



Regular Village Board Meeting Agenda
Tuesday, August 5, 2025
6:00 PM

Village Hall, 235 Hickory Street, Pewaukee, WI 53072

To view the meeting live:

<https://www.youtube.com/watch?v=IsBnifqXOW8>

1. Call to Order, Pledge of Allegiance, Moment of Silence and Roll Call.
2. Public Hearings/Presentations
 - a. Presentation by Therese Thill from the Waukesha County Center for Growth.
3. Approval of Minutes of Previous Meeting.
 - a. Minutes from the July 15, 2025 Regular Village Board Meeting.
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, with time being indicated by an audible alarm. When the alarm sounds, speakers are asked to conclude their comments. Speakers are asked to use the podium and state their name and address.*
5. Ordinances
 - a. Review, discussion and possible action on Ordinance 2025-08: An Ordinance to Repeal and Recreate Chapter 98 – Article IV of the Municipal Code of the Village of Pewaukee Regarding the Aquatic Weed Commission.
6. Resolutions
 - a. Review, discussion and possible action on Resolution 2025-12: A Resolution Authorizing the Issuance and Sale of Up to \$538,038 General Obligation Water System Promissory Notes, Series 2025, and Providing for Other Details and Covenants With Respect Thereto, and approval of related \$1,076,076 financial assistance agreement.
7. Old Business
 - a. Review, discussion, and possible action to approve the written decision regarding JM 1405 LLC's (c/o Kevin Yonke) Petition Appealing the 2024 Village of Pewaukee Fire – EMS Fee Assessment for real property located at 205 Prospect Ave (Yonke & Son Funeral Home) and having Tax ID No PWV 0896069.
8. New Business
 - a. Review, discussion and possible action to hire consultant to prepare Water Supply Service Area Plan per NR 854 to review future sources of drinking water for Village.
 - b. Review, discussion and possible action to approve a contract for Well #7 design and bidding services proposal for Engineering Services.
 - c. Review, discussion and possible action to approve a contract for Well #6 PFAS Study and Pre-Design Report proposal for Engineering Services.
 - d. Review, discussion and possible action on a Permanent Sanitary Sewer and Water Main Easement for The Glen at Pewaukee Lake.
 - e. Discussion and possible action to confirm Committee/Board Appointments by the Village President:
 - i. Aquatic Weed Commission – 2 Trustees
 - f. Review, discussion and possible action on New "Class B" Beer License ("Class B" Intoxicating Liquor) – Drita's Deli, LLC – DBA: Drita's located at 115 Main Street.
 - g. Review, discussion and possible action regarding a permanent drainage easement agreement with the property owner of 765 Glacier Road. If required, the Village Board of the Village of Pewaukee will enter into closed session pursuant to Wis. Statute Section 19.85(1)(e) for 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 a permanent drainage easement agreement with the property owner of 765 Glacier Road. After conclusion of any closed session, the Village Board will reconvene in open session pursuant to Wis. Statute Section 19.85(2) for possible additional review, discussion and action concerning this agenda item and to address the remaining meeting agenda.
 - h. Review, discussion, and possible action on notice of claim filed by Carol Redjinski. The Village Board of the Village of Pewaukee will enter into closed session pursuant to Wis. Statute Section



19.85(1)(g) for 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 the aforementioned claim. After conclusion of any closed session, the Village Board will reconvene in open session pursuant to Wis. Statute Section 19.85(2) for possible additional review, discussion, and action concerning this agenda item and to address the remaining meeting agenda.

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, with time being indicated by an audible alarm. When the alarm sounds, speakers are asked to conclude their comments. Speakers are asked to use the podium and state their name and address.*

10. 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 August 1, 2025

**VILLAGE OF PEWAUKEE
REGULAR VILLAGE BOARD MINUTES
JULY 15, 2025**

https://www.youtube.com/live/0-XwuSEeulw?si=6JLcZM7hpTmt_zSZ

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 Nick Stauff, Trustee Bob Rohde, Trustee Kelli Belt, Trustee Rachel Pader, Trustee Jim Grabowski; and President Jeff Knutson.
Excused: Trustee Kristen Kreuser

Also Present: Village Attorney, Matt Gralinski; Village Public Works Director, Dave Buechl, Village Public Works Supervisor, Jay Bickler; Village Administrator, Matt Heiser; Village Clerk, Jenna Peter.

2. Public Hearings/Presentations –

- a. **Public Hearing on Resolution 2025-11: A Final Resolution to assess for removal and replacement of sidewalk in 2025 Road and Utility Improvements project along W. Wisconsin Avenue and Capitol Drive - No Comments**

3. Approval of Minutes of Previous Meeting

- a. **Minutes of the Regular Village Board Meeting – June 17, 2025**

Trustee Grabowski moved, seconded by Trustee Rohde to approve the June 17, 2025, minutes of the Regular Village Board meeting as presented.
Motion carried 6-0.

4. Citizen Comments

Katie Fernholz @ 1071 Oak Circle - Ms. Fernholz asked the Board to consider installing a traffic signal at the intersection of Hwy 164 and Lindsay Road.

Mary Merriman @ 1098 Oak Circle - Ms. Merriman asked the Board to consider installing a traffic signal at the intersection of Hwy 164 and Lindsay Road and stated it is a dangerous intersection.

5. Ordinances –

- a. **Review, discussion and possible action on Ordinance 2025-08: An Ordinance to Repeal and Recreate Chapter 98 – Article IV of the Municipal Code of the Village of Pewaukee Regarding the Aquatic Weed Commission.**

President Knutson asked the Board to defer this item since there is a Trustee absence tonight.
Trustee Grabowski moved, seconded by Trustee Belt to defer agenda item 5a to another meeting.
Motion carried 6-0.

6. Resolutions –

- a. Review, discussion and possible action on Resolution 2025-11: A Final Resolution to assess for removal and replacement of sidewalk in 2025 Road and Utility Improvements project along W. Wisconsin Avenue and Capitol Drive.**

Director Buechl explained that some sidewalk is going to be removed as part of this project. Village Ordinance states property owners pay a portion of sidewalk improvements. Buechl met with the property owners, so all are aware. The notice was published in the newspaper and mailed to the residents. There are a total of 6 parcels along the project.

Trustee Grabowski moved, seconded by Trustee Pader to approve Final Resolution 2025-11.

Motion carried 6-0.

7. Old Business –

- a. Continued Hearing on an Appeal of the 2024 Fire-EMS Protection Fee Filed by JM 1405 LLC (c/o Kevin Yonke) Regarding Real Property Located at 205 Prospect Ave (Yonke & Son Funeral Home) and having Tax ID No PWV 0896069 and Possible Action Thereon.**

Administrator Heiser explained Mr. Yonke filed an appeal for the 2024 Fire & EMS fees. At the June 3, 2025, Public Hearing, the Board had questions on the square footage of the property and voted to continue the hearing until the July 15, 2025, meeting. The property owner was provided notice of the date and time of the hearing continuance. Mr. Yonke submitted information on the building area used for businesses purposes, which is 6,509 sq ft. The ordinance allocates 1 ESE per 3,350 sq ft for a building defined as commercial use. If the owner is charged 1 ESE for the dwelling unit and 2 ESE for the commercial space, the total of 3 ESE's charged for this property would be \$1,317.00.

Attorney Gralinski stated for the record that the appellant was not present.

Trustee Rohde stated he took a tour of Yonke Funeral Home and noted there is no business being conducted in the basement; it is being used for storage.

Gralinski noted that Trustee Rohde's account is secondhand and not from the appellant.

Trustee Grabowski stated he believes the ESE was calculated correcting according to the Ordinance; however, this is an abnormal property with extenuating circumstances

Rohde stated the Board knew there would be outlier properties when the Ordinance was created and that is the reasoning for the appeal process.

Heiser explained the property was initially assigned 5 ESE's. The property owner is asking to be charged 3 ESE's.

Trustee Rohde moved, seconded by Trustee Grabowski to grant the appeal and allow the charge of 3 ESE vs the original 5 ESE which the Board feels is fair and equitable based on the usage of the property with the upper being residential, main floor being the business, and the basement being storage.

Motion carried 6-0.

- b. Review, discussion, and possible action to approve the written decision regarding KKNQ Quail LLC's Petition Appealing the 2024 Village of Pewaukee Fire – EMS Fee Assessment for real property located at 1088 Quail Court and having Tax ID No. PWV 0903106.**

Heiser explained this is the last step in the process for this appeal. The Board considered this at a previous meeting. The attorney has written a record of that decision.

Trustee Grabowski moved, seconded by Trustee Rohde to approve the written decision regarding KKNQ Quail LLC's petition appealing the 2024 Fire – EMS Fee Assessment.

Motion carried 6-0.

8. New Business

- a. **Review, discussion and possible action to approve construction services contract with RA Smith for the 2025 Road and Utility Improvements Project. (Presented out of order after 8h)**

Trustee Grabowski moved, seconded by Trustee Stauff to approve the contract with RA Smith.

Motion carried 6-0.

- b. **Review, discussion and possible action to approve Right of Entry License Agreement made by and between Soo Line Railroad Company doing business as Canadian Pacific with Village of Pewaukee for the 2025 Road and Utility Improvements Project.**

Gralinski recommended reducing the amount of liability coverage required in the agreement to the Village's existing policy of \$6,000,000 and eliminating the requirement for the pollution control clause in the agreement.

Trustee Rohde moved, seconded by Trustee Grabowski to approve the Right of Entry License Agreement with staff recommendations.

Motion carried 6-0.

- c. **Review, discussion and possible action to approve a drainage easement and associated costs for 2026 Road and Utility Improvements Project at 765 Glacier Road.**

Gralinski recommended this item be deferred to the next meeting to allow it to be properly agendaized.

Trustee Rohde moved, seconded by Trustee Pader to defer agenda item 8c for the next Village Board meeting.

Motion carried 6-0.

- d. **Review, discussion and possible action to approve design construction services for rehabilitation and painting of 125,000-gallon Steel Reservoir at Well 3.**

Trustee Grabowski moved, seconded by Trustee Belt to approve the rehab and painting of the steel reservoir at Well 3.

Motion carried 6-0.

- e. **Review, discussion and possible action to approve Change Order #2 for the temporary PFAS treatment project on Well #6.**

Trustee Belt moved, seconded by Trustee Rohde to approve Change Order #2 for temporary PFAS treatment for Well #6.

Motion carried 6-0.

- f. **Review, discussion and possible action on request for the Village to share sidewalk replacement costs by 115 Main Street.**

Heiser stated the owner of 115 Main Street is requesting the Village contribute 1/3 of the cost for replacement of sidewalk along their property which is approximately \$7,600. The property owner asserted that the Village set the precedent when they contributed to sidewalk replacement at 203 W. Wisconsin.

Heiser explained the situations are not the same for both projects. The business owner at 203 W.

Wisconsin opens their private parking lot for public use during community events.

Buechl stated the property owner was never given a formal statement or letter stating the sidewalk needed repaired. He went out to look at the sidewalk at the contractor's request.

Trustee Grabowski moved, seconded by Trustee Belt to deny the cost-sharing of the sidewalk replacement.

Motion carried 6-0.

g. Discussion and possible action to confirm Committee/Board Appointments by the Village**President: (Presented out of order after 8e)**

- i. **Aquatic Weed Commission – 2 Trustees – No action taken**
- ii. **Police Union Negotiations – 1 Trustee**

Trustee Grabowski moved, seconded by Trustee Rohde to appoint Trustee Kelli Belt to the Police Union Negotiations.

Motion carried 6-0.

h. Review, discussion and possible action for the Village to share funding of a traffic signal at the intersection of State Highway 164 and Lindsay Road. (Presented out of order after 8k)

Heiser explained the Village explored installing traffic signals at this intersection in 2023-2024. The project was discussed with the Wisconsin DOT and the City of Pewaukee. The intersection is located entirely within the Village, but the City was invited to the planning since it is believed that much of the traffic passing through originates from the City. WISDOT agreed to integrate the signals in their 2026 repaving project for Hwy 164 if the Village paid for them. WISDOT has stated the design process is complete which now requires the Village to fill out permits that may or may not get approved.

Rohde stated the Village had agreed that there should be lights at that intersection. In past discussions with the City, both municipalities felt the lights should be installed by Waukesha County.

Buechl stated WISDOT believed the signals were not warranted at that intersection.

Trustee Belt stated when the State passes new laws, the Village has to change their Ordinances to comply with funding changes and levy limits and their hands are tied in many cases.

Trustee Grabowski moved, seconded by Trustee Stauff to approve outreach to the City for a cost sharing agreement for traffic signal lights.

Motion carried 6-0.

i. Review, discussion and possible action to approve the purchase of a dump truck.

Trustee Belt moved, seconded by Trustee Rohde to approve the purchase of a dump truck in the amount of \$261,614.65.

Motion carried 6-0.

j. Review, discussion and possible action to approve the purchase of a utility tractor.

Trustee Rohde moved, seconded by Trustee Grabowski to approve the purchase of a utility tractor in the amount of \$174,959.

Motion carried 6-0.

k. Review, discussion and possible action to remove a Village tree at 526 Greenwood Court. (Presented out of order after item 8n.)

Heiser stated the property owner at 526 Greenwood Ct. appeared at the Village Board meeting on June 17th during citizen comments. The owners would like for the Village to cut down the tree because the raised roots are causing several issues in their yard making it hard to mow and roots in their flower bed. Heiser further explained that the Village has cut three trees down in that Cul de sac recently however, those trees were dying and the tree in question is healthy.

Supervisor Bickler stated the roots can't be ground down because the stability of the tree would be compromised.

Discussion followed regarding the potential impact the roots would have on the water and sewer lines and the cost of the tree removal. The Board did not like the idea of cutting down a healthy tree for aesthetic reasons.

Trustee Grabowski moved, seconded by Trustee Rohde to deny the removal of the Village tree at 526 Greenwood Ct.

Motion carried 6-0.

l. Review, discussion and possible action to schedule a special meeting for strategic planning.
Trustee Belt moved, seconded by Trustee Rohde to schedule a special meeting for strategic planning on August 19, 2025 @ 5:00 pm.
Motion carried 6-0.

m. Review discussion and possible action to approve the bills and invoices from June 2025.
Trustee Grabowski moved, seconded by Trustee Belt to approve the bills and invoices from June 2025 except for the Library.
Motion carried 6-0.

Trustee Grabowski moved, seconded by Trustee Belt to acknowledge the bills and invoices from June 2025 for the library.
Motion carried 6-0.

n. Review, discussion and possible action to approve a Special Event Permit for Lake Country Canine Festival. (Presented out of order before Item 8a.)
Trustee Grabowski moved, seconded by Trustee Belt to approve a Special Event permit for Lake Country Canine Festival.
Motion carried 6-0.

9. Citizen Comments - None

10. Adjournment

Trustee Belt moved, seconded by Trustee Grabowski to adjourn the July 15, 2025, Regular Village Board meeting at approximately 7:49 p.m.
Motion carried 6-0.

Respectfully Submitted,

Jenna Peter
Village Clerk



To: Jeff Knutson, Village President
Trustees of the Village Board

From: Matt Heiser
Village Administrator

Date: July 31, 2025

Re: August 5, 2025 Village Board Agenda Item 5(a)
Review, discussion and possible action on Ordinance 2025-08: An Ordinance to Repeal and Recreate Chapter 98 – Article IV of the Municipal Code of the Village of Pewaukee Regarding the Aquatic Weed Commission.

BACKGROUND

The Village President requested that the Aquatic Weeds Commission be changed to accomplish a couple of things:

1. To be parallel in authority to the Public Works and Safety Committee.
2. To cater the Commission to the seasonal needs and citizen participation of the Lake.

This item was on the July 15, 2025 Village Board agenda and deferred until the August 5, 2025 meeting.

ACTION REQUESTED

The action requested of the Village Board is to approve Ordinance 2025-08.

ANALYSIS

The Village Attorney proposed the following changes to the ordinance defining the Commission to accomplish the goals of the President:

1. Having two Trustees serve on the committee; not just one.
2. Providing a directory provision for at least one member of the Commission to reside on Park Avenue and one member to reside on Kopmeier;
3. Providing for referrals of citizen complaints regarding aquatic weeds to the Commission;
4. Making clear of the Commission's exclusivity of jurisdiction over review and recommendations related to aquatic weed patrol, especially those dealing with equipment;
5. Providing a provision directing coordination where possible with the Lake Pewaukee Sanitary District;
6. Providing direction on when meetings of the Commission should occur, one being at the beginning of the lake season and one towards the end.

Attachments:

1. Updated Ordinance red-lined edition to high-light changes.
2. Updated Ordinance in a clean edition as it will appear in Municipal Code.

STATE OF WISCONSIN : VILLAGE OF PEWAUKEE : WAUKESHA COUNTY

ORDINANCE NO. 2025-____

ORDINANCE TO REPEAL AND RECREATE CHAPTER 98 – ARTICLE IV OF THE
MUNICIPAL CODE OF THE VILLAGE OF PEWAUKEE REGARDING THE
AQUATIC WEED COMMISSION

The Village Board of the Village of Pewaukee, Waukesha County, Wisconsin do ordain as follows:

SECTION I

Chapter 96 – Article IV of the Municipal Code of the Village of Pewaukee is hereby repealed and recreated as follows:

Section 98.112. Established.

An Aquatic Weed Commission advisory to the Village Board is established to consist of ~~one-two~~ members of the Village Board, ~~who one of whom~~ shall be the Commission's presiding officer as designated by the Village President when making the appointment, and three citizen members. Citizen members shall be residents of the Village of Pewaukee.

Section 98.113. Membership.

- a) All members of the Commission shall be appointed by the Village President subject to the confirmation of the Village Board at the Board's first regular meeting in May, unless otherwise necessary due to a vacancy.
- b) The members of the Commission who ~~is a~~ are members of the Village Board shall serve a (2) year term.
- c) Citizen members of the Commission shall serve three (3) year terms, so staggered so that not more than one (1) member shall be appointed in any one year.

d) All members of the Aquatic Weed Commission except members who are full time employees, officers, or elected officials of the Village shall be paid for each day of attendance at meetings of the commission at such rate as established from time to time by resolution of the Village Board. Citizen members shall take the official oath of office required by law, which shall be filed with the clerk-treasurer.

~~d)e)~~ To the extent it is practicable to do so based on availability of individuals interested in serving on the Commission, the Village President shall, in making appointments to the Commission, reasonably endeavor to achieve representation from those geographic areas with direct frontage on Pewaukee Lake by ensuring, at all times, that at least one (1) active member of the Commission resides on Park Avenue and that at least one (1) active member of the Commission resides on Kopmeier Drive. This provision shall be explicitly construed as directory not mandatory.

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Section 98.114. Organization.

- a) Previous notice of each commission meeting shall be filed with the clerk-treasurer, shall comply with all public meetings and public records laws as it pertains to notice, and each meeting shall be open to the public. The clerk-treasurer or their designee shall be the non-voting secretary of the Commission and keep a record of the Commission's deliberations. The written record of its proceedings shall include all actions taken. The Commission may require any village officer to confer with it and supply information needed in connection with any matter pending before the commission.
- b) Any recommendation or action taken by the Commission shall require the approval of a majority of all of the members of the Commission.
- b)c) Regular meetings will occur at the call of the Commission's presiding officer, however the Commission shall meet at least twice annually, with one such meeting occurring prior to May 1 and the second meeting occurring no later than October 31.

Section 98.115. Powers and Duties

- a) The Aquatic Weed Commission shall have exclusive authority, as set forth in this Article, over any questions or matters related to aquatic weed control, subject to the final decision-making authority of the Village Board as governing body of the Village. The Aquatic Weed Commission shall make recommendations in writing to the Village Board concerning methods of control of the growth of aquatic weeds in waters lying within the Village, together with recommendations designating areas to be controlled, and indicating periods for the exercise of such control, and shall have such other powers and duties not in conflict with statute or ordinance as shall be vested in it from time to time by the Village Board.
- a)b) Citizen complaints regarding control of aquatic weeds shall first be referred to the Aquatic Weed Commission for review, discussion, and, if necessary, recommendation to the Village Board for final action related thereto.
- c) Any proposed method, time or area of control of aquatic weeds shall be referred to the Commission for its consideration and report before final action is taken by the Village Board.
- d) The Aquatic Weed Commission shall have exclusive jurisdiction and control over review and recommendations related to equipment and methods used in the control of aquatic weeds including, but not limited to, the use, location, storage, and purchase of equipment utilized in weed control.
- b)c) The Aquatic Weed Commission is authorized to coordinate and liaison with the Lake Pewaukee Sanitary District from time to time on any matter involving aquatic weed control where the interests of the Village of Pewaukee would directly benefit from such joint efforts, subject to the final decision-making authority of the Village Board.
- e)f) In addition to the powers enumerated in this section and other powers granted by statute and the Village Board, the Commission shall make an annual report of its activities to the Village Board before December 1 of each year.

SECTION II

All Ordinances or parts of Ordinances contravening the terms and conditions of this Ordinance are hereby to that extent repealed;

SECTION III

The several sections of this Ordinance shall be considered severable. If any section shall be considered by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of the other portions of the Ordinance.

SECTION IV

This Ordinance shall take effect upon passage and publication as approved by law, and the Village Clerk shall so amend the Code of Ordinances of the Village of Pewaukee, and shall indicate the date and number of this amending Ordinance therein.

Passed and adopted this _____ day of _____ 2025 by the Village Board of the Village of Pewaukee.

APPROVED:

Countersigned:

Jeff Knutson, Village President

Jenna Peter, Village Clerk

ORDINANCE NO. 2025-08

**ORDINANCE TO REPEAL AND RECREATE CHAPTER 98 – ARTICLE IV OF THE
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AQUATIC WEED COMMISSION**

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SECTION I

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Section 98.112. Established.

An Aquatic Weed Commission advisory to the Village Board is established to consist of two members of the Village Board, one of whom shall be the Commission's presiding officer as designated by the Village President when making the appointment, and three citizen members. Citizen members shall be residents of the Village of Pewaukee.

Section 98.113. Membership.

- a) All members of the Commission shall be appointed by the Village President subject to the confirmation of the Village Board. When an appointment is necessary due to the expiration of a term, appointments should occur at the Board's first regular meeting in May, unless otherwise necessary due to a vacancy.
- b) The members of the Commission who are members of the Village Board shall serve so long as they serve as a member of the Village Board, unless earlier removed or vacated according to law. In the event a Village Trustee is appointed to this Commission and subsequently reelected to a consecutive, succeeding term as Village Trustee, it shall not be necessary to reappoint that Village Trustee to the Aquatic Weed Commission upon the commencement of that member's new Village Trustee term, and the original appointment shall continue notwithstanding the new Village Trustee term. This provision shall not apply in the event a Trustee serves nonconsecutive terms as a Trustee.
- c) Citizen members of the Commission shall serve three (3) year terms, so staggered so that not more than one (1) member shall be appointed in any one year.
- d) All members of the Aquatic Weed Commission except members who are full time employees, officers, or elected officials of the Village shall be paid for each day of attendance at meetings of the commission at such rate as established from time to time by resolution of the Village Board. Citizen members shall take the official oath of office required by law, which shall be filed with the clerk-treasurer.

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- e) To the extent it is practicable to do so based on availability of individuals interested in serving on the Commission, the Village President shall, in making appointments to the Commission, reasonably endeavor to achieve representation from those geographic areas with direct frontage on Pewaukee Lake by ensuring, at all times, that at least one (1) active member of the Commission resides on Park Avenue and that at least one (1) active member of the Commission resides on Kopmeier Drive. This provision shall be explicitly construed as directory not mandatory.

Section 98.114. Organization.

- a) Previous notice of each commission meeting shall be filed with the clerk-treasurer, shall comply with all public meetings and public records laws as it pertains to notice, and each meeting shall be open to the public. The clerk-treasurer or their designee shall be the non-voting secretary of the Commission and keep a record of the Commission's deliberations. The written record of its proceedings shall include all actions taken. The Commission may require any village officer to confer with it and supply information needed in connection with any matter pending before the commission.
- b) Any recommendation or action taken by the Commission shall require the approval of a majority of all of the members of the Commission.
- c) Regular meetings will occur at the call of the Commission's presiding officer, however the Commission shall meet at least twice annually, with one such meeting occurring prior to May 1 and the second meeting occurring no later than October 31.

Section 98.115. Powers and Duties

- a) The Aquatic Weed Commission shall have exclusive authority, as set forth in this Article, over any questions or matters related to aquatic weed control, subject to the final decision-making authority of the Village Board as governing body of the Village. The Aquatic Weed Commission shall make recommendations in writing to the Village Board concerning methods of control of the growth of aquatic weeds in waters lying within the Village, together with recommendations designating areas to be controlled, and indicating periods for the exercise of such control, and shall have such other powers and duties not in conflict with statute or ordinance as shall be vested in it from time to time by the Village Board.
- b) Citizen complaints regarding control of aquatic weeds shall first be referred to the Aquatic Weed Commission for review, discussion, and, if necessary, recommendation to the Village Board for final action related thereto.
- c) Any proposed method, time or area of control of aquatic weeds shall be referred to the Commission for its consideration and report before final action is taken by the Village Board.
- d) The Aquatic Weed Commission shall have exclusive jurisdiction and control over review and recommendations related to equipment and methods used in the control of aquatic weeds including, but not limited to, the use, location, storage, and purchase of equipment utilized in weed control.

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- e) The Aquatic Weed Commission is authorized to coordinate and liaison with the Lake Pewaukee Sanitary District from time to time on any matter involving aquatic weed control where the interests of the Village of Pewaukee would directly benefit from such joint efforts, subject to the final decision-making authority of the Village Board.
 - f) In addition to the powers enumerated in this section and other powers granted by statute and the Village Board, the Commission shall make an annual report of its activities to the Village Board before December 1 of each year.

SECTION II

All Ordinances or parts of Ordinances contravening the terms and conditions of this Ordinance are hereby to that extent repealed;

SECTION III

The several sections of this Ordinance shall be considered severable. If any section shall be considered by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of the other portions of the Ordinance.

SECTION IV

This Ordinance shall take effect upon passage and publication as approved by law, and the Village Clerk shall so amend the Code of Ordinances of the Village of Pewaukee, and shall indicate the date and number of this amending Ordinance therein.

Passed and adopted this 5th day of August, 2025 by the Village Board of the Village of Pewaukee.

APPROVED:

Countersigned:

Jeff Knutson, Village President

Jenna Peter, Village Clerk



To: Jeff Knutson, Village President
Trustees of the Village Board

From: Matt Heiser
Village Administrator

Date: July 31, 2025

Re: August 5, 2025 Village Board Agenda Item 6(a)
Review, discussion and possible action on Resolution 2025-12: A Resolution Authorizing the Issuance and Sale of Up to \$538,038 General Obligation Water System Promissory Notes, Series 2025, and Providing for Other Details and Covenants With Respect Thereto, and approval of related \$1,076,076 financial assistance agreement.

BACKGROUND

The Village Board approved a proposal from Ruekert/Mielke to perform work on Well #6 for a temporary PFAS treatment facility at its February 20, 2024, meeting.

R/M applied for a Safe Drinking Water Fund Loan from the Wisconsin DNR on behalf of the Village with the intent of receiving some of the money as a grant.

The DNR has determined the Village qualified for forgiveness of 50% of the loan amount. The Village needs to obtain a bond (i.e. borrow) the remaining 50% for the project. Quarles and Brady were approved by the Village Board at its June 17, 2025 meeting to perform the necessary legal preparations to fulfill the bond and loan/grant requirements.

ACTION REQUESTED

The action requested of the Village Board is to approve Resolution 2025-12.

ANALYSIS

None.

Attachments:

1. Resolution 2025-12
2. Approved Proposal from Ruekert/Mielke for work on well #6 from February 20, 2024.
3. Anticipated budget for Safe Drinking Water Loan (SDWL) sources and uses.
4. Financial Agreement with Wisconsin DNR for SDWL and Forgiveness.

RESOLUTION NO. 2025-12

RESOLUTION AUTHORIZING THE ISSUANCE AND
SALE OF UP TO \$538,038 GENERAL OBLIGATION WATER SYSTEM PROMISSORY
NOTES, SERIES 2025,
AND PROVIDING FOR OTHER DETAILS AND COVENANTS
WITH RESPECT THERETO

WHEREAS, the Village of Pewaukee, Waukesha County, Wisconsin (the "Municipality") owns and operates a water system (the "System") which is operated for a public purpose as a public utility by the Municipality; and

WHEREAS, certain improvements to the System are necessary to meet the needs of the Municipality and the residents thereof, consisting of the construction of a project (the "Project") assigned Safe Drinking Water Loan Program Project No. 5250-08 by the Department of Natural Resources, and as described in the Department of Natural Resources approval letter for the plans and specifications of the Project, or portions thereof, issued under Section 281.41 of the Wisconsin Statutes, assigned No. W-2024-0451 and dated June 12, 2024 by the DNR; and

WHEREAS, under the provisions of Section 67.12(12), Wisconsin Statutes, any municipality (as defined in Section 67.01(5), Wisconsin Statutes) may, by action of its governing body, issue promissory notes as evidence of indebtedness for any public purpose (as defined in Section 67.04(1)(b), Wisconsin Statutes) which promissory notes are general obligations of the municipality; and

WHEREAS, the Municipality deems it to be necessary, desirable and in its best interest to authorize and sell general obligation promissory notes of the Municipality, pursuant to the provisions of Section 67.12(12), Wisconsin Statutes, to pay the cost of the Project; and

WHEREAS, such notes are to be issued for purposes of Sections 281.58, 281.59, 281.60 or 281.61, Wisconsin Statutes.

NOW, THEREFORE, be it resolved by the Governing Body of the Municipality that:

Section 1. Definitions. The following terms shall have the following meanings in this Resolution unless the text expressly or by implication requires otherwise:

- (a) "Act" means Chapter 67, Wisconsin Statutes;
- (b) "Bond Registrar" means the Municipal Treasurer which shall act as Paying Agent for the Notes;
- (c) "Debt Service Fund" means the Debt Service Fund of the Municipality, which shall be the "debt service fund" as such term is defined in the Act;

(d) "Financial Assistance Agreement" means the Financial Assistance Agreement by and between the State of Wisconsin by the Department of Natural Resources and the Department of Administration and the Municipality pursuant to which the Notes are to be issued and sold to the State, substantially in the form attached hereto and incorporated herein by this reference;

(e) "Fiscal Year" means the twelve-month period ending on each December 31;

(f) "Governing Body" means the Village Board, or such other body as may hereafter be the chief legislative body of the Municipality;

(g) "Municipal Treasurer" means the Treasurer of the Municipality who shall act as Bond Registrar and Paying Agent;

(h) "Municipality" means the Village of Pewaukee, Waukesha County, Wisconsin;

(i) "Notes" means the \$538,038 General Obligation Water System Promissory Notes, Series 2025, of the Municipality dated their date of issuance, authorized to be issued by this Resolution;

(j) "Note Year" means the twelve-month period ending on each May 1;

(k) "Project" means the Project described in the preamble to this Resolution. All elements of the Project are to be owned and operated by the Municipality as part of the System as described in the preamble hereto; and

(l) "Record Date" means the close of business on the fifteenth day of the calendar month next preceding any principal or interest payment date.

Section 2. Authorization of the Notes and the Financial Assistance Agreement. For the purpose of paying the cost of the Project (including legal, fiscal, engineering and other expenses), there shall be borrowed on the full faith and credit of the Municipality up to the sum of \$538,038; and fully registered general obligation promissory notes of the Municipality are authorized to be issued in evidence thereof and sold to the State of Wisconsin Safe Drinking Water Loan Program in accordance with the terms and conditions of the Financial Assistance Agreement, which is incorporated herein by this reference and the President and Village Clerk of the Municipality are hereby authorized, by and on behalf of the Municipality, to execute the Financial Assistance Agreement.

Section 3. Terms of the Notes. The Notes shall be designated "General Obligation Water System Promissory Notes, Series 2025" (the "Notes"); shall be dated their date of issuance; shall be numbered one and upward; shall bear interest at the rate of 2.475% per annum; shall be issued in denominations of \$0.01 or any integral multiple thereof; and shall mature on the dates and in the amounts as set forth in Exhibit B of the Financial Assistance Agreement and in the Note form attached hereto as Exhibit A as it is from time to time adjusted by the State of Wisconsin based upon the actual draws made by the Municipality. Interest on the Notes shall be payable commencing on November 1, 2025 and semiannually thereafter on May 1 and November 1 of

each year. The Notes shall be subject to redemption prior to maturity as provided in the Financial Assistance Agreement.

Section 4. Form, Execution, Registration and Payment of the Notes. The Notes shall be issued as registered obligations in substantially the form attached hereto as Exhibit A and incorporated herein by this reference.

The Notes shall be executed in the name of the Municipality by the manual signatures of the President and Village Clerk, and shall be sealed with its official or corporate seal, if any.

The principal of, premium, if any, and interest on the Notes shall be paid by the Municipal Treasurer, who is hereby appointed as the Municipality's Bond Registrar.

Both the principal of and interest on the Notes shall be payable in lawful money of the United States of America by the Bond Registrar. Payment of principal of the final maturity on the Note will be payable upon presentation and surrender of the Note to the Bond Registrar. Payment of principal on the Note and each installment of interest shall be made to the registered owner of each Note who shall appear on the registration books of the Municipality, maintained by the Bond Registrar, on the Record Date and shall be paid by electronic transfer or by check or draft of the Municipality (as directed by the registered owner) and if by check or draft, mailed to such registered owner at his or its address as it appears on such registration books or at such other address may be furnished in writing by such registered owner to the Bond Registrar.

Section 5. Application of Note Proceeds; Borrowed Money Fund. The sale proceeds of the Notes (exclusive of accrued interest and any premium received, which shall be deposited in the Debt Service Fund) shall, forthwith upon receipt, be placed in and kept by the Treasurer as a separate fund to be known as the "General Obligation Water System Promissory Notes, Series 2025, Borrowed Money Fund" (hereinafter referred to as the "Borrowed Money Fund"). Monies in the Borrowed Money Fund shall be used solely for the purposes for which borrowed or for transfer to the Debt Service Fund as provided by law. Moneys in the Borrowed Money Fund shall be disbursed within three (3) business days of their receipt from the State of Wisconsin and shall not be invested in any interest-bearing account.

Section 6. Tax Levy. (a) For the express purpose of paying interest on the Notes as it falls due and also to pay and discharge the principal thereof at maturity, the full faith, credit and taxing powers of the Municipality are hereby pledged and there is hereby levied upon all of the taxable property in the Municipality, in addition to all other taxes, a direct, annual irrevocable tax in an amount and at the times sufficient for that purpose. This tax shall be levied in the years 2025 through 2027, inclusive, and shall be in such amounts as are necessary to provide for payment of the principal of and interest on the Notes in 2025 through 2028, inclusive, when due. The amount of the tax levied for the year 2025 shall be the total amount of debt service due on the Notes in the years 2025 and 2026; provided that the amount of such tax carried onto the tax rolls shall be abated by any amounts appropriated pursuant to subsection (d) below which are applied to payment of interest on the Notes in the year 2025.

Assuming the entire principal amount of the Notes is drawn as of the closing date, this tax will be levied for collection in the following years in the following amounts:

<u>Tax Collection</u> <u>Year</u>	<u>Amount</u>
2026	\$188,497.97
2027	186,077.00
2028	186,022.08

The actual tax carried onto the tax rolls each year shall equal the amount necessary to repay the actual principal amount drawn under the Notes, and any interest thereon, when due.

(b) The Municipality shall be and continue without power to repeal such levy or obstruct the collection of said tax until all such payments have been made or provided for. After the issuance of the Notes, said tax shall be, from year to year, carried into the tax rolls of the Municipality and collected as other taxes are collected, provided that the amount of tax carried into said tax rolls may be reduced in any year by the amount of any surplus money in the Debt Service Fund created in Section 7 hereof.

(c) If at any time there shall be on hand insufficient funds from the aforesaid tax levy to meet principal and/or interest payments on said Notes when due, the requisite amounts shall be paid from other funds of the Municipality then available, which sums shall be replaced upon the collection of the taxes herein levied.

(d) There be and there hereby is appropriated from funds of the Municipality on hand a sum sufficient to be deposited in the Debt Service Fund to meet payments with respect to debt service due on November 1, 2025.

Section 7. Debt Service Fund. The proceeds of the taxes levied pursuant to Section 6 above, when collected by the Municipal Treasurer, and such further deposits as may be required by Section 67.11, Wisconsin Statutes, shall be placed and kept by the Municipal Treasurer as a separate fund irrevocably pledged for paying the principal of and interest on the Notes so long as any such Notes shall remain outstanding, to be known as the "General Obligation Water System Promissory Notes, Series 2025 Debt Service Fund" (hereinafter referred to as "Debt Service Fund"). The accrued interest and any premium received at the time of delivery of the Notes shall be paid into the Debt Service Fund. Interest on or principal of the Notes falling due at any time when there shall be on hand in the Debt Service Fund insufficient funds for the payment of such principal and interest shall be paid promptly when due from other funds of the Municipality.

Section 8. Deposits and Investments. The Debt Service Fund shall be kept apart from monies in the other funds and accounts of the Municipality and the same shall be used for no purpose other than the prompt payment of principal of and interest on the Notes as the same becomes due and payable. All monies therein shall be deposited in special and segregated accounts in a public depository selected under Chapter 34 of the Wisconsin Statutes and may be temporarily invested until needed in legal investments subject to the provisions of Section

66.0603(1m) and 67.10(3), Wisconsin Statutes. All income derived from such investments shall be regarded as revenues of the Municipality. No such investment shall be in such a manner as would cause the Notes to be "arbitrage bonds" within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended, or the Regulations of the Commissioner of Internal Revenue thereunder.

An officer of the Municipality charged with responsibility for issuing the Notes shall, on the basis of the facts, estimates and circumstances in existence on the date of closing, make such certifications as are necessary to permit the conclusion that the Notes are not "arbitrage bonds" under Section 148 of the Internal Revenue Code of 1986, as amended, or the Regulations of the Commissioner of Internal Revenue thereunder.

Section 9. Operation of Project; Municipality Covenants. It is covenanted and agreed by the Municipality with the owner or owners of the Notes, and each of them, that the Municipality will perform all of the obligations of the Municipality as set forth in the Financial Assistance Agreement.

Section 10. Sale of Notes. The sale of the Notes to the State of Wisconsin Safe Drinking Water Loan Program for the purchase price of up to \$538,038 and at par, is ratified and confirmed; and the officers of the Municipality are authorized and directed to do any and all acts, including executing the Financial Assistance Agreement and the Notes as hereinabove provided, necessary to conclude delivery of the Notes to said purchaser, as soon after adoption of this Resolution as is convenient. The purchase price for the Notes shall be paid upon requisition therefor as provided in the Financial Assistance Agreement, and the officers of the Municipality are authorized to prepare and submit to the State requisitions and disbursement requests in anticipation of the execution of the Financial Assistance Agreement and the issuance of the Notes.

Section 11. Amendment to Resolution. After the issuance of any of the Notes, no change or alteration of any kind in the provisions of this Resolution may be made until all of the Notes have been paid in full as to both principal and interest, or discharged as herein provided, except: (a) the Municipality may, from time to time, amend this Resolution without the consent of any of the owners of the Notes, but only to cure any ambiguity, administrative conflict, formal defect, or omission or procedural inconsistency of this Resolution; and (b) this Resolution may be amended, in any respect, with a written consent of the owners of not less than two-thirds (2/3) of the principal amount of the Notes then outstanding, exclusive of Notes held by the Municipality; provided, however, that no amendment shall permit any change in the pledge of tax revenues of the Municipality or the maturity of any Note issued hereunder, or a reduction in the rate of interest on any Note, or in the amount of the principal obligation thereof, or in the amount of the redemption premium payable in the case of redemption thereof, or change the terms upon which the Notes may be redeemed or make any other modification in the terms of the payment of such principal or interest without the written consent of the owner of each such Note to which the change is applicable.

Section 12. Rebate Fund. Unless the Notes are exempt from the rebate requirements of the Internal Revenue Code of 1986, as amended (the "Code"), the Municipality shall establish

and maintain, so long as the Notes are outstanding, a separate account to be known as the "Rebate Fund." The sole purpose of the Rebate Fund is to provide for the payment of any rebate liability with respect to the Notes under the relevant provisions of the Code and the Treasury Regulations promulgated thereunder (the "Regulations"). The Rebate Fund shall be maintained by the Municipality until all required rebate payments with respect to the Notes have been made in accordance with the relevant provisions of the Code and the Regulations.

The Municipality hereby covenants and agrees that it shall pay to the United States from the Rebate Fund, at the times and in the amounts and manner required by the Code and the Regulations, the portion of the "rebate amount" (as defined in Section 1.148-3(b) of the Regulations) that is due as of each "computation date" (within the meaning of Section 1.148-3(e) of the Regulations). As of the date of this Resolution, the provisions of the Regulations specifying the required amounts of rebate installment payments and the time and manner of such payments are contained in Sections 1.148-3(f) and (g) of the Regulations, respectively. Amounts held in the Rebate Fund and the investment income therefrom are not pledged as security for the Notes and may only be used for the payment of any rebate liability with respect to the Notes.

The Municipality may engage the services of accountants, attorneys or other consultants necessary to assist it in determining the rebate payments, if any, owed to the United States with respect to the Notes. The Municipality shall maintain or cause to be maintained records of determinations of rebate liability with respect to the Notes for each computation date until six (6) years after the retirement of the last of the Notes. The Municipality shall make such records available to the State of Wisconsin upon reasonable request therefor.

Section 13. Resolution a Contract. The provisions of this Resolution shall constitute a contract between the Municipality and the owner or owners of the Notes, and after issuance of any of the Notes no change or alteration of any kind in the provisions of this Resolution may be made, except as provided in Section 11, until all of the Notes have been paid in full as to both principal and interest. The owner or owners of any of the Notes shall have the right in addition to all other rights, by mandamus or other suit or action in any court of competent jurisdiction, to enforce such owner's or owners' rights against the Municipality, the Governing Body thereof, and any and all officers and agents thereof including, but without limitation, the right to require the Municipality, its Governing Body and any other authorized body, to take any and all actions necessary to carry out all of the provisions and agreements contained in this Resolution.

Section 14. Requirements of Municipality. The officers of the Municipality, staff of the Municipality, attorneys for the Municipality, financial consultants of the Municipality, or other agents or employees of the Municipality are hereby authorized to do all acts and things required of them by this Resolution for the full, punctual and complete performance of all of the provisions of this Resolution.

Section 15. Illegal or Invalid Provisions. In case any one or more of the provisions of this Resolution or any of the Notes shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of this Resolution or of the Notes.

Section 16. Continuing Disclosure. The officers of the Municipality are hereby authorized and directed, if requested by the State of Wisconsin, to provide to the State of Wisconsin Safe Drinking Water Loan Program and to such other persons or entities as directed by the State of Wisconsin such ongoing disclosure regarding the Municipality's financial condition and other matters, at such times and in such manner as the Safe Drinking Water Loan Program may require, in order that securities issued by the Municipality and the State of Wisconsin satisfy rules and regulations promulgated by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended and as it may be amended from time to time, imposed on brokers and dealers of municipal securities before the brokers and dealers may buy, sell, or recommend the purchase of such securities.

Section 17. Conflicting Resolutions. All ordinances, resolutions, or orders, or parts thereof heretofore enacted, adopted or entered, in conflict with the provisions of this Resolution, are hereby repealed and this Resolution shall be in effect from and after its passage.

Passed: August 5, 2025

Approved: August 5, 2025

Jeffrey Knutson
President

Attest:

Jenna Peter
Village Clerk

EXHIBIT A

(Form of Municipal Obligation)

REGISTERED
NO. _____

UNITED STATES OF AMERICA
STATE OF WISCONSIN
WAUKESHA COUNTY
VILLAGE OF PEWAUKEE

REGISTERED
\$ _____

GENERAL OBLIGATION WATER SYSTEM PROMISSORY NOTE, SERIES 2025

Final
Maturity Date

May 1, 2028

Date of
Original Issue

_____, 20__

REGISTERED OWNER: STATE OF WISCONSIN SAFE DRINKING WATER LOAN
PROGRAM

FOR VALUE RECEIVED the Village of Pewaukee, Waukesha County, Wisconsin (the "Municipality") hereby acknowledges itself to owe and promises to pay to the registered owner shown above, or registered assigns, the principal sum of an amount not to exceed _____ DOLLARS (\$ _____) (but only so much as shall have been drawn hereunder, as provided below) on May 1 of each year commencing May 1, 2026 until the final maturity date written above, together with interest thereon (but only on amounts as shall have been drawn hereunder, as provided below) from the dates the amounts are drawn hereunder or the most recent payment date to which interest has been paid, at the rate of 2.475% per annum, calculated on the basis of a 360-day year made up of twelve 30-day months, such interest being payable on the first days of May and November of each year, with the first interest being payable on November 1, 2025.

The principal amount evidenced by this Note may be drawn upon by the Municipality in accordance with the Financial Assistance Agreement entered by and between the Municipality and the State of Wisconsin by the Department of Natural Resources and the Department of Administration (the "Financial Assistance Agreement") including capitalized interest transferred (if any). The principal amounts so drawn shall be repaid in installments on May 1 of each year commencing on May 1, 2026 in an amount equal to an amount which when amortized over the remaining term of this Note plus current payments of interest (but only on amounts drawn hereunder) at Two and 475/1000ths percent (2.475%) per annum shall result in equal annual payments of the total of principal and the semiannual payments of interest. The State of Wisconsin Department of Administration shall record such draws and corresponding principal repayment schedule on a cumulative basis in the format shown on the attached Schedule A.

Both principal and interest hereon are hereby made payable to the registered owner in lawful money of the United States of America. On the final maturity date, principal of this Note shall be payable only upon presentation and surrender of this Note at the office of the Municipal Treasurer. Principal hereof and interest hereon shall be payable by electronic transfer or by check or draft dated on or before the applicable payment date (as directed by the registered owner) and if by check or draft, mailed from the office of the Municipal Treasurer to the person in whose name this Note is registered at the close of business on the fifteenth day of the calendar month next preceding such interest payment date.

This Note shall be redeemable prior to its maturity as provided in the Financial Assistance Agreement.

This Note is transferable only upon the books of the Municipality kept for that purpose at the office of the Municipal Treasurer, by the registered owner in person or its duly authorized attorney, upon surrender of this Note, together with a written instrument of transfer (which may be endorsed hereon) satisfactory to the Municipal Treasurer, duly executed by the registered owner or its duly authorized attorney. Thereupon a replacement Note shall be issued to the transferee in exchange therefor. The Municipality may deem and treat the person in whose name this Note is registered as the absolute owner hereof for the purpose of receiving payment of or on account of the principal or interest hereof and for all other purposes. This Note is issuable solely as a negotiable, fully-registered note, without coupons, and in denominations of \$0.01 or any integral multiple thereof.

This Note is issued for the purpose of providing for the payment of the cost of constructing improvements to the Water System of the Municipality, pursuant to Article XI, Section 3, of the Wisconsin Constitution, Section 67.12(12), Wisconsin Statutes, and a resolution adopted August 5, 2025, and entitled: "Resolution Authorizing the Issuance and Sale of Up to \$538,038 General Obligation Water System Promissory Notes, Series 2025, and Providing for Other Details and Covenants With Respect Thereto". The principal of and interest on this Note are payable in lawful money of the United States of America as aforesaid, and for the prompt payment of the principal and interest on this Note, and for the levy of taxes sufficient for that purpose, the full faith, credit and resources of the Municipality are hereby irrevocably pledged.

It is hereby certified, recited and declared that all acts, conditions and things required to exist, happen, and be performed precedent to and in the issuance of this Note have existed, have happened and have been performed in due time, form and manner as required by law; that the indebtedness of the Municipality, including this Note and the issue of which it is a part, does not exceed any limitation, general or special, imposed by law; and that a valid, direct, annual irrepealable tax has been levied by the Municipality sufficient to pay the interest on this Note when it falls due and also to pay and discharge the principal hereof at maturity.

IN WITNESS WHEREOF, the Municipality has caused this Note to be signed by the signatures of its President and Village Clerk, and its corporate seal to be impressed hereon, all as of the date of original issue specified above.

VILLAGE OF PEWAUKEE, WISCONSIN

(SEAL)

By: _____
Jeffrey Knutson
President

By: _____
Jenna Peter
Village Clerk

COPY

(Form of Assignment)

FOR VALUE RECEIVED the undersigned hereby sells, assigns and transfers unto

(Please print or typewrite name and address, including zip code, of Assignee)

Please insert Social Security or other identifying number of Assignee

the within Note and all rights thereunder, hereby irrevocably constituting and appointing

Attorney to transfer said Note on the books kept for the registration thereof with full power of substitution in the premises.

Dated: _____

NOTICE: The signature of this assignment must correspond with the name as it appears upon the face of the within Note in every particular, without alteration or enlargement or any change whatever.

Signature(s) guaranteed by

SCHEDULE A

\$538,038

VILLAGE OF PEWAUKEE, WISCONSIN
GENERAL OBLIGATION WATER SYSTEM PROMISSORY NOTES, SERIES 2025

<u>Amount of Disburse- ment</u>	<u>Date of Disbursement</u>	<u>Series of Notes</u>	<u>Principal Repaid</u>	<u>Principal Balance</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

SCHEDULE A (continued)

PRINCIPAL REPAYMENT SCHEDULE

<u>Date</u>	<u>Amount</u>
May 1, 2026	\$174,979.53
May 1, 2027	179,310.27
May 1, 2028	183,748.20

COPY

February 14, 2024

Mr. David Buechl, P.E., P.L.S.
Director of Public Works/Village Engineer
Village of Pewaukee
235 Hickory Street
Pewaukee, WI 53072

Re: Well 6 PFAS Temporary Treatment Facility
Proposal for Engineering Services

Dear Mr. Buechl:

Ruekert & Mielke, Inc is pleased to present this proposal for the engineering services of a temporary PFAS treatment system at Well No. 6. Our services as a part of this project will include design, regulatory approvals, public bidding, Safe Drinking Water Loan Program (SDWLP) funding application and administration, construction support, and operation support services. The intent of the SDWLP is for the Village to receive principal forgiveness (grant) for a portion of this project.

Project Description:

On April 26, 2023, Well No. 6 was found to contain elevated levels of PFAS and was taken offline. A temporary PFAS removal treatment system will be provided so that Well No. 6 can be brought back into service. This will help the Village provide needed supply capacity while updates are being made to Wells 2 and 4. The temporary treatment system will allow the operation of Well No. 6 until a more permanent treatment solution can be put in place. We understand that the temporary treatment system is expected to be in place for up to three years. This proposal assumes a three-year duration of the temporary treatment system.

The project will involve applying for funding through the Safe Drinking Water Loan Program (SDWLP). A major emphasis with the project will be to solicit and obtain principal forgiveness for the project.

The Village prefers to use Water Surplus as the supplier of the temporary system. The Village has coordinated with Water Surplus on this project for several months. This company is a leading company in the area of water treatment for iron, manganese, radionuclides and PFAS removal. The temporary treatment system is a highly specialized process. Because of this, the treatment system supplier will be an allowance in the contract to the General Contractor. Public bidding will allow a competitive environment for the temporary connections, commissioning, and decommissioning services needed by the General Contractor.

Scope of Services:

Our specific scope of services includes the following:

1. Meet with Village to discuss project requirements and approach Conduct an onsite visit to assess the project site.
2. Review supplier proposal for temporary PFAS treatment system.
3. Survey site for the temporary system design and layout.

4. Provide a detailed cost estimate.
5. Prepare drawings showing site location map, site plan, existing building with piping and connection points to and from the PFAS treatment system, equipment layout and dimensions, electrical connections, mechanical connections, the trailer location on the site.
6. Write technical specifications for temporary pipes, joint restraint, electrical work, equipment description (from supplier).
7. Complete WDNR forms and create short report outlining the need for the system.
8. Answer questions and address comments from the WDNR.
9. Write front end of project manual including contract, insurance, and bidding requirements. The project manual will be in format of Engineer's Joint Contract Documents Committee.
10. Assemble drawings and specifications for public bidding. Upload to Quest.
11. Answer bidder questions.
12. Issue addenda as necessary.
13. Attend Bid Opening
14. Review bids for accuracy.
15. Write Letter of Recommendation and Notice of Award.
16. Complete application for SDWLP.
17. Coordinate SDWLP Loan Closing and Financial Agreement.
18. Prepare and execute Notice of Award to Contractor.
19. Prepare agenda for and conduct preconstruction conference meeting with Village, WDNR, Utilities, and Contractor. Prepare and distribute meeting minutes.
20. Review shop drawings, products, and proposed materials for plan and specification compliance.
21. Review and process pay requests to Village. Assume 14 Pay Requests. We assume the equipment supplier will invoice the General Contractor quarterly.
22. Review change order requests and process approved change orders to Village for execution.
23. Provide construction observation for equipment connections and disassembly.
24. Provide operational assistance for up to three years.
25. Coordinate three (3) onsite progress meetings.
26. Execute construction closeout documents including Certificate of Substantial Completion.
27. Prepare loan disbursement requests for submittal to the WDNR. Assume 14 Pay Requests. We assume the equipment supplier will invoice the General Contractor quarterly.
28. Prepare the SDWLP closeout documentation.
29. Provide documentation to WDNR for compliance with Davis Bacon Wage Rates.

Items Excluded:

Items not specifically included in the scope of this project are listed below. These items can be included as additional services if authorization in writing is provided:

1. Construction staking
2. Permanent PFAS treatment system design
3. Record drawings.
4. Shoreland Setback permits.
5. WDNR Chapter 30 permits.
6. Stormwater Chapter NR216 permits.
7. Floodplain permitting.
8. Land acquisition services.
9. Easement creation and/or Terms and Conditions services.
10. Public Service Commission approval. R/M has checked into this aspect, and this is not required.

The above-listed items are not expected to be needed for completion of this project.

Schedule:

This proposal assumes the following timeframe for the project:

1. WDNR submittal of draft plans and specifications submittal by: March 30, 2024
2. WDNR approval by: May 30, 2024
3. Completion of public bidding by: June 30, 2024
4. Award of project by: July 2024
5. Mobilization of equipment and commissioning of system by: August 2024
6. Project completion by: August 2027.

Fee:

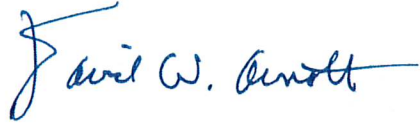
The fee to complete the above scope of service will be on a time and materials basis at our standard hourly rates for an estimated amount of \$92,600. We will not exceed this fee unless prior authorization is granted by the Village. The above-described professional services will be provided to you in accordance with the attached three-page **RM Standard Terms & Conditions** dated January 1, 2024, which are made part of this agreement by reference. Please indicate your acceptance of this agreement by having the appropriate authorized official(s) affix their signature(s) where indicated and returning one fully executed copy to our office.

Mr. David Buechl, P.E.
Proposal For Well 6 PFAS Temporary Treatment Facility
February 14, 2024
Page 4

Thank you for allowing us to submit this proposal. We look forward to continuing to work with the Village on your water system.

Respectfully,

RUEKERT & MIELKE, INC.



David W. Arnott, P.E. (WI, IL)
Team Leader/Senior Project Manager
darnott@ruekert-mielke.com

DWA:cal

Enclosure(s)

cc: Scott Gosse, Village Administrator
Christopher L. Epstein, P.E., Ruekert & Mielke, Inc.
Shane B. Davis, P.E., Ruekert & Mielke, Inc.

PROPOSAL FOR WELL 6 PFAS TEMPORARY TREATMENT FACILITY
Between Village of Pewaukee
and
Ruekert & Mielke, Inc.
Dated February 14, 2024

CLIENT:

Village of Pewaukee

Signature: 

Scott A. Coeser

Title: Village Administrator

Date: 2/21/2024
Approved by Village Board
2/20/2024

Designated Representative:

Name: David Buechl

Title: DPW/Engineer

Phone Number: 262-691-5024

CONSULTANT:

Ruekert & Mielke, Inc.

Signature: 

Ryan T. Amtmann, P.E.

Title: Vice President

Date: February 14, 2024

Designated Representative:

Name: David W. Arnott, P.E.

Title: Senior Project Manager

Phone Number: (262) 953-3080

A. Standards of Performance

The standard of care for all Consultant services performed or furnished Consultant under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with Consultant's services.

B. Designated Representatives

With the execution of this Agreement, Consultant and Client shall designate specific individuals to act as Consultant's and Client's representatives with respect to the services to be performed or furnished by Consultant and duties and responsibilities of Client under this Agreement. Such individuals shall have authority to transmit instructions, receive information, and render decisions relative to the Assignment on behalf of the respective party whom the individual represents.

C. Payments to Consultant

Invoices will be prepared in accordance with Consultant's standard invoicing practices and will be submitted to Client by Consultant monthly, unless otherwise agreed. Invoices are due and payable within 30 days of receipt. If Client fails to make any payment due Consultant for services and expenses within 30 days after receipt of Consultant's invoice therefore, the amounts due Consultant will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, Consultant may, after giving seven days written notice to Client, suspend services under this Agreement until Consultant has been paid in full all amounts due for services, expenses, and other related charges. Consultant's standard hourly rates are subject to annual adjustment.

D. Ownership and Reuse of Documents

All documents and services prepared or furnished by Consultant pursuant to this Agreement are instruments of service, and Consultant shall retain an ownership and property interest therein (including the copyright and the right of reuse) whether or not the Project is completed. Consultant grants Client a limited license to use the deliverable documents on the Project, extensions of the Project, and for related uses of the Client, subject to receipt by Consultant of full payment due and owing for all services relating to preparation of the documents. Such limited license shall not create any rights in third parties. Reuse of any documents pertaining to this Agreement by Client shall be at Client's sole risk; and Client agrees to indemnify, defend, and hold Consultant harmless from all claims, damages, and expenses including reasonable attorney's fees arising out of such reuse of documents by Client or by others acting through Client.

E. Permits and Approvals

It is the responsibility of the Client to obtain all necessary permits and approvals for the Project. Consultant will assist the Client in obtaining permits and approvals as mutually agreed to in writing.

F. Opinions of Probable Cost

Consultant's opinions of probable construction cost (if any) are to be made on the basis of Consultant's experience, qualifications, and general familiarity with the construction industry. However, because Consultant has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Consultant cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from opinions of probable construction cost prepared by Consultant. If Client requires greater assurance as to probable construction costs, then Client agrees to obtain an independent cost estimate.

G. Client and Third Party Provided Information

Consultant shall have the right to rely on the accuracy of any information provided by Client and third parties. Consultant will not review this information for accuracy.

H. Access

Client shall arrange for safe access to and make all provisions for Consultant and Consultant's subconsultants to enter upon public and private property as required for Consultant to perform services under this Agreement.

I. Construction Observation

Consultant will observe the work as agreed to for general compliance with the construction documents. Consultant shall not at any time supervise, direct, control, or have authority over any contractor's work, nor shall Consultant have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a contractor to comply with laws and regulations applicable to that contractor's furnishing and performing of its work. Consultant shall not be responsible for the acts or omissions of any contractor. Consultant has no stop work authority. Consultant shall not be responsible for any decision made regarding the construction contract requirements, or any application, interpretation, clarification, or modification of the construction contract documents, other than those made by Consultant.

J. Environmental

The parties acknowledge that Consultant's services do not include any services related to unknown or undisclosed Constituents of Concern. Consultant assumes no liability for the detection or removal of any hazardous substances found at or adjacent to the Project site.

K. Termination of Contract

1. Either party may at any time terminate this Agreement with 7 days written notice for cause in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.
2. Client may terminate this Agreement for convenience with 30 days written notice, or the Project may be suspended by Client with 30 days written notice.
3. Consultant may terminate this Agreement for cause with 7 days written notice (a) if Consultant is requested to furnish or perform services contrary to Consultant's responsibilities as a licensed professional, (b) if Consultant's services are delayed or suspended for more than 90 days for reasons beyond Consultant's control, (c) if payment due Consultant remains unpaid for 90 days, or (d) as the result of the presence of undisclosed Constituents of Concern. Consultant will have no liability to Client on account of any termination by Consultant for cause.
4. In the event of any termination, Client shall pay to Consultant all amounts owing to Consultant under this Agreement, for all work performed up to the effective date of notice.

L. Insurance

Consultant will maintain insurance at a minimum in the amounts following. Insurance certificates will be provided if requested by Client.

- General Liability \$1,000,000 Each Occurrence / \$2,000,000 General Aggregate
- Auto Liability \$1,000,000 Combined Single Limit
- Workers Compensation Statutory
- Employers Liability \$1,000,000 Each Accident / \$1,000,000 Each Employee / \$1,000,000 Policy Limit
- Umbrella \$1,000,000 Occurrence / Aggregate
- Professional Liability \$1,000,000 Per Claim / Aggregate

M. Indemnification and Allocation of Risk

1. To the fullest extent permitted by law, Consultant shall indemnify and hold harmless Client, Client's officers, directors, partners, and employees from damages and judgments (including reasonable fees), but only to the extent caused by any negligent act or omission of Consultant or Consultant's officers, directors, partners, employees, and subconsultants in the performance of Consultant's services under this Agreement.
2. To the fullest extent permitted by law, Client shall indemnify and hold harmless Consultant, Consultant's officers, directors, partners, employees, and subconsultants from damages and judgments (including reasonable fees), but only to the extent caused by any negligent act or omission of Client or Client's officers, directors, partners, employees, and consultants with respect to this Agreement.
3. To the fullest extent permitted by law, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, will not exceed the percentage share that the party's negligence bears to the total negligence of Client, Consultant, and all other negligent entities and individuals.
4. The indemnification provision of paragraph M.1. is subject to and limited by the provisions agreed to by Client and Consultant in paragraph N. "Limit of Liability," of this Agreement.

N. Limit of Liability

To the fullest extent permitted by law, the total liability, in the aggregate, of Consultant and Consultant's officers, directors, partners, employees, agents, and subconsultants, or any of them to Client and anyone claiming by, through, or under Client, for any and all injuries, losses, damages and expenses, whatsoever arising out of, resulting from, or in any way related to this Agreement from any cause or causes including but not limited to the negligence, professional errors or omissions, strict liability or breach of contract or warranty, express or implied, of Consultant or Consultant's officers, directors, partners, employees, agents, and subconsultants, or any of them, shall not exceed the total amount of \$1,000,000, or the Consultant's total fee for services rendered on this project, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action, including without limitation active and passive negligence, however alleged or arising, unless otherwise prohibited by law. In no event shall the Consultant's liability exceed the amount of available insurance proceeds.

O. Consequential Damages

To the fullest extent permitted by law, Client and Consultant waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, consultants and subconsultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement, any Task Order, or a Specific Project, from any cause or causes. Such excluded damages include but are not limited to loss of profits or revenue; loss of use or opportunity; loss of good will; cost of substitute facilities, goods, or services; and cost of capital.

P. Third Party Beneficiaries

All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Client and Consultant and not for the benefit of any other party. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either Client or the Consultant. Consultant's services under this Agreement are being performed solely for the Client's benefit, and no other entity shall have any claim against Consultant because of this Agreement or the performance or nonperformance of services hereunder. Client agrees to include a provision in all contracts with contractors and other entities involved in this Project to carry out the intent of this paragraph.

Q. Severability and Waiver of Provisions

Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Client and Consultant, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision. Non-enforcement of any provision by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

R. Hold Harmless

Consultant's commitments as set forth in this Agreement are based on the expectation that all of the services described in this Agreement will be provided. In the event Client later elects to reduce the Consultant's scope of services, Client hereby agrees to release, hold harmless, defend and indemnify Consultant from any and all claims, damages, losses, or costs associated with or arising out of such reduction in services.

S. Consultant's Services

Consultant's Services do not include: (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission; (2) advising Client, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances; (3) providing surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements; or (4) providing legal advice or representation.

T. Changed Conditions

If, during the term of this Agreement, circumstances or conditions that were not originally contemplated by or known to the Consultant are revealed, to the extent that they affect the scope of services, compensation, schedule, allocation of risks or other material terms of this Agreement, the Consultant may call for renegotiation of appropriate portions of this Agreement. The Consultant shall notify the Client of the changed conditions necessitating renegotiation, and the Consultant and the Client shall promptly and in good faith enter into renegotiation of this Agreement to address the changed conditions. If terms cannot be agreed to, the parties agree that either party has the right to terminate this Agreement in accordance with the Termination provision hereof.

U. Delays

Consultant shall not be liable for any loss or damage arising directly or indirectly from any delays for causes beyond the Consultant's control. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions or other natural disasters or acts of God; fires, riots, war or other emergencies; pandemics, failure of any government agency to act in timely manner; failure of performance by the Client or the Client's contractors or consultants; or discovery of any hazardous substances or differing site conditions. If the delays resulting from any such causes increase the cost or time required by the Consultant to perform its services in an orderly and efficient manner, the Consultant shall be entitled to a reasonable adjustment in schedule and compensation.

V. Entire Agreement

This Agreement is the entire Agreement between the Client and the Consultant. It supersedes all prior communications, understandings and agreements, whether oral or written. Amendments to this Agreement must be in writing and signed by both the Client and the Consultant.

W. Assignment

Neither party to this Agreement shall transfer, sublet, or assign any rights or duties under or interest in this Agreement, including but not limited to monies that are due or monies that may be due, without the prior written consent of the other party. Subcontracting to subconsultants normally contemplated by the Consultant as a generally accepted business practice shall not be considered an assignment for purposes of this Agreement.

X. Dispute Resolution

Client and Consultant agree to negotiate all disputes between them in good faith for a period of 60 days from the date of notice, prior to invoking mediation. Subsequent to negotiation, Client and Consultant agree to submit any and all unsettled claims, counterclaims, disputes, and other matters in questions between them arising out or relating to this Agreement or the breach thereof ("disputes") to mediation as a condition precedent to litigation. Client and Consultant agree to participate in the mediation process in good faith and on a confidential basis.

Y. Governing Law

This Agreement will be governed by the laws of the state in which the project is located.

Z. Definitions

1. Contractor - Any person or entity (not including the Consultant, its employees, agents, representatives, subcontractors, and subconsultants), performing or supporting construction activities relating to the Project, including but not limited to contractors, subcontractors, suppliers, Client's work forces, utility companies, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.

2. Constituent of Concern – any substances, including without limitation asbestos, asbestos-containing materials, toxic or hazardous substances, PFASs, PCBs, combustible gases and materials, petroleum or radioactive materials (as each of these is defined in applicable state, provincial or federal statutes), pollutants, viruses, bacteria or pathogens of any kind, or any other substances under any conditions and in such quantities as would pose a substantial danger to persons or property exposed to such substances at or near the Project site.

END OF DOCUMENT

Page 3 of 3 pages

(Ruekert & Mielke, Inc. Standard Terms and Conditions)

Cost Category	Description	Total Costs (Calculated)	Ineligible Project Costs
1. Force Account		\$0.00	\$0.00
2. Interim Financing		\$0.00	\$0.00
3. Planning & Design Contracts		\$46,300.00	\$0.00
RUEKERT-MIELKE, INC. - Madison	PD/E - Design and Bidding	\$46,300.00	\$0.00
4. Land Acquisition/Easement		\$0.00	\$0.00
5. Construction Management/Engineering		\$46,300.00	\$0.00
RUEKERT-MIELKE, INC. - Madison	Const -	\$46,300.00	\$0.00
6. Construction/Equipment	Cornerstone	\$917,310.00	\$0.00
7. Contingency		\$45,866.00	\$0.00
Contingency Base		\$45,866.00	\$0.00
8. Miscellaneous Costs		\$8,000.00	\$0.00
	Annual Assistance	\$5,000.00	\$0.00
	PFAS Verification Testing	\$3,000.00	\$0.00
9. Closing Costs		\$12,000.00	\$0.00
	Bond Counsel	\$12,000.00	\$0.00
Project Total		\$1,075,776.00	\$0.00

EC PF: 50% up to \$504,499
Net Loan Amount

Eligible Project Costs Paid by Village of Pewaukee	Requested Costs 5250-08	Total Loan Award
\$0.00	\$0.00	\$0.00
\$0.00	\$0.00	\$0.00
\$46,299.00	\$1.00	\$1.00
\$46,299.00	\$1.00	\$1.00
\$0.00	\$0.00	\$0.00
\$0.00	\$46,300.00	\$46,300.00
\$0.00	\$46,300.00	\$46,300.00
\$163,137.25	\$754,172.75	\$754,172.75
\$0.00	\$45,866.25	\$45,866.25
\$0.00	\$45,866.25	\$45,866.25
\$0.00	\$8,000.00	\$8,000.00
\$0.00	\$5,000.00	\$5,000.00
\$0.00	\$3,000.00	\$3,000.00
\$0.00	\$12,000.00	\$12,000.00
\$0.00	\$12,000.00	\$12,000.00
\$209,436.25	\$866,340.00	\$866,340.00

\$433,170.00

\$433,170.00

State of Wisconsin
Department of Natural Resources
Bureau of Community Financial Assistance
101 South Webster Street
PO Box 7921
Madison, Wisconsin 53707-7921

Financial Assistance Agreement
Safe Drinking Water Loan Program
Form 8700-214 rev 10/24

STATE OF WISCONSIN SAFE DRINKING WATER LOAN PROGRAM
FINANCIAL ASSISTANCE AGREEMENT WITH PRINCIPAL FORGIVENESS

STATE OF WISCONSIN
DEPARTMENT OF NATURAL RESOURCES
DEPARTMENT OF ADMINISTRATION

and

VILLAGE OF PEWAUKEE

\$1,076,076 With up to \$538,038 PRINCIPAL FORGIVENESS

FINANCIAL ASSISTANCE AGREEMENT

Dated as of August 27, 2025

This constitutes a **Financial Assistance Agreement** under the State of Wisconsin's Safe Drinking Water Loan Program. This agreement is awarded pursuant to ss. 281.59 and 281.61, Wis. Stats. The purpose of this agreement is to award financial assistance from the Safe Drinking Water Loan Program. This agreement also discloses the terms and conditions of this award.

This agreement is only effective when signed by authorized officers of the municipality, the State of Wisconsin Department of Natural Resources, and the State of Wisconsin Department of Administration.

The Department of Natural Resources and the Department of Administration may rescind or terminate this agreement if the municipality fails to comply with the terms and conditions contained within. Any determination or certification made in this agreement by the Department of Natural Resources or the Department of Administration is made solely for the purpose of providing financial assistance under the Safe Drinking Water Loan Program.

Municipal Identification No. 67171
Safe Drinking Water Loan Program Project No. 5250-08

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WITNESSETH:

WHEREAS, this is a FINANCIAL ASSISTANCE AGREEMENT (the "FAA"), dated August 27, 2025, between the STATE OF WISCONSIN Safe Drinking Water Loan Program (the "SDWLP"), by the Department of Natural Resources (the "DNR") and the Department of Administration (the "DOA"), acting under authority of ss. 281.59 and 281.61, Wis. Stats., as amended (the "Statute"), and the Village of Pewaukee, a municipality within the meaning of the Statute, duly organized and existing under the laws of the State of Wisconsin (the "Municipality"); and

WHEREAS, the United States, pursuant to the Federal Safe Drinking Water Act Amendments of 1996 (the "Act"), requires each state to establish a drinking water revolving loan fund to be administered by an instrumentality of the state before the state may receive capitalization grants for eligible projects from the United States Environmental Protection Agency (the "EPA"), or any successor which may succeed to the administration of the program established by the Act; and

WHEREAS, the State of Wisconsin, pursuant to the Statute, Wis. Stats., established the SDWLP to be used in part for purposes of the Act; and

WHEREAS, the State of Wisconsin, pursuant to s. 25.43, Wis. Stats., established a State of Wisconsin Environmental Improvement Fund which includes the SDWLP; and

WHEREAS, DNR and DOA have the joint responsibility to provide SDWLP financial assistance to municipalities for the construction of eligible drinking water projects, all as set forth in the Statute; and

WHEREAS, the Municipality submitted to DNR an application for financial assistance (the "Application") for a project (the "Project"), and DNR has approved the Application, and determined the Application meets DNR criteria for Project eligibility established in applicable state statutes and regulations; and

WHEREAS, DNR determined that the Municipality and the Project are not ineligible for financial assistance under s. 281.61(2g), Wis. Stats.; and

WHEREAS, DOA determined the SDWLP will provide financial assistance to the Municipality by making a loan (the "Loan") pursuant to s. 281.59(9), Wis. Stats., for the purposes of that subsection and providing principal forgiveness; and

WHEREAS, the Municipality pledged the security, if any, required by DOA, and the Municipality demonstrated to the satisfaction of DOA the financial capacity to ensure sufficient revenues to operate and maintain the Project for its useful life and to pay debt service on the obligations it issues for the Project; and

WHEREAS, the Municipality certifies to the SDWLP that it has created a dedicated source of revenue, which may constitute taxes levied by the Municipality with respect to a general obligation of the Municipality, for repayment of the Municipal Obligations; and

WHEREAS, the Municipality obtained DNR approval of facility plans or engineering reports and Plans and Specifications for the Project, subject to the provisions of applicable State environmental standards set forth in law, rules, and regulations;

NOW, THEREFORE, in consideration of the promises and of the mutual representations, covenants, and agreements herein set forth, the SDWLP and the Municipality, each binding itself, its successors, and its assigns, do mutually promise, covenant, and agree as follows:

ARTICLE I
DEFINITIONS; RULES OF INTERPRETATION

Section 1.01. Definitions The following capitalized terms as used in this FAA shall have the following meanings:

"Act" means the federal Safe Drinking Water Act, 42 U.S.C. 300f to 300j-26.

"American Iron and Steel" means the requirements for using American iron and steel as mandated under EPA's Drinking Water State Revolving Fund program.

"Application" means the written application of the Municipality dated June 30, 2024, for financial assistance under the Statute.

"Bipartisan Infrastructure Law" or "BIL" means the federal Infrastructure Investment and Jobs Act signed into law on November 15, 2021.

"Bonds" means bonds or notes issued by the State pursuant to the Program Resolution, all or a portion of the proceeds of which shall be applied to make the Loan.

"Build America, Buy America" means Title IX of the Infrastructure Investment and Jobs Act, Publ. L. No. 117-58, §§ 70901-52.

"Business Day" means any day on which State offices are open to conduct business.

"Code" means the Internal Revenue Code of 1986, as amended, and any successor provisions.

"CWFP" means the State of Wisconsin Clean Water Fund Program, established pursuant to ss. 281.58 and 281.59, Wis. Stats., and managed and administered by DNR and DOA.

"DNR" means the State of Wisconsin Department of Natural Resources and any successor entity.

"DOA" means the State of Wisconsin Department of Administration and any successor entity.

"Emerging Contaminant" means (i) any pollutant that is a perfluoroalkyl or polyfluoroalkyl substance (PFAS) or any [other] pollutant identified by the EPA administrator as a contaminant of emerging concern or (ii) a substance or microorganism, including a manufactured or naturally occurring physical, chemical, biological, radiological, or nuclear material, which is known or anticipated in the environment, that may pose a newly identified or re-emerging risk to human health, aquatic life, or the environment.

"EPA" means the United States Environmental Protection Agency or any successor entity that may succeed to the administration of the program established by the Act.

"FAA" means this Financial Assistance Agreement.

"Fees and Charges" means the costs and expenses of DNR and DOA in administering the SDWLP.

"Final Completion" means the Project construction is complete, DNR or agents thereof have certified that the Project was constructed according to DNR approved Plans and Specifications and that the facilities are operating according to design, and DNR has completed all necessary Project closeout procedures.

"Financial Assistance" means any proceeds provided under this Financial Assistance Agreement in the form of a Loan of which part of the Loan principal will be forgiven.

"Financial Assistance Agreement" means this Financial Assistance Agreement between the SDWLP by DNR, DOA, and the Municipality, as the same may be amended from time to time in accordance with Section 6.04 hereof.

"Loan" means the loan or loans made by the SDWLP to the Municipality of which a portion of the principal will be forgiven pursuant to this FAA.

"Loan Disbursement Table" means the table with columns for inserting the following information for the portion of the Loan which is to be repaid with interest:

- (a) amount of each disbursement,
- (b) date of each disbursement,
- (c) the series of Bonds from which each disbursement is made,
- (d) principal amounts repaid, and
- (e) outstanding principal balance.

"Municipal Obligation Counsel Opinion" means the opinion of counsel satisfactory to DOA, issued in conjunction with the Municipal Obligations, stating that:

- (a) this FAA and the performance by the Municipality of its obligations thereunder have been duly authorized by all necessary actions by the governing body of the Municipality, and this FAA has been duly executed and delivered by the Municipality;
- (b) the Municipal Obligations have been duly authorized, executed, and delivered by the Municipality and sold to the SDWLP;
- (c) each of this FAA and the Municipal Obligations constitutes a legal, valid, and binding obligation of the Municipality, enforceable against the Municipality in accordance with its respective terms (provided that enforceability thereof may be subject to bankruptcy, insolvency, reorganization, moratorium, and other similar laws affecting creditors' rights heretofore or hereafter enacted to the extent constitutionally applicable and that its enforcement may also be subject to the exercise of judicial discretion in appropriate cases);
- (d) the Municipal Obligations constitute general obligations of the Municipality, and the full faith and credit of the Municipality is pledged for the payment of principal thereof and interest thereon as and when it becomes due;
- (e) interest on the Municipal Obligations is not included in gross income of the owners thereof for federal income taxation purposes under existing laws, regulations, rulings, and judicial decisions;
- (f) the Municipal Obligations are not "arbitrage bonds" within the meaning of Section 148 of the Code and the arbitrage regulations; and
- (g) the Municipal Obligations are not "private activity bonds" as defined in Section 141(a) of the Code.

"Municipal Obligation Resolution" means that action taken by the governing body of the Municipality authorizing the issuance of the Municipal Obligations.

"Municipal Obligations" means the bonds or notes issued and delivered by the Municipality to the SDWLP, a specimen copy of which is included in the Municipal Obligations transcript in exchange for the portion of the Loan which is not subject to Principal Forgiveness.

"Municipality" means the Village of Pewaukee, a "local governmental unit" within the meaning of the Statute, duly organized and existing under the laws of the State, and any successor entity.

"Plans and Specifications" means the Project design plans and specifications assigned No. W-2024-0451, approved by DNR on June 12, 2024, as the same may be amended or modified from time to time in accordance with this FAA.

"Principal Forgiveness" means Financial Assistance received in the form of forgiveness of a portion of the Loan principal pursuant to the Act, Regulations, and this FAA of which no repayment thereof shall be required except as may be required per the Act, Statute, Regulations, or this FAA. The total amount of principal forgiveness available for this Project as of the date of this FAA is \$538,038. The applicable percentage of principal forgiveness for this Project, as shown on the Final Funding List, is 50%.

"Program Resolution" means the Amended and Restated Program Resolution for State of Wisconsin Environmental Improvement Fund Revenue Obligations adopted by the State of Wisconsin Building Commission on February 15, 2017, as such may from time to time be further amended or supplemented by Supplemental Resolutions in accordance with the terms and provisions of the Program Resolution.

"Progress Payments" means payments for work in place and materials or equipment that have been delivered or are stockpiled in the vicinity of the construction site. This includes payments for undelivered specifically manufactured equipment if: (1) designated in the specifications, (2) could not be readily utilized or diverted to another job, and (3) a fabrication period of more than 6 months is anticipated.

"Project" means the project assigned SDWLP Project No. 5250-08 by DNR, described in the Project Manager Summary Page (Exhibit F), and further described in the DNR approval letter(s) for the Plans and Specifications, or portions thereof, issued under s. 281.41, Wis. Stats.

"Project Costs" means the costs of the Project that are eligible for financial assistance from the SDWLP under the Statute, which are allowable costs under the Regulations, which have been incurred by the Municipality, an estimate of which is set forth in Exhibit A hereto and made a part hereof.

"Regulations" means the Act; the BIL; chs. NR 108, NR 150, NR 151, NR 166, NR 809, NR 810, and NR 811, Wis. Adm. Code, the regulations of DNR; and ch. Adm. 35, Wis. Adm. Code, the regulations of DOA, adopted pursuant to and in furtherance of the Statute, as such may be adopted or amended from time to time.

"Responsible Party" means an entity found to have caused contamination of the water supply of the Municipality and may be liable for paying for a portion of the remediation or cleanup of the land, water source, or facility that is contaminated.

"SDWLP" means the State of Wisconsin Safe Drinking Water Loan Program, established pursuant to the Statute and managed and administered by DNR and DOA.

"Servicing Fee" means any servicing fee that may be imposed by DNR and DOA pursuant to s. 281.61(5)(b), Wis. Stats., which shall cover the estimated costs of reviewing and acting upon the Application and servicing this FAA, and which the Municipality is obligated to pay as set forth in Section 3.09 hereof.

"State" means the State of Wisconsin.

"Statute" means ss. 281.59 and 281.61, Wis. Stats., as amended.

"Substantial Completion" means the date on which construction of the Project is sufficiently complete in accordance with the contract documents so that the owner can occupy and utilize the Project for its intended use.

"Supplemental Resolution" shall have the meaning set forth in the Program Resolution.

"Trustee" means the trustee appointed by the State pursuant to the Program Resolution and any successor trustee.

"User Fees" means fees charged or to be charged to users of the Project or the Water System of which the Project is a part pursuant to the Municipality's Water Rates or otherwise.

"Water Diversion Permit" means a DNR permit issued to the Municipality under s. 30.18(2), Wis. Stats., to divert water from a stream or lake in Wisconsin.

"Water Rates" means a charge or system of charges levied on users of a water system for the user's proportional share of the revenue requirement of a water system which consists of operation and maintenance expenses, depreciation, taxes, and return on investment.

"Water System" means all structures, conduits, and appurtenances by means of which water is delivered to consumers, except piping and fixtures inside buildings served and service pipes from buildings to street mains.

Section 1.02. Rules of Interpretation Unless the context clearly indicates to the contrary, the following rules shall apply to the context of this FAA:

- (a) Words importing the singular number shall include the plural number and vice versa, and one gender shall include all genders.
- (b) All references herein to particular articles or sections are references to articles or sections of this FAA.
- (c) The captions and headings herein are solely for convenience of reference and shall not constitute a part of this FAA, nor shall they affect its meaning, construction, or effect.
- (d) The terms "hereby", "hereof", "hereto", "herein", "hereunder", and any similar terms as used in this FAA refer to this FAA in its entirety and not the particular article or section of this FAA in which they appear. The term "hereafter" means after and the term "heretofore" means before the date of delivery of this FAA.
- (e) All accounting terms not otherwise defined in this FAA have the meanings assigned to them in accordance with generally accepted accounting principles, and all computations provided for herein shall be made in accordance with generally accepted accounting principles.

ARTICLE II REPRESENTATIONS

Section 2.01. Representations of the SDWLP The SDWLP represents and warrants as follows:

- (a) The State is authorized to issue the Bonds in accordance with the Statute and the Program Resolution and to use the proceeds thereof to provide funds for the Financial Assistance provided to the Municipality to undertake and complete the Project.
- (b) The SDWLP has complied with the provisions of the Statute and has full power and authority to execute and deliver this FAA, consummate the transactions contemplated hereby, and perform its obligations hereunder.

(c) The SDWLP is not in violation of any of the provisions of the Constitution or laws of the State which would affect its powers referred to in the preceding paragraph (b).

(d) Pursuant to the Statute, the SDWLP is authorized to execute and deliver this FAA, and to take actions and make determinations that are required of the SDWLP under the terms and conditions of this FAA.

(e) The execution and delivery by the SDWLP of this FAA and the consummation of the transactions contemplated by this FAA shall not violate any indenture, mortgage, deed of trust, note, agreement, or other contract or instrument to which the State is a party, or by which it is bound, or, to the best of the SDWLP's knowledge, any judgment, decree, order, statute, rule, or regulation applicable to the SDWLP; all consents, approvals, authorizations, and orders of governmental or regulatory authorities that are required for the consummation of the transactions contemplated thereby have been obtained.

(f) To the knowledge of the SDWLP, there is no action, suit, proceeding, or investigation, at law or in equity, before or by any court, public board, or body, threatened in writing against, pending, or affecting the SDWLP, or, to the knowledge of the SDWLP, any basis therefore, wherein an unfavorable decision, ruling, or finding would adversely affect the transactions contemplated hereby or which, in any way, could adversely affect the validity of this FAA or any agreement or instrument to which the State is a party and which is used or contemplated for use in consummation of the transactions contemplated by each of the foregoing.

(g) The Project is on the DNR funding list for the 2025 state fiscal year.

Section 2.02. Representations of the Municipality The Municipality represents, and warrants as of the date of this FAA, and with respect to paragraphs (n), (s), and (u), covenants throughout the term of this FAA, as follows:

(a) The Municipality possesses the legal municipal form of a village under ch. 61, Wis. Stats. The Municipality is located within the State and is a "municipality" within the meaning of the Statute, duly organized and existing under the laws of the State, and has full legal right, power, and authority to:

- (1) conduct its business and own its properties,
- (2) enter into this FAA,
- (3) adopt the Municipal Obligation Resolution,
- (4) issue and deliver the Municipal Obligations to the SDWLP as provided herein, and
- (5) carry out and consummate all transactions contemplated by each of the aforesaid documents.

(b) The Municipality is in compliance with its Water Diversion Permit (if any).

(c) With respect to the issuance of the Municipal Obligations, the Municipality has complied with the Municipal Obligation Resolution and with all applicable laws of the State.

(d) The governing body of the Municipality has duly approved the execution and delivery of this FAA and the issuance and delivery of the Municipal Obligations in the aggregate principal amount of \$538,038 and authorized the taking of any and all action as may be required on the part of the Municipality and its authorized officers to carry out, give effect to, and consummate the transactions contemplated by each of the foregoing.

(e) This FAA and the Municipal Obligations have each been duly authorized, executed, and delivered, and constitute legal, valid, and binding obligations of the Municipality, enforceable in accordance with their respective terms.

(f) To the knowledge of the Municipality, there is no action, suit, proceeding, inquiry, or investigation, at law or in equity, before or by any court, public board, or body, threatened in writing against, pending, or affecting the Municipality, or to the knowledge of the Municipality any basis therefor:

(1) affecting the creation, organization, or existence of the Municipality or the title of its officers to their respective offices;

(2) seeking to prohibit, restrain, or enjoin the execution of this FAA or the issuance or delivery of the Municipal Obligations;

(3) in any way contesting or affecting the validity or enforceability of the Municipal Obligation Resolution, the Municipal Obligations, this FAA, or any agreement or instrument relating to any of the foregoing or used or contemplated for use in the consummation of the transactions contemplated by this FAA; or

(4) wherein an unfavorable decision, ruling, or finding could adversely affect the transactions contemplated hereby or by the Municipal Obligation Resolution or the Municipal Obligations.

(g) The Municipality is not in any material respect in breach of or in default under any applicable law or administrative regulation of the State or the United States, any applicable judgment or decree, or any agreement or other instrument to which the Municipality is a party, or by which it or any of its properties is bound, and no event has occurred that, with the passage of time, the giving of notice, or both, could constitute such a breach or default. The execution and delivery of this FAA, the issuance and delivery of the Municipal Obligations, the adoption of the Municipal Obligation Resolution, and compliance with the respective provisions thereof shall not conflict with, or constitute a breach of or default under, any applicable law or administrative regulation of the State or of the United States, any applicable judgment or decree, or any agreement or other instrument to which the Municipality is a party, or by which it or any of its property is bound.

(h) The Municipal Obligations constitute validly-issued legally-binding general obligations of the Municipality secured as set forth therein.

(i) The resolutions of the Municipality accepting the Financial Assistance and the Municipal Obligation Resolution have been duly adopted by the Municipality and remain in full force and effect as of the date hereof.

(j) The Municipality has full legal right and authority and all necessary permits, licenses, easements, and approvals (other than such permits, licenses, easements, or approvals that are not by their nature obtainable prior to Substantial Completion of the Project) required as of the date hereof to own the Project, carry on its activities relating thereto, undertake and complete the Project, and carry out and consummate all transactions contemplated by this FAA.

(k) The Municipality represents that it has not made any commitment or taken any action that shall result in a valid claim for any finders' or similar fees or commitments in respect to the issuance and sale of the Municipal Obligations and the making of the Loan under this FAA.

(l) The Project is eligible under s. 281.61(2), Wis. Stats., for financing from the SDWLP, and the Project Costs are equal to or in excess of the principal amount of the Municipal Obligations. The Project has satisfied the requirements of the State Environmental Review Procedures contained in the Regulations. Portions of the Project that are ineligible for financing from the SDWLP are listed within the Project Manager Summary Page attached hereto as Exhibit F. The Municipality

intends the Project to be eligible under the Statute throughout the term of this FAA. However, if the Municipality receives a settlement from a Responsible Party for a portion of the costs of the Project, the costs covered under the settlement shall be deemed ineligible for SDWLP financial assistance.

(m) All amounts shown in Exhibit A of this FAA are costs of a Project eligible for financial assistance from the SDWLP under the Statute. All proceeds of any borrowing of the Municipality that have been spent and which are being refinanced with the proceeds of the Financial Assistance made hereunder have been spent on eligible Project Costs. All Project Costs are reasonable, necessary, and allocable by the Municipality to the Project under generally accepted accounting principles. None of the proceeds of the Financial Assistance shall be used directly or indirectly by the Municipality as working capital or to finance inventory, as opposed to capital improvements.

(n) The Project is and shall remain in compliance with all applicable federal, state, and local laws and ordinances (including rules and regulations) relating to zoning, building, safety, and environmental quality. The Municipality has complied with and completed all requirements of DNR necessary to commence construction of the Project prior to the date hereof. The Municipality intends to proceed with due diligence to complete the Project pursuant to Section 4.04 hereof.

(o) The Municipality does not intend to lease the Project or enter into a long-term contract for operation of the Project except as set forth in Exhibit D.

(p) The Municipality shall not take or omit to take any action which action or omission shall in any way cause the proceeds of the Bonds to be applied in a manner contrary to that provided in the Program Resolution.

(q) The Municipality has not taken and shall not take any action, and presently knows of no action that any other person, firm, or corporation has taken or intends to take, that would cause interest on the Municipal Obligations to be includable in the gross income of the owners of the Municipal Obligations for federal income tax purposes. The representations, certifications, and statements of reasonable expectation made by the Municipality as referenced in the Municipal Obligation Counsel Opinion and No Arbitrage Certificate are hereby incorporated by this reference as though fully set forth herein.

(r) Other than (1) "preliminary expenditures" as used in Treas. Regs. 26 CFR 1.150-2 in an amount not exceeding 20% of the principal amount of the Municipal Obligations, or (2) an amount not exceeding the lesser of \$100,000 or 5% of the principal amount of the Municipal Obligations, all of the proceeds of the Bonds loaned to the Municipality (other than refunding proceeds, if any) shall be used for Project Costs paid by the Municipality subsequent to a date which is 60 days prior to the date on which the Municipality adopted a reimbursement resolution pursuant to Treas. Regs. 26 CFR 1.150-2 stating its intent to reimburse other funds of the Municipality used to finance the Project, or subsequent to the issuance date of the Municipal Obligations.

(s) The Municipality represents that it has satisfied and shall continue to satisfy all the applicable requirements in ss. 281.61(4), (5), and (8m), Wis. Stats., and ch. NR 166, Wis. Adm. Code.

(t) The Municipality has levied a tax that will generate annually sufficient revenue to pay the principal of and interest on the Municipal Obligations.

(u) The Municipality is in substantial compliance and shall remain in substantial compliance with all applicable conditions, requirements, and terms of financial assistance previously awarded through any federal construction grants program, the SDWLP, or the CWFP.

(v) The Municipality has met all terms and conditions contained within and received DNR approval for the Plans and Specifications described in the definitions hereof.

(w) The Municipality represents that it submitted to DNR a bid tabulation for the Project with a recommendation to DNR for review and concurrence. The expected Substantial Completion date of the Project was October 11, 2024.

(x) If the Municipality fails to make a principal repayment or interest payment after its due date, DOA shall place on file a certified statement of all amounts due under this section and s. 281.58 or 281.61 or s. 281.60, 2021 stats. After consulting with DNR, DOA may collect all amounts due by deducting those amounts from any state payments due the municipality or may add a special charge to the amount of taxes apportioned to and levied upon the county under s. 70.60. If DOA collects amounts due, it shall remit those amounts to the fund to which they are due and notify DNR of that action.

(y) The Municipality acknowledges that the State reserves the right upon default by the Municipality hereunder to have a receiver appointed to collect User Fees from the operation of the Water System or, in the case of a joint utility system, to bill the users of the Water System directly.

(z) The representations of the Municipality in the Application are true and correct as of the date of this FAA and are incorporated herein by reference as if fully set forth in this place.

(aa) There has been no material adverse change in the financial condition or operation of the Municipality or the Project since the submission date of the Application.

(bb) Reserved.

(cc) The Municipality acknowledges that it is eligible to receive Financial Assistance in the form of a Loan of \$1,076,076 with Principal Forgiveness of \$538,038 for payment of Project Costs.

ARTICLE III LOAN PROVISIONS

Section 3.01. Loan Clauses

(a) Subject to the conditions and in accordance with the terms of this FAA, the SDWLP hereby agrees to make the Loan and the Municipality agrees to accept the Loan. As evidence of the portion of the Loan made to the Municipality remaining subsequent to the Principal Forgiveness, the Municipality hereby agrees to sell to the SDWLP Municipal Obligations in the aggregate principal amount of \$538,038. The SDWLP shall pay for the Municipal Obligations in lawful money of the United States, which shall be disbursed as provided in this FAA.

(b) Prior to disbursement, Loan proceeds shall be held by the SDWLP or by the Trustee for the account of the SDWLP. Earnings on undisbursed Loan proceeds shall be for the account of the SDWLP. Loan proceeds shall be disbursed only upon submission by the Municipality of disbursement requests and approval thereof as set forth in Section 3.05 hereof.

(c) The Loan shall bear interest at the rate of two and 475/1000ths percent (2.475%) per annum, and interest shall accrue and be payable only on Loan principal amounts actually disbursed on the Municipal Obligations from the date of disbursement until the date such amounts are repaid or forgiven.

(d) Disbursements of Financial Assistance shall generally be made: first, in the form of a Loan disbursement on the Municipal Obligations, which must be at least 5% of the Municipal Obligation amount or an excess of \$50,000, whichever is less; second in the form of Loan disbursements that include the applicable percentage of Principal Forgiveness up to \$538,038; and third, if the Principal Forgiveness cap has been reached, in the form of Loan disbursements on the Municipal Obligations. Principal Forgiveness will be applied at the time of Loan disbursement.

(e) The Department of Administration shall maintain a Loan Disbursement Table on its website <http://eif.doa.wi.gov/start.asp>. DOA shall make entries as each disbursement is made and as each principal amount is repaid; the SDWLP and the Municipality agree that such entries shall be mutually binding.

(f) Upon Final Completion of the Project, DOA may request that the Municipality issue substitute Municipal Obligations in the aggregate principal amount equal to the outstanding principal balance of the Municipal Obligations.

(g) The Municipality shall deliver, or cause to be delivered, a Municipal Obligation Counsel Opinion to the SDWLP concurrently with the delivery of the Municipal Obligations.

Section 3.02. Type of Municipal Obligation and Security The Municipality's obligation to meet annual debt service requirements on the Municipal Obligations shall be a general obligation evidenced by issuance of general obligation bonds or notes pursuant to ch. 67, Wis. Stats. The security for the Municipality's obligation to meet the annual debt service requirements shall be the full faith and credit of the Municipality and an irrevocable levy of ad valorem taxes and may include revenues of the Water System which are appropriated and irrevocably deposited in the debt service fund for the Municipal Obligations. Pursuant to s. 67.05(10), Wis. Stats., the tax levy may be reduced by the amounts of revenues so deposited. The Municipal Obligations are also secured as provided in Section 3.07 hereof.

Section 3.03. Municipal Obligations Amortization Principal and interest payments on the Municipal Obligations shall be due on the dates set forth in Exhibit B of this FAA. The payment amounts shown on Exhibit B are for informational purposes only and assume the full amount of the Municipal Obligations is disbursed and that the full amount of Principal Forgiveness available is applied to the Loan on August 27, 2025. It is understood that the actual amounts of the Municipality's Municipal Obligations payments shall be based on the actual dates and amounts of disbursements on the Municipal Obligations. Notwithstanding the foregoing or anything in the Municipal Obligations, the Municipal Obligations shall be for no longer than three (3) years from the date of this FAA and shall mature and be fully amortized not later than three (3) years after the original issue date of the Municipal Obligations. Repayment of principal on the Municipal Obligations shall begin not later than twelve (12) months after the expected or actual Substantial Completion date of the Project.

Section 3.04. Redemption of Municipal Obligations

(a) **Optional Redemption:** Municipal Obligations may not be prepaid without the prior written consent of the SDWLP. The SDWLP has sole discretion to withhold such consent.

(b) **Mandatory Redemption:** The Municipality shall prepay the Municipal Obligations, on the next succeeding May 1 or November 1, (i) with any settlements received from any third party relating to the design or construction of the Project or (ii) from payments received by Responsible Parties to the extent that the SDWLP decides to use such amounts for Loan prepayments pursuant to Section 3.05(d)(2).

(c) The Municipality shall pay all costs and expenses of the SDWLP in effecting the redemption of the Bonds pursuant to this Section 3.04. Such costs and expenses may include any prepayment premium applicable to the SDWLP and any investment losses incurred or sustained by the SDWLP resulting directly or indirectly from any such prepayment.

(d) Prepayments of the Municipal Obligations shall be applied pro rata to all maturities of the Municipal Obligations unless otherwise directed by the SDWLP.

Section 3.05. Disbursement of Loan Proceeds

(a) Under this FAA, Financial Assistance shall be drawn in the order specified in Section 3.01(d) of this document.

(b) Each disbursement request shall be delivered to DNR. Each request must contain invoices or other evidence acceptable to DNR and DOA that Project Costs for which disbursement of Financial Assistance is requested have been incurred by the Municipality.

(c) The SDWLP, through its agents or Trustee, plans to make disbursements of Financial Assistance on a semimonthly basis upon approval of each disbursement request by DNR and DOA. Such approval by DNR and DOA may require adjustment and corrections to the disbursement request submitted by the Municipality. The Municipality shall be notified whenever such an adjustment or correction is made by DNR or DOA.

(d) Disbursements made to the Municipality are subject to pre- and post-payment adjustments by DNR or DOA.

(1) If the Financial Assistance is not yet fully disbursed, and SDWLP funds were previously disbursed for costs not eligible for SDWLP funding, including for costs for which settlement payments from a Responsible Party are received by the Municipality after execution of this FAA, or not eligible under this FAA, the SDWLP shall make necessary adjustments to future disbursements.

(2) If the Financial Assistance is fully disbursed, including disbursements for any costs not eligible for SDWLP funding, including for costs for which settlement payments from a Responsible Party are received by the Municipality after execution of this FAA, or not eligible under this FAA, the Municipality agrees to repay to the SDWLP an amount equal to the non-eligible costs within 60 days of notification by DNR or DOA. The SDWLP shall then apply the amount it receives as (i) a Loan prepayment or (ii) a recovery of a Loan disbursement with Principal Forgiveness (if there is no outstanding Loan principal balance available to which the recovery may be applied) ; to the extent the SDWLP applies such amounts as a Loan Repayment, the Municipal Obligations shall be subject to mandatory prepayment pursuant to Section 3.04(b).

(e) The SDWLP or its agent shall disburse Financial Assistance only to the Municipality's account by electronic transfer of funds. The Municipality hereby covenants that it shall take actions and provide information necessary to facilitate these transfers.

(f) Disbursement beyond ninety-five percent (95%) of the Financial Assistance, unless otherwise agreed to by DNR and DOA pursuant to a written request from the Municipality, may be withheld until:

(1) DNR is satisfied that the Project has been completed in accordance with the Plans and Specifications, and DNR has approved all change orders relating to the Project;

- (2) the Municipality certifies to DNR its acceptance of the Project from its contractors;
 - (3) the Municipality certifies in writing to DNR its compliance with applicable Federal requirements (certification must be as prescribed on Exhibit C);
 - (4) the Municipality furnishes reports and provides data and such other information as SDWLP may require prior to Project closeout; and
 - (5) DNR certifies in writing to DOA the Municipality's compliance with all applicable requirements of this FAA.
- (g) Treas. Regs. 26 CFR § 1.148-6(d)(1)(iii) applies to project expenditures; it states, in part, "An issuer must account for the allocation of proceeds to expenditures not later than 18 months after the later of the date the expenditure is paid or the date the project, if any, that is financed by the issue is placed in service".

Section 3.06. Remedies

(a) If the Municipality:

- (1) or any authorized representative is not complying with federal or state laws, regulations, or requirements relating to the Project, and following due notice by DNR the Project is not brought into compliance within a reasonable period of time; or
- (2) is not complying with or is in violation of any provision set forth in this FAA; or
- (3) is not in compliance with the Statute or the Regulations;

then DNR may, until the Project is brought into compliance or the FAA non-compliance is cured to the satisfaction of DNR or DOA, impose one (1) or more of the following sanctions:

- (i) Progress payments or disbursements otherwise due the Municipality of up to 20% may be withheld.
- (ii) Project work may be suspended.
- (iii) DNR may request a court of appropriate jurisdiction to enter an injunction or afford other equitable or judicial relief as the court finds appropriate.
- (iv) Other administrative remedies may be pursued.

(b) If the Municipality fails to make any payment when due on the Municipal Obligations or fails to observe or perform any other covenant, condition, or agreement on its part under this FAA for a period of thirty (30) days after written notice is given to the Municipality by DNR, specifying the default and requesting that it be remedied, the SDWLP is provided remedies by law and this FAA. These remedies include, but are not limited to, the following rights:

- (1) Pursuant to s. 281.59(11)(b), Wis. Stats., DOA shall place on file a certified statement of all amounts due the SDWLP under this FAA. DOA may collect all amounts due the SDWLP by deducting those amounts from any State payments due the Municipality or adding a special charge to the amount of taxes apportioned to and levied upon the county in which the Municipality is located under s. 70.60, Wis. Stats.
- (2) The SDWLP may, without giving bond to the Municipality or anyone claiming under it, have a receiver appointed for the SDWLP's benefit of the Project and the Water

System and of the earnings, income, rents, issues, and profits thereof, with such powers as the court making such appointment shall confer. The Municipality hereby irrevocably consents to such appointment.

(3) In the case of a joint utility system, the SDWLP may bill the users of the Water system directly.

(4) The SDWLP may declare the principal amount of the Municipal Obligations immediately due and payable.

(5) The SDWLP may enforce any right or obligation under this FAA, including the right to seek specific performance or mandamus, whether such action is at law or in equity.

(6) The SDWLP may increase the interest rate set forth in Section 3.01 hereof to the market interest rate as defined in the Statute and Regulations.

Section 3.07. Security for the Municipal Obligations As security for the Municipal Obligations, the Municipality hereby pledges the full faith and credit of the Municipality and an irrepealable levy of ad valorem taxes (which is a dedicated source of revenue), and is in accordance with the terms of the Municipal Obligation Resolution.

Section 3.08. Effective Date and Term This FAA shall become effective upon its execution and delivery by the parties hereto, shall remain in full force and effect from such date, and shall expire on such date as the Municipal Obligations shall be discharged and satisfied in accordance with the provisions thereof.

Section 3.09. Other Amounts Payable The Municipality hereby expressly agrees to pay to the SDWLP:

(a) such Servicing Fee as the SDWLP may impose pursuant to s. 281.61(5)(b), Wis. Stats., which shall be payable in semiannual installments on each interest payment date; such a Servicing Fee shall be imposed upon the Municipality after approval of a future Biennial Finance Plan by the State of Wisconsin Building Commission which contains a Servicing Fee requirement, schedule, and amount; and

(b) the Municipality's allocable share of the Fees and Charges as such costs are incurred. Allocable share shall mean the proportionate share of the Fees and Charges based on the outstanding principal of the Loan.

Amounts paid by the Municipality pursuant to this Section 3.09 shall be deposited in the Equity Fund established pursuant to the Program Resolution.

ARTICLE IV CONSTRUCTION OF THE PROJECT

Section 4.01. Insurance The Municipality agrees to maintain property and liability insurance for the Water System and Project that is reasonable in amount and coverage and that is consistent with prudent municipal insurance practices for the term of this FAA. The Municipality agrees to provide written evidence of insurance coverage to the SDWLP upon request at any time during the term of this FAA.

In the event the Water System or Project is damaged or destroyed, the Municipality agrees to use the proceeds from its insurance coverage either to repay the Loan or to repair or replace the Water System.

Section 4.02. Construction of the Project The Municipality shall construct the Project, or cause it to be constructed, to Final Completion in accordance with the Application and the Plans and Specifications.

The Municipality shall proceed with the acquisition and construction of the Project in conformity with law and with all applicable requirements of governmental authorities having jurisdiction with respect thereto, subject to such modifications of Plans and Specifications that alter the cost of the Project, use of space, Project scope, or functional layout, as may be previously approved by DNR.

Section 4.03. Performance Bonds The Municipality shall provide, or cause to be provided, performance bonds assuring the performance of the work to be performed under all construction contracts entered into with respect to the Project. All performance bonds required hereunder shall be issued by independent surety companies authorized to transact business in the State.

Section 4.04. Completion of the Project

(a) The Municipality agrees that it shall undertake and complete the Project for the purposes and in the manner set forth in this FAA and in accordance with all federal, state, and local laws, ordinances, and regulations applicable thereto. The Municipality shall, with all practical dispatch and in a sound and economical manner, complete or cause to be completed the acquisition and construction of the Project and do all other acts necessary and possible to entitle it to receive User Fees with respect to the Project at the earliest practicable time. The Municipality shall obtain all necessary approvals from any and all governmental agencies prior to construction which are requisite to the Final Completion of the Project.

(b) The Municipality shall notify DNR of the Substantial Completion of the Project. The Municipality shall cause to be prepared as-built plans for the Project at or prior to completion thereof.

(c) The Municipality shall take and institute such proceedings as shall be necessary to cause and require all contractors and material suppliers to complete their contracts diligently and in accordance with the terms of the contracts including, without limitation, the correcting of defective work.

(d) Upon Final Completion of the Project in accordance with the Plans and Specifications, the Municipality shall:

- (1) certify to DNR its acceptance of the Project from its contractors, subject to claims against contractors and third parties;
- (2) complete and deliver to DNR the completed Utilization of Disadvantaged Business Enterprises (DBE) form attached hereto as Exhibit E of this FAA;
- (3) prepare and deliver to DNR the completed Federal Requirements Compliance Certification attached hereto as Exhibit C of this FAA; and
- (4) obtain all required permits and authorizations from appropriate authorities for operation and use of the Project.

Section 4.05. Payment of Additional Project Costs

(a) In the event of revised eligibility determinations, cost overruns, and amendments exceeding the Financial Assistance amount, the SDWLP may allocate additional financial assistance to the Project. The allocation of additional financial assistance may be in the form of a loan at less than the market interest rate, which is established pursuant to the Statute and Regulations. The allocation of additional financial assistance shall depend upon availability of funds pursuant to the Statute and the Regulations.

(b) In the event this Financial Assistance is not sufficient to pay the costs of the Project in full, the Municipality shall nonetheless complete the Project and pay that portion of the Project Costs as may be in excess of available Financial Assistance, and shall not be entitled to any reimbursement therefor from the SDWLP, or the owners of any bonds, except from the proceeds of additional financing which may be provided by the SDWLP pursuant to an amendment of this FAA or through a separate financial assistance agreement.

Section 4.06. No Warranty Regarding Condition, Suitability, or Cost of Project Neither the SDWLP, DOA, DNR, nor the Trustee makes any warranty, either express or implied, as to the Project or its condition, or that it shall be suitable for the Municipality's purposes or needs, or that the Financial Assistance shall be sufficient to pay the costs of the Project. Review or approval of engineering reports, facilities plans, the Plans and Specifications, or other documents, or the inspection of Project construction by DNR, does not relieve the Municipality of its responsibility to properly plan, design, build, and effectively operate and maintain the Project as required by laws, regulations, permits, and good management practices. DNR or its representatives are not responsible for increased costs resulting from defects in the Plans and Specifications or other Project documents. Nothing in this section prohibits a Municipality from requiring more assurances, guarantees, indemnity, or other contractual requirements from any party performing Project work.

ARTICLE V COVENANTS

Section 5.01. Application of Financial Assistance The Municipality shall apply the proceeds of the Financial Assistance solely to Project Costs.

Section 5.02. Operation and Maintenance

(a) After completion of the Project, the Municipality shall:

- (1) at all times operate the Project or otherwise cause the Project to be operated properly and in a sound and economical manner, including proper training of personnel;
- (2) maintain, preserve, and keep the Project or cause the Project to be maintained, preserved, and kept in good repair, working order, and condition; and
- (3) periodically make, or cause to be made, all necessary and proper repairs, replacements, and renewals so that at all times the operation of the Project may be properly conducted in a manner that is consistent with the Project performance standards contained in the Application and the requirements of the Water Diversion Permit (if any).

(b) So long as the Loan is outstanding, the Municipality shall not, without the approval of DNR, discontinue operation of, sell, or otherwise dispose of the Water System or Project, except for portions of the Water System sold or otherwise disposed of in the course of ordinary repair and replacement of parts.

Section 5.03. Compliance with Law At all times during construction of the Project and operation of the Water System, the Municipality shall comply with all applicable federal, state, and local laws, ordinances, rules, regulations, permits, and approvals, including, without limitation, the Statute, the Regulations, and the Water Diversion Permit (if any), and with this FAA.

Section 5.04. Public Ownership The Municipality shall at all times retain ownership of the Project and the Water System of which it is a part.

Section 5.05. Establishment of Project Accounts; Audits

(a) The Municipality shall maintain Project accounts in accordance with generally accepted accounting principles (GAAP), including standards relating to the reporting of infrastructure assets and directions issued by the SDWLP. Without any request the Municipality shall furnish to DOA as soon as available, and in any event within one hundred eighty (180) days after the close of each fiscal year, a copy of the audit report for such year and accompanying GAAP-based financial statements for such period, as examined and reported by independent certified public accountants of recognized standing selected by the Municipality and reasonably satisfactory to DOA, whose reports shall indicate that the accompanying financial statements have been prepared in conformity with GAAP and include standards relating to the reporting of infrastructure assets.

(b) The Municipality shall maintain a separate account that reflects the receipt and expenditure of all SDWLP funds for the Project. All Financial Assistance shall be credited promptly upon receipt thereof and shall be reimbursement for or expended only for Project Costs. The Municipality shall: permit any authorized representative of DNR or DOA, or agents thereof, the right to review or audit all records relating to the Project or the Financial Assistance; produce, or cause to be produced, all records relating to any work performed under the terms of this FAA for examination at such times as may be designated by any of them; permit extracts and copies of the Project records to be made by any of them; and fulfill information requests by any of them.

Section 5.06. Records The Municipality shall retain all files, books, documents, and records relating to construction of the Project for at least three years following the date of Final Completion of the Project, or for longer periods if necessary due to any appeal, dispute, or litigation. All other files and records relating to the Project shall be retained so long as this FAA remains in effect. As-built plans for the Project shall be retained for the useful life of the Project.

Section 5.07. Project Areas The Municipality shall permit representatives of DNR access to the Project and related records at all reasonable times, include provisions in all contracts permitting such access during construction and operation of the Water System, and allow extracts and copies of Project records to be made by DNR representatives.

Section 5.08. Engineering Inspection The Municipality shall provide competent and adequate inspection of all Project construction under the direction of a professional engineer licensed in the State. The Municipality shall direct such engineer to inspect work necessary for the construction of the Project and to determine whether such work has been performed in accordance with the Plans and Specifications. Any such work not in accordance with the Plans and Specifications shall be remedied unless such noncompliance is waived by DNR.

Section 5.09. Tax Covenants

(a) The Municipality covenants and agrees that it shall not take any action, or omit to take any action, which action or omission would result in the loss of the exclusion of the interest on any Municipal Obligations now or hereafter issued from gross income for purposes of federal income taxation as that status is governed by Section 103(a) of the Code or any successor provision.

(b) The Municipality shall not take any action, or omit to take any action, which action or omission would cause its Municipal Obligations to be "private activity bonds" within the meaning of Section 141(a) of the Code or any successor provision.

(c) The Municipality shall not directly or indirectly use, or permit the use of, any proceeds of the Bonds (or amounts replaced with such proceeds) or any other funds, or take any action, or omit to take any action, which use or action or omission would cause the Bonds to be "arbitrage bonds" within the meaning of Section 148(a) of the Code or any successor provision. The

Municipality hereby further covenants to ensure that all amounts actually received by such Municipality from the SDWLP are advanced within three Business Days to the entity submitting the invoice (or to reimburse the Municipality) to which each amount relates, and that all amounts actually received by such Municipality from the SDWLP shall not be invested in any interest-bearing account.

(d) The Municipality shall not use (directly or indirectly) the proceeds of the Bonds in any manner that would constitute an "advance refunding" within the meaning of Section 149(d)(2) of the Code or any successor provision. Without limiting the foregoing, any proceeds of the Bonds used to repay interim or other prior financing of Project Costs shall be applied within three (3) Business Days of receipt of the proceeds to the payment of principal of such financing.

Section 5.10. User Fee Covenant

(a) The Municipality hereby certifies that it has adopted and shall charge User Fees with respect to the Project in accordance with applicable laws and the Statute and in amounts such that revenues of the Municipality with respect to the Project shall be sufficient, together with other funds available to the Municipality for such purposes, to pay all costs of operating and maintaining the Project in accordance with this FAA.

(b) The Municipality covenants that it shall adopt, and adequately maintain for the design life of the Project, a system of User Fees with respect to the Project. The Municipality covenants that it shall, from time to time, revise and charge User Fees with respect to the Project such that the revenues and funds described in paragraph (a) shall be sufficient to pay the costs described in paragraph (a).

Section 5.11. Notice of Impaired System The Municipality shall promptly notify DNR and DOA in the case of: any material damage to or destruction of the Project or any part thereof; any actual or threatened proceedings for the purpose of taking or otherwise affecting by condemnation, eminent domain, or otherwise, all or a part of the Water System; or any action, suit, or proceeding at law or in equity, or by or before any governmental instrumentality or agency, or any other event which may impair the ability of the Municipality to construct the Project, operate the Water System, or set and collect User Fees as set forth in Section 5.10.

Section 5.12. Hold Harmless The Municipality shall save, keep harmless, and defend DNR and DOA, and all their officers, employees, and agents, against any and all liability, claims, and costs of whatever kind and nature for injury to or death of any person or persons and for loss or damage to any property occurring in connection with or in any way incident to or arising out of the construction, occupancy, use, service, operation, or performance of work in connection with the Project, the Water System, or acts or omissions of the Municipality's employees, agents, or representatives.

Section 5.13. Nondiscrimination Covenant

(a) In connection with the Project, the Municipality agrees to comply with fair employment practices pursuant to subchapter II of ch. 111, Wis. Stats. This provision shall include, but is not limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Municipality agrees to post in conspicuous places, available for employees and applicants for employment, notices setting forth the provision of the nondiscrimination clause.

(b) The Municipality shall incorporate the following provision into all Project contracts which have yet to be executed: "In connection with the performance of work under this contract, the contractor agrees not to discriminate against any employee or applicant because of age, race, religion, color, handicap, sex, physical condition, developmental disability, or national origin. The contractor

further agrees to comply with fair employment practices pursuant to subchapter II of ch. 111, Wis. Stats. This provision shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor further agrees to take affirmative action to ensure equal employment opportunities for persons with disabilities. The contractor agrees to post in conspicuous places, available for employees and applicants for employment, notices setting forth the provisions of the nondiscrimination clause."

Section 5.14. Employees The Municipality or its employees or agents are not employees or agents of the DNR or DOA for any purpose including worker's compensation.

Section 5.15. Adequate Funds The Municipality shall have sufficient funds available to repay the Municipal Obligations. The Municipality shall have sufficient funds available when construction of the Project is completed to ensure effective operation and maintenance of the Project for purposes constructed.

Section 5.16. Management The Municipality shall provide and maintain competent and adequate management, supervision, and inspection at the construction site to ensure that the completed work conforms to the Plans and Specifications. The Municipality shall furnish progress reports and such other information as DNR may require.

Section 5.17. Reimbursement Any disbursement of Financial Assistance to the Municipality in excess of the amount determined by final audit to be due the Municipality shall be reimbursed to DOA within 60 days after DNR or DOA provides a notice stating the amount of excess funds disbursed.

Section 5.18. Unpaid User Fees The Municipality shall, to the fullest extent permitted by law, take all actions necessary to certify any unpaid User Fees to the county treasurer in order that such unpaid User Fees shall be added as a special charge to the property tax bill of the user.

Section 5.19. Rebates

(a) The Municipality agrees to diligently pursue and collect any potential refunds, rebates, credits or settlements from Responsible Parties and authorizes the DNR and/or DOA to choose, at its option, to do so on its behalf.

(b) The Municipality agrees to notify the SDWLP and pay any refunds, rebates, credits, settlements from Responsible Parties, or other amounts received for Project Costs for which disbursement of funds has already been made by the SDWLP.

(c) The SDWLP shall not provide funding to relieve any Responsible Party of any obligation determined in a legal settlement related to the Project, the project site, or contamination of water that is a cause for taking up the Project.

Section 5.20. Maintenance of Legal Existence

(a) Except as provided in par. (b), the Municipality shall maintain its legal existence and shall not dissolve or otherwise dispose of all or substantially all of its assets and shall not consolidate with or merge into another legal entity.

(b) A Municipality may consolidate with or merge into any other legal entity, dissolve or otherwise dispose of all of its assets or substantially all of its assets, or transfer all or substantially all of its assets to another legal entity (and thereafter be released of all further obligation under this FAA and the Municipal Obligations) if:

- (1) the resulting, surviving, or transferee legal entity is a legal entity established and duly existing under the laws of Wisconsin;
- (2) such resulting, surviving, or transferee legal entity is eligible to receive financial assistance under the Statute;
- (3) such resulting, surviving, or transferee legal entity expressly assumes in writing all of the obligations of the Municipality contained in this FAA and the Municipal Obligations and any other documents the SDWLP deems reasonably necessary to protect its environmental and credit interests; and
- (4) the SDWLP consents in writing to such transaction, which consent may be withheld in the absolute discretion of the SDWLP.

Section 5.21. Wage Rate Requirements The Municipality represents that it shall comply with Section 1450(e) of the Act (42 USC 300j-9(e)), which requires that all laborers and mechanics employed by contractors and subcontractors funded directly by, or assisted in whole or in part with, funding under the Loan shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor (DOL) in accordance with subchapter IV of chapter 31 of title 40, United States Code.

Section 5.22. American Iron and Steel and Build America, Buy America The Municipality agrees to comply with all federal requirements applicable to the Project, including those imposed by the Infrastructure Investment and Jobs Act, which the Municipality understands requires that all iron and steel, manufactured products, and construction materials used in the Project are to be produced in the United States (Build America, Buy America requirements) unless the Municipality requested and obtained a waiver from the cognizant agency pertaining to the Project or the Project is otherwise covered by a general applicability waiver.

If the Municipality is exempt from Build America, Buy America requirements due to a waiver, the Municipality shall comply with the requirements for use of American Iron and Steel contained in Public Law 115-114 for products used in the Project that are made primarily of iron and/or steel. If the Municipality is not exempt from Build America, Buy America requirements, EPA views the American Iron and Steel requirements as meeting the iron and steel product requirements of Build America, Buy America Section 70914.

The Municipality agrees to comply with all record keeping and reporting requirements under all applicable legal authorities, including any reports required by the funding authority (such as EPA and/or the SDWLP), such as records regarding performance indicators of program deliverables, information on costs, and Project progress reports. The Municipality understands that: (i) each contract and subcontract related to the Project is subject to audit by appropriate federal and state entities, and (ii) failure to comply with the applicable legal requirements and this FAA may result in a default hereunder that results in: a repayment of the assistance agreement in advance of the maturity of the Bonds; termination and/or repayment of grants, cooperative agreements, or direct assistance; or other remedial actions.

Section 5.23. Federal Single Audit At the time of signing of this FAA, the funds awarded to the Municipality for this Project are considered to be subject to federal single audit requirements, but such consideration may change subsequent to this FAA if any changes are made to federal single audit requirements applicable to municipalities. To the extent applicable, the Municipality shall comply with the audit requirements of Title 2 U.S. Code of Federal Regulations Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Rewards (Uniform Guidance). For auditor's reference, the SDWLP Project falls under Catalog of Federal Domestic Assistance number 66.468. Without any request the Municipality shall furnish to DOA, at doaeif@wisconsin.gov as soon as available, and in any event within 30 days after completion, the Federal Single Audit. Notification must include acknowledgement of any SRF findings and/or resolution to prior year findings.

Section 5.24. Federal Equivalency Project The Municipality covenants that the Project shall comply with federal requirements applicable to activities supported with federal funds, a list of which is included as Exhibit G of this FAA.

ARTICLE VI MISCELLANEOUS

Section 6.01. Notices All notices, certificates, or other communications hereunder shall be sufficiently given, and shall be deemed given, when hand delivered or mailed by registered or certified mail, postage prepaid, return receipt requested to the addresses set forth below:

- (a) DEPARTMENT OF ADMINISTRATION
OFFICE OF CAPITAL FINANCE
SAFE DRINKING WATER LOAN PROGRAM
101 EAST WILSON STREET 10TH FLOOR
MADISON WI 53702-0004
OR
PO BOX 7864
MADISON WI 53707-7864
- (b) DEPARTMENT OF NATURAL RESOURCES
BUREAU OF COMMUNITY FINANCIAL ASSISTANCE
101 SOUTH WEBSTER STREET CF/2
MADISON WI 53702-0005
OR
PO BOX 7921
MADISON WI 53707-7921
- (c) US BANK CORP TRUST
MATTHEW HAMILTON EP-MN-WS3T
60 LIVINGSTON AVENUE
ST PAUL MN 55101-2292
- (d) VILLAGE OF PEWAUKEE
235 HICKORY STREET
PEWAUKEE WI 53072

Any of the foregoing parties may designate any further or different addresses to which subsequent notices, certificates, or other communications shall be sent, by notice in writing given to the others. Any notice herein shall be delivered simultaneously to DNR and DOA.

Section 6.02. Binding Effect This FAA shall be for the benefit of, and shall be binding upon, the SDWLP and the Municipality, and their respective successors and assigns.

Section 6.03. Severability In the event any provision of this FAA shall be held illegal, invalid, or unenforceable by any court of competent jurisdiction, such holding shall not invalidate, render unenforceable, or otherwise affect any other provision hereof.

Section 6.04. Amendments, Supplements, and Modifications This FAA may be amended, supplemented, or modified to provide for additional financial assistance for the Project by the SDWLP to the Municipality or for other purposes. All amendments, supplements, and modifications shall be in writing between the SDWLP by DNR and DOA acting under authority of the Statute and the Municipality.

Section 6.05. Execution in Counterparts This FAA may be executed in several counterparts, each of which shall be an original, and all of which shall constitute but one and the same instrument.

Section 6.06. Applicable Law This FAA shall be governed by and construed in accordance with the laws of the State, including the Statute.

Section 6.07. Benefit of Financial Assistance Agreement This FAA is executed, among other reasons, to induce the purchase of the Municipal Obligations. Accordingly, all duties, covenants, obligations, and agreements of the Municipality herein contained are hereby declared to be for the benefit of, and are enforceable by, the SDWLP, the Trustee, or their authorized agents.

Section 6.08. Further Assurances The Municipality shall, at the request of DNR and DOA, authorize, execute, acknowledge, and deliver such further resolutions, conveyances, transfers, assurances, financing statements, and other instruments as may be necessary or desirable for: better assuring, conveying, awarding, assigning, and confirming the rights, security interests, and agreements awarded or intended to be awarded by this FAA and relating to the Municipal Obligations.

Section 6.09. Assignment of Municipal Obligations The Municipality hereby agrees that the Municipal Obligations may be sold, transferred, pledged, or hypothecated to any third party without the consent of the Municipality.

Section 6.10. Covenant by Municipality as to Compliance with Program Resolution The Municipality covenants and agrees that it shall comply with the provisions of the Program Resolution with respect to the Municipality, and that the Trustee and the owners of the Bonds shall have the power and authority provided in the Program Resolution. The Municipality further agrees to aid in the furnishing to DNR, DOA, or the Trustee of opinions that may be required under the Program Resolution.

Section 6.11. Termination This FAA may be terminated in whole or in part pursuant to one or more of the following:

- (a) The SDWLP and the Municipality may enter into an agreement to terminate this FAA at any time. The termination agreement shall establish the effective date of termination of this FAA, the basis for settlement of termination costs, and the amount and date of payment of any sums due either party.
- (b) If the Municipality wishes to unilaterally terminate all or any part of the Project work for which Financial Assistance has been awarded, the Municipality shall promptly give written notice to DNR. If the SDWLP determines that there is a reasonable basis for the requested termination, the SDWLP may enter into a termination agreement, including provisions for FAA termination costs, effective with the date of cessation of the Project work by the Municipality. If the SDWLP determines that the Municipality has ceased work on the Project without reasonable basis, the SDWLP may unilaterally terminate Financial Assistance or rescind this FAA.

Section 6.12. Rescission The SDWLP may rescind this FAA prior to the first disbursement of any funds hereunder if it determines that:

- (a) there has been substantial non-performance of the Project work by the recipient without justification under the circumstances;
- (b) there is substantial evidence this FAA was obtained by fraud;
- (c) there is substantial evidence of gross abuse or corrupt practices in the administration of the Project;
- (d) the Municipality has failed to comply with the covenants contained in this FAA; or

(e) any of the representations of the Municipality contained in this FAA were false in any material respect.

IN WITNESS WHEREOF, the SDWLP and the Municipality have caused this FAA to be executed and delivered, as of the date and year first written above.

VILLAGE OF PEWAUKEE

By: _____
Jeff Knutson
Village President

Attest: _____
Jenna Peter
Village Clerk

STATE OF WISCONSIN
DEPARTMENT OF ADMINISTRATION

By: _____
Authorized Officer

STATE OF WISCONSIN
DEPARTMENT OF NATURAL RESOURCES

By: _____
Authorized Officer

EXHIBIT A
PROJECT BUDGET SHEET

VILLAGE OF PEWAUKEE
SDWLP Project No. 5250-08

	SDWLP Total Award Amount for this Project
Force Account	0
Interim Financing	0
Preliminary Engineering	46,300
Land or Easement Acquisition	0
Engineering/Construction Mgmt.	46,300
Construction/Equipment	917,310
Contingency	45,866
Miscellaneous Costs	8,000
SDWLP Closing Costs	12,300
TOTAL	\$1,076,076
Principal Forgiveness Amount (A)	\$538,038
Net SDWLP Loan Amount	\$538,038

A = Emerging Contaminants Principal Forgiveness is calculated and awarded up to 50% of the total SDWLP Emerging Contaminants Principal Forgiveness Eligible Costs for this Project in the amount of \$538,038.

Village of Pewaukee, Wisconsin**Exhibit B**

Project 5250-08 Safe Drinking Water Fund Program

Loan Closing Date:

August 27, 2025

<u>Payment Date</u>	<u>Principal Payment</u>	<u>Interest Rate</u>	<u>Interest Payment</u>	<u>Principal & Interest</u>	<u>Bond Year Debt Service</u>	<u>Calendar Year Debt Service</u>
1-Nov-25	0.00	2.475%	2,367.37	2,367.37	0.00	2,367.37
1-May-26	174,979.53	2.475%	6,658.22	181,637.75	184,005.12	0.00
1-Nov-26	0.00	2.475%	4,492.85	4,492.85	0.00	186,130.60
1-May-27	179,310.27	2.475%	4,492.85	183,803.12	188,295.97	0.00
1-Nov-27	0.00	2.475%	2,273.88	2,273.88	0.00	186,077.00
1-May-28	183,748.20	2.475%	2,273.88	186,022.08	188,295.96	186,022.08
Totals	538,038.00		22,559.05	560,597.05	560,597.05	560,597.05
Net Interest Rate				2.4750%		
Bond Years				911.4770		
Average Life				1.6941		

The above schedule assumes full disbursement of the loan on the loan closing date.

21-Jul-25 Wisconsin Department of Administration

Loan Payment Schedule Comments

Please review the preceding loan payment schedule. It shows the dates of your first interest and principal payments. The preceding loan payment schedule assumes you draw all the loan funds on the loan closing date. Borrowers often draw loan funds over time. Interest only accrues on the funds disbursed and only after the date of each disbursement.

You can view your payment schedule based on disbursements to date at <http://eif.doa.wi.gov/>. Select Loan Payment Schedule on the lower half of the page. You can also request loan payment information from doaeif@wisconsin.gov.

You can generate additional reports at <http://eif.doa.wi.gov/>.

Available Report

Auditor Verification Report

Information Provided

Information commonly requested by municipal auditors.
Available for completed calendar years.

Loan Account History

Loan disbursements, principal payments, and loan balance.

Loan Payment Schedule

Future principal and interest payments for disbursements.

Payment History

Past principal and interest payments.

Disbursement History

Past loan and grant disbursements.

Use the Output to Excel button at the bottom of the page to create your report in Microsoft Excel. Find details on generating reports at <http://eif.doa.wi.gov/siteDescr.htm>.

The Environmental Improvement Fund sends invoices semi-annually. You will receive an invoice approximately 45 days prior to the due date. If you have multiple loans, we will send a single invoice showing the payment amount for each loan.

May 1: principal and interest payments due

November 1: interest payments due

For more information about your payment schedule, please email doaeif@wisconsin.gov.
The first available staff will respond to your inquiry.

EXHIBIT C

FEDERAL REQUIREMENTS COMPLIANCE CERTIFICATION

[Prepare on Municipal Letterhead at Project Completion and Closeout]

The undersigned officials of the Village of Pewaukee (the "Municipality") hereby certify that, for all expenditures made for construction of DNR Project No. 5250-08 (the "Project"), the Municipality has met the prevailing wage rate requirements of the Davis-Bacon Act.

The Municipality further certifies that, after taking into account any national or project-specific waivers approved by the U.S. Environmental Protection Agency, DNR Project No. 5250-08 has met the requirements for Build America, Buy America of the Infrastructure Investment and Jobs Act, Public Law No. 117-58, §§ 70901-52, and the use of American Iron and Steel mandated under EPA's Drinking Water State Revolving Fund Program.

The above certification is determined, after due and diligent investigation, to be true and accurate to the best of my knowledge.

By: _____
[Name of Municipal Official or
Authorized Representative]
[Title]

Dated as of: _____

Attest: _____
[Name of Clerk or Secretary]
[Title]

Dated as of: _____

EXHIBIT D

OPERATING CONTRACTS

As of the date of this FAA, the Municipality does not have any contracts with private entities or other governmental units to operate its Water System.

EXHIBIT F

PROJECT MANAGER SUMMARY PAGE

VILLAGE OF PEWAUKEE
SDWLP Project No. 5250-08

1. **Project Description:** This Project consists of the installation of a temporary per-and poly-fluoroalkyl substances (PFAS) removal equipment at Well No. 6 in the Municipality. The removal equipment consists of an approximately 53-foot trailer mounted treatment facility located outside the Well No. 6 pumphouse that will house an anion exchange PFAS removal treatment system. The installation of the trailer will include necessary site grading, piping connections, and utilities.

If the Municipality receives any settlements from a Responsible Party for contamination remediation or cleanup related to the Project, the costs covered by the settlement shall not be funded with SDWLP financial assistance.

2. **Ineligible Costs:** No ineligible costs were identified during the review of this Project. If the DNR identifies ineligible costs as the Project progresses, the DNR will notify the Municipality.
3. **Other Funding Sources:** No additional funding sources were identified during the review of this Project.
4. **Miscellaneous Costs:** As shown in the Project Budget Sheet Summary (Exhibit A), SDWLP funding in the amount of \$8,000 is included in the Miscellaneous category for:
 - ◆ Annual Program Assistance - \$5,000
 - ◆ PFAS Verification Testing - \$3,000
5. **Contingency Allowance:** The Contingency allowance of \$45,866 is five percent of the amount of uncompleted construction work. The Municipality must obtain CME approval of change orders prior to requesting reimbursement.
6. **DBE Good Faith Effort:** No DBE's were identified during the review of this Project. The municipality and prime contractor made good faith efforts to solicit bids from DBE's.
7. **Green Project Reserve:** No GPR elements were identified during the review of this Project.
8. **Build America, Buy America:** This Project is subject to the Build America, Buy America requirements of Title IX of the Infrastructure Investment and Jobs Act, Public Law No. 117-58, §§ 70901-52. If this Project is exempt from Build America, Buy America requirements under a project specific or general applicability waiver, the Project is still subject to use of American Iron and Steel requirements of Section 1452 of the Act.
9. **Environmental Review:** The SDWLP has determined through an environmental assessment that the Project will result in a Categorical Exclusion (CE) , under §6.204 (a)(1) with requirements and recommendations. A construction site storm water permit may be required if the contiguous Project area exceeds one acre.
10. **Principal Forgiveness:** The Municipality is eligible to receive Emerging Contaminants Principal Forgiveness for this Project in an amount of up to 50% of the total Loan amount, as indicated on the State Fiscal Year 2025 SDWLP Funding List. The SDWLP awards \$538,038 in Emerging Contaminants Principal Forgiveness for the Project through this FAA. The SDWLP will process all disbursements at a rate of 50.0% Principal Forgiveness, up to the maximum of \$538,038.
11. **Federal Single Audit:** This Project is being financed with federal funds and is subject to the Federal Single Audit requirements referenced in Section 5.23 of this FAA. If the Municipality receives more

than \$1,000,000 of money that originates from any federal source in a calendar year, then it must commission a Federal Single Audit as part of its regular financial audit. The Catalog of Federal Domestic Assistance number is 66.468 for drinking water project disbursements funded with federal money.

EXHIBIT G

LIST OF FEDERAL LAWS AND AUTHORITIES

The Municipality acknowledges that the Project is designated as a Federal Equivalency project, which is subject to additional federal requirements listed below.

- Archaeological and Historic Preservation Act of 1974 (P.L. 93-291, as amended) 16 U.S.C. §469a-1
- Build America, Buy America Act (BABA), P.L. 117-58, §§ 70901-52
- Clean Air Act Conformity (P.L. 95-95, as amended) 42 U.S.C. §7506(c)
- Coastal Barriers Resources Act (P.L. 97-348) 16 U.S.C. §3501 et. seq.
- Coastal Zone Management Act (P.L. 92-583, as amended) 16 U.S.C. §1451 et. seq.
- Debarment and Suspension (Executive Order 12549)
- Demonstration Cities & Metropolitan Development Act (P.L. 89-754, as amended) 42 U.S.C. §3331 et. seq.
- Endangered Species Act (P.L. 93-205, as amended) 16 U.S.C. §1531 et. seq.
- Enhancing Public Awareness of SRF Assistance Agreements (EPA Office of Water Memo dated June 3, 2015)
- Environmental Justice (Executive Order 12898)
- Equal Employment Opportunity (Executive Order 11246)
- Farmland Protection Policy Act (P.L. 97-98) 7 U.S.C. §4201 et. seq.
- Federal Single Audit Act (2 CFR 200 Subpart F)
- Fish and Wildlife Coordination Act (P.L. 85-624, as amended) 16 U.S.C. §661
- Floodplain Management (Executive Order 11988, as amended)
- National Historic Preservation Act of 1966 (P.L. 89-665, as amended) 54 U.S.C. §300101 et. seq.
- NEPA-like Environmental Review (National Environmental Policy Act)
- Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment (2 CFR 200.216)
- Promoting the Use of Small, Minority, & Women-owned Businesses (Executive Orders 11625, 12138, & 12432)
- Protection and Enhancement of the Cultural Environment (Executive Order 11593)
- Protection of Wetlands (Executive Order 11990, as amended)
- Uniform Relocation Assistance and Real Property Acquisition Policies Act (P.L. 91-646, as amended)
- Wild & Scenic Rivers Act (P.L. 90-542, as amended) 16 U.S.C. §1271 et. seq.

EXHIBIT E

UTILIZATION OF DISADVANTAGED BUSINESS ENTERPRISES (DBE)

Notice: This form is authorized by ss. 281.58, 281.59, and 281.61, Wis. Stats. Submittal of a completed form to the DNR is mandatory prior to receiving a final disbursement. Dollar amounts listed on the form should only include amounts paid under the Financial Assistance Agreement. Information collected on this form will be used for administrative purposes and may be provided to requesters to the extent required by Wisconsin's Public Records Law [ss. 19.31–19.39, Wis. Stats.].

Municipality
Village of Pewaukee

Project Number
5250-08

Project Description
Temporary PFAS Treatment at Well #6 (EC)

Are any DBEs expected to be utilized on the project? If yes, list below. Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>				Enter at Project Closeout	
DBE Firm	Indicate DBE Type	Construction or Non-construction*	Contract Estimate (\$)	Actual Amount Paid to the DBE (\$)	Certifying Agency or List
SAMPLE: ABC Engineering, LLC.	X MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other	Non-construction	10,000	9,950	WisDOT
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* Construction costs include but are not limited to paving, excavation, HVAC, plumbing, electrical, carpentry, trucking, and equipment. Non-construction costs include but are not limited to professional services, engineering, land acquisition, and supplies.

I hereby certify that, to the best of my knowledge and belief, the information provided on this form is accurate and correct.

Signature of Municipal Representative		Date Signed
Name of Person Completing This Form	Email Address	Phone Number



To: Jeff Knutson, Village President
Trustees of the Village Board

From: Matt Heiser
Village Administrator

Date: August 1, 2025

Re: August 5, 2025 Village Board Agenda Item 7(a)
Review, discussion, and possible action to approve the written decision regarding JM 1405 LLC's (c/o Kevin Yonke) Petition Appealing the 2024 Village of Pewaukee Fire – EMS Fee Assessment for real property located at 205 Prospect Ave (Yonke & Son Funeral Home) and having Tax ID No PWV 0896069.

BACKGROUND

Attached for your review and consideration please find a draft of the written determination related to JM 1405 LLC's (c/o Kevin Yonke) appeal of the 2024 Fire & EMS Fee Assessment prepared by Village Attorney Matt Gralinski.

ACTION REQUESTED

The action requested of the Village Board is to review the draft of the determination prepared by Village Attorney Matt Gralinski and, if the Village Board believes it is consistent with the vote taken at the July 15, 2025 hearing, the Village Board should vote to approve the determination.

ANALYSIS

None.

Attachments:

1. Draft Written Decision Regarding JM 1405, LLC 2024 Fire and EMS Fee Appeal

**DECISION ON JM 1405, LLC'S PETITION APPEALING 2024 VILLAGE OF
PEWAUKEE FIRE – EMS FEE ASSESSMENT**

The Village Clerk of the Village of Pewaukee is in receipt of a Petition dated January 14, 2025, and a further request for hearing by the Village Board and waiving a recommendation from the Public Works and Safety Committee (together the “Petition”). The Petition was submitted pursuant to Village of Pewaukee Code Section 93.105 as an appeal of the 2024 Fire – EMS Fee assessed on real property located at 205 Prospect Avenue, Pewaukee, Wisconsin 53072, having Tax Key No. PWV0896069 (hereinafter the “Property”). Chapter 93 of the Municipal Code of the Village of Pewaukee is hereinafter referred to as “the Ordinance.”

Upon receipt of the Petition, a hearing was scheduled in accordance with Village of Pewaukee Code Section 93.105(e) for the Village Board to consider the Petitioner’s appeal of the 2024 Fire – EMS Fee assessed on the Property, which hearing commenced on June 3, 2025, after having been previously adjourned once as a courtesy by the Board on May 20, 2025.

At the June 3, 2025, hearing, Kevin Yonke, a representative of JM 1405, LLC, appeared and presented the position of the Petitioner, which comments included, in the pertinent part, the following:

1. The Petitioner understood the method of assessment and the Ordinance.
2. The building on the Property is divided between residential and commercial uses.
3. The commercial portion of the building has very limited use during the course of a year. Consumer preferences have shifted from a traditional funeral onsite at the Property to predominately off-site services. The Petitioner estimates the funeral home facility is used ten (10) times in one year for a funeral service.
4. The Property is assessed for real estate tax purposes at \$650,000.00 and that the total Fire and EMS Fee is \$2,195.00. For comparison purposes, Petitioner reviewed records for a property located at 1045 Hickory Street which is assessed at \$4,252,800.00 and pays a \$2,634.00 Fire and EMS fee. Petitioner argues that the comparison property is paying only a small amount more in fees than the Property, yet that comparison property presumably is a higher-traffic business than the Property.
5. The Petitioner also reviewed records for a property at 206 Oakton Avenue which has a tavern business below and an apartment above and stated that Property is only assessed \$878.00 in total Fire and EMS fees.
6. The Property has had two EMS calls in sixty-eight (68) years that the Petitioner can recall, and no fire calls that the Petitioner can recall.
7. The building is comprised of the funeral home, chapel and garage with a residential apartment above.

8. The Petitioner's position is the Property should be assessed 1 ESE for the commercial portion of the building and 1 ESE for the residential portion.
9. The appellant confirmed his written petition of January 14, 2025, should be entered into the record.

The Village Board then heard from Village Administrator Matt Heiser at the June 3, 2025, hearing, who provided the following information:

1. That the Village Administrator conducted an assessment and review pursuant to Section 93.105(d) of the Village Code and found no error in the determination of ESEs as to the parcel located at 205 Prospect Pewaukee, WI 53072.
2. The Property is zoned B-2 Downtown Business District. The Property was classified as "Commercial" as it is a property zoned B-2 Downtown Business District pursuant to Section 93.101(j) of the Municipal Code of the Village of Pewaukee. Pursuant to Code Section 93.104(a)(2), properties classified as Commercial are assigned 1.0 ESE per 3,350 square feet. Property records indicate the building square footage on the Property is 15,520 square feet in total. Utilizing that formula, 4.6 ESEs would be assigned to the Property. As the ordinance does not provide for fractional ESEs, the ESE amount is rounded up to 5 ESEs.
3. The total fee charged in 2024 was \$2,195.00, which was determined to be the correct amount charged for 5 ESEs in that assessment year.
4. The Ordinance as drafted does not differentiate between commercial space and residential space in a property defined as "commercial."

The evidence portion of this hearing having been concluded, the Village Board considered the evidence presented. The Board confirmed that the assessment of ESEs and the calculation of the fee amount therewith was done correctly under the terms of the Ordinance. The Board questioned whether the assessment and calculation was fair and reasonable, based on the evidence presented as to the actual use of the property, its volume, and the breakdown between commercial and residential. The Board determined that more information was needed from the Petitioner as to an exact breakdown, in square footage, of portions of the Property which are utilized for commercial and residential including detailed floor plans of each level of the building. The Board also desired a confirmation of the building's total square footage. Pending that additional information, a Motion was made by Trustee Grabowski, seconded by Trustee Rohde, to continue the hearing on July 15, 2025, with instructions that the Petitioner submit additional information. The Motion was adopted unanimously.

The continued hearing commenced on July 15, 2025. The Petitioner did not appear in person at the scheduled time, despite having been informed of the hearing date and time consistent with the requirements of the Ordinance. For purposes of completeness, the Board will note the Petitioner did appear later during the Regular Meeting of the Board, but after the conclusion of the continued hearing, deliberation, and decision of the Board on this appeal.

As to the continued hearing, Village staff did confirm that prior to the continued hearing, the Petitioner submitted additional documentation in support of their appeal, that being three (3) pages of hand sketched drawings appearing to show the approximate square footage of the building on the Property. The drawings apparently demonstrated 6,509 square feet of the building being used as the commercial space on the Property, with the balance used for residential. The 6,509 square feet was represented as the total square footage of the main level, less the garage used for the residence. The documentation did not include information as to the date or drafter.

Trustee Rohde then stated he had viewed the Property at the invitation of the Petitioner for purposes of confirming the actual use of the Property. Attorney Gralinski cautioned the Board on giving undue weight to information not presented by the Petitioner or direct evidence available to the entire Board.

The Board then heard from the Village Administrator, who stated that 6,509 square feet of commercial space would receive an allocation of 1.94 ESE, based on allocation provided for in the Ordinance of 1 ESE per 3,350 square feet of commercial space.

The evidentiary portion of the continued hearing being declared closed, the Board commenced its deliberation. The Board generally agreed that the calculation and assessment for the Property was in accordance with the terms of the Ordinance. The Board generally agreed the question became whether the calculation and assessment was fair and reasonable based on the evidence presented. The Board emphasized the rationale for the appeal procedure, to provide residents with unique or extenuating circumstances an opportunity to present evidence to the Board of those circumstances. The Board gave weight to the evidence presented of the Property's actual use being relatively low traffic on an annual basis, estimated to be only 10 total days out of the calendar year. The Board also gave weight to the breakdown between residential and commercial use in terms of square footage presented in the additional sketches submitted by the Petitioner. Based on that information, the Board generally agreed assessing the Property as a full commercial use property was not fair and reasonable as it did not accurately reflect actual use.

At the conclusion of deliberation and consideration of the evidence presented, a Motion was made by Trustee Rohde, seconded by Trustee Grabowski to grant the appeal contained in the Petition based on a finding that the actual low commercial usage of the Property and the actual allocation of the Property between residential and commercial use rendered the assessment of 5 ESEs unfair and unreasonable, and that the Property should instead be assessed 3 ESEs, 2 ESEs for the portion of the Property used for commercial purposes and 1 ESE for the residential unit in the Property. The Motion was adopted by the Board unanimously.

The appeal having been granted by action of the Village Board on July 15, 2025, the assessment of the 2024 Fire and EMS Fee on the Property is amended as provided for herein, and 3 ESEs shall be assessed to the Property for 2024 and from thereon. Pursuant to Village of Pewaukee Municipal Code Section 93.105(e), the Petitioner shall be refunded any amounts actually paid on the original assessment to accurately reflect an assessment of 3 ESEs for 2024 rather than 5 ESEs. Pursuant to Village of Pewaukee Municipal Code Section 93.105(e), the Village Board of the Village of Pewaukee hereby renders this written decision based on the evidence presented to the Village Board of the Village of Pewaukee during the hearing and continued hearing on the Petition. The

Village Clerk is hereby directed to provide a copy of the written decision to the Petitioner via U.S. mail.

Dated this 5th day of August, 2025.

VILLAGE OF PEWAUKEE:

VILLAGE OF PEWAUKEE:

By: _____
Jeff Knutson, President

By: _____
Jenna Peter, Clerk



PUBLIC WORKS DEPARTMENT
1000 Hickory Street
Pewaukee, WI 53072

Memo

To: Village Board Members

CC: Matt Heiser, Village Administrator

From: Dave Buechl, P.E., P.L.S., Director of Public Works/Village Engineer

Date: July 30, 2025

Re: Agenda Item 8(a) –Review, discussion and possible action to hire consultant to prepare Water Supply Service Area Plan per NR 854 to review future sources of drinking water for Village

Background:

The Village of Pewaukee has several drinking water related construction projects planned for the next five years. The projects are to provide water supply and to improve water quality through filtration. The drinking water rates charged as part of the water and sewer bills will need to be increased to pay for the projects. Some projects that are actively being planned and constructed include Well #3 Design and Bidding for painting and rehabilitation of 125,000 Gallon Steel Reservoir, Well #4 Hydrous Manganese Oxide (HMO) Treatment Building construction, Well #6 PFAS Study, Well #7 Design and Bidding Services in order to replace Well #2, continued relay of water mains in public streets, and other projects. The Village is under a consent order and being required by the Wisconsin Department of Natural Resources (WDNR) to install the HMO Treatment building at Well #4 by December 1, 2027. The Village is under another consent order to discontinue use of a packer at Well #2, and to complete plans and specifications for final Well #7 by June 30, 2026, and construct the new Well #7 buildings by December 31, 2028. These projects will cost over \$15,000,000.00.

The City of Pewaukee is also facing similar issues locating and treating drinking water, and forecasting of high future costs. The Village was contacted by the City of Pewaukee to consider jointly studying other sources of drinking water. Before substantial investment in infrastructure that may have 60-year to 80-year design life, the Village should review the long-term plan for the service area and water supply options. The Village received the attached proposal from Strand Associates, Inc. which may be on an upcoming agenda for Village Board approval.

Recommendation:

The Village desires to make wise investments now that will align with an overall strategic plan for the Water Utility over the design life of its assets. The WDNR has established a framework for such evaluations under natural resources code NR 854 for Water Supply Service Area Plans. Because the Village service population is less than 10,000, the Village is not required to follow NR 854 unless a conversion to Great Lakes Water supply is ultimately recommended. The City of Pewaukee is faced with very similar challenges and is conducting its own NR 854 study, considering remaining on existing wells versus switching to Great Lakes water via Waukesha. The City expects to finish its study by the end of 2025. Should the City pursue Great Lakes water, the Village will be faced with a decision to remain on groundwater or to pursue Great Lakes water on a parallel track with the City.

Therefore, the Village will benefit from conducting a similar study now primarily related to its own capital improvement decisions but should also be prepared to make confident decisions if prompted by the City's actions. Conducting the study in alignment with NR 854 will have the added benefit of helping to comply with WDNR regulations if a switch to Great Lakes water were to be pursued. I recommend that the Village approve the contract with Strand Associates, Inc. of Milwaukee, Wisconsin to complete the Water Supply Service Area Plan for \$55,000 and the On-Call Services at Village's Direction for \$20,000.

Analysis:

This engineering consultant is performing the City of Pewaukee's Water Supply Service area plan so utilizing the same consultant may help with providing an aligned approach.



Strand Associates, Inc.®
126 North Jefferson Street, Suite 350
Milwaukee, WI 53202
(P) 414.271.0771
www.strand.com

July 30, 2025

Mr. Matt Heiser
Village Administrator
Village of Pewaukee
235 Hickory Street
Pewaukee, WI 53072

Re: Request for Proposal – Water Supply Service Area Plan

Dear Mr. Heiser:

On behalf of Strand Associates, Inc.®, thank you for the opportunity to submit our letter proposal for the Village of Pewaukee Water Supply Service Area Plan. Below is our *Project Understanding, Approach, Team, Fee, Schedule, and Firm Profile*.

Project Understanding

The Village of Pewaukee is facing a capital improvement plan valued at \$22 million over approximately the next 5 years to address ongoing water quality issues with its existing well sources. Well Nos. 2 and 4 are currently under a consent order from the Wisconsin Department of Natural Resources (WDNR) to comply with radionuclide (RAD) maximum contaminant levels (MCL). Well No. 6 currently has temporary treatment to address PFAS. The Village is planning to drill a new deep aquifer well to address these issues.

Before substantial investment in infrastructure that may have a 60- to 80-year design life (or longer for water mains) is made, the Village wants to review the long-term plan for the service area and water supply options. The Village desires to make wise investments now that will align with an overall strategic plan for the Water Utility over the design life of its assets.

The WDNR has established a framework for such evaluations under natural resources code NR854 for Water Supply Service Area Plans. Because the service population is less than 10,000, the Village is not required to follow NR854 unless a conversion to Great Lakes water supply is ultimately recommended. The City of Pewaukee is faced with very similar challenges and is conducting its own NR854 study, considering remaining on existing wells versus switching to Great Lakes water via Waukesha. The City expects to finish its study by the end of 2025. Should the City pursue Great Lakes water, the Village will be faced with a decision to remain on groundwater or to pursue Great Lakes water on a parallel track with the City.

Therefore, the Village will benefit from conducting a similar study now primarily related to its own capital improvement decisions but should also be prepared to make confident decisions if prompted by the City's actions. Conducting the study in alignment with NR854 will have the added benefit of helping to comply with WDNR regulations if a switch to Great Lakes water were to be pursued.

The WDNR indicates that key elements to include in the plan are:

- Information about existing water sources, population projections, and future water demands.

Mr. Matt Heiser
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- Inventory of the sources and quantities of current water supplies in the area.
- Identification of water supply options.
- Delineation of the water supply service area.
- An assessment of environmental impacts of carrying out any significant recommendations of the plan.
- Analysis of how the water supply service area plan aligns with existing comprehensive and wastewater facility plans.
- An opportunity for the public to provide comments on the proposed water supply service area plan.
- An analysis of the cost effectiveness of regional and individual water supply and water conservation alternatives (for Great Lakes basin withdrawals).

Project Approach and Scope of Service Categories

Below is a summary of the scope categories required by NR 854 and our approach to each. The approach to some scope categories could have a broad range in the level of effort required. Key points for consideration are listed for further discussion before finalizing the scope of services. It is important to note that the intent behind these scope items is to aid the Village in understanding the options and making decisions; should purchasing water from the City be pursued, additional study will likely be required by the WDNR and the City.

1) Develop Planning Period

Develop a Water Supply Service Area Plan that addresses the current, 10, 20, and full build-out plan years.

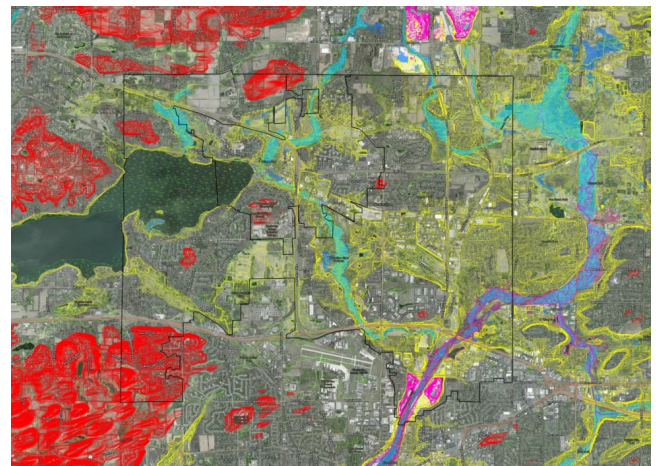
2) Develop Water Service Area

Develop service area boundaries for the analysis that includes the Village of Pewaukee. No adjacent services areas are expected beyond the current municipal boundary.

3) Review Existing Documentation Related to Service Area and Demand Projections

Documents that will be reviewed and incorporated for the plan include:

- *2022 Water System Master Plan prepared by Rukert & Mielke, Inc.*
- *Regional Water Supply Plan prepared by the Southeastern Wisconsin Regional Planning Commission (SEWRPC) [as appropriate]*
- Existing water use records
- Other related documents [as appropriate]



Example topographic analysis of regional water supply service elevations.

4) Project Historic Demands and Water Use

Document the last 10 years of water use information available for the planning area.

Incorporate demand projections from the *2022 Water System Master Plan* and update as needed for the 10- and 20-year plan periods. Develop demand projections for the full build-out plan year using land use-based projections. Land use-based projections will consider land use type, buildable area, and unit projections of

Mr. Matt Heiser
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gallons per acre per day (gpad). The gpad unit demands will be developed for residential, commercial, and industrial use and will consider both typical planning values and service area specific values based on available historic water sales values.

Population projections for the service area will be based on existing planning documents that identify population growth. Where appropriate, zoning codes may be reviewed for dwelling unit density for specific development areas.

Consider the impacts of water conservation measures on the plan year demands and present a conservation demand projection for each plan year. NR852 identifies a general target of 10 percent water use reduction, which will be used for this effort.

5) Inventory of Existing Sources of Supply and Facilities and Review of Existing Deficiencies

The Village facility inventory will be based on the inventory and condition assessment conducted in the *2022 Water System Master Plan*. Updated information will be provided by the City to account for any changes in the last 2 years; however, the sites will not be re-evaluated by the project team.

Review the Village's existing capital improvement plan and update, as appropriate, with the Village's input.

6) Prepared Capacity Analysis

Review overall operational strategies related to supply redundancy (facility by facility; well by well; pump by pump), supply capacity (18 hours per day well reliability operation), storage (groundwater reservoirs versus elevated storage), and backup power considerations. After identifying the Village's operational objectives and strategies, proceed with a capacity analysis.

Conduct a capacity evaluation based on typical well operation compared to both average-day and maximum-day demands. Review the ability of storage facilities to address peak hourly and emergency demands.

7) Review Source Water Supply Options

Review the following water supply options for the service area:

a. Continue to employ a combination of shallow and deep aquifer wells

Generate one strategy that involves a combination of using/upgrading existing facilities, abandoning facilities, or drilling new well facilities. Describe the possible water quality, capacity, and long-term source viability related to the following issues.

- i. Shallow aquifer wells
 1. Influence of PFAS
 2. Environmental impacts to wetlands, flora, and fauna
- ii. Deep aquifer wells
 1. Long-term viability due to regional drawdown or recovery
 2. Impacts of contaminants, such as RADs and heavy metals
- iii. Compile a list of facility improvements and the need for new well facilities based on Village-reported remaining useful life and improvement needs.
- iv. Review existing reports and studies related to the shallow and deep aquifers in the region. Summarize the long-term viability of the shallow and deep aquifers in the region related to both capacity and quality. Existing reports to be reviewed and summarized include:

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1. *“The Waukesha Fault and Its Relationship to the Michigan Basin: A Literature Compilation, by UW-Extension, 2005.”*
 2. *“Report on the Task 1 Geologic Reconnaissance Investigation for the Municipal Well Siting Study for Sanitary District No. 3, Town of Pewaukee, Wisconsin, by John Jansen, P.G., and Ph.D., 1995.”*
 3. Waukesha Water Utility’s diversion application.
 4. SEWRPC *Regional Water Supply Plan*.
 5. USGS information related to monitoring well in Waukesha.
- b. Switch to Lake Michigan water supply from the City of Pewaukee
- i. Participate in two meetings with the Village and the City of Pewaukee to discuss potential points of connection, water purchase options, potential approval process or connection fee considerations.
 - ii. Consider the water supply pumping, storage, and transmission facilities to interconnect to the City of Pewaukee’s Water Utility.
 - iii. Review wastewater discharge requirements and capabilities to return flow to the Great Lakes Basin.
- c. Develop new water supplier arrangements

Discuss general considerations related to continuing as an independent water utility, purchasing water wholesale from the City, or becoming a retail customer of the City.

8) Analyze Water Supply Plan Alternatives

Develop up to three water supply service area plan alternatives. The alternatives are expected to be:

1. Continuing to operate an independent groundwater system.
2. Purchasing Great Lakes water wholesale from the City.
3. Becoming a retail customer of the City supplied by Great Lakes water.

Review the performance of each of the alternatives in the Village’s existing computerized hydraulic water system model. Report anticipated service pressures and fire flow availability and identify system improvements for each alternative.

Develop a scoring matrix to evaluate non-monetary pros and cons of each alternative. The scoring matrix may have up to 10 categories, such as environmental impacts, long-term source supply viability, policy implications, etc.

Develop a budgetary-level opinion of probable cost and life-cycle costs for each of the three alternatives and conduct a cost-benefit analysis comparing alternatives.

9) Review Potential Environmental Impacts

Summarize existing environmental assessments related to the potential impacts to local flora and fauna, wetlands, surface water bodies, floodplains, or other environmentally sensitive areas associated with each of the three alternatives.

10) Analyze Consistency with Other Plans

Summarize the consistency of the plan’s alternatives with other plans, including comprehensive land use plans, sewer service area plans, and SEWRPC *Regional Water Supply Plans*, as appropriate.

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11) Assist with Public Participation, as Needed

Present at one Village Board meeting. Should the Village wish to conduct public information meetings or a Public Hearing, those services can be provided under Task 15.

12) Prepare a draft report summarizing the methodologies, documentation, and findings of the study. Incorporate Village comments as appropriate and produce a final report. The report shall include an executive summary, conclusions, and procedures for implementing and updating the plan.

13) Conduct Meetings and Coordination

Conduct a project kickoff meeting and up to three (3) progress meetings.

Lead the communication of technical information requests with the City.

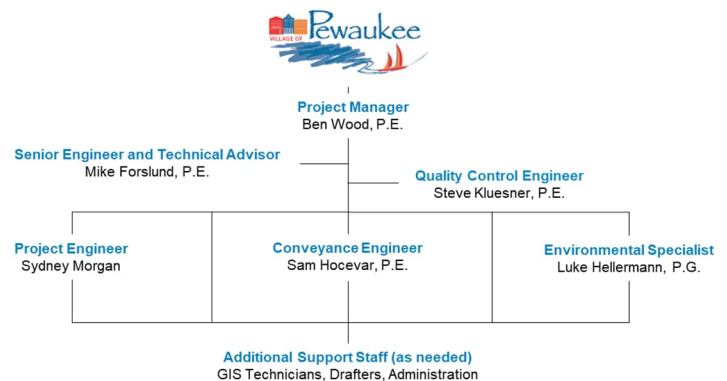
Conduct up to two joint meetings between the Village and the WDNR.

14) Prepare two hard copies and one electronic PDF copy of the final plan and provide to the Village.

15) Provide up to 100 hours of additional on-call services to be used at the Village's direction. Such tasks could include additional agency communication, meetings, facility condition reviews, additional water modeling tasks, assistance in WDNR consent order discussions, or others.

Project Team

This project team was hand-selected to provide the Village with a fresh perspective on its long-term water supply strategy. Ben Wood will be the Project Manager, responsible for providing overall direction to the project team and leading communication with the Village. Ben has been involved in several water supply planning projects in Wisconsin, Illinois, West Virginia, and Ohio, including several water supply alternative analysis studies. Ben and the Village will be supported by experts in water supply and water supply alternatives analysis from our firm. The team is also comprised of engineers familiar with the Village to proficiently deliver these services.



The following is a brief description of each team member's expertise.

Project Manager

Ben W. Wood, P.E., Senior Associate, will serve as the Project Manager and be responsible for management, administration, and day-to-day technical progress of this project. In this capacity, Ben will be responsible for overall communication and progress. Ben has served in our Milwaukee office in both our Water Supply and Municipal Departments since graduating from UW-Platteville in 2006. He is recognized throughout our firm as an expert resource for water system modeling and planning, asset management, and water supply design and quality control.



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Ben understands the importance of communication throughout the project. He has a proven record of responsiveness as the Project Manager for on-call services to both the Oak Creek and East Troy Water Utilities. He also serves as the Village Engineer for Lannon and Bristol where he is responsible for advising Village officials in a highly responsive manner. This allows Ben to walk in step with the multifaceted needs of his clients and to help develop holistic solutions.

Ben is active in the Wisconsin Section of the American Water Works Association (WIAWWA) where he was honored as the *2009 Young Professional of the Year* and received the *2015 Wisconsin Water for the World Volunteer Award* for designing and building water systems in rural developing nations. He was also recognized by the American Council of Engineering Companies (ACEC) as one of five *National Young Professional of the Year* recipients in 2019. Ben served as the Program Manager for the *Village of Lannon Water System Expansion Program* that expanded municipal water service to more than 70 percent of the village in response to E. coli bacteria present in private wells, including the one serving the elementary school. The dynamic and innovative approach to agency coordination, public engagement, funding, and project implementation garnered recognition as an *American Public Works Association (APWA) Wisconsin Chapter Project of the Year, 2024*, and as an *APWA National Project of the Year, 2024*.

Senior Engineer and Technical Advisor

Michael J. Forslund, P.E., Senior Associate, will serve as Senior Engineer and Technical Advisor, reviewing internal work plans and strategies to see that the overall project deliverables meet the Village's overall goals. Mike is a registered professional engineer in Wisconsin and Illinois and has focused on water supply and treatment projects since joining our firm 25 years ago. His project management experience includes extensive water system evaluations and models, water treatment facility design, and water storage facility design and observation. Mike has been involved with many similar water system planning projects across the upper Midwest, including water system planning and modeling for Belvidere, Lindenhurst, Grayslake, and Winnebago, Illinois, to name a few. Mike is currently the Project Manager for the East Moline, Illinois, *Water System Management Plan* that includes facility condition assessments, demand projections and capacity analysis, asset management plan, and operational review. The outcome identified \$160M of required improvements with an alternative capital improvement plan with \$105M of improvements.



Quality Control Engineer

Steven B. Kluesner, P.E., Senior Associate, will serve as Quality Control Engineer and will review all components of the study for technical soundness and consistency. Steve has more than 26 years of experience in water supply engineering and currently serves as the Water Supply Discipline Coordinator in our Madison and Milwaukee offices. Steve has expertise in water supply planning, storage, pumping, transmission, and treatment projects. Steve's experience with these types of projects will be an asset to the project team, and he will be involved with the project from start to finish, providing technical advice and input, as necessary.



Project Engineer

Sydney R. Morgan, E.I.T., joined our firm in June 2023 after completing her master's in environmental engineering at UW-Milwaukee. She has gained valuable experience in water distribution modeling and master planning; design of WTP upgrades, pump stations, and new WTPs; and development of capital improvement plans for drinking water facilities. Sydney is an excellent writer and communicator and has assisted in multiple planning efforts spanning communities in Wisconsin, Illinois, Iowa, and West Virginia.



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Conveyance Engineer

Samuel K. Hocevar, P.E., has been with our firm for 9 years after earning both his master's and bachelor's degrees in Civil/Environmental Engineering from the University of Wisconsin–Madison. In addition to significant experience in wastewater treatment design and conveyance system evaluations, he has been involved in several planning, design, and construction projects in Wisconsin, Illinois, Iowa, and West Virginia. Sam also provides a link from our services to the Waukesha Wastewater Return Flow Pumping Station design related to its Great Lakes Compact requirements.



Environmental Specialist

Luke T. Hellermann, P.G., is a Professional Geologist with 35 years of experience in environmental investigation and documentation. Luke will be involved in the review of available documentation related to the shallow and deep aquifers as well as the required environmental impacts of the developed alternatives. Luke has completed National Environmental Policy Act documentation for WisDOT projects of all types, ranging from the Programmatic Categorical Exclusion to Environmental Impact Statement documents. He has completed the impact analysis related to effects to historic properties (Section 106 process), Section 4(f) and Section 6(f) coordination, primary environmental effects, noise and air impacts, and hazardous materials impacts, as well as effects to the natural environment. Luke recently completed the environmental documents required by the United States Department of Agriculture Rural Development program related to water supply projects for both Bristol and Lannon.



Project Schedule

Based on anticipated Board action in late August, the table below outlines an approximate schedule for completion of this project. Note that we are available to begin sooner if authorized by the Village.

Service Description	Anticipated Date
Agreement and Notice to Proceed	September 1, 2025
Progress Meeting No. 1 (Define alternatives and verify inputs)	September 22, 2025
Progress Meeting No. 2 (Review initial findings of alternatives analysis)	November 18, 2025
Village Board Presentation (Present findings of alternatives analysis)	December 9, 2025
Progress Meeting No. 3 (Review Draft Report)	January 30, 2026
Final Report	February 28, 2026
Continued On-Call Services as Related to Plan Outcomes	Throughout 2026

Project Fee

The following is the proposed level of effort and corresponding fee to complete these services.

Task Category	Hours	Fee
Water Supply Service Area Plan	310	\$55,000
On-Call Services at Village's Direction	100	\$20,000

Firm Profile

We are excited about the opportunity to work with the Village of Pewaukee. We have been providing exceptional civil and environmental engineering services to clients since 1946. We attribute our organizational strength to our talented engineers, effective management, and, most of all, commitment to nurturing long-term client relationships.

“**Dedicated** to Helping
our Clients **Succeed** Through
Excellence in Engineering”

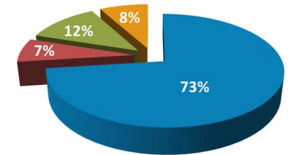
Mr. Matt Heiser
 Village of Pewaukee
 Page 8
 July 30, 2025

Reliable Consulting Service Has Cultivated Long-Standing Client Relationships

Clients rely on us as a partner in addressing their engineering needs. We have developed and continue to maintain long-standing affiliations, many extending into several decades of service. Our service is flexible and tailored to the unique needs of each client. For some, we serve as appointed engineers and are active committee members; for others, we serve as specialty consultants to their in-house staff on an as-needed basis. We understand the value clients place on *consistency* of personnel and *continuity* in project development. Accordingly, we expend every effort to make sure that the team initially chosen is involved with a project from beginning to end.

Dedicated, Results Oriented Staff Yields High Level of Service to Clients

Clients find reassurance in the fact that each of our engineers is supported by the expertise of a multidisciplinary engineering firm. This approach enables use of all our resources while maintaining the personal involvement associated with a single point of contact – an individual trained to assist through plan development, design, and implementation.



- Professional Engineers/Specialists
- Other Professionals
- Technical Support
- Administrative Support

Our expert staff of more than 500 embody the academic backgrounds and experience of all disciplines normally necessary to complete a project successfully. More than 60 colleges and universities are represented on our staff. Our engineers average more than 11 years of experience, and the majority are licensed or have advanced degrees. We are managed by our active engineering staff.

National Leader in Water Resources Engineering

We consistently receive local and national awards in water supply and water resources engineering. We offer a full range of water supply expertise, including Administration, Sustainability, Treatment, Distribution, Planning, Water Mains, Storage Facilities, Pumping Facilities, Operation and Maintenance, Source Water, and Construction services.

Our designs have gained local and national acclaim, and we are consistently included in *Engineering News-Record's* (ENR) lists of top design firms. Our current rankings are Midwest Top Design Firms – 17; National Top 500 Design Firms – 177. We have received distinctions and client praise for our ability to coordinate and facilitate challenging projects that solve problems and create opportunities for multiple stakeholders.

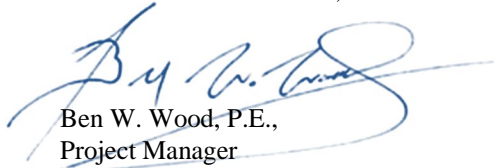
RANKED
4th
IN
WISCONSIN
TOP DESIGN FIRM
by Engineering News-Record Midwest **2024**


We look forward to further discussing this project with the Village. This proposal is not an agreement. We will prepare an agreement after receiving Village input.

If there are any questions regarding this proposal, please feel free to call.

Sincerely,

STRAND ASSOCIATES, INC.®


 Ben W. Wood, P.E.,
 Project Manager


 Sydney R. Morgan, E.I.T.,
 Lead Project Designer

P250.709/BWW:ksn



PUBLIC WORKS DEPARTMENT
1000 Hickory Street
Pewaukee, WI 53072

To: Village Board Members
CC: Matt Heiser, Village Administrator
From: David Buechl, P.E., P.L.S., Director of Public Works/Village Engineer
Date: July 24, 2025
Re: Agenda item 8(b). Discussion and possible action on proposal for Well 7 Design and Bidding Services
Proposal for Engineering Services

BACKGROUND

The Village needs to drill a new production Well No. 7 that will replace the Village's Well No. 2 and provide additional capacity to the Village's water system. Well No. 2 contains elevated levels of gross alpha particles that exceed the Wisconsin Department of Natural Resources (WDNR) Maximum Contaminant Level (MCL) requirements. To reduce gross alpha levels, an inflatable packer was installed in a section of Well No. 2 to block off the gross alpha producing zone. The WDNR will no longer allow the packer to remain in the well as a permanent solution even though the packer is currently functioning to block out the contaminant and the Village is meeting the drinking water standards at Well 2. A Consent Order from the WDNR dated August 6, 2024 identifies a required corrective action to remove the packer no later than December 31, 2028. With the removal of the packer, Well No. 2 will no longer be in compliance for gross alpha and will need to be abandoned. The Consent Order identifies that Well No. 7 be constructed by March 31, 2027.

Proposed well no. 7 will be located on a Village-owned parcel north of Cecelia Drive and west of Westfield Way. The WDNR approved the Well no. 7 Well Site Investigation Report. This project will require the preparation of a submittal package to the WDNR for approval on the design of Well No. 7 and a Construction Authorization for Type III Water Facilities submittal package to the Public Service Commission (PSC) for review and approval.

The overall timeline to locate and construct a new well Well #7 to replace Well #2 is listed below:

March 31, 2025: Complete well site investigation report and plans and specifications for test well
June 30, 2026: Complete plans and specifications for final well
March 31, 2027: Complete construction of final well
September 30, 2027: Submit complete plans and specifications for the well house, discharge piping, and remaining components of the corrective action.
December 31, 2028: Complete construction and installation of all required corrective actions.
December 31, 2028: Remove temporary inflatable packer at Well 2.
December 31, 2029: Return to compliance with the gross alpha particle activity Maximum Contaminant Level.

Ruekert/Mielke has submitted a proposal for engineering services to provide a new sandstone production Well No. 7. The services will provide well 7 design, bidding, and a wellhead protection plan.

ACTION REQUESTED

The action requested of the Village Board is to review and consider approval of the Well No. 7 design and bidding services proposal for Engineering Services from Ruekert & Mielke, Inc., of Pewaukee, Wisconsin for the time and materials estimated amount of \$65,421.00.

ANALYSIS

This scope includes design and bidding of the well no. 7. After bidding, a contract will be signed with a contractor to drill the well. After the well is drilled and tested, a well house building will need to be designed, bid, and constructed. Depending on the quality of the ground water, a HMO treatment building may also be needed. A water tower or reservoir will also need to be designed, bid and constructed to store drinking water to replace the reservoir at Well No. 2.

The scope of services is listed in the attached proposal. The scope has been reviewed and appears to be reasonable to accomplish the design and bidding of the well.

I recommend the Village Board approve the attached Well 7 – Design and Bidding services engineering services proposal dated July 10, 2025 from Ruekert & Mielke, Inc., of Pewaukee, Wisconsin, for the time and materials estimated amount of \$65,421.00. Ruekert & Mielke, Inc. has successfully completed other well drilling, water study, HMO Treatment, and pilot study projects for the Village.

Attachments

July 10, 2025

Mr. David Buechl, P.E., P.L.S.
Director of Public Works/Engineer
Village of Pewaukee
1000 Hickory Street
Pewaukee, WI 53072

Re: Well No. 7 – Design and Bidding Services

Dear Mr. Buechl:

Thank you for the opportunity to present this proposal for professional services to provide a new sandstone production Well No. 7. The Village needs to construct new production Well No. 7 that will replace the Village's Well No. 2 and provide additional capacity to the Village's water system. Well No. 2 contains elevated levels of gross alpha particles that exceed the Wisconsin Department of Natural Resources (WDNR) Maximum Contaminant Level (MCL) requirements. To reduce gross alpha levels, an inflatable packer was installed in a section of the well to block off the gross alpha producing zone. The WDNR will no longer allow the packer to remain in the well as a permanent solution. A Consent Order from the WDNR dated May 29, 2024, identifies a corrective action to remove the packer no later than December 31, 2028. With the removal of the packer, Well No. 2 will no longer be in compliance for gross alpha and will need to be abandoned. The Consent Order also identifies that Well No. 7 be constructed by March 31, 2027.

Proposed Well No. 7 will be located on a Village-owned parcel north of Ceceila Drive and west of Westfield Way. Based on existing hydrogeological data, and information from nearby Well Nos. 2 and 3, it is expected that the water producing Ordovician and Cambrian-age sandstone aquifer is present in this area from a depth of 600 to 1,100 feet with an anticipated yield of 500 gallons per minute.

The Village has previously coordinated with regulatory agencies for this project. The Wisconsin Department of Natural Resources (WDNR) approved the Well No. 7 Well Site Investigation Report. This project will require the preparation of a submittal package to the DNR for approval on the design of Well No. 7 and a Construction Authorization for Type III Water Facilities submittal package to the Public Service Commission (PSC) for review and approval.

Scope of Services:

Well 7 Design, Bidding, and Wellhead Protection Plan

1. Meet with Village staff to discuss design requirements and approach, project schedule, and coordination.
2. Conduct site survey to verify topography, existing utilities, property corners, and well location.
3. Conduct PSC preapplication meeting to discuss appropriate permitting pathways and secure agency buy-in up front.
4. Conduct desktop review of archeological, historical, threatened and endangered species, potential contamination, and environmental reviews of project site.
5. Set up project plan sheets in CAD.
6. Coordinate with hydrogeology subconsultant for assistance with well design, development, and testing.

7. Design new deep well.
8. Perform design and drafting of site plan components.
9. Perform drafting of new deep well components.
10. Write technical specifications for deep well design, development, and testing.
11. Conduct review meeting with Village staff at 90% completion of deep well design.
12. Incorporate Village's review comments at 90% completion of deep well design.
13. Develop Engineer's Opinion of Probable Construction Cost for of deep well.
14. Write design report and fill out submittal forms for WDNR review for deep well design.
15. Address WDNR review comments and achieve approval for deep well design.
16. Prepare PSC Construction Authorization for Type III water facilities and environmental study report.
17. Address one round of PSC Construction Authorization review comments.
18. Write front end of project manual including contract forms, insurance, and bidding requirements.
Project manual will be in format of Engineer's Joint Contract Documents Committee.
19. Conduct QA/QC of plans and specifications.
20. Make final design changes.
21. Assemble drawings and specifications for public bidding and upload to Quest.
22. Answer bidder questions.
23. Issue needed addenda.
24. Attend bid opening.
25. Review bids for accuracy.
26. Write Letter of Recommendation and Notice of Award.

Items Excluded:

1. Construction review and administration.
2. NR 216 permitting.
3. Site visits to perform: archaeological surveys, threatened and endangered species habitat or presence surveys, wetland and waterway delineation, contamination sampling, phase I environmental site assessments or any other field investigations other than outlined above.
4. Permit fees or agency fees.
5. Comment responses required beyond one round of initial comments.

Schedule:

The schedule for this work is variable since there are unknown times for contractor work and regulatory approvals. An approximate schedule is as follows:

1. Design and Public Bidding – August 2025 through December 2025.
2. Well Construction – 90 to 120 days from Notice to Proceed.

Subconsultants:

We have partnered with LRE Water, Inc. for hydrogeology services for the work in this proposal. They will assist with parts of the design of Well No. 7.

Fees:

We propose to provide the above scope of services on an hourly basis for an estimated total amount of \$65,421.

LRE Water, Inc. costs are included in the above estimates.

Thank you for the opportunity to assist the Village with providing new production Well No. 7 and facility modifications. We look forward to working with you on this project.

The above-described professional services will be provided to you in accordance with the attached three-page **RM Village of Pewaukee Terms and Conditions (Engineering Services)** dated October 12, 2021 which are made part of this agreement by reference. Please indicate your acceptance of this agreement by having the appropriate authorized official(s) affix their signature(s) where indicated and returning one fully executed copy to our office.

Respectfully,

RUEKERT & MIELKE, INC.



Christopher L. Epstein, P.E.
Project Manager
cepstein@ruekert-mielke.com

CLE:acI
Enclosure

cc: David W. Arnott, P.E., Ruekert & Mielke, Inc.
Jerad J. Wegner, P.E., Ruekert & Mielke, Inc

Well No. 7 Design and Bidding Services
Between Village of Pewaukee
and
Ruekert & Mielke, Inc.
Dated July 10, 2025

CLIENT NAME:

Village of Pewaukee

ENGINEER:

Ruekert & Mielke, Inc.

By: _____

By: _____
Jason P. Lietha, P.E.

Title: _____

Title: Senior Vice President

Date: _____

Date: July 10, 2025

Designated Representative:

Name: _____

Designated Representative:

Name: Christopher L. Epstein, P.E.

Title: _____

Title: Project Manager

Phone Number: _____

Phone Number: (262) 542-5733

A. STANDARD OF CARE

The standard of care for all professional consulting and related services performed or furnished by CONSULTANT under this Agreement will be the care and skill ordinarily used by members of CONSULTANT'S profession practicing under similar circumstances at the same time and in the same area locally. CONSULTANT makes no warranties, express or implied, under this Agreement or otherwise, in connection with CONSULTANT's services.

B. AUTHORIZED REPRESENTATIVE

Contemporaneous with the execution of the Agreement, CONSULTANT and VILLAGE shall designate specific Individuals to act as CONSULTANT's and VILLAGE's representatives with respect to the services to be furnished or performed by CONSULTANT and duties and responsibilities of VILLAGE under this Agreement. Such individuals shall have authority to transmit instructions, receive Information, and render decisions relative to the Assignment on behalf of each respective party.

C. PAYMENTS TO CONSULTANT

Invoices will be prepared in accordance with CONSULTANT's standard invoicing practices and will be submitted to VILLAGE by CONSULTANT. Invoices are due and payable within 60 days of receipt. If there is any objection to an Invoice, or any portion thereof, VILLAGE shall provide written notice of such objection within sixty (60) calendar days of the Invoice date. Failure to provide written notice of such objection shall constitute a waiver of any such objection and acceptance of the Invoice as submitted. If VILLAGE fails to make any payment due CONSULTANT for services and expenses within 60 days after receipt of CONSULTANT's Invoice therefor, the amounts due CONSULTANT will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from the said sixtieth day for undisputed charges. In addition, CONSULTANT may after giving seven days written notice to VILLAGE, suspend services under this Agreement until CONSULTANT has been paid in full all amount due for services, expenses, and other related charges which are not disputed.

D. OWNERSHIP AND REUSE OF DOCUMENTS

All materials developed, prepared, completed, or acquired by CONSULTANT during the performance of the services specified in this Agreement, including all finished or unfinished surveys, data, drawings, maps, photographs, and reports shall become the property of VILLAGE and shall be delivered to VILLAGE during the Agreement period. Such materials shall not be released by CONSULTANT or used for other purposes at anytime without the written permission of VILLAGE. Reuse of or modifications to any such documents by VILLAGE, without CONSULTANT's written permission, shall be at VILLAGE's sole risk, and VILLAGE agrees to indemnify and hold CONSULTANT harmless from all claims, damages, expenses, including reasonable attorneys' fees, arising out of such reuse by VILLAGE or by others acting through VILLAGE..

No drawings, maps, photographs, documents, reports or other data prepared or completed by under this Agreement shall be copyrighted by CONSULTANT, nor shall any notice of copyright be registered by CONSULTANT in connection with any such material prepared or completed under this Agreement.

E. ACCESS

VILLAGE shall *arrange for safe access and make* all provisions for CONSULTANT and CONSULTANT's consultants to enter upon public and private property as required for CONSULTANT to perform services under this Agreement but not including consultant's lost profits.

F. INSURANCE

CONSULTANT will maintain Insurance coverage for Worker's Compensation, General Liability and Automobile Liability and VILLAGE shall be named as an additional insured under CONSULTANT'S liability insurance policy on a primary and noncontributory basis. CONSULTANT shall furnish to VILLAGE a policy endorsement to evidence said coverage.

G. TERMINATION OF CONTRACT

Either party may at any time, upon seven days prior written notice to the other party, terminate this Agreement. Upon such termination VILLAGE shall pay to CONSULTANT all amounts owing to CONSULTANT under this Agreement, for all work performed up to effective date of termination upon delivery of all finished and unfinished documents prepared under this Agreement, but not including consultant's lost profits.

H. INDEMNIFICATION AND ALLOCATION OF RISK

To the fullest extent permitted by law, CONSULTANT shall indemnify and hold harmless VILLAGE, VILLAGE 's officers, directors, partners and employees from and against costs, losses, and damages (including but not limited to reasonable fees and charges of consultants, architects, attorneys, and other professionals, and reasonable court or arbitration or other dispute resolution costs) caused solely by the negligent or intentional acts or omissions of CONSULTANT or CONSULTANT's officers, director, partners, employees and consultants in the performance of CONSULTANT'S services under this agreement.

To the fullest extent permitted by law VILLAGE shall indemnify and hold harmless CONSULTANT, CONSULTANT'S officers, directors, partners and employees from and against costs, losses, and damages (including but not limited to reasonable fees and charges of consultants, architects, attorneys, and other professionals, and reasonable court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of VILLAGE or VILLAGE 's officers, director, partners, employees and consultants with respect to this agreement and nothing in this paragraph shall obligate the VILLAGE to indemnify any Individual or entity from and against the consequences of that individual or entity's own negligence or willful misconduct.

Notwithstanding the forgoing, nothing contained within this Agreement is intended to be a waiver or estoppel of the VILLAGE or Its Insurer's ability to rely upon the limitations, defenses and Immunities contained within Wisconsin law, including, but not limited to, those contained within Wisconsin Statutes Sections 893.80, 895.52 and 345.05. To the extent that Indemnification is available and enforceable, the VILLAGE or its Insurer shall not be liable in indemnity or contribution for an amount greater than the limits of liability for municipal claims established by Wisconsin law. The VILLAGE's obligation to Indemnify hereunder is subject to the availability and limits of applicable Insurance coverage. Under no circumstances shall the VILLAGE be required to indemnify the CONSULTANT for its own negligent or intentional conduct.

To the fullest extent, permitted by law, CONSULTANT'S total liability to VILLAGE and anyone claiming by, through, or under VILLAGE for any Injuries, losses, damages and expenses caused in part by the negligence of CONSULTANT and in part by the negligence of VILLAGE or any other negligent entity or individual, shall not exceed the percentage that CONSULTANT's negligence bears to the total negligence of VILLAGE, CONSULTANT, and all other negligent entities and Individuals.

I. LIMITATIONS ON LIABILITY.

No employee or agent of CONSULTANT shall have Individual liability to VILLAGE. VILLAGE agrees that to the fullest extent permitted by law, CONSULTANT'S total liability to VILLAGE for any and all Injuries, claims, losses, expenses or damages whatsoever arising out of or in any way related to the project or this Agreement from any causes Including, but not limited to, CONSULTANT's negligence, errors, omissions, strict liability, or breach of contract and whether claimed directly or by way of contribution shall not exceed the amount of the Certificate of Liability Insurance provided by CONSULTANT under this Agreement. If no coverage is provided, consultant agrees to a limit of \$2,000,000 limit of liability. If VILLAGE desires a limit of liability greater than provided above, VILLAGE and CONSULTANT shall include as part of the Agreement the amount of such limit and the additional compensation to be paid to CONSULTANT for assumption of such additional risk.

J. INDEPENDENT CONTRACTOR

All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of VILLAGE and CONSULTANT and not for the benefit of any other party. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the VILLAGE or CONSULTANT. CONSULTANT's services under this Agreement are being performed solely for the VILLAGE's benefit, and no other entity shall have any claim against CONSULTANT because of this Agreement or the performance or nonperformance of services hereunder. VILLAGE agrees to Include a provision in all contracts with CONTRACTORS and other entities involved in this project to carry out the intent of this paragraph.

K. FORCE MAJURE

CONSULTANT shall not be liable for any loss or damage due to failure or delay in rendering any service called for under this Agreement resulting from any cause beyond CONSULTANT's reasonable control.

L. SEVERABILITY AND WAIVER OF PROVISIONS

Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon VILLAGE and CONSULTANT, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the Intention of the stricken provision. Non-enforcement of any provision by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

M. DISPUTE RESOLUTION

VILLAGE and CONSULTANT shall attempt to settle any disputes arising out of this Agreement by discussions between the parties senior management. If any dispute cannot be resolved in this manner within a reasonable amount of time, VILLAGE and CONSULTANT agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of relating to this Agreement or the breach thereof ("dispute") to mediation prior to filing legal proceedings.

N. ASSIGNABILITY

The CONSULTANT shall not assign any Interest in this Agreement and shall not transfer any Interest in same (whether by assignment, notation or any other manner), without the prior written consent of the VILLAGE. Provided, however that claims for money due or to become due the CONSULTANT from the VILLAGE under this Agreement may be assigned to a bank, trust company or other financial institution without such approval. Notices of any such assignment or transfer shall be furnished promptly to the VILLAGE.

O. ESTIMATES

The estimates of cost and material quantities for each project provided herein are to be prepared by the CONSULTANT for general guidance of the VILLAGE, only. CONSULTANT shall prepare such estimates through the exercise of their experience and judgment in applying presently available information. However, since CONSULTANT has no control over competitive bidding or market conditions, CONSULTANT makes no warranty, expressed or Implied, regarding the accuracy of such opinions as compared to contract bids or actual costs to VILLAGE.

P. TIME OF PERFORMANCE

The services to be performed under the terms and conditions of this Agreement shall be in force and shall commence upon execution of this Agreement by the CONSULTANT and upon written notice from the VILLAGE to proceed. The work under this Agreement shall be undertaken and completed in such sequence as to assure its expeditious completion in light of the purposes of this Agreement.

In addition to all other remedies inuring to the VILLAGE should this Agreement not be completed by the time frame specified in accordance with all of its terms, requirements and conditions therein set forth, the CONSULTANT shall continue to be obligated thereafter to fulfill CONSULTANT's responsibility to complete the scope of services and to execute any necessary amendment to this Agreement. Delays in completing the work within the time provided for completion as specified elsewhere in this Agreement, for reasons attributable to the VILLAGE, may constitute justification for additional compensation to the extent of documentable increases in costs of labor, services or materials as a result thereof.

CONSULTANT shall not be liable for delays or failure to perform its services caused directly by circumstances beyond CONSULTANT's control, including but not limited to, acts of God, fire, flood, war, sabotage, accident, labor dispute, shortage, government action including regulatory requirements, changed conditions, delays resulting from actions or inactions of VILLAGE or third parties not under control of CONSULTANT including any construction contractor, site inaccessibility or inability of others to obtain materials, labor, equipment, or transportation. Should any of the above occur, then the date of completion of the services shall be adjusted for such delay, provided the CONSULTANT reports the delay to the VILLAGE within a reasonable time of its discovery.

In the event of such a delay to any schedule established in this Agreement, the schedule shall be amended to compensate for such delay. If in the event such delay exceeds sixty (60) calendar days, CONSULTANT shall be entitled to an equitable and mutually agreeable adjustment in compensation.

Q. OPEN RECORDS

Notwithstanding any other clause written herein, CONSULTANT understands and agrees that VILLAGE is a municipal entity and is therefore subject to the open records law of the State of Wisconsin. Wis. Stat. sec. 19.36(3) requires governmental entities to make available for inspection and copying any records produced or collected under a contract entered into by the municipal entity to the same extent as if the record were maintained by the municipality. Therefore, in the event there is a request for any of the documentation pertaining to this agreement, then CONSULTANT shall provide the information as requested and charge no more than the cost to copy said information.

R. HAZARDOUS MATERIAL

VILLAGE acknowledges that CONSULTANT'S scope of services does not include any services related to the presence at the project site of asbestos, PCB's, petroleum, hazardous waste, toxic waste, radioactive materials, or any substance which may cause a danger to persons or property. VILLAGE further acknowledges that CONSULTANT is performing professional services for VILLAGE and CONSULTANT is not and shall not be required to become an "arranger", "operator", "generator" or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1990 (CERCLA).

S. AMENDMENT

This Agreement, upon execution by both VILLAGE and CONSULTANT, can only be amended by a written instrument signed by both parties.

T. CHOICE OF LAW

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

U. SURVIVAL

All obligations arising out of this Agreement and all provisions of this Agreement allocating responsibility between the VILLAGE and CONSULTANT shall survive the completion of services and the termination of this Agreement.



PUBLIC WORKS DEPARTMENT
1000 Hickory Street
Pewaukee, WI 53072

To: Village Board Members
CC: Matt Heiser, Village Administrator
From: David Buechl, P.E., P.L.S, Director of Public Works/Village Engineer
Date: July 24, 2025
Re: Agenda item 8(c). Review, discussion and possible action approve a contract for Well #6 PFAS Study and Pre-Design Report proposal for Engineering Services

BACKGROUND

On April 26, 2023, Well 6 was found to contain elevated levels of PFAS and was taken offline. In June of 2025, a temporary PFAS treatment system was put into operation and the well was brought back online. The temporary PFAS treatment trailer is uses equipment rented from Water Surplus, Inc. on a three-year lease that ends in 2028. By the end of the lease, the Village plans to either provide a permanent treatment system to remove PFAS from Well 6 or drill a new well to replace Well 6.

Ruekert/Mielke has submitted a proposal for engineering services to perform a PFAS Study for Well 6 and provide a Pre-design report for a permanent PFAS treatment facility. The services will include a study to determine potential PFAS permanent treatment options and compare the costs and benefits of treatment to the construction of a new deep well to replace Well 6. If it is decided to provide permanent treatment at Well 6, a predesign report will be prepared with a pilot study of the temporary treatment system that is currently in operation and a description of the proposed treatment facilities and layout.

ACTION REQUESTED

The action requested of the Village Board is to review and consider approval of the PFAS Study and Pre-Design Report Proposal for Engineering Services from Ruekert & Mielke, Inc., of Pewaukee, Wisconsin for the time and materials estimated amounts for Phase 1: Evaluation of Treatment Vs. New Deep Well of \$23,900 and Phase 2: Preparation Pilot Report and Pre-Design Report estimate of \$37,600.

ANALYSIS

The first phase of this proposed project will include a study to compare the advantages and disadvantages of providing a permanent treatment facility at Well 6 versus providing a new deep well to replace Well 6. The effectiveness and costs of different treatment alternatives to remove PFAS to determine the most effective and economic solutions. The addition of treatment to Well 6 will require either construction of a new building or addition to the existing building to accommodate the new facilities. The costs and feasibility of providing a new deep well will also be reviewed.

The scope of services is listed in the attached proposal. The scope has been reviewed and appears to be reasonable to accomplish the evaluation of PFAS alternatives needed for the project, pilot study, and Pre-design report.

I recommend the Village Board approve the attached Well 6 PFAS Study and Pre-Design Report engineering services proposal dated July 9, 2025 from Ruekert & Mielke, Inc., of Pewaukee, Wisconsin, for the time and materials estimated amounts for Phase 1: Evaluation of Treatment Vs. New Deep Well of \$23,900 and Phase 2: Preparation Pilot Report and Pre-Design Report estimate of \$37,600. Ruekert & Mielke, Inc. has successfully completed other water study, HMO Treatment, and pilot study projects for the Village.

Attachments

July 9, 2025

Mr. David Buechl, P.E., P.L.S.
Director of Public Works/Village Engineer
Village of Pewaukee
235 Hickory Street
Pewaukee, WI 53072

Re: Well No. 6 PFAS Study and Pre-Design Report
Proposal for Engineering Services

Dear Mr. Buechl:

Ruekert & Mielke, Inc., (RM) is pleased to present this proposal for the engineering services to perform PFAS Study for Well No. 6 and provide a design report for a permanent PFAS treatment facility. Our services as a part of this project will include a study to determine potential PFAS permanent treatment options and compare the costs and benefits of treatment to the construction of a new deep well to replace Well No. 6. If it is decided to provide permanent treatment at Well No. 6, we will also provide an engineering report that includes a pilot study of the temporary treatment system that is currently in operation and a description of the proposed treatment facilities and layout.

Project Description:

Phase 1: Evaluation of PFAS Alternatives

On April 26, 2023, Well No. 6 was found to contain elevated levels of PFAS and was taken offline. In June of 2025, a temporary PFAS treatment system was put into operation and the well was brought back online. The temporary PFAS treatment facility uses equipment rented from WaterSurplus, Inc., on a three-year lease that ends in 2028. By the end of the lease, the Village plans to either provide a permanent treatment system to remove PFAS from Well No. 6 or a new well to replace Well No. 6.

The first phase of this proposed project will include a study to compare the advantages and disadvantages of providing a permanent treatment solution at Well No. 6 versus providing a new deep well to replace it. We will review the effectiveness and costs of different treatment alternatives for PFAS removal to determine the most effective and economic solutions. The addition of treatment to Well No. 6 may require construction of a new building or modifications to the existing building to accommodate the new facilities. We will also determine the costs and feasibility of providing a new deep well. This first phase will assist the Village in determining whether to provide a new permanent PFAS treatment facility or to provide a new well to replace Well No. 6.

Phase 2: Pilot Study and Pre-Design Report

If it is decided by the Village to move forward with providing new permanent treatment facilities rather than a new well, then Phase 2 of this proposed project would also be necessary. This phase will include a pilot study and a pre-design report, both of which are required for DNR approval of the treatment system.

WaterSurplus, Inc. or another supplier, will perform the pilot study of either granular activated carbon (GAC) or anion exchange (AIX), whichever is found to be more advantageous in Phase 1. There are many varieties of PFAS compounds and different treatment methods have varying levels of PFAS removal depending on the types of PFAS compounds that are present. The temporary treatment system that is currently in operation is an AIX system. R/M will coordinate and oversee the pilot study.

In addition to the pilot study, RM will create a pre-design report of the recommended treatment system based on the pilot study. This report will outline relevant treatment design criteria and will include a preliminary layout and building improvements for the proposed facilities. If the Village decides to move forward with the treatment alternative rather than providing a new deep well, both the pilot study and the pre-design report will be necessary for Wisconsin Department of Natural Resources (WDNR) approval.

Scope of Services:

Phase 1: Evaluation of Treatment vs. New Deep Well

The first phase of our specific scope of services includes the following:

1. Attend kickoff meeting with Village.
2. Describe conceptual potential treatment options for PFAS removal with advantages and disadvantages. Determine optimal PFAS treatment alternatives based on water quality.
3. Determine necessary building modifications and other improvements to accommodate treatment equipment. Preliminary cost analysis for treatment facilities and building addition.
4. Determine cost of pilot study.
5. Determine cost of new well and well station.
6. Review hydrogeology of potential well site.
7. Describe potential for radium presence and removal at new deep well.
8. Describe advantages and disadvantages of constructing permanent PFAS treatment facilities versus constructing a new well. Make recommendation on whether to construct PFAS treatment facilities or to construct a new deep well source.
9. Prepare draft of report summarizing study findings for review by Village staff.
10. Meet with Village to discuss findings and to determine the Village's preferred alternative.
11. Finalize report edits based on review comments from Village staff.

Phase 2: Preparation Pilot Report and Pre-Design Report

If it is decided by the Village to pursue a permanent PFAS treatment system at Well No. 6 rather than pursuing a new well, the following services would be included:

1. Describe project background, location, water quality, and treatment goals.
2. Describe pilot study methods, security for pilot plant, treatment equipment, and filters.
3. Coordinate pilot study logistics with Village and supplier.

4. Oversee pilot study with Village and supplier (e.g. sampling and testing requirements).
5. Compare pilot study raw versus treated water quality.
6. Create schematic of full scale treatment process.
7. Describe operational parameters including flow rates, headloss, time to filter breakthrough, backwash process and discharge of backwash water.
8. Describe filter media type, size, specific gravity, uniformity coefficients, acid solubility, depth, loading rates, and estimated service life of filter media.
9. Determine preliminary layout for permanent treatment system and proposed building modifications that are necessary to accommodate treatment equipment.
10. Prepare conceptual layout of proposed treatment facilities, building expansion, and equipment.
11. Create draft of preliminary design report including capital and operation and maintenance costs.
12. Meet with Village to discuss findings and update with their comments.
13. Prepare DNR submittal and forms for submittal.
14. Respond to WDNR submittal comments and questions. Achieve WDNR approval.

Items Excluded:

Items not specifically included in the scope of this project are listed below. These items can be included as additional services if authorization in writing is provided:

1. Anything not specifically identified in the Scope of Services above.
2. Final design of well or permanent PFAS treatment system.
3. Final determination of well site.
4. Well site investigation report for a new well.
5. Public Service Commission approval.
6. Operation of the pilot study (this will be done by supplier).
7. Land acquisition services.
8. Property surveys.
9. Floodplain, wetland, or other environmental permitting.
10. Pilot study services by equipment supplier.
11. Water analytical testing for pilot study.

The above-listed items are not expected to be needed for completion at this stage of the project.

Future Work Items:

Future steps will need to be taken after the work items in this proposal are completed. Some of the future steps that are not included in this proposal will involve the following:

1. Prepare PSC submittal application including environmental information, alternatives, justification and cost estimates.
2. Develop responses to PSC questions. Receive PSC approval.
3. Prepare WDNR submittal of specifications and drawings.
4. Address WDNR and PSC questions and concerns.
5. Conduct public bidding.
6. Construction of proposed facilities.

Schedule:

Schedules are subject to change due to activities beyond the control of R/M. In general, the tentative schedule is as follows:

- A. Conduct kickoff meeting for project – July 28, 2025.
- B. Complete draft of Phase 1 of the study. Meet with Village – September 15, 2025.
- C. Village to determine whether to pursue permanent treatment or a new deep well – September 29, 2025.
- D. If treatment is the desired alternative, begin pre-design report and begin coordinating pilot study with supplier – September 30, 2025.
- E. Completion of pilot study – timeline to be determined depending on length of pilot study.
- F. Complete draft of pre-design report – timeline to be determined depending on length of pilot study.
- G. Submit pilot study and pre-design report to WDNR – timeline to be determined depending on length of pilot study.
- H. Respond to DNR comments and achieve approval from WDNR – timeline to be determined depending on length of pilot study.

Subconsultants:

R/M will use LRE Water as a subconsultant for the preliminary hydrogeology assessment. This is Phase 1, Line item 6.

Fee:

The fees to complete the above scope of service will be on a time and materials basis at our standard hourly rates.

Phase 1: Evaluation of Treatment Vs. New Deep Well has an estimate fee of **\$23,900** and **Phase 2: Preparation Pilot Report and Pre-Design Report** has an estimate fee of **\$37,600**. Phase 2 of the study would not begin until the Village gives confirmation that a permanent treatment facility at Well No. 6 is the preferred alternative. We will not exceed these fees unless prior authorization is granted by the Village.

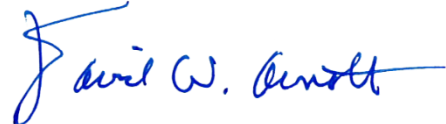
Mr. David Buechl, P.E.
Proposal For Well No. 6 PFAS Study and Pre-Design Report
July 9, 2025
Page 5

The above-described professional services will be provided to you in accordance with the attached three-page **RM Village of Pewaukee Terms & Conditions** dated October 12, 2021, which are made part of this agreement by reference. Please indicate your acceptance of this agreement by having the appropriate authorized official(s) affix their signature(s) where indicated and returning one fully executed copy to our office.

Thank you for allowing us to submit this proposal. We look forward to continuing to work with the Village on your water system.

Respectfully,

RUEKERT & MIELKE, INC.



David W. Arnott, P.E. (WI, IL)
Team Leader/Senior Project Manager
darnott@ruekert-mielke.com

DWA:acI
Enclosure

cc: Matt Heiser, Village Administrator
Christopher L. Epstein, P.E., Ruekert & Mielke, Inc.
Shane B. Davis, P.E., Ruekert & Mielke, Inc.

WELL NO. 6 PFAS STUDY AND PRE-DESIGN REPORT PROPOSAL
Between Village of Pewaukee
and
Ruekert & Mielke, Inc.
Dated July 9, 2025

CLIENT:

Village of Pewaukee

Signature: _____

Title: _____

Date: _____

Designated Representative:

Name: _____

Title: _____

Phone Number: _____

CONSULTANT:

Ruekert & Mielke, Inc.

Signature: _____
Jason P. Lietha, P.E.

Title: Senior Vice President

Date: July 9, 2025

Designated Representative:

Name: David W. Arnott, P.E.

Title: Senior Project Manager

Phone Number: (262) 953-3080



To: Jeff Knutson, Village President
Trustees of the Village Board

From: Matt Heiser
Village Administrator

Date: August 1, 2025

Re: August 5, 2025 Village Board Agenda Item 8(d)
Review, discussion and possible action on a Permanent Sanitary Sewer and Water Main
Easement for The Glen at Pewaukee Lake.

BACKGROUND

The development project known as “The Glen at Pewaukee Lake”, developed by Cornerstone Developments, is nearing completion.

There is an existing Sanitary Sewer and Water Main Easement for the Glen, however it is deficient in several respects and does not include areas across Lots 30-33 of the development which have water main and sewer infrastructure. The developer is requesting an easement amendment to include a portion of their private street in front of four additional lots, some revision to the language of responsibility in restoration, and to cleanup some of the deficiencies in the document itself.

ACTION REQUESTED

The action requested of the Village Board is to review and consider whether to approve the updated easement.

ANALYSIS

The revision to the language of restoration has staff divided. The original language required the developer to pay for all restoration regardless of the party doing the work or the purpose of the work. The new language requires the developer to pay for restoration if the work only benefits The Glen. The new language requires the Village to pay for restoration if the project benefits parties outside of The Glen. Director Buechl is not comfortable conceding Village responsibility without getting something in return for the Village. In Director Buechl’s opinion, the Village will be now funding all asphalt repairs and incur trip and fall liability across the private road in the vicinity of the public water main and public sanitary sewer, and the Village has already made significant concessions in other aspects of the development. The Village Attorney is also concerned about opening up other aspects of the existing development for negotiations if the restoration terms are not acceptable. The Village Administrator’s experience is whichever party disturbs land for work would also be responsible for restoration which is in harmony with the new language.

Attachments:

1. Updated Permanent Easement for The Glen.
2. Exhibits for Updated Permanent Easement.

PERMANENT SANITARY SEWER AND WATER MAIN EASEMENT

This Permanent Sanitary Sewer and Water Main Easement is made and entered into this day of _____, 2025 by and between the Village of Pewaukee, Wisconsin, a Municipal Corporation, hereinafter referred to as the "Village" and The Glen at Pewaukee Lake, LLC, hereinafter referred to as the "Grantors."

FOR AND IN CONSIDERATION of the sum of One (\$1.00) Dollar and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, owners and Grantors of the lands herein described do hereby grant unto the Village of Pewaukee, Waukesha County, Wisconsin, a permanent nonexclusive easement with the right, permission and authority to enter upon, construct, install, maintain and reconstruct sanitary sewer facilities, water main facilities and their appurtenances in, through, under, across, and upon the following described tract of land:

See attached Exhibit "1" and "2" for Legal Description and maps of the Easement Areas. The location of the easement hereinbefore described with respect to the premises of the Grantors is shown on the drawing attached hereto and marked Exhibit "1" and Exhibit "2" and made a part hereof.

1. The Grantors hereby warrant that they have legal right to the lands which are subject to this easement and that they have lawful authority to grant this easement. Further, Grantors shall defend the Village of Pewaukee in its exercise of rights under the easement herein granted against any defect in title to the land involved or the right of the Grantors to make the grant herein contained.
2. The right, permission and authority is also granted onto the Village to trim and to cut trees and/or brush, where said trees and/or brush interfere with the installation or maintenance or reconstruction of the sanitary sewer facilities, water main facilities or their appurtenances or otherwise interfere with, or represent a hazard to such facilities.
3. Village shall perform such regular and customary, or extraordinary or emergency maintenance, repairs or replacement to the sanitary sewer facilities, water main facilities or their appurtenances as it shall deem necessary and appropriate. The Grantor consents to the entry by employees, workmen, agents, or independent contractors of the Village for the incidental activities related to construction, operation, use, reconstruction, and repair of the sanitary sewer facilities, water main facilities or their appurtenances, and further for purpose of exercising the Village's rights herein acquired. Upon completion of any such work, Village shall backfill and compact any excavation to the pre-existing grade.
4. The Grantor, Grantor's successors and assigns or tenants of either shall be responsible for the restoration of topsoil, turf or other landscaping, surface paving, walk, curb, retaining wall, or any structures disturbed as a result of future work undertaken by Village.
5. The Grantor(s), their successors and assigns, covenant(s) and agree(s) to restrict the use of the land included in the easement described hereinabove as follows:

- (1) The land will only be put to uses consistent with this easement such as private road, driveways and small and easily movable structures that will not interfere with access to sanitary sewer facilities, water main facilities or their appurtenances, with the exception of item (3), below.
 - (2) No obstruction of access to the sanitary sewer facility, water main facility or their appurtenances shall be created in the future and that no building, trees or other structures or items that may interfere with inspection, maintenance or repair shall be located in the space over and within vertical planes located on both sides of the sanitary sewer facilities, water main facilities or their appurtenances.
 - (3) The surface elevation of the land within the easement shall not be raised or lowered more than four (4) inches without the prior written approval of the Village Engineer of the Village.
6. Grantor(s), their successors and assigns, covenant(s) and agree(s) to permit and allow Village to have the sanitary sewer facility, water main facility or their appurtenances to be installed at such time and in such location as Village may deem necessary.
 7. Village and its agents shall have the right to enter upon the premises of the Grantor for the purpose of exercising its rights herein acquired. Village agrees to restore or cause to have restored said premises, as nearly as is reasonably possible, to the condition existing prior to such entry by the Village or its agents. The restoration, however, does not apply to any brush, trees, topsoil, turf or other landscaping, surface paving, walk, curb or retaining wall which may be removed at any time pursuant to the rights herein granted, unless the work performed by the Village is designed to primarily aid capacity or serves other users of the system as opposed to repairing to address existing Grantor service needs.
 8. This Easement upon its acceptance by both parties, shall run with the land and shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, successors and assigns.
 9. If any term, provision or condition contained in this Easement shall, to any extent, be invalid or unenforceable, the remainder of this Agreement (or the application of such term, provision or condition to persons or circumstances other than those in respect of which it is invalid or unenforceable) shall not be affected thereby, and each term, provision or condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law
 10. This Easement shall be governed and construed in accordance with the laws of the State of Wisconsin.
 11. This Easement shall commence upon the date first above written and shall continue in perpetuity.
 12. This Easement upon recording shall supersede and replace the Sanitary Sewer and Water Main Easement recorded in the Waukesha County Register of Deeds Office on September 15, 2022, as Document No. 4689706 which is no longer in force or effect.

IN WITNESS WHEREOF, the parties have executed this indenture the day and year first above written.

Dated: _____

GRANTOR:
THE GLEN AT PEWAUKEE LAKE, LLC

By: _____

STATE OF WISCONSIN)
) ss.
COUNTY OF WAUKESHA)

Personally came before me, this ____ day of _____, 20____, the above-named
_____, to me known to be the person who executed the foregoing instrument
and acknowledged the same.

Notary Public, State of _____
My Commission is permanent/expires: _____

.....

Dated: _____

VILLAGE:

VILLAGE OF PEWAUKEE

By: _____
Jeff Knutson, President

STATE OF WISCONSIN)
) ss.
COUNTY OF WAUKESHA)

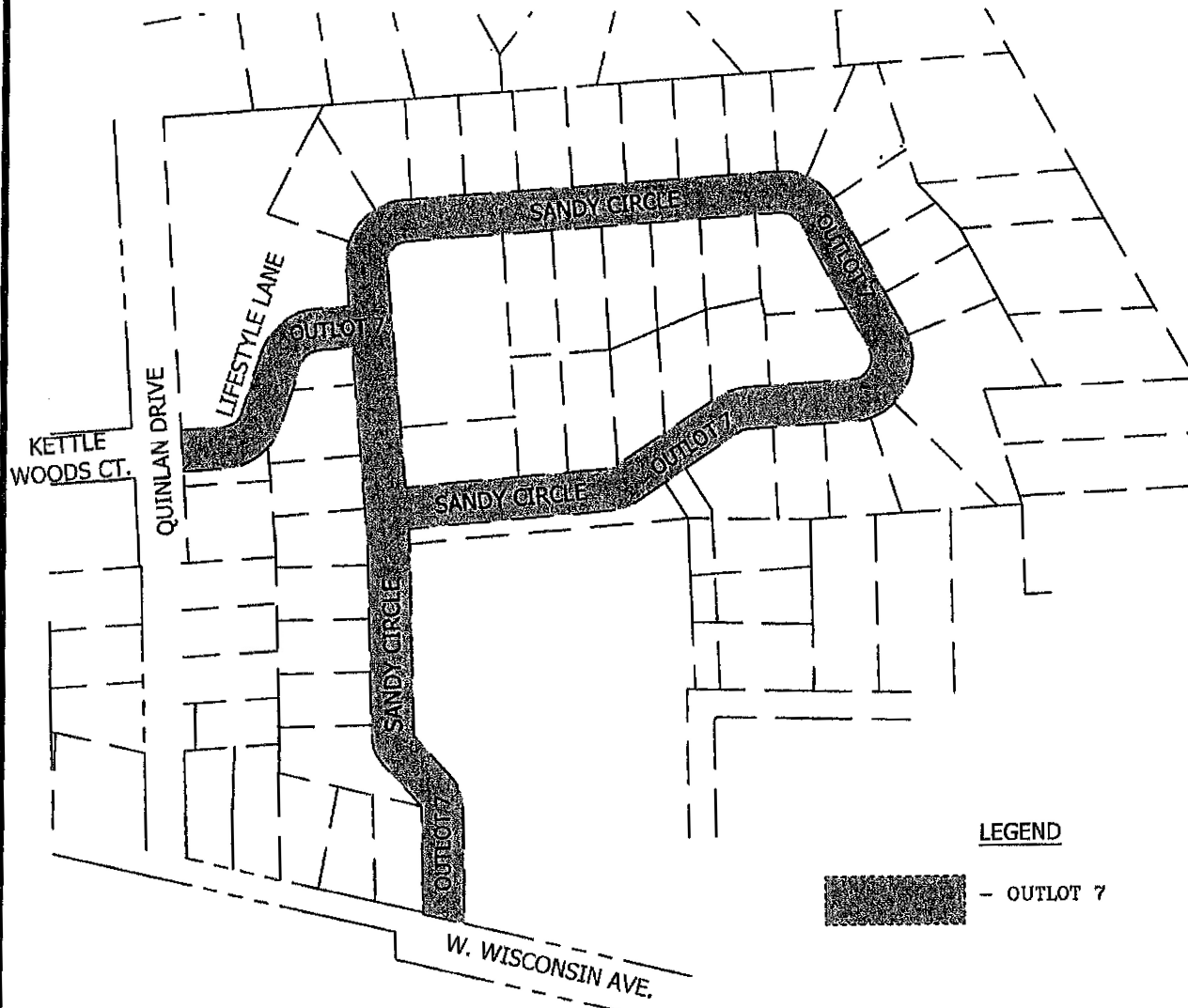
Personally came before me, this ____ day of _____, 20____, the above-named Jeff Knutson, to be known to be the person who executed the foregoing instrument and acknowledged the same.

Notary Public, State of Wisconsin
My Commission is permanent/expires _____

This document was drafted by
Attorney Matthew R. Gralinski
State Bar No. 1105301

EXHIBIT - 1

BEING ALL OF OUTLOT 7 OF THE GLEN AT PEWAUKEE LAKE
BEING PART OF GOVERNMENT LOT 1 AND GOVERNMENT LOT 2 OF THE NE 1/4 AND NW 1/4 OF THE
NE 1/4 OF SEC. 8 T.07N., R.19E.,
IN THE VILLAGE OF PEWAUKEE, WAUKESHA COUNTY, WISCONSIN



LEGEND

 - OUTLOT 7

LEGAL DESCRIPTION:

BEING ALL OF OUTLOT 7 OF THE GLEN AT PEWAUKEE LAKE, BEING PART OF GOVERNMENT LOT 1 AND
GOVERNMENT LOT 2 OF THE NE 1/4 AND NW 1/4 OF THE NE 1/4 OF SEC. 8 T.07N., R.19E., IN THE
VILLAGE OF PEWAUKEE, WAUKESHA COUNTY, WISCONSIN

SAID LANDS CONTAIN 125,973 SQUARE FEET.

SCALE IN FEET
0 100 200

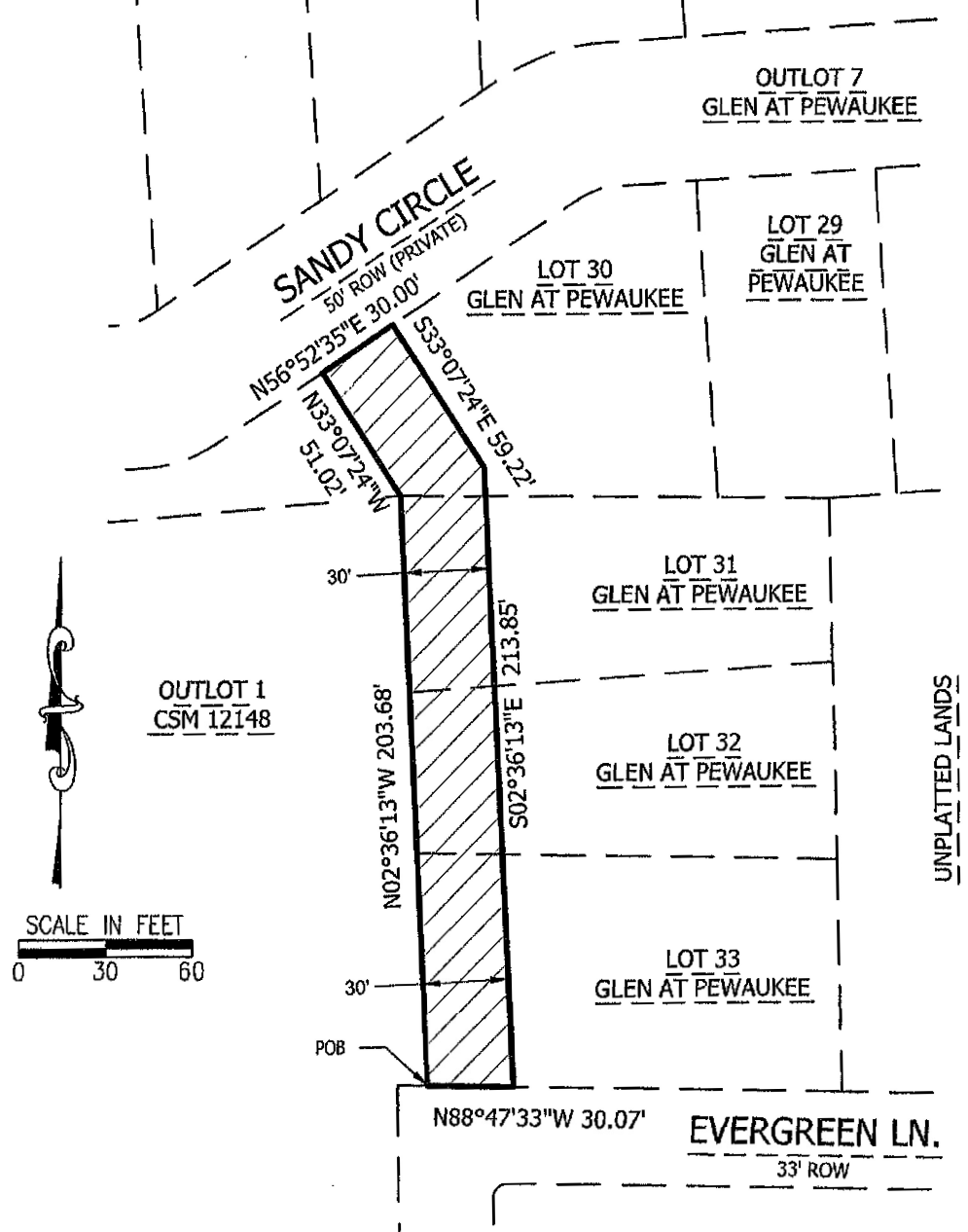


SEH 501 MAPLE AVE., DELAFIELD, WI 53018 262-646-6855

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EXHIBIT -2

BEING A PART OF LOTS 30, 31, 32 AND 33 OF THE GLEN AT PEWAUKEE LAKE
BEING PART OF GOVERNMENT LOT 1 AND GOVERNMENT LOT 2 OF THE NE 1/4 AND NW 1/4 OF THE
NE 1/4 OF SEC. 8 T.07N., R.19E.,
IN THE VILLAGE OF PEWAUKEE, WAUKESHA COUNTY, WISCONSIN



LEGAL DESCRIPTION:

BEING A PART OF LOTS 30, 31, 32 AND 33 OF THE GLEN AT PEWAUKEE LAKE, BEING PART OF GOVERNMENT LOT 1 AND GOVERNMENT LOT 2 OF THE NE 1/4 AND NW 1/4 OF THE NE 1/4 OF SEC. 8 T.07N., R.19E., IN THE VILLAGE OF PEWAUKEE, WAUKESHA COUNTY, WISCONSIN.

BEGINNING (POB) AT THE SW CORNER OF LOT 33 OF THE GLEN AT PEWAUKEE, THENCE N02°36'13"W., ALONG THE SAID WEST LINE OF LOTS 33, 32 AND LOT 31, A DISTANCE OF 203.68 FEET, TO THE NW CORNER OF LOT 31; THENCE N33°07'24"W., 51.02 FEET, TO A POINT ON THE SOUTH RIGHT-OF-WAY OF SANDY CIRCLE; THENCE N56°52'35"E., ALONG THE SAID SOUTH RIGHT-OF-WAY OF SANDY CIRCLE, 30.00 FEET; THENCE S33°07'24"E., 59.22 FEET; THENCE S02°36'13"E., 213.85 FEET, TO A POINT ON THE NORTH RIGHT-OF-WAY OF EVERGREEN LANE; THENCE N88°47'33"W., ALONG SAID RIGHT-OF-WAY OF EVERGREEN LANE, 30.07 FEET TO THE POINT OF BEGINNING.

SAID LANDS CONTAIN 7,916.44 SQUARE FEET.



SEH 501 MAPLE AVE., DELAFIELD, WI 53018 262-646-6855

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To: Jeff Knutson, Village President
Trustees of the Village Board

From: Matt Heiser
Village Administrator

Date: August 1, 2025

Re: August 5, 2025 Village Board Agenda Item 8(e)
Discussion and possible action to confirm Committee/Board Appointments by the Village President:
i. Aquatic Weed Commission – 2 Trustees

BACKGROUND

The recent update of the Aquatic Weed Commission ordinance now allows for the appointment of two Village Board Members.

President Knutson has appointed:

- Trustee Kelli Belt as Chairperson.
- Trustee Nick Stauff as the other Board representative.

These appointments were on the July 15, 2025 Village Board agenda and deferred until August 5, 2025 when the Aquatic Weed Commission ordinance update would be considered.

ACTION REQUESTED

The action requested of the Village Board is to approve the Village President's appointments.

ANALYSIS

None.

Attachments – None.



To: Jeff Knutson, Village President
Village Board

From: Jenna Peter
Village Clerk

Date: July 21, 2025

Re: Agenda Item 8(f), Review, discussion and possible action on New "Class B" Beer License ("Class B" Intoxicating Liquor) – Drita's Deli, LLC – DBA: Drita's located at 115 Main Street.

BACKGROUND

The Village received an application from Drita's Deli, LLC for the location at 115 Main St. The premise description specifically states the following:

"Single level unit with private entrance and access to shared corridor with two businesses and restrooms. All stock will be stored within the confines of the business. All intoxicating beverages will be kept within a locked cabinet along with all receipts."

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.

Drita's Deli, LLC 115 Main St.

DBA: Drita's 115 Main St.

Agent: Llazar Konda

ANALYSIS

The applicant listed above has applied for the remainder of the 2025-2026 license term expiring on June 30, 2026. The license is a "Reserve" license which requires a one-time payment of \$10,000 as well as the regular licensing fees. This is a new application 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.

Conditional to the approval of the above-listed license, all licensing fees should be paid in full prior to the issuance of the license.



To: Jeff Knutson, President
Trustees of the Village Board

From: Matt Heiser
Village Administrator

Date: July 31, 2025

Re: August 5, 2025 Village Board Meeting Agenda Item 8(g)
Review, discussion and possible action regarding a permanent drainage easement agreement with the property owner of 765 Glacier Road. If required, the Village Board of the Village of Pewaukee will enter into closed session pursuant to Wis. Statute Section 19.85(1)(e) for 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 a permanent drainage easement agreement with the property owner of 765 Glacier Road. After conclusion of any closed session, the Village Board will reconvene in open session pursuant to Wis. Statute Section 19.85(2) for possible additional review, discussion and action concerning this agenda item and to address the remaining meeting agenda.

BACKGROUND

DPW Director David Buechl has been working on a street improvement project for Glacier Road. During the engineering and design phase of the project Director Buechl noted opportunities to improve storm water conditions for the street and adjacent properties. He worked with Village engineers to design a swale to carry storm water away from the street.

In order to construct the swale the Village needs signed easements to install it on private property. The owner at 765 Glacier Road is requesting a financial payment for the easement. He has requested \$25,000 for what the owner reports is a decreased value to his land.

ACTION REQUESTED

None.

ANALYSIS

The Village Attorney will lead the Board through any potential transition to closed session.

Attachments:

1. Proposed Easement Document for 765 Glacier
2. Proposed Exhibit for Easement
3. Proposed Drawing of Swale
4. Letter to Residents on Glacier

PERMANENT DRAINAGE EASEMENT

Document Number

THIS INDENTURE, made this _____ day of _____, 2025, by and between JASON PEDERSEN and MARY PEDERSEN collectively hereinafter referred to as Grantor, and the Village of Pewaukee, a municipal corporation hereinafter referred to as Grantee.

WITNESSETH:

The Grantor, in consideration of One Dollar (\$1.00), and for other good and valuable consideration, the receipt whereof is hereby confessed and acknowledged, grants and conveys to Grantee, a permanent easement to allow for overland cross property flow of drainage to the storm water BMPs being constructed and currently maintained by the Village adjacent to the Property located at 765 Glacier Road, Pewaukee, Wisconsin, and having Tax Key No. PWV 0894954, described as follows:

See attached Exhibit "A" for Legal Description of easement area.

Name and Return Address
Village of Pewaukee
235 Hickory St.
Pewaukee, WI 53072

Part of PWV 0894954
Parcel Identification Number (PIN)

The Drainage Easement includes the construction, operation, use, maintenance and repair of said easement area, including, but not limited to, a drainage swale.

It is an express condition of the granting of this easement that the surface or subsurface of the soil may be disturbed in the construction, operation, use and repair (including reconstruction) of such Drainage Easement and will, at the expense of the Grantee, be replaced in substantially the same condition as it is now, and the acceptance of this easement by the Grantee and the installation or construction of such Drainage Easement shall constitute an express acceptance by the Grantee of this condition to the granting of this easement.

The Grantor consents to the entry by employees, workmen, agents or independent contractors of the Grantee for the activities incidental to the construction, operation, use, maintenance and repair (including reconstruction) of such Drainage Easement and to exercise Grantee's other rights herein acquired, but reserve to themselves the right to make such use of the land included in said easement, subject to the ordinances of the Village of Pewaukee and the Statutes of the State of Wisconsin as will not disturb or interfere with such Drainage Easement or prevent ingress and egress thereto for the purpose of construction, operation, use, maintenance and repair (including reconstruction thereof). Notwithstanding the foregoing, Grantor agrees not to construct any improvements or place other structures or other materials in the easement area that will interfere or go through said Drainage Easement. The Grantor further agrees not to grade the easement area.

The Grantor agrees that Grantee or its agents are entitled, at any time, to enter the easement area so as to use, maintain, repair or reconstruct the Drainage Easement located in the easement area.

The Grantee agrees that its responsibility is to return the easement area to a condition consisting of being topsoiled and with seed and mulch placed in the easement area.

The right, permission, and authority is also granted onto the Grantee to trim and cut trees and/or brush where said trees and/or brush interfere with the installation or maintenance or reconstruction of the Drainage Easement or interfere with or represent a hazard to such facilities.

The Grantor hereby warrants they have the legal right to the lands which are subject to this easement and that they have lawful authority to grant this easement. Further, Grantors shall defend the Village of Pewaukee in its exercise of rights under the easement herein granted against any defect in title to the land involves or the right of the Grantors to make the grant herein contained.

This indenture, upon its acceptance by the Grantee, shall run with the land and be binding upon and inure to the benefit of the parties, their representative heirs, successors and assigns and all future owners or those holding interests in this property, their representative, heirs, successors and assigns.

This indenture shall be governed and construed in accordance with the laws of the State of Wisconsin.

IN WITNESS WHEREOF, the Grantor has executed this indenture the day and year first above written.

By: _____
JASON PEDERSEN

By: _____
MARY PEDERSEN

STATE OF WISCONSIN)
) ss.
WAUKESHA COUNTY)

Personally came before me, this _____ day of _____, 2025, the above-named JASON PEDERSEN AND MARY PEDERSEN, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Notary Public, State of Wisconsin
My commission:

CONSENT OF MORTGAGEE

, mortgagee of the land of the Grantor described in the above easement, hereby consents to the Grantor granting said easement.

By: _____

Print Name/Title

STATE OF WISCONSIN)
)SS.
WAUKESHA COUNTY)

Personally came before me this _____ day of _____ 2025, the above named _____, to me known to be the person who executed the foregoing instrument and acknowledge the same.

Notary Public, State of Wisconsin
My Commission expires _____

Accepted pursuant to the authority of the Village Board,

Jeff Knutson, Village President

Jenna Peter, Village Clerk

This document was drafted by:
Village Attorney Matthew R. Gralinski
P.O. Box 766
Waukesha, WI 53187-0766
Phone: (262) 549-8181

DRAINAGE EASEMENT

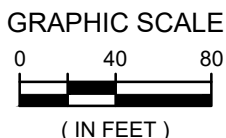
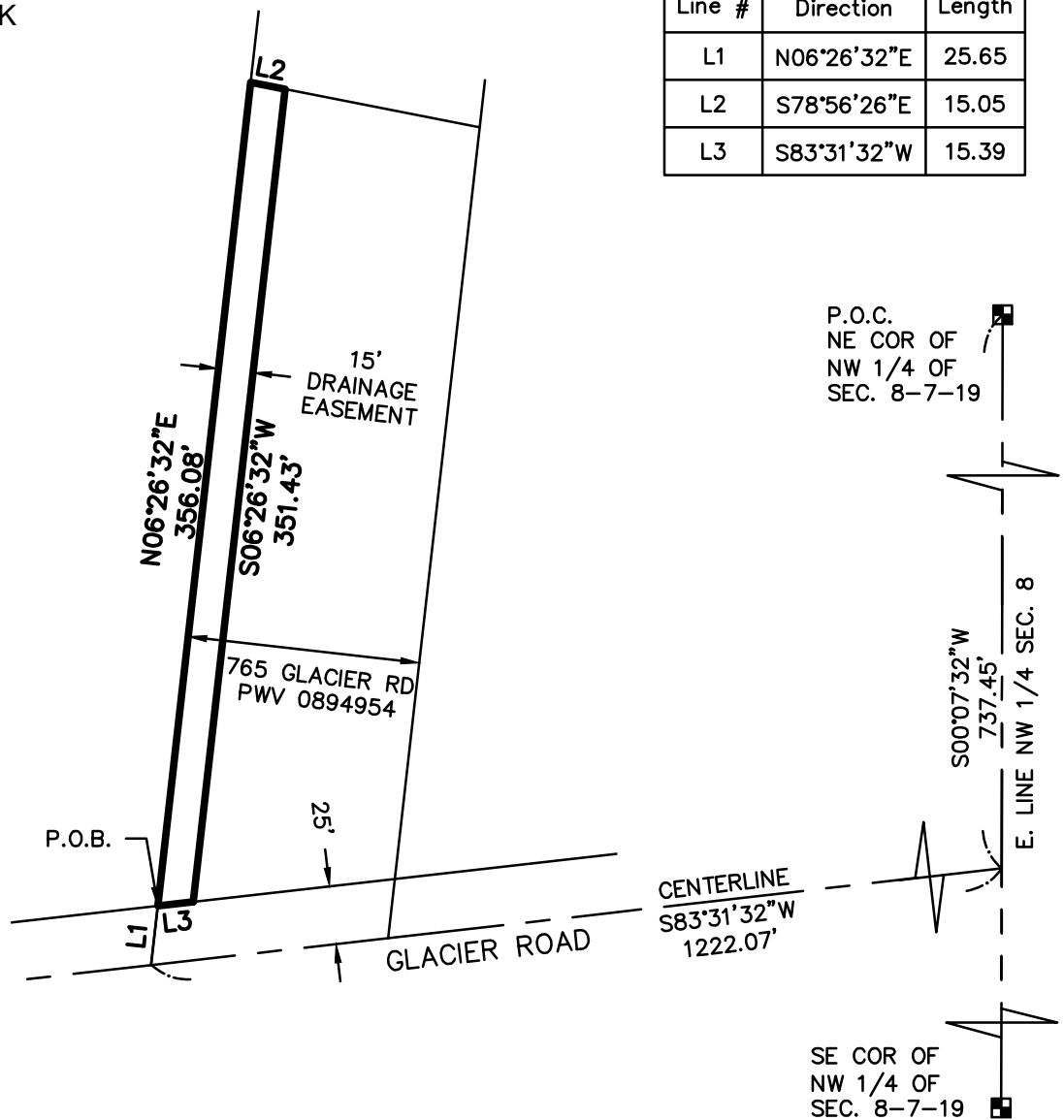
Part of the Northeast 1/4 of the Northwest 1/4 of Section 8, Township 7 North, Range 19 East, in the Village of Pewaukee, Waukesha County, Wisconsin, bounded and described as follows:

Commencing at the Northeast corner of the Northwest 1/4 of said Section 8; thence South 00° 07' 32" West along the East line of said 1/4 Section a distance of 737.45 feet to a point in the centerline of Glacier Road; thence South 83° 31' 32" West along said Centerline 1222.07 feet to a point; thence North 06° 26' 32" East 25.65 feet to a point in the North line of Glacier Road and the point of beginning of lands to be described; thence North 06° 26' 32" East 356.08 feet to a point; thence South 78° 56' 26" East 15.05 feet to a point; thence South 06° 26' 32" West 351.43 feet to a point to a point in the North line of Glacier Road; thence South 83° 31' 32" West along said North line 15.39 feet to the point of beginning.

Said land contains 5,306 square feet.

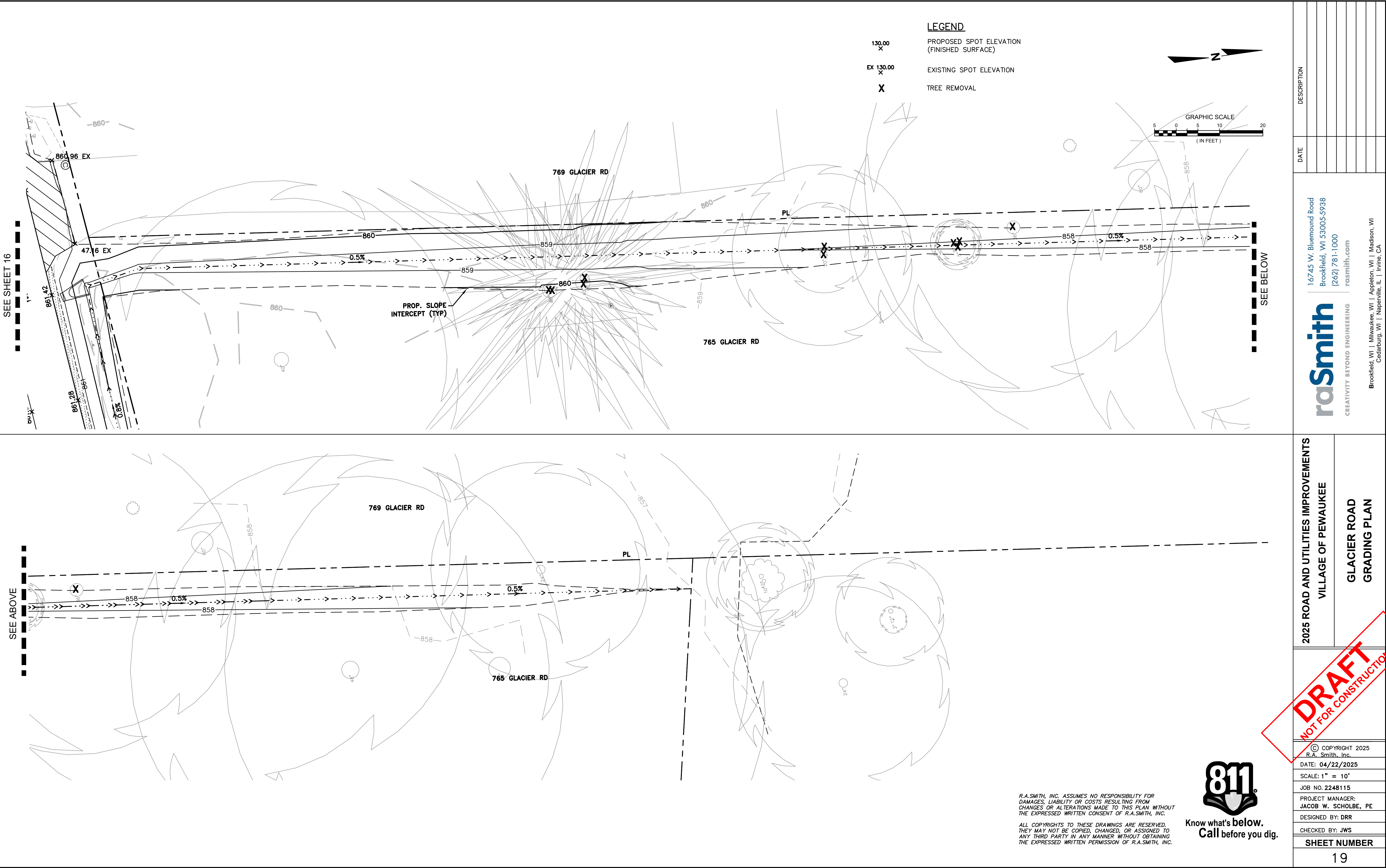
Drawing No. 169616-RMK
April 4, 2025

Line Table		
Line #	Direction	Length
L1	N06°26'32"E	25.65
L2	S78°56'26"E	15.05
L3	S83°31'32"W	15.39



raSmith
CREATIVITY BEYOND ENGINEERING

16745 W. Bluemound Road
Brookfield, WI 53005-5938
(262) 781-1000
rasmith.com



2025 ROAD AND UTILITIES IMPROVEMENTS VILLAGE OF PEWAUKEE	GLACIER ROAD GRADING PLAN
© COPYRIGHT 2025 R.A. Smith, Inc.	
DATE: 04/22/2025	
SCALE: 1" = 10'	
JOB NO. 2248115	
PROJECT MANAGER: JACOB W. SCHOLBE, PE	
DESIGNED BY: DRR	
CHECKED BY: JWS	
SHEET NUMBER	
19	

DESCRIPTION	DATE	16745 W. Bluemound Road Brookfield, WI 53005-5938 (262) 781-1000 rasmith.com	raSmith CREATIVITY BEYOND ENGINEERING	Brookfield, WI Milwaukee, WI Appleton, WI Madison, WI Cedarburg, WI Naperville, IL Irvine, CA



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

April 24, 2025

Property Owner, Glacier Road, Village of Pewaukee

Re: Proposed 2025 Street Reconstruction and Utility Project – Glacier Road

Dear Resident,

The Village's Capital Improvement Plan includes the reconstruction of Glacier Road from W. Wisconsin Avenue to the terminus located approximately 1,300 feet to the west. This project is in the final design stage. It is critical for the Village to be able to obtain permission from some lot owners to be able to accomplish some of the work tasks. Currently, the main storm sewer drainage pipe that is not open for drainage at the downstream end so the drainage pattern needs to be redesigned. With some reditching and improving an existing side yard lot swale, the drainage can be improved to allow runoff to be conveyed from Glacier Road to the wetland area. For this project, some easements are needed from lot owners.

A drainage easement is needed from the below listed owner names and addresses:

Jason Pedersen and Mary Pedersen
765 Glacier Road
Pewaukee, WI 53072

Water main easements are needed from the below listed owner names and addresses:

Daniel J. Merkel
769 Glacier Road
Pewaukee, WI 53072

Gregory Howe and Jon Howe
762 W. Wisconsin Avenue
Pewaukee, WI 53072

Attached are the easement exhibit and signature documents to be able to grant the Village a drainage easement to install the drainage swale. You are not required to grant the Village this easement. I am requesting your signature on these documents to grant the easement to allow the project to occur. If you do not wish to grant the drainage easement, then the Village will not complete this project. If you have a mortgage on your property, then your mortgagee will also likely need to sign the mortgagee certificate.

If you have any further comments, questions, or concerns, please call me at 262-691-5694.

Sincerely,

David M. Buechl, P.E., P.L.S.
Director of Public Works/Village Engineer



To: Jeff Knutson, President
Trustees of the Village Board

From: Matt Heiser
Village Administrator

Date: August 1, 2025

Re: August 5, 2025 Village Board Meeting Agenda Item 8(h)
Review, discussion, and possible action on notice of claim filed by Carol Redjinski. The Village Board of the Village of Pewaukee will enter into closed session pursuant to Wis. Statute Section 19.85(1)(g) for 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 the aforementioned claim. After conclusion of any closed session, the Village Board will reconvene in open session pursuant to Wis. Statute Section 19.85(2) for possible additional review, discussion, and action concerning this agenda item and to address the remaining meeting agenda.

BACKGROUND

On July 8, 2025 the Village Clerk received a notice of claim from Carol Redjinski filed against the Village. The matter was forwarded to the Village insurance company for investigation and review.

ACTION REQUESTED

None.

ANALYSIS

The Village Attorney will lead the Board through a discussion.

Attachment:

1. Notice of Claim from Carol Redjinski.

RECEIVED

JUL 08 2025

7-8-25

NOTICE OF CLAIM

Carol Redjinski
1088 Quail CT. APT. 255
Pewaukee, WI. 53072
Phone 262 617-4449

I Am seeking \$5,000.⁰⁰ For injuries
And pain + suffering
In addition To any medical expenses
That I would be required To pay
I Haven't received medical bills yet.

Incident happened AT approximately
12:30 PM on June 7, 2025
Location - Capitol Drive - in The Area
between Kiwanis Park AND AN
apartment building.

I HAVE pictures on my phone That I
could Text IF needed.

There IS A manhole cover That is
sunken into The concrete sidewalk,
which raises The concrete Around The
manhole cover Approximately 3 inches
higher. IT IS Very unsafe because
IT causes sidewalk To be uneven. For
anyone walking or riding A bike etc.
My foot Twisted on the raised concrete
and I tripped And fell.

RECEIVED

JUL 10 1964

I WAS taken by Ambulance To Waukesha memorial Hospital. IT WAS determined that I have a fractured right ARM, Fractured Left Ankle, my Left hand WAS extremely INJURED resulting in Severe Black AND Blue large Areas AND LOTS OF pain. ^(Swollen) Areas)

CT SCAN WAS done AS I hit my head ON The concrete when I Fell. Had injury and bruising. I have various cuts AND bruises ON Various parts of my body.

I don'T believe This HAZARD should be on Any public sidewalk.

Carol Redzinski
7-8-25

1000
1000