



CALL TO ORDER

ROLL CALL

STATEMENT OF PUBLIC NOTICE

PUBLIC COMMENT City Residents and Taxpayers Only - Speakers will be limited to making comments related to all agenda items excluding closed session items relating to employment and labor issues. Comments will be limited to three minutes per speaker per agenda item. There will be no discussion by/with the Common Council during Public Comment.

COMMUNICATIONS FROM THE MAYOR'S OFFICE

CONSENT AGENDA

Approval of September 28, 2021 Common Council Minutes
[CCM2021.09.28.pdf](#)

Resolution #088-2021 - Approval of Agreement for Ambulance Services with Tess Corners Volunteer Fire Department
[CCR2021088-TC Rescue.docx](#)
[CCR2021088-TC Rescue Agreement.docx.pdf](#)

Resolution #089-2021 - Approval of Fire Protection Agreement with Tess Corners Volunteer Fire Department.
[CCR2021089-TCVFD.docx](#)
[CCR2021089-TCVFD Agreement.pdf](#)
[CCR2021089-TCVFD Addendum.pdf](#)

Resolution #090-2021 - Approval of Permanent Water Main Easement Granted by Muskego Lakes Estates, LLC.
[CCR2021090-Permanent Water Main Easement.docx](#)
[Staff Memo-Water Main Easement Muskego Lakes Estates LLC.docx](#)
[Muskego Lakes Estates - Easement.pdf](#)

Resolution #091-2021 - Approval of a One-Lot Certified Survey Map - Hilmer/DeBack
[CCR2021091-CSM-Hilmer.docx](#)
[PC_063-2021_RESOLUTION.pdf](#)
[PC_063-2021_SUPPLEMENT.pdf](#)
[PC_063-2021_SUBMITTAL.pdf](#)
[PC_063-2021_MAP.pdf](#)

Resolution #092-2021 - Approval of Stair Crest Developer's Agreement
[CCR2021092-Developer's Agreement-PHW Muskego \(Stair Crest\).docx](#)
[Staff Memo-PHW Muskego, Inc. \(Stair Crest\) DA.docx](#)
[CCR2021092-Attachment.pdf](#)

Resolution #093-2021 - Approval to Alter a Platted Preservation Easement - Oakridge Glen Subdivision
[CCR2021093-Preservation Easement-Oakridge Glen.docx](#)
[PC_064-2021_RESOLUTION.pdf](#)
[PC_064-2021_SUPPLEMENT.pdf](#)
[PC_064-2021_SUBMITTAL.pdf](#)
[PC_064-2021_MAP.pdf](#)

Resolution #094-2021 - Establishing Ward Boundaries Using the 2020 Census Figures
[CCR2021094-Wards.docx](#)
[CCR2021094-Proposed Redistricting Plan - Map.pdf](#)
[CCR2021094-Proposed Redistricting - Population Ward Count.pdf](#)

Resolution #095-2021 - Acceptance of HR Audit Services Proposal as Submitted by MRA
[CCR2021095-MRA Proposal.docx](#)
[CCR2021095-Proposal.pdf](#)
[CCR2021095-Bio.pdf](#)

NEW BUSINESS

REVIEW OF COMMITTEE REPORTS

Plan Commission - September 7, 2021
[PCMinutes 09072021.pdf](#)

Finance Committee - September 14, 2021
[FCM20210914.pdf](#)

VOUCHER APPROVAL

Utility Vouchers - \$49,636.34
General Fund Vouchers - \$1,800,036.32
Wire Transfers for Payroll/Invoice Transmittals - \$382,684.33
[Vouchers - Total.pdf](#)
[Vouchers - Alpha Report.pdf](#)

CITY OFFICIALS' REPORTS

COMMUNICATIONS AND MISCELLANEOUS BUSINESS AS AUTHORIZED BY LAW

Updates from Aldermanic Liasons

- Muskego Senior Taxi - Alderperson Kapusta
- Muskego Festival Committee - Alderperson Terrence
- Muskego Historical Society - Alderperson Engelhardt
- Little Muskego Lake District - Alderperson Engelhardt
- Advanced Disposal Services Emerald Park Landfill Standing Committee - Alderperson Madden

FUTURE AGENDA ITEMS

ADJOURNMENT

NOTICE

IT IS POSSIBLE THAT MEMBERS OF AND POSSIBLY A QUORUM OF MEMBERS OF OTHER GOVERNMENTAL BODIES OF THE MUNICIPALITY MAY BE IN ATTENDANCE AT THE ABOVE-STATED MEETING TO GATHER INFORMATION; NO ACTION WILL BE TAKEN BY ANY GOVERNMENTAL BODY AT THE ABOVE-STATED MEETING OTHER THAN THE GOVERNMENTAL BODY SPECIFICALLY REFERRED TO ABOVE IN THIS NOTICE.

ALSO, UPON REASONABLE NOTICE, EFFORTS WILL BE MADE TO ACCOMMODATE THE NEEDS OF DISABLED INDIVIDUALS THROUGH APPROPRIATE AIDS AND SERVICES. FOR ADDITIONAL INFORMATION OR TO REQUEST THIS SERVICE, CONTACT MUSKEGO CITY HALL, (262) 679-4100.

CALL TO ORDER

Mayor Petfalski called the meeting to order at 6:08 pm.

ROLL CALL

Present: Alderpersons Hammel, Terrence, Kapusta, Engelhardt, Kubacki, and Madden. Also present: City Attorney Warchol, Public Works and Development Director Kroeger, Lead Planner Trzebiatowski, Finance & Administration Director Mueller; Assistant Finance & Administration Director Mustapich; Police Chief Westphal, and Assistant Deputy Clerk Roller. Absent: Alderperson Wolfe.

STATEMENT OF PUBLIC NOTICE

The Assistant Deputy Clerk stated the meeting was noticed in accordance with the open meeting law.

COMMUNICATIONS FROM THE MAYOR'S OFFICE

- The October newsletter is being mailed next week.
- Mayor's Proposed 2022 Budget has been distributed to the Aldermen at this meeting.
- The Hillendale Road Project should be completed and road should be open by October 12, 2021.
- Lake Meadows subdivision finishing up the roads completed by October 1, 2021.
- The Great Water Alliance there isn't much of a report as the City of Muskego has no input on this project.

PUBLIC COMMENT

Nick Wegner, W208S8119 Hillendale Drive, spoke against the Second Reading of Ordinance #1463 to rezone Marek/Russet Court from RS-1 to RS-2.

CONSENT AGENDA

Alderperson Engelhardt moved to approve the items under Consent Agenda. Alderperson Terrence seconded; motion carried. The following items were approved:

- Approval of September 14, 2021 Common Council Minutes
- Resolution #084-2021 - Authorize Final Distribution of Tax Incremental Districts #8 and #9 Funds
- Resolution #085-2021 - Establishing Traffic Regulations (No Parking Signs - Parkland Drive)
- Resolution #086-2021 - Establishing Traffic Regulations (Stop Signs - Ryan Drive)
- Resolution #087-2021 - Approval of Reduction of Bond Amount for Community Holdings, LLC (The Waters of Lake Denoon)

NEW BUSINESS

None

UNFINISHED BUSINESS

Ordinance #1463 - An Ordinance to Amend the Zoning Map of the City of Muskego (Marek/Russet Court - RS-1 to RS-2). Second Reading.

Lead Planner Trzebiatowski provided a brief summary of the ordinance explaining the zoning for the proposed development would be changed from RS-1 to RS-2.

Alderson Kubacki moved to approve. Alderson Madden seconded. The motion carried 4 to 2 by the following vote:

Aye: Aldersons Madden, Kubacki, Engelhardt and Hammel

Nay: Aldersons Kapusta and Terrence

Absent: Alderson Wolfe

REVIEW OF COMMITTEE REPORTS

- Finance Committee - August 10, 2021
- Public Works and Safety Committee - August 17, 2021
- Finance Committee - August 24, 2021

LICENSE APPROVAL

None

VOUCHER APPROVAL

Alderson Kubacki moved to approve Utility Vouchers in the amount of \$97,863.77. Alderson Madden seconded; motion carried.

Alderson Kubacki moved to approve General Fund Vouchers in the amount of \$751,990.26. Alderson Engelhardt seconded; motion carried.

Alderson Kubacki moved to approve Wire Transfers for Debt Service in the amount of \$630,997.63. Alderson Hammel seconded; motion carried.

Alderson Kubacki moved to approve Wire Transfers for Payroll/Invoice Transmittals in the amount of \$364,371.17. Alderson Hammel seconded; motion carried.

CITY OFFICIALS' REPORTS

None

COMMUNICATIONS AND MISCELLANEOUS BUSINESS AS AUTHORIZED BY LAW

Little Muskego Lake District - Alderson Engelhardt stated the next meeting is scheduled for October 7, 2021 at 7 pm.

FUTURE AGENDA ITEMS

None

ADJOURNMENT

Alderson Engelhardt moved to adjourn at 6:28 pm. Alderson Kubacki seconded; motion carried.

**COMMON COUNCIL - CITY OF MUSKEGO
RESOLUTION #088-2021**

**APPROVAL OF AGREEMENT FOR AMBULANCE SERVICES
WITH THE TESS CORNERS VOLUNTEER FIRE DEPARTMENT**

WHEREAS, It is necessary that the City of Muskego and the Tess Corners Volunteer Fire Department enter into an agreement for ambulance services.

NOW, THEREFORE, BE IT RESOLVED That the Common Council of the City of Muskego, upon the recommendation of the Committee of the Whole, does hereby approve the attached Agreement for Ambulance Services with the Tess Corners Volunteer Fire Department for the period January 1, 2022 through December 31, 2023.

BE IT FURTHER RESOLVED That the Mayor and Clerk-Treasurer are authorized to sign the Agreement in the name of the City and the City Attorney is authorized to make substantive changes to the Agreement as may be necessary in order to preserve the general intent thereof.

DATED THIS 12th DAY OF OCTOBER 2021.

SPONSORED BY:

COMMITTEE OF THE WHOLE

This is to certify that this is a true and accurate copy of Resolution #088-2021, which was adopted by the Common Council of the City of Muskego.

Clerk-Treasurer

10/21sm

AGREEMENT FOR AMBULANCE SERVICES FOR JANUARY 1, 2022 TO DECEMBER 31, 2023

1. Tess Corners Volunteer Fire Department, hereinafter referred to as TC Rescue, hereby agrees to provide ambulance rescue services, in the common meaning of those words, to the entire City of Muskego, hereinafter referred to as the City, whenever called upon to do so for the duration of this agreement.
 - a. TC Rescue shall supply ambulance vehicles, together with the necessary manpower to utilize said equipment and agrees to maintain locations within the City to house said vehicles and other necessary rescue apparatus.
 - b. TC Rescue shall promptly respond, upon being notified by the City's designated Dispatcher, to any location within the City's corporate limits, with the necessary ambulance apparatus as well as sufficient manpower to operate said apparatus, to render emergency medical services at the scene of such emergency.
 - c. Rescue services shall include both emergency medical care on the scene of an emergency, rendered by two (2) State certified emergency medical technicians as well as transportation by ambulance to a medical facility by two (2) EMT's or other qualified state licensed parties. Rescue services shall be provided but are not limited to instances involving trauma, medical emergencies, automobile accidents and water and ice rescue operations. Rescue services shall not include emergency response to incidents involving known "hazardous materials" as that term is commonly used in the fire service unless such personnel are qualified.
 - d. Services shall also include mutual aid response by fire departments or ambulance services from surrounding communities to assist TC Rescue should TC Rescue request aid from such departments. The need for such response shall be in the sole discretion of the TC Rescue official in charge at the time of call. There shall be no additional charge to the City for mutual aid response.
2. TC Rescue agrees to provide State certified Basic level EMT's on each of its ambulance calls and further agrees to provide at least one (1) State certified EMT Intermediate or higher on every first call.
3. TC Rescue shall obtain and maintain in full force and effect during the term of this contract and pay the premium thereon for the following policies of insurance. TC Rescue further agrees to secure vehicle, liability, property damage, and errors and omissions insurance for any and all actions of the said EMT's, officers, and department as a whole.
 - a. Workers Compensation policy.
 - b. Commercial General Liability policy with a combined single limit of not less than \$2,000,000 per occurrence for bodily injury, personal injury and property damage.
 - c. Automobile Liability policy for all vehicles with a combined single limit of not less than \$2,000,000 per occurrence for bodily injury and property damage.
 - d. Medical Malpractice policy for the rescue and ambulance services provided for in this agreement with a limit of not less than \$2,000,000 per occurrence.
 - e. A Certificate of Insurance shall be provided to the City evidencing that the above requirements have been met. In addition, TC Rescue shall provide the following written Endorsements to its insurance policies:

- 1) Naming the City as an additional insured
 - 2) Waiver of subrogation
 - 3) Primary and noncontributory insurance
 - 4) 30 day notice of cancellation
- f. Memorandum copies of the insurance policies shall be provided to the City upon request.
4. TC Rescue agrees to indemnify, defend, and hold harmless the City of Muskego, its elected and appointed officials, officers, employees, agents, representatives and volunteers, and each of them, from and against any and all claims, demands, damages, suits, and actions, including attorney's fees, caused by reason of any act, omission, fault, or negligence, whether active or passive, of TC Rescue or of anyone acting under its direction or control or on its behalf. The obligation to indemnify, defend, and hold harmless the City of Muskego, shall be applicable unless liability results from the sole negligence of the City of Muskego, its elected and appointed officials, officers, employees, agents, representatives and volunteers.
 5. TC Rescue will be responsible for any and all billings in regards to patient transports.
 6. This contract shall be in full force and effect starting on January 1, 2022 and ending on December 31, 2023.
 7. TC Rescue shall keep an accurate and full report on all rescue calls made, and submit the report quarterly.
 - a. This report shall list all individual calls for service.
 - b. This report shall include response zone and overall response time calculated from time of page for rescue response to first responder and ambulance arrival. The times listed shall be in detail to the minute.
 8. Each party agrees to provide notice to the other party at least (60) days prior to the expiration of this agreement if any contract terms are to be different as described herein for any subsequent contract term.

CITY OF MUSKEGO

**TESS CORNERS VOLUNTEER FIRE
DEPARTMENT**

Dated _____, 2021

Dated _____, 2021

Mayor Rick Petfalski

President

Clerk-Treasurer Sharon Mueller

Secretary

**COMMON COUNCIL - CITY OF MUSKEGO
RESOLUTION #089-2021**

**APPROVAL OF FIRE PROTECTION AGREEMENT WITH
TESS CORNERS VOLUNTEER FIRE DEPARTMENT**

WHEREAS, It is necessary that the City of Muskego and the Tess Corners Volunteer Fire Department enter into an Agreement for fire protection for the City's residents; and

WHEREAS, The Finance Committee has reviewed the attached Agreement and has recommended approval.

NOW, THEREFORE, BE IT RESOLVED That the Common Council of the City of Muskego, upon the recommendation of the Committee of the Whole, does hereby approve the Agreement for fire protection between the Tess Corners Volunteer Fire Department and the City of Muskego for the period January 1, 2022 to December 31, 2023.

BE IT FURTHER RESOLVED That the Mayor and Clerk-Treasurer are hereby authorized to sign the Agreement and the City Attorney is authorized to make substantive changes to it as may be necessary in order to preserve the general intent thereof.

DATED THIS 12th DAY OF OCTOBER 2021.

SPONSORED BY:

COMMITTEE OF THE WHOLE

This is to certify that this is a true and accurate copy of Resolution #089-2021 which was adopted by the Common Council of the City of Muskego.

Clerk-Treasurer

10/21sm

2022 - 2023 AGREEMENT

CITY OF MUSKEGO -- TESS CORNERS VOLUNTEER FIRE DEPARTMENT

AGREEMENT made by and between **Tess Corners Volunteer Fire Department**, a Wisconsin Corporation, hereinafter referred to as TCVFD and the **City of Muskego**, a Municipal Corporation of the State of Wisconsin, hereinafter referred to as the City.

IN CONSIDERATION of the mutual covenants herein contained, it is agreed:

That the term of this Agreement is January 1, 2022 to December 31, 2023.

The City will pay to TCVFD a payment of \$137,012.75 for 2022 services, payable upon receipt of the TCVFD's check ledger for the previous quarter detailing expenditures for those quarters.

TCVFD agrees to have its financial statements including work notes and financial Statements prepared quarterly in conformity with accounting principles.

Payment for Calendar Year 2023 services by the City to TCVFD shall be agreed upon by the parties following negotiations thereon which shall occur between June 1, 2022 and September 30, 2022 such that the agreed upon amount can be approved by the Common Council prior to the end of Calendar Year 2022. In the event the parties cannot agree on an amount for 2023 services, the amount paid for 2022 shall be extended through the term of this Agreement.

The City will fund an amount of \$707,700.00 for capital expenditures as itemized in Addendum 1.

Fire runs are to be made by TCVFD to any fire within the City's corporate boundaries in compliance with a call from any resident of said area.

TCVFD will furnish the necessary fire trucks, hoses, ladders, and miscellaneous firefighting equipment, and the volunteer fire fighting assistance made by any resident of the area to be served by TCVFD under this Agreement.

TCVFD will provide quarterly, or upon the request of the City, a report on Fire Department response activities to the Public Works and Safety Committee. This report shall list all individual calls for service. This report shall include the currently available report that shows incident number, unit, date, alarm and arrival time and response time. Specific individual response times and locations within the quarterly report may be requested by the Committee from time to time for the purpose of clarifying the individual specific response times.

TCVFD assumes all liability for damages caused by the negligent operation of its fire trucks or equipment, and agrees to obtain automobile liability insurance covering the operations of its trucks said insurance to have a minimum liability for bodily injury in the amount of \$2,000,000.00 Combined Single Limit. TCVFD shall provide separate written Endorsements to its General Liability Policy of Insurance for the following; Naming the City as an Additional Insured, Waiver of Subrogation, Primary and Non-Contributory Insurance Coverage and Thirty (30) Day Notice of Cancellation. A Certificate of Insurance along with said Endorsements shall be provided to the City upon request showing evidence of the above insurance requirements.

The City, recognizing the value of mutual aid agreements between fire departments, agrees to permit TCVFD to continue with such agreements. TCVFD needs to remain in compliance with the Department of Commerce standard requirements for Comm. 30 to continue receiving the 2% Fire Insurance Entitlement Dues.

TCVFD agrees to indemnify, defend, and hold harmless the City, its elected and appointed officials, officers, employees, agents, representatives and volunteers, and each of them, from and against any and all claims, demands, damages, suits, and actions, including attorney's fees, caused by reason of any act, omission, fault, or negligence, whether active or passive, of TCVFD or of anyone acting under its direction or control or on its behalf. The obligation to indemnify, defend, and hold harmless the City, shall be applicable unless liability results from the sole negligence of the City, its elected and appointed officials, officers, employees, agents, representatives and volunteers.

Each party agrees to provide notice to the other party at least sixty (60) days prior to the expiration of this agreement if any contract terms other than term and payment are expected to be different than as described herein for any subsequent contract term.

For valuable consideration acknowledged by each party, TCVFD hereby agrees that it will comply with any and all requirements of the law commonly known as the Wisconsin Open Meetings Law, the Wisconsin Open Records Law, and the Wisconsin Fair Labor Law.

Any previous contracts between the parties as to payments for services are hereby declared null and void as of January 1, 2022.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

TESS CORNERS VOLUNTEER FIRE DEPT.

CITY OF MUSKEGO

Dated: _____

Dated: _____

President

Mayor Rick Petfalski

Secretary

Clerk-Treasurer Sharon Mueller

Tess Corners Volunteer Fire Department Addendum #1			
2022 - 2023			
Capital Budget Summary			
Capital Item	2022	2023	Total
Fire Hose	\$5,000	\$5,000	\$10,000
Pagers	\$7,000	\$7,000	\$14,000
Fire Helmets		\$8,000	\$8,000
Fire Gear	\$45,000	\$0	\$45,000
Zoll X-Series	\$180,000		\$180,000
Hose Testing	\$10,000		\$10,000
Ambulance		\$325,000	\$325,000
Vehicle CAD/Modem Update	\$115,700		\$115,700
TOTALS	\$362,700	\$345,000	\$707,700

**COMMON COUNCIL - CITY OF MUSKEGO
RESOLUTION #090-2021**

**APPROVAL OF PERMANENT WATER MAIN EASEMENT
GRANTED BY MUSKEGO LAKES ESTATES, LLC**

WHEREAS, There are public water main pipes, which are maintained by the City of Muskego, on the property known as the Muskego Lakes Estates, LLC; and

WHEREAS, In order for the City to maintain these pipes properly, the City needs access to the property in the form of an Easement; and

WHEREAS, Based upon the above and for this purpose, the City has requested that a permanent Easement be granted to it by Muskego Lakes Estates, LLC; and

WHEREAS, On September 28, 2021, Richard Burbach, on behalf of Muskego Lakes Estates, LLC, signed an Easement granting the City access to the property for the purposes described therein.

NOW, THEREFORE, BE IT RESOLVED That the Common Council of the City of Muskego does hereby approve the attached Permanent Water Main Easement granted by Muskego Lakes Estates, LLC.

BE IT FURTHER RESOLVED That the Mayor and Clerk-Treasurer are authorized to sign the Easement and the City Attorney is authorized to make substantive changes as may be necessary in order to preserve the general intent thereof.

DATED THIS 12th DAY OF OCTOBER 2021.

SPONSORED BY

Ald. Kevin Kubacki

This is to certify that this is a true and accurate copy of Resolution #090-2021 which was adopted by the Common Council of the City of Muskego.

Clerk-Treasurer

10/21cmc



Reports and Presentations to Finance/Common Council

To: Finance/Common Council
From: Scott Kroeger
Department: Public Works & Development
Subject: Permanent Water Main Easement - Muskego Lakes Estates, LLC
Date: October 12, 2021

Background Information: Muskego Lakes Estates, LLC needs to provide a permanent water main easement in order for the City of Muskego to access the public water main. This area is on private property to the east of Muskego Lakes Estates and adjacent to Ryan Drive right of way.

City Attorney Warchol and City Staff have reviewed the proposed water main easement. Attached is the Water Main Easement for your review.

Key Issues for Consideration:

1. Water Main Easement

Recommendation for Action by Committee and/or Council: The Finance/Common Council approve the water main easement.

Date of Committee Action: October 12, 2021

Planned Date of Council Action (if required): October 12, 2021

Total \$ Needed: N/A

Fiscal Note(s): N/A

\$ Budgeted: N/A

Expenditure Account(s) to Be Used: N/A

(3/2019)

Permanent Water Main Easement

Document Title

Document Number

FOR AND IN CONSIDERATION of good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Muskego Lakes Estates, LLC, owner of the lands herein described (Grantor) does hereby grant unto the City of Muskego, Waukesha County, Wisconsin (Grantee) an easement with the right, permission and authority to enter upon, construct, install, inspect, test, operate, maintain, replace and repair water distribution mains (Facilities) together with appurtenances thereto, in, through, under, across, and upon the tract of land described as follows:

The location and legal description of the easement hereinbefore described with respect to the lands of the Grantor is shown on the documents attached hereto, marked "Easement Exhibit" and made a part hereof ("Easement Area").

Recording Area

Name and Return Address

Engineering Dept
City of Muskego
W182 S8200 Racine Ave.
Muskego, WI 53150

Parcel Identification Number (PIN)

1. Grantor hereby warrants that it has legal title to the lands which are the subject of this easement and that it has lawful authority to grant this easement. Further, Grantor shall defend the City of Muskego in its exercise of rights under the easement herein granted against any defect in title to the land involved, which existed on or before this grant, or the right of the Grantor to make the grant herein contained.
2. The right, permission and authority is also granted to Grantee, to trim and/or remove certain trees and/or brush where said trees and/or brush which are located in the Easement Area interfere with the installation or maintenance of the Facilities or represent a hazard to such Facilities.
3. The Grantor, its successors and assigns, covenant and agree to restrict the use within the Easement Areas as follows:
 - A. The Easement Area will only be put to uses consistent with this easement such as lawn areas, parking lots and driveways.

- B. No obstruction of access to the Facilities or its appurtenances shall be created in the future in that no building, trees or other structures or items that may interfere with inspection, maintenance or repair shall be located in the Easement Area.
 - C. The surface elevation of the land within the Easement Area shall not be raised or lowered without the prior written approval of the Grantee, which approval will not be unreasonably withheld.
 - D. Any site features, including but not limited to, light poles, private signs, building unit equipment, or etc. located in the Easement Area shall be the responsibility of the Grantor to protect and replace if in conflict with Facilities.
4. Grantors, their successors and assigns, covenants and agrees to permit and allow Grantee to have Facilities and its appurtenances to be installed at such time and in such location within the Easement Area as Grantee may deem necessary.
 5. Grantee and its agents shall have the right to enter upon the Easement Area for the purpose of exercising its rights herein acquired. Grantee agrees to restore or cause to have restored the Easement Area, as nearly as is reasonably possible, to the condition existing prior to such entry by the Grantee or its agents. This restoration, however, does not apply to any brush, trees, specific landscaping beyond turf restoration, specific pavement beyond typical concrete and asphalt pavement, pavers and/or specific surfaces, which may be removed at any time pursuant to the rights herein granted as these items shall be the sole responsibility of the Grantor to restore if needed.
 6. The undersigned understands that the Grantee could not condemn the easement across said lands without following Wisconsin Condemnation Law procedures which provide protection to the rights of the property owners including, but not limited to, obtaining an appraisal at the Grantee's expense and payment of fair compensation to the property owner. The undersigned wishes to grant a perpetual water main easement across said lands to the Grantee for good and valuable consideration to the Grantor and waive any and all condemnation rights which Grantor has including, but not limited to, the right to an appraisal, the rights to condemnation and any and all appeal rights.
 7. All the provisions in this Permanent Water Main Easement shall run with the land and be binding upon and inure to the benefit of the parties and their respective successors and assigns.

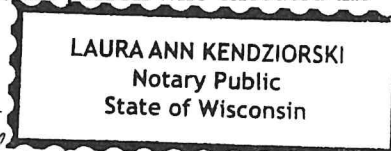
IN WITNESS WHEREOF, MUSKEGO LAKES Estates LLC Grantor, has caused these presents to be signed on this 28 day of September, 2021.

GRANTOR: Richard Burbach Signing member
Signature Title
RICHARD Burbach
Print Name

STATE OF WISCONSIN)
) SS
WAUKESHA COUNTY)

Personally came before me this 28 day of September, 2021, the above named Richard Burbach, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Laura Ann Kendzior
Notary Public



Waukesha County, Wisconsin
My Commission Expires: 01/15/2023

Common Council Approval

Accepted Pursuant to the Authority of Common Council on the ____ day of _____, 20__.

Richard Petfalski, Jr. Mayor

Sharon Mueller, City Clerk/Treasurer

STATE OF WISCONSIN)
) SS
WAUKESHA COUNTY)

Personally came before me this ____ day of _____, 20__, the above named Richard Petfalski, Jr. and Sharon Mueller, Mayor and City Clerk/Treasurer, respectively, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Notary Public

County, Wisconsin
My Commission Expires: _____

This instrument drafted by
Jeffrey J. Warchol
City Attorney
City of Muskego
W182 S8200 Racine Ave.
Muskego, WI 53130



EASEMENT EXHIBIT

Survey No. 18-0003

November 7, 2020

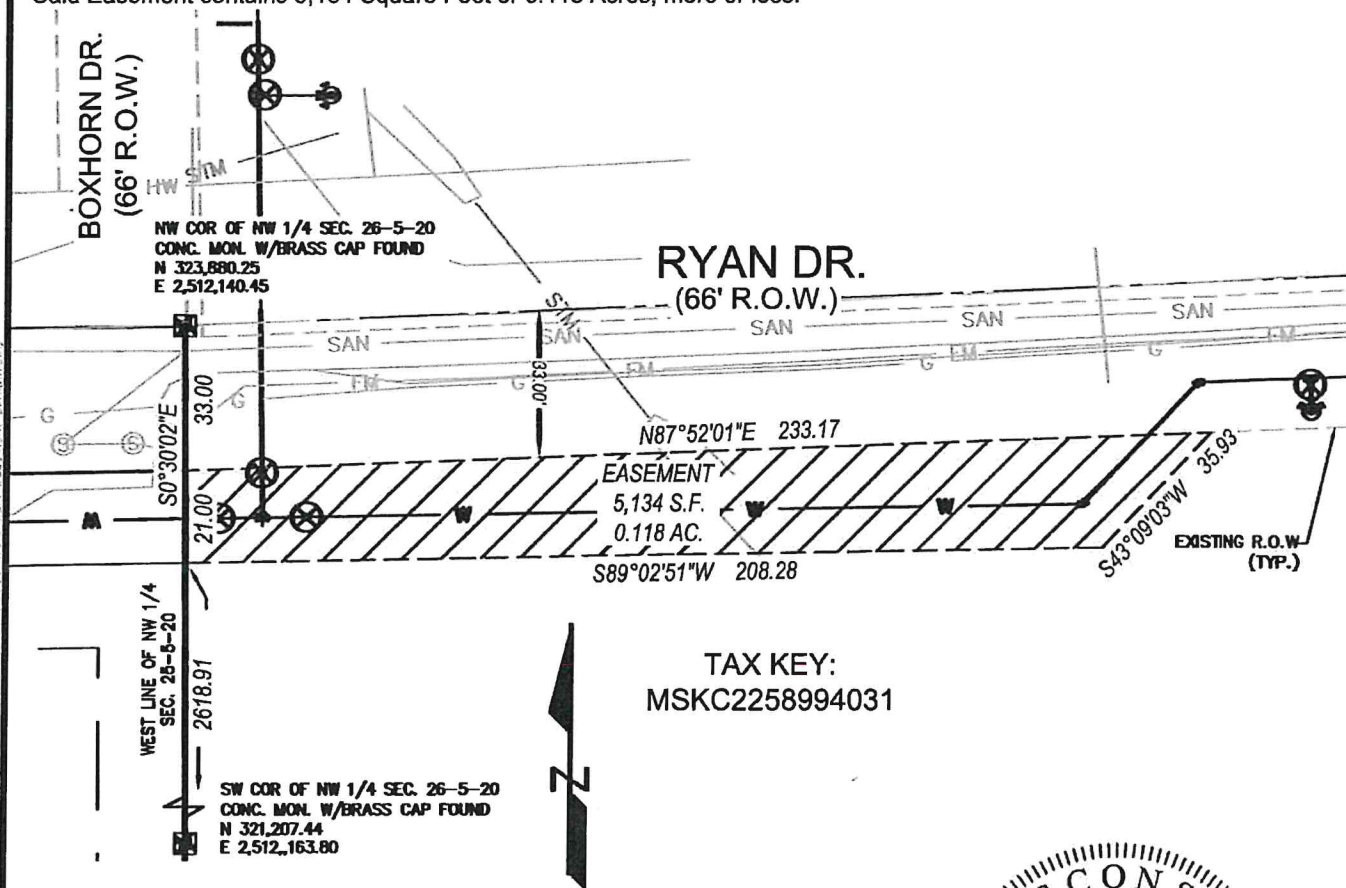
LOCATION: City of Muskego , Wisconsin

LEGAL DESCRIPTION:

An Easement located in the Northwest 1/4 of the Northwest 1/4 of Section 25, Township 5 North, Range 20 East, City of Muskego, Waukesha County, described as follows:

Commencing at the Northwest corner of the Northwest 1/4 of said Section 25, Thence S 0°30'02" E along the West line of said Northwest 1/4, 33.00 feet to the South line of Ryan Drive and the Point Of Beginning; Thence N 87°52'02" E along said South line of Ryan Drive, 233.17 feet; Thence S 43°09'03" W, 35.93 feet; Thence S 89°02'51" W, 208.28 feet to the West line of said Northwest 1/4; Thence N 0°30'02" W along said West line, 21.00 feet to the South line of Ryan Drive and the Point Of Beginning.

Said Easement contains 5,134 Square Feet or 0.118 Acres, more or less.



TAX KEY:
MSKC2258994031

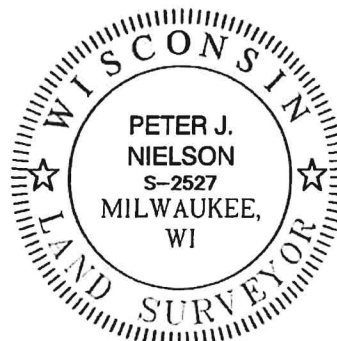


LYNCH & ASSOCIATES
ENGINEERING CONSULTANTS, LLC
5482 S. WESTRIDGE DRIVE
NEW BERLIN, WI 53151

440 MILWAUKEE AVENUE
BURLINGTON, WI 53185

(262) 402-5040

GRAPHIC SCALE
0' 20' 40' 60' 80'
1 INCH = 40 FEET
BEARINGS ARE BASED ON THE
WISCONSIN STATE PLANE
COORDINATE SYSTEM, SOUTH ZONE
(NAD '27). THE WEST LINE OF THE
NORTHWEST 1/4 OF SECTION 25-5-20
IS ASSUMED TO BEAR S 0°30'02"E.



Peter J. Nielson

**COMMON COUNCIL - CITY OF MUSKEGO
RESOLUTION #091-2021**

**APPROVAL OF A CERTIFIED SURVEY MAP
Hilmer/DeBack**

WHEREAS, A certified survey map was submitted by Matthew Hilmer for the Deback Property to finalize a one-lot land division for the property located at W198 S10856 Racine Avenue (Tax Key Numbers 2287.999.004 and 2288.996.003); and

WHEREAS, The Plan Commission adopted Resolution #P.C. 063-2021 recommending approval of the revised one-lot land division.

NOW, THEREFORE, BE IT RESOLVED That the Common Council of the City of Muskego, upon the recommendation of the Plan Commission, does hereby approve the certified survey map submitted by Matthew Hilmer to finalize a one-lot land division for the DeBack Property located at W198 S10856 Racine Avenue subject to the conditions outlined in Resolution #P.C. 063-2021.

BE IT FURTHER RESOLVED That this approval is subject to receipt of all fees required by the Land Division Ordinance, any special assessments which may be due, payment of any unpaid taxes, and approval of the City Engineer.

BE IT FURTHER RESOLVED That a digital file of this certified survey map shall be submitted to the City.

DATED THIS 12th DAY OCTOBER 2021.

SPONSORED BY:

Ald. Eileen Madden

This is to certify that this is a true and accurate copy of Resolution #091-2021, which was adopted by the Common Council of the City of Muskego.

Deputy Clerk

10/21cmc

RESOLUTION #P.C. 063-2021
APPROVAL OF A ONE LOT CERTIFIED SURVEY MAP FOR THE DEBACK PROPERTY
AS PROPOSED BY MATTHEW HILMER
LOCATED AT W198 S10856 RACINE AVENUE / TAX KEY NO. 2287.999.004 AND 2288.996.003

WHEREAS, A Certified Survey Map (CSM) was submitted by Matthew Hilmer for the Deback property for a one (1) lot land division located at W198 S10856 Racine Avenue / Tax Key Nos. 2287.999.004 and 2288.996.003, and

WHEREAS, The proposed lot is approximately 6.76 acres (294,681 SF) in size in size, and

WHEREAS, The property is zoned RS-2 Suburban Residence District and requires minimum lot sizes of 40,000 SF with a minimum average width of 220 feet per lot as municipal sewer is not available, and

WHEREAS, The 2020 Comprehensive Plan depicts the area for rural density residential uses and the proposed lot is consistent with the plan, and

WHEREAS, The lot will be served by a private water well, and

WHEREAS, The lot will be served by a private septic/mound system, and

WHEREAS, The remnant lots are approximately 1.85 acres and 90.15 acres in size, so only the smaller lot is included on the CSM as an outlot, and

WHEREAS, The Public Works and Safety Committee approved a waiver from the requirement that the public roadway improvements be constructed to the extent of their development prior to final approval of the CSM, and

WHEREAS, Staff will need to review the right-of-way dedication to determine if it would be in the best interest of the City and planning for the future to extend the right-of-way to the eastern edge of the proposed outlot.

THEREFORE BE IT RESOLVED, That the Plan Commission approves of a Certified Survey Map submitted by Matthew Hilmer for a one (1) lot land division located at S67 W21885 Racine Avenue / Tax Key Nos. 2287.999.004 and 2288.996.003, subject to technical corrections as identified by the City Engineers, and payment of all applicable fees and outstanding assessments if applicable.

BE IT FURTHER RESOLVED, The petitioner, or owner of the new lot will be responsible for their share of the public improvements costs at such time that the road is extended for any future development.

BE IT FURTHER RESOLVED, All technical corrections from the City will need to be addressed before the Certified Survey Map can be signed and recorded.

BE IT FURTHER RESOLVED, The petitioner may be responsible for additional right-of-way pending the outcome of staff review of extending the right-of-way to the eastern property line of Outlot 1.

BE IT FURTHER RESOLVED, A digital file of this CSM shall be submitted to the City in accordance with Common Council Ordinance No. 1118 and Resolution 196-2002.

Plan Commission
City of Muskego

Adopted:

Defeated:

Deferred:

Introduced: October 5, 2021

ATTEST: Adam Trzebiatowski AICP, Planning Manager

City of Muskego

Plan Commission Supplement PC 063-2021

For the meeting of: October 5, 2021

REQUEST: One (1) Lot Land Division – Certified Survey Map

W198 S10856 Racine Avenue / Tax Key Nos. 2287.999.004 & 2288.996.003

SE ¼ of Section 32

PETITIONER: Matthew Hilmer

INTRODUCED: October 5, 2021

LAST AGENDA: N/A

PREPARED BY: Adam Trzebiatowski, AICP

BACKGROUND PC 063-2021

The petitioner is proposing to split approximately 6.76 acres (294,681 SF) from the existing 3 acre and 95.5-acre parcels via Certified Survey Map (CSM). The proposed remnant parcels will then be approximately 1.85 acres and 90.15 acres in size. When remnant lots are greater than 20 acres they do not need to be included on the CSM so only the smaller 1.85-acre outlot is shown.

PLAN CONSISTENCY PC 063-2021

Comprehensive Plan:	The 2020 Plan depicts the areas for rural density residential uses. The proposal is consistent with the plan.
Zoning:	The property is zoned RS-2 Suburban Residence District. This zoning requires minimum lot sizes of 40,000 SF and an average lot width of 220 feet as municipal sewer is not available. Each lot will also have at least 80 feet of frontage on a dedicated right-of-way.
Parks and Conservation Plan:	The 2017-2021 Plan does not depict any park area on this property.
Street System Plan:	Right-of-way is being dedicated to extend Crystal Drive. The proposal is consistent with the Plan.
Adopted 208 Sanitary Sewer Service Area:	The lot will be serviced with private septic system. The proposal is consistent with the plan.
Water Capacity Assessment District:	The lot will be serviced via the private water wells. The proposal is consistent with the plan.
Stormwater Management Plan:	The Engineering Department will need to determine if a grading plan and/or stormwater management is required as part of the land division or upon construction of the new home.

DISCUSSION PC 063-2021

Upon initial review of the CSM, the bulk requirements of the code appear to be met. The main issue with the proposed CSM is the extension of the right-of-way and improvements for Crystal Drive. Crystal Drive currently ends in a cul-de-sac. The petitioner has requested and received a waiver from the Public Works and Safety Committee to the requirement that the public roadway improvements be constructed to the extent of their development prior to final approval of the CSM. Public improvements include the base course, asphalt pavement, storm sewer and curb and gutter. The petitioner is willing to dedicate the proper right-of-way for extending Crystal Drive with the land division. The petitioner, or owner of this property will be responsible for their share of the public improvement costs at such time that the road is extended for any future development.

The Crystal Drive right-of-way is proposed to be extended to the extent of the new lot being created. The right-of-way then dead ends into the center of Outlot 1 as identified on the CSM. Staff will need to review the right-of-way dedication to determine if it would be in the best interest of the City and planning for the future to extend the right-of-way to the east end of the outlot. This would create a second outlot, but would also be available for possible extension for further development if it would occur.

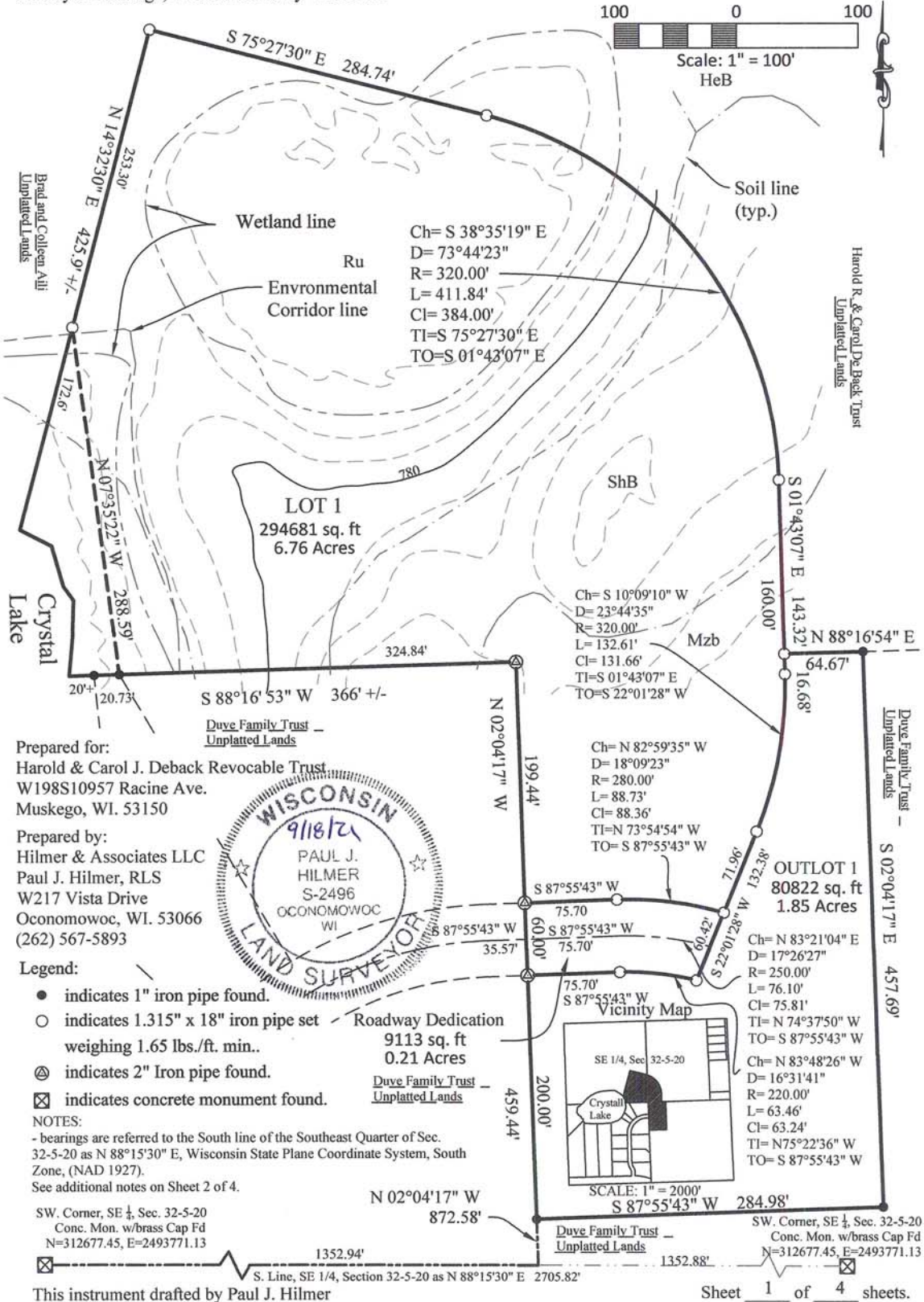
A technical review is in the process of being completed. All corrections/additions will be needed prior to the CSM can be signed by the City and recorded.

Staff recommends approval subject to meeting all items noted above and all technical corrections received from the Engineering Division. The Resolution is drafted accordingly.

STAFF RECOMMENDATION PC 063-2021**Approval of Resolution PC 063-2021**

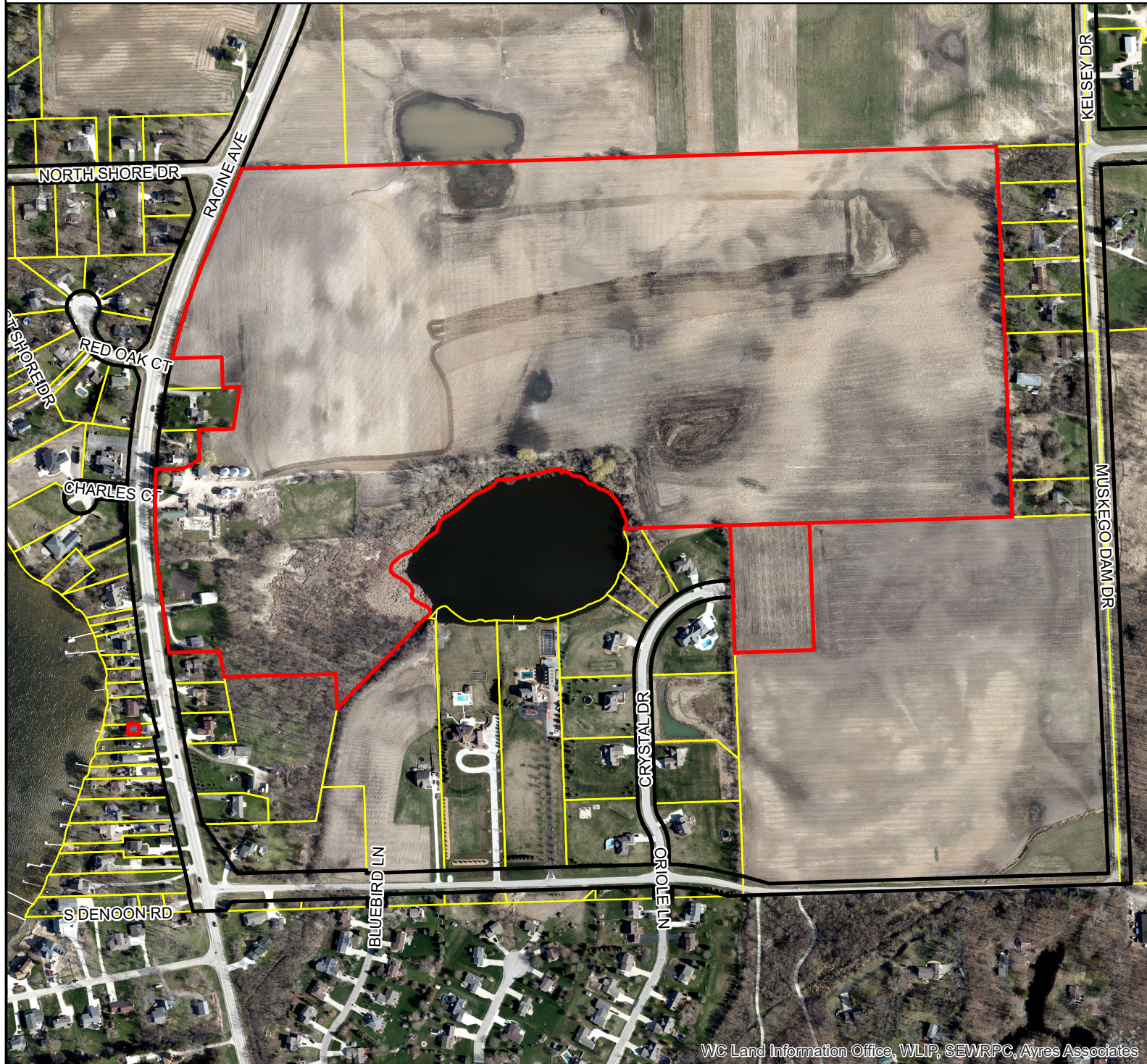
Certified Survey Map

A parcel of land being a part of Outlot 1, Certified Survey Map No. 10791, recorded on July 15, 2010 as Document No. 3757312 in Volume 104 on pages 224-227 in the office of the Register of Deeds, Waukesha and part of the Northeast Quarter, Northwest Quarter and Southeast Quarter of the Southeast Quarter of Section 32, Town 5 North, Range 20 East, in the City of Muskego, Waukesha County Wisconsin.



RESOLUTION #PC 063-2021

Supplemental Map



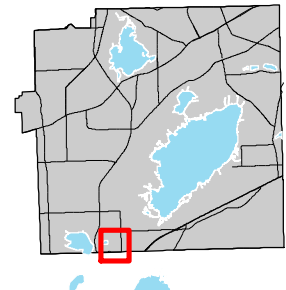
Matthew Hilmer
W198 S10957 Racine Avenue

- Agenda Item(s)
- Right-of-Way
- Properties



0 500 1,000 Feet

Prepared by City of Muskego Planning Department



**COMMON COUNCIL - CITY OF MUSKEGO
RESOLUTION #092-2021**

**APPROVAL OF THE PHW MUSKEGO, INC. (STAIR CREST)
DEVELOPER'S AGREEMENT**

WHEREAS, The PHW Muskego, Inc. (Stair Crest) and the City of Muskego wish to enter into a Developer's Agreement regarding the development on Janesville Road located on the site of the former Tess Corners School in the City of Muskego; and

WHEREAS, The Developer's Agreement is for the construction of public improvements at said location; and

WHEREAS, The Finance Committee has reviewed and recommended approval of the Agreement between PHW Muskego, Inc. (Stair Crest) and the City of Muskego to make and install certain public and private improvements reasonably necessary for the Development, conditioned upon the construction of said improvements according to approved plans, applicable City ordinances and written municipal specifications universally applied as of the date of the Agreement without cost to City; and

NOW, THEREFORE, BE IT RESOLVED That the Common Council of the City of Muskego, upon the recommendation of the Finance Committee, does hereby approve the attached Developer's Agreement between The PHW Muskego, Inc. (Stair Crest) and the City of Muskego for the Stair Crest Development.

BE IT FURTHER RESOLVED That the Mayor and Clerk-Treasurer are hereby authorized to sign the Agreements and the City Attorney is authorized to make substantive changes to them as may be necessary in order to preserve the general intent thereof.

DATED THIS 12th DAY OF OCTOBER 2021.

SPONSORED BY:

FINANCE COMMITTEE

This is to certify that this is a true and accurate copy of Resolution #092-2021, which was adopted by the Common Council of the City of Muskego.

Deputy Clerk

**STAIR CREST
DEVELOPER'S AGREEMENT**

Document Number

Document Title

This Agreement, made this ____ day of _____, 2021 by and between PHW Muskego, Inc. (the "Developer") and the City of Muskego, a municipal corporation of the State of Wisconsin, located in Waukesha County, hereinafter called the "City".

W I T N E S S E T H

WHEREAS, the Developer has submitted for approval by the City the development plans for the Stair Crest development, a part of the lands described as:

PARCEL 1: THAT PART OF THE SOUTH EAST QUARTER OF SECTION TWO (2) IN TOWN FIVE (5) NORTH, RANGE TWENTY (20) EAST, DESCRIBED AS FOLLOWS: BEGINNING ON THE QUARTER LINE TEN (10) CHAINS AND NINETY FIVE (95) LINKS SOUTH OF THE CENTER OF SAID SECTION TWO (2), AND THENCE RUNNING SOUTH

ON THE QUARTER LINE THREE (3) CHAINS AND NINETY SEVEN (97) LINKS, THENCE EAST TWO (2) CHAINS AND FIFTY (50) LINKS; THENCE NORTH PARALLEL TO THE QUARTER LINE THREE (3) CHAINS AND NINETY SEVEN (97) LINKS; THENCE WEST TWO (2) CHAINS AND FIFTY (50) LINKS TO THE PLACE OF BEGINNING, CITY OF MUSKEGO, WAUKESHA COUNTY, WISCONSIN.

PARCEL 2: ALL THAT PART OF THE SOUTHEAST 1/4 OF SECTION 2, TOWNSHIP 5 NORTH, RANGE 20 EAST, IN THE CITY OF MUSKEGO, WAUKESHA COUNTY, WISCONSIN DESCRIBED AS FOLLOWS, TO-WIT: COMMENCING AT A POINT ON THE NORTH AND SOUTH QUARTER SECTION LINE, DISTANT SOUTH 984.72 FEET FROM THE CENTER OF THE SAID SECTION, AND THENCE NORTH 88° 23' EAST ON THE SOUTH LINE OF SCHOOL LANDS AS DESCRIBED IN VOL. 210 OF DEEDS ON PAGE 226 OF WAUKESHA COUNTY RECORDS, 165.0 FEET TO THE POINT OF COMMENCEMENT OF THE LANDS HEREIN DESCRIBED. THENCE NORTH 566 FEET ON THE EAST LINE OF THE SAID LANDS AND SAID LINE EXTENDED TO THE CENTER LINE OF STATE TRUNK HIGHWAY #24; THENCE NORTH 58° EAST 18.80 FEET ON SAID CENTER LINE; THENCE SOUTH 24° 40' 25" EAST 625.2 FEET; THENCE SOUTH 88° 23' WEST ON FENCE BOUNDARY TO THE POINT OF COMMENCEMENT.

PARCEL 3: ALL THAT PART OF THE SOUTH EAST ONE QUARTER (SE1/4) OF SECTION NO. 2, TOWNSHIP NO. 5 NORTH, RANGE NO. 20 EAST, IN THE CITY OF MUSKEGO, WAUKESHA COUNTY, WISCONSIN, DESCRIBED AS FOLLOWS, TO- WIT: COMMENCING AT A POINT ON THE NORTH AND SOUTH QUARTER SECTION LINE DISTANT SOUTH 984.72 FEET FROM THE CENTER OF THE SAID SECTION; AND THENCE NORTH 88° 23' EAST ON THE SOUTH LINE OF EXISTING SCHOOL GROUNDS OF JOINT SCHOOL DISTRICT NO. 1, 442.0 FEET; THENCE NORTH 24° 46' 25" WEST ON NORTHEASTERLY LINE OF SAID SCHOOL GROUNDS 625.2 FEET TO THE CENTER LINE OF STATE TRUNK HIGHWAY "24"; THENCE NORTH 58° 00' EAST ON SAID CENTER LINE 100.0 FEET; THENCE SOUTH 24° 50' EAST 680.58 FEET; THENCE SOUTH 1° 37' EAST 332.90 FEET; THENCE SOUTH 88° 03' WEST 560.19 FEET TO NORTH-SOUTH QUARTER LINE AFORESAID; THENCE NORTH 336.25 FEET TO THE POINT OF BEGINNING.

Recording Area

Name and Return Address

City of Muskego
Planning Division
W182 S8200 Racine Ave.
Muskego, WI 53150

Parcel ID # (PIN):

MSKC 2168.961

PARCEL 4: THE FOLLOWING DESCRIBED REAL ESTATE SITUATED LYING AND BEING IN THE TOWN NOW CITY OF MUSKEGO, WAUKESHA COUNTY, WISCONSIN; VIZ: COMMENCING AT A POINT IN THE CENTER OF THE MILWAUKEE AND JANESVILLE PLANK ROAD IN THE NORTH AND SOUTH 1/4 LINE OF SECTION 2, TOWNSHIP 5 NORTH, RANGE 20 EAST, 7 CHAINS AND 73 LINKS SOUTH OF THE CENTER 1/4 POST OF SAID SECTION 2 AND RUN THENCE SOUTH ON THE 1/4 LINE 3 CHAINS AND 22 LINKS; THENCE EAST 2 CHAINS AND 50 LINKS; THENCE NORTH PARALLEL WITH 1/4 LINE 4 CHAINS AND 78 LINKS TO THE CENTER OF SAID PLANK ROAD; THENCE ON AND ALONG THE SAME SOUTH 59 3/4 DEGREES WEST, 2 CHAINS AND 95 LINKS TO THE PLACE OF BEGINNING.

EXCEPTING THEREFROM said Parcels 1-4, that part of said parcels which is conveyed IN QUIT CLAIM DEED RECORDED JULY 21, 1995, REEL 2093, IMAGE 412, AS DOCUMENT NO. 2053587;

AND FURTHER EXCEPTING THEREFROM said Parcels 1-4, those LANDS CONVEYED IN QUIT CLAIM DEED RECORDED AUGUST 17, 2004 AS DOCUMENT NO. 3195589.

WHEREAS, The Developer is required to make and install certain public improvements ("Improvements") reasonably necessary for the Development, conditioned upon the construction of said Improvements according to approved plans, applicable City ordinances and written municipal specifications universally applied as of the date of this Agreement, without cost to City; and

WHEREAS, The Public Works & Development Director and the City's Public Works & Safety Committee have duly approved, contingent on certain other approvals, Developer's plans and specifications for the Improvements, and the City's Plan Commission has duly approved the Development contingent in part upon the execution and performance of this Agreement by the Developer.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

SECTION I: DEVELOPMENT

1. **LAND USE.** The Development, as approved by Plan Commission Resolution #062-2019 and further modified by Plan Commission Resolution #060-2020, consists of a total of 80 senior independent living units, 20 assisted living units and 20 memory care units with the features per the referenced resolutions.
2. **PHASING.** Developer and City agree that this Agreement is for the installation of public and private improvements consisting of water, sanitary sewer, storm sewer, stormwater improvements, landscaping and grading and roadway work in one phase.

SECTION II : PLATTING/ZONING

1. This Developer's Agreement addresses the development of land for a senior housing development, all being under the Provisions of Sections 392 and 400 of the Municipal Code, and under the auspices of the approved PD - Planned Development District.
2. Developer shall entirely at its expense:
 - a) Concurrent with the execution of this Agreement tender a Letter of Credit in the amount required herein for the construction of improvements required by this Agreement. No construction activity, associated with any publicly dedicated utilities, may commence until this Agreement has been executed and recorded, and the Letter of Credit has been tendered.
 - b) Before any improvements found in Section III of this agreement begin, the Developer shall execute this Agreement, shall cause this Agreement to be recorded at the Waukesha County Register of Deeds, and shall provide City with evidence of recording.
 - c) Place and install monuments required by State Statute or City Ordinance.

SECTION III : IMPROVEMENTS:

City shall, within its jurisdiction, furnish the Developer such permits or easements as may be required to enter upon and install the water main, sanitary sewer and storm sewer improvements described herein.

Developer shall cause the construction of all Improvements called for by this Agreement to be carried out and performed in a good and workmanlike manner. Developer shall submit to the City valid copies of any agency permits that may be required in connection with the improvements, including, if necessary, the Wisconsin Department of Safety and Professional Services permits, and the Wisconsin Department of Natural Resources permits before construction commences and prior to any preconstruction meeting.

Developer shall entirely at its expense:

A. ROADS AND STREETS:

1. Grade and improve all roads and streets in accordance with the plans and specifications approved by the Public Works Committee including off-site improvements necessary to provide such roads and streets, including grading and gravel, curb and gutter, and asphalt street improvements, as approved by the Public Works & Development Director or his designee and Public Works Committee as indicated in the plans and specifications on file with the Engineering Department.
2. Restore any damage to existing pavement, curb, gutter, and landscaping which may result from construction of subdivision improvements.
3. Reimburse the City for the cost of all street signs, street lights, traffic signs and posts, including the cost of their installation.
4. Contractors working at the Development are required to clean up all mud, dirt, stone or debris on the streets no later than the end of each working day. In addition, the Developer shall have ultimate responsibility for cleaning up any and all mud, dirt, stone or debris on the streets until Final Acceptance has been granted by the City Council as described in Section VII, Final Acceptance. The City shall make a reasonable effort to require the contractor that placed the mud, dirt, stone or debris on the street, to clean up the same or to hold the subject property owner who hired the contractor responsible. The Developer shall clean up the streets within twenty-four (24) hours after receiving a notice from the City. If said mud, dirt, stone or debris are not cleaned up after notification, the City may do so at the Developer's and/or subject property owner's expense, at the option of the City.

B. WATER MAIN:

1. Construct, install, furnish, and provide without cost to City, a complete system of water supply and distribution, throughout the development, and including off-site improvements necessary to provide such system, as approved by the Public Works Director or his designee and Public Works Committee and in accordance with the plans and specifications on file in the Public Works & Development Department.
2. Apply for and pay for all necessary permits to use water from hydrants for construction permits, as may be required by the City.
3. Complete to the satisfaction of the City any punch list items concerning the water system prior to connection of any building to the water system.

C. SANITARY SEWER:

1. Construct, install, furnish, and provide without cost to City, a complete sanitary sewage collection system throughout the entire Development, and including off-site improvements necessary to connect such system

to the city's infrastructure, as approved by the Public Works & Development Director or his designee and the Public Works & Safety Committee in accordance with the plans, specifications and drawings on file in the Public Works & Development Department.

2. Complete, to the satisfaction of the Public Works & Development Director or his designee, any remaining punch list items concerning the Sanitary Sewer System prior to the dedication of any structure to the sanitary sewer systems.
3. Clean all sanitary sewers in the Development prior to acceptance of the Improvements and issuance of building permits by the City.
4. Request televising of the sanitary system by the City of Muskego and reimburse the City for the costs to complete the televising.

D. STORM AND SURFACE WATER DRAINAGE AND GRADING PLAN:

1. Construct, install, furnish and provide facilities as approved by the Public Works Director or his designee and Public Works Committee for storm and surface water drainage throughout the Development and off-site improvements as necessary, all in accordance with the plans and specifications on file in the Public Works & Development Department. The City retains the right to require the Developer to install at Developer's cost additional storm drainage and erosion control measures prior to acceptance of improvements by the City of Muskego.
2. Grade and improve the development in conformance with the grading plan as approved by the Public Works Director or his designee and Public Works Committee in accordance with the plans and specifications on file in the Public Works & Development Department. Restore with topsoil and seed. Establish dense vegetation.
3. The City retains the right to require Developer to install within the development (and immediately adjacent area if applicable and necessary), additional surface and storm water drainage measures if it is determined by the Public Works & Development Director, or their designee, that the original surface and storm water drainage plan as designed and/or constructed does not provide reasonable stormwater drainage pursuant to the City's ordinances, written procedures and policies.
4. Clean all Storm Sewers prior to acceptance of improvements and the issuance of occupancy permits by the City.
5. Execute and record a Maintenance Agreement as approved by the Public Works Director or his designee relating to privately owned storm water appurtenances and provide proof of recording. Keep and maintain all storm sewers, retention or detention ponds, and surface water drainage features which are outside of the rights-of-way in perpetuity, as provided for in the Maintenance Agreement.
6. Submit an as-built grading plan that meets all City requirements.

E. LANDSCAPING:

1. Preserve existing trees outside of the public right-of-way to the maximum extent possible, when installing the development improvements. Replace trees in accordance with plans to be approved by the Plan Commission.
2. Remove and lawfully dispose of destroyed trees, brush, tree trunks, shrubs and other natural growth, and all rubbish.
3. Plant street trees and site landscaping without cost to City in accordance with Section 392-45 of the Muskego Municipal Code and the adopted Urban Forestry Management Plan and Urban Forestry Strategic

Plan dated March 28, 2000 and adopted by the Common Council on July 11, 2000 and in accordance with street tree and landscape plans on file in the Public Works & Development Department that were approved by the Community Development Director and City Forester prior to the signing of this agreement. The planting of the street trees shall occur before the installation of the final course of pavement with the Public Works & Development Director's approval of planting schedule.

4. The City has the right to trim and remove any landscaping features which would interfere with safe operation and maintenance of the City right-of-ways and drainageways.

F. EROSION CONTROL MEASURES:

1. The Developer shall cause all grading, excavation, open cuts, side slopes and other land surface disturbances to be so seeded and mulched, sodded or otherwise protected that erosion, siltation, sedimentation and washing are prevented in accordance with the plans and specifications reviewed and approved by the Public Works & Development Director, the State of Wisconsin Department of Natural Resources, and Army Corps of Engineers, if applicable.
2. Construct, install, furnish and provide without cost to City, a complete system of Erosion Control Devices or measures in specified areas of the development, on and off-site, in accordance with the Erosion Control Plan as approved by the Public Works Director or his designee and Public Works Committee and in accordance with the plans and specifications on file in the Public Works & Development Department.
3. Install silt fencing in conformance with the approved Erosion Control Plan prior to the grading and construction work. Such fences shall be maintained by the Developer until such time as vegetative cover is established in the development. Install mulching and seeding of all disturbed areas to comply with Municipal Code Chapter 162.

SECTION IV: ADDITIONAL IMPROVEMENTS

The Developer hereby agrees that if, at any time after plan approval and during construction of the Improvements, the Public Works & Development Director determines that modifications to the plans including additional Improvements such as additional drainage ways, erosion control measures, and surface and storm water management measures are necessary in the interest of public safety, are necessary in order to comply with current laws or are necessary for implementation of the original intent of the Improvement plans, the City is authorized to order Developer, at Developer's expense, to implement the same. If Developer fails to construct the additional Improvement within a reasonable time under the circumstances, the City may cause such work to be carried out and shall charge against the financial guarantee held by the City pursuant to this Agreement. The requirement by the City of such additional Improvements as set forth herein must not negatively impact the development or cause or result in the loss of a lot/unit within the development.

SECTION V: TIME OF COMPLETION OF IMPROVEMENTS

The improvements set forth in Section III, Improvements, shall be completed by the Developer within eighteen (18) month from the signing of this Agreement or prior to occupancy of any unit(s)/building(s). Temporary occupancy can be granted and additional time can be allowed for outdoor items to be completed if seasonal concerns prohibit their completion.

If the City receives notice of the intention to terminate the Letter of Credit or Bond prior to completion of all of the improvements set forth in Section III, Improvements, such notice shall be considered a failure to complete improvements in accordance with this agreement and shall entitle the City to immediately draw against the Letter of Credit.

SECTION VI: AS-BUILT CONSTRUCTION PLANS

For private utilities the Developer can use its contractor or authorize City to prepare all necessary as-built construction plans. For public utilities, the Developer authorizes the City to prepare all necessary as-built construction plans for the Improvements to be dedicated to the City. Developer agrees to reimburse City for all costs incurred in the preparation and distribution of as-built data, including collection of data, revisions to construction documents and upload of data to City's Geographic Information System, and City may utilize Developer's Developers Deposit account for all charges related hereto.

SECTION VII: FINAL ACCEPTANCE

Throughout this Agreement, various stages of the development will require approval by the City. "Final Acceptance" as used herein, however, shall be the ultimate acceptance of all of the Improvements in the completed development as a whole and shall be granted specifically by resolution of the City Council. Final Acceptance shall be granted when substantial completion occurs, as determined by the City Council pursuant to the definition of substantial completion shown in Wisconsin Statutes Section 236.13(2)(am)(2). Granting Final Acceptance does not relieve the Developer of any obligations of this Agreement for uncompleted Improvements, and does not constitute a waiver, in particular, of the Developer's obligation to complete any other Improvements or obligations that may be outstanding at the time that Final Acceptance is granted.

SECTION VIII: DEDICATION AND ACCEPTANCE OF IMPROVEMENTS

Subject to all of the other provisions of this Agreement, Developer shall, without charge to the City, upon completion of the above described Improvements, unconditionally give, grant, convey and fully dedicate the water main, sanitary sewer and storm sewer facilities (excluding those facilities which are to be owned and maintained by the Stair Crest) to the City, its successors and assigns, forever, free and clear of all encumbrances (except those encumbrances that may be acceptable to the City) whatever, together with and including, without limitation because of enumeration, any and all land, structures, mains, conduits, pipes lines, plant, machinery, equipment, appurtenances and hereditaments which may in any way be a part of or pertain to such Improvements and together with any and all necessary easements for access thereto. The City will be receptive to the dedications of Improvements, except private storm water drainage facilities, after the storm sewer, sanitary sewer and water main has been installed, when all said utilities have been completed and approved by the Public Works & Development Director and other agencies as applicable.

Dedication shall not constitute acceptance of any improvement by the City. The City shall not accept the dedication of any Improvements which do not fully comply with approved plans, applicable City ordinances and written municipal specifications universally applied as of the date of this Agreement. Claims of financial hardship by the Developer shall not be considered a reason for the City to accept substandard materials or work.

The City shall have the right to connect to or integrate other utility facilities with the Improvements provided herein without payment, award, or consent required of the Developer, provided, however that connection to any facilities located on or under Developer's property shall require notice to Developer.

At such time as all improvements are completed and acceptable as called for under this Agreement, and all approvals have been received from regulatory agencies, such improvements shall be accepted by the City by separate Resolution. Acceptance shall not occur until after the items listed below have taken place OR if the Public Works & Development Director deems other items relating to the construction of the development necessary:

1. The water, sanitary sewer and surface water drainage facilities required to serve the building are connected with an operational system as required herein, and
2. Deed Restrictions and the Stormwater Management Maintenance Agreement have been recorded and a copy of the recorded documents are delivered to the Community Development Department, and

3. Certification is provided to the Public Works Director or his designee by a Registered Land Surveyor that all lot grades conform to the Master Grading Plan or the Interim Master Grading Plan and the as-built grading plan has been submitted to the Director of Public Works and he/she has verified all grades meet City standards.

SECTION IX: INSPECTION AND ADMINISTRATION FEES

Developer shall pay and reimburse the City in advance of the signing of the Agreement, in accordance with Section 392-13 of the Land Division Ordinance and Muskego Municipal Code Section 39-10, and at times specified herein, but in any event, no later than thirty (30) days after billing, all fees, expenses and disbursements which shall be incurred by the City prior to and following the date hereof in connection with or relative to the construction, installation, dedication and acceptance of the Improvements covered by Section III, including without limitation by reason of enumeration, design, engineering, preparing, checking and review of designs, plans and specifications, supervision, inspection to insure that construction is in compliance with the applicable plans, specifications, regulations and ordinances; and legal, administrative and fiscal work undertaken to assure and implement such compliance. Failure to pay or reimburse the City in a timely manner may cause the City to cease all construction inspections until such time as all anticipated or outstanding inspection and administration fees have been satisfied.

SECTION X: MISCELLANEOUS REQUIREMENTS

The Developer shall:

1. Easements: Provide any easements on Developer's land deemed necessary by the Public Works Director or his designee prior to accepting any public improvements and prior to any occupancy being granted for the use of the building.
2. Manner of Performance: Cause all construction called for by this Agreement to be carried out and performed in a good and workmanlike manner.
3. Survey Monuments: Properly place and install any lot, block or other monuments required by State Statute, City Ordinance or the Public Works & Development Director.
4. Underground Utilities: Install all electrical, telephone, cable and gas utilities underground. Coordination of installation and all costs shall be the responsibility of the Developer.
5. Permits: Provide and submit to the City upon the City's request, valid copies of any and all governmental agency permits.
6. Removal of Topsoil: The Developer agrees that no topsoil shall be removed from the development without approval from the Public Works & Development Director of which said approval shall not be unreasonably withheld.
7. Debris: Have ultimate responsibility for cleaning up debris that has blown from buildings under construction within the development until such time as all Improvements have been installed and building occupancy has been granted. The City shall make a reasonable effort to require the contractor responsible for the debris to clean up the debris or to hold the subject property owner who hired the contractor responsible. The Developer and/or subject property owner shall clean up the debris within forty-eight (48) hours after receiving a notice from the Public Works & Development Director. If said debris is not cleaned up after notification, the City will do so at the Developer's and/or subject property owner's expense.
8. Public Construction Projects: If any aspect of the development involves a public construction project subject to the State law, all requirements of the State Public Construction Bidding Law must be satisfied, including but not limited to, providing a performance bond.

SECTION XI: GENERAL CONDITIONS AND REGULATIONS

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

SECTION XII: GUARANTEES

The Developer shall guarantee the storm sewers, stormwater facilities, sanitary sewer and water main Improvements described in Section III, Improvements, against defects due to faulty materials or workmanship provided that such defects appear within a period of one (1) year from the date of acceptance. The Developer shall pay for any damages to City property resulting from such faulty materials or workmanship. This guarantee shall not be a bar to any action the City might have for negligent workmanship or materials. Wisconsin law on negligence shall govern such situation.

SECTION XIII: GENERAL INDEMNITY

In addition to, and not to the exclusion or prejudice of, any provisions of this Agreement or documents incorporated herein by reference, Developer shall indemnify and save harmless, and agrees to accept tender of defense and to defend and pay any and all reasonable legal, accounting, consulting, engineering and other expenses relating to the defense of any claim asserted or imposed upon the City its officers, agents, and employees, and independent contractors growing out of this Agreement as stated above by any party or parties except those claims asserted by Developer against City, its officers, agents and employees in an effort to enforce this Agreement.

- a) **Hold Harmless.** The Developer shall indemnify and hold harmless the City, its officers, agents, independent contractors, consultants, and employees from and against all claims, damages, losses, and expenses, including attorney's fees, arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss, or expense (i) is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom, and (ii) is caused in whole or in part by any negligent act or omission of the Developer, its officers, agents, independent contractors, and employees or anyone for whose acts any of them may be made liable. In any and all claims against the City, its officers, agents, independent contractors, and employees by the Developer, its officers, agents, independent contractors, employees, and anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be held liable, the indemnification obligation under this section shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Developer, its officers, agents, independent contractors, employees under Workers' Compensation Acts, disability benefit acts, or other employee benefit acts. The foregoing indemnity shall not apply to the negligence or willful misconduct of the City.
- b) **Personal Liability of Public Officials.** In carrying out any of the provisions of this Agreement or in exercising any power or authority granted to them thereby, there shall be no personal liability of the City officers, agents, independent contractors, consultant, and employees, it being expressly understood and agreed that in such matters they act as agents and representatives of the City.
- c) **Indemnification for Environmental Contamination.** The Developer shall indemnify, defend, and hold City and its officers, agents, independent contractors, consultants, and employees harmless from any claims, judgments, damages, penalties, fines, costs, or loss (including reasonable fees for attorneys, consultants, and experts) that arise as a result of the presence or suspected presence in or on the real property dedicated or conveyed to the City by, under, pursuant to, or in connection with the Development (including but not limited to street right of way) of any toxic or hazardous substances

arising from any activity occurring prior to the acceptance of all improvements. Without limiting the generality of the foregoing, the indemnification by the Developer shall include costs incurred in connection with any site investigation or any remedial, removal, or restoration work required by any local, State, or Federal agencies because of the presence or suspected presence of toxic or hazardous substances on or under the real property, whether in or on the soil, groundwater, air, or any other receptor. The City agrees that it will immediately notify Developer of the discovery of any contamination or of any facts or circumstances that reasonably indicate that such contamination may exist in or on the real property. Upon receipt of notice from the City or other entities, Developer shall investigate and rectify conditions which indicate the presence of or suspected presence of contamination on the subject property as identified by local, state, or federal agencies in order to comply with applicable laws.

- d) Developer shall at its expense, obtain and carry comprehensive general liability insurance with combined single limits of at least One Million Dollars (\$1,000,000.00) per occurrence and at least Five Million Dollars (\$5,000,000.00) aggregate, and at least One Million Dollars (\$1,000,000.00) property damage (or such higher amounts as the City shall from time to time deem reasonable). Such policy shall cover both Developer and the City and its agents, employees, and officials. A certificate of Developer's insurance shall be furnished to the City upon execution of this Agreement including separate endorsements naming the City as an additional insured, providing 30 days written notification of cancellation, naming the Developer's insurance as primary and non-contributory and waiving any rights of subrogation as to the City. Such policy shall provide that no act or default of any person other than the City or its agents shall render the policy void as to the City or effect the City's right to recover thereon.

SECTION XIV: CITY RESPONSIBILITY FOR IMPROVEMENTS:

The City shall not be responsible to perform repair or maintenance on any Improvements until the Improvements have been accepted by the City.

SECTION XV: AGREEMENT FOR BENEFIT OF PURCHASERS:

The Developer shall agree that in addition to the City's rights herein, the provisions of this Agreement shall be for the benefit of the purchaser of any lot in the Development. Further, that the sale of any lot or parcel shall not release the Developer from completing the Improvements provided for under this Agreement, by applicable Ordinances and as set forth in the plans and specifications on file in the Community Development Department.

SECTION XVI: CONSTRUCTION PERMITS, ETC.

The City shall, within its authority:

1. Issue such permits, adopt such resolutions, and execute such documents as may be necessary to permit the Developer to construct the Improvements in accordance with the plans and specifications called for by this Agreement, upon Developer's compliance with any deposit provisions or other requirements of the applicable ordinances or regulations.
2. Furnish the Developer such permits or easements as may be required to enter upon and install the previous described Improvements in any public street or public property.
3. Cooperate with the Developer in obtaining similar permits, resolutions and documents as may be necessary from other authorities having jurisdiction in the premises.
4. Make available to the Developer or their nominee, successors or assigns, permits for the construction of the building subject to the provision of Section XVII, Building and Occupancy Permits.

SECTION XVII: BUILDING AND OCCUPANCY PERMITS:

It is expressly understood and agreed that no buildings permit shall be issued until the Public Works & Development Director or his designee has determined that:

1. Any negative balance in Developer's Deposit is satisfied unless otherwise authorized by the Public Works & Development Director.
2. The Developer is not in default of any aspect of this Agreement.

It is expressly understood and agreed that no occupancy permit shall be issued until the Public Works & Development Director or his designee has determined that:

1. A letter of credit or bond pursuant to the requirements herein remains on file to guarantee compliance with any other obligations under the agreement.
2. The Resolution of the dedication and acceptance of Improvements is approved by the City.
3. All parameters of Resolution #PC 062-2019 and #PC 060-2020 have been met to the satisfaction of the Planning Manager.
4. Any negative balance in Developer's Deposit is satisfied unless otherwise authorized by the Public Works & Development Director.
5. The Developer is not in default of any aspect of this Agreement.

SECTION XVIII: RESERVATION OF RIGHTS AS TO ISSUANCE OF BUILDING PERMITS:

The City reserves the right to withhold issuance of any and all building permits if Developer is in violation of this Agreement, but no permits shall be unreasonably withheld.

SECTION XIX: FINANCIAL GUARANTEES:

1. **LETTER OF CREDIT:** Concurrent with the execution of this Agreement by the City, the Developer shall file with the City a Letter of Credit, in the City Attorney approved form, setting forth terms and conditions in the amount of \$727,632 which amount shall be approximately 120% of the estimated cost of improvements and other obligations pursuant to this Agreement. This shall be held by the City as a guarantee that the required plans and improvements will be completed by the Developer and its subcontractors no later than one (1) year from signing of the Agreement, except if another date is provided within this Agreement and as a further guarantee that all obligations to the subcontractors for work on the Development is satisfied and all other obligations pursuant to this Agreement have been satisfied. Instead of a Letter of Credit, Developer may deposit cash, a bond, a certified check or the equivalent in the same amount pursuant to the same terms and conditions as set forth in this Agreement. If at any time:
 - a) If, the Developer is in default of any aspect of this Agreement, or
 - b) The Developer does not complete the installation of the Improvements within one (1) year from the signing of this Agreement unless otherwise extended by this Agreement or by action of the City Council, or
 - c) The letter of credit or bond on file with the City is dated to expire sixty (60) days prior to the expiration of the same if the same has not been extended, renewed or replaced, per the terms of this Agreement or

- d) The Developer fails to maintain a letter of credit in an amount approved by Public Works & Development Director, and in a form approved by the City Attorney, to pay the costs of Improvements in the development per the terms of this Agreement,

the Developer shall be deemed in violation of this Agreement and the City Council shall have the authority to draw upon the financial guarantee.

2. Invoices: Invoices documenting public Improvements addressed and not addressed in the Letter of Credit, but attributable to the subject development shall be provided to the City.
3. Reduction of Letter of Credit Balance: The Developer shall provide Public Works & Development Director or his designee with a written request accompanied by: invoices for work completed for which a release is being requested, breakdown of invoices in the format of the Public Improvement Cost Breakdown form and signed original lien waivers for all work which is subject of the release request. The Public Works & Development Director or his designee will process all requests in accordance with policies adopted by the Finance Committee, as may be amended from time to time. The Public Works & Development Director shall not, however, reduce the financial guarantee with regard to amounts necessary to ensure compliance with obligations of this Agreement that are not improvement construction costs, unless (1) the Developer proves full compliance with such issues to the satisfaction of the Public Works & Development Director; or (2) 14 months have passed from the date of substantial completion as determined in Wisconsin Statute 236.13(2)(am)(1)(c) and no claims have been made against the City or by the City against the Developer in that regard.
4. DEVELOPER'S DEPOSIT: The Developer shall maintain a \$15,000.00 balance in the Developer's Deposit. No reduction of the Letter of Credit balance shall be entertained until the Developer's Deposit is satisfied unless otherwise authorized by the Common Council following a recommendation of the Finance Committee. Upon completion of the project, acceptance of improvements and payment of all project related costs, any unused balance remaining in Developer's deposit account shall be returned to Developer.
5. PRESERVATION OF ASSESSMENT RIGHTS:
 - a) Waiver of Notice. In addition to other remedies provided to the City by this Agreement, the City shall have the right, without notice or hearing, to impose special assessments for any amount to which the City is entitled by virtue of this Agreement relating to the Improvements or other Developer obligations pursuant to this Agreement. This provision constitutes the Developer's consent to the installation by the City of all Improvements required by this Agreement and constitutes the Developer's waiver of notice and consent to all special assessment proceedings as described in Section 66.0703(7)(b), Wis. Statutes.
 - b) Remedies not exclusive. The City may use any other remedies available to it under the Agreement or in law or equity in addition to, or in lieu of, the remedies provided herein.

SECTION XX: PARTIES BOUND:

Developer or its assignees shall be bound by the terms of this Agreement or any part herein as it applies to any phase of the development. This section allows for the City to enforce the terms and conditions of this agreement against all such assignees, but does not grant rights to assignees absent the City's written consent as described in Section XXII, Amendments and Assignment. Approval by the City shall not be deemed a waiver as the ultimate responsibility for the proper design and installation of streets improvements, drive and parking areas, drainage facilities, ditches, landscaping and all other improvements shall be the Developers. The fact that the City or it's engineers, or it's attorney, or it's staff may approve a specific project shall not constitute a waiver, or relieve the Developer from ultimate responsibility for the design, performance, and function of the Development and related infrastructure.

SECTION XXI: EXCULPATION OF CITY CORPORATE AUTHORITIES:

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

SECTION XXII: AMENDMENTS AND ASSIGNMENT:

Developer shall not assign this Agreement without the written consent of the City. The City and the Developer, by mutual consent, may amend this Agreement, by written agreement between the City and the Developer.

SECTION XXIII: NOTICES AND CORRESPONDENCE

Unless otherwise stated in this Agreement, the delivery of all notices and correspondence shall only be effective upon being delivered personally or sent by prepaid United States Postal Service certified mail with return receipt requested, to all parties as follows:

To City:
Planning Division
City of Muskego
W182 S8200 Racine Avenue
Muskego, WI 53150-0749
(262) 679-4136

To Developer:
PHW Muskego, Inc.
2845 Hamline Avenue
Roseville, MN 55113

All notices shall be considered to have been delivered at the time such notices are personally delivered to each party, or three (3) days after the date of postmark on any prepaid certified letter.

Parties to this Agreement shall give fifteen (15) days notice of any change of mailing address, telephone or facsimile number, or electronic mail address. Failure to provide said notice may constitute a default by the party.

SECTION XXIV: RECORDING

This Agreement shall be recorded against the development property and shall run with the land.

SECTION XXV: PARTIES TO THE AGREEMENT

IN WITNESS WHEREOF, Developer has caused this Agreement to be signed by its appropriate officers and their seals to be hereunto affixed in duplicate original counterparts on the date and year first written above.

A. PHW Muskego, Inc.:

By: _____

Its: _____

STATE OF WISCONSIN)
WAUKESHA COUNTY) SS

PERSONALLY came before me this ____ day of _____, 2021, _____, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Notary Public-State of _____
My Commission Expires _____

IN WITNESS HEREOF, City has caused this Agreement to be signed by its appropriate officers and their seals to be hereunto affixed in duplicate original counterparts on the date and year first written above.

B. CITY OF MUSKEGO:

BY: _____
Richard R. Petfalski, Jr., Mayor

BY: _____
Sharon Mueller, City Clerk-Treasurer

STATE OF WISCONSIN) SS
WAUKESHA COUNTY)

PERSONALLY came before me this _____ day of _____, 2021, the above named Richard R. Petfalski, Jr., Mayor, and Sharon Mueller, City Clerk-Treasurer of the City of Muskego, to me known to be the persons executed the foregoing instrument, and to me known to be such Mayor and City Clerk-Treasurer of said municipal corporation, and acknowledged that they executed the foregoing instrument as such officers as the deed of said municipal corporation by its authority and pursuant to the authorization by the Common Council from their meeting on the _____ day of _____, 2021.

Notary Public-State of Wisconsin
My Commission Expires _____

CERTIFICATION

This is to certify that the foregoing is a true and correct copy of the Developer's Agreement for Stair Crest, Muskego, Wisconsin, as entered into on the ____ day of _____, 2021 by and between _____, and the City of Muskego, pursuant to the authorization by the Common Council from their meeting on the ____ day of _____, 2021.

BY THE COMMON COUNCIL

Sharon Mueller, City Clerk-Treasurer

SUBSCRIBED AND SWORN TO BEFORE ME

This ____ day of _____, 2021.

My commission expires _____

This instrument drafted by:
Jeffrey J. Warchol, City Attorney
City of Muskego
W182 S8200 Racine Avenue
Muskego, WI 53150

**COMMON COUNCIL - CITY OF MUSKEGO
RESOLUTION #093-2021**

**APPROVAL TO ALTER A PLATTED PRESERVATION EASEMENT
Oakridge Glen Subdivision**

WHEREAS, A request was submitted by Paul and Jane Wagner to alter a platted preservation easement located in the SE ¼ of Section 3 (Tax Key Numbers 2172.062 and 2172.063/Lots 32 and 33 on Oakridge Lane in the Oakridge Glen Subdivision; and

WHEREAS, The petitioners intend to combine Lots 32 and 33 within the subdivision in order to construct a residence; and

WHEREAS, The alteration would remove 1,714 square feet of the existing preservation easement between the two lots and add 1,718 square feet of preservation easement along the outside offsets; and

WHEREAS, Removing the preservation easement from between the two lots will allow for larger areas of preservation easement on the outsides of the combined lots; and

WHEREAS, The Plan Commission adopted Resolution #P.C. 064-2021 recommending approval.

NOW, THEREFORE, BE IT RESOLVED That the Common Council of the City of Muskego, upon the recommendation of the Plan Commission, does hereby approve the alteration of the platted preservation easement in the Oakridge Glen Subdivision as stated above.

BE IT FURTHER RESOLVED That all of the restrictions listed on the plat remain applicable for the new preservation easement areas.

DATED THIS 12th DAY OCTOBER 2021.

SPONSORED BY:

Ald. Eileen Madden

This is to certify that this is a true and accurate copy of Resolution #093-2021, which was adopted by the Common Council of the City of Muskego.

Deputy Clerk

10/2021jmb

RESOLUTION #P.C.064-2021
RECOMMENDATION TO COMMON COUNCIL TO ALTER A PLATTED PRESERVATION
EASEMENT ON LOTS 32 AND 33 OF THE OAKRIDGE GLEN SUBDIVISION
(TAX KEY NOS. 2172.062 AND 2172.063 / OAKRIDGE LANE)

WHEREAS, A request was submitted by Paul and Jane Wagner for an alteration of the platted preservation easement located in the SE ¼ of Section 3 (Tax Key Numbers 2172.062 and 2172.063 / Lots 32 and 33 Oakridge Glen Subdivision / Oakridge Lane), and

WHEREAS, Oakridge Glen Subdivision was approved with a preservation easement that encompassed a large wooded area within the subdivision area and allows disturbance within specific building pads on each residential lot, and

WHEREAS, The petitioner will be combining lots 32 and 33 within the Oakridge Glen Subdivision in order to build their home, and

WHEREAS, Between the two lots is an extension of the preservation easement that encompasses the standard offsets of the lots, and

WHEREAS, The petitioners request would remove the 1,714 square feet of preservation easement between the two lots and add 1,718 square feet of preservation easement along the outside offsets, and

WHEREAS, removing the preservation easement from between the lots allows for larger areas of preservation easement on the outsides of the combined lots, and

WHEREAS, The Community Development Department does not see any problems with the requested easement modification as the original goals of preservation are maintained.

THEREFORE BE IT RESOLVED, The Plan Commission approves the Platted Preservation Easement Alteration located in the SE ¼ of Section 3 ((Tax Key Numbers 2172.062 and 2172.063 / Lots 32 and 33 Oakridge Glen Subdivision / Oakridge Lane).

BE IT FURTHER RESOLVED, All of the restrictions listed on the plat including the grading, stormwater and preservation easement remain applicable for the new preservation easement areas.

BE IT FURTHER RESOLVED, A copy of said plans must be kept on file and that all aspects of this plan shall be maintained in perpetuity unless otherwise authorized by the Plan Commission.

BE IT FURTHER RESOLVED, Failure to comply with the approval contained in this resolution shall result in the imposition of fines of \$100 per day, the initiation of legal action, or both.

Plan Commission
City of Muskego

Adopted:

Defeated:

Deferred:

Introduced: October 5, 2021

ATTEST: Adam Trzebiatowski AICP, Planning Manager

City of Muskego

Plan Commission Supplement PC 064-2021

For the meeting of: October 5, 2021

REQUEST: Platted Preservation Easement Alteration

Lots 32 and 33 of the Oakridge Glen Subdivision / Tax Key Nos. 2172.062 and 2172.063

SE ¼ of Section 3

PETITIONER: Paul & Jane Wagner

INTRODUCED: October 5, 2021

LAST AGENDA: N/A

PREPARED BY: Adam Trzebiatowski, AICP

BACKGROUND PC 064-2021

The petitioner's request is to alter the platted preservation easement on Lots 32 and 33 of the Oakridge Glen Subdivision. Originally the Oakridge Glen Subdivision was approved with a preservation easement that encompassed a large wooded area within the subdivision area and allows disturbance within specific building pads on each residential lot.

DISCUSSION PC 064-2021

The intent of the petitioner is to combine lots 32 and 33 within the Oakridge Glen Subdivision in order to build their home. The design of the home is too wide for a single lot, hence the need for two lots. Between the two lots is an extension of the preservation easement that encompasses the standard offsets of the lots. The petitioners request would remove the 1,714 square feet of preservation easement between the two lots and add 1,718 square feet of preservation easement along the outside offsets. The total square footage of the preservation easement will remain essentially the same (within 4 square feet) but would create somewhat larger preservation easement areas on either side rather than a 35' strip in the middle of two lots.

The Planning Division does not see any major problems/issues with the requested platted preservation easement alteration. In fact, removing the preservation easement from between the lots allows for larger areas of preservation easement on the outsides of the combined lots. All of the restrictions listed on the plat including the grading, stormwater and preservation easement remain applicable for the new preservation easement areas. As such, staff is recommending approval of the easement alteration.

STAFF RECOMMENDATION PC 064-2021

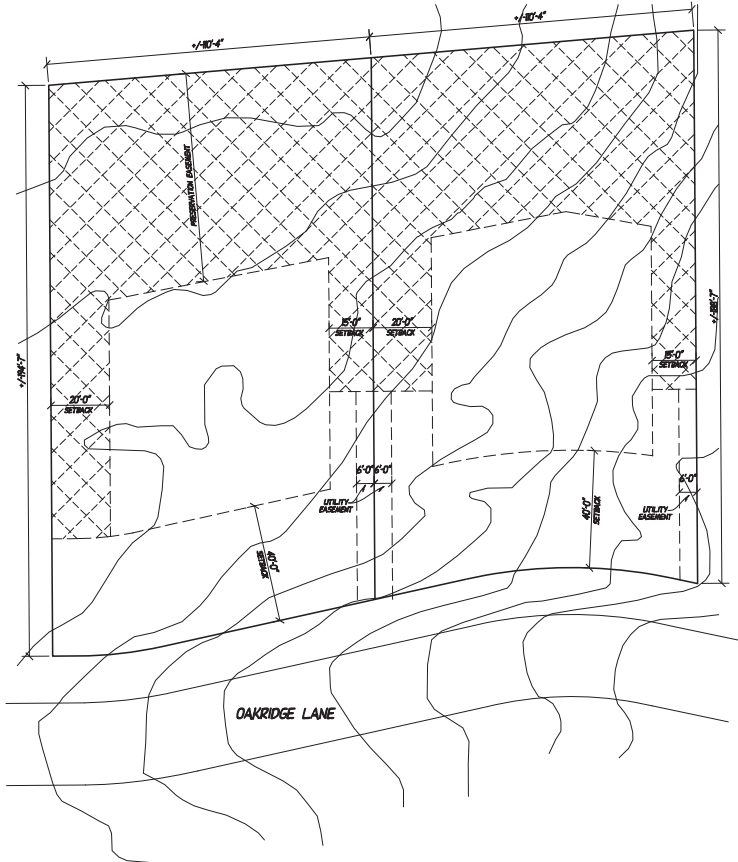
Approval of Resolution PC 064-2021

EXIST. LOT 32

SCALE: 1:20

EXIST. LOT 32 AREA: 21,067 SQ.FT.
EXIST. LOT 33 AREA: 20,008 SQ.FT.
TOTAL LOT AREA: 41,075 SQ.FT.

EXIST. LOT 32 PRESERVATION AREA: 10,117 SQ.FT.
EXIST. LOT 33 PRESERVATION AREA: 8,694 SQ.FT.
TOTAL PRESERVATION AREA: 18,811 SQ.FT.



EXIST. LOT 33

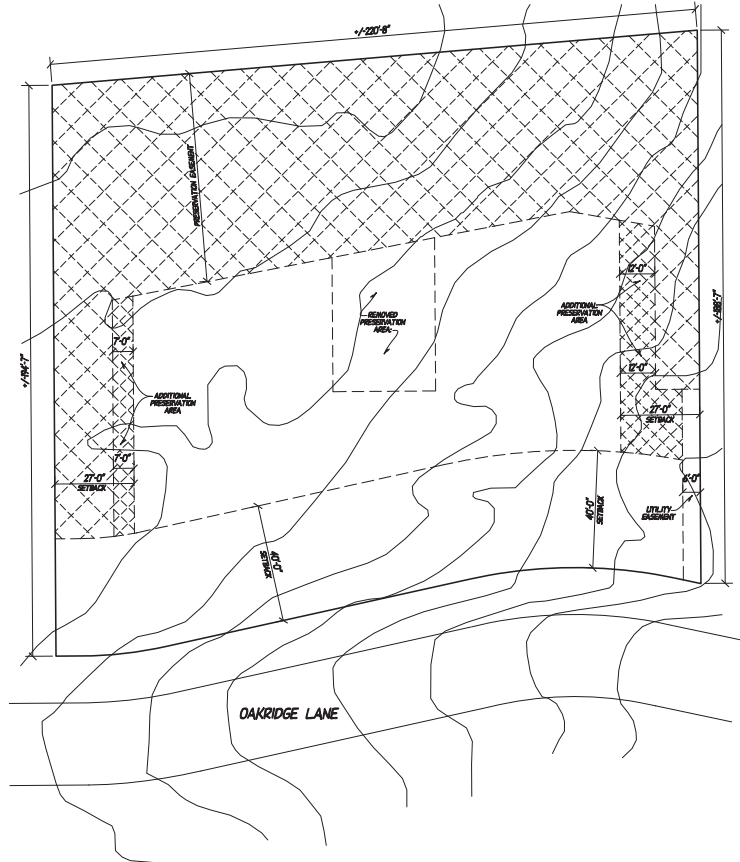
SCALE: 1:20

PROPOSED COMBINED LOTS

SCALE: 1:20

REMOVED PRESERVATION AREA: 1714 SQ.FT.
ADDITIONAL PRESERVATION AREA: 1718 SQ.FT.

TOTAL LOT AREA: 41,075 SQ.FT.
TOTAL PRESERVATION AREA: 18,815 SQ.FT.



8/24/15 9:25 AM

DESIGNED BY
E. TOM
DRAWN BY
E. TOM
CHECKED
E. TOM

JOB NUMBER
166221-D
SHEET NO.
1 OF 1

OWNER & PROJECT LOCATION
DR. & MRS. PAUL & JANE WAGNER
OWNER & SUBMITTER
CITY OF AUBURN, WA

BUILDER

THIS PLAN IS THE PROPERTY OF ARCHITECTURAL DESIGN SERVICES, INC. AND IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, WITHOUT THE WRITTEN PERMISSION OF ARCHITECTURAL DESIGN SERVICES, INC. THE USER OF THIS PLAN AGREES TO HOLD ARCHITECTURAL DESIGN SERVICES, INC. HARMLESS FROM ANY AND ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING ATTORNEY'S FEES, THAT MAY BE ASSERTED AGAINST ARCHITECTURAL DESIGN SERVICES, INC. BY ANY THIRD PARTY AS A RESULT OF THE USER'S USE OF THIS PLAN.

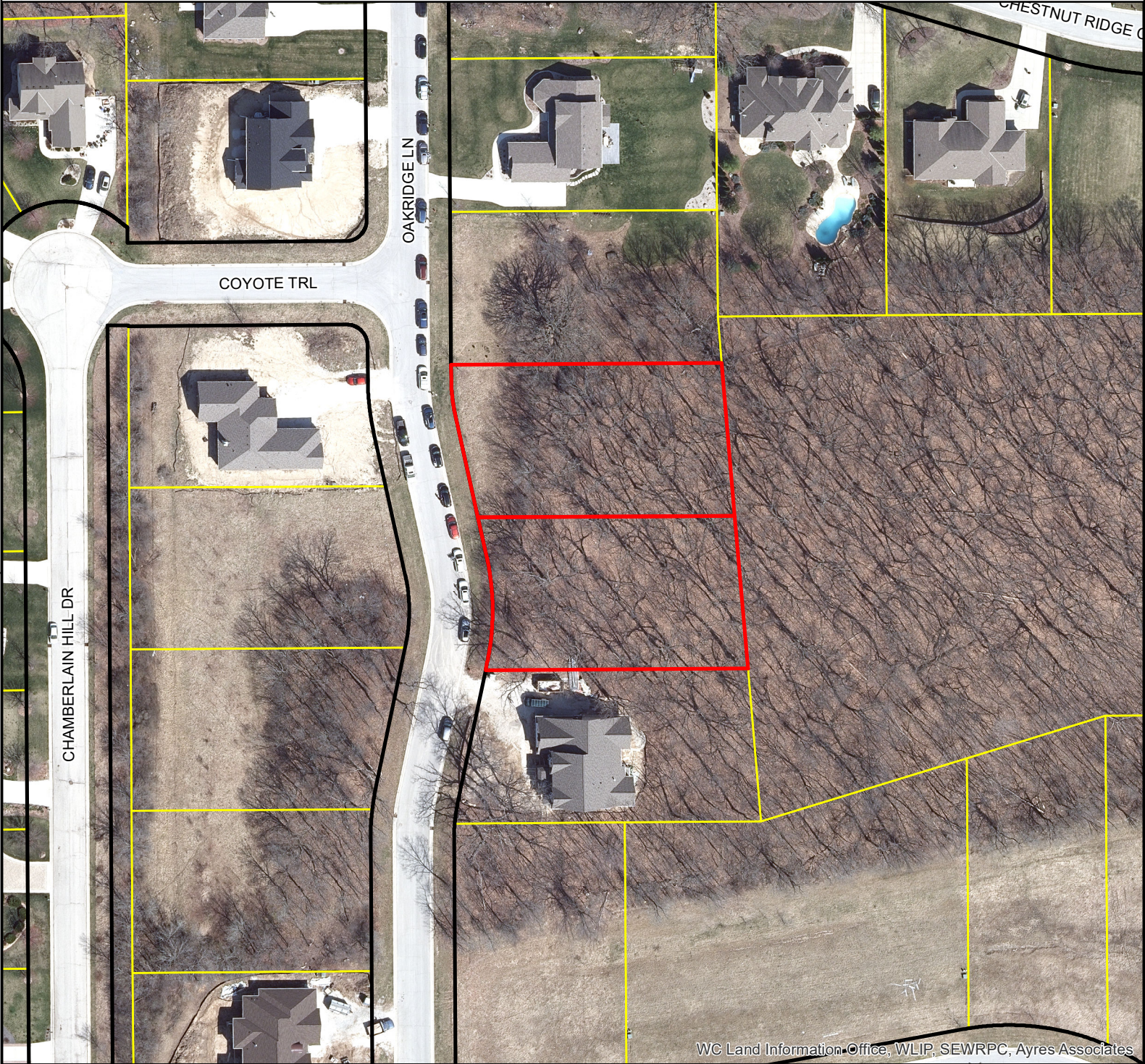
To: Planning Commission
From: Paul and Jane Wagner
Date: September 19, 2021
Re: Proposed combination of Lots 32 and 33 in Oakridge Glen Subdivision

- Paul and Jane Wagner (“The Petitioners”) have submitted an Offer to Purchase Lots 32 and 33 in Oakridge Glen Subdivision.
- The Offer to Purchase is contingent on the ability to combine Lots 32 and 33 into a single parcel.
- The Petitioners wish to build a single-family residence on the combined lots.
- The Petitioners are working with an architect to prepare the house design.
- It is anticipated that the width of the house will exceed the width of the building envelope of a single lot and, therefore, the Petitioners wish to combine the lots into a single parcel and place the house across the lot line between Lots 32 and 33.
- The existing plat map includes a preservation easement spanning the entire width of Lots 32 and 33 along the rear of each lot.
- The existing plat map additionally includes a preservation easement of approximately 1714 ft² extending forward from the rear-spanning preservation easement between the building envelopes on Lots 32 and 33.
- Combining Lots 32 and 33 would require that the existing preservation easement between the building envelopes be vacated.
- To compensate for vacating the preservation easement between the building envelopes, The Petitioners propose the addition of two new preservation easements totaling approximately 1718 ft².
- A first additional preservation easement would extend along the left side of the building envelope on what is presently Lot 32 and have a width of 7 feet.
- The approximate size of the first additional preservation easement is 567 ft².
- A second additional preservation easement would extend along the right side of the building envelope on what is presently Lot 33.
- The second additional preservation easement would have a width of 12 feet toward the rear of the building envelope and extend forward to the front of the building envelope.

- Because the existing plat map for Lot 33 has a partial preservation easement between Lots 33 and 34, the width of the second additional preservation easement would be 21 feet toward the front of the building envelope.
- The approximate size of the second additional preservation easement is 1151 ft².
- The left side of Lot 32 has an existing preservation easement of 20 feet and the right side of Lot 33 has an existing preservation easement of 15 feet.
- The combination of the existing preservation easement and the additional preservation easements will result in 27 total feet of preservation easement along each side of the combined parcel.
- A drawing of the two proposed preservation easements is attached.
- Additionally, there is presently a utility easement having a width of 12 feet extending into the front portion of the lots between Lot 32 and Lot 33 as well as between Lot 33 and Lot 34.
- A utility pad is present in the utility easement between Lot 32 and Lot 33.
- WE Energies is able to relocate the utilities to the utility easement between Lot 33 and 34 and will vacate the bump out portion of the utility easement extending between Lot 32 and Lot 33.
- Upon approval of the proposed combination of Lot 32 and 33, the revised preservation easement, and the revised building envelope, a condition to the Petitioners' offer to purchase will be satisfied.
- The Petitioners will then work with the City of Muskego to combine the two parcels into a single parcel in accordance with the attached drawing.

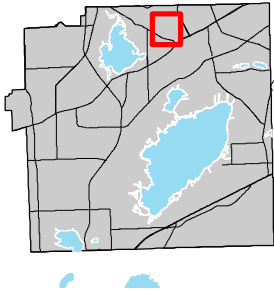
RESOLUTION #PC 064-2021

Supplemental Map



Paul & Jane Wagner
Lot 32 & 33 Oakridge Lane

- Agenda Item(s)
- Right-of-Way
- Properties



**COMMON COUNCIL - CITY OF MUSKEGO
RESOLUTION #094-2021**

**ESTABLISHING WARD BOUNDARIES
USING 2020 CENSUS FIGURES**

WHEREAS, Section 5.15 of the Wisconsin Statutes, requires every City, Village, or Town over 1,000 in population, to be divided into wards, according to the final published results of the most recent federal census, and

WHEREAS, City staff has divided the City into wards making a good faith effort to accommodate the "Tentative Supervisory District Plan" and creating a plan that permits the creation of lawful county supervisory districts and municipal aldermanic districts.

NOW, THEREFORE, BE IT RESOLVED By the Common Council of the City of Muskego, Waukesha County, Wisconsin, that the division of the City into 16 wards, as shown on the Official Ward Map is hereby approved and attached hereto and incorporated herein by reference.

BE IT FURTHER RESOLVED That this resolution shall be filed with the City Clerk, who shall transmit a copy to the County Clerk and the Legislative Reference Bureau within five days of adoption.

DATED THIS 12th DAY OF OCTOBER 2021

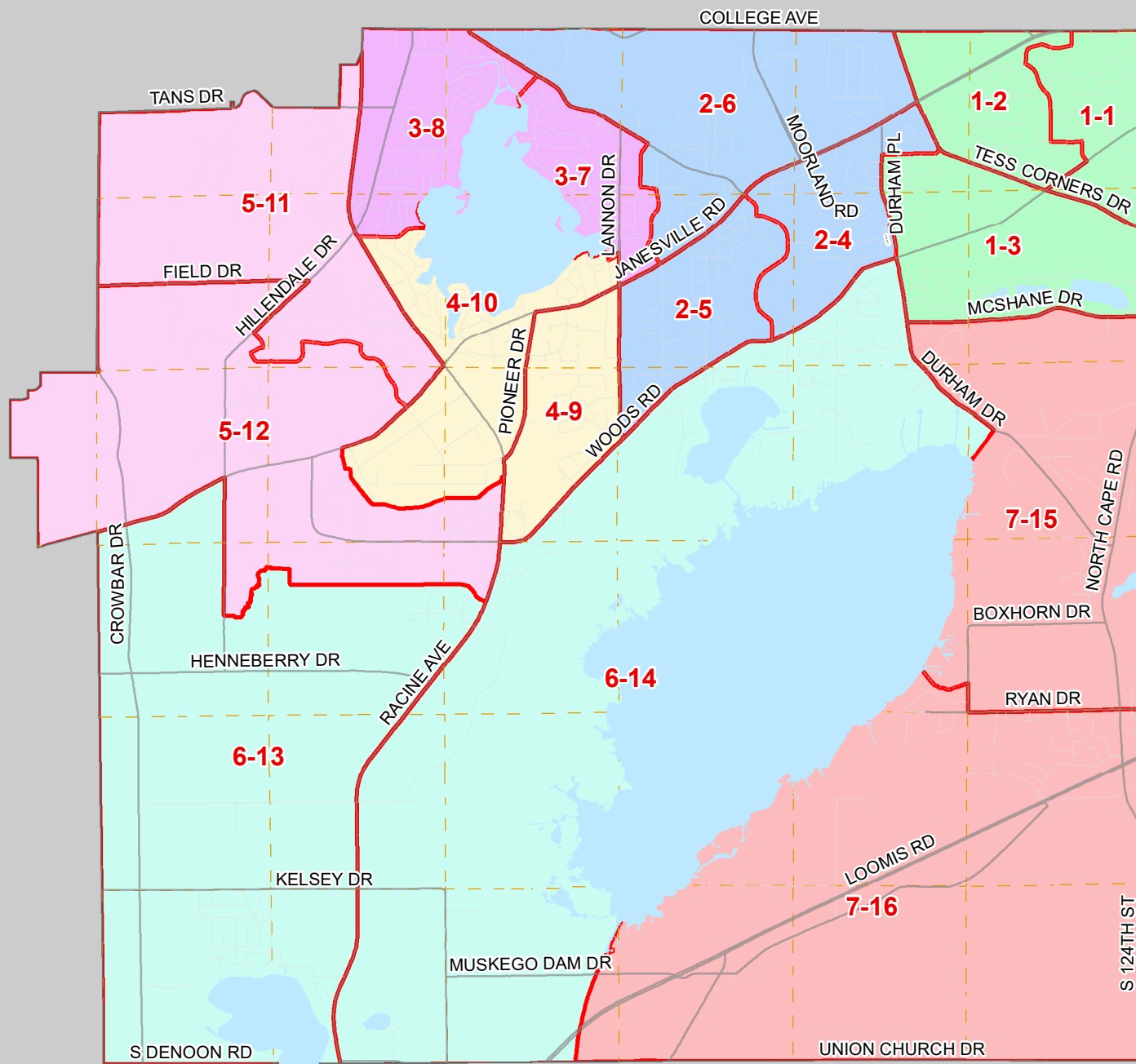
SPONSORED BY:

Mayor Rick Petfalski

This is to certify that this is a true and accurate copy of Resolution #094-2021, which was adopted by the Common Council of the City of Muskego.

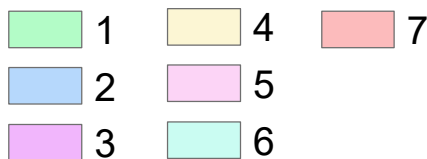
Clerk-Treasurer

10/12sem



Proposed Redistricting SM Plan 3

Aldermanic Districts



Ward Boundaries



Disclaimer: The data presented in this map has been arranged from various sources, each of which can cause varying degrees of inaccuracies or inconsistencies. Such discrepancies in data are inherent and in supplying this product to the public the City of Muskego assumes no liability for its use or accuracy. For questions or comments regarding oversight, adjustments, or updates please visit CityOfMuskego.org/directory for contact information.

Coordinate System: SPCS Wisconsin South (4803)
Projection: Lambert Conformal Conic
Datum: NAD83 National Spatial Reference System 2011
Map Units: Foot US
Map Revised: 10/5/2021



CITY OF MUSKEGO
PROPOSED REDISTRICTING PLAN
1 SPLIT DISTRICT

<u>Wards</u>		<u>Districts</u>		<u>Supervisory</u>	
				<u>23</u>	<u>24</u>
				<u>13,537</u>	<u>11,495</u>
1	1,183				
2	1,223				
<u>3</u>	<u>1,312</u>	<u>1</u>	<u>3,718</u>	<u>3,718</u>	
4	1,531				
5	1,723				
<u>6</u>	<u>1,338</u>	<u>2</u>	<u>4,592</u>	<u>4,592</u>	
7	1,455				
<u>8</u>	<u>1,662</u>	<u>3</u>	<u>3,117</u>		<u>3,117</u>
9	1,579				
<u>10</u>	<u>1,639</u>	<u>4</u>	<u>3,218</u>		<u>3,218</u>
11	1,614				
<u>12</u>	<u>2,052</u>	<u>5</u>	<u>3,666</u>		<u>3,666</u>
13	1,494			-	1,494
<u>14</u>	<u>1,991</u>	<u>6</u>	<u>3,485</u>	<u>1,991</u>	-
15	1,758				
<u>16</u>	<u>1,478</u>	<u>7</u>	<u>3,236</u>	<u>3,236</u>	
Total	<u>25,032</u>		<u>25,032</u>	<u>13,537</u>	<u>11,495</u>

**COMMON COUNCIL - CITY OF MUSKEGO
RESOLUTION #095-2021**

**ACCEPTANCE OF HR AUDIT SERVICES PROPOSAL
AS SUBMITTED BY MRA**

WHEREAS, The City's 2021 Operating Budget included funds for a full-time Human Resources position to be filled in the fourth quarter; and

WHEREAS, The Common Council determined that other options should be explored to fill the City's HR needs; and

WHEREAS, MRA gave a Power Point presentation at the September 23, 2021 Committee of the Whole Meeting to reflect how the company could meet the City's HR needs; and

WHEREAS, At the September 23, 2021 Committee of the Whole Meeting, it was determined that an HR Audit should be done; and

WHEREAS, MRA has submitted the attached HR Audit Services Proposal, which the Finance Committee has recommended be approved by the Common Council.

NOW, THEREFORE, BE IT RESOLVED That the Common Council of the City of Muskego, upon the recommendation of the Finance Committee, does hereby accept the attached HR Audit Services Proposal submitted by MRA.

BE IT FURTHER RESOLVED That the Mayor is authorized to accept the Proposal on behalf of the City and the City Attorney is authorized to make substantive changes as may be necessary in order to preserve the general intent thereof.

DATED THIS 12th DAY OF OCTOBER 2021.

SPONSORED BY:

FINANCE COMMITTEE

This is to certify that this is a true and accurate copy of Resolution #095-2021, which was adopted by the Common Council of the City of Muskego.

Clerk-Treasurer

10/21jmb

September 28, 2021
HR Audit Services Proposal
For
City of Muskego

Prepared by:
Deidre Garrett
Director, HR Services & Organization
Development
Deidre.Garrett@mranet.org
262.696.3677

Overview

The City of Muskego is considering an HR Audit to review their HR function. In addition, they would like MRA to meet with their leaders in all departments to determine what they need from HR and what improvements need to be made. The City of Muskego has requested a proposal for MRA to review their HR processes, help implement solid procedures, and provide the organization with a playbook for HR for the organization.

Approach

MRA has experienced HR Business Partners who are skilled HR professionals. MRA hires only the most talented HR professionals to be our employees. These are individuals who generally have a minimum of 15 years of progressive HR experience in diverse environments. They are practitioners who have experienced a wide range of HR situations and successfully developed solutions based on the needs of the organization.

MRA will assign an HR Business Partner to conduct the HR Audit for the City of Muskego. Our audit will cover the degree to which your organization is meeting its obligations under basic federal and state HR requirements.

The HR Audit will cover the following areas:

- Recruitment & Selection
- Employment Activities
- Recordkeeping
- Wage and Hour Requirements
- Leaves of Absence

Why MRA?

MRA is ideally suited to partner with the City of Muskego. MRA is an employers' association that has focused on HR for over 115 years. HR is our business and our experience developing, establishing, maintaining, and improving the HR function is vast. MRA has significant history and depth of experience in successfully providing human resource services to our members. As one of the largest non-profit employer associations in the U.S. today, we serve 4,000 employers covering 800,000 employees. What sets us apart is our commitment to work with you to provide flexible, tailored services that are based on the unique requirements of your business.

Our experience is extensive, and we are dedicated to helping our members create great environments for their leaders and their employees. MRA's HR Audit is a 'snap-shot' of your current methods and offers you the opportunity to self-correct. The audit identifies potential liabilities and areas for improvement in your HR function. When the HR Audit is completed, your assigned HR Business Partner will provide you with a report outlining the compliance gaps and areas that need to be addressed. They will also work with you to develop any needed enhancements or additional resources.



MRA can provide ongoing HR Business Partner support after the HR Audit is completed to ensure all gaps identified are corrected. Our HRBP's are solid technical contributors who excel in meeting our member's unique needs. They help with the day-to-day blocking and tackling as well as seeing your "big picture" through completion. They also understand the importance of HR driving business and strategy formation, partnering with all functions of an organization, and designing and creating strategies and action plans.

Each of our HRBP's are capable of supporting in a variety of areas including, but not limited to:

- Developing employee policies and procedures
- Creating and revising job descriptions
- Developing strategic human resources plans
- Administering benefits and coordinating open enrollment activities
- Coaching management and staff
- Identifying risks and improvement opportunities
- Writing and evaluating employee handbooks and manuals
- Administering onsite training on various HR topics
- Managing HR projects from beginning to end
- Developing change management processes and strategies
- Analyzing sensitive HR issues and recommending appropriate response plans

Investment

MRA bills for actual hours worked. This rate is guaranteed through 2021. Based on the current scope of the project, we estimate our professional fees as follows:

Service	Duration of Time	Member Rate
HR Audit	40-60 Hours	\$5,200 - \$7,800
HR Business Partner Support	Ongoing (3 days a week for 6 months)	\$95 per hour

Travel Costs

Additional expenses may include mileage at the standard IRS rate, and travel time at \$60 per hour for locations outside of a 20 mile/30-minute radius of MRA's office location. MRA passes through actual expenses for hotel accommodations and meals.

Payment Terms

MRA invoices monthly with payment due in 30 days.



Hire Away Fee

MRA invests in the careers, talents, and experience of our professionals. Over time, they become a valuable, trusted business partner and strengthen our members' business. Seeing first-hand the talents of our people, the organizations with whom we partner, on occasion, seek to hire an MRA employee during an assignment or shortly thereafter. This impacts MRA's ability to serve other members in the association who also use and value our professionals. If your organization hires an MRA employee during this assignment, or within six months of the assignment's completion, a one-time \$30,000 fee is assessed to cover the cost of replacing this valuable member resource.

About MRA

You have humans. We have resources.™

We serve 4,000 organizations annually covering nearly 1,000,000 employees in the areas of:

- HR Services
- Total Rewards
- Learning & Development
- Talent Management

MRA Code of Ethics - <https://www.mranet.org/about-mra#code-of-ethics>

Guaranteed. Absolutely.

MRA is dedicated to providing exceptional results. We're proud of it and back it up with a promise of complete satisfaction and a money back guarantee.





Kris Tominsek, SPHR, SHRM-SCP

HR Business Partner

Direct: 262.696.3418

Kris.Tominsek@mrnet.org

Inspiration

"To handle yourself, use your head; to handle others, use your heart." —Eleanor Roosevelt

Cultivating positive employee relations through effective human resource practices drives Kris. Her ability to establish and maintain effective relationships allows her to assist managers and employees with often difficult and sensitive issues.

Expertise

As a Senior Professional in Human Resources (SPHR) and SHRM Senior Certified Professional (SHRM-SCP), Kris has a long and varied history of providing HR leadership and facilitating organizational change in manufacturing, nonprofit, transportation, and higher education environments. She is an experienced HR professional with a generalist background including employee relations, development and implementation of policies and programs, talent acquisition, training, organization development, safety, worker's compensation, benefits, wellness, compensation, and payroll. She has been instrumental in identifying needs, collaborating with management to develop solutions, and bringing organizations into compliance and within HR standards.

Key Accomplishments

- Managed integration of human resource processes during merger of two organizations including creation of new policies, employee handbook, and benefit programs.
- Designed and delivered online and in-person training on OSHA standards and safety procedures, self-assessment process, and other professional development topics.
- Controlled costs by actively monitoring worker's compensation and unemployment claims
- Successfully maintained nonunion status during union organization drive.

Education

Kris holds a Master of Arts degree in Adult Education/Organizational Development from Alverno College. She earned a Bachelor of Arts degree in Communication Arts from the University of Wisconsin–Madison.

Professional Activities

Kris is an active member of the Society of Human Resources Management (SHRM) and its local chapter, Metro Milwaukee SHRM. She previously served as a Board Member of Metro Milwaukee SHRM and was cochair and facilitator for their certification program.

CITY OF MUSKEGO
PLAN COMMISSION MINUTES
09/07/2021
6:00 PM
Muskego City Hall, W182 S8200 Racine Avenue

APPROVED



CALL TO ORDER

Mayor Petfalski called the meeting to order at 6:00 PM

PLEDGE OF ALLEGIANCE

Those present recited the Pledge of Allegiance.

ROLL CALL

Present: Mayor Petfalski, Alderman Madden, Commissioners Bartlett, Buckmaster and Gazzana, Planner Trzebiatowski.

Absent: Graf and Oliver.

STATEMENT OF PUBLIC NOTICE

The meeting was noticed in accordance with the open meeting laws.

APPROVAL OF THE MINUTES

Approval of the Minutes from the July 15, 2021 meeting.

Approval of the Minutes from the August 3, 2021 meeting.

Commissioner Buckmaster made a motion to approve the minutes. Commissioner Gazzana seconded. Motion to approve passed unanimously.

CONSENT BUSINESS

RESOLUTION PC 059-2021 Approval of a Two-Lot Extraterritorial Certified Survey Map for the Kintop property located in the Town of Norway.

Alderman Madden made a motion to approve the consent business. Commissioner Bartlett seconded. Motion to approve passed unanimously.

NEW BUSINESS FOR CONSIDERATION

RESOLUTION PC 056-2021 Approval of an Annual Review for Frey Auto located at S106 W16301 Loomis Road / Tax Key No. 2293.996.002.

Planner Trzebiatowski provided a history of this annual review. Frey Auto has been in the current location since 2011 and have been subject to annual reviews. Over the past few years there has been more non-compliance. Beginning with the 2019 annual review there has been repetitive non-compliance of the site. Additional reviews/site inspections have occurred via six-month, three month and monthly reviews/inspections. Violations found continually include vehicles parked in unmarked areas, vehicles double and triple parked making access difficult, vehicles parked in drive aisles, vehicles parked on grass, vehicles parked on an adjacent property that we believe belong to this business, junk vehicles on the site which is not allowed, across the street and car parts stored in various locations on-site. Violations were found on each monthly site visit.

Based on the history of the site inspections, there are two options as noted by staff. First is issuing a citation backdated to March 22, 2021. The citation is not an automatic fine, but this would start the process of going through the court system. A second option would be to begin the process to terminate the Conditional Use Grant (CUG). This would include the Plan Commission recommending a Public Hearing in front of the Common Council and then it would be their decision to terminate the CUG.

Mr. Frey explained that he is frustrated due to the letters being sent. One month is not enough time. Something has to be changed. He had a storage location across the street, but after they were told the cars must be removed and so the cars went to the gas station. He had an official storage site and was paying rent and Mr. Frey doesn't care if it was legitimate. He met with a general contractor that built his current building. That general contractor was immediately shut down by the City to pave the remaining area of the lot. The contractor also gave him another plan with fencing but he does not want any fencing. He spoke with Alderman Madden about buying the gas station. He would be lying if he said there would be less cars in a month. The only plan he thinks will work is to buy the gas station and put a fence around it. He can't move the cars to another City. If he paid \$2000 per car he's not going to junk them for \$500. He's trying to make progress on the number of cars.

Mayor Petfalski said that he is trying to hope the problem goes away without a plan. The last thing the Plan Commission wants to do is to fining or beating up on businesses but there is no improvement month to month. The area is not zoned for a junkyard. This area will be the next viable business route to expand businesses.

Commissioner Gazzana said that he is buying more cars than selling.

Planner Trzebiatowski said that when the contractor discussed this with him, he explained that the Plan Commission may not allow expanding the parking stalls when the sales portion is not the issue, but rather it is the parts cars, or whatever they are, are the issue. In fact, the sales area looks good and hasn't been part of the issue.

Alderman Madden did suggest that he purchase the gas station. At the moment it is the perfect spot and with a nice fence it wouldn't be horrible and when everything gets settled on his property he can sell it to someone else. He has a successful business, but just doesn't plan things out well.

Mayor Petfalski added that he is not suggesting that the Plan Commission design his solution, but rather here to react to what is presented. The Mayor went over the options including 1. Do nothing, 2. Fine him, 3. Move on his conditional use, or 4. Give him some time to come up with a plan and come back to the Plan Commission.

Planner Trzebiatowski explained that with a citation to get some teeth behind decision, then Mr. Frey has mutually agreed upon milestones and the court can work on the timeframe to ensure that Mr. Frey follows a plan.

Commissioner Gazzana explained that there has to be a specific plan with benchmarks with significance to ensure the plan is followed.

Mr. Frey asked about the property next door. Planner Trzebiatowski explained that if used to store cars it is not a sales operation, but rather acting as a big salvage yard.

Commissioner Buckmaster loves that he is successful, but we expect everyone to play by the rules. The best route would be a plan, but not sure the Plan Commission is the body to decipher how it is cleaned as that would be the court. He is not interested in moving forward with a recommendation to terminate the CUG.

Commissioner Gazzana asked if the Plan Commission move forward with citation could a written plan be included. Planner Trzebiatowski said that yes, but we could go through with the citation but not put the court date next month.

Commissioner Buckmaster said that this is a plan developed by Mr. Frey not the Plan Commission. Mr. Frey needs to come up with a plan with milestones.

Planner Trzebiatowski discussed how a citation process would likely work in providing Mr. Frey time to clean up the property with minimal fine as well as the scenario of what happens if Mr. Frey does not comply with the court order.

Mayor Petfalski said another option would be to give Mr. Frey a month to come back with a plan to that the Plan Commission can help with benchmarks and he can move forward with. If the benchmarks are met, everyone can move on, but if not then it would go the citation route.

Alderman Madden made a motion to approve Resolution PC 056-2021. Commissioner Bartlett seconded. Commissioner Buckmaster made a motion to defer PC 056-2021 until October 5, 2021. Alderman Madden seconded. Motion to defer passed unanimously.

RESOLUTION PC 057-2021 Recommendation to Common Council for to Rezone a property from RS-1 – Suburban Residence District to RS-2 Suburban Residence District of the property located at S81 W20871 Russet Court.

Planner Trzebiatowski provided an overview of the project. The process has been modified due to Waukesha Freeman publishing capabilities and the statutory requirements of a rezoning. This is in front of the Plan Commission prior to the Public Hearing. This was before the Plan Commission previously as a conceptual review. Overall the proposal is from RS-1 to RS-2 with ten lots and one outlot for stormwater management.

Ms. Bolton, W186 S7543 Kingstone Drive, explained that she is against going from RS-1 to RS-2 as most of the properties around this property are RS-1. This is more of the rural area not the downtown. The wetland fill goes before the DNR. The water from the stormwater pond will need to go somewhere. The lots would essentially be cut in half from 40,000 sq. ft. to 20,000 sq. ft.

Jon Marek, the developer, clarified that the rezoning would go from 30,000 sq. ft. lots to 20,000 sq. ft. lots and would go cause the development to go from eight lots to ten lots making the development more economically feasible. For the stormwater, they believe the existing pond to be man-made but it is filled with invasive species. The new pond on the low point of the property would be located in the southeast corner of the property. They would be able to fill 10,000 square feet of wetlands now, but would be asking to be able to fill 5,000 more square feet from the DNR. The existing wetlands are actually up on the higher portion of the land.

Commissioner Buckmaster was calculating 8 lots with RS-1 and 10 lots with RS-2.

Nick Wegner, W208 S8119 Hillendale, said he has no problem with a subdivision but rather he does have an issue with how it is laid out. He owns property next door and he asked 11 years ago and was told that he would not be able to rezone his property to subdivide his six acres. He hunts and uses his property for conservation. The pond area actually fills up every year. The statement that the wetland area is high is incorrect according to a survey and his property. If that wetland is filled the water will go towards another property. By Wisconsin DNR rules, if a house is placed on each lot he loses his ability to do what he purchased the property for 11 years ago. He does not agree with rezoning.

Commissioner Gazzana wanted confirmation that now he could do eight lots, but with rezoning he could develop ten lots. Confirmed by the developer.

Mayor Petfalski interjected that even if the rezoning is approved, all of the grading, drainage and stormwater will be reviewed by the engineering department.

Julie Strande, S81 W20871 Russet Court, owns this property and her parents built the house 18 years ago. She can attest that there are very few years that the wetland area fills up.

Commissioner Bartlett made a motion to approve Resolution PC 057-2021. Commissioner Gazzana seconded. Motion to approve passed unanimously on a roll call vote 5-0.

PC 058-2021 Discussion of Conceptual Land Division for John Wahlen of the Glen at Park Highland, LLC. located at S66 W17626 Martin Drive / Tax Key Nos. 2173.995, 2173.996.001 and 2173.995.001.

Planner Trzebiatowski provided an overview of the conceptual plan. Historically it was the Nike Missile control site and more recently the Reynolds Machine Shop. The proposal includes 45-lot single family subdivision with four outlots. Overall, normal single-family lots but set up like a condo with amenities like a clubhouse, pool, bocce court and association fees would include yard maintenance and snow. They are asking for a Planned Development based on the RS-3 zoning district. Waivers would include lot size (10,000 sq. ft.); lot width (80 feet); 25' front setback; 10 percent floor area ratio, and 65% lot area as open space. The developer is also looking for excess right of way and to expand the pond in Park Arthur for stormwater.

Deb Bolton, W186 S7543 Kingstone Drive, is opposed to the development. Reasons include RS-3 and then going with 2/3rds of the lot size; redirecting storm water into the City's pond and maintenance responsibility; the Comprehensive Plan is not spelled out to not be this dense and this is what is approved right now; Kirkland Crossing next door is RS-2 and what is proposed is too dense; and the Martin Drive right of way was there for a reason and she is in constant fear driving that curve and there may be a need to widen Martin Drive.

Commissioner Buckmaster explained that this is excessively dense for the area.

Commissioner Gazzana likes the idea of the amenities but has serious issues with 10,000 sq. ft. minimum and with the small lot you would need 35% floor area to fit the house.

Commissioner Bartlett has considerable issues with density especially being a former resident of Copper Oaks across the street.

Alderman Madden likes everything about except the size of the lots.

Mayor Petfalski loves the concept. Kirkland Crossing rezoning was a struggle being approved and this is half of that development.

John Wahlen, the developer explained that they overspent on the property to ensure that the ground was properly cleaned from the previous industrial use. A video presentation was shown where Mr. Wahlen he pointed out a similar development in Cedarburg with similar lot sizes, ponds/fountains and plantings, lack of fences with a clubhouse and pool. Mr. Wahlen explained they are not trying to shift burden or expense of the pond, but rather to enlarge the existing and make it nicer. Trying to develop something that is sharp and classy and a little different that what is next door. The same size lots are not necessary along the entire northern portion of the City.

Mayor Petfalski explained that the Plan Commissions reluctance to this development is not due to the fact that it is a quality development. The amenities are nice and everyone seems to like the that aspect but

that doesn't mean that it fits into this community. It is this size and this density that has no room in the Code right now and there doesn't seem to be the willingness to include something like this in the Code.

Alan Peters, of the development team explained this would be a fee simple neighborhood where owners own individual lots with the services of a condo association. As a condo neighborhood, the lot size discussion is in the background as the entire lot is looked at as a whole development.

MISCELLANEOUS BUSINESS

ADJOURNMENT

Commissioner Buckmaster made a motion to adjourn. Commissioner Gazzana seconded. Motion to adjourn passed unanimously.

Respectfully Submitted,

Aaron Fahl, AICP
Associate Planner



CALL TO ORDER

Mayor Petfalski called the meeting to order at 4:50 p.m.

PLEDGE OF ALLEGIANCE

Those present recited the Pledge of Allegiance.

ROLL CALL

Present: Committee Members Alderpersons Wolfe, Kubacki, and Madden. Also present: Alderpersons Hammel, Terrence and Engelhardt; City Attorney Warchol; Public Works and Development Director Kroeger; Lead Planner Trzebiatowski; Police Chief Westphal; Sergeant Monreal; Finance Director Mueller; Assistant Finance Director Mustapich; Library Director Larson; IT Director Loudon; Deputy Clerk Blenski and Assistant Deputy Clerk Roller.

PUBLIC MEETING NOTICE

The Assistant Deputy Clerk stated that the meeting was noticed in accordance with the open meeting law.

APPROVAL OF MINUTES

August 24, 2021

Aldersperson Madden moved to approve. Aldersperson Wolfe seconded; motion carried.

LICENSE APPROVALS

Recommend Approval of Outside Dance Permit for Tail Spin Bar, S64 W18295 Martin Drive, as follows:

- Thursdays, September 16, 23, & 30, October 7, 14, 21, & 28 of 2021 - 6:30 pm to 9:30 pm (Music/Comedy)
- Saturday, October 16, 2021 - 12:00 pm - 11:00 pm (Fall Fest)

Aldersperson Kubacki moved to recommend approval. Aldersperson Wolfe seconded; motion carried.

NEW BUSINESS

Recommendation Regarding Eligibility for Exemption from the County Library Tax Levy for 2022.

Aldersperson Kubacki moved to recommend approval. Aldersperson Madden seconded; motion carried.

Recommend Approval of Bond Reduction for Home Path Financial LP (Cobblestone).

Aldersperson Madden moved to recommend approval. Aldersperson Wolfe seconded; motion carried.

Recommend Letter of Credit Reduction for PEGARL LLP.

Alderson Wolfe moved to recommend approval. Alderson Kubacki seconded; motion carried.

VOUCHER APPROVAL

Utility Vouchers: \$65,820.00.

Alderson Kubacki moved to recommend approval of Utility Vouchers in the amount of \$65,820.00. Alderson Wolfe seconded; motion carried.

General Fund Vouchers: \$808,167.60.

Alderson Kubacki moved to recommend approval of General Fund Vouchers in the amount of \$808,167.60. Alderson Madden seconded; motion carried.

Wire Transfers for Payroll/Invoice Transmittals: \$363,870.82.

Alderson Kubacki moved to recommend approval of Wire Transfers in the amount of \$363,870.82. Alderson Wolfe seconded; motion carried.

FINANCE DIRECTOR'S REPORT

None

COMMUNICATIONS AND ANY OTHER BUSINESS AS AUTHORIZED BY LAW

None

ADJOURNMENT

Alderson Wolfe moved to adjourn at 4:53 p.m. Alderson Madden seconded; motion carried.

Minutes taken and transcribed by Assistant Deputy Clerk Roller.

Report Criteria:

Detail report.

Invoices with totals above \$0 included.

Paid and unpaid invoices included.

[Report].Description = {<>} "1099 adjustment"

Invoice Detail.Type = {>} "adjustments"

[Report].Vendor Name = {<>} "KEIL ENTERPRISES"

[Report].Vendor Name = {OR} {IS NULL}

Invoice Number	SeqNo	Type	Description	Invoice Date	Payment Due Date	Total Cost	GL Period	GL Account Number
ABRAHAM'S ON-SITE SHREDDING SERVICE								
0006579	1	Invoice	CONTAINER SVC-CH	09/28/2021	10/12/2021	54.00	1021	100.01.06.00.5701
0006579	2	Invoice	CONTAINER SVC-PD	09/28/2021	10/12/2021	45.00	1021	100.02.20.01.5723
Total ABRAHAM'S ON-SITE SHREDDING SERVICE:						99.00		
ABT MAILCOM								
40328	1	Invoice	RETURN ENVELOPES	09/23/2021	10/12/2021	28.70	921	601.61.63.42.5701
Total ABT MAILCOM:						28.70		
AFLAC GROUP INSURANCE								
A167924900	2	Invoice	ACCIDENT	09/30/2021	10/12/2021	300.72	1021	100.00.00.00.2247
A167924900	1	Invoice	SHORT TERM DISABILITY	09/30/2021	10/12/2021	1,307.54	1021	100.00.00.00.2243
A167924900	3	Invoice	CRITICAL ILL	09/30/2021	10/12/2021	34.18	1021	100.00.00.00.2248
Total AFLAC GROUP INSURANCE:						1,642.44		
ALDRIDGE ELECTRIC								
99754	1	Invoice	T&MACTUAL	09/14/2021	10/12/2021	626.50	921	100.01.09.00.5415
Total ALDRIDGE ELECTRIC:						626.50		
AMAZON CAPITAL SERVICES								
113R-VF16-N4	1	Invoice	EXTERNAL HARD DRIVE	09/28/2021	10/12/2021	68.50	921	100.02.20.01.5722
13QW-W6WV-	1	Invoice	HOT SPOT CASE	09/18/2021	10/12/2021	25.98	1021	100.05.71.00.5702
16DK-4RX4-3N	2	Invoice	BAGS	09/17/2021	10/12/2021	32.99	1021	100.05.71.00.5702
16DK-4RX4-3N	1	Invoice	MASKS	09/17/2021	10/12/2021	27.00	1021	100.05.71.00.5703
16DK-4RX4-JX	1	Invoice	BOOKS	09/19/2021	10/12/2021	40.24	1021	100.05.71.00.5774
16K9-DVNG-Y	1	Invoice	3 RING BINDER	09/17/2021	10/12/2021	53.64	921	100.02.20.01.5701
1FLH-Q6Y4-7Q	1	Invoice	TAB DIVIDERS	09/30/2021	10/12/2021	30.22	1021	100.02.20.01.5701
1GCX-3NXG-9	1	Invoice	TONER CARTRIDGE	09/27/2021	10/12/2021	37.99	921	100.02.20.01.5610
1KQJ-76JX-MJ	1	Invoice	USB FLASH DRIVES, EXT HARD D	09/28/2021	10/12/2021	371.30	921	100.02.20.01.5722
1M6N-QYG7-J	1	Invoice	ENVELOPES	09/16/2021	10/12/2021	15.99	921	100.02.20.01.5701
1N4D-RHTT-R	1	Invoice	AV	09/26/2021	10/12/2021	19.22	1021	100.05.71.02.5711
1NMG-4Q6K-9	1	Invoice	NINTENTO SWITCH	09/15/2021	10/12/2021	90.15	1021	100.05.71.03.5711
1P4T-63JM-LQ	1	Invoice	NINTENTO SWITCH GAME	09/19/2021	10/12/2021	40.75	1021	100.05.71.03.5711
1QLX-LNMX-4	1	Invoice	END TAB FILE FOLDERS	09/30/2021	10/12/2021	52.98	1021	100.01.03.00.5701
1R74-NMCP-D	1	Invoice	END TAB FILE FOLDERS	09/28/2021	10/12/2021	35.48	1021	100.02.20.01.5701
Total AMAZON CAPITAL SERVICES:						942.43		
AT & T								
9492207604	1	Invoice	MONTHLY PRI-	09/19/2021	10/12/2021	776.50	921	100.01.06.00.5601
Total AT & T:						776.50		
BAKER & TAYLOR COMPANY								
0003247253	1	Invoice	PRINT	09/15/2021	10/12/2021	16.24-	1021	100.05.71.01.5711

Invoice Number	SeqNo	Type	Description	Invoice Date	Payment Due Date	Total Cost	GL Period	GL Account Number
2036202356	1	Invoice	PRINT	09/15/2021	10/12/2021	451.66	1021	100.05.71.01.5711
2036211959	1	Invoice	PRINT	09/21/2021	10/12/2021	412.38	1021	100.05.71.01.5711
50172361384	1	Invoice	PRINT	09/22/2021	10/12/2021	35.03	1021	100.05.71.01.5711
5017245455	1	Invoice	PRINT	09/15/2021	10/12/2021	109.80	1021	100.05.71.01.5711
Total BAKER & TAYLOR COMPANY:						992.63		
BAKER & TAYLOR ENTERTAINMENT								
H56278430	1	Invoice	AV	07/20/2021	10/12/2021	17.99	1021	100.05.71.02.5711
H57617020	1	Invoice	AV	09/22/2021	10/12/2021	50.38	1021	100.05.71.02.5711
H57652060	1	Invoice	AV	09/22/2021	10/12/2021	14.39	1021	100.05.71.02.5711
H57652700	1	Invoice	AV	09/23/2021	10/12/2021	.00	1021	100.05.71.02.5711
H5767021	1	Invoice	AV	09/22/2021	10/12/2021	21.59	1021	100.05.71.02.5711
Total BAKER & TAYLOR ENTERTAINMENT:						104.35		
BANDT ENGINEERING CORP								
1 / BEC JOB 2	1	Invoice	GUTTERS AND DOWNSPOUTS-AP	10/04/2021	10/12/2021	9,810.00	1021	601.00.00.00.1903
Total BANDT ENGINEERING CORP:						9,810.00		
BMI								
41044282	1	Invoice	MUSIC LICENSING FEE - 9/1/21-8/	09/02/2021	10/12/2021	368.00	921	100.05.72.10.5305
Total BMI:						368.00		
BPI COLOR								
0025808	1	Invoice	KIP METER READ 9/27-10/26/21	09/27/2021	10/12/2021	4.58	921	100.06.18.01.5704
Total BPI COLOR:						4.58		
BURMEISTER,GREG								
BU/101221	1	Invoice	LANDFILL MEETING 10/04/21	10/05/2021	10/12/2021	50.00	1021	207.01.00.00.6055
Total BURMEISTER,GREG:						50.00		
CDW GOVERNMENT, INC								
K498877	1	Invoice	HP TONER	09/09/2021	10/12/2021	206.99	1021	100.01.05.00.5701
Total CDW GOVERNMENT, INC:						206.99		
CHAPPELL SPORTS								
21735	1	Invoice	MEMORIAL SHIRTSS	09/13/2021	10/12/2021	170.00	921	100.05.72.13.5702
21737	1	Invoice	TOURNAMENT SHIRTS	09/20/2021	10/12/2021	162.00	921	100.05.72.13.5702
21749	1	Invoice	LIL BUCKS SHIRTS	10/02/2021	10/12/2021	75.00	1021	100.05.72.13.5702
Total CHAPPELL SPORTS:						407.00		
CITY PRESS, INC								
204215	1	Invoice	BUSINESS CARDS	09/28/2021	10/12/2021	400.00	1021	100.02.20.01.5723
Total CITY PRESS, INC:						400.00		
COMPLETE OFFICE OF WIS								
182153	1	Invoice	FIN SUPPLIES	09/28/2021	10/12/2021	93.05	921	100.01.03.00.5701
182883	1	Invoice	FIN SUPPLIES	09/28/2021	10/12/2021	14.29	921	100.01.03.00.5701

Invoice Number	SeqNo	Type	Description	Invoice Date	Payment Due Date	Total Cost	GL Period	GL Account Number
Total COMPLETE OFFICE OF WIS:						107.34		
CORE & MAIN LP								
P658731	1	Invoice	WATER SERVICES	09/24/2021	10/12/2021	94.29	1021	605.54.06.52.5702
Total CORE & MAIN LP:						94.29		
COUNTY MATERIALS CORPORATION								
3660771-00	1	Invoice	ENDWALL	09/22/2021	10/12/2021	438.00	1021	100.04.51.02.5741
Total COUNTY MATERIALS CORPORATION:						438.00		
COX, NATHAN								
CO/21-8406	1	Invoice	PAY COURT ORDERED RESTITUTI	10/01/2021	10/12/2021	405.00	1021	100.01.08.00.4269
Total COX, NATHAN:						405.00		
DEMCO EDUCATIONAL CORP								
7010061	1	Invoice	C CASES, BOOK TAPE	09/22/2021	10/12/2021	358.23	1021	100.05.71.00.5702
Total DEMCO EDUCATIONAL CORP:						358.23		
DIVERSIFIED BENEFIT SERV INC.								
337848	1	Invoice	HRA HEALTH REIMBURSEMENT -	10/04/2021	10/12/2021	332.78	1021	100.01.06.00.5203
Total DIVERSIFIED BENEFIT SERV INC.:						332.78		
EAGLE MEDIA, INC.								
00133190	1	Invoice	TRUCK #12 DECAL	09/17/2021	10/12/2021	82.50	921	601.61.61.12.5702
00133190	2	Invoice	TRUCK #21 DECAL	09/17/2021	10/12/2021	82.50	921	605.53.06.31.5702
00133319	1	Invoice	NEW DECAL TRUCK 29	10/04/2021	10/12/2021	95.00	1021	605.54.06.41.5702
Total EAGLE MEDIA, INC.:						260.00		
ETI CORP								
ETI101221	2	Invoice	BUS LIC MGR UPDATES 1/1-6/30/2	09/24/2021	10/12/2021	247.00	921	100.00.00.00.1601
ETI101221	1	Invoice	BUS LIC MGR UPDATES 7/1-12/31/	09/24/2021	10/12/2021	247.00	921	100.01.03.00.5502
Total ETI CORP:						494.00		
EWALD AUTOMOTIVE GROUP LLC								
41162	1	Invoice	2021 CHEVY TAHOE	09/22/2021	10/12/2021	38,381.00	921	100.07.20.01.6501
Total EWALD AUTOMOTIVE GROUP LLC:						38,381.00		
FICKAU INC.								
81726	1	Invoice	I & I SEWER	09/14/2021	10/12/2021	790.41	1021	601.61.61.16.5427
Total FICKAU INC.:						790.41		
FINDAWAY WORLD LLC								
362630	1	Invoice	AV	09/16/2021	10/12/2021	423.93	1021	100.05.71.02.5711
Total FINDAWAY WORLD LLC:						423.93		
FLEET CHARGE								
2260188P	1	Invoice	TUBE, GAUGE AND CLAMP	09/15/2021	10/12/2021	214.61	1021	100.04.51.07.5405

Invoice Number	SeqNo	Type	Description	Invoice Date	Payment Due Date	Total Cost	GL Period	GL Account Number
2260190P	1	Invoice	SEAL AND CLAMP	09/15/2021	10/12/2021	20.84	1021	100.04.51.07.5405
2261299P	1	Invoice	INTERNATIONAL PART	09/28/2021	10/12/2021	2,186.59	1021	100.04.51.07.5405
Total FLEET CHARGE:						2,422.04		
FOTH INFRASTRUCTURE &								
74442	1	Invoice	HILLEDALE RECONSTRUCITON	09/24/2021	10/12/2021	33,504.10	921	401.08.91.19.6507
Total FOTH INFRASTRUCTURE &:						33,504.10		
FRANKLIN AGGREGATES, INC.								
1765532	1	Invoice	COMMERCIAL #1 STONE	09/23/2021	10/12/2021	674.34	1021	100.04.51.02.5741
Total FRANKLIN AGGREGATES, INC.:						674.34		
FRANTZ, AMANDA								
21-4152,21415	1	Invoice	BAL OF CT ORDERED RESTITUTI	10/01/2021	10/12/2021	630.00	1021	100.01.08.00.4269
Total FRANTZ, AMANDA:						630.00		
FROEDTERT HEALTH INC								
11624194	1	Invoice	DIAGNOSTIC SERVICE	08/26/2021	10/12/2021	28.00	921	100.02.20.01.5722
Total FROEDTERT HEALTH INC:						28.00		
GALLS, LLC,-DBA RED THE UNIFORM TAILOR								
BC1437338	1	Invoice	SILKING HASHMARK ON ROLL - H	09/03/2021	10/12/2021	2.97	921	100.02.20.01.5151
BC1440156	1	Invoice	TURTLENECK, SWEATER - FREG	09/09/2021	10/12/2021	171.49	921	100.02.20.01.5151
Total GALLS, LLC,-DBA RED THE UNIFORM TAILOR:						174.46		
GEO-SYNTHETICS SYSTEMS								
IV-59996	1	Invoice	STRAW BLANKETS	10/01/2021	10/12/2021	593.00	1021	100.04.51.04.5744
Total GEO-SYNTHETICS SYSTEMS:						593.00		
GFL ENVIRONMENTAL								
U80000074591	2	Invoice	REFUSE	09/20/2021	10/12/2021	49,478.13	1021	205.03.30.00.5820
U80000074591	4	Invoice	YARD WASTE	09/20/2021	10/12/2021	1,166.67	1021	205.03.00.00.6056
U80000074591	3	Invoice	RECYCLING	09/20/2021	10/12/2021	40,011.90	1021	205.03.00.00.5820
U80000074591	1	Invoice	STATE TIPPING FEES	09/20/2021	10/12/2021	10,118.19	1021	205.03.30.00.5820
V80000033084	1	Invoice	REMEDIATION SOIL	07/31/2021	10/12/2021	42,960.84	921	401.08.91.19.6507
Total GFL ENVIRONMENTAL:						143,735.73		
GRAEF INC								
0117205	1	Invoice	GENERAL ENG SERVICES	09/21/2021	10/12/2021	697.50	921	507.00.00.00.2691
0117206	1	Invoice	HILLEDALE RECONSTRUCTION	09/21/2021	10/12/2021	35,297.23	921	401.08.91.19.6507
0117207	1	Invoice	WILL ROSE APTS	09/21/2021	10/12/2021	4,287.92	921	507.00.00.00.2699
0117208	1	Invoice	JEWELL LAKE DENOON DEV	09/21/2021	10/12/2021	761.00	921	507.00.00.00.2777
0117209	1	Invoice	DILLETT CSM MCSHANE & DURH	09/21/2021	10/12/2021	2,451.00	921	507.00.00.00.2715
0117210	1	Invoice	COMMONWEALTH SCHOOL DEV	09/21/2021	10/12/2021	31.50	921	507.00.00.00.2754
0117211	1	Invoice	PRESBYTERIAN NHOMES-TC	09/21/2021	10/12/2021	509.00	921	507.00.00.00.2768
0117213	1	Invoice	THE GLEN AT MUSK LAKES	09/21/2021	10/12/2021	21,263.13	921	507.00.00.00.2716
0117215	1	Invoice	RENO BERG CROWBAR DEV	09/21/2021	10/12/2021	31.50	921	507.00.00.00.2725
0117216	1	Invoice	DENOON COUNTRY ESTATES	09/21/2021	10/12/2021	17,770.00	921	507.00.00.00.2796
0117218	1	Invoice	2021 ROAD PROGRAM	09/21/2021	10/12/2021	1,293.50	921	100.07.51.02.6502
0117222	1	Invoice	GENERAL ENG SERVICES	09/21/2021	10/12/2021	1,358.00	921	100.04.19.00.5815

Invoice Number	SeqNo	Type	Description	Invoice Date	Payment Due Date	Total Cost	GL Period	GL Account Number
0117224	1	Invoice	COBBLESTONE CT DEV	09/21/2021	10/12/2021	1,961.75	921	507.00.00.00.2646
0117225	1	Invoice	GEN ENG SEWER UTILITY	09/21/2021	10/12/2021	3,420.00	921	601.61.63.43.5815
0117226	1	Invoice	GEN ENG WATER UTILITY	09/21/2021	10/12/2021	252.00	921	605.56.09.23.5815
0117227	1	Invoice	MALLARD RESERVE DEV	09/21/2021	10/12/2021	10,221.20	921	507.00.00.00.2740
0117228	1	Invoice	KIRKLAND CROSSING DEV	09/21/2021	10/12/2021	2,653.00	921	507.00.00.00.2648
Total GRAEF INC:						104,259.23		
GUNEM, PENNY								
2281175	1	Invoice	PAYMENT ERROR	10/07/2021	10/12/2021	1,445.16	1021	100.00.00.00.1601
Total GUNEM, PENNY:						1,445.16		
HALQUIST STONE COMPANY								
5493544-IN	1	Invoice	RIP RAP	09/21/2021	10/12/2021	1,140.48	1021	100.04.51.02.5741
Total HALQUIST STONE COMPANY:						1,140.48		
HAWKINS, INC.								
6016967	1	Invoice	AZONE 15	09/08/2021	10/12/2021	2,278.97	921	605.53.06.31.5702
Total HAWKINS, INC.:						2,278.97		
HEARTLAND BUSINESS SYSTEMS								
470351-H	1	Invoice	EMERGENCY SAN	09/24/2021	10/12/2021	85,743.30	1021	410.08.90.14.6511
Total HEARTLAND BUSINESS SYSTEMS:						85,743.30		
HILLER FORD INC								
1060513	1	Invoice	TRUCK #53	09/15/2021	10/12/2021	552.96	1021	100.04.51.11.5405
1061855	1	Invoice	TRUCK #53	09/20/2021	10/12/2021	5.82	1021	100.04.51.11.5405
Total HILLER FORD INC:						558.78		
HUMPHREY SERVICE PARTS								
1252363	1	Invoice	SANDER AND SPINNER	09/21/2021	10/12/2021	610.32	1021	100.04.51.07.5405
Total HUMPHREY SERVICE PARTS:						610.32		
HYDROCORP								
0063470-IN	1	Invoice	MCC AUGUST 1/21-12/22	08/31/2021	10/12/2021	829.00	1021	605.56.09.23.5815
Total HYDROCORP:						829.00		
INDIAN MOTORCYCLES OF METRO MILWAUKEE								
IN/101221	1	Invoice	NNO-TC AED PURCHASE	09/30/2021	10/12/2021	1,500.00	1021	505.00.00.00.2638
Total INDIAN MOTORCYCLES OF METRO MILWAUKEE:						1,500.00		
INGERSOLL LIGHTING								
119967	1	Invoice	LIGHT BULBS	09/10/2021	10/12/2021	462.00	1021	100.05.71.00.5415
Total INGERSOLL LIGHTING:						462.00		
ITU ABSORB TECH, INC								
MSOACB0030	1	Invoice	FIRST AID SUPPLIES	09/21/2021	10/12/2021	73.70	1021	100.04.51.05.5704
MSOACB0030	1	Invoice	FIRST AID SUPPLIES	09/21/2021	10/12/2021	90.60	1021	100.04.51.05.5704

Invoice Number	SeqNo	Type	Description	Invoice Date	Payment Due Date	Total Cost	GL Period	GL Account Number
Total ITU ABSORB TECH, INC:						164.30		
J. F. AHERN CO								
20211041	1	Invoice	REFUND ON OVERPAYMENT	09/21/2021	10/12/2021	114.00	921	100.02.25.00.4250
Total J. F. AHERN CO:						114.00		
JAMES IMAGING SYSTEMS INC								
1111130	1	Invoice	COPIER CHARGES	09/20/2021	10/12/2021	28.40	1021	605.56.09.21.5401
1111130	3	Invoice	COPIER CHARGES	09/20/2021	10/12/2021	56.79	1021	100.04.51.01.5701
1111130	2	Invoice	COPIER CHARGES	09/20/2021	10/12/2021	28.40	1021	601.61.63.42.5701
Total JAMES IMAGING SYSTEMS INC:						113.59		
JANI-KING INC- MILW REGION								
MIL10210114	1	Invoice	CITY HALL-OCT	10/01/2021	10/21/2021	2,404.00	921	100.01.09.00.5835
MIL10210114	5	Invoice	PUBLIC WORKS/MERCURY-OCT	10/01/2021	10/21/2021	437.90	921	100.04.51.08.5415
MIL10210114	9	Invoice	PUBLIC WORKS/APOLLO-OCT	10/01/2021	10/21/2021	70.53	921	601.61.61.15.5415
MIL10210114	3	Invoice	LIBRARY-OCT	10/01/2021	10/21/2021	3,125.00	921	100.05.71.00.5835
MIL10210114	8	Invoice	PUBLIC WORKS/APOLLO-OCT	10/01/2021	10/21/2021	175.94	921	100.04.51.08.5415
MIL10210114	7	Invoice	PUBLIC WORKS/MERCURY-OCT	10/01/2021	10/21/2021	175.55	921	605.54.06.41.5702
MIL10210114	2	Invoice	POLICE-OCT	10/01/2021	10/21/2021	2,500.00	921	100.02.20.01.5835
MIL10210114	6	Invoice	PUBLIC WORKS/MERCURY-OCT	10/01/2021	10/21/2021	175.55	921	601.61.61.15.5415
MIL10210114	10	Invoice	PUBLIC WORKS/APOLLO-SEPT	10/01/2021	10/21/2021	70.53	921	605.54.06.41.5702
MIL10210114	4	Invoice	OLD TOWN HALL-OCT	10/01/2021	10/21/2021	381.00	921	100.04.51.11.5820
Total JANI-KING INC- MILW REGION:						9,516.00		
JSA ENVIRONMENTAL, INC.								
2890	1	Invoice	LANDFILL AUDIT - SEPTEMBER 20	10/04/2021	10/12/2021	3,711.21	1021	210.03.00.00.5816
Total JSA ENVIRONMENTAL, INC.:						3,711.21		
KIESLER'S POLICE SUPPLY INC								
IN171245	1	Invoice	HOLSTER FOR Z PATTERSON	07/29/2021	10/12/2021	123.34	1021	100.02.20.01.5151
Total KIESLER'S POLICE SUPPLY INC:						123.34		
L.W. ALLEN, LLC								
109229	1	Invoice	MAINT OF COLLECTION SYSTEM	09/14/2021	10/12/2021	2,877.28	921	601.61.61.16.5411
Total L.W. ALLEN, LLC:						2,877.28		
LANG, LUANN								
LA/101221	1	Invoice	10/5/21 BLOOD DRIVE REIMBURS	10/06/2021	10/12/2021	41.00	1021	100.03.22.00.5704
Total LANG, LUANN:						41.00		
LEMBERG ELECTRIC COMPANY, INC.								
166993	1	Invoice	NEW POST AND PANEL SIGN	08/31/2021	10/12/2021	15,297.00	921	410.08.90.18.6502
Total LEMBERG ELECTRIC COMPANY, INC.:						15,297.00		
MACQUEEN EQUIPMENT								
P21025	1	Invoice	VACTOR PARTS	09/24/2021	10/12/2021	80.32	1021	601.61.61.16.5411
P21032	1	Invoice	VACTOR PARTS	09/27/2021	10/12/2021	129.34	1021	601.61.61.16.5411

Invoice Number	SeqNo	Type	Description	Invoice Date	Payment Due Date	Total Cost	GL Period	GL Account Number
Total MACQUEEN EQUIPMENT:						209.66		
MADIA, JOSEPH								
MA/19-23648	1	Invoice	COURT ORDERED RESTITUTION	10/01/2021	10/12/2021	100.00	1021	100.01.08.00.4269
Total MADIA, JOSEPH:						100.00		
MARCO TECHNOLOGIES LLC								
ONV9164661	1	Invoice	UPGRADES, PROJ MGMT	09/24/2021	10/12/2021	4,093.50	1021	100.01.14.00.5840
Total MARCO TECHNOLOGIES LLC:						4,093.50		
MECHANICAL MASTER, INC.								
7734	1	Invoice	WATER SERVICES	09/30/2021	10/12/2021	3,310.28	1021	605.54.06.52.5702
Total MECHANICAL MASTER, INC.:						3,310.28		
MERGENT INC								
1673016109	1	Invoice	PRINT	09/26/2021	10/12/2021	390.00	1021	100.05.71.01.5711
Total MERGENT INC:						390.00		
MERIT ASPHALT, LLC								
4463	1	Invoice	LIFT STATION ASPHALT	09/09/2021	10/12/2021	20,708.00	921	601.00.00.00.1903
Total MERIT ASPHALT, LLC:						20,708.00		
MICROMARKETING LLC								
859770	1	Invoice	AV	08/19/2021	10/12/2021	39.99	1021	100.05.71.02.5711
860215	1	Invoice	AV	08/26/2021	10/12/2021	53.79	1021	100.05.71.02.5711
Total MICROMARKETING LLC:						93.78		
MIDWEST TAPE								
501016865	1	Invoice	AV	09/21/2021	10/12/2021	39.99	1021	100.05.71.02.5711
501016866	1	Invoice	AV	09/21/2021	10/12/2021	39.99	1021	100.05.71.02.5711
Total MIDWEST TAPE:						79.98		
MORGAN'S COLLISION CENTER								
4650	1	Invoice	2020 FORD F250-REPAIR WORK	09/16/2021	10/12/2021	4,745.83	921	100.01.06.00.6108
Total MORGAN'S COLLISION CENTER:						4,745.83		
MURRAY, PATRICK								
MU/101221	1	Invoice	LANDFILL MEETING 10/5/21	10/05/2021	10/12/2021	50.00	1021	207.01.00.00.6055
Total MURRAY, PATRICK:						50.00		
MUSKEGO FEED & SEED								
000024	1	Invoice	HERICIDE	10/04/2021	10/12/2021	75.00	1021	601.61.61.15.5415
000026	1	Invoice	GRASS SEED	10/04/2021	10/12/2021	1,200.00	1021	100.04.51.04.5744
Total MUSKEGO FEED & SEED:						1,275.00		
MUSKEGO NORWAY SCHOOL DISTRICT								
MU/101221	2	Invoice	DISTRIBUTION OF TID #8 & #9 FU	09/28/2021	10/12/2021	39,148.00	1021	228.01.00.00.6065

Invoice Number	SeqNo	Type	Description	Invoice Date	Payment Due Date	Total Cost	GL Period	GL Account Number
MU/101221	1	Invoice	DISTRIBUTION OF TID #8 & #9 FU	09/28/2021	10/12/2021	951,094.00	1021	229.01.00.00.6065
MU/20-22338	1	Invoice	COURT ORDERED RESTITUTION	10/01/2021	10/12/2021	305.00	1021	100.01.08.00.4269
Total MUSKEGO NORWAY SCHOOL DISTRICT:						990,547.00		
O'REILLY AUTOMOTIVE, INC.								
3853-303982	1	Invoice	OIL FILTERS-RETURN	09/14/2021	10/12/2021	58.02	1021	100.04.51.07.5405
Total O'REILLY AUTOMOTIVE, INC.:						58.02		
PAYNE & DOLAN OF WISCONSIN								
1766072	1	Invoice	COMMERCIAL 9.5 MM	09/23/2021	10/12/2021	861.30	1021	100.04.51.02.5740
Total PAYNE & DOLAN OF WISCONSIN:						861.30		
PERRILL								
255572	1	Invoice	ROWAY WEB APPLICATION	10/01/2021	10/12/2021	85.00	1021	100.04.19.00.5815
Total PERRILL:						85.00		
PIEPER ELECTRIC, INC								
20211112	1	Invoice	REFUND ON OVERPAYMENT	09/30/2012	10/12/2021	59.76	1021	100.02.25.00.4250
Total PIEPER ELECTRIC, INC:						59.76		
PINKY ELECTRIC INC.								
3972	1	Invoice	WIRING FOR BAYCOM	09/22/2021	10/12/2021	1,975.00	1021	410.08.90.14.6523
Total PINKY ELECTRIC INC.:						1,975.00		
PROFORMA ON POINT PRINT								
BN84001487A	1	Invoice	RECREATION LOGO	09/15/2021	10/12/2021	33.57	921	100.05.72.10.5701
Total PROFORMA ON POINT PRINT:						33.57		
PROVEN POWER INC								
02-379140	1	Invoice	5625 MOWER TRACTOR	09/22/2021	10/12/2021	425.64	1021	100.04.51.07.5405
Total PROVEN POWER INC:						425.64		
PUBLIC SERVICE COMMISSION OF WISCONSIN								
RA22-1-04005	1	Invoice	PSC ASSESSMENT	09/30/2021	10/12/2021	2,645.35	1021	605.58.04.08.6701
Total PUBLIC SERVICE COMMISSION OF WISCONSIN:						2,645.35		
QUADIENT, INC.								
58736395	1	Invoice	MACHINE MAINTENANCE-POSTA	09/16/2021	10/12/2021	457.80	921	100.01.06.00.5410
58740240	1	Invoice	METER RENTAL 10/18/21-1/17/22	09/18/2021	10/12/2021	162.00	921	100.01.06.00.5410
Total QUADIENT, INC.:						619.80		
QUILL LLC								
19635375	1	Invoice	OFFICE SUPPLIES	09/20/2021	10/12/2021	5.79	1021	100.05.72.10.5701
Total QUILL LLC:						5.79		
R.S. PAINT & TOOLS LLC								
278389	2	Invoice	CLOG FREE POLY RAKE	07/19/2021	10/12/2021	618.84	921	100.04.51.05.5704

Invoice Number	SeqNo	Type	Description	Invoice Date	Payment Due Date	Total Cost	GL Period	GL Account Number
278389	1	Invoice	MARKING PAINT - GREEN, BLUE,	07/19/2021	10/12/2021	412.80	921	605.54.06.41.5870
Total R.S. PAINT & TOOLS LLC:						1,031.64		
RELiance STANDARD LIFE INS CO								
VPL302947/10	1	Invoice	LONG TERM DISABILABILITY-OCT	10/01/2021	10/12/2021	588.61	1021	100.00.00.00.2246
Total RELiance STANDARD LIFE INS CO:						588.61		
RIEK, TRISTAN								
RI/13-7627	1	Invoice	COURT ORDERED RESTITUTION	10/01/2021	10/12/2021	11.78	1021	100.01.08.00.4269
Total RIEK, TRISTAN:						11.78		
RINDERLE TIRE INC.								
141526	1	Invoice	TRUCK #10	09/15/2021	10/12/2021	1,760.00	1021	100.04.51.07.5735
Total RINDERLE TIRE INC.:						1,760.00		
ROZMAN TRUE VALUE/PD								
23755/101221	1	Invoice	UPS CHARGES	09/25/2021	10/12/2021	19.02	1021	100.02.20.01.5722
23755/101221	2	Invoice	KEYS	09/25/2021	10/12/2021	50.56	1021	100.02.20.01.5115
Total ROZMAN TRUE VALUE/PD:						69.58		
ROZMAN TRUE VALUE/PW								
22000/101221	1	Invoice	MISC SUPPLIES	09/25/2021	10/12/2021	175.13	1021	100.04.51.10.5704
Total ROZMAN TRUE VALUE/PW:						175.13		
ROZMAN TRUE VALUE/UT								
25000/101221	1	Invoice	SEWER	09/25/2021	10/12/2021	315.97	1021	601.61.61.16.5411
25000/101221	3	Invoice	SHOP - SEWER	09/25/2021	10/12/2021	75.13	1021	601.61.61.15.5415
25000/101221	2	Invoice	SHOP - WATER	09/25/2021	10/12/2021	75.13	1021	605.54.06.41.5702
Total ROZMAN TRUE VALUE/UT:						466.23		
SAFEWAY PEST MANAGEMENT INC.								
669112	1	Invoice	PEST CONTROL OLD PD	09/28/2021	10/12/2021	38.00	921	100.02.20.01.5415
669113	1	Invoice	SEP 21 PEST CONTROL	09/21/2021	10/12/2021	35.00	1021	100.05.71.00.5415
669114	1	Invoice	PEST CONTROL-CH	09/28/2021	10/12/2021	40.00	921	100.01.09.00.5415
670238	1	Invoice	PEST CONTROL-PD	09/28/2021	10/12/2021	45.00	921	100.02.20.01.5415
Total SAFEWAY PEST MANAGEMENT INC.:						158.00		
SCHULTZ RESORT ROD & GUN CLUB LTD								
188	1	Invoice	CLASS INSTRUCTION- ARCHERY	10/01/2021	10/12/2021	495.00	1021	100.05.72.13.5110
Total SCHULTZ RESORT ROD & GUN CLUB LTD:						495.00		
SCHWEITZER, HARVEY								
SC/101221	1	Invoice	LANDFILL MEETING 10/5/21	10/05/2021	10/12/2021	50.00	1021	207.01.00.00.6055
Total SCHWEITZER, HARVEY:						50.00		
SERVICE SANITATION WISCONSIN INC								
8264032-35	1	Invoice	BOAT LAUNCH	10/01/2021	10/12/2021	340.00	1021	100.04.51.11.5820
8264038-39	1	Invoice	CONSERVATION OCT PORTABLES	10/01/2021	10/12/2021	170.00	1021	215.06.00.00.5801

Invoice Number	SeqNo	Type	Description	Invoice Date	Payment Due Date	Total Cost	GL Period	GL Account Number
8264040-44	1	Invoice	PARKS OCTOBER PORTABLES	10/01/2021	10/12/2021	510.00	1021	100.04.51.11.5820
Total SERVICE SANITATION WISCONSIN INC:						1,020.00		
SERWE IMPLEMENT CO LLC								
8030	1	Invoice	SILENCER FOAM, GUTTER BROO	04/13/2021	10/12/2021	1,015.00	1021	100.04.51.07.5405
Total SERWE IMPLEMENT CO LLC:						1,015.00		
SHERWIN-WILLIAMS CO.								
4411-5	1	Invoice	ROLLER COVERS	09/22/2021	10/12/2021	7.73	1021	100.04.51.02.5740
9509-2	1	Invoice	WATER WELLS 3 & 2 DOORS	09/21/2021	10/12/2021	83.34	1021	605.52.06.25.5702
9793-2	1	Invoice	BLUE TAPE & SUPPLIES	09/27/2021	10/12/2021	10.41	1021	100.04.51.02.5740
9811-2	1	Invoice	WATER WELLS 3 & 2 DOORS	09/27/2021	10/12/2021	267.86	1021	605.52.06.25.5702
Total SHERWIN-WILLIAMS CO.:						369.34		
SIEMENS INDUSTRY, INC.								
5330042097	1	Invoice	FIRE PANEL REPAIR/AHV REPLAC	09/14/2021	10/12/2021	3,725.07	1021	100.05.71.00.5415
Total SIEMENS INDUSTRY, INC.:						3,725.07		
SLOCOMB, MARK								
SL/101221	1	Invoice	LANDFILL MEETING 10/5/21	10/05/2021	10/12/2021	50.00	1021	207.01.00.00.6055
Total SLOCOMB, MARK:						50.00		
SMITH, ANALIESE								
SM/101221	1	Invoice	LANDFILL MEETING 10/5/21	10/05/2021	10/12/2021	50.00	1021	207.01.00.00.6055
Total SMITH, ANALIESE:						50.00		
SOMAR TEK LLC/ ENTERPRISES								
102406	1	Invoice	CAB SLIDE	09/16/2021	10/12/2021	8.80	921	100.02.20.01.5151
102411	1	Invoice	BATTERY STINGER	09/29/2021	10/12/2021	22.99	921	100.02.20.01.5151
102413	1	Invoice	FLASHLIGHT BATTERY REPLACE	09/30/2021	10/12/2021	22.99	1021	100.02.20.01.5151
102414	1	Invoice	PISTOL	09/30/2021	10/12/2021	9.99	1021	100.02.20.01.5151
Total SOMAR TEK LLC/ ENTERPRISES:						64.77		
SPECTRUM								
014608809242	1	Invoice	MONTHLY FIBER CONNECTION	09/24/2021	10/12/2021	1,620.00	921	100.01.14.00.5507
015213609232	1	Invoice	MONTHLY PD 911 CONNECTION	09/23/2021	10/12/2021	203.05	1021	100.02.20.10.5604
Total SPECTRUM:						1,823.05		
STREICHER'S								
CM290378	1	Invoice	RETURN GRIP, FLASHLIGHT	09/23/2021	10/12/2021	130.98-	1021	100.02.20.01.5405
I1524298	1	Invoice	WEAPONS, FLASHLIGHT	09/14/2021	10/12/2021	518.99	1021	100.02.20.01.5405
I1524458	1	Invoice	FLASHLIGHT	09/15/2021	10/12/2021	76.99	1021	100.02.20.01.5405
I1524740	1	Invoice	GRIP, LIGHT	09/16/2021	10/12/2021	190.98	1021	100.02.20.01.5405
I1525865	1	Invoice	VEST - FREGOSO	09/23/2021	10/12/2021	800.00	921	100.02.20.01.5227
I1525865	2	Invoice	EQUIPMENT - FREGOSO	09/23/2021	10/12/2021	113.98	921	100.02.20.01.5151
Total STREICHER'S:						1,569.96		
SUNBELT RENTALS								
118017014-000	1	Invoice	LANDSCAPE RAKE	10/05/2021	10/12/2021	1,060.15	1021	100.04.51.07.5410

Invoice Number	SeqNo	Type	Description	Invoice Date	Payment Due Date	Total Cost	GL Period	GL Account Number
Total SUNBELT RENTALS:						1,060.15		
TACL, RICHARD								
2212.036	1	Invoice	REFUND OF PRIOR YEAR CREDIT	10/05/2021	10/12/2021	35.00	1021	250.01.00.00.4358
Total TACL, RICHARD:						35.00		
TAPCO INC.								
I708059	1	Invoice	STRET SIGNS	09/22/2021	10/12/2021	557.82	1021	100.04.51.03.5743
I708536	1	Invoice	PARKEON TICKETS	09/28/2021	10/12/2021	91.43	1021	100.04.51.11.5820
I708891	1	Invoice	PARKFOLIO HOSTING FEE	09/30/2021	10/12/2021	100.00	1021	100.04.51.11.5820
Total TAPCO INC.:						749.25		
THE HAPPY MOWER								
002584	1	Invoice	S65 W13004 LONGFELLOW - 6/15/	09/24/2021	10/12/2021	275.00	921	100.00.00.00.1304
2351	2	Invoice	MEDIANS/BLVDS (6 OF 6)	10/01/2021	10/12/2021	10,416.67	1021	100.01.06.00.5820
2351	1	Invoice	LAWN MOWING/WEEDES (6 OF 6)	10/01/2021	10/12/2021	7,250.00	1021	100.04.51.11.5820
Total THE HAPPY MOWER:						17,941.67		
TRANSUNION RISK & ALTERNATIVE								
911461/101221	1	Invoice	REVERSE LOOKUP INVESTIGATIO	09/30/2021	10/12/2021	75.00	1021	100.02.20.01.5722
Total TRANSUNION RISK & ALTERNATIVE:						75.00		
TYLER TECHNOLOGIES, INC								
060-112656	1	Invoice	13298-2021 SCHEDULE A	09/10/2021	10/12/2021	5,566.09	1021	100.01.04.00.5801
Total TYLER TECHNOLOGIES, INC:						5,566.09		
WAL-MART								
WA101221	1	Invoice	CONCESSIONS	09/19/2021	10/12/2021	128.23	921	100.05.72.19.5702
WA101221	2	Invoice	FALL FRENZY PICKLEBALL	09/19/2021	10/12/2021	70.47	921	100.05.72.13.5702
Total WAL-MART:						198.70		
WAUKESHA COUNTY								
741603	1	Invoice	RECORDING FEE-4614647	09/03/2021	10/12/2021	30.00	1021	507.00.00.00.2755
741603	3	Invoice	RECORDING FEE-4614649	09/03/2021	10/12/2021	30.00	1021	507.00.00.00.2699
741603	4	Invoice	RECORDING FEE-4614650	09/03/2021	10/12/2021	30.00	1021	507.00.00.00.2699
741603	2	Invoice	RECORDING FEE-4614648	09/03/2021	10/12/2021	30.00	1021	507.00.00.00.2715
Total WAUKESHA COUNTY:						120.00		
WAUKESHA COUNTY TECH COLLEGE								
S0753039	1	Invoice	TRAINING CLASSES	09/27/2021	10/12/2021	407.70	1021	100.02.20.01.5303
WCTC/101221	2	Invoice	DISTRIBUTION OF TID #8 & #9 FU	09/28/2021	10/12/2021	1,700.00	1021	228.01.00.00.6065
WCTC/101221	1	Invoice	DISTRIBUTION OF TID #8 & #9 FU	09/28/2021	10/12/2021	41,294.00	1021	229.01.00.00.6065
Total WAUKESHA COUNTY TECH COLLEGE:						43,401.70		
WAUKESHA COUNTY TREASURER								
2021-2401010	1	Invoice	RADIO SERVICES-AUGUST	09/15/2021	10/12/2021	31.37	921	100.02.20.01.5406
2021-5003005	1	Invoice	2021 3rd & 4th QTR PARCEL TAX BI	10/01/2021	10/12/2021	8,681.40	1021	100.01.03.00.5801
WA101221	3	Invoice	IID SURCHARGE	09/30/2021	10/12/2021	150.00	1021	100.01.08.00.4269
WA101221	2	Invoice	DRIVER IMPROVEMENT SURCHA	09/30/2021	10/12/2021	1,312.80	1021	100.01.08.00.4269

Invoice Number	SeqNo	Type	Description	Invoice Date	Payment Due Date	Total Cost	GL Period	GL Account Number
WA101221	1	Invoice	JAIL SURCHARGES	09/30/2021	10/12/2021	1,130.00	1021	100.01.08.00.4269
WACO/101221	1	Invoice	DISTRIBUTION OF TID #8 & #9 FU	09/28/2021	10/12/2021	207,271.00	1021	229.01.00.00.6065
WACO/101221	2	Invoice	DISTRIBUTION OF TID #8 & #9 FU	09/28/2021	10/12/2021	8,532.00	1021	228.01.00.00.6065
Total WAUKESHA COUNTY TREASURER:						227,108.57		
WCPPA								
2021-CONF23	1	Invoice	CRIME PREVENTION CONF.	09/24/2021	10/12/2021	195.00	921	100.02.20.01.5303
Total WCPPA:						195.00		
WE ENERGIES								
3867578176	1	Invoice	SALT SHED SUBPANEL	09/27/2021	10/12/2021	17.49	1021	100.04.51.08.5910
3871189951	1	Invoice	LIBRARY	09/30/2021	10/12/2021	6,585.69	1021	100.05.71.00.5910
3871189951	3	Invoice	HIST TOWN HALL	09/30/2021	10/12/2021	295.11	1021	100.04.51.11.5910
3871189951	2	Invoice	AREA LIGHTING	09/30/2021	10/12/2021	169.91	1021	100.04.51.11.5910
WE/101221	1	Invoice	SERVICE-CROWBAR	09/27/2021	10/12/2021	813.29	1021	410.08.90.14.6523
Total WE ENERGIES:						7,881.49		
WEATHERPRO EXTERIORS								
WPC-1125-1	1	Invoice	GUTTER REPAIRS & DIVERTYER	09/17/2021	10/12/2021	1,495.00	1021	100.05.71.00.5415
Total WEATHERPRO EXTERIORS:						1,495.00		
WISCONSIN BUILDING INSPECTION, LLP								
204	1	Invoice	SEPT INSPECTION SERVICES	10/04/2021	10/12/2021	16,896.26	1021	100.02.25.00.5820
Total WISCONSIN BUILDING INSPECTION, LLP:						16,896.26		
WISCONSIN DEPT OF ADMIN								
WI-SEPT,2021	1	Invoice	COURT FEES - SEPTEMBER	09/30/2021	10/12/2021	8,675.42	1021	100.01.08.00.4269
Total WISCONSIN DEPT OF ADMIN:						8,675.42		
WISCONSIN DEPT OF JUSTICE - CIB								
L6806Y/10122	1	Invoice	RECORD NAME SEARCHES	09/30/2021	10/12/2021	49.00	1021	100.01.06.00.6002
Total WISCONSIN DEPT OF JUSTICE - CIB:						49.00		
WOLTER POWER SYSTEMS								
532123674	1	Invoice	LIFT STATION GENERATOR	09/30/2021	10/12/2021	268.21	1021	601.61.61.16.5411
Total WOLTER POWER SYSTEMS:						268.21		
Grand Totals:						1,849,672.66		

Invoice Number	SeqNo	Type	Description	Invoice Date	Payment Due Date	Total Cost	GL Period	GL Account Number
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Report Criteria:

- Detail report.
- Invoices with totals above \$0 included.
- Paid and unpaid invoices included.
- [Report].Description = {<>} "1099 adjustment"
- Invoice Detail.Type = {>} "adjustments"
- [Report].Vendor Name = {<>} "KEIL ENTERPRISES"
- [Report].Vendor Name = {OR} {IS NULL}