the attached Exhibit A (hereinafter the "Property"); and

WHEREAS, the Village has found that the Property is blighted within the meaning of Wisconsin Statute Sec. 66.1105; and

WHEREAS, the Village has approved a Blight Elimination Tax Increment Financing District (hereinafter "TID"), which includes a Project Plan for the redevelopment of the Property (hereinafter the "Project Plan"), which is attached as Exhibit B;

WHEREAS, the Project Plan contemplates the construction of single-family detached dwelling units (hereinafter each being a "Dwelling Unit" and collectively being the "Dwelling Units") on the Property in accordance with the final site and development plan approved by the Village (hereinafter "Final Plat"), which Dwelling Units are collectively referred to as the "Development"; a copy of the approved Preliminary Plat for the Property is attached hereto as Exhibit C.

WHEREAS, the Project Plan also identifies improvements to be made to the Property to remediate the blight that currently exists on the Property inclusive of demolition of the existing nursing home structure on the Property, the remediation of asbestos containing materials on said Property, the fill of the Property post-demolition, any necessary dewatering in the event groundwater is encountered in said excavation, sitework stabilization of wet soils, and the importing of structural fill, which improvements are further described in the Project Plan; and

WHEREAS, the Village desires to encourage economic development, eliminate blight and expand the Village's tax base within the TID and upon the Property; and

WHEREAS, the Village finds the development of the Property and the fulfillment of the terms and conditions of this Agreement will further such goals, which are vital and in the best interests of the Village and its residents, and will serve a public purpose in accordance with State and Local Law; and

WHEREAS, the development of the Property would not occur without the benefits to be provided to the Developer as set forth in this Agreement.

WHEREAS, the Village Board of the Village of Pewaukee approved this Agreement at its meeting on April 5, 2023 and authorizes its execution by the appropriate Village Officials on the Village's behalf; and

WHEREAS, the Developer has approved this Agreement and authorized its execution by the appropriate representatives on its behalf; and

NOW, THEREFORE, in consideration of the Recitals, which are hereby incorporated as though fully set forth herein, and the terms and conditions set forth herein, the parties do hereby covenant and agree as follows:

**ARTICLE I**  
***Project and Developer Obligations***

Subject to satisfaction of the conditions set forth in this Agreement and in all instances subject to a force majeure event as hereinafter defined, the Developer shall perform the following:

A. On or before June 1, 2023, complete the demolition of the existing improvements located on the Property (the "Improvement No. 1") in a manner that supports the orderly implementation of the Development.

B. Within thirty (30) days after the Village's issuance of a grading permit for the Property, the Developer shall commence construction of the project infrastructure including but not limited to erosion control plan, storm water management plan, grading, landscaping, storm sewer, sanitary sewer, water, sidewalks, street trees, erosion control and road improvements (collectively the "Project Infrastructure") in accordance with the plans and specifications approved by the Village and in accordance with applicable state statutes, administrative Code provisions and Village ordinances (the "Final Project Infrastructure Plans and Specifications"). The Developer agrees to complete the Project Infrastructure in accordance with the Final Project Infrastructure Plans and Specifications so that the Project Infrastructure is accepted by the Village by December 1, 2023. (Through this Agreement, the phrase "complete the Project Infrastructure", or similar references thereto, shall specifically exclude installation of the binder course and final lift of asphalt, both of which shall be installed per Subsection I. below). Copies of the Final Project Infrastructure Plans and Specifications shall be retained with the Village, and are attached hereto as Exhibit D. Exhibit D shall reference that the Developer shall install public sidewalk to Village specifications along the southside of Ridgeway Drive from Sunset Drive to Riverside Drive. With regard to streetlights, a WEPCO streetlight shall be installed by Developer at the Developer's expense at the intersections of Riverside Drive and Waterstone Court; at Waterstone Court and Oxbow Court; and the Waterstone Court cul de sac. Said plans shall provide that one street tree is to be installed by the Developer, at the Developer's expense, in the public terrace area in front of each new lot with frontage along Ridgeway Drive and/or Riverside Drive. Along internal streets, each lot must have a tree that meets street tree specifications planted in the private front yard within 10 months of the home occupancy.

C. The parties acknowledge that the assessed value for the Property as of January 1, 2022 is \$479,000.00. Developer agrees to complete construction of improvements on the Property as depicted in the approved Preliminary Plat (Exhibit C), such that there shall be an increase in the total assessed value of the Property by January 1, 2025 of \$2,560,000.00. In addition, the Developer agrees to complete construction of improvements as part of the Preliminary Plat



(Exhibit C) such that the tax assessed value for the Property by January 1, 2026 will have increased by a total of \$6,640,000.00 as compared with the January 1, 2022 assessed value for the Property. In addition, the Developer agrees to complete construction of improvements as part of the Preliminary Plat (Exhibit C) such that the tax assessed value for the property as of January 1, 2027 will have an increased by a total of \$10,810,000.00 as compared with the January 1, 2022 assessed value for the property. In addition, the Developer agrees to complete construction of improvements as part of the Preliminary Plat (Exhibit C) such that the tax assessed value for the Property by January 1, 2028 will have increased by a total of not less than \$15,060,000.00 as compared with the January 1, 2022 value for the Property.

D. The Developer agrees to invest such sums as are necessary to complete the construction of the Project Infrastructure in accordance with the Final Project Infrastructure Plans and Specifications to include the following:

1. The abandonment of the 21 existing sanitary sewer laterals in Riverside Drive and/or Ridgeway Drive. {NOTE: The Village and Developer need to work out whether the sewer will be re-lined or whether each lateral will be abandoned.}
2. Removal of existing onsite sanitary sewer lines on the Property.
3. Installation of 24 water and sewer connections in the existing streets and restore the water and sewer connections. Specifically, as described in Exhibit D, ten lots along Ridgeway Drive will be served with water and sewer laterals, and two lots along Riverside Drive shall be served with water and sewer laterals.
4. Install internal water and sewer lateral connections as are necessary for the construction of Development.
5. Construct new internal water mains and sanitary sewer mains, as well as storm sewer and streets within the Property.
6. Mill and resurface the entire width of Ridgeway Drive and Riverside Drive from a point that is located near the manhole north of proposed Lot 1 with the exact location to be determined in the field by agreement of the Village Engineer and the Developer's representative prior to construction. The milling and resurfacing will continue through the intersection of Ridgeway Drive and Riverside Drive, and south on Riverside Drive to a point near proposed Manhole No. 6.0 with the exact location to be determined in the field by agreement of the Village Engineer and the Developer's representative.
7. Install sidewalks and street trees in accordance with the Final Project Infrastructure Plans and Specifications and as noted in Article I, Paragraph B above.
8. Construct storm sewer and storm water management facilities in accordance with the approved Storm Water Management Plan.

9. Complete site grading and erosion control in accordance with the Erosion Control and Grading Permits issued by the Village.
10. Landscape the site in accordance with the Final Project Infrastructure Plans and Specifications. See Article I, Paragraph B above. Each individual property owner will need to meet the street tree planting requirements, as well as any landscaping requirements related to stormwater areas and stormwater improvements as noted in the approved Storm Water Management Plan.

E. All the improvements set forth in this section shall be completed in accordance with the State of Wisconsin Building Codes, the Village of Pewaukee PSC Water Tariff, Village of Pewaukee Specifications and State of Wisconsin and Waukesha County Code provisions and ordinances. Said construction will be solely at the expense of the Developer, except to the extent that cost reimbursement will be made by the Village in accordance with the Project Plan for the TID.

F. Intentionally Deleted. [already covered in Section B above]

G. The Developer agrees to construct the single-family detached dwelling units on the Property in accordance with the final site and development plans approved by the Village (Exhibit D) and subject to Article I paragraph B above which single-family units are collectively referred to as the "Development." As part of the Development, the Developer shall be responsible for the total cost of the construction of the public roads. The Developer further agrees to construct all other elements of the Project Infrastructure, which shall all be constructed at the expense of the Developer in accordance with the applicable State Statutes, Administrative Code provisions, Village Ordinances and the final approved Project Infrastructure Plans and Specifications.

H. All Project Infrastructure shall be surveyed, and record drawings shall be provided to the Village upon completion and before the release of the construction surety. The Developer shall retain ownership of all the Project Infrastructure as described in the Final Project Infrastructure Plans and Specifications with the exception of the public roads, sidewalks, street trees, storm sewer, sanitary sewer and water mains which shall be dedicated to the Village upon completion in accordance with the Final Project Infrastructure Plans and Specifications as further described in Paragraphs B above. The Village shall not be required to accept dedication until the public roads, sidewalk, street trees, storm sewer, sanitary sewer and water mains are completed in accordance with the Final Project Infrastructure Plans and Specification and further until the water mains are pressure tested to show that they meet Village specification and until a safe water test is provided. The requirement for street trees shall be the responsibility of the property owner as described above. The dedication of the sewer mains shall not be accepted until they are completed in accordance with the Final Project Infrastructure Plans and Specifications and the Developer provides a video recording of the sewer main documenting that compliance, as well as the absence of ground water intrusion. The Developer shall perform its development obligations in accordance with the Final Project Infrastructure Plans and Specifications approved by the Village Board.

I. Pavement on all streets within the Development shall be constructed to the established current standards and/or specifications of the Village. Subject to the limitations set

forth in Article I Paragraph B, sidewalks shall be constructed throughout the Development as provided for in the approved Final Project Infrastructure Plans and Specifications. Sidewalks shall be constructed to current standards and/or specifications of the Village. The Developer agrees to construct, complete and have dedicated and accepted by the Village within the later of (i) two (2) construction seasons ending November 1 of the second (2<sup>nd</sup>) such construction season, or (ii) 18 months from the initial pre-construction meeting between the Developer and the Village Official/Employees. . The timing of the deadline for the installation of the final lift of asphalt on the streets to be publicly dedicated shall be reviewed not less than three (3) winter seasons after the installation of the binder course of asphalt, or upon the issuance of the Occupancy Permits for 80% of the residences within the Development, whichever is the earlier date. At that time the Village will establish the deadline for the installation of the final list of asphalt. The Developer shall notify the Village Engineer, in writing, of the dates of installation of the binder course and the final lift. The Village Engineer shall inspect the installation of the binder course and the final lift of asphalt.

J. The Village will perform normal snow and ice removal work on platted public streets after the binder course of asphalt has been installed contingent upon the Developer, at the Developer's expense, completing the wedge binder along curb flange and setting the manholes and valve boxes to binder elevation per the Village standard specifications. No mounding of asphalt shall be used. Prior to installation of the final lift of asphalt, all damage to the curbs, gutters and other improvements shall be repaired by the Developer. Upon placement of the final lift of asphalt, rings shall be installed for the manholes and valve boxes to bring them up to grade per the Village standard specifications.

K. The Developer shall lay Number Two Stone in the initial fifty (50') feet of road at each unpaved road entrance to the Development to assist in the removal of excess mud and debris prior to construction vehicle egress from the Property. In the event the laying of the stone at the exits does not accomplish the removal of excess mud and debris, then it is specifically understood and agreed to by the Developer that the Developer shall be responsible, at the Developer's expense for cleaning mud and debris from the roads at least daily. If the Developer does not clean up the streets within 24 hours after receiving notice from the Village that the condition of the roadway is unacceptable due to the presence of mud, dirt, stone or debris the Village may do so, but shall bill the Developer for its costs. Developer shall be responsible for the damage to any public roadways which may occur as a result of construction traffic upon receipt of notification of the damage.

L. The Developer further agrees to pay for the installation of the publicly dedicated sanitary sewer and water main to serve the residents within the Development, which work will be performed in accordance with the Village's Development Standards, as well as the State Plumbing Code and applicable Wisconsin Statutes and Administrative Code Provisions.

M. The Developer agrees to pledge a surety in the form of an Irrevocable Letter of Credit (LOC 1) issued by an institution and under terms approved by the Village to secure the completion of the construction of the Project Infrastructure as set forth in this Agreement. The Developer shall provide the surety in acceptable form to the Village within ten days of the execution of this Agreement and prior to the initiation of any site work. If the Irrevocable Letter of Credit (LOC 1) is not provided within the limits set forth above the Village's obligation under

this Agreement shall be terminated and no building permits will be issued for the Project Infrastructure Said surety shall provide that, in the event that all portions of the Project Infrastructure (excluding however the final lift of asphalt) are not constructed, completed, dedicated and accepted by the Village within the later of (i) two (2) construction seasons ending November 1 of the second (2<sup>nd</sup>) such construction season, or (ii) 18 months from the initial pre-construction meeting between the Developer and the Village Official/Employees, the Village will have the right to access the Letter of Credit and to complete the elements of the incomplete portions of the Project Infrastructure pursuant to the terms of the Final Project Infrastructure Plans and Specifications. The Developer shall provide cost estimates for the construction of the Project Infrastructure which are to be reviewed and approved by the Village's Engineer.

N. The amount of the surety (LOC 1) shall be based upon the costs of said Project Infrastructure plus twenty (20%) percent. The Village agrees to reduce the surety based upon the partial completion of improvements (provided lien waivers confirm the work completed and paid for) and certification or acceptance of the public infrastructure/roadway as the case may be; however, the Developer further agrees that the Village will be entitled to maintain a Warranty Surety in the amount of one hundred (100%) percent of the costs of the final lift of asphalt on the roadways to be completed, plus twenty (20%) percent of the original cost of the construction of the Project Infrastructure to be held for a period of one (1) year after the date of the completion and acceptance of the Project Infrastructure.

O. The Developer shall provide an erosion control plan and storm water management plan for the review of the Village Engineer in accordance with State Statutes, Administrative code provisions and Village Ordinances. The Developer agrees to construct and maintain the storm water management BMPs set forth in the approved storm water management plan and the erosion control measures in accordance with the erosion control plans. The Developer further agrees to comply with the approved erosion control plan and to make such repairs as the Village Engineer may deem necessary to the erosion control measures as may be necessary in the determination of the Village Engineer during the course of construction of the Development. The costs of inspection for compliance with the Final Project Infrastructure Plans and Specifications shall be the responsibility of the Developer.

The Village shall issue building permit(s) for the individual Dwelling Unit(s) provided that the following improvements are completed and acceptable to the Village Engineer,

- sewer and water main extensions are complete (including all testing and approval of acceptable as-built plans and sewer video)
- storm sewer and storm water management improvements
- erosion control measures
- mass site grading
- installation of the stone road base to serve the lots in the Development

P. The Developer agrees to repair and/or replace as determined by the Village any elements of public infrastructure which they may damage in the course of the construction of the Development. All construction traffic shall be required to access the site via STH 16 to Morris St and then to Ridgeway Dr.

Q. The Developer shall provide a final mass grading plan acceptable to the Village with finished floor elevations for each building pad, lot corner and lot line mid-point grades. Said grades shall be recertified after the completion of each unit to verify compliance (+/- 4 inches) with said plan.

R. The Developer agrees that any damage done to public streets by construction traffic shall be repaired at the expense of the Developer. In addition, the Developer agrees to police the Project to clean up any construction debris daily. The Developer further agrees to install an all-weather tracking pad at the entrance to the project construction area and further agrees to sweep Village streets daily at its own expense.

S. The Developer agrees that the paved width of the roads within the development shall be not less than 31 feet (back of curb to back of curb) and shall limit parking to only one side of the street. The Developer acknowledges that the Village is relying on the representations made on the face of the plat concerning covenants and restrictions affecting the Property.

T. With regard to the street trees to be installed by the Developer, at the Developer's expense, in the public terrace area in front of each new lot with frontage along Ridgeway Drive and/or Riverside Drive, the Developer shall provide for the planting or retention of street trees along the project abutting side of existing roadways adjacent to the development. Such trees shall have an average trunk dimension of 2.5 inches at a point one foot above the grade. To ensure proper planting and growth, the trees shall be balled, burlapped and staked. Such trees shall be provided at a rate of not less than one tree every 40 feet of new roadway frontage and located within the road right-of-way at a point ten feet from the right-of-way line unless otherwise required by the plan commission. The species of trees shall be subject to plan commission approval. The Village of Pewaukee reserves the right to retain the services of a qualified consultant to verify proper installation and health of required landscaping. Further, along all new internal streets, each abutting lot must have a tree that meets street tree specifications, as described above, planted in the private front yard within 10 months of the home occupancy. These trees shall be the responsibility of the lot owner to provide within 10 months of home occupancy on the lot. Street trees located on the private lots must be permanently retained and maintained by the lot owners.

U. The Preliminary Plat for Riverside Preserve notes various storm sewer and water main easements being proposed. The Developer shall prepare easement documents acceptable to the Village as to each of the Easements reflected on the preliminary plat. Said Easements shall be required to define the purpose of the Easements; the rights associated with them; the party who holds the rights; and the party responsible for maintenance. The approval of the preliminary plat was subject to the comments made by the Village Engineer. It was noted that based upon the grading plan, not all lower levels of the homes will be above the seasonal highwater table. A note shall be required on the Final Plat making the buyers aware of the potential for high groundwater and the need for pumping of water that may infiltrate the basements. All other requirements of the Village Engineer and Village Planner relative to the Preliminary Plat shall be incorporated into the Final Plat.

V. The Waterstone Court and Oxbow Court pavement shall have 27' of asphalt pavement as measured from curb flange to curb flange. No island will be permitted in the west end of Waterstone Court to allow snow removal vehicles to maneuver as needed. The curbs being installed shall be mountable/wedge type curb (no vertical faces are permitted). Sidewalks will not be permitted in Waterstone Court or Oxbow Court. All mailboxes shall be placed in one central location on Riverside Drive. Individual mailboxes along the roadways will not be permitted. Oxbow Court shall have a depressed green space and have a flat curb to easily allow for snow to be piled there by Public Works crews. Said island shall be created as an Outlot and be maintained by the Homeowners Association. Purchasers of lots in the subdivision shall be advised that due to the number of driveways and the density of the subdivision, snowplowing operations may result in snow in driveways, which shall be the responsibility of each property owner to clean up.

## **ARTICLE II** ***Village Obligations***

A. The Village shall cooperate with the Developer throughout the Development and construction of the Project Plan, and shall promptly review and/or process all submissions and applications in accordance with applicable Village Ordinances.

B. Subject to the terms of this Agreement, the Village shall make "Development Payments" to the Developer based upon the amounts set forth in the Project Plan and as subject to the following disbursement schedule:

1. As to Improvement No. 1, upon the issuance of the Raze Permit for the Property to the Developer, the Village will reimburse the Developer for the up-front costs charged by the contractor within 20 days of the Developer providing evidence of having incurred this expense. The balance of the funds related to the allocated funds in the Project Plan for the razing of the structure on the Property shall be paid by the Village up to the amount set forth in Article II, B of the Development Agreement and the TID Project Plan (\$795,000.00) within 20 days of the Village's receipt of that pay request, including documentation confirming the completion of the work; satisfactory completion of the work; and Lien Waivers..
2. With respect to asbestos abatement, the Village will reimburse the Developer for the up-front costs charged by the contractor within 20 day of the Village receiving confirmation of those charges. Upon the initiation of asbestos abatement in the structure at 321 Riverside, the Village will reimburse the Developer for said costs up to \$167,950.00 charged by the contractor within 20 days of the Developer providing evidence of having incurred this expense. The funds shall be paid by the Village within 20 days of the Village's receipt of that pay request, including documentation confirming the satisfactory completion of the work and satisfactory Lien Waivers.
3. Upon Developer's receipt of a Grading Permit for excavation on the Property, the Village will reimburse the Developer for said costs up to \$60,000.00 for demolition dewatering charged by the contractor within 20

days of the Developer providing evidence of having incurred this expense, including documentation confirming the completion of the work; satisfactory completion of the work; satisfactory and Lien Waivers.

4. Upon Developer's receipt of a Grading Permit for excavation on the Property, the Village will reimburse the Developer for site fill costs charged by the contractor up to \$200,000.00 within 20 days of the Developer providing evidence of having incurred this expense, including documentation confirming the completion of the work; satisfactory completion of the work; and satisfactory Lien Waivers.
5. Upon Developer's receipt of a Grading Permit, the Village will reimburse the Developer for stabilization of wet soils on the Property charged by the contractor up to \$120,000.00 within 20 days of the Developer providing evidence of having incurred this expense, including documentation confirming the completion of the work; satisfactory completion of the work; and satisfactory Lien Waivers.
6. Upon Developer's receipt of a Grading Permit, the Village will reimburse the Developer for the cost of importing fill on the Property charged by the contractor up to \$600,000.00 within 20 days of the Developer providing evidence of having incurred this expense, including documentation confirming the completion of the work and satisfactory Lien Waivers.

Notwithstanding the foregoing, in order to accommodate the Village's TIF borrowing schedule, no payments can be made under this agreement earlier than thirty (30) days following the receipt of the required information but in no event earlier than sixty days following the approval of the Village's TIF borrowing resolution and no earlier than the Village's acceptance of the Project Infrastructure and the binder course of asphalt. The Village's borrowing resolution shall not be approved until after the acceptance of the Project Infrastructure and the binder course of asphalt by the Village in accordance with the terms of this Agreement. If at the time the Village adopts its TIF borrowing resolution, the Village Board concludes that the TID will not positively cash flow, the Village Board, in its sole discretion, shall reduce the borrowing so that the TID does positively cash flow. In the event the TID borrowing is reduced in accordance with this paragraph, reimbursement of the Project Expenses to the Developer, as provided for above, will be reduced on a pro rata basis based on the reduction in the borrowing. The Village's obligation to make the reimbursement payments for the Developer's Project Expenses in Article II, B, shall be reduced accordingly. If the Project Infrastructure and the binder course are not completed and accepted by the Village by the deadline set forth in Article I paragraph (I) above the Village shall have no obligation to make the Development Payments set forth in this section Article (II)(B).

C. In the event the Developer does not perform certain portions of the work on the Property such as to incur the expense for the improvements identified above, the Village shall have no obligation to make any payment for said amounts.

D. The Village shall have no obligation to make payments on the obligations set forth in this Agreement if the Developer is in default of any of its obligations under this Agreement; provided that if such default is cured, payments shall resume.

E. The Village agrees to issue Early Start Building Permits for up to ten (10) homes to be constructed along the lots which front Ridgeway Drive and specifically, Lots 1 through 10, as referenced in the Preliminary Plat for the Riverside Preserve Subdivision, which Preliminary Plat is attached hereto as Exhibit C, before the balance of the Project Infrastructure as otherwise described in this Development Agreement is completed for the Development. Notwithstanding the foregoing, no such Early Start Permits shall be issued until such time as the site grading for Lots 1 through 10 is completed, and water and sewer lateral stubs are installed for each Lot. All other work on said construction shall require completion of all Project Infrastructure before Building Permits for the balance of the Lots in the Subdivision will be issued. Developer acknowledges the Village shall not grant an Occupancy Permit for the ten (10) aforementioned residential structures until all the Project Infrastructure is completed to the satisfaction of the Village Board. The allowance of this Early Start Building Permits is to allow the Developer to meet deadlines otherwise set forth in this Agreement for completion of this Development, as well as to provide model home structures to be used by the Developer in marketing the Development.

### ***ARTICLE III ASSESSED VALUATION GUARANTY***

A. In consideration of the agreement to pay the Project Plan expenses of the Developer as provided for hereunder, the Developer hereby guaranties that an assessed valuation of the Property for real property tax purposes (the "Assessed Value"), as compared with the value of the Property as of January 1, 2022, shall be increased by an amount of not less than \$2,560,000.00 by January 1, 2025; \$6,640,000.00 by January 1, 2026; \$10,810,000.00 by January 1, 2027; and \$15,060,000.00 by January 1, 2028 (the "Guaranteed Values"). Real estate taxes as assessed by all taxing jurisdictions based on the Guaranteed Values shall be paid timely each year during the duration of the TID. Said payments shall be considered the "Guaranteed Payments". If, in any year during the term of the TID, the Assessed Value is less than the Guaranteed Value, then the Developer shall make an Assessed Value Shortfall Payment to the Village as described herein. An Assessed Value Shortfall Payment shall mean the difference between (i) the amount of property taxes that would have been assessed against the Property in such applicable year had the Assessed Value been equal to the Guaranteed Value; and (ii) the actual amount of the Property taxes assessed against the Property for such year. Developer shall make the Assessed Value Shortfall Payment to the Village not later than thirty (30) days following the date the property tax bill for the Property is issued following a report by the Village to the Developer of the annual expenses to be paid by the Village for such year.

B. The Assessed Valuation Guaranty set forth in this Article shall expire upon the expiration of the TID. Until such expiration, this Valuation Guaranty shall constitute a covenant running with the land, binding upon any and all owners of Property and their successors and assigns, including any Mortgagee that acquires title through foreclosure or a Deed in Lieu thereof and Purchaser or Assignee of such Mortgagee. The Village has the power and is authorized by Developer to levy a special assessment lien against the Property owned by Developer to collect any unpaid Assessed Value Shortfall Payments, which lien shall be a first priority lien. Any and all notice and hearing requirements which may be required under the law for such assessment or special charge are hereby waived by the Developer.



**ARTICLE IV**  
**SECURITY FOR PAYMENT OF CONSTRUCTION OBLIGATIONS**

Developer agrees that in order to secure receipt by the Village of the annual Guaranteed Payments, Developer will provide the Village with an Irrevocable Standby Letter of Credit (LOC 2) in the amount of \$2,702,000.00. The Letter of Credit (LOC 2) shall be in a form acceptable to the Village and shall be provided to the Village not later than the date upon which the Village accepts the dedication of the Project Infrastructure. If the irrevocable LOC 2 is not provided by the deadline as set forth above, the Village's obligations to undertake the TIF borrowing and to make the Development Payments shall be terminated. Notwithstanding anything contained herein to the contrary, the Village acknowledges and agrees that the LOC 2 may be furnished by a third-party home builder ("Home Builder/Guarantor") which is constructing Dwelling Units, as opposed to Developer; however, that fact shall not diminish or eliminate any other obligation of Developer hereunder or obligate Home Builder/Guarantor to undertake any duty or requirement pursuant to this Agreement and the Home Builder/Guarantor is under no obligation or requirement to provide the LOC 2. The Home Builder/Guarantor shall be a signatory to this Agreement and shall acknowledge that LOC 2 may be claimed against in accordance with this Agreement if the Developer fails to meet the requirements for the payment of the Guaranteed Payments as described herein inclusive of the real estate taxes and the assessed value guaranties based on the Guaranteed Tax Assessed Value as described in Articles III – VII of this Agreement. In the event that the Developer fails to pay the taxes from all taxing jurisdictions as provided in Article III, A, prior to the Letter of Credit termination as hereafter defined, the Village shall be entitled to submit an Affidavit of Default and Sight Draft to draw upon the Letter of Credit in the amount of the Guaranteed Payment for the subject year. The amounts drawn upon the Letter of Credit by the Village will be applied to any deficiency of the Guaranteed Payment by the Developer. The Developer has agreed to construct buildings pursuant to the Site Plan submitted to and approved by the Village and the Building Inspector (Exhibit C). Upon the earlier of the completion of the construction of the Developer of improvements such that the total increased assessed value of the Property on January 1, 2028 as compared to the base value of the Property on January 1, 2022 is increased by \$15,060,000.00, the Village will release the unapplied Letter of Credit (LOC 2) to the Developer and the Letter of Credit (LOC 2) shall be terminated. However, if the Developer does not achieve the aforementioned increase in assessed value by January 1, 2028, the Village shall be entitled to draw upon the Letter of Credit in the total amount of the Village's outstanding loan obligations for the making of the debt service payments under the Project Plan then due and owing as of January 1, 2028 or the remaining balance on the Letter of Credit, whichever is less. The Letter of Credit (LOC 2) shall thereafter be terminated.

**ARTICLE V**  
**GUARANTEED PAYMENTS**

If an event of default occurs on account of the failure of the Developer to pay real estate taxes based upon the Guaranteed Tax Assessed Value for any calendar year commencing on or after January 1, 2023, and continuing through the remaining life of the TID, then for the calendar year in which such event occurs, the Developer shall pay the Village an amount equal to the

difference between the net real estate taxes from all taxing jurisdictions that would be payable based on Guaranteed Taxed Assessed Value and the actual real estate taxes due for each calendar year (the “Guaranteed Payment”). If applicable, the Guaranteed Payment shall be due on June 20th of the year following the applicable tax year, commencing in 2024, and shall be paid in lieu of all other taxes for such year. In the event the Developer fails to make one or more Guaranteed Payments described herein, the parties acknowledge that the Village shall have the right, upon 21 days prior written notice, to impose special assessments or charges for any amount to which it is entitled by virtue of this Agreement and otherwise consistent with the Special Assessment Statute Sec. 66.0701, et. seq., or to draw upon the Letter of Credit (LOC 2), but not both. The provisions of this Article V shall survive the termination of the Agreement.

## ***ARTICLE VI PAYMENT OF TAXES***

A. Throughout the life of the TID, the Developer (or after sale of the land, their successor-in-interest) shall pay all ad valorem property taxes properly assessed against any portion of the Property owned by the Developer before such taxes become delinquent. The foregoing shall not prohibit the Developer from contesting, in good faith, the assessed value of any portion of the Property.

B. In the event that any portion of the Property becomes exempt from ad valorem taxes during the statutory life of the TID, the Developer or if sold by Developer, then the successor owner of such exempt portion of the Property shall make, or cause to be made, until the closure of the TID, annual payments in lieu of taxes in amounts equal to what the ad valorem property taxes (all taxing jurisdictions included) would have been for such portion of the Property (as determined by the Village Assessor had it not been exempt). Such payment in lieu of taxes shall be due and payable at the same time and in the same manner as the ad valorem taxes would have been due and payable for such year. If the Developer or if sold by Developer, then the successor owner fails to make a payment in lieu of taxes when due, the Village may (in addition to all other remedies available to it) levy a special assessment against the exempt portion of the Property in the amount of the unpaid payments. Any and all notice and hearing requirements which may be required under the law for such special assessment are hereby waived by the Developer. Notwithstanding the levying of special assessment, the payment obligation under this Article shall be the personal obligation of the person or entity that is the owner of the exempt portion of the Property at the time that any of the portion of the Property becomes exempt from ad valorem taxes. The covenant contained in this Article shall be deemed to be a covenant running with the land and shall be binding upon all owners or of any portion of the Property for the duration of the life of the TID. The Village is hereby expressly declared to be a beneficiary of such covenant and is entitled to enforce the same against all successive owners of the Property.

## ***ARTICLE VII DEFAULT***

A. Developer Default. Whenever an event of default by the Developer occurs and continues beyond fifteen (15) days after written notice from the Village (unless the failure is of

such a character as to require more than fifteen (15) days to cure, in which event Developer's failure to commence such cure within such fifteen (15) day period and thereafter to diligently complete such cure) and the Village shall employ attorneys or incur other expenses for the collection of payments due or to become due for the enforcement, performance or observance of any obligations or agreements on the part of the Developer herein, the Developer agrees it shall, on demand, pay the Village's reasonable costs of attorney fees and such other expenses incurred by the Village in enforcement of these obligations. Notwithstanding the foregoing, if the default jeopardizes public health, safety and welfare, it shall be cured immediately.

B. Remedies of Default. Whenever an event of default occurs related to the obligations set forth herein and is continuing beyond any applicable notice and cure period, the Village may take any one or more of the following actions:

1. The Village may suspend its performance under this Agreement until it receives assurances from the Developer deemed reasonably adequate by the Village that the Developer will cure its default and continue its performance of the Agreement.
2. The Village may take any action, including legal or administrative action in law or equity, which may reasonably be necessary or desirable to enforce performance and the observance of the obligations hereunder.

These remedies shall not be deemed to be exclusive, and the Village shall have the right to pursue all rights or remedies available to it under applicable Wisconsin law. No delay or omission in pursuing any rights in the event of a default shall impair such right or power or shall be construed to be a waiver thereof. Such rights shall be exercised from time to time as may be deemed expedient by the Village.

C. Developer's Remedies. A default by the Village is defined herein as the Village's breach of, or failure to comply with, the terms of this Agreement and the failure to cure such breach within fifteen (15) days after the date of written notice from the Developer. The Developer reserves all remedies at law or in equity necessary to cure any default or remedy any damages or losses under this Agreement. Rights and remedies are cumulative, and the exercise of one or more rights or remedies shall not preclude the exercise of other rights or remedies.

## ***ARTICLE VIII MISCELLANEOUS***

A. No Partnership or Joint Venture. Nothing contained in this Agreement shall create or affect any partnership, venture or relationship between the Village and the Developer or any contractor or subcontractor employed by the Developer.

B. Conflict of Interest. No elected official, member, officer or employee of the Village during his or her tenure, or for one year thereafter, will have or shall have had any interest, direct or indirect, in this Agreement or any proceeds thereof.

C. Written Notices. All notices required or permitted by this Agreement shall be in writing and shall be deemed to have been given upon delivery to an Officer of the Village or to any Officer of the Developer if hand delivered, two business days following deposit in the United States Mail (postage prepaid) or upon delivery if delivered by a nationally recognized overnight commercial carrier that will certify as to the date/time of such delivery, and each such communication or notice shall be addressed as follows:

TO THE VILLAGE: Village of Pewaukee  
235 Hickory Street  
Pewaukee, WI 53072

WITH A COPY TO: Attorney Mark G. Blum & Attorney Matthew R. Gralinski  
Hippenmeyer, Reilly, Blum, et. al.  
PO Box 766  
Waukesha, WI 53187-0766

TO THE DEVELOPER: Riverside 321 Partners, LLC  
PO Box 752  
Arlington Heights, IL 60006

WITH A COPY TO: Attorney Ajay Kuttemperoor  
AVK Law, LLC  
117 N. Jefferson St., Ste. 201  
Milwaukee, WI 53202

D. Permits, Licenses & Approvals. Developer shall have in effect at all times all permits, approvals and licenses as may be required by any governmental authority with jurisdiction in connection with the Development, as well as the construction, management and operation of the project.

E. Insurance. Developer shall maintain or cause to be maintained the following insurance policies issued by insurers licensed to do business in the State of Wisconsin with ratings and in the financial size category as requested by the Village covering loss by perils, hazards, liabilities and other risks and casualties and in such amounts as may be reasonably required by the Village.

1. Following the completion of construction of all components of the project, all risk property insurance insuring against such risks as are insured against by owners of similar improvements in an amount equal to 100% of the replacement cost of such improvements with an extended replacement cost endorsement.
2. During the construction, builders risk insurance in form and amounts reasonably satisfactory to the Village.
3. During the term of this Agreement, commercial general liability insurance covered under comprehensive general liability policy, including contractual liability, in

amounts maintained by owners of similar projects and insuring against bodily injury, including personal injury, death and property damage, in amounts reasonably satisfactory to the Village.

4. Such other insurance as may be reasonably requested by the Village.

Each insurer shall require the insured to provide at least 30 days written notice to the Village of any material change or cancellation of such policy. The Village shall be named as an Additional Insured/Loss Payee on all policies of insurance, except workers compensation insurance, on a primary and non-contributory basis.

F. Termination. Subject to a force majeure event, if the Developer does not commence construction of the Development by December 1, 2023, the Village may, in its sole discretion, terminate this Agreement upon written notice to the Developer provided, however, that if the Developer commences construction of the Development within 30 days following receipt of such notice to terminate, this Agreement shall not terminate, but shall continue in full force and effect. Upon an election to terminate that is not followed by any Developer action to commence the work, the Village shall thereafter have no further obligations under this Agreement. This Paragraph F shall have no further effect upon construction commencement. The termination date shall be the date that the Village's debt for the payment of the obligations under the Project Plan is paid in full. The provisions of Article 5, Subsection H shall survive the termination of the Agreement.

G. Dispute. In the event of a dispute regarding the terms of this Agreement, the prevailing party shall be entitled to collect all costs and expenses associated with the enforcement of its rights against the other under this Agreement, including, without limitation, the enforcement of such rights in any bankruptcy, reorganization or insolvency proceeding which involves the Developer. Any and all such fees, costs and expenses incurred by the prevailing party, which shall be the entity which prevails on the majority of the claims that are presented, shall be paid on demand.

H. Indemnification. The Developer agrees to indemnify, defend, not to sue and holds the Village harmless from and against any and all claims, demands, actions, causes of action, loss, liability and expense, including actual attorney fees, suffered or incurred by the Village by reason of the following, except to the extent caused by the negligence or intentional misconduct of the Village and/or its contractors, subcontractors, agents, employees or invitees:

1. The failure of the Developer or its contractor, subcontractors, agents, employees or invitees to comply with any environmental laws, rules, regulations or ordinances or any order of any regulatory administrative authority with respect thereto.
2. Any release by the Developer or its contractors, subcontractors, agents, employees or invitees of petroleum products or hazardous materials or hazardous substance as defined by the State of Wisconsin DNR and the United States Environmental Protection Agency upon or onto the Property.

3. Any and all damages to natural resources or real property or harm or injury to persons resulting or alleged to have resulted from any failure by the Developer and/or its contractors, subcontractors, agents, employees or invitees to comply with any law, rule, regulation or ordinance or any release of petroleum products or hazardous materials or hazardous substances as described above.
4. Any violation by the Developer of any environmental law, rule, regulation or ordinance.
5. Claims arising in connection with the project under the Americans with Disability Act and/or any other laws, rules, regulations or ordinances by any governmental entity with jurisdiction.
6. The failure by the Developer to comply with any term or condition of this Agreement.
7. Injury to or death of any person at the Development or injury to any property caused by or at the Development.
8. The failure of the Developer to maintain, repair or replace as needed any portion of the project after damage or destruction.

I. Time of the Essence. Time is of the essence as to each and every obligation or agreement contained within this Agreement.

J. Force Majeure. If the Developer is delayed or prevented from timely commencing or completing construction of the Development and as a result not achieve the guaranty increment value, by reason of fire, earthquake, war, flood, riot, strikes, labor disputes, material shortage, governmental restrictions, judicial order, public emergency including pandemic or other causes beyond the Developer's control, other than lack or inability to procure debt or equity funding (force majeure event), performance hereunder shall be excused for the period of such delay and the time for the performance hereunder shall be extended for a period necessary to eliminate the performance impediment caused by such delay. Notwithstanding the forgoing the Developer is aware that at the time of the execution of this Agreement the COVID 19 pandemic remains and therefore agrees that absent any subsequent governmental orders precluding the performance of this agreement, the COVID 19 pandemic shall not constitute Force Majeure.

K. Term, Recording and Binding Effect. The term of this Agreement shall commence upon its execution. This Agreement shall be recorded in the Office of the Register of Deeds of Waukesha County. Prior to the recording of any mortgage on the Property, it being understood by the parties that this Agreement will run with the land and will be binding upon the Property and any owner and/or lessee and/or mortgagee of all or any portion of the Property, as well as their assigns and the property owned by the Developer or its successors or assigns. If this Agreement is not executed before the close of business on April 14, 2023, it shall be considered null and void.

**DEVELOPER:**

Riverside 321 Partners, LLC or its assigns

By: [Signature]  
Christian Hlavinka, Member  
signing on behalf of Riverside 321 Partners LLC

STATE OF WISCONSIN )  
 ) ss.  
COUNTY OF Waukesha )

Personally came before me, this 18 day of April, 2023, the above-named CHRISTIAN HAVINKA, to me known to be the person who executed the foregoing instrument and acknowledged the same.



[Signature]  
Notary Public, State of Wisconsin  
My Commission is permanent/expires 4.29.27

\*\*\*\*\*

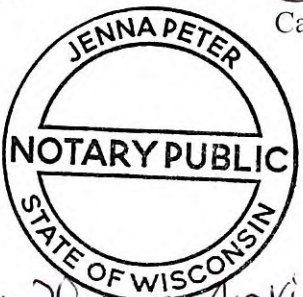
**VILLAGE:**  
Village of Pewaukee

**VILLAGE:**  
Village of Pewaukee

By: [Signature]  
Jeff Knutson, President

By: [Signature]  
Cassie Smith, Clerk

STATE OF WISCONSIN )  
 ) ss.  
COUNTY OF WAUKESHA )



Personally came before me, this 20 day of April, 2023, the above-named Jeff Knutson and Cassie Smith, to me known to be the person who executed the foregoing instrument and acknowledged the same.

[Signature]  
Notary Public, State of Wisconsin  
My Commission is permanent/expires: 2/15/27



L. Statutory Effect. Nothing contained in this Agreement is intended to or has the effect of releasing Developer from compliance with all applicable laws, rules, regulations and ordinances in addition to compliance with terms, conditions and covenants contained within this Agreement.

M. Assignment. This Agreement may not be assigned by the Developer without the Village's prior written consent, which consent shall not be unreasonably withheld or conditionally provided, however, Developer may assign this Agreement, in whole or in part, to an entity that controls or manages, is controlled by or is under common control with the Developer without the consent of the Village. Notwithstanding the foregoing, the Developer may collaterally assign this Agreement to the Developer's lender for the Development without the consent of the Village. In the event any such lender forecloses on its collateral and succeeds to ownership of the Property, the Village shall fulfill its obligations hereunder provided that such lender or the party purchasing the Property at a foreclosure sale (or deed in lieu) assumes, in writing, all of the obligations of the Developer under this Agreement. The Village acknowledges and agrees that the Dwelling Units may be constructed by a third party home builder; however, that fact shall not diminish or eliminate the obligation of the Developer hereunder.

N. Effect of Sale. The Developer shall not be released from any of their obligations hereunder by any sale, foreclosure or other conveyance of the Property, either before or after completion of the Development, without the written consent of the Village.

O. Governing Law/Amendment. This Agreement shall be governed and construed in accordance with the laws of the State of Wisconsin and represents the complete understanding of the parties with respect to the subject matter set forth herein and may only be amended by a subsequent agreement executed by all parties.

P. Counterparts. This Agreement may be signed in multiple counterparts, each of which collectively shall be considered the Agreement.

[Signature Pages to Follow]





- Exhibit A: Legal Description of Property
- Exhibit B: Project Plan for Redevelopment of the Property
- Exhibit C: Preliminary Plat
- Exhibit D: Final Project Infrastructure Plans and Specifications

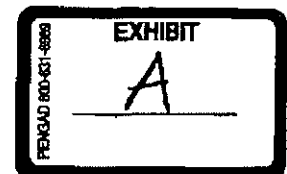
- Exhibit A: Legal Description of Property
- Exhibit B: Project Plan for Redevelopment of the Property
- Exhibit C: Preliminary Plat
- Exhibit D: Final Project Infrastructure Plans and Specifications

## EXHIBIT A

### Legal Description of Riverside Preserve:

Lots 9 through 14 in Block 3 and Lots 2 through 21 in Block 4 and Lots 3 through 14 in Block 5 and all that part of vacated Longacre Road lying between the described Lots in Blocks 4 and 5, and a part of Outlot 15, in Block 5, all being in River Hills Park, a recorded subdivision, being a part of the Northwest 1/4 of the Northwest 1/4 of Section 15 and the Northeast 1/4 of the Northeast 1/4 of Section 16, Township 7 North, Range 19 East, in the Village of Pewaukee, County of Waukesha, State of Wisconsin, bounded and described as follows:

Commencing at the northwest corner of the Northwest 1/4 of said Section 15; thence South  $00^{\circ}21'51''$  East along the west line of said Northwest 1/4, 761.10 feet to a point of curvature on the north right-of-way line of Ridgeway Drive and the Point of Beginning; thence northeasterly 110.55 feet along said south right-of-way line and the arc of said curve to the left, whose radius is 459.89 feet and whose chord bears North  $72^{\circ}37'14''$  East, 110.28 feet; thence North  $65^{\circ}44'04''$  East along said south right-of-way line 180.00 feet to the west right-of-way line of Riverside Drive; thence South  $24^{\circ}15'56''$  East along said west right-of-way line 741.21 feet to the south subdivision line of said River Hills Park; thence North  $88^{\circ}31'34''$  East along said south subdivision line, 65.08 feet to the east right-of-way line of Riverside Drive; thence North  $24^{\circ}15'56''$  West along said east right-of-way line 796.41 feet; thence North  $66^{\circ}12'01''$  East 168.05 feet to a point on a meander line along the Pewaukee River; thence South  $08^{\circ}46'20''$  East along said meander line, 261.95 feet; thence South  $67^{\circ}22'10''$  West 98.11 feet to a point on the east right-of-way line of Riverside Drive; thence South  $24^{\circ}15'56''$  East along said east right-of-way line, 295.53 feet; thence North  $64^{\circ}23'47''$  East 110.85 feet to a point on a meander line along the Pewaukee River; thence South  $26^{\circ}47'56''$  East along said meander line, 305.00 feet to the south subdivision line of said River Hills Park; thence South  $88^{\circ}31'34''$  West along said south subdivision line, 769.80 feet; thence South  $86^{\circ}00'34''$  West along said south subdivision line 383.81 feet to the east line of Certified Survey Map No. 381; thence North  $00^{\circ}15'56''$  West along said east line, 221.10 feet; thence South  $89^{\circ}44'04''$  West along said east line, 10.00 feet; thence North  $00^{\circ}15'56''$  West along said east line and east line extended, 380.00 feet to a point on the south right-of-way line of Ridgeway Drive; thence North  $89^{\circ}44'04''$  East along said south right-of-way line 309.80 feet to a point of curvature; thence northeasterly 82.09 feet along said south right-of-way line and the arc of said curve to the left, whose radius is 459.89 feet and whose chord bears North  $84^{\circ}37'14''$  East, 81.98 feet the Point of Beginning. Containing 567,086 square feet (13.0185 acres) of land to the meander line of the Pewaukee River and 598,357 +/- square feet (13.7365 +/- acres) of land more or less to the water's edge.



Village of Pewaukee  
TID #4 Project Plan & District Boundary

**Project Plan & District Boundary  
Tax Incremental District No. 4  
in the  
VILLAGE OF PEWAUKEE, WISCONSIN**



February 18, 2022

Organizational Joint Review Board Meeting Held..... March 8, 2022  
Public Hearing Held..... March 10, 2022  
Adopted by Planning Commission..... March 10, 2022  
Adopted by Village Board..... April 6, 2022  
Approved by Joint Review Board..... April 12, 2022

Prepared by:

**BAIRD**

Robert W. Baird & Co.  
Public Finance  
777 E. Wisconsin Ave.  
Milwaukee, WI 53202  
800.792.2473



**Village of Pewaukee  
TID #4 Project Plan & District Boundary**

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## **Village of Pewaukee Officials**

### **Village Board**

Jeff Knutson	Village President
Heather Gergen	Village Trustee
Ed Hill	Village Trustee
Chris Krasovich	Village Trustee
Craig Roberts	Village Trustee
Bob Rohde	Village Trustee
Kevin Yonke	Village Trustee

### **Village Staff**

Scott Gosse	Administrator
Cassie Smith	Clerk
Daniel Naze	Director of Public Works/Engineer
Mary Censky	Planner
Mark Blum	Attorney

### **Planning Commission**

Jeff Knutson (Chairperson)	Theresa Huff
Craig Roberts (Trustee)	Ryan Lange
Brian Belt	Cheryl Mantz
Jim Grabowski	

### **Joint Review Board**

Jeff Knutson	Village Representative
Andrew Thelke	Waukesha County
Jane Kittel	Waukesha County Technical College
John Gahan	Pewaukee School District
Chuck Nichols	Public Member

**Village of Pewaukee  
TID #4 Project Plan & District Boundary**

**Introduction and Description of District**

The Village of Pewaukee (the "Village") is located in Waukesha County, approximately 20 miles west of Milwaukee and 60 miles east of Madison. The Village encompasses an area of approximately four square miles and is bordered by Pewaukee Lake, one of the area's largest lakes. State Highways 16 and 190 provide easy access to the Village. The Village provides police and fire protection, municipal water, sanitary sewer and storm sewer services and maintains two large parks and a public beach on Pewaukee Lake. These amenities allow the Village to flourish as a development area for residential, business, commercial retail, office, and industrial development.

The Village has a history of successful economic development programming using Tax Incremental Financing ("TIF") by providing public improvements to encourage and promote industrial, commercial and residential development and redevelopment. The goal is to increase the tax base, to provide for and preserve employment opportunities within the Village, and to create and enhance tourism opportunities with the area and region. The Village works with developers and property owners to provide infrastructure improvements and/or cash grants as incentives for development and/or redevelopment.

Tax Incremental District No. 4 (the "TID") is being created by the Village under the authority provided by Wisconsin Statute Section 66.1105. The TID is created as a "Blight District" based on the findings that at least 50 percent of the TID is a blighted area. A blighted area is property which is by reason of dilapidation, deterioration, age or obsolescence, inadequate provisions for ventilation, lights, air or sanitation, high density of population and overcrowding, or the existence of conditions, which endanger life or property by fire and other causes. The proposed area is a current 13-acre site consisting of three parcels under one tax key number. Two parcels are vacant and the larger parcel is currently improved with a closed nursing home on the site that was originally built in 1963 and ceased operations in April 2016. Due to the advanced age of the building no other health organizations have shown any interest in acquiring the site. The shuttered building is functionally obsolete and has become blighted. The maximum life (absent extension) of the TID is 27 years from the date of adoption.

A developer has proposed to redevelop the entire site into a planned community of single family-homes with open green space. This would be a compatible use for the site to complement the single-family homes to the north and west of the site with additional single-family homes in a similar size to the surrounding homes. The single-family use is consistent with the Village's long-term plan for this area. The area would feature homes averaging 1,800 to 2,900 sf on lots ranging from 1/8 to 1/3 acres with generous green space along the south and east sides protecting the existing adjacent natural areas. These lot sizes and average size homes would blend with the nearby



**Village of Pewaukee  
TID #4 Project Plan & District Boundary**

homes already in the neighborhood. Engineering shows 36 lots are feasible on the larger parcel, leaving the two smaller parcels on the east side of Riverside Drive in a natural state.

The Village anticipates various public improvement project cost expenditures of approximately \$1,942,950 plus financing/interest costs during the TID's 22-year expenditure period. Proposed public project improvements may include, but not limited to infrastructure, importing of site fill, environmental remediation and demolition, storm water detention basin, professional and organizational services, administrative costs, and finance costs. As part of the Project Plan, Developer Incentives may be provided by the Village to developers of property within the TID in the form of Developer Funded Grants".

As a result of the creation of this TID, the Village projects a preliminary and conservative cash flow analysis indicating \$6,708,835 in increments. The TID increment will primarily be used to pay the debt service costs of the TID, and project development incentives. The Village projects land and improvement values (incremental value) of approximately \$22,396,010 will be created in the TID by the end of 2049. This additional value will be a result of the improvements made and projects undertaken with the TID.

Maps depicting the boundaries and existing uses and conditions of the TID are found in the respective mapping sections of this project plan.

**Summary of Findings**

As required by s.66.1105 Wis. Stats., and as documented in this Project Plan and the exhibits contained and referenced herein, the following findings are made:

1. That the area described herein on the boundary map (page 7) is a blighted area as defined in Section 66.1105(2)(ae), Wisconsin Statutes, that the property substantially impairs or arrests the sound growth of the Village and is in need of redevelopment and that "but-for" the creation of a tax incremental district, redevelopment (1) would not occur, or (2) would not occur in the manner at the value, or within the time frame desired by the Village. In making this determination, the Village has considered the following information:
  - Development within the TID has not occurred at the pace anticipated by the Village. Infrastructure and other development related expenses are not likely to be borne exclusively by private developers; therefore, the Village has concluded that public investment will be required to fully achieve the Village's objectives for these areas.
  - To achieve its objectives, the Village has determined that it must take an active role in encouraging development and redevelopment

**Village of Pewaukee  
TID #4 Project Plan & District Boundary**

by making appropriate public expenditures in the area. Without the availability of tax increment financing, these expenditures are unlikely to be made. Enhancement of these areas will complement existing venues in the area, promote additional tourism, and benefit, not only the Village, but all overlapping taxing jurisdictions, adjacent communities, and the region. Accordingly, the costs to implement the needed projects and programs are appropriately funded through tax increment financing.

- In order to make the area included within the TID suitable for development, the Village will need to make a substantial investment to pay for the costs of some or all of the projects listed in the project plan. Due to the public investment that is required, the Village has determined that development of the area will not occur at the pace or levels desired solely as a result of private investment.
2. The economic benefits of the Tax Incremental District, as measured by increased employment, business and personal income, and property values, are sufficient to compensate for the cost of the improvements. In making this determination, the Village has considered the following information:
    - As demonstrated in the Economic Feasibility Section of this Project Plan, the tax increments projected to be collected and the debt issuance will be more than sufficient to pay for the proposed project costs. On this basis alone, the finding is supported.
  3. The benefits of the proposal outweigh the anticipated tax increments to be paid by the owners of property in the overlying taxing jurisdictions.
    - Since the development expected to occur is unlikely to take place without the use of Tax Incremental Financing (see Finding #1) and since the TID will generate economic benefits that are more than sufficient to compensate for the cost of the improvements (see Finding #2), the Village reasonably concludes that the overall benefits of the TID outweigh the anticipated tax increments to be paid by the owners of property in the overlying taxing jurisdictions. It is further concluded that since the "but for" test is satisfied, there would, in fact, be no foregone tax increments to be paid in the event the TID is not created.
  4. The improvements to be made within the TID are likely to significantly enhance the value of substantially all other real property in the TID.
  5. The equalized value of taxable property of the TID plus the value of all existing tax incremental districts in the Village does not exceed 12% of the total equalized value of taxable property within

**Village of Pewaukee  
TID #4 Project Plan & District Boundary**

- the Village.
6. The Project Plan for the TID is feasible and is in conformity with the master plan of the Village.
  7. The Village estimates that less than 35% of the territory within the District will be devoted to retail business at the end of the District's maximum expenditure period, pursuant to Wisconsin Statutes Sections 66.1105(5)(b).
  8. The TID is being created by the Village as a blight district. As described in Finding #1 above, 50% or more of the proposed district's area is a blighted area.

Village of Pewaukee  
TID #4 Project Plan & District Boundary

Map of Proposed District Boundary

Current Map is reflective of the 01/01/2022 parcel list.



Village of Pewaukee  
TID #4 Project Plan & District Boundary

Map Showing Existing Uses and Conditions

Current Map is reflective of the 01/01/2022 parcel list.



**Village of Pewaukee  
TID #4 Project Plan & District Boundary**

**Preliminary Parcel List and Analysis** - Current list is reflective of the 01/01/2022 parcel list. All parcels are bighted properties.

Tax Key	Street Address	Total Acres/Valuation	Use
		13.844/\$682,500 (\$434,000	
PWV 0925038	321 Riverside Drive, Pewaukee, WI 53072	Land/\$248,500 Improvement)	Vacant/former River Hills Nursing Home
<b>Total Acres/Valuation</b>		<b>13.844/\$682,500</b>	

**Equalized Valuation Test**

The following calculations demonstrate that the Village is in compliance with s.66.1105(4)(gm)4.c. Wis. Stats., which requires that the equalized value of the taxable property in the proposed TID, plus the value increment of any existing Tax Incremental Districts, does not exceed 12% of the total equalized value of taxable property within the Village.

**Valuation Test Compliance Calculation**

2021 Equalized Valuation (TID IN)	\$1,128,782,800
Limit for 12% Test	\$ 135,453,936
Increment Value of Existing TIDs	\$ 9,482,700
Projected Base Value of New TID	\$ 682,500
Total Value Subject to Test	\$ 10,165,200
Compliance (\$10,165,200 < \$135,453,936)	Meets Requirement

**Statement of Kind, Number and Location of Proposed Projects**

The Village expects to implement the following public project improvements in conjunction with this TID. Any costs including eligible administrative costs necessary or convenient to the creation of the TID or directly or indirectly related to the public works and other projects are considered "project costs" and eligible to be paid with tax increment revenues of the TID.

**Village of Pewaukee  
TID #4 Project Plan & District Boundary**

IMPROVEMENT #1  
DEMOLITION/ON-SITE RECYCLING OF EXISTING BUILDING  
LOCATION: Entire TID  
TOTAL: \$795,000

IMPROVEMENT #2  
ENVIRONMENTAL REMEDIATION/ASBESTOS ABATEMENT  
LOCATION: Entire TID  
TOTAL: \$167,950

IMPROVEMENT #3  
DEMOLITION – DEWATERING ALLOWANCE  
LOCATION: Entire TID  
TOTAL: \$60,000

IMPROVEMENT #4  
SITE DEMOLITION/FILL ALLOWANCE  
LOCATION: Entire TID  
TOTAL: \$200,000

IMPROVEMENT #5  
SITE EARTHWORK/STABILIZATION OF WET SOILS ALLOWANCE  
LOCATION: Entire TID  
TOTAL: \$120,000

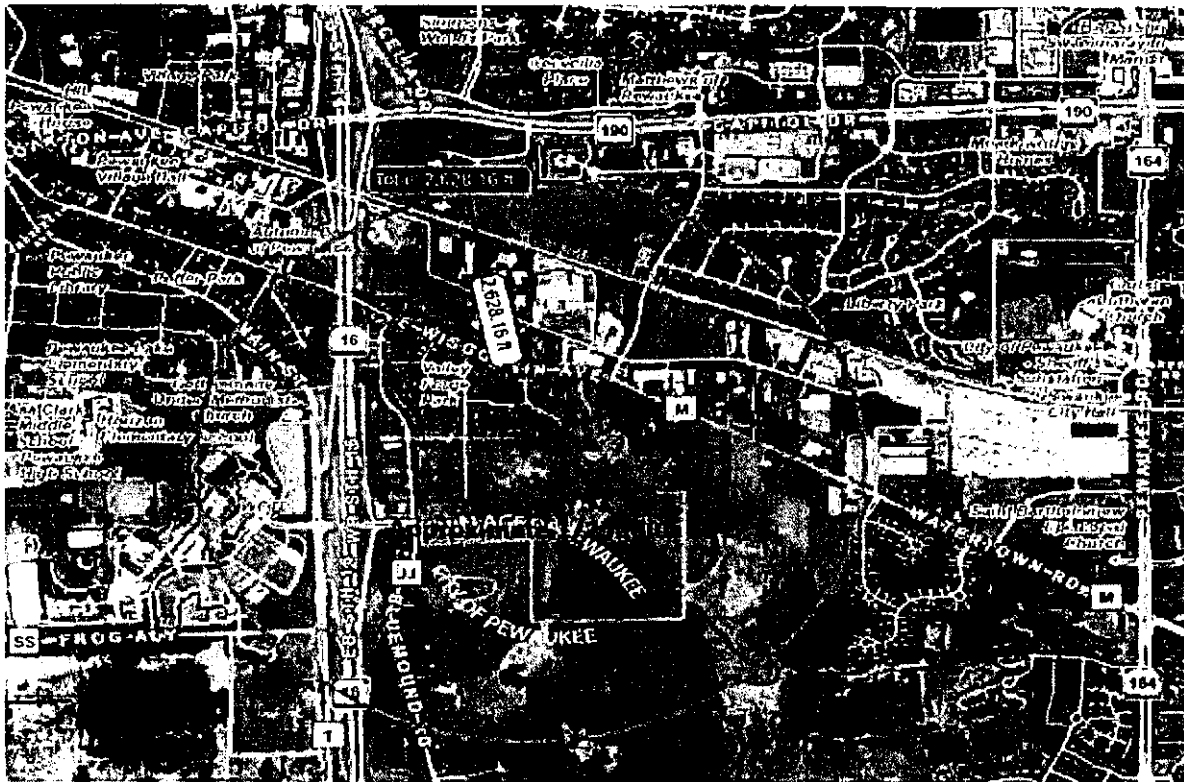
IMPROVEMENT #6  
STRUCTURAL FILL IMPORT ALLOWANCE  
LOCATION: Entire TID  
TOTSL: \$600,000

FINANCING & INTEREST COSTS, ADMINISTRATIVE/ORGANIZATIONAL FEES,  
COST OF ISSUANCE  
LOCATION: Entire TID  
TOTAL: \$788,000

DESCRIPTION: Debt financing and interest costs, Village staff/TID  
administration/organizational fees, and debt cost of issuance.

Village of Pewaukee  
TID #4 Project Plan & District Boundary

Map Showing Proposed Improvements and Uses with 1/2 mile radius shown





**Village of Pewaukee  
TID #4 Project Plan & District Boundary**

**Detailed List of Project Costs**

Demolition/On-Site Recycling of Existing Building	\$795,000
Environmental Remediation/Asbestos Abatement	\$167,950
Demolition – Dewatering Allowance	\$60,000
Site/Demolition Fill Allowance	\$200,000
Site Earthwork/Stabilization of Wet Soils Allowance	\$120,000
Structural Fill Import Allowance	\$600,000
<b>Subtotal</b>	<b>\$1,942,950</b>
Financing & Interest Costs, Administrative/Organizational Fees, Cost of Issuance	\$788,000
<b>Total</b>	<b>\$2,730,950</b>

All costs are based on current prices and are preliminary estimates. The Village reserves the right to increase these costs to reflect inflationary increases and other uncontrollable circumstances between creation of the TID and the time of construction. The Village also reserves the right to increase certain project costs to the extent others are reduced or not implemented, without amending the Project Plan. Total project costs are estimated and shall not exceed \$1,942,950 plus financing/interest costs. The tax increment allocation is preliminary and is subject to adjustment based upon the implementation of the Project Plan.

This Project Plan is not meant to be a budget nor an appropriation of funds for specific projects, but a framework within which to manage projects. All costs included in the Project Plan are estimates based on best information available. The Village retains the right to delete projects or change the scope and/or timing of projects implemented as they are individually authorized by the Village Board, without amending the Project Plan.

The Project Plan authorizes the expenditure of funds for project costs within a 1/2 mile radius of the TID boundary. There are no anticipated projects outside of the TID boundary at this time.

**Economic Feasibility**

The information and exhibits contained within this Project Plan demonstrate that the proposed TID is economically feasible insofar as:

- The Village has available to it the means to secure the necessary financing required to accomplish the projects contained within this Project

**Village of Pewaukee  
TID #4 Project Plan & District Boundary**

Plan. A listing of "Method of Financing and Timing of When Costs are to be Incurred" follows.

- The development anticipated to occur as a result of the implementation of this Project Plan will generate sufficient tax increments to pay for the cost of the projects. This Project Plan identifies the following: 1) the development expected to occur, 2) a projection of tax increments to be collected resulting from that development and other economic growth within the TID, and 3) a cash flow model demonstrating that the projected tax increment collections and all other revenues available such as debt issuance to the TID will be sufficient to pay all Project Costs.

In order to evaluate the economic feasibility of TID#4 it is necessary to project the amount of tax revenue that can be reasonably generated over the legal life of the TID. Included in Exhibit A is a proforma analysis of TID#4. The proforma analyzes expenses including debt service based on project plan costs of TID#4 against projected TID revenue. Tax revenue is conservatively estimated. Cash received from future TID#4 tax increments will be used to fund project costs and implementation of this Project Plan will also require that the Village issue debt obligations to provide direct or indirect financing for the Projects to be undertaken. In 2050, the final year of revenue collection for the TID, it is projected to have repaid all expenditures and is left with a positive surplus balance.

**Method of Financing and Timing of When Costs are to be Incurred**

Implementation of this Project Plan will require that the Village issue obligations to provide direct or indirect financing for the Projects to be undertaken. The following is a list of the types of obligations the Village may choose to utilize.

General Obligation (G.O.) Bonds or Notes

The Village may issue G.O. Bonds or Notes to finance the cost of Projects included within this Project Plan. Wisconsin Statutes limit the principal amount of G.O. and State Trust Fund Loan debt that a community may have outstanding at any point in time to an amount not greater than five-percent of its total equalized value (including increment values).

Board of Commissioners of Public Lands State Trust Fund Loans

The Village may issue State Trust Fund Loans to finance the cost of Projects included within this Project Plan. Wisconsin Statutes limit the principal amount of State Trust Fund Loan and GO debt that a community may have outstanding at any point in time to an amount not greater than five-percent of its total equalized value (including increment values).

**Village of Pewaukee  
TID #4 Project Plan & District Boundary**

Bonds Issued to Developers ("Pay as You Go" Financing)

The Village may issue a bond to one or more developers who provide financing for projects included in this Project Plan. Repayment of the amounts due to the developer under the bonds are limited to an agreed percentage of the available annual tax increments collected that result from the improvements made by the developer. To the extent the tax increments collected are insufficient to make annual payments, or to repay the entire obligation over the life of the District, the Village's obligation is limited to not more than the agreed percentage of the actual increments collected. Bonds issued to developers in this fashion are not general obligations of the Village and therefore do not count against the Village's borrowing capacity.

The actual amount of debt issuance will be determined by the Village at its convenience and as dictated by the nature of the projects as they are implemented. It is estimated that debt issuance costs to finance project costs will incur in the year 2022.

Plan Implementation

Projects identified will provide the necessary anticipated governmental services to the area, and appropriate inducements to encourage redevelopment of the area. The Village anticipates making total project expenditures of approximately \$1,942,950 plus financing/interest costs to undertake the projects listed in this Project Plan. The Expenditure Period of this District is 22 years from the date of adoption of the Creation Resolution by the Village Board. The projects to be undertaken pursuant to this Project Plan are expected to be financed primarily with cash received in the form of tax increment collections and the issuance of debt. As detailed in Exhibit A, the Village may choose to debt finance projects during the TID expenditure period. Cash flow proforma's assume debt issued in the year 2022, to finance certain public projects.

Developer agreements between the Village and property owners will be in place prior to making any public expenditure in direct support of development projects. These agreements can provide for development guarantees or a payment in lieu of development. To further assure contract enforcement, these agreements might include levying of special assessments against benefited properties. The order in which public improvements are made should be adjusted in accordance with development and execution of developer agreements. The Village reserves the right to alter the implementation of this Plan to accomplish this objective. Interest rates projected are based on current market conditions. Municipal interest rates are subject to constantly changing market conditions. In addition, other factors such as the loss of tax-exempt status of municipal bonds or broadening the purpose of future tax-exempt

**Village of Pewaukee  
TID #4 Project Plan & District Boundary**

bonds would affect market conditions. Actual interest expense will be determined once the methods of financing have been approved and securities or other obligations are issued.

**If financing as outlined in this Plan proves unworkable, the Village reserves the right to use alternate financing solutions for the projects as they are implemented.**

**Annexed Property**

There are no lands proposed for inclusion within the TID that were annexed by the Village on or after January 1, 2004.

**Proposed Changes in Zoning Ordinances**

The Village anticipates that the TID will require changes in zoning ordinances to implement this project plan. To the extent current zoning of individual parcels is inconsistent with the future uses of land listed in this plan, the Village will rezone those parcels. The District lands are currently zoned Institutional Public Service, the Village will rezone the site as Single Family Residential. The creation of the District does not constitute "newly platted residential development.

**Proposed Changes in Master Plan, Map, Building Codes and Village Ordinances**

The Village anticipates that the TID will not require changes in the master plan, map, and Village ordinances to implement this project plan.

**Relocation**

The Village does not anticipate the need to relocate persons or businesses in conjunction with this Plan. In the event relocation or the acquisition of property by eminent domain becomes necessary at some time during the implementation period, the Village will follow applicable state statues as required in Wisconsin Statutes chapter 32.

**Village of Pewaukee  
TID #4 Project Plan & District Boundary**

**Orderly Development of the Village**

Creation of the TID will enable the Village to undertake projects in furtherance of the stated objectives of its Comprehensive Plan and other planning documents. To this extent, creation of the TID promotes the orderly development of the Village.

**A List of Estimated Non-Project Costs**

Non-Project costs are public works projects that only partly benefit the TID or are not eligible to be paid with tax increment, or costs not eligible to be paid with Tax Incremental Financing funds. Examples would include:

- A public improvement made within the TID that also benefits property outside the TID. That portion of the total project costs allocable to properties outside of the TID would be a non-project cost.
- A public improvement made outside the TID that only partially benefits property within the TID. That portion of the total project costs allocable to properties outside of the TID would be a non-project cost.
- Projects undertaken within the TID as part of the implementation of this Project Plan, the costs of which are paid fully or in part by impact fees, grants, special assessments, or revenues other than tax increments.

The Village does not anticipate any non-project costs for the TID.

**Village Attorney Opinion**

Exhibit B contains a signed opinion from the Village attorney advising whether the project plan amendment is complete and complies with Section 66.1105(4)(f) of the Wisconsin Statutes.

Village of Pewaukee  
TID #4 Project Plan & District Boundary

EXHIBIT A  
Village of Pewaukee  
Tax Increment District No. 4  
Cash Flow Proforma Analysis

Assumptions	
Annual Inflation During Life of TID	2.00%
2021 Gross Tax Rate (per \$1000 Equalized Value)	\$15.55
Annual Adjustment to Tax rate	0.00%
Investment rate	0.25%

Data above dashed line are actual

New Issue Preliminary	
\$2,276,000	
Taxable G.O. Bonds	
Dated July 1, 2022	
Amount for Projects	\$2,207,000
Capitalized Interest	
Cost of Issuance (Est.)	\$69,125
Rounding	\$206

Year	Assumptions					Revenues			Expenditures				Cash Flow			Year
	(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)	(j)	(k)	(l)	(m)	(n)	(o)	
	TIF District Value	Inflation (Percent)	Construction Increment	TIF Increment Year Base	Tax Rate	Tax Revenue	Investment Income	Total Revenue	Principal	Interest	Debt Service	Combined Expenditures	Annual Balance	Year End Cumulative Balance (December 31)	Year	
2022	6479,902	59,580		59,580	\$15.55	\$8	\$0	\$0				\$0	\$0	\$0	2022	
2023	6489,582	59,772	\$2,250,000	57,269,351	\$15.55	\$2	\$0	\$0				\$0	\$0	\$0	2023	
2024	\$2,748,352	\$54,957	\$5,625,000	\$7,949,319	\$15.55	\$149	\$0	\$149				\$0	\$149	\$149	2024	
2025	\$8,428,319	\$184,566	\$5,625,000	\$13,742,885	\$15.55	\$35,192	\$0	\$35,192				\$0	\$35,393	\$15,442	2025	
2026	\$14,211,895	\$284,438		\$14,027,323	\$15.55	\$123,626	\$0	\$123,714	\$95,000	\$59,891	\$154,891	\$154,891	(\$11,177)	\$4,265	2026	
2027	\$14,506,323	\$290,126		\$14,317,443	\$15.55	\$213,126	\$11	\$213,736	\$160,000	\$57,325	\$217,325	\$217,325	\$1,589	\$676	2027	
2028	\$14,796,449	\$295,979		\$14,461,374	\$15.55	\$218,149	\$2	\$219,151	\$160,000	\$53,925	\$213,925	\$213,925	\$4,226	\$4,902	2028	
2029	\$15,092,378	\$301,848		\$14,913,276	\$15.55	\$222,661	\$3	\$222,873	\$175,000	\$50,109	\$225,109	\$225,109	\$8,435	\$2,466	2029	
2030	\$15,394,226	\$307,855		\$15,123,110	\$15.55	\$227,183	\$6	\$227,769	\$180,000	\$45,848	\$225,848	\$225,848	\$1,422	\$3,888	2030	
2031	\$15,702,110	\$314,042		\$15,337,152	\$15.55	\$231,957	\$13	\$232,967	\$190,000	\$41,220	\$231,220	\$231,220	\$2,747	\$6,635	2031	
2032	\$16,016,152	\$320,323		\$15,557,475	\$15.55	\$236,746	\$12	\$236,757	\$205,000	\$36,081	\$241,081	\$241,081	(\$4,324)	\$2,311	2032	
2033	\$16,336,475	\$326,710		\$16,184,205	\$15.55	\$241,630	\$4	\$241,630	\$215,000	\$30,425	\$240,425	\$240,425	\$1,205	\$3,517	2033	
2034	\$16,663,205	\$333,264		\$16,317,469	\$15.55	\$246,411	\$4	\$246,615	\$215,000	\$24,368	\$239,368	\$239,368	\$7,247	\$8,764	2034	
2035	\$16,996,450	\$339,929		\$16,657,398	\$15.55	\$251,192	\$12	\$251,714	\$220,000	\$17,950	\$237,950	\$237,950	\$13,764	\$22,528	2035	
2036	\$17,338,298	\$346,724		\$17,094,125	\$15.55	\$256,175	\$16	\$256,311	\$220,000	\$11,085	\$241,085	\$241,085	\$15,946	\$38,375	2036	
2037	\$17,683,126	\$352,663		\$17,557,789	\$15.55	\$261,162	\$16	\$261,258	\$235,000	\$3,760	\$238,760	\$238,760	\$21,978	\$61,692	2037	
2038	\$18,036,789	\$358,736		\$17,918,523	\$15.55	\$266,154	\$15	\$267,709				\$0	\$267,709	\$129,551	2038	
2039	\$18,397,525	\$364,950		\$18,286,475	\$15.55	\$271,054	\$14	\$272,078				\$0	\$272,078	\$163,499	2039	
2040	\$18,765,425	\$371,310		\$18,661,785	\$15.55	\$276,064	\$13	\$277,078				\$0	\$277,078	\$197,631	2040	
2041	\$19,140,785	\$378,815		\$19,044,690	\$15.55	\$281,186	\$12	\$282,198				\$0	\$282,198	\$232,226	2041	
2042	\$19,523,600	\$386,472		\$19,435,072	\$15.55	\$286,423	\$11	\$287,349				\$0	\$287,349	\$267,110	2042	
2043	\$19,914,072	\$394,281		\$19,833,354	\$15.55	\$291,776	\$10	\$292,652				\$0	\$292,652	\$302,284	2043	
2044	\$20,312,354	\$402,247		\$20,239,601	\$15.55	\$297,299	\$9	\$298,157				\$0	\$298,157	\$337,720	2044	
2045	\$20,718,601	\$414,372		\$20,653,973	\$15.55	\$303,043	\$8	\$303,811				\$0	\$303,811	\$373,440	2045	
2046	\$21,132,973	\$422,659		\$21,076,632	\$15.55	\$308,991	\$7	\$309,719				\$0	\$309,719	\$409,459	2046	
2047	\$21,555,032	\$431,113		\$21,529,745	\$15.55	\$315,245	\$6	\$315,985				\$0	\$315,985	\$445,807	2047	
2048	\$21,986,745	\$439,735		\$21,947,480	\$15.55	\$321,978	\$5	\$322,738				\$0	\$322,738	\$482,429	2048	
2049	\$22,426,480	\$448,530		\$22,396,010	\$15.55	\$328,883	\$4	\$329,601				\$0	\$329,601	\$519,299	2049	
2050						\$341,321	\$3	\$342,597				\$0	\$342,597	\$556,466	2050	
	\$5,896,010	\$11,500,000				\$8,204,835	\$52,177	\$8,257,012	\$2,275,000	\$421,581	\$2,706,581	\$2,706,581		\$1,746,910		

Type of TID: Right Estimation  
 2022: TID Inception  
 2044: Final Year to Incur TIF Related Costs  
 2049: Maximum Legal Life of TID (27 Years)  
 2050: Final Tax Collection Year  
 (E) Per Village Projections

Village of Pewaukee  
TID #4 Project Plan & District Boundary

**EXHIBIT B**  
**VILLAGE ATTORNEY OPINION**

**HIPPENMEYER, REILLY, BLUM,  
SCHMITZER, FABIAN & ENGLISH S.C.**

EMAIL: [MG@HRA.LAWFIRM.COM](mailto:MG@HRA.LAWFIRM.COM)

April 8, 2022

Via Email (villagepresident@villageofpewaukee.com) ONLY  
Mr. Jeff Knutson, Village President  
Village of Pewaukee  
235 Hickory Street  
Pewaukee, WI 53072

Re: TID #4

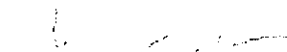
Dear President Knutson:

As Village Attorney for the Village of Pewaukee, Wisconsin Statute Sec. 66.1105(4)(f) requires that a Project Plan for a Tax Incremental Financing District include an opinion provided by the Village Attorney advising as to whether the Plan is complete and complies with Wisconsin Statute Sec. 66.1105. As Village Attorney for the Village of Pewaukee, I have been asked to review the above-referenced Project Plan Amendment for compliance with the applicable statutory requirements noted above. Based upon my review, it is my opinion that the Project Plan for the Village of Pewaukee Tax Incremental District No. 4 is complete and complies with the provisions of Wisconsin Statute Sec. 66.1105.

Thank you for your attention to this matter.

Sincerely,

HIPPENMEYER, REILLY, BLUM,  
SCHMITZER, FABIAN & ENGLISH S.C.



Mark G. Blum

MG:BJ

**EXHIBIT C  
TID #4 BOUNDARY LEGAL DESCRIPTION**

Lots 9 through 14 in Block 3 and Lots 2 through 21 in Block 4 and Lots 3 through 14 in Block 5 and all that part of vacated Longacre Road lying between the described Lots in Blocks 4 and 5, and a part of Outlot 15, in Block 5, all being in River Hills Park, a recorded subdivision, being a part of the Northwest 1/4 of the Northwest 1/4 of Section 15 and the Northeast 1/4 of the Northeast 1/4 of Section 16, Township 7 North, Range 19 East, in the Village of Pewaukee, County of Waukesha, State of Wisconsin, bounded and described as follows:

Commencing at the northwest corner of the Northwest 1/4 of said Section 15; thence South 00°21'51" East along the west line of said Northwest 1/4, 761.10 feet to a point of curvature on the north right-of-way line of Ridgeway Drive and the Point of Beginning; thence northeasterly 110.55 feet along said south right-of-way line and the arc of said curve to the left, whose radius is 459.89 feet and whose chord bears North 72°37'14" East, 110.28 feet; thence North 65°44'04" East along said south right-of-way line 180.00 feet to the west right-of-way line of Riverside Drive; thence South 24°15'56" East along said west right-of-way line 741.21 feet to the south subdivision line of said River Hills Park; thence North 88°31'34" East along said south subdivision line, 65.08 feet to the east right-of-way line of Riverside Drive; thence North 24°15'56" West along said east right-of-way line 796.41 feet; thence North 66°12'01" East 168.05 feet to a point on a meander line along the Pewaukee River; thence South 08°46'20" East along said meander line, 261.95 feet; thence South 67°22'10" West 98.11 feet to a point on the east right-of-way line of Riverside Drive; thence South 24°15'56" East along said east right-of-way line, 295.53 feet; thence North 64°23'47" East 110.85 feet to a point on a meander line along the Pewaukee River; thence South 26°47'56" East along said meander line, 305.00 feet to the south subdivision line of said River Hills Park; thence South 88°31'34" West along said south subdivision line, 769.80 feet; thence South 86°00'34" West along said south subdivision line 383.81 feet to the east line of Certified Survey Map No. 381; thence North 00°15'56" West along said east line, 221.10 feet; thence South 89°44'04" West along said east line, 10.00 feet; thence North 00°15'56" West along said east line and east line extended, 380.00 feet to a point on the south right-of-way line of Ridgeway Drive; thence North 89°44'04" East along said south right-of-way line 309.80 feet to a point of curvature; thence northeasterly 82.09 feet along said south right-of-way line and the arc of said curve to the left, whose radius is 459.89 feet and whose chord bears North 84°37'14" East, 81.98 feet the Point of Beginning. Containing 567,086 square feet (13.0185 acres) of land to the meander line of the Pewaukee River and 598,357 +/- square feet (13.7365 +/- acres) of land more or less to the water's edge.



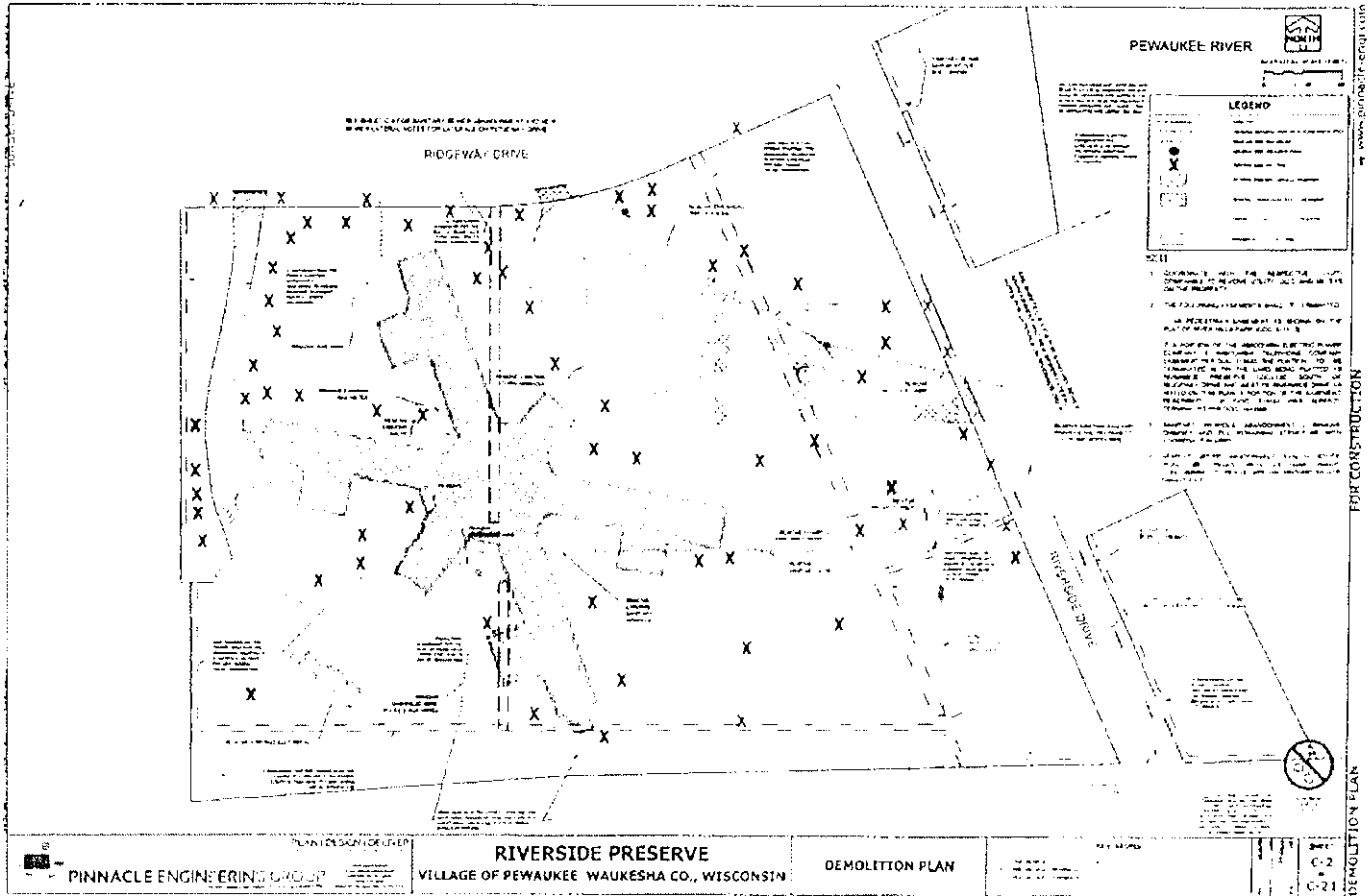
**Village of Pewaukee  
TID #4 Project Plan & District Boundary**

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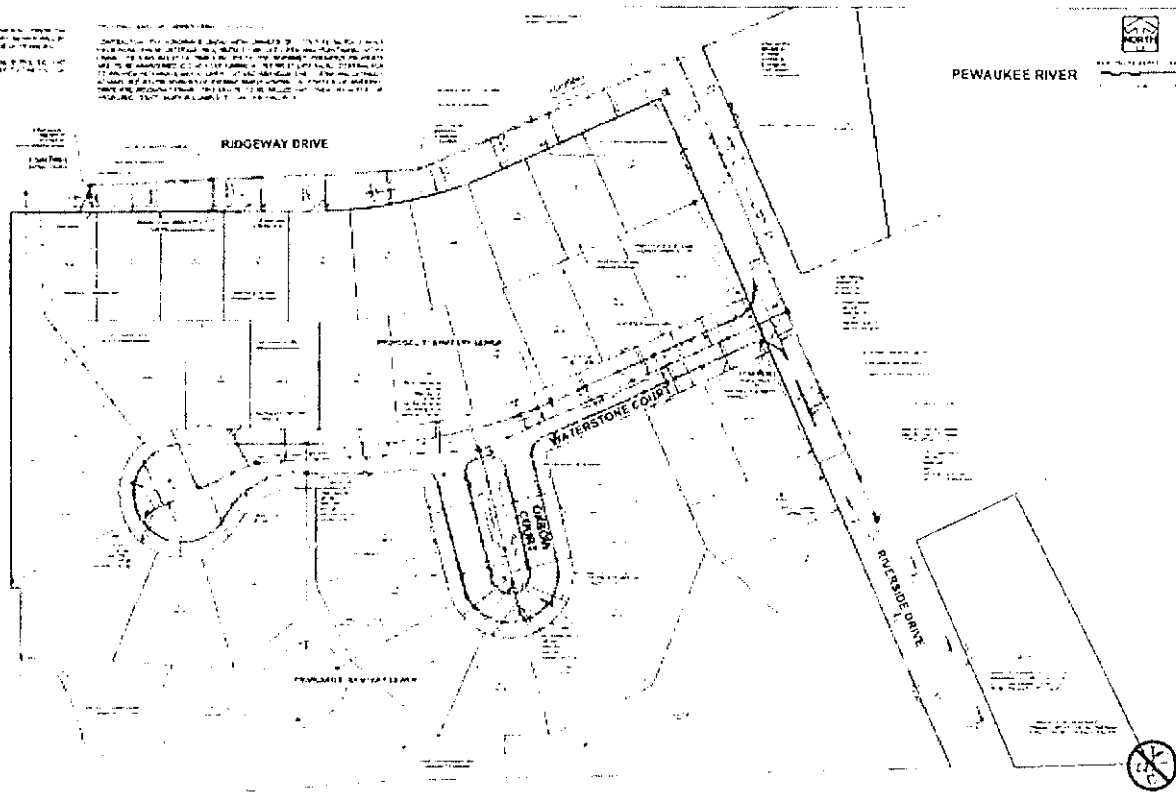


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PEWAUKEE RIVER



FOR CONSTRUCTION  
 SANITARY SEWER SYSTEM PLAN  
 www.pinnacleeng.com



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**RIVERSIDE PRESERVE**  
 VILLAGE OF PEWAUKEE WAUKESHA CO., WISCONSIN

**SANITARY SEWER SYSTEM PLAN**

SHEET NO. C-21  
 OF C-21

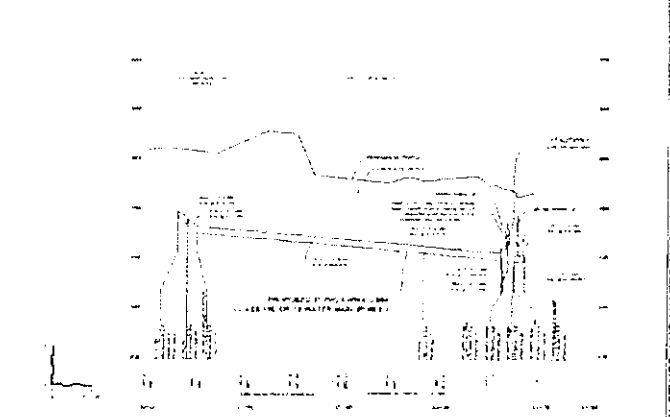
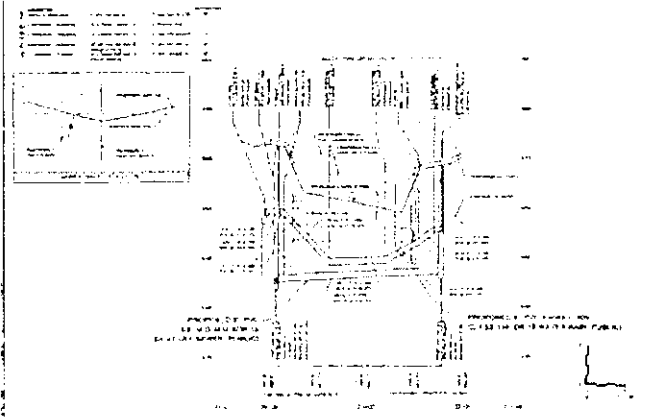
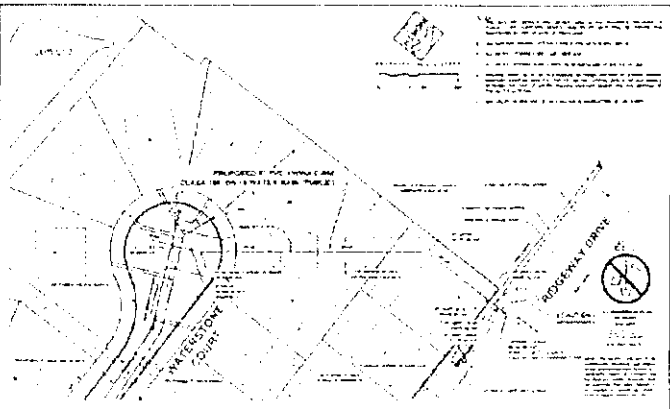
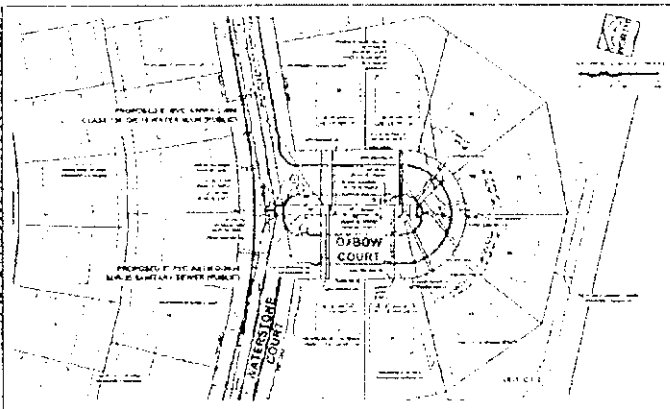
NO.	REVISIONS
1	ISSUED FOR CONSTRUCTION

DATE: 08/11/2011  
 DRAWN BY: J. J. JENSEN  
 CHECKED BY: J. J. JENSEN  
 APPROVED BY: J. J. JENSEN









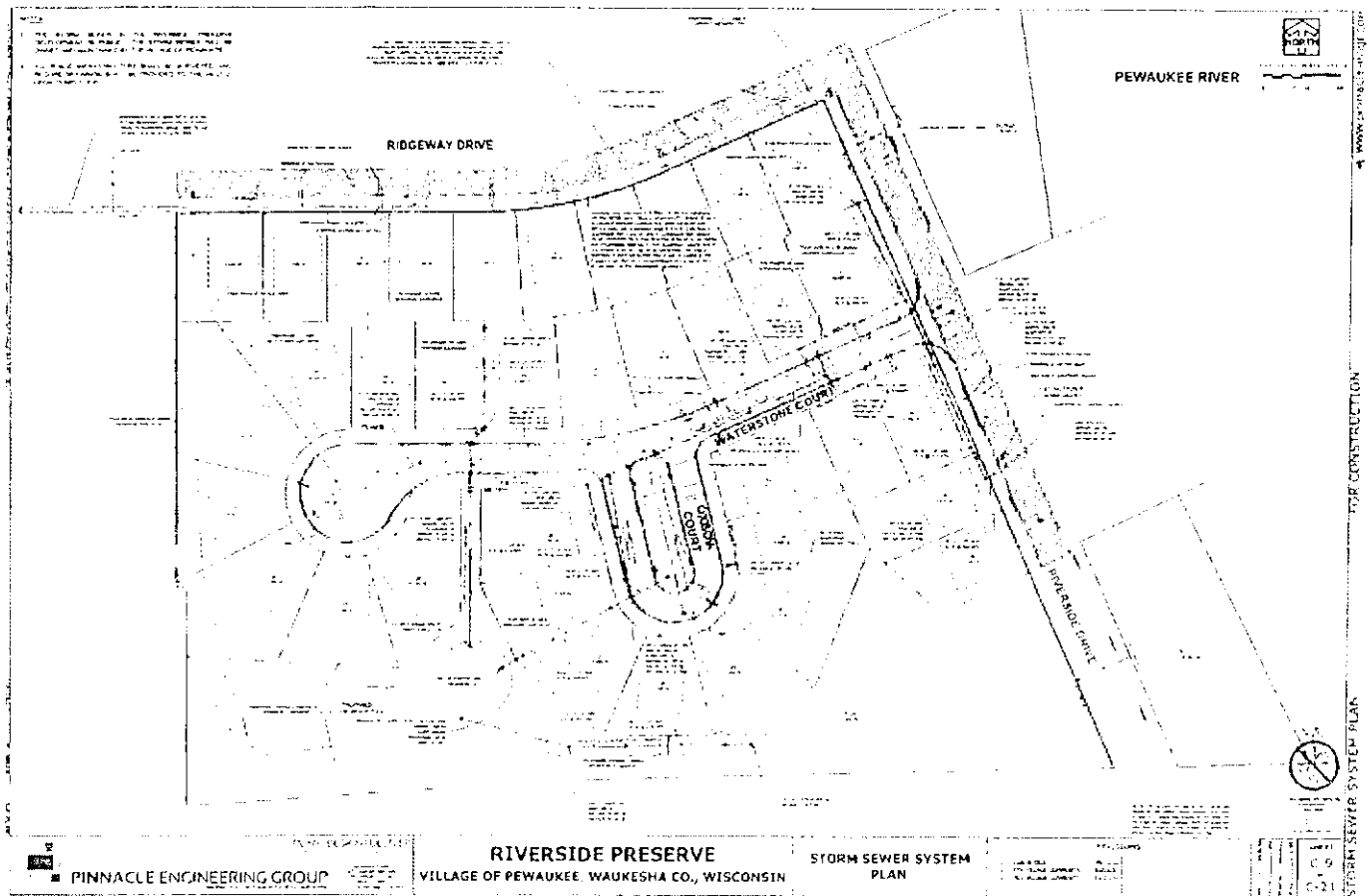

**PINNACLE ENGINEERING GROUP**  
 1000 W. WISCONSIN AVENUE  
 SUITE 200  
 WAUKESHA, WISCONSIN 53186  
 TEL: 262.546.1000  
 FAX: 262.546.1001  
 WWW.PINNACLE-ENG.COM


**RIVERSIDE PRESERVE**  
 VILLAGE OF PEWAUKEE, WAUKESHA CO., WISCONSIN

**SANITARY SEWER AND WATER MAIN PLAN & PROFILE FOR CONSTRUCTION**  
 SHEET NO. C-7  
 OF C-21

SANITARY SEWER AND WATER MAIN PLAN & PROFILE FOR CONSTRUCTION





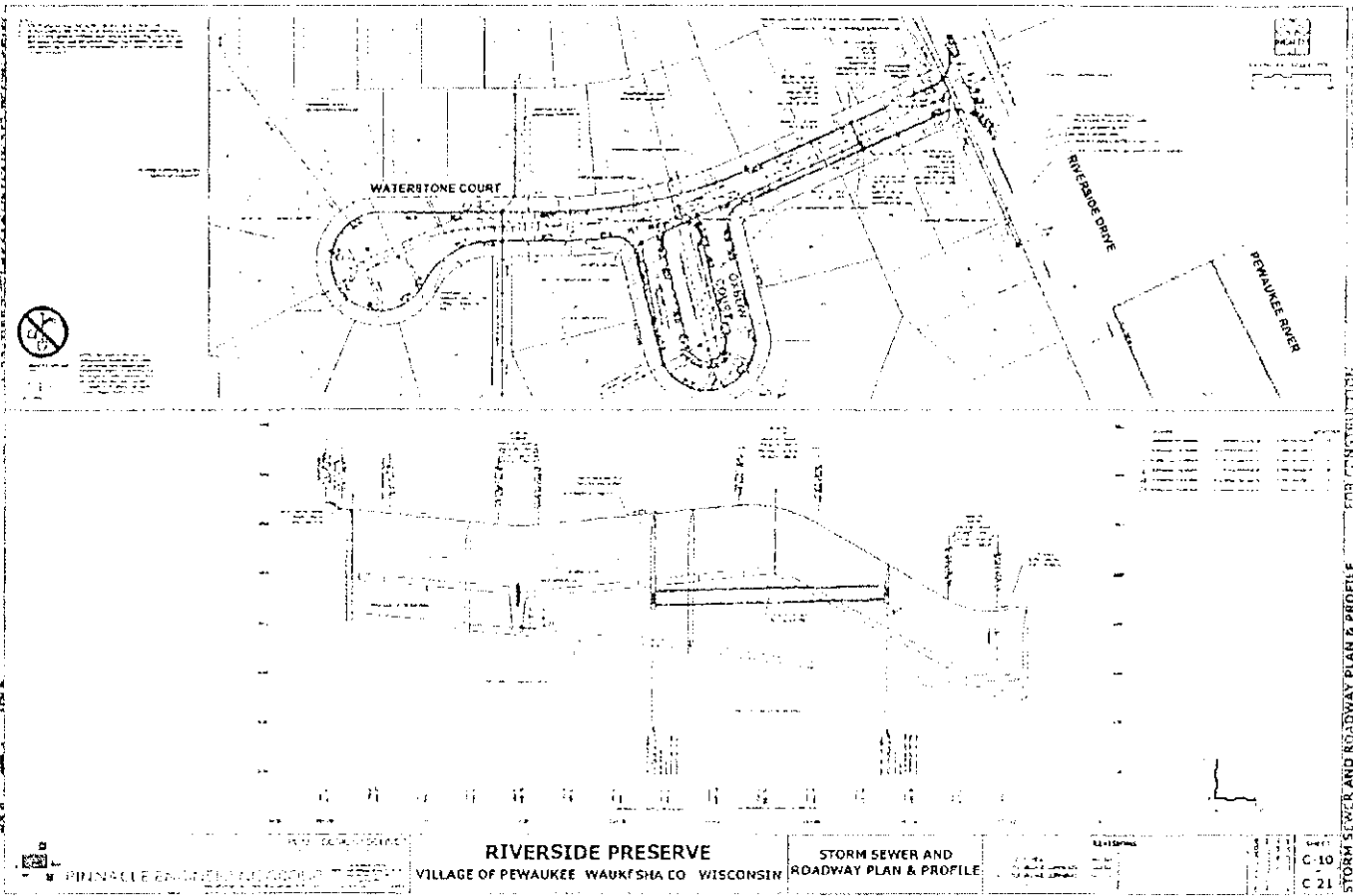

**PINNACLE ENGINEERING GROUP**  
 1000 W. WISCONSIN AVENUE  
 WEAUWATAMA, WI 53095  
 TEL: 262.781.1100  
 FAX: 262.781.1101  
 WWW.PINNACLE-ENG.COM

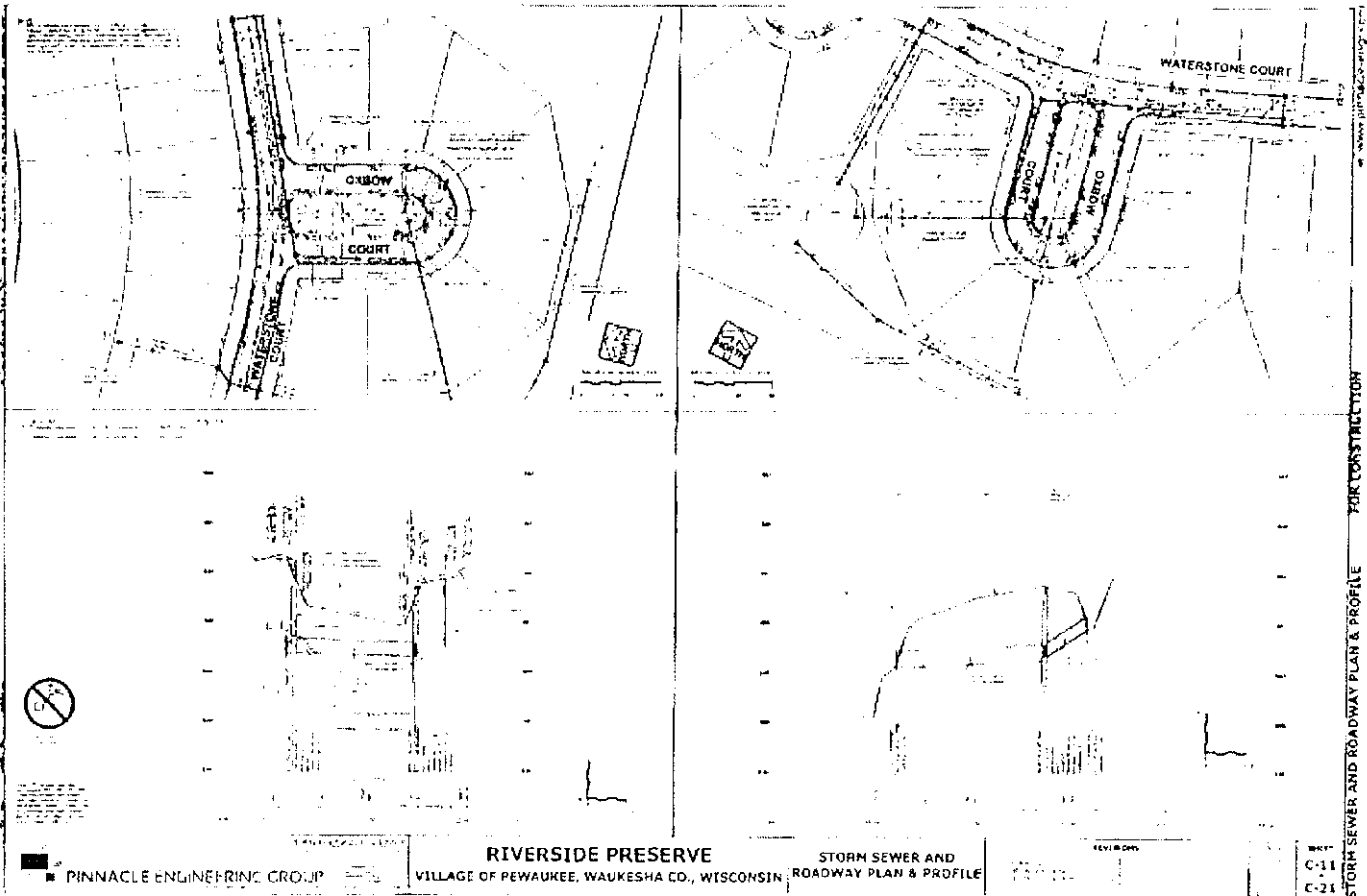
**RIVERSIDE PRESERVE**  
 VILLAGE OF PEWAUKEE, WAUKESHA CO., WISCONSIN

**STORM SEWER SYSTEM PLAN**

DATE: 01/18/18  
 SHEET: 0-21 OF 0-21

FOR CONSTRUCTION





NO STOPPING

PINNACLE ENGINEERING GROUP

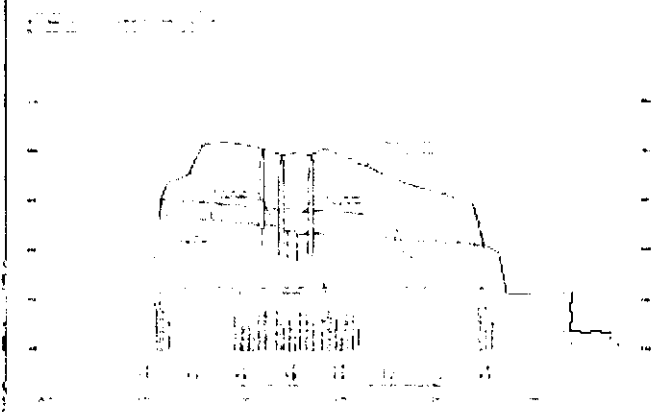
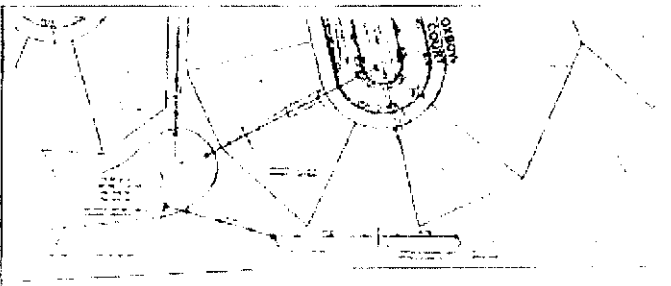
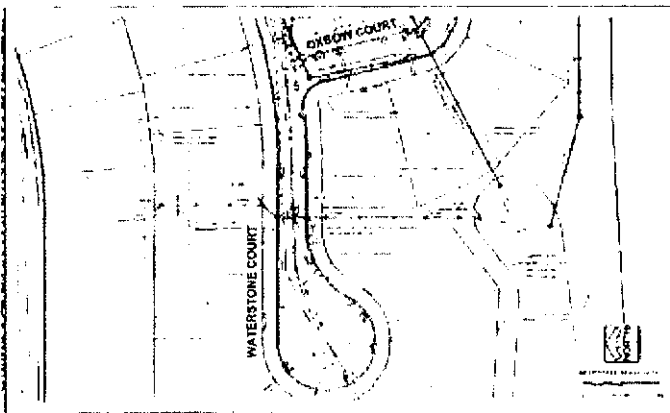
**RIVERSIDE PRESERVE**

VILLAGE OF PEWAUKEE, WAUKESHA CO., WISCONSIN

STORM SEWER AND  
ROADWAY PLAN & PROFILE

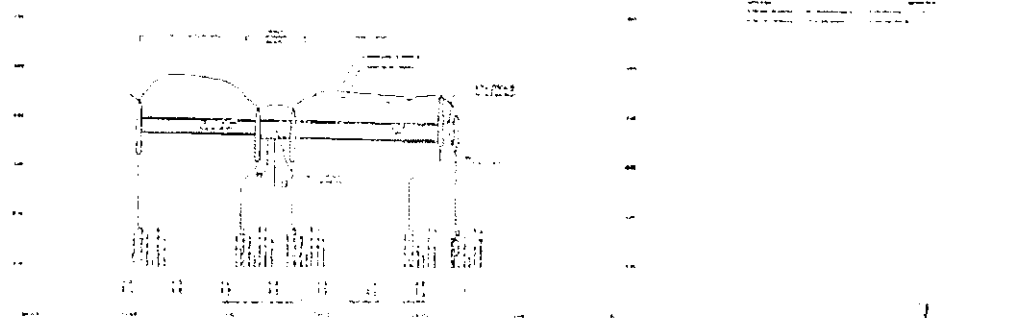
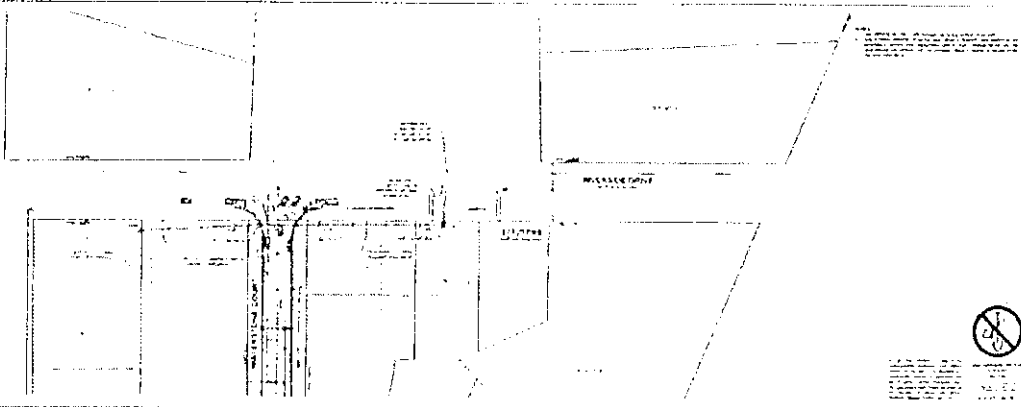
DATE:  
C-11  
C-21

FOR CONSTRUCTION



Pinnacle Engineering Group | **RIVERSIDE PRESERVE** | VILLAGE OF PEWAUKEE, WAUKESHA CO., WISCONSIN | **STORM SEWER PLAN & PROFILE** | SHEET NO. 11 | C-12 | C-21

FOR CONSTRUCTION | www.pinnacle-engineer.com



www.pinnacle-engineering.com

FOR CONSTRUCTION

STORM SEWER PLAN & PROFILE

**PINACLE ENGINEERING, INC.**  
 1000 W. WISCONSIN AVENUE  
 WISCONSIN

**RIVERSIDE PRESERVE**  
 VILLAGE OF PEWAUKEE, WAUKESHA CO., WISCONSIN

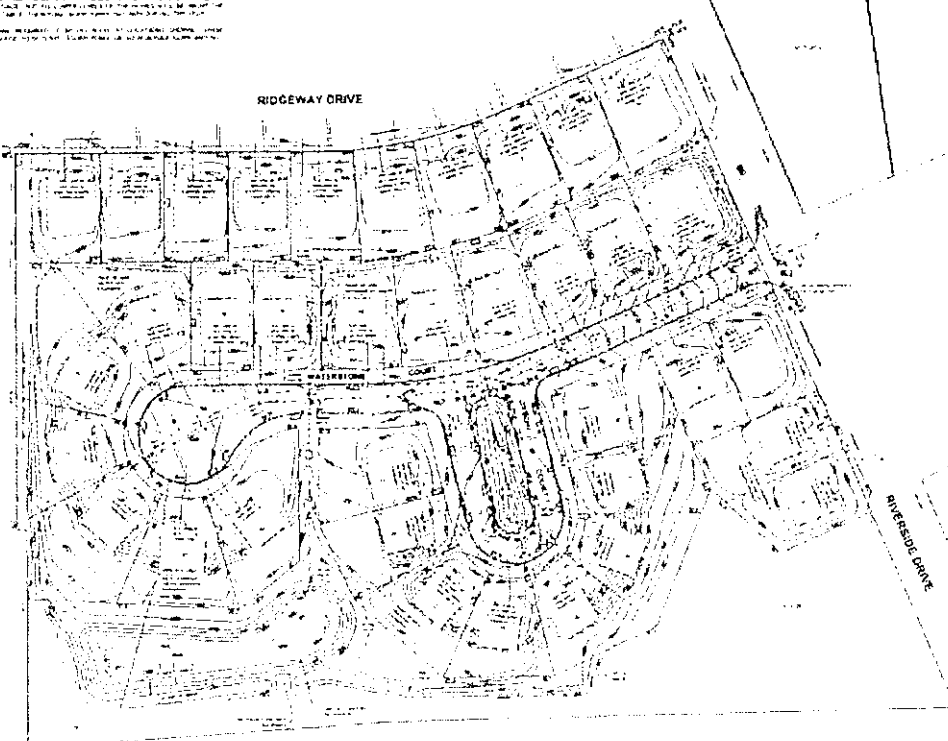
**STORM SEWER PLAN & PROFILE**

NO.	DESCRIPTION
1	MANHOLE 100"
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96	MANHOLE 100"
97	MANHOLE 100"
98	MANHOLE 100"
99	MANHOLE 100"
100	MANHOLE 100"

SHEET NO. C-13  
 OF C-23

THIS PLAN IS A PRELIMINARY DESIGN AND IS SUBJECT TO CHANGE WITHOUT NOTICE. THE ENGINEER HAS CONDUCTED VISUAL INSPECTIONS OF THE SITE AND HAS FOUND NO OBSTACLES TO THE PROPOSED CONSTRUCTION. THE ENGINEER HAS NOT CONDUCTED A SURVEY OF THE SITE AND HAS NOT DETERMINED THE EXACT LOCATION OF THE PROPOSED CONSTRUCTION. THE ENGINEER HAS NOT CONDUCTED A SURVEY OF THE SITE AND HAS NOT DETERMINED THE EXACT LOCATION OF THE PROPOSED CONSTRUCTION.

RIDGEWAY DRIVE



**LEGEND**

1	Proposed 12' Right of Way
2	Proposed 10' Right of Way
3	Proposed 8' Right of Way
4	Proposed 6' Right of Way
5	Proposed 4' Right of Way
6	Proposed 2' Right of Way
7	Proposed 1' Right of Way
8	Proposed 0' Right of Way
9	Proposed -1' Right of Way
10	Proposed -2' Right of Way
11	Proposed -3' Right of Way
12	Proposed -4' Right of Way
13	Proposed -5' Right of Way
14	Proposed -6' Right of Way
15	Proposed -7' Right of Way
16	Proposed -8' Right of Way
17	Proposed -9' Right of Way
18	Proposed -10' Right of Way
19	Proposed -11' Right of Way
20	Proposed -12' Right of Way



FOR CONSTRUCTION

MASTER GRADING PLAN

DATE: 11/15/11

SCALE: 1" = 40'

PROJECT: RIVERSIDE PRESERVE

CLIENT: VILLAGE OF PEWAUKEE

DESIGNED BY: [Name]

CHECKED BY: [Name]

APPROVED BY: [Name]

PINNACLE ENGINEERING GROUP

1000 W. WISCONSIN AVENUE, SUITE 100, PEWAUKEE, WISCONSIN 53072

TEL: 262.771.1111 FAX: 262.771.1112

WWW.PINNACLE-ENG.COM

**RIVERSIDE PRESERVE**

VILLAGE OF PEWAUKEE, WAUWATOSA CO. WISCONSIN

MASTER GRADING PLAN

Revisions

NO.	DATE	DESCRIPTION
1	11/15/11	ISSUED FOR PERMIT
2	11/15/11	ISSUED FOR CONSTRUCTION

DATE: 11/15/11

SCALE: 1" = 40'

PROJECT: RIVERSIDE PRESERVE

CLIENT: VILLAGE OF PEWAUKEE

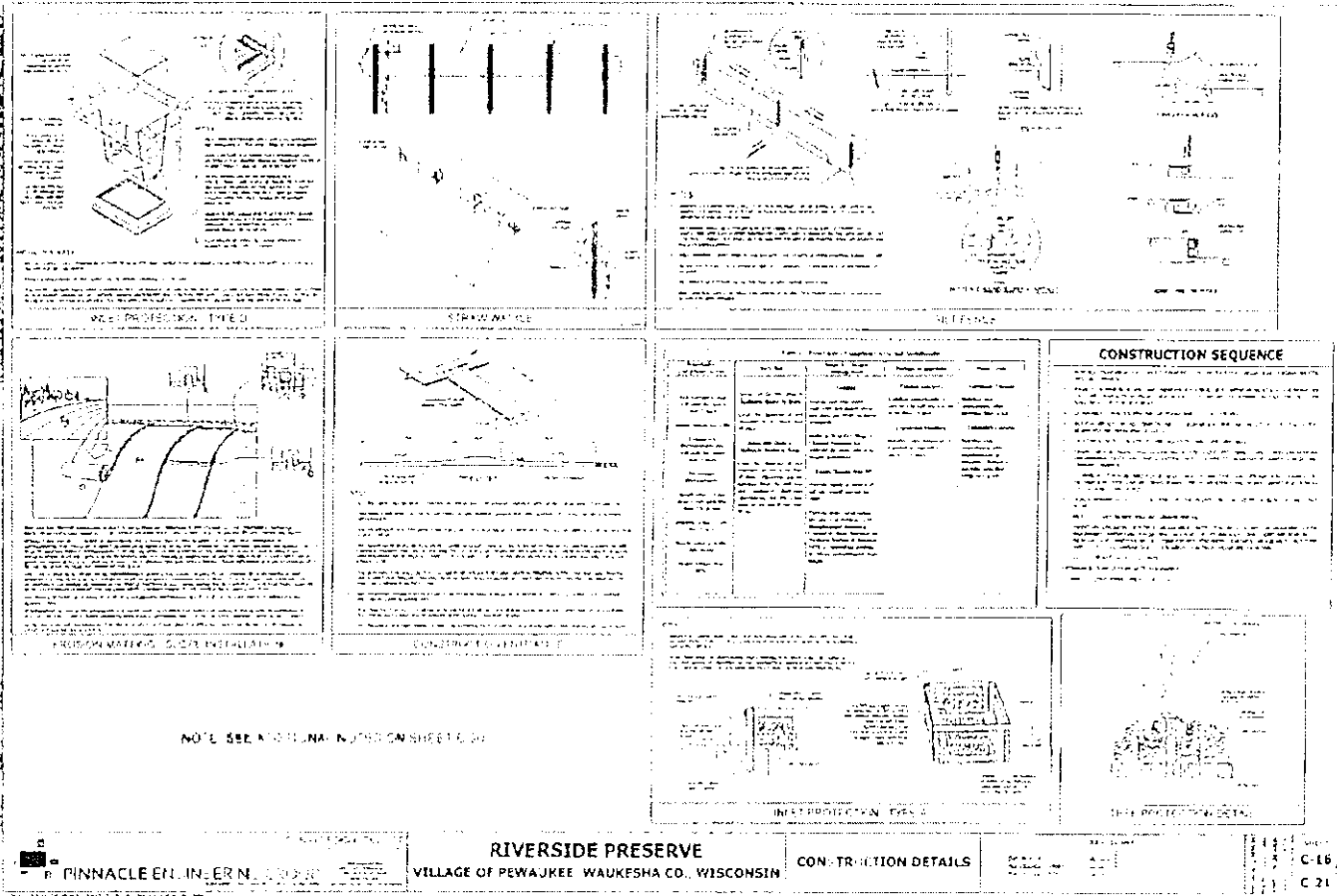
DESIGNED BY: [Name]

CHECKED BY: [Name]

APPROVED BY: [Name]







NOTE SEE ADDITIONAL NOTES ON SHEET C-16

**PINNACLE ENGINEERING**  
 1000 W. WISCONSIN AVENUE  
 WAUWATOSA, WI 53226  
 TEL: 414.774.1100  
 FAX: 414.774.1101  
 WWW.PINNACLEENR.COM

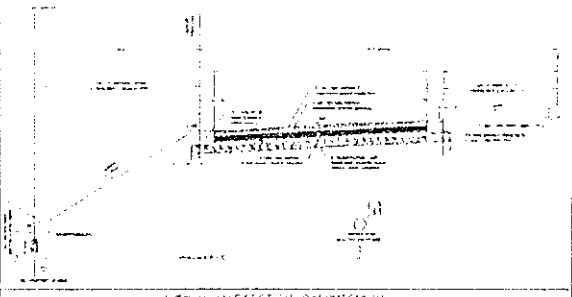
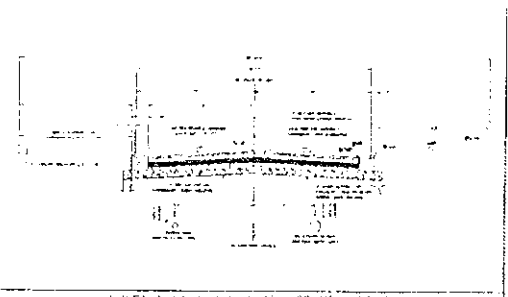
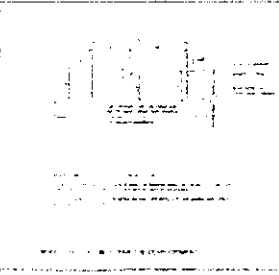
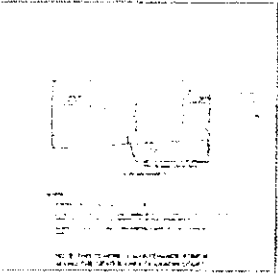
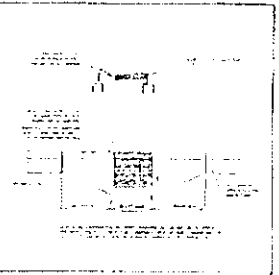
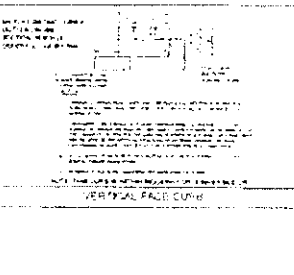
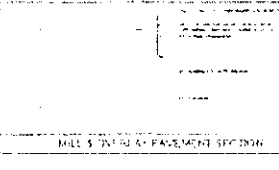
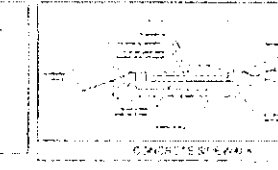
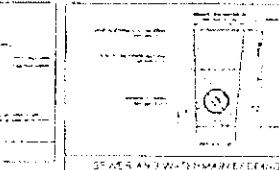
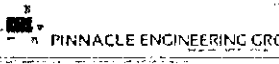
**RIVERSIDE PRESERVE**  
 VILLAGE OF PEWAUKEE WAUKESHA CO., WISCONSIN  
 CONSTRUCTION DETAILS

DATE: 10/20/11  
 DRAWN BY: J. J. JENSEN  
 CHECKED BY: J. J. JENSEN  
 PROJECT NO: 11-001

SHEET NO: C-16  
 TOTAL SHEETS: C-21

FOR CONSTRUCTION

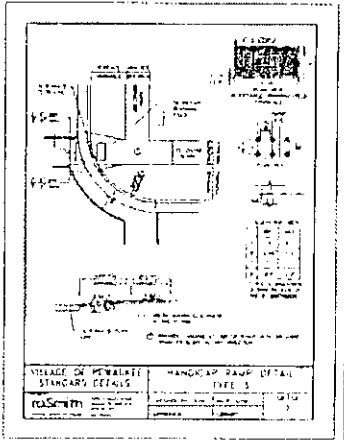
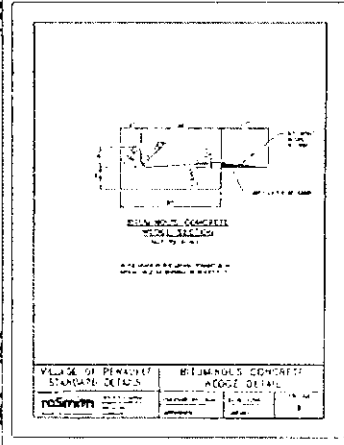
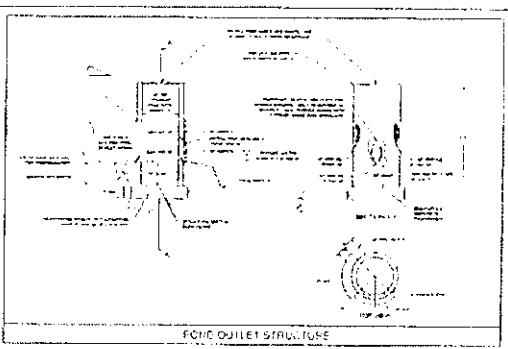
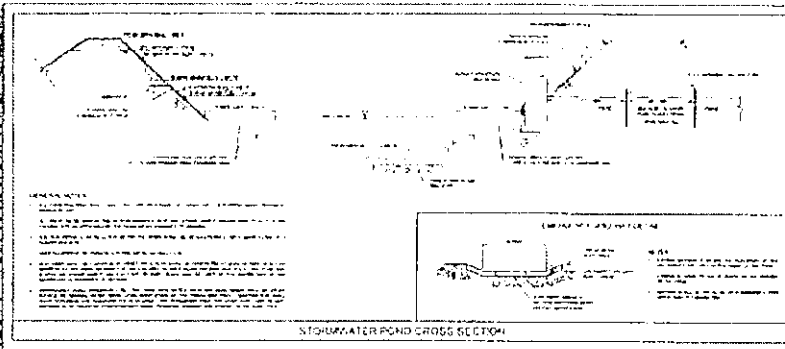


 <p>TYPICAL HALF SECTION OF BRIDGE DECK</p>		 <p>TYPICAL SECTION - WALLSTONE CORE (NO RIBS)</p>	
 <p>VERTICAL FACE CURB</p>	 <p>21' CONCRETE MAIN ROAD SLAB</p>	 <p>CURB AND GUTTER PROFILE</p>	 <p>VERTICAL FACE CURB</p>
 <p>MILL &amp; OVERLAY PAVEMENT SECTION</p>	 <p>CONCRETE SIDE WALK</p>	 <p>GRAVEL AND WATERMARKING MATS &amp; HYDROFILL</p>	
 <p>PINNACLE ENGINEERING GROUP</p>		<p><b>RIVERSIDE PRESERVE</b> VILLAGE OF PEWAUKEE, WAUKESHA CO., WISCONSIN</p>	
		<p>CONSTRUCTION DETAILS</p>	
		<p>DATE: 11/14/14</p>	
		<p>SCALE: AS SHOWN</p>	
		<p>PROJECT NO: 14-001</p>	
		<p>DATE: 11/14/14</p>	
		<p>BY: [Signature]</p>	
		<p>CHECKED: [Signature]</p>	
		<p>DATE: 11/14/14</p>	
		<p>SCALE: AS SHOWN</p>	
		<p>PROJECT NO: 14-001</p>	
		<p>DATE: 11/14/14</p>	
		<p>BY: [Signature]</p>	
		<p>CHECKED: [Signature]</p>	
		<p>DATE: 11/14/14</p>	

FOR CONSTRUCTION

CONSTRUCTION DETAILS

C-18  
C-21



**COUNTY**

NO. 1	NO. 2	NO. 3	NO. 4	NO. 5	NO. 6	NO. 7	NO. 8	NO. 9	NO. 10	NO. 11	NO. 12	NO. 13	NO. 14	NO. 15	NO. 16	NO. 17	NO. 18	NO. 19	NO. 20	NO. 21	NO. 22	NO. 23	NO. 24	NO. 25	NO. 26	NO. 27	NO. 28	NO. 29	NO. 30	NO. 31	NO. 32	NO. 33	NO. 34	NO. 35	NO. 36	NO. 37	NO. 38	NO. 39	NO. 40	NO. 41	NO. 42	NO. 43	NO. 44	NO. 45	NO. 46	NO. 47	NO. 48	NO. 49	NO. 50	NO. 51	NO. 52	NO. 53	NO. 54	NO. 55	NO. 56	NO. 57	NO. 58	NO. 59	NO. 60	NO. 61	NO. 62	NO. 63	NO. 64	NO. 65	NO. 66	NO. 67	NO. 68	NO. 69	NO. 70	NO. 71	NO. 72	NO. 73	NO. 74	NO. 75	NO. 76	NO. 77	NO. 78	NO. 79	NO. 80	NO. 81	NO. 82	NO. 83	NO. 84	NO. 85	NO. 86	NO. 87	NO. 88	NO. 89	NO. 90	NO. 91	NO. 92	NO. 93	NO. 94	NO. 95	NO. 96	NO. 97	NO. 98	NO. 99	NO. 100
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**PINNACLE ENGINEERING GROUP**

10000 W. WISCONSIN AVE. SUITE 100  
 WISCONSIN, WI 53090  
 TEL: 262.781.1111 FAX: 262.781.1112  
 WWW.PINNACLEP-ENGINE.COM

**RIVERSIDE PRESERVE**  
 VILLAGE OF PEWAUKEE, WAUKESHA CO., WISCONSIN

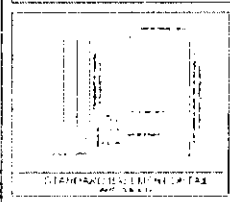
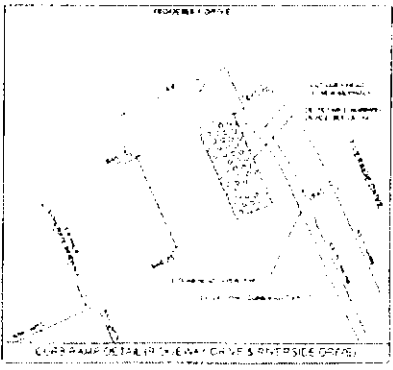
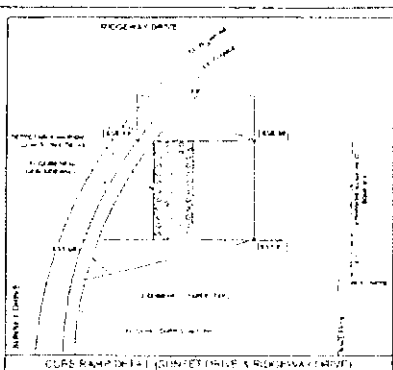
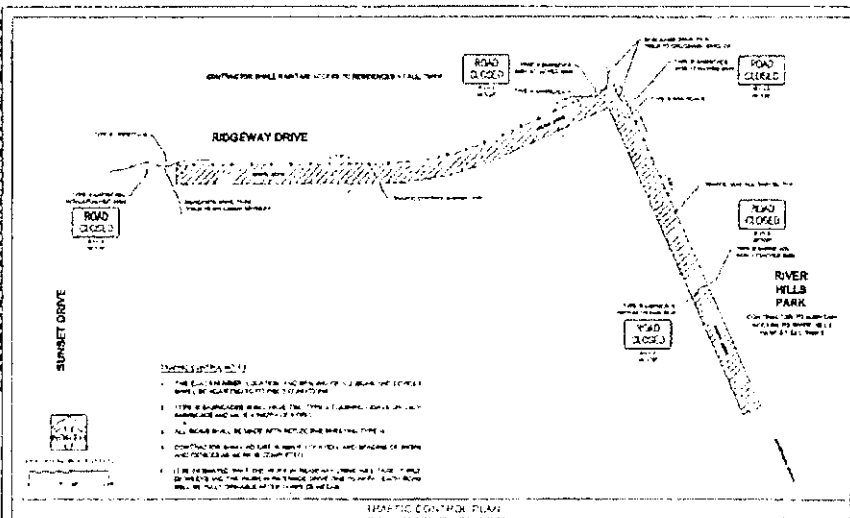
**CONSTRUCTION DETAILS**

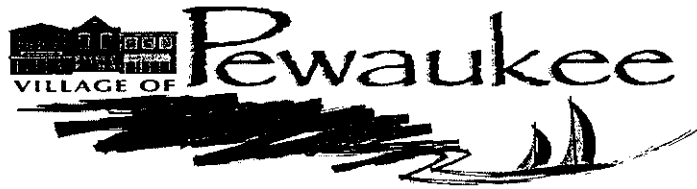
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**CONSTRUCTION DETAILS**

NO. 19  
 NO. 21







April 20, 2023

In regard to the Developers Guaranty Agreement, if any pages are illegible the original documents can be viewed at the Village of Pewaukee, 235 Hickory St, Pewaukee, WI 53072.

If you have any questions or concerns regarding the document, please do not hesitate to contact our office.

Sincerely,

A handwritten signature in black ink, appearing to read "Casandra Smith". The signature is fluid and cursive, with the first name being more prominent.

Casandra Smith  
Village Clerk  
Village of Pewaukee



**TID #4 Projects and Reimbursement Request Comparison**

<b>Improvement</b>	<b>Amount in Project Plan</b>	<b>Request Amount</b>	<b>Variance</b>	<b>Allowable Amount</b>
Improvement #1 - Demolition/Onsite Recycling of Existing Building	\$ 795,000.00	\$ 837,000.00	\$ (42,000.00)	\$ 795,000.00
Improvement #2 - Remediation/Asbestos Abatement	\$ 167,950.00	\$ 172,000.00	\$ (4,050.00)	\$ 167,950.00
Improvement #3 - Demolition - Dewatering Allowance	\$ 60,000.00	\$ 62,300.00	\$ (2,300.00)	\$ 60,000.00
Improvement #4 - Site Demolition/Fill Allowance	\$ 200,000.00	\$ 218,000.00	\$ (18,000.00)	\$ 200,000.00
Improvement #5 - Site Earthwork/Stabilization of Wet Soils	\$ 120,000.00	\$ 132,000.00	\$ (12,000.00)	\$ 120,000.00
Improvement #6 - Structural Fill Import Allowance	\$ 600,000.00	\$ 615,000.00	\$ (15,000.00)	\$ 600,000.00
<b>TOTAL</b>	<b>\$ 1,942,950.00</b>	<b>\$ 2,036,300.00</b>	<b>\$ (93,350.00)</b>	<b>\$ 1,942,950.00</b>

Report Criteria:

Report type: Invoice detail  
 Check.Type = {<-} "Adjustment"

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Description	Check Amount
<b>73340</b>						
04/24	04/05/2024	73340	AMAZON CAPITAL SERVI	11LD-DWRT-J	LIBRARY/OFFICE SUPPLIES	232.68
04/24	04/05/2024	73340	AMAZON CAPITAL SERVI	1G1Y-R3VW-	LIBRARY/PROCESSING SUPPLIES	40.98
04/24	04/05/2024	73340	AMAZON CAPITAL SERVI	1HHP-6N3F-C	LIBRARY/OFFICE SUPPLIES	14.95
04/24	04/05/2024	73340	AMAZON CAPITAL SERVI	1KC9-9MHG-4	LIBRARY/1 ADULT CD	12.39
04/24	04/05/2024	73340	AMAZON CAPITAL SERVI	1RPV-D7CY-6	LIBRARY/JUV PROG SUPPLIES	164.72
04/24	04/05/2024	73340	AMAZON CAPITAL SERVI	1VNF-7MYX-T	LIBRARY/JUV PROG SUPPLIES	94.97
Total 73340:						560.69
<b>73341</b>						
04/24	04/05/2024	73341	AMERICAN INDUSTRIAL	24068VP	2024 HEARING TESTING/DPW	900.00
Total 73341:						900.00
<b>73342</b>						
04/24	04/05/2024	73342	ARAMARK UNIFORM & C	6140345101	SEWER UNIFORMS	225.03
Total 73342:						225.03
<b>73343</b>						
04/24	04/05/2024	73343	BV TETZLAFF	22892	HYDRANT REPLACEMENT -SUNNYRIDGE	2,617.50
04/24	04/05/2024	73343	BV TETZLAFF	22893	WATER SVC REPAIR 600 HICKORY	2,850.60
Total 73343:						5,468.10
<b>73344</b>						
04/24	04/05/2024	73344	CITY OF PEWAUKEE	APRIL PARKS	PARKS APRIL	16,166.83
Total 73344:						16,166.83
<b>73345</b>						
04/24	04/05/2024	73345	CONSOLIDATED ELECTR	5890-1258322	STREET LIGHT BULBS	63.96
Total 73345:						63.96
<b>73346</b>						
04/24	04/20/2024	73346	ELLIOTT'S ACE HARDWA	753403	YARD RAKES	.00 V
Total 73346:						.00
<b>73347</b>						
04/24	04/05/2024	73347	ENVIROTECH EQUIPMEN	24-0023182	NOZZLE TO CLEAN LIFT STATIONS	932.00
Total 73347:						932.00
<b>73348</b>						
04/24	04/05/2024	73348	HAWKINS INC	6707306	HMO	4,284.33
Total 73348:						4,284.33

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<b>73349</b>						
04/24	04/05/2024	73349	INTOXIMETERS, INC.	753100	POLICE/NEW DRY GAS INTOX	150.00
Total 73349:						150.00
<b>73350</b>						
04/24	04/05/2024	73350	LINCOLN CONTRACTOR	189074	BLUE MARKING PAINT	134.16
Total 73350:						134.16
<b>73351</b>						
04/24	04/05/2024	73351	MIDWEST TAPE - HOOPL	505143445	LIBRARY/HOOPLA/FLEX MAR 2024	139.99
04/24	04/05/2024	73351	MIDWEST TAPE - HOOPL	505186642	LIBRARY/HOOPLA/FLEX MAR 2024	799.55
Total 73351:						939.54
<b>73352</b>						
04/24	04/05/2024	73352	MOTION & CONTROL EN	D59690-001	#113 CAT CACKHOE HYDRAULIC HOSE	183.06
Total 73352:						183.06
<b>73353</b>						
04/24	04/05/2024	73353	NORTHERN LAKE SERVI	2402026	BACTERIA 2.17.2024	110.00
04/24	04/05/2024	73353	NORTHERN LAKE SERVI	2402327	BACTERIA 2.13.2024	110.00
04/24	04/05/2024	73353	NORTHERN LAKE SERVI	2403256	WELL 2 NITRATE SAMPLE	30.00
04/24	04/05/2024	73353	NORTHERN LAKE SERVI	2403408	BACTERIA 3.04.2024	137.50
04/24	04/05/2024	73353	NORTHERN LAKE SERVI	2403845	BACTERIA 3.11.2024	110.00
Total 73353:						497.50
<b>73354</b>						
04/24	04/05/2024	73354	PAYNE & DOLAN INC	10-00003706	PAYNE DOLAN COLD PATCH	99.20
Total 73354:						99.20
<b>73355</b>						
04/24	04/05/2024	73355	PUBLIC SERVICE COMMI	2402-I-04620	PSC DIRECT ASSESSMENT-WELL #4 FEB 2024	1,077.12
Total 73355:						1,077.12
<b>73356</b>						
04/24	04/05/2024	73356	RA SMITH, INC	179605	2022 ROAD PROJECT	510.00
04/24	04/05/2024	73356	RA SMITH, INC	179607	2023 ROAD PROJECT	170.00
04/24	04/05/2024	73356	RA SMITH, INC	179611	VILLAGE PARK SANITARY SEWER RELAY PROJECT - USE OF IN	178.00
04/24	04/05/2024	73356	RA SMITH, INC	179612	2024 ROAD IMPROVEMENT SURVEY/DESIGNS- HIGH ST	18,768.00
Total 73356:						19,626.00
<b>73357</b>						
04/24	04/05/2024	73357	RUEKERT & MIELKE, INC	150937	LIFT 1 VFD REPLACEMENT PUMP 4	1,720.04
04/24	04/05/2024	73357	RUEKERT & MIELKE, INC	150938	GIS USER ACCT UPDATES & 2024 BUDGETING	455.00
04/24	04/05/2024	73357	RUEKERT & MIELKE, INC	150939	KOPMEIER LS DESIGN DRAWINGS AND SPECS	1,920.00
04/24	04/05/2024	73357	RUEKERT & MIELKE, INC	150940	WELL 2 CONSENT ORDER ASSISTANCE	845.64
04/24	04/05/2024	73357	RUEKERT & MIELKE, INC	150942	WELL 6 PFAS DESIGN	3,690.20

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Total 73357:						8,630.88
<b>73358</b>						
04/24	04/05/2024	73358	T-MOBILE	995776621	POLICE/CELL PHONE SERVICE	628.69
04/24	04/05/2024	73358	T-MOBILE	995776621B	POLICE/CELL PHONE BILLING FEB-MARCH 2024	457.22
Total 73358:						1,085.91
<b>73359</b>						
04/24	04/05/2024	73359	WAUKESHA COUNTY	NMMPL2024	LIBRARY/ADULT PROGRAM	100.00
Total 73359:						100.00
<b>73360</b>						
04/24	04/05/2024	73360	ZACHARY PFISTER	00037772	TAX INTERCEPT REFUND	140.00
Total 73360:						140.00
<b>73361</b>						
04/24	04/12/2024	73361	AMAZON CAPITAL SERVI	14NR-RLHD-4	LIBRARY/2 ADULT BKS	23.78
04/24	04/12/2024	73361	AMAZON CAPITAL SERVI	19YJ-GNYM-7	LIBRARY/COMPUTER SUPPLIES	6.99
Total 73361:						30.77
<b>73362</b>						
04/24	04/12/2024	73362	ARAMARK UNIFORM & C	6140349032	WATER UNIFORMS	231.15
04/24	04/12/2024	73362	ARAMARK UNIFORM & C	6140351611	MAT EXCHANGE MAR 2024	40.91
Total 73362:						272.06
<b>73363</b>						
04/24	04/12/2024	73363	BAKER & TAYLOR BOOK	2038136976	LIBRARY/FREIGHT CHARGE	277.97
04/24	04/12/2024	73363	BAKER & TAYLOR BOOK	2038137099	LIBRARY/FREIGHT CHARGE	114.38
04/24	04/12/2024	73363	BAKER & TAYLOR BOOK	2038138525	LIBRARY/FREIGHT CHARGE	109.46
04/24	04/12/2024	73363	BAKER & TAYLOR BOOK	2038138588	LIBRARY/FREIGHT CHARGE	102.73
04/24	04/12/2024	73363	BAKER & TAYLOR BOOK	2038138673	LIBRARY/FREIGHT CHARGE	86.80
04/24	04/12/2024	73363	BAKER & TAYLOR BOOK	2038140062	LIBRARY/FREIGHT CHARGE	251.05
04/24	04/12/2024	73363	BAKER & TAYLOR BOOK	2038142548	LIBRARY/FREIGHT CHARGE	44.48
04/24	04/12/2024	73363	BAKER & TAYLOR BOOK	2038144162	LIBRARY/FREIGHT CHARGE	183.69
04/24	04/12/2024	73363	BAKER & TAYLOR BOOK	2038146703	LIBRARY/FREIGHT CHARGE	32.51
04/24	04/12/2024	73363	BAKER & TAYLOR BOOK	2038146886	LIBRARY/FREIGHT CHARGE	109.54
04/24	04/12/2024	73363	BAKER & TAYLOR BOOK	2038149586	LIBRARY/FREIGHT CHARGE	282.51
04/24	04/12/2024	73363	BAKER & TAYLOR BOOK	2038150972	LIBRARY/FREIGHT CHARGE	23.76
04/24	04/12/2024	73363	BAKER & TAYLOR BOOK	2038153484	LIBRARY/FREIGHT CHARGE	591.84
04/24	04/12/2024	73363	BAKER & TAYLOR BOOK	2038156704	LIBRARY/FREIGHT CHARGE	12.83
04/24	04/12/2024	73363	BAKER & TAYLOR BOOK	2038159643	LIBRARY/FREIGHT CHARGE	249.82
04/24	04/12/2024	73363	BAKER & TAYLOR BOOK	2038163951	LIBRARY/FREIGHT CHARGE	161.89
04/24	04/12/2024	73363	BAKER & TAYLOR BOOK	2038164214	LIBRARY/FREIGHT CHARGE	591.81
Total 73363:						3,227.07
<b>73364</b>						
04/24	04/12/2024	73364	CINTAS CORPORATION	5203296059	CINTAS FIRST AID	192.00

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Total 73364:						192.00
<b>73365</b>						
04/24	04/12/2024	73365	COMPASS MINERALS AM	1316095	ROAD SALT (24.96 TON)3/19/2024	1,940.64
Total 73365:						1,940.64
<b>73366</b>						
04/24	04/12/2024	73366	CONSOLIDATED ELECTR	5890-1258546	BALLEST FOR WELL 4	24.55
04/24	04/12/2024	73366	CONSOLIDATED ELECTR	5890-1259336	BALLEST FOR WELL 4	24.17
Total 73366:						48.72
<b>73367</b>						
04/24	04/12/2024	73367	DIVISION OF UNEMPLOY	000013108449	MARCH 2024 UNEMPLOYMENT INS. SEMROW	19.60
Total 73367:						19.60
<b>73368</b>						
04/24	04/12/2024	73368	J. MILLER ELECTRIC, INC	8857	LIFT 1 VFD REPLACEMENT-PUMP 4	4,976.00
Total 73368:						4,976.00
<b>73369</b>						
04/24	04/12/2024	73369	KEMPEN MASONRY LLC	7725	LIBRARY/SNOW REMOVAL 3/22	530.00
Total 73369:						530.00
<b>73370</b>						
04/24	04/12/2024	73370	MIDWEST TAPE	505119777	LIBRARY/1 ADULT CD	11.99
04/24	04/12/2024	73370	MIDWEST TAPE	505119779	LIBRARY/3 ADULT DVD	63.72
04/24	04/12/2024	73370	MIDWEST TAPE	505138000	LIBRARY/1 ADULT DVD	26.24
04/24	04/12/2024	73370	MIDWEST TAPE	505138001	LIBRARY/1 JUVENILE DVD	24.74
04/24	04/12/2024	73370	MIDWEST TAPE	505171503	LIBRARY/1 ADULT DVD	14.99
04/24	04/12/2024	73370	MIDWEST TAPE	505171504	LIBRARY/4 ADULT DVD	55.46
04/24	04/12/2024	73370	MIDWEST TAPE	505171505	LIBRARY/1 ADULT DVD	29.99
04/24	04/12/2024	73370	MIDWEST TAPE	505197055	LIBRARY/1 ADULT CD	14.39
04/24	04/12/2024	73370	MIDWEST TAPE	505197056	LIBRARY/2 ADULT DVD	56.98
04/24	04/12/2024	73370	MIDWEST TAPE	505197057	LIBRARY/2 ADULT DVD	26.98
04/24	04/12/2024	73370	MIDWEST TAPE	505197058	LIBRARY/1 ADULT CD	14.99
04/24	04/12/2024	73370	MIDWEST TAPE	505204550	LIBRARY/1 ADULT DVD	22.49
04/24	04/12/2024	73370	MIDWEST TAPE	505204551	LIBRARY/2 ADULT DVD	56.23
04/24	04/12/2024	73370	MIDWEST TAPE	505204552	LIBRARY/1 JUVENILE CD	17.59
04/24	04/12/2024	73370	MIDWEST TAPE	505241430	LIBRARY/1 ADULT DVD	18.74
04/24	04/12/2024	73370	MIDWEST TAPE	505241431	LIBRARY/1 ADULT DVD	29.99
04/24	04/12/2024	73370	MIDWEST TAPE	505241432	LIBRARY/2 ADULT DVD	52.48
04/24	04/12/2024	73370	MIDWEST TAPE	505241433	LIBRARY/1 ADULT DVD	18.74
04/24	04/12/2024	73370	MIDWEST TAPE	505241434	LIBRARY/2 ADULT CD	27.98
04/24	04/12/2024	73370	MIDWEST TAPE	505241436	LIBRARY/1 JUVENILE DVD	24.74
04/24	04/12/2024	73370	MIDWEST TAPE	505241437	LIBRARY/1 JUVENILE DVD	15.74
04/24	04/12/2024	73370	MIDWEST TAPE	505258073	LIBRARY/1 ADULT DVD	11.99
04/24	04/12/2024	73370	MIDWEST TAPE	505258074	LIBRARY/1 ADULT MUSIC CD	11.99
04/24	04/12/2024	73370	MIDWEST TAPE	505258076	LIBRARY/1 ADULT DVD	23.99

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Total 73370:						673.16
<b>73371</b>						
04/24	04/12/2024	73371	MOTION & CONTROL EN	D61123-001	#113 CAT BACKHOE HYDRAULIC HOSE	339.09
Total 73371:						339.09
<b>73372</b>						
04/24	04/12/2024	73372	NORTHERN LAKE SERVI	2404245	RADIOACTIVITY 2.19.2024 WELL 2,4,5	1,063.26
Total 73372:						1,063.26
<b>73373</b>						
04/24	04/12/2024	73373	PFEIL, DANIEL	03212024	POLICE/PFEIL DOOR STOPS-UNIFORM ALLOWANCE REIMBUR	28.34
Total 73373:						28.34
<b>73374</b>						
04/24	04/12/2024	73374	SAFETY-KLEEN SYSTEM	94029228	RECYCLE CENTER USED OIL DISPOSAL	215.00
Total 73374:						215.00
<b>73375</b>						
04/24	04/12/2024	73375	SECURIAN FINANCIAL G	MAY 2024	MAY LIFE	644.70
Total 73375:						644.70
<b>73376</b>						
04/24	04/12/2024	73376	SHRED-IT USA	8006635053	PAPER SHRED 03.20.2024	67.38
Total 73376:						67.38
<b>73377</b>						
04/24	04/12/2024	73377	TACTICAL SOLUTIONS	10031	PD EQP MNT/RADAR-LASER-TUNING FORK CERTIFCATION	246.00
Total 73377:						246.00
<b>73378</b>						
04/24	04/12/2024	73378	WAUKESHA COUNTY EM	622	POLICE/TIMOTHY PATTERSON NEW ID BADGE	.75
Total 73378:						.75
<b>73379</b>						
04/24	04/19/2024	73379	AARONIN STEEL SALES I	11722	#704 LAWN TRAILER ALUMINUM	392.57
04/24	04/19/2024	73379	AARONIN STEEL SALES I	11773	#704 LAWN TRAILER STEEL	66.00
Total 73379:						458.57
<b>73380</b>						
04/24	04/19/2024	73380	AMAZON CAPITAL SERVI	197M-VLF7-G	LIBRARY/2 ADULT CDS	27.96
04/24	04/19/2024	73380	AMAZON CAPITAL SERVI	1YRL-TT6K-H	LIBRARY/2 ADULT BKS	35.71
Total 73380:						63.67

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<b>73381</b>						
04/24	04/19/2024	73381	ARAMARK	6140353009	SEWER UNIFORMS	234.69
Total 73381:						234.69
<b>73382</b>						
04/24	04/19/2024	73382	ASSOCIATED APPRAISAL	173667	ASSESSOR/FULL VALUE MAINT-2024	3,625.00
Total 73382:						3,625.00
<b>73383</b>						
04/24	04/19/2024	73383	AVANTI SAFETY CONSUL	24-3086	SAFETY TRAINING	1,100.00
Total 73383:						1,100.00
<b>73384</b>						
04/24	04/19/2024	73384	BADGER METER INC	80156106	ORION CELLULAR LTE SERVICE- MARCH 2024	1,646.80
Total 73384:						1,646.80
<b>73385</b>						
04/24	04/19/2024	73385	BAKER TILLY US, LLP	BT2721365	FINANCIAL AUDIT 3-2024	39,194.00
04/24	04/19/2024	73385	BAKER TILLY US, LLP	BT2721365-LI	LIBRARY/AUDIT 2024	2,800.00
Total 73385:						41,994.00
<b>73386</b>						
04/24	04/19/2024	73386	BUELOW VETTER BUIKE	261	GENERAL LABOR/POLICE NEGOTIATIONS	279.00
Total 73386:						279.00
<b>73387</b>						
04/24	04/19/2024	73387	CENTER POINT LARGE P	2084607	LIBRARY/2 LP BKS	49.14
Total 73387:						49.14
<b>73388</b>						
04/24	04/19/2024	73388	CITY OF PEWAUKEE	APRIL REC	REC APRIL	20,147.08
Total 73388:						20,147.08
<b>73389</b>						
04/24	04/19/2024	73389	COMPASS MINERALS AM	1315495	ROAD SALT (637.74 TN) 03-19-2024	49,584.29
Total 73389:						49,584.29
<b>73390</b>						
04/24	04/19/2024	73390	CONLEY MEDIA LLC	6333070324-2	LED LIGHTING REPLACEMENT FOR VH/PD BIDS	399.31
Total 73390:						399.31
<b>73391</b>						
04/24	04/19/2024	73391	DIXON ENGINEERING IN	24-0219	AT&T & SUNNYRIDGE/NEXIUS	2,700.00
Total 73391:						2,700.00

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Description	Check Amount
<b>73392</b>						
04/24	04/19/2024	73392	EnergiTech Services, LLC	164487	DIESEL FUEL STORAGE TANK	24,244.50
Total 73392:						24,244.50
<b>73393</b>						
04/24	04/19/2024	73393	HIPPENMEYER REILLY B	56182 AND 56	GENERAL COURT LEGAL	4,384.50
Total 73393:						4,384.50
<b>73394</b>						
04/24	04/19/2024	73394	J. MILLER ELECTRIC, INC	8858	WELL 5 VFD REPLACEMENT	5,612.00
Total 73394:						5,612.00
<b>73395</b>						
04/24	04/19/2024	73395	JAMES IMAGING SYSTE	36279600	LIBRARY/MONTHLY COPIER LEASE/APRIL 2024	914.60
Total 73395:						914.60
<b>73396</b>						
04/24	04/19/2024	73396	JANI-KING OF MILWAUKE	MIL04240370	LIBRARY/JANITORIAL SVC APRIL 2024	2,729.43
Total 73396:						2,729.43
<b>73397</b>						
04/24	04/19/2024	73397	JOHNSON CONTROLS S	39977399	FIRE INSPECTION REPORTING	33.00
Total 73397:						33.00
<b>73398</b>						
04/24	04/19/2024	73398	LEXISNEXIS RISK DATA	145123020240	POLICE/RECORD CHKS-MARCH 2024	200.00
Total 73398:						200.00
<b>73399</b>						
04/24	04/19/2024	73399	LINDE GAS & EQUIPMEN	41951367	WELDING SUPPLIES FOR #704	136.67
04/24	04/19/2024	73399	LINDE GAS & EQUIPMEN	42124677	ARGON GAS /GRINDING WHEEL	106.78
Total 73399:						243.45
<b>73400</b>						
04/24	04/19/2024	73400	MIDWEST FIBER NETWO	37664	LIFT STATION INTERNET	300.00
Total 73400:						300.00
<b>73401</b>						
04/24	04/19/2024	73401	MIDWEST TAPE - HOOPL	505242232	LIBRARY/HOOPLA/FLEX MAR 2024	230.45
04/24	04/19/2024	73401	MIDWEST TAPE - HOOPL	505272207	LIBRARY/BRIDGES HOOPLA INSTANT GRANT	935.11
Total 73401:						1,165.56
<b>73402</b>						
04/24	04/19/2024	73402	NORTH SHORE BANK CA	118203	LIBRARY/JANITORIAL SUPPLIES	.00 V
04/24	04/19/2024	73402	NORTH SHORE BANK CA	1481328	LIBRARY/PROCESSING SUPPLIES	.00 V
04/24	04/19/2024	73402	NORTH SHORE BANK CA	152358301031	LIBRARY/SPECTRUM 2/17-3/16 & 3/17-4/16	.00 V



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04/24	04/19/2024	73402	NORTH SHORE BANK CA	2038168401	LIBRARY/B&T FREIGHT	.00 V
04/24	04/19/2024	73402	NORTH SHORE BANK CA	2038169889	LIBRARY/ B&T FREIGHT	.00 V
04/24	04/19/2024	73402	NORTH SHORE BANK CA	2038172069	LIBRARY/B&T FREIGHT	.00 V
04/24	04/19/2024	73402	NORTH SHORE BANK CA	2038172186	LIBRARY/B&T FREIGHT	.00 V
04/24	04/19/2024	73402	NORTH SHORE BANK CA	2038173847	LIBRARY/B&T FREIGHT	.00 V
04/24	04/19/2024	73402	NORTH SHORE BANK CA	2038179823	LIBRARY/B&T FREIGHT	.00 V
04/24	04/19/2024	73402	NORTH SHORE BANK CA	2038181104	LIBRARY/FREIGHT	.00 V
04/24	04/19/2024	73402	NORTH SHORE BANK CA	2038185444	LIBRARY/B&T FREIGHT	.00 V
04/24	04/19/2024	73402	NORTH SHORE BANK CA	2038187441	LIBRARY/B&T FREIGHT	.00 V
04/24	04/19/2024	73402	NORTH SHORE BANK CA	2038188249	LIBRARY/B&T FREIGHT	.00 V
04/24	04/19/2024	73402	NORTH SHORE BANK CA	2038195654	LIBRARY/B&T FREIGHT	.00 V
04/24	04/19/2024	73402	NORTH SHORE BANK CA	2038196685	LIBRARY/B&T FREIGHT	.00 V
04/24	04/19/2024	73402	NORTH SHORE BANK CA	2038196698	LIBRARY/B&T FREIGHT	.00 V
04/24	04/19/2024	73402	NORTH SHORE BANK CA	4073061400	LIBRARY/PROCESSING SUPPLIES	.00 V
04/24	04/19/2024	73402	NORTH SHORE BANK CA	4073070000	LIBRARY/PROCESSING SUPPLIES	.00 V
04/24	04/19/2024	73402	NORTH SHORE BANK CA	4941928340	LIBRARY/SOFTWARE GOOGLE MARCH	.00 V
04/24	04/19/2024	73402	NORTH SHORE BANK CA	IN4556	LIBRARY/CYBERLYNK MARCH 2024	.00 V
04/24	04/19/2024	73402	NORTH SHORE BANK CA	NS24030179	LIBRARY/B&T SOFTWARE	.00 V
04/24	04/19/2024	73402	NORTH SHORE BANK CA	NSCC202404	LIBRARY/CREDIT CARD INTEREST	.00 V
04/24	04/19/2024	73402	NORTH SHORE BANK CA	WSJ04012024	LIBRARY/WSJ/SUBSCRIPTION 2ND QUARTER	.00 V
Total 73402:						.00
<b>73403</b>						
04/24	04/19/2024	73403	PEWAUKEE SCHOOL DIS	APRIL 2024	MOBILE HOME FEES APRIL	73.84
Total 73403:						73.84
<b>73404</b>						
04/24	04/19/2024	73404	Poblocki Paving Corporatio	ROW PMT 20	ROW DEPOSIT REFUND 2023-035	1,000.00
Total 73404:						1,000.00
<b>73405</b>						
04/24	04/19/2024	73405	PORT A JOHN	0448403-IN	PORT-A-JOHN APRIL RECYCLE CTR	128.00
Total 73405:						128.00
<b>73406</b>						
04/24	04/19/2024	73406	PROHEALTH CARE LABO	10004752109	POLICE/LEGAL BLOOD DRAW/2/1/24-4/1/2024	38.24
Total 73406:						38.24
<b>73407</b>						
04/24	04/19/2024	73407	PROHEALTH MEDICAL G	321861	POLICE/PATTERSON H&P DRUG SCREEN LAKE PATROL HIRE	112.00
Total 73407:						112.00
<b>73408</b>						
04/24	04/19/2024	73408	RUEKERT & MIELKE, INC	150941	WELL 4 HMO DESIGN	14,731.50
Total 73408:						14,731.50
<b>73409</b>						
04/24	04/19/2024	73409	STREICHERS	1687340	POLICE/FOTH WORK SHIRTS	178.97
04/24	04/19/2024	73409	STREICHERS	1687342	POLICE/ROWE UNIFORM PANTS	119.98

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Description	Check Amount
Total 73409:						298.95
<b>73410</b>						
04/24	04/19/2024	73410	TAYLOR COMPUTER SER	26082	PD ALLOCATION SONICWALL 2 YEARS	2,293.00
04/24	04/19/2024	73410	TAYLOR COMPUTER SER	26085	LIBRARY/COMPUTER EQUIPMENT 2024	1,716.85
04/24	04/19/2024	73410	TAYLOR COMPUTER SER	26086	LIBRARY/COMPUTER EQUIPMENT 2024	1,301.45
04/24	04/19/2024	73410	TAYLOR COMPUTER SER	26157	LIBRARY/MANAGER SERVICES APRIL 2024	312.00
04/24	04/19/2024	73410	TAYLOR COMPUTER SER	26158	POLICE/MARCH/APRIL MONTHLY BILLING	428.00
Total 73410:						6,051.30
<b>73411</b>						
04/24	04/19/2024	73411	US CELLULAR	0638746431	POLICE/CELL PHONES 03/01/2023-03/31/2024	33.31
Total 73411:						33.31
<b>73412</b>						
04/24	04/30/2024	73412	WAUKESHA COUNTY	FEB2024	COUG-RIMER	.00 V
04/24	04/30/2024	73412	WAUKESHA COUNTY	FEBRUARY20	COUG-423 MAIN ST	.00 V
04/24	04/30/2024	73412	WAUKESHA COUNTY	MARCH2024	COVE-WELL NO 4.	.00 V
Total 73412:						.00
<b>73413</b>						
04/24	04/19/2024	73413	WAUKESHA COUNTY TE	S0826787	POLICE/CIANO, MICHALSEN, SCHMACKLE, SCHWENKE, VOLZ	221.00
Total 73413:						221.00
<b>73414</b>						
04/24	04/19/2024	73414	WISCONSIN LIBRARY AS	19743	LIBRARY/WLA MEMBERSHIP BLENSKI	150.00
Total 73414:						150.00
<b>73415</b>						
04/24	04/19/2024	73415	WISCONSIN STATE LABO	771340	FLOURIDE 03.12.24	29.00
Total 73415:						29.00
<b>73416</b>						
04/24	04/19/2024	73416	WISCONSIN SUPREME C	680000000129	JUDICIAL ED 2024	800.00
Total 73416:						800.00
<b>73417</b>						
04/24	04/26/2024	73417	AQUARIUS SYSTEMS	121323.01 Har	HARVESTER REFURBISHMENT PAYMENT	32,774.50
04/24	04/26/2024	73417	AQUARIUS SYSTEMS	121323.01 NE	30% DEPOSIT NEW HARVESTER PURCHASE	95,130.00
Total 73417:						127,904.50
<b>73418</b>						
04/24	04/26/2024	73418	ARAMARK UNIFORM & C	6140356921	SEWER UNIFORMS	234.69
Total 73418:						234.69

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Description	Check Amount
<b>73419</b>						
04/24	04/26/2024	73419	ASSOCIATED TRUST CO	25290	4/01/23-03/31/24 ADMIN FEES GO BOND 4.24.2024	475.00
Total 73419:						475.00
<b>73420</b>						
04/24	04/26/2024	73420	Blenski	04182024	LIBRARY/CONFERENCE_PLA_BLENSKI	1,806.95
Total 73420:						1,806.95
<b>73421</b>						
04/24	04/26/2024	73421	DIXON ENGINEERING IN	24-0292	AT&T & SUNNYRIDGE/NEXIUS	1,350.00
04/24	04/26/2024	73421	DIXON ENGINEERING IN	24-0293	TMOBILE/INSITE SUNNYRIDGE ANTENNA	1,550.00
Total 73421:						2,900.00
<b>73422</b>						
04/24	04/26/2024	73422	ENVISIONWARE INC	INV-US-70599	LIBRARY/TECHNOLOGY RFID REPLACEMENT PAD	543.08
Total 73422:						543.08
<b>73423</b>						
04/24	04/26/2024	73423	GS SYSTEMS INC	INV26611	AVEVA & ALLMAX SUPPORT RENEWAL	5,467.50
Total 73423:						5,467.50
<b>73424</b>						
04/24	04/26/2024	73424	HAWKINS INC	6723734	POLYPHOSPHATE	4,538.58
Total 73424:						4,538.58
<b>73425</b>						
04/24	04/26/2024	73425	HYDROCORP	0077174-IN	CROSS CONNECT PRGM MARCH 2024	1,338.00
Total 73425:						1,338.00
<b>73426</b>						
04/24	04/26/2024	73426	KUJAWA ENTERPRISES I	323765	LIBRARY/LANDSCAPE MNT- APRIL 2024	2,209.75
Total 73426:						2,209.75
<b>73427</b>						
04/24	04/26/2024	73427	LINDE GAS & EQUIPMEN	42141413	WELDING SUPPLIES	29.95
Total 73427:						29.95
<b>73428</b>						
04/24	04/26/2024	73428	MIDWEST TAPE - HOOPL	505274666	LIBRARY/HOOPLA/FLEX APR 2024	95.00
Total 73428:						95.00
<b>73429</b>						
04/24	04/26/2024	73429	SENTINEL MN LLC	2023-006	POLICE/SUPPRESSOR FLASH HIDERS X 2	1,790.00
Total 73429:						1,790.00

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Description	Check Amount
<b>73430</b>						
04/24	04/26/2024	73430	TAYLOR COMPUTER SER	26159	MICROSOFT 365 ANNUAL	1,100.00
Total 73430:						1,100.00
<b>73431</b>						
04/24	04/26/2024	73431	ZARNOTH BRUSH WORK	0197663-in	#401 SWEEPER GUTTER BROOM (3)	436.50
Total 73431:						436.50
<b>73432</b>						
04/24	04/26/2024	73432	ZORN COMPRESSOR &	422166-00	LIFT #1 AIR COMPRESSOR OIL & FILTERS	108.48
Total 73432:						108.48
<b>300000376</b>						
04/24	04/05/2024	300000376	ACH RHYME BUSINESS	36115361	PD/COPIES & LEASE JAN	600.10
Total 300000376:						600.10
<b>300000377</b>						
04/24	04/05/2024	300000377	ACH MENARDS-CAPITAL	314305124066	METER VALVE REPAIR	39.99
04/24	04/05/2024	300000377	ACH MENARDS-CAPITAL	314306024124	#201 REPLACEMENT BATTERY	134.75
04/24	04/05/2024	300000377	ACH MENARDS-CAPITAL	314306424106	GARBAGE PICKERS (ROADSIDE)	25.98
04/24	04/05/2024	300000377	ACH MENARDS-CAPITAL	314306524062	SOFTNER SALT	69.90
04/24	04/05/2024	300000377	ACH MENARDS-CAPITAL	314306524062	PIER REPAIR LUMBER/SCREWS	41.44
04/24	04/05/2024	300000377	ACH MENARDS-CAPITAL	314306724063	PIER REPAIR (BOLTS)	2.38
04/24	04/05/2024	300000377	ACH MENARDS-CAPITAL	314306724075	SPEED HUMPS REPLACEMENT BOLTS	247.32
04/24	04/05/2024	300000377	ACH MENARDS-CAPITAL	314307124031	PIER REPLACEMENT DECKING	8.25
04/24	04/05/2024	300000377	ACH MENARDS-CAPITAL	314307124064	PIER HARDWARE	11.31
04/24	04/05/2024	300000377	ACH MENARDS-CAPITAL	314307424108	CEMETERY TOOLS	141.98
Total 300000377:						723.30
<b>300000379</b>						
04/24	04/20/2024	300000379	ACH KWIK TRIP INC - FU	DPW 03-2024	DPW- MARCH 2023	1,645.55
04/24	04/20/2024	300000379	ACH KWIK TRIP INC - FU	PD 03-2024	POLICE- MARCH 2023	2,797.93
04/24	04/20/2024	300000379	ACH KWIK TRIP INC - FU	SEWER 03-20	SEWER- MARCH 2024	549.08
04/24	04/20/2024	300000379	ACH KWIK TRIP INC - FU	STM WTR 03-	SEWER- MARCH 2024	352.53
04/24	04/20/2024	300000379	ACH KWIK TRIP INC - FU	WTR 03-2024	WATER- MARCH 2023	487.38
Total 300000379:						5,832.47
<b>300000394</b>						
04/24	04/01/2024	300000394	ACH WE ENERGIES	4938930105	637 CAPITOL DR -TRAFFIC SIGNALS	112.47
04/24	04/01/2024	300000394	ACH WE ENERGIES	4938978088	309 QUINLAN DR - STREET LIGHT	216.42
04/24	04/01/2024	300000394	ACH WE ENERGIES	4939109313	101 WESTFIELD WAY - STREET LIGHT	81.09
04/24	04/01/2024	300000394	ACH WE ENERGIES	4939253780	1201 CHESTERWOOD LN - STREET LIGHT	33.01
04/24	04/01/2024	300000394	ACH WE ENERGIES	4939307634	122 SIMMONS AVE - STREET LIGHT	33.84
04/24	04/01/2024	300000394	ACH WE ENERGIES	4939583047	326 LAKE ST - STREET LIGHT	113.56
04/24	04/01/2024	300000394	ACH WE ENERGIES	4939585128	1298 CAPITOL DR - STREET LIGHT	199.87
04/24	04/01/2024	300000394	ACH WE ENERGIES	4939672220	419 CHESCHIRE LN - STREET LIGHT	18.59
04/24	04/01/2024	300000394	ACH WE ENERGIES	4939906543	590 WESTFIELD WAY - STREET LIGHT	98.53
04/24	04/01/2024	300000394	ACH WE ENERGIES	4939916454	549 QUINLAN DR - STREET LIGHT	27.12
04/24	04/01/2024	300000394	ACH WE ENERGIES	4939930849	MAIN ST & RICHMOND DR - STREET LIGHT	57.19
04/24	04/01/2024	300000394	ACH WE ENERGIES	4939933938	1299 TURNBERRY DR - STREET LIGHT	28.79

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Description	Check Amount
04/24	04/01/2024	300000394	ACH WE ENERGIES	4940011551	822 RIDGEWAY DR - STREET LIGHT	49.21
04/24	04/01/2024	300000394	ACH WE ENERGIES	4940112155	204 PARKVIEW CT - STREET LIGHT	211.82
04/24	04/01/2024	300000394	ACH WE ENERGIES	4940121946	144 W WISCONSIN - STREET LIGHT	386.02
04/24	04/01/2024	300000394	ACH WE ENERGIES	4940189944	1070 N SHORE DR - STREET LIGHT	40.44
04/24	04/01/2024	300000394	ACH WE ENERGIES	4940237821	WEST AVE & W. WISCONSIN AVE -LED STREET LIGHT	17.63
04/24	04/01/2024	300000394	ACH WE ENERGIES	4940249293	100 E WISCONSIN AVE -CLOCK	23.58
04/24	04/01/2024	300000394	ACH WE ENERGIES	4940278530	235 HICKORY ST -STREET LIGHTING	2,651.56
04/24	04/01/2024	300000394	ACH WE ENERGIES	4940282519	1190 CECELIA DR UNIT B - STREET LIGHT	46.95
04/24	04/01/2024	300000394	ACH WE ENERGIES	4940313224	453 LEANORE CT - REAR - STREET LIGHT	34.73
04/24	04/01/2024	300000394	ACH WE ENERGIES	4940320321	829 QUINLAN DR - STREET LIGHT	57.66
04/24	04/01/2024	300000394	ACH WE ENERGIES	4940365816	276 MEADOWCREEK DR - REAR - STREET LIGHT	40.87
04/24	04/01/2024	300000394	ACH WE ENERGIES	4940984598	327 WILLOW GROVE DR - STREET LIGHT	573.31
Total 300000394:						5,154.26
<b>300000395</b>						
04/24	04/03/2024	300000395	ACH WE ENERGIES	4942539734	511 LAKE ST -STANDPIPE	202.44
04/24	04/03/2024	300000395	ACH WE ENERGIES	4942812237	1010 QUINLAN DR -WELL #5 GAS	193.84
04/24	04/03/2024	300000395	ACH WE ENERGIES	4942836547	626 STEPPING STONE -BOOSTER PUMP	283.82
04/24	04/03/2024	300000395	ACH WE ENERGIES	4942929003	800 MAIN ST -WELL #4	4,545.53
04/24	04/03/2024	300000395	ACH WE ENERGIES	4943371511	1010 QUINLAN DR -WELL #5 ELEC	4,875.78
04/24	04/03/2024	300000395	ACH WE ENERGIES	4943627139	460 LAKE ST -WELL STATION	279.53
04/24	04/03/2024	300000395	ACH WE ENERGIES	4943752541	W240N3301 CTY RD J -STANDPIPE	89.47
04/24	04/03/2024	300000395	ACH WE ENERGIES	4943956172	125 CAPITOL DR -WELL #2 ENERGY ANALYSIS	1,845.08
04/24	04/03/2024	300000395	ACH WE ENERGIES	4946414642	1004 HICKORY ST -WELL #3	5,249.86
Total 300000395:						17,565.35
<b>300000396</b>						
04/24	04/16/2024	300000396	ACH WE ENERGIES	4966195622	552 HICKORY/ MUNICIPAL STORAGE	95.12
Total 300000396:						95.12
<b>300000397</b>						
04/24	04/18/2024	300000397	ACH WE ENERGIES	4936481469	552 HICKORY -DPW RECYCLE CENTER	487.48
04/24	04/18/2024	300000397	ACH WE ENERGIES	4936488572	1000 HICKORY -DPW - ELECTRIC & GAS/MTR PNXZT15467	4,734.68
04/24	04/18/2024	300000397	ACH WE ENERGIES	4964945667	235 HICKORY -VILLAGE HALL - ELECTRIC	1,912.45
04/24	04/18/2024	300000397	ACH WE ENERGIES	4965619242	235 HICKORY -PD GARAGE - GAS	358.42
04/24	04/18/2024	300000397	ACH WE ENERGIES	4966188967	235 HICKORY -VILLAGE HALL - GAS	233.39
Total 300000397:						7,726.42
<b>300000398</b>						
04/24	04/18/2024	300000398	ACH WE ENERGIES	4965089746	515 KOPMEIER DR - KOPMEIER LIFT	316.91
04/24	04/18/2024	300000398	ACH WE ENERGIES	4965242172	1205 W WISCONSIN AVE - LIFT #1 PUMP - ELEC	5,983.48
04/24	04/18/2024	300000398	ACH WE ENERGIES	4965569873	632 W WISCONSIN AVE - WHITE OAKS LIFT	355.59
04/24	04/18/2024	300000398	ACH WE ENERGIES	4965622002	1205 E WISCONSIN AVE -LIFT STATION #1 - GAS	528.20
04/24	04/18/2024	300000398	ACH WE ENERGIES	4965687771	231 SUSSEX ST - SUSSEX LIFT	77.14
Total 300000398:						7,261.32
<b>300000399</b>						
04/24	04/18/2024	300000399	ACH WE ENERGIES	4964754081	235 HICKORY ST -STREET LIGHT CLASS C & D ELEC	238.37
04/24	04/18/2024	300000399	ACH WE ENERGIES	4965593124	1110 LAKE PARK DR -LIGHTING	66.23
04/24	04/18/2024	300000399	ACH WE ENERGIES	4965895682	145 W WISCONSIN -LIGHTING	64.44

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Description	Check Amount
Total 300000399:						369.04
<b>300000400</b>						
04/24	04/25/2024	300000400	ACH WE ENERGIES	4965111645	1000 HICKORY/PUBLIC WORKS GAS SERVICE	1,128.81
Total 300000400:						1,128.81
<b>300000401</b>						
04/24	04/24/2024	300000401	ACH WI EMPLOYEE TRU	MAY 2024	MAY HEALTH INSURANCE	68,569.04
Total 300000401:						68,569.04
<b>300000402</b>						
04/24	04/19/2024	300000402	ACH ELLIOTTS ACE HAR	753499	DISTILLED WATER	5.28
04/24	04/19/2024	300000402	ACH ELLIOTTS ACE HAR	753517	#109 SALTER LOCK PINS	38.12
04/24	04/19/2024	300000402	ACH ELLIOTTS ACE HAR	753585	#119 BLADE BOLTS	55.92
04/24	04/19/2024	300000402	ACH ELLIOTTS ACE HAR	753662	DEHUMIDIFIER FILTER	17.18
Total 300000402:						116.50
<b>300000403</b>						
04/24	04/19/2024	300000403	ACH PEWAUKEE UTILITY	04102024	LIBRARY/FIRE 1ST QTR	1,590.37
Total 300000403:						1,590.37
<b>300000404</b>						
04/24	04/19/2024	300000404	ACH WE ENERGIES	4981394770	LIBRARY/UTILITIES/ELECTRIC MARCH	3,592.01
Total 300000404:						3,592.01
<b>300000405</b>						
04/24	04/19/2024	300000405	NORTH SHORE BANK CA	118203	LIBRARY/JANITORIAL SUPPLIES	310.51
04/24	04/19/2024	300000405	NORTH SHORE BANK CA	1481328	LIBRARY/PROCESSING SUPPLIES	127.05
04/24	04/19/2024	300000405	NORTH SHORE BANK CA	152358301031	LIBRARY/SPECTRUM 2/17-3/16 & 3/17-4/16	445.88
04/24	04/19/2024	300000405	NORTH SHORE BANK CA	2038168401	LIBRARY/B&T FREIGHT	276.75
04/24	04/19/2024	300000405	NORTH SHORE BANK CA	2038169889	LIBRARY/ B&T FREIGHT	125.67
04/24	04/19/2024	300000405	NORTH SHORE BANK CA	2038172069	LIBRARY/B&T FREIGHT	198.43
04/24	04/19/2024	300000405	NORTH SHORE BANK CA	2038172186	LIBRARY/B&T FREIGHT	191.65
04/24	04/19/2024	300000405	NORTH SHORE BANK CA	2038173847	LIBRARY/B&T FREIGHT	249.45
04/24	04/19/2024	300000405	NORTH SHORE BANK CA	2038179823	LIBRARY/B&T FREIGHT	558.06
04/24	04/19/2024	300000405	NORTH SHORE BANK CA	2038181104	LIBRARY/FREIGHT	44.08
04/24	04/19/2024	300000405	NORTH SHORE BANK CA	2038185444	LIBRARY/B&T FREIGHT	426.20
04/24	04/19/2024	300000405	NORTH SHORE BANK CA	2038187441	LIBRARY/B&T FREIGHT	47.95
04/24	04/19/2024	300000405	NORTH SHORE BANK CA	2038188249	LIBRARY/B&T FREIGHT	37.10
04/24	04/19/2024	300000405	NORTH SHORE BANK CA	2038195654	LIBRARY/B&T FREIGHT	100.68
04/24	04/19/2024	300000405	NORTH SHORE BANK CA	2038196685	LIBRARY/B&T FREIGHT	271.79
04/24	04/19/2024	300000405	NORTH SHORE BANK CA	2038196698	LIBRARY/B&T FREIGHT	400.14
04/24	04/19/2024	300000405	NORTH SHORE BANK CA	4073061400	LIBRARY/PROCESSING SUPPLIES	426.10
04/24	04/19/2024	300000405	NORTH SHORE BANK CA	4073070000	LIBRARY/PROCESSING SUPPLIES	376.38
04/24	04/19/2024	300000405	NORTH SHORE BANK CA	4941928340	LIBRARY/SOFTWARE GOOGLE MARCH	6.00
04/24	04/19/2024	300000405	NORTH SHORE BANK CA	IN4556	LIBRARY/CYBERLYNK MARCH 2024	348.63
04/24	04/19/2024	300000405	NORTH SHORE BANK CA	NS24030179	LIBRARY/B&T SOFTWARE	275.00
04/24	04/19/2024	300000405	NORTH SHORE BANK CA	NSCC202404	LIBRARY/CREDIT CARD INTEREST	99.31
04/24	04/19/2024	300000405	NORTH SHORE BANK CA	WSJ04012024	LIBRARY/WSJ/SUBSCRIPTION 2ND QUARTER	194.97

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Description	Check Amount
Total 300000405:						5,537.78
<b>300000406</b>						
04/24	04/26/2024	300000406	ACH WI DEPT OF REVEN	13124-19	1ST QTR-2024 SALES TAX	9.93
04/24	04/26/2024	300000406	ACH WI DEPT OF REVEN	13124-21	1ST QTR-2024 SALES TAX	.01
04/24	04/26/2024	300000406	ACH WI DEPT OF REVEN	13124-22	1ST QTR-2024 SALES TAX	206.27
04/24	04/26/2024	300000406	ACH WI DEPT OF REVEN	13124-23	1ST QTR-2024 SALES TAX	23.15
04/24	04/26/2024	300000406	ACH WI DEPT OF REVEN	13124-26	1ST QTR-2024 SALES TAX	2,216.00
Total 300000406:						2,455.36
Grand Totals:						540,849.81

Summary by General Ledger Account Number

GL Account	Debit	Credit	Proof
001-00-11000-000-000	.00	.00	.00
110-00-21337-000-100	1,732.32	.00	1,732.32
110-00-21337-000-200	66,836.72	.00	66,836.72
110-00-21337-000-400	644.70	.00	644.70
110-00-21400-000-000	385.96	359,343.01-	358,957.05-
110-00-21761-000-000	73.84	.00	73.84
110-00-22105-000-000	1,000.00	.00	1,000.00
110-00-44900-000-000	206.27	.00	206.27
110-00-45100-000-000	140.00	.00	140.00
110-00-46100-000-000	9.93	.00	9.93
110-00-48500-000-100	.01	.00	.01
110-00-51100-000-000	138.97	.00	138.97
110-00-51120-000-100	5,870.00	270.00-	5,600.00
110-00-51200-000-140	800.00	.00	800.00
110-00-51300-000-000	3,180.00	.00	3,180.00
110-00-51300-000-110	1,204.50	.00	1,204.50
110-00-51320-000-000	279.00	.00	279.00
110-00-51420-000-140	981.57	.00	981.57
110-00-51440-000-000	182.52	.00	182.52
110-00-51460-000-000	155.22	.00	155.22
110-00-51470-000-000	81.99	.00	81.99
110-00-51510-000-000	27,113.00	.00	27,113.00
110-00-51520-000-000	3,625.00	.00	3,625.00
110-00-51600-000-310	2,755.67	.00	2,755.67
110-00-52100-000-140	246.00	.00	246.00
110-00-52100-000-310	2,797.93	.00	2,797.93
110-00-52100-000-320	455.62	.00	455.62
110-00-52100-000-330	1,631.42	.00	1,631.42
110-00-52100-000-380	1,119.22	.00	1,119.22
110-00-52100-000-400	327.29	.00	327.29
110-00-53100-000-120	455.00	.00	455.00
110-00-53100-000-140	198.00	.00	198.00
110-00-53310-000-310	550.00	.00	550.00
110-00-53310-000-311	8,090.70	.00	8,090.70
110-00-53330-000-310	2,816.94	.00	2,816.94
110-00-53340-000-310	51,563.05	.00	51,563.05

GL Account	Debit	Credit	Proof
110-00-53420-000-310	5,587.26	.00	5,587.26
110-00-53635-000-000	368.98	.00	368.98
110-00-53640-000-310	115.96	115.96-	.00
110-00-55200-000-000	16,166.83	.00	16,166.83
110-00-55300-000-000	20,147.08	.00	20,147.08
110-00-57210-000-000	1,790.00	.00	1,790.00
110-00-57327-000-000	127,904.50	.00	127,904.50
200-00-21400-000-000	.00	12,848.00-	12,848.00-
200-00-53300-000-100	12,670.00	.00	12,670.00
200-00-55200-000-000	178.00	.00	178.00
300-00-21400-000-000	.00	158.34-	158.34-
300-00-58300-000-000	158.34	.00	158.34
450-00-21400-000-000	.00	930.50-	930.50-
450-00-51570-000-000	930.50	.00	930.50
455-00-21400-000-000	.00	930.50-	930.50-
455-00-51570-000-000	930.50	.00	930.50
600-00-21400-000-000	.00	76,923.93-	76,923.93-
600-00-50427-001-000	158.33	.00	158.33
600-00-50605-002-000	7,457.08	.00	7,457.08
600-00-50605-006-000	193.84	.00	193.84
600-00-50622-000-000	14,950.70	.00	14,950.70
600-00-50625-002-000	2.39	.00	2.39
600-00-50625-004-000	57.31	.00	57.31
600-00-50630-002-000	2.89	.00	2.89
600-00-50630-003-000	1,589.76	.00	1,589.76
600-00-50631-001-000	787.69	.00	787.69
600-00-50631-002-000	3,092.38	.00	3,092.38
600-00-50631-003-000	2,980.52	.00	2,980.52
600-00-50631-005-000	1,962.32	.00	1,962.32
600-00-50650-002-000	291.91	.00	291.91
600-00-50652-006-000	5,468.10	.00	5,468.10
600-00-50653-002-000	39.99	.00	39.99
600-00-50655-002-000	283.82	.00	283.82
600-00-50700-001-000	487.38	.00	487.38
600-00-50903-004-000	2,880.25	.00	2,880.25
600-00-50904-001-000	308.52	.00	308.52
600-00-50921-004-000	586.49	.00	586.49
600-00-50923-001-000	4,247.00	.00	4,247.00
600-00-50923-002-000	26,045.34	.00	26,045.34
600-00-50923-003-000	1,338.00	.00	1,338.00
600-00-50923-005-000	134.16	.00	134.16
600-00-50928-002-000	1,077.12	.00	1,077.12
600-00-50930-003-000	163.64	.00	163.64
600-00-50930-004-000	275.00	.00	275.00
600-00-50931-001-000	62.00	.00	62.00
650-00-21400-000-000	.00	2,465.41-	2,465.41-
650-00-53100-000-140	1,613.00	.00	1,613.00
650-00-53310-000-310	352.53	.00	352.53
650-00-53330-000-310	436.50	.00	436.50
650-00-53330-100-310	63.38	.00	63.38
675-00-21400-000-000	.00	2,026.08-	2,026.08-
675-00-53100-000-140	1,613.00	.00	1,613.00
675-00-53310-100-310	346.52	.00	346.52
675-00-53430-000-310	66.56	.00	66.56
700-00-21400-000-000	.00	50,398.23-	50,398.23-
700-00-50429-001-000	158.33	.00	158.33
700-00-50821-000-000	749.64	.00	749.64



GL Account	Debit	Credit	Proof
700-00-50822-002-000	5,983.48	.00	5,983.48
700-00-50822-003-000	528.20	.00	528.20
700-00-50822-005-000	150.00	.00	150.00
700-00-50822-010-000	6,813.11	.00	6,813.11
700-00-50831-002-000	932.00	.00	932.00
700-00-50835-002-000	549.08	.00	549.08
700-00-50836-000-000	308.52	.00	308.52
700-00-50851-004-000	4,234.05	.00	4,234.05
700-00-50852-004-000	2,747.00	.00	2,747.00
700-00-50852-006-000	586.49	.00	586.49
700-00-50856-000-000	163.63	.00	163.63
700-00-50856-002-000	275.00	.00	275.00
700-00-50990-000-000	26,219.70	.00	26,219.70
900-00-21400-000-000	5,537.78	38,199.80-	32,662.02-
900-00-48500-000-100	23.15	.00	23.15
900-00-55110-000-140	389.94	194.97-	194.97
900-00-55110-000-141	9,013.52	2,870.54-	6,142.98
900-00-55110-000-142	713.51	.00	713.51
900-00-55110-000-143	4,442.37	281.00-	4,161.37
900-00-55110-000-144	3,438.97	1,086.25-	2,352.72
900-00-55110-000-146	456.95	.00	456.95
900-00-55110-000-150	2,800.00	.00	2,800.00
900-00-55110-000-160	1,590.37	.00	1,590.37
900-00-55110-000-310	5,490.32	10.57-	5,479.75
900-00-55110-000-311	5,181.03	794.51-	4,386.52
900-00-55110-000-312	1,264.99	.00	1,264.99
900-00-55110-000-313	359.69	.00	359.69
900-00-55110-000-450	2,435.11	.00	2,435.11
900-00-55110-000-500	599.88	299.94-	299.94
950-00-21400-000-000	.00	333.75-	333.75-
950-00-52100-000-145	221.00	.00	221.00
950-00-52100-000-410	112.75	.00	112.75
960-00-21400-000-000	.00	2,216.00-	2,216.00-
960-00-40622-003-000	2,216.00	.00	2,216.00
Grand Totals:	<u>552,697.29</u>	<u>552,697.29-</u>	<u>.00</u>

Report Criteria:

Report type: Invoice detail  
Check.Type = {<>} "Adjustment"



To: Jeff Knutson, Village President  
Village Board

From: Cassie Smith  
Village Clerk

Date: May 14, 2024

Re: Agenda Item 8m, Discussion and/or Possible Action on New “Class C” Liquor (Wine Only) License – Myxn Scents

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### **BACKGROUND**

The Wisconsin DOR enacted several updates to the alcohol laws. One change is that businesses no longer need to receive over 50% of revenue from food sales in order to receive a wine license. The request below is due to the change at the DOR.

Listed below is an application received for a new “Class C” (Wine Only) License. The applicant has applied for the remainder of the 2023-2024 license term ending on June 30, 2024.

The Village received an application from Myxn Bar LLC (dba/Myxn Scents) for the location at 145 W. Wisconsin Ave #3. This space is currently licensed to Myxn Bar LLC (dba/Myxn Scents) who currently hold a Class “B” license. The premise description specifically states the following:

*“All alcohol beverages being sold are kept in cooler in bar area and in a locked room in office area. All receipts are kept in a locked cabinet with other alcohol records. Alcohol is consumed in entire footprint. Signs posted: no one under the age of 21 is allowed without a parent.”*

The Fire Department, Treasurer, Building Services, and Police Department have given their approval.

The Village Board is the ruling body responsible for approving liquor license applications.

### **ACTION REQUESTED**

To consider the Alcohol Beverage License as listed.

#### **Class B Combination License (Class “B” Beer & “Class B” Liquor)**

Myxn Bar LLC	619 Main St. Delafield, WI 53018
DBA Myxn Scents	145 W. Wisconsin Ave #3
Agent: Cansas Steidl	

### **ANALYSIS**

The applicant listed above has applied for the remainder of the 2023-2024 license term. This is a new application to serve wine that provides the Board an opportunity to address concerns and outline conditions to ensure alcohol rules and regulations are adhered to in a manner the Board deems satisfactory.