



Regular Village Board Meeting Agenda

Tuesday, May 6, 2025

6:00PM

Village Hall, 235 Hickory Street, Pewaukee, WI 53072

To view the meeting live:

<https://www.youtube.com/live/SH7Mm8jvyTA?si=H6stXYNY5VxqwY5V>

1. Call to Order, Pledge of Allegiance, Moment of Silence and Roll Call.
2. Public Hearings/Presentations – None.
3. Approval of Minutes of Previous Meeting.
 - a. Minutes from the April 15, 2025, Regular Village Board Meeting
4. Citizen Comments. – *This is an opportunity for citizens to share their opinions with Board Members on any topic they choose. However, due to Wisconsin Open Meeting laws, the Board is not able to answer questions or respond to your comments. All comments should be directed to the Board. Comments are limited to 3 minutes per speaker, with time being indicated by an audible alarm. When the alarm sounds, speakers are asked to conclude their comments. Speakers are asked to use the podium and state their name and address.*
5. Ordinances
 - a. Review, discussion and possible action on Ordinance 2025-03: An Ordinance To Create Chapter 86 – Article XI Of The Municipal Code Of The Village Of Pewaukee Regarding The Prohibition Of Cruising
6. Resolutions – None.
7. Old Business
 - a. Review, discussion and possible action to schedule two special meetings of the Village Board to consider Appeals of the 2024 Fire-EMS Protection Fees.
8. New Business
 - a. Review, discussion and possible action to confirm Committee Appointments by the Village President:
 1. Board of Review – 1 Regular Member (3-year term)
 2. Zoning Board of Appeals – 1 Members (3-year terms)
 3. Sex Offender Residency Appeals Board – 2 Members (3-year terms)
 - b. Review, discussion and possible action to approve a temporary road closure at 1239 and 1230 Timber Ridge from 5 PM to 10 PM on Sunday, May 25 for a block party.
 - c. Review, discussion and possible action on a Memo of Understanding between Waukesha County and the Village of Pewaukee regarding the County Damage Assessment Team in Emergency Government.



Regular Village Board Meeting Agenda

- d. Review, discussion and possible action to approve Transient Merchant Permits.
 - e. Review, discussion and possible action to approve agreement with CivisPlus ArchiveSocial for social media archiving services.
 - f. Review, discussion and possible action on the First Amendment to the Collective Bargaining Agreement between the Village of Pewaukee and the Pewaukee Police Association. If required, the Village Board of the Village of Pewaukee will enter into closed session pursuant to Wis. Statute Section 19.85(1)(e) for deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session, specifically regarding the First Amendment to the Collective Bargaining Agreement between the Village of Pewaukee and the Pewaukee Police Association. After conclusion of any closed session, the Village Board will reconvene in open session pursuant to Wis. Statute Section 19.85(2) for possible additional review, discussion and action concerning this agenda item and to address the remaining meeting agenda.
 - g. Review, discussion and possible action on Developer Agreement and Mortgage between the Village of Pewaukee and Duncans Inc. for TID #2 Project Cost Expenditures for development at 203 West Wisconsin Avenue.. If required, the Village Board of the Village of Pewaukee will enter into closed session pursuant to Wis. Statute Section 19.85(1)(e) for deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session, specifically regarding the Developer Agreement and Mortgage between the Village of Pewaukee and Duncans Inc. for TID #2 Project Cost Expenditures for development at 203 West Wisconsin Avenue. After conclusion of any closed session, the Village Board will reconvene in open session pursuant to Wis. Statute Section 19.85(2) for possible additional review, discussion and action concerning this agenda item and to address the remaining meeting agenda.
9. **Citizen Comments.** – *This is an opportunity for citizens to share their opinions with Board Members on any topic they choose. However, due to Wisconsin Open Meeting laws, the Board is not able to answer questions or respond to your comments. All comments should be directed to the Board. Comments are limited to 3 minutes per speaker, with time being indicated by an audible alarm. When the alarm sounds, speakers are asked to conclude their comments. Speakers are asked to use the podium and state their name and address.*
10. **Adjournment.**

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

Posted May 2, 2025

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

<https://www.youtube.com/live/GgK5k7gRq-8?si=hHuZLLOHChsWUdH>

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

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

Roll Call was taken with the following Village Board members present: Trustee Nick Stauff, Trustee Bob Rohde, Trustee Rachel Pader, Trustee Kristen Kreuser, Trustee Jim Grabowski; and President Jeff Knutson.

Excused: Trustee Kelli Belt

Also Present: Village Director of Public Works; Dave Buechl, Village Police Chief Tim Heier; Village Attorney, Matt Gralinski; Village Administrator, Matt Heiser; Village Clerk, Jenna Peter.

2. Public Hearings/Presentations - None

3. Approval of Minutes of Previous Meeting

a. Minutes of the Regular Village Board Meeting – April 2, 2025

Trustee Grabowski moved, seconded by Trustee Rohde to approve the April 2, 2025, minutes of the Regular Village Board meeting as presented.

Motion carried 6-0.

4. Citizen Comments

Rebecca Wollenzien @ 506 Patridge Ct. – Spoke against the cruising ordinance. She goes through downtown multiple times a day and does not want to get a ticket.

Tim Steidl @ Myxn Lakeside Beach Bar – Spoke in favor of the cruising ordinance. Cars go past the downtown businesses multiple times and rev their engines and are being disruptive.

5. Ordinances – Item was presented after agenda item #6 Resolutions.

a. Review, discussion and possible action on Ordinance 2025-02: An Ordinance to Create Chapter 86 – Article XI of the Municipal Code of the Village of Pewaukee Regarding the Prohibition of Cruising

Trustee Grabowski explained this Ordinance came about after discussions with downtown business owners regarding concerns for the safety of the beachgoers downtown. He further explained that this is Ordinance is about nuisance cruising, not just traversing the pathway.

Attorney Gralinski explained that this is an issue that has been well-litigated and is drafted to be well-defensible and based off of similar ordinances in other municipalities.

Chief Heier stated this is geared more towards the drivers who are playing loud music and squealing their tires and drawing attention to themselves.

Trustee Stauff asked if this Ordinance would apply to all vehicles including motorcycles because sometimes motorcycles can be loud.

Gralinski stated a motorcycle in and of itself being loud is not illegal.

Trustee Grabowski moved, seconded by Trustee Rohde to approve Ordinance 2025-02.

Trustee Kreuser wants to be clearer in the Ordinance with the intent. The Ordinance currently states cruising as “more than twice in any two-hour period.” She has concerns that the community will be driving downtown in fear of going the two times.

Discussion followed regarding concerns about the “intent” aspect of the Ordinance.

Trustee Grabowski rescinded his motion. Trustee Rohde did not rescind his second.

Trustee Kreuser moved, seconded by Trustee Pader to defer action on Ordinance 2025-02 to the next meeting to include more specific language on the intent.

Motion carried 6-0.

6. Resolutions– Item was presented out of order before roll call.

- a. Review, Discussion and Possible Action on Resolution 2025-06, to Recognize the service of Trustee Chris Krasovich.**

President Knutson read the Resolution out loud to Trustee Krasovich.

Krasovich thanked the Board and enjoyed her time serving the Village.

7. Old Business – None.

8. New Business

- a. Review, discussion and possible action to schedule two special meetings of the Village Board to consider Appeals of the 2024 Fire-EMS Protection Fees.**

Trustee Grabowski moved, seconded by Trustee Rohde to set a Special Meeting on May 6th at 5:00 p.m. with the Regular Village Board meeting proceeding after the conclusion of the Special Meeting.

Motion carried 6-0.

- b. Review, discussion and possible action on new “Class B” Beer License (“Class B” Intoxicating Liquor) for Lakeside Beach Bar LLC (Myxn Lakeside).**

Clerk Peter explained that Myxn Lakeside Beach Bar moved their location to 145 W. Wisconsin Ave #1 which was previously occupied by Twisted Vine. Twisted Vine surrendered their Class B liquor license on April 1, making a Class B license available. Myxn is applying for the available Class B license.

Trustee Grabowski moved, seconded by Trustee Kreuser to approve the “Class B” Beer and “Class B” Intoxicating Liquor license for Myxn Lakeside Beach Bar and to pay the license fees in full before the issuance of the license.

Motion carried 6-0.

- c. Review and discussion of an update on the Quiet Zone Project.**

Administrator Heiser explained the Village Engineer is trying to determine if the Federal Rail Road Agency will require the Village to update to constant warning systems at the W. Wisconsin and Kopmeier crossings. If the detection equipment is required then the Village would need to determine the cost and work to implement the equipment. The time line could change depending on this.

No action taken.

- d. Review, discussion and possible action regarding the purchase and installation of updated security cameras at Laimon Park.**

Director Phalin explained that Laimon Park has had security cameras installed since 2016. The camera system has become outdated and is inconsistent with footage and connection and does not extend very far on the property. The new camera system would extend to view the length of the pier and will also be available to Law Enforcement and the Public Works Department. Phalin further explained this was not a budgeted expense for 2025 so it would be paid out of the Laimon Park Fund.

Trustee Rohde moved, seconded by Trustee Kreuser to approve the purchase of the cameras for Laimon

Park for the Laimon Fund not to exceed \$15,000.

Motion carried 6-0.

e. Review, discussion and possible action to confirm Committee Appointments by the Village President:

- 1. Board of Review – 1 Regular Member (3 year term) – Chris Krasovich**
- 2. Plan Commission - 3 Citizen Members (3 year terms) – Brian Belt, Samuel Liebert & Katie Jelacic**
- 3. Public Works and Safety Committee - 1 Trustee Member - Jim Grabowski**
- 4. Zoning Board of Appeals – 2 Members (3 year terms) – Chris Krasovich & Laurin Miller**
- 5. Police Commission – 2 Members (3 year terms) – William Gehrking & Peter Rohde**
- 6. Historic Preservation Commission – 1 Member (3 year term) – Theresa Hoff and 1 Trustee (1 year term) – Kelli Belt**
- 7. Lake Advisory Committee – 1 Trustee – Jim Grabowski**
- 8. Joint Review Board – 1 Citizen Member - Chris Krasovich**

Trustee Rohde moved, seconded by Trustee Grabowski to accept all of the appointments from the Village President.

Motion carried 6-0.

f. Review, discussion and possible action to Approve Checks and Invoices for All Funds – March 2025.

Trustee Rohde moved, seconded by Trustee Kreuser to approve the March 2025 checks and invoices for all funds, except the library, as presented.

Motion carried 6-0.

Trustee Kreuser moved, seconded by Trustee Grabowski to acknowledge the March 2025 checks and invoices regarding the Library funds as presented.

Motion carried 6-0.

9. Citizen Comments

Kevin Schneck @ 630 W Wisconsin Ave Lot 15 – Stated he had a job where he had to traverse the same areas over and over again. Once the police were informed of this he never had a problem with the cruising ordinance.

Chris Stock @ 506 Partridge Ct – Spoke in favor of the amendment to clarify the intent to the cruising ordinance. He wants to make sure all of the residents feel the ordinance is applicable without infringing on day-to-day travels.

10. Closed Session. – *The Village Board of the Village of Pewaukee will enter into closed session pursuant to Wis. Statute Section 19.85(1)(c) to consider employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility, specifically regarding the Village Treasurer, Deputy Treasurer and Operations Supervisor positions.*

Trustee Rohde moved, seconded by Trustee Pader to move into Closed Session at approximately 7:03 p.m.

Motion carried on Roll Call vote, 6-0.

11. Reconvene into Open Session

Trustee Grabowski moved, seconded by Trustee Rohde to reconvene into Open Session at approximately 7:48 p.m.

Motion carried 6-0.

- a. Review, discussion and possible action on the appointment of a Village Treasurer.
Trustee Grabowski moved, seconded by Trustee Rohde to approve the appointment of Colin Palm as Village Treasurer at the salary discussed in closed session.
Motion carried 6-0.

a. Review, discussion and possible action on the appointment of a Village Deputy Treasurer.
Trustee Rohde moved, seconded by Trustee Grabowski to approve Allison Kavanaugh as the Deputy Treasurer at the salary discussed during closed session.
Motion carried 6-0.

b. Review, discussion and possible action on the Operations Supervisor
Trustee Grabowski moved, seconded by Trustee Kreuser to approve the Operations Supervisor at the Salary discussed.
Motion carried 6-0.

12. Adjournment

Trustee Rohde moved, seconded by Trustee Kreuser to adjourn the April 15, 2025, Regular Village Board meeting at approximately 7:51p.m.
Motion carried 6-0.

Respectfully Submitted,

Jenna Peter
Village Clerk



To: Jeff Knutson, President
Trustees of the Village Board

From: Matt Heiser
Village Administrator

Date: May 1, 2025

Re: May 6, 2025 Village Board Meeting Agenda Item 5(a)
Review, discussion and possible action on Ordinance 2025-03: An Ordinance To Create
Chapter 86 – Article XI Of The Municipal Code Of The Village Of Pewaukee Regarding
The Prohibition Of Cruising

BACKGROUND

Downtown business owners approached two Village Board members requesting an anti-cruising ordinance for part of Wisconsin Ave. along the beach. Business and property owners cited the same safety, pollution and nuisance concerns as has been expressed in similar ordinances in other communities. In general, the ordinances in other communities experienced substantial legal challenge and withstood it.

The Village Board approved formal action at its March 18, 2025 meeting directing staff to propose an ordinance. The Village Board reviewed a proposed draft of the ordinance at its April 15, 2025 meeting.

ACTION REQUESTED

The action requested is to approve Ordinance 2025-03.

ANALYSIS

The Village Attorney revised the ordinance to capture comments and direction from Board members at the April 15 Board meeting. The attached version is a “red-lined” version to high-light the changes that were made.

Attachment:

1. Ordinance 2025-03

ORDINANCE NO. 2025-03

**ORDINANCE TO CREATE CHAPTER 86 – ARTICLE XI OF THE MUNICIPAL CODE
OF THE VILLAGE OF PEWAUKEE REGARDING THE PROHIBITION OF
CRUISING**

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

SECTION I

Chapter 86 – Article XI (Cruising) of the Municipal Code of the Village of Pewaukee is hereby created as follows:

Section 86.153. Findings and Purpose.

- a) It is hereby found that a threat to the public health, safety and welfare arises from the congestion created by the repetitive unnecessary driving of motor vehicles, also known as “cruising”, at certain times on certain highways within the Village of Pewaukee. The purpose of this Article is to reduce the following which directly result from cruising in the downtown and lakefront area: dangerous traffic congestion, noise, and air pollution; obstruction of streets, sidewalks, and parking lots; impediment of access to businesses, restaurants, shopping centers, the Pewaukee Lake lakefront area, Lakefront Park, and/or other buildings open to the public; interference with use of property or conduct of business during peak hours of lakefront and downtown area use; interference with access for emergency vehicles to and through the said highways.

Section 86.154. Definitions.

- a) The term “Cruising” as used in this Article shall mean driving a motor vehicle past a Traffic Control Point on a highway in the Designated Area more than twice in any two-hour period between the hours of 11:00am and 8:00pm between May 1 and October 31 in a manner and under circumstances manifesting a purpose of unnecessary, repetitive driving. Among the circumstances which may be considered in determining whether a purpose of unnecessary, repetitive driving is manifested include, but are not limited to, the following: (1) that the driver or any other person present in the vehicle attempts to gain the attention of other motorists or pedestrians or engages them in conversation, whether by hailing, arm waving, horn blowing, engine revving, or another action or device; (2) that the driver or any other person present in the vehicle violates state or municipal traffic regulations or municipal ordinances; (3) or that the driver or any other person present in the vehicle has declared his or her purpose for driving to be that of cruising. Notwithstanding the foregoing, “Cruising” shall not include traveling for a lawful purpose including, but not limited to, traveling to a specific destination by a person whose residence address is in the Designated Area or by a person whose business or employment requires driving in the Designated Area. Passing a designated Traffic Control Point a third time under the aforesaid conditions shall constitute

~~unnecessary repetitive driving and cruising and, therefore, a violation of this Article.~~

- b) The term “Designated Area” as used in this Article shall mean West Wisconsin Avenue from the point of intersection with High Street to the point of intersection with Oakton Avenue and Park Avenue.
- c) The term “Traffic Control Point” as used in this Article shall mean a reference point within or adjacent to a Designated Area selected by a police officer for the purpose of enforcing this Article.

Section 86.155. Cruising Prohibited.

- a) It shall be unlawful for anyone to engage in Cruising. For purposes of this Article, the person having control or ownership of the motor vehicle shall be considered the person cruising, without regard as to whether the person was actually driving the motor vehicle each time it passed the Traffic Control Point. Having control or ownership of a motor vehicle shall mean either the owner of such vehicle if present in the vehicle at the time of the violation or, if the owner is not present, the person operating the vehicle at the time of violation.
- b) Exclusions. This Article shall not apply to:
 - a. Any publicly owned vehicle of any city, county, state, federal or other governmental unit, while such vehicle is being used for the official purposes of said governmental unit.
 - b. Any authorized emergency vehicle.
 - c. Any taxicabs for hire, buses, or other vehicles being driven for business purposes.
- c) The Police Department and Department of Public Works are authorized and directed to place uniform traffic control signage within and adjacent to the Designated Area to advise operators of the material terms and conditions of this Article.

Section 86.155. Penalty

- a) Any person violating the provisions of this Article shall be subject to the provisions contained in Chapter 86 – Article II of the Municipal Code of the Village of Pewaukee. In the event of any conflict between that provision and this Article, the penalties provided for herein shall supersede the provisions of Article II.
- b) Any person violating the provisions of this Article shall, upon conviction, be subject to the following forfeitures together with the costs of prosecution:
 - i. Not more than \$100.00 upon the first conviction under this Article.
 - ii. Not more than \$200.00 upon the second conviction under this Article within a twelve-month period.
 - iii. Not more than \$300.00 upon the third and each subsequent conviction under this section within a twelve-month period.

SECTION II

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

SECTION III

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

SECTION IV

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

Passed and adopted this 6th day of May, 2025, by the Village Board of the Village of Pewaukee.

APPROVED:

Countersigned:

Jeff Knutson, Village President

Jenna Peter, Village Clerk



To: Jeff Knutson, President
Trustees of the Village Board

From: Matt Heiser
Village Administrator

Date: May 2, 2025

Re: May 6, 2025 Regular Meeting Agenda Item 7(a)
Review, discussion and possible action to schedule two special meetings of the Village Board to consider Appeals of the 2024 Fire-EMS Protection Fees

BACKGROUND

There were three applicants who satisfied the requirements to appeal the Fire/EMS fees as defined in the Village ordinance.

<u>Owner Name</u>	<u>Address</u>
KKNN Quail LLC	1088 Quail Court (Quail Pointe Apartments)
Hawthorne Place LLC (c/o Michael Heise)	1105 Hawthorne Place
JM 1405 LLC (c/o Kevin Yonke)	205 Prospect Ave (Yonke & Son Funeral Home)

Of those three, two of them chose to waive the preliminary hearing before the Public Works and Safety Committee as the Village has agreed to allow in the past. The Village Board can schedule a hearing for these two applicants, Hawthorne Place LLC and JM 1405 LLC.

The remaining applicant, KKNN Quail LLC, will need to wait until the next meeting of the Public Works and Safety Committee for their preliminary hearing as review and recommendation by the Committee is required by our code unless otherwise waived.

In 2024 the Board met at 5 pm on the same date as a regular meeting for these hearings.

ACTION REQUESTED

The action requested is to schedule a meeting for the hearings on Tuesday, May 20 at 5:00 PM

ANALYSIS

The Village Board considered this item at its April 15, 2025 meeting and had formal action to schedule the hearings for 5:00 PM on Tuesday, May 6. The ordinance requires a minimum of a five day notification to the applicants which was not met. Thus the hearing needs to be rescheduled.

Attachment – None.



To: Jeff Knutson, President
Village Board

From: Jenna Peter
Village Clerk

Date: April 30, 2025

Re: Agenda Item 8a , Discussion and Possible action to confirm Committee Appointments by the Village President

BACKGROUND

There are various Boards and Committees with terms expiring. The Village President has made the following appointments:

1. Board of Review - 1 Member (3-year term): Laurin Miller
2. Sex Offender Board – 2 Members (3-year terms): Jennifer Heinemann and Susan Zenda
3. Zoning Board of Appeals – 1 Member (3-year term): Theresa Opie

ACTION REQUESTED

To confirm the appointments of the Village President

ANALYSIS

None



To: Jeff Knutson, President
Trustees of the Village Board

From: Matt Heiser
Village Administrator

Date: May 2, 2025

Re: May 6, 2025 Village Board Meeting Agenda Item 8(b)
Review, discussion and possible action to approve a temporary road closure at 1239 and 1230 Timber Ridge from 5 PM to 10 PM on Sunday, May 25 for a block party.

BACKGROUND

The resident at 1239 Timber Ridge approached the Village Administrator requesting this action. The Village has approved this the past few years. This event has not caused any known issues.

ACTION REQUESTED

The action requested is to approve the temporary road closure.

ANALYSIS

None.

Attachment – None.



To: Jeff Knutson, President
Trustees of the Village Board

From: Matt Heiser
Village Administrator

Date: May 2, 2025

Re: May 6, 2025 Village Board Meeting Agenda Item 8(c)
Review, discussion and possible action on a Memo of Understanding between Waukesha County and the Village of Pewaukee regarding the County Damage Assessment Team in Emergency Government.

BACKGROUND

Waukesha County, specifically the Department of Emergency Management, will coordinate planning for large-scale events that could impact more than one community. This ensures all communities involved in an event use the same standards and practices.

The Village of Pewaukee has participated in these County-wide efforts in the past and they occasionally will be updated or need to be renewed.

ACTION REQUESTED

The action requested is to approve the proposed Memo of Understanding between Waukesha County and the Village of Pewaukee.

ANALYSIS

The Police Chief and Deputy Chief recently attended a virtual meeting hosted by Waukesha County Emergency Management to roll out an updated version of this MOU.

The following communities have agreed to the proposed MOU:

Town of Mukwonago	Village of Mukwonago	Village of Sussex
Village of Wales	Town of Delafield	Town of Merton
Village of Butler	Village of Waukesha	Village of Merton
City of Pewaukee	City of New Berlin	Village of Big Bend
Village of Vernon	Town of Genesee	Village of Eagle

The initial meeting of the Countywide Damage Assessment Team is scheduled for May 12, 2025 so the Board should not postpone approval if they are interested in participating. The proposed MOU was reviewed by the Village Attorney and he does not have any objections.

Attachments:

1. Damage Assessment Team MOU
2. Countywide Damage Assessment SOP Final

MEMORANDUM OF UNDERSTANDING

For

Countywide Damage Assessment Services

THIS MEMORANDUM OF UNDERSTANDING (“Agreement”) is hereby made and entered into the date set forth next to the signature of the respective parties, by and between Waukesha County (“the County”) and each of the units of local government subscribed hereto, hereinafter referred to singularly as a “Participating Jurisdiction” and collectively as “Participating Jurisdictions”, that have executed this Agreement and adopted same in manner as provided by law and hereafter listed at the end of this Agreement.

RECITALS

WHEREAS, it is desirable to coordinate Countywide damage assessment services across municipal boundaries within Waukesha County in an effort to obtain accurate, quick, and efficient accounting of damages resulting from a disaster; and

WHEREAS, disasters often cross municipal boundaries and Waukesha County Emergency Management must collect data from all impacted municipalities; and

WHEREAS, in accordance with Wisconsin Statute § 323.15(1)(a)-(b), the county head of emergency management shall coordinate and assist in developing city, village, and town emergency management plans within the county, integrate those emergency management plans with the county’s emergency management plan, direct and coordinate emergency management activities throughout the county during a state of emergency, and advise the Department of Military Affairs of all emergency management planning in the county and submit required reports to the adjutant general, as per his or her request; and

WHEREAS, in accordance with Wisconsin Statute § 323.15(1)(c)(1)-(4), the city, village, and town head of emergency management shall direct participation in emergency management programs ordered by the adjutant general or the county head of emergency management, advise the county head of emergency management on local emergency management programs, and submit to the county head of emergency management any reports required, as per his or her request; and

WHEREAS, each Participating Jurisdiction is obligated to coordinate with the County's Emergency Management Office if damages and citizens' needs meet thresholds for a Presidential Disaster Declaration for federal assistance under the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. §§ 5121-5208; and

WHEREAS, damage assessments must be completed before disaster assistance is provided by the Small Business Administration (SBA) and the Federal Emergency Management Agency (FEMA); and

WHEREAS, a Participating Jurisdiction may lack available staff to complete damage assessments and have a condensed timeline to complete damage assessment submissions to Wisconsin Emergency Management; and

WHEREAS, affected jurisdictions would greatly benefit from assistance of neighboring jurisdictions in the assessment process and such cooperation would, therefore, benefit the County as a whole when seeking federal assistance; and

WHEREAS, it is therefore desirable that the County and Participating Jurisdictions enter into this Agreement to outline their understanding of the processes and resources that will be used to cooperatively complete damage assessments when assistance is requested by a Participating Jurisdiction.

NOW, THEREFORE, in consideration of the foregoing recitals, the County and Participating Jurisdictions **HEREBY AGREE AS FOLLOWS:**

SECTION ONE

Purpose

Performing a Damage Assessment is a crucial step in the aftermath of various events such as, but not limited to, emergencies, natural disasters and man-made catastrophes. A Damage Assessment plays a pivotal role in understanding the extent of the impact on affected areas and populations. Timely and accurate Damage Assessments provide essential information for effective emergency response, resource allocation, and long-term recovery planning. The prompt completion of Damage Assessments is vital, as it directly influences the speed and efficiency of emergency response efforts. Swift assessments enable authorities to prioritize immediate needs, deploy resources efficiently, and minimize further damage. This Agreement provides coordination of effort for the effective and efficient collection of Damage Assessment information within Waukesha County.

SECTION TWO

Definitions

The following terms used in this Agreement are defined as follows:

- A. “Comprehensive Emergency Management Plan or CEMP”: A structured and systematic document that outlines strategies and procedures for preparing for, responding to, recovering from, and mitigating the impacts of various emergencies and disasters. The primary goal of a CEMP is to enhance the ability of organizations, communities, and governments to effectively manage and coordinate resources in order to protect lives, property, and the environment during emergencies.
- B. “County Damage Assessment Coordinator”: A designated representative of Waukesha County responsible for the overall coordination and collaboration of Damage Assessment services with the deployed damage assessment teams, Municipal Damage Assessment Coordinator, and other Participating Jurisdictions.
- C. “Damage Assessment”: The process for determining the nature and extent of the loss, suffering, and/or harm to the community resulting from a natural, accidental or human-caused disaster. A Damage Assessment provides situational awareness and critical information on the type, scope and severity of the event.
- D. “Damage Assessment Team”: A group of trained professionals tasked with evaluating the extent of destruction and losses caused by an emergency or disaster. Their primary objective is to systematically survey affected areas, collect data on damages to infrastructure, and provide accurate information to inform decision-making in the response and recovery phases of emergency management.
- E. “Emergency”: An occurrence or condition which results in a situation of such magnitude and/or consequence that it cannot be adequately handled by the Requesting Jurisdiction, so that it determines the necessity and advisability of requesting aid.
- F. “Emergency Support Function”: Specialized functional areas established to organize and coordinate the response and recovery efforts during Emergencies or Natural Disasters.
- G. “FEMA”: The Federal Emergency Management Agency within the U.S. Department of Homeland Security.

- H. “Municipal Damage Assessment Coordinator”: A designated representative of Participating Jurisdictions responsible for the coordination and collaboration of Damage Assessment services with the deployed Damage Assessment Teams and County Damage Assessment Coordinator.
- I. “Natural Disaster”: An event that has resulted in severe property damage, including but not limited to a tornado, storm, flood, earthquake, snowstorm, or fire.
- J. “Participating Jurisdiction”: A city, village, town, or lake district within Waukesha County that has been authorized by its governing body to enter into and execute this Agreement pursuant to Wis. Stat. § 66.0301 for the purpose of cooperating in the completion of Damage Assessments throughout Waukesha County in the event of an Emergency.
- K. “Personnel”: Persons employed full-time, part-time, or contracted by the Participating Jurisdictions.
- L. “Requesting Jurisdiction”: A Participating Jurisdiction which requests aid in the event of an Emergency.
- M. “Small Business Administration”: The Small Business Administration (SBA) provides home and business disaster loans to communities affected by disasters.
- N. “Training”: The regular scheduled practice of conducting and collecting Damage Assessments during non-emergency drills to implement the necessary joint operations of the Damage Assessment Team.

SECTION THREE

Waukesha County Obligations

Waukesha County, through the Waukesha County Office of Emergency Management, shall:

1. In accordance with Wisconsin Statute § 323.15, serve as the convener and coordinator of Participating Jurisdictions to oversee the Damage Assessment process to provide Damage Assessment information to the State of Wisconsin Department of Military Affairs and Federal Government as requested. The County Damage Assessment Coordinator, in conjunction with the Waukesha County Office of Emergency Management, will determine the need for the Damage Assessment Team to be deployed to Requesting Jurisdiction(s) based on the initial damage information submitted by the Requesting Jurisdiction(s).
2. Support response and recovery efforts by working with the State of Wisconsin and Federal Emergency Management Agency (FEMA) to provide preliminary Damage Assessment information

and statistics through the County's Emergency Operations Center or Emergency Management Office.

3. Designate a representative and backup representative to act as the "County Damage Assessment Coordinator".
4. Provide, at a minimum, one representative other than the "County Damage Assessment Coordinator" to participate in the Countywide Damage Assessment Team.
 - a. Participation in the Countywide Damage Assessment Team entails participating in reoccurring trainings relating to Damage Assessment, participating in county or municipal lead exercises as necessary, and deploying to Requesting Jurisdictions within Waukesha County to perform Damage Assessments.
5. Provide damage assessment software, training, and documents to Participating Jurisdictions necessary to collect Damage Assessment information in accordance with State and Federal guidelines.
6. Collect data from Damage Assessments, share information with Requesting Jurisdictions and submit Damage Assessments to the State of Wisconsin, Department of Military Affairs and the Federal Emergency Management Agency as needed. All information collected from a Damage Assessment will be provided to the Requesting Jurisdiction.

SECTION FOUR

Participating Jurisdiction Obligations

Each Participating Jurisdiction shall:

1. Designate a representative and backup representative from the Participating Jurisdiction to act as the "Municipal Damage Assessment Coordinator".
2. Provide at a minimum one representative, other than the Municipal Damage Assessment Coordinator, to participate in the Countywide Damage Assessment Team.
 - a. Participation in the Countywide Damage Assessment Team entails participating in reoccurring trainings relating to Damage Assessment, participating in county or municipal led exercises as necessary, and deploying to Requesting Jurisdictions within Waukesha County to perform damage assessments.
3. Upon receiving a request for assistance, assess its ability to provide assistance under this Agreement and provide assistance to the extent that it has the capacity and resources to do so

keeping in mind the availability of staffing and the needs of that Participating Jurisdiction. A Participating Jurisdiction will have no responsibility to respond if it determines it is unable to do so and may withdraw its assistance when its own staffing and the needs of that Participating Jurisdiction so require. Participating Jurisdictions commit to offering their available resources to assist Requesting Jurisdictions, subject to resource and staff availability, affected by a localized disaster within the geographic area(s) of the Requesting Jurisdiction within the County.

4. Use their best efforts to ensure Damage Assessment information is collected accurately and in an efficient manner within the confines of the geographical boundaries of the Requesting Jurisdiction(s).
5. Work cooperatively with each other and a Requesting Jurisdiction to collect, validate, and produce preliminary Damage Assessment information as the resources of responding jurisdictions permit.
6. Submit to Waukesha County Emergency Management all relevant Damage Assessment information, including but not limited to, windshield Damage Assessments, initial Damage Assessments, and preliminary Damage Assessments.

SECTION FIVE

Scope of Agreement

Nothing in this Agreement is intended to forfeit any right or responsibility of the County or Participating Jurisdiction under federal, state or local laws. Nor does this Agreement supersede existing mutual aid agreements, except to the extent they might expressly relate to the subject matter hereof. This Agreement is intended to cover only the parties' interactions and cooperation in completing Damage Assessments following an Emergency or Natural Disaster. Participating Jurisdictions hereby authorize and direct their respective personnel and Municipal Damage Assessment Coordinator or his/her designee to the extent reasonable and practicable to take necessary and proper action to render and/or request assistance from the other Participating Jurisdictions in accordance with the policies and procedures established and maintained in accordance with Waukesha County's Emergency Support Function (ESF) #21: Damage Assessment, as per the County's Comprehensive Emergency Management Plan (CEMP)..

SECTION SIX

Control Over Personnel and Equipment

Personnel dispatched to aid a Requesting Jurisdiction pursuant to this Agreement shall remain employees of their respective Participating Jurisdiction. Personnel shall report for direction and assignment at a location determined by the County Damage Assessment Coordinator, Requesting Jurisdiction's Municipal Damage Assessment Coordinator, or their designees. The Participating Jurisdiction shall at all times have the right to make final decisions about its ability to provide resources under this Agreement and once initially dispatched to determine its continuing ability to provide such resources and where necessary to withdraw any and all aid upon the order of its Chief Elected Official or his/her designee; provided, however, that a Participating Jurisdiction withdrawing such aid shall notify the County Damage Assessment Coordinator, Municipal Damage Assessment Coordinator, or his/her designee of the Requesting Jurisdiction of the withdrawal of such aid and the extent of such withdrawal.

Notwithstanding Section Seven and except to the extent subject to an indemnification obligation under Section Nine below, each Participating Jurisdiction shall be solely responsible for the benefits, wages, disability payments, pensions and worker's compensation claims and any other compensation accrued or incurred by each of its own employees while participating in the provision of services under this Agreement and for any damage to the Participating Jurisdiction's vehicles and equipment while participating in the provision of services under this Agreement.

SECTION SEVEN

Compensation

Equipment, personnel, and/or services provided pursuant to this Agreement shall be at no charge to the Requesting Jurisdiction. Notwithstanding the foregoing, and in recognition that provision of assistance to a Requesting Jurisdiction requires the County and Participating Jurisdictions to incur costs, nothing in this provision or elsewhere in this Agreement shall preclude the recovery of expenses incurred from third parties, responsible parties or from any state or federal agency under applicable state and federal laws or assistance programs for services rendered or equipment used in the performance of this Agreement.

SECTION EIGHT

Insurance

Participating Jurisdictions shall procure and maintain, at its sole and exclusive expense, insurance coverage, including: comprehensive liability, personal injury, property damage, worker's compensation,

with minimal limits of \$1,000,000 auto and \$1,000,000 combined single limit general liability per occurrence, and \$2,000,000 in the aggregate. Professional liability coverage shall be required with similar limits. No party hereto shall have any obligation to provide or extend insurance coverage for any of the items enumerated herein to any other party hereto or its personnel. The obligations of this Section may be satisfied by a party's membership in a self-insurance pool, a self-insurance plan or arrangement with an insurance provider approved by the state of jurisdiction. A certificate of insurance and policy endorsement evidencing the required insurance shall be furnished to the County upon execution of this Agreement and upon request at any time during the life of the Agreement.

SECTION NINE

Waiver of Claims/Indemnification

Each party hereto agrees to waive all claims against all other parties hereto for any loss, damage, personal injury or death occurring in consequence of the performance of this Agreement (a "Claim") except to the extent such Claim is the result of a malicious act by a party or its personnel or an act done by them with an intentional disregard of the safety, health, life or property of another. Each Requesting Jurisdiction agrees to indemnify, defend and hold all other parties to this Agreement harmless for all claims, demands, liability, losses, including attorney fees and costs, and damages arising or incurred that are made or asserted by a third party that may arise from the party providing services under this Agreement at the request of the Requesting Jurisdiction, except to the extent the result of a malicious act by a that party or its personnel or an act done by them with an intentional disregard for the safety, health, life or property of another.

Notwithstanding the foregoing, nothing contained within this Agreement is intended to be a waiver or estoppel of Waukesha County, Participating Jurisdiction or its respective insurer to rely upon the limitations, defenses, and immunities contained within Wisconsin Law, including those set forth within Wisconsin Statutes 893.80, 895.52, and 345.05.

SECTION TEN

Non-Liability for Failure to Render Aid

The rendering of assistance under the terms of this Agreement shall not be mandatory and the Participating Jurisdiction may refuse if local conditions of the Participating Jurisdiction prohibit response. It is the responsibility of the Participating Jurisdiction to immediately notify the County Damage Assessment Coordinator of the Participating Jurisdiction's inability to respond. Failure to immediately

notify the County Damage Assessment Coordinator of such inability to respond shall not constitute evidence of noncompliance with the terms of this section and no liability may be assigned.

No liability of any kind or nature shall be attributed to or be assumed, whether expressly or implied, by a party hereto, its duly authorized agents and personnel, for failure or refusal to render aid. Nor shall there be any liability of a party for withdrawal of aid once provided pursuant to the terms of this Agreement.

SECTION ELEVEN

Effective Date, Term, Termination

This Agreement shall become legally binding upon approval by the involved parties in accordance with applicable law and the execution thereof. The duration of this Agreement shall be a one-year period from the date of execution by the County; and shall automatically renew on a year-to-year basis unless terminated in accordance with this Section. Any of the parties may terminate their participation in this Agreement by providing written notice of said intent to terminate participation in the Agreement to all other parties to the Agreement not less than ninety (90) days in advance of the proposed termination date. The Agreement shall remain in full force and effect among the County and remaining Participating Jurisdictions until the County or all Participating Jurisdictions have terminated their participation in the Agreement.

SECTION TWELVE

Miscellaneous Provisions

1. **No Legal Entity, Partnership, Joint Venture.** No new legal entity is created by this Agreement. This Agreement shall not in any way be deemed to create a partnership or joint venture among the parties.
2. **Amendments.** All changes to this Agreement shall be mutually agreed upon among the parties and shall be in writing and designated as written amendments to this Agreement.
3. **Binding Agreement.** This Agreement is binding upon the parties hereto and their respective successors and assigns. This Agreement may not be assigned by a Participating Jurisdiction without prior written consent of the parties hereto.
4. **Severability.** If any clause, provision, or section of this Agreement shall be declared invalid by any Court of competent jurisdiction, the invalidity of such clause, provision, or section shall not affect any of the remaining provisions of this Agreement.
5. **Notices.** Notices regarding termination of this Agreement or participation therein shall be sent by the party via email and deemed served upon a "Read Receipt" received or in writing and deemed served upon depositing same with the United States postal Services as "Certified Mail, Return Receipt Requested" to the Waukesha County Office of Emergency Management and all Participating Jurisdictions.
6. **Governing Law.** This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of Wisconsin.

7. **Execution in Counterparts.** This Agreement may be executed in multiple counterparts or duplicate originals, each of which shall constitute and be deemed as one and the same document.
8. **Captions.** Captions used in this Agreement are used for convenience only and shall not be used in interpreting or construing this Agreement.
9. **Survival.** Any payment or indemnification obligation incurred under this Agreement shall survive the termination of this Agreement.
10. **Non-Discrimination.** In the performance of the services under this Agreement each party agrees not to discriminate against any employee or applicant because of race, religion, marital status, age, color, sex, handicap, national origin or ancestry, income level or source of income, arrest record or conviction record, less than honorable discharge, physical appearance, sexual orientation, political beliefs, or student status.
11. **Compliance With Other Laws.** The parties agree to comply with all applicable Federal, State and local laws, codes and regulation in the performance of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date indicated.

WAUKESHA COUNTY

Dated: _____

By: _____

Gail Goodchild

Director of Emergency Preparedness

[Participating Jurisdiction Signature Pages Follow]

PARTICIPATING JURISDICTION:

Municipality/District

By: _____
Chief Elected Official (Executive, President, Mayor, or Chairperson)

Date: _____

By: _____
Municipal Clerk (if applicable)

Date: _____

COUNTYWIDE DAMAGE ASSESSMENT TEAM STANDARD OPERATING PROCEDURES (SOP), WAUKESHA COUNTY

PURPOSE

This plan will provide the guidance and procedures for the collection of damage assessment information for all Participating Jurisdictions within Waukesha County immediately following an incident and throughout the response and recovery phases. Damage assessment is the process of determining the location, nature, and severity of damage sustained by the public and private sectors.

SCOPE OF SERVICES

The scope of this plan is to address the procedures for the effective collection of damage assessment information to complete required documentation for the request of Individual Assistance during a presidential declaration under the Robert T. Stafford Disaster Relief and Emergency Assistance Act. Additionally, the information collected will assist local and county decision-makers in the activation of shelters, points of distribution, family assistance centers, and other related response activities. Countywide Damage Assessment Team activities will include collecting damage assessment information solely focusing on Individual Assistance eligible facilities and structures including privately owned homes and business facilities.

Damage assessment activities relating to Public Assistance, including the assessments of but not limited to roads, bridges, government buildings, publicly owned utilities, and parks will be handled by the local unit of government having jurisdiction.

OVERVIEW

Waukesha County is susceptible to a variety of natural disasters and human-caused emergencies. Depending on their severity, these events can inflict significant damage on infrastructure and essential services, quickly overwhelming the capacity of individual municipalities or the county as a whole to assess the situation and respond effectively to the needs of affected residents.

Emergency responders, whose primary focus is on saving lives and protecting property, are often challenged to gather and communicate accurate information about the extent of the damage. Without reliable data on the nature and scope of the disaster, Emergency Operations Centers face difficulties in coordinating response efforts and initiating the recovery process.

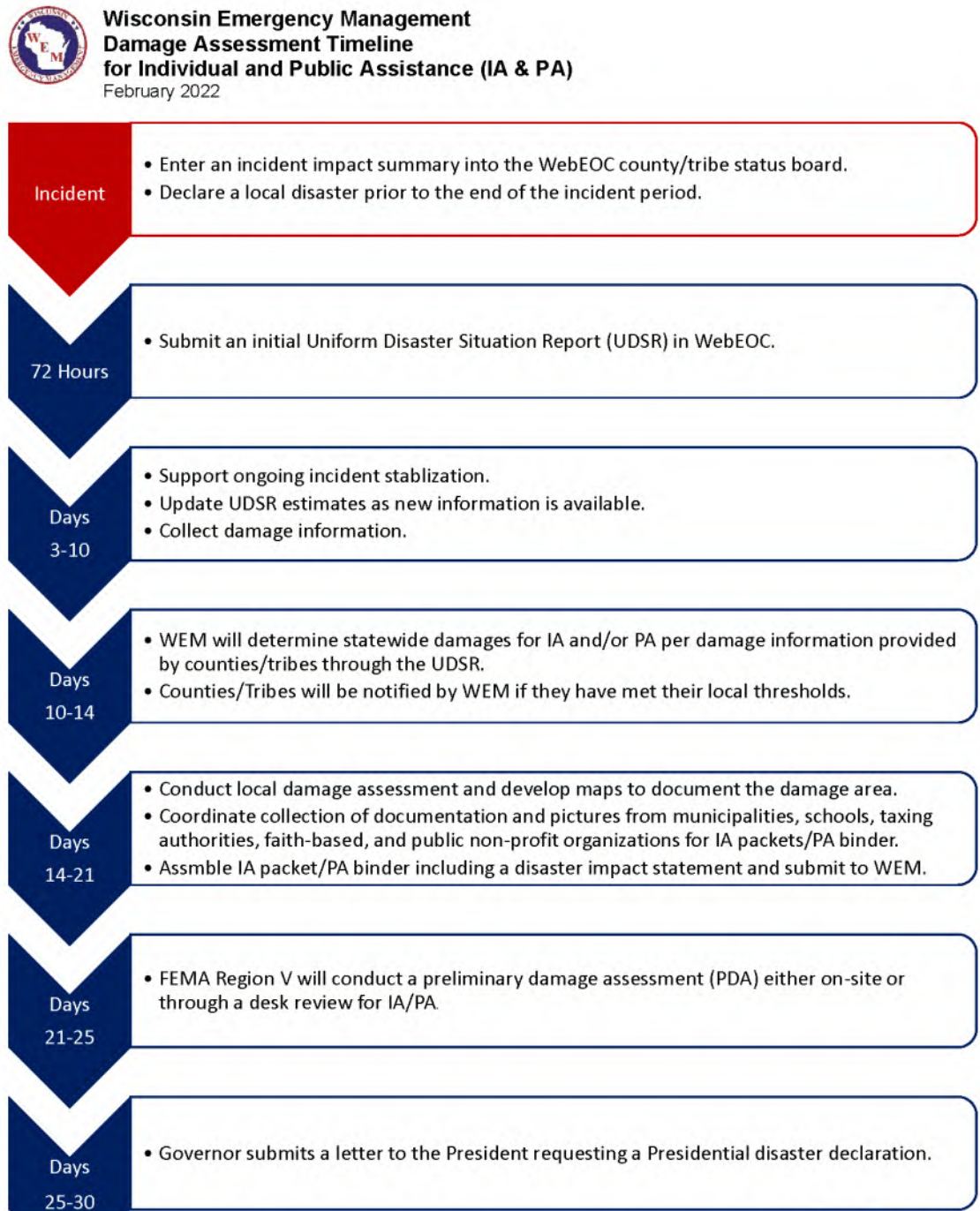
Given that disasters frequently transcend municipal and county boundaries, it is common for municipalities to seek assistance from the Waukesha County Office of Emergency Management when damage and citizen needs reach thresholds past the municipality's capabilities. To streamline the process of damage assessment across political jurisdictions, a mutual aid agreement has been established between Waukesha County and participating municipalities. This agreement aims to facilitate the accurate and timely collection of damage information following natural disasters or emergencies.

Damage Assessment Overview

After a natural disaster or emergency causing damage to private property and public infrastructure meeting thresholds for state and federal assistance, Waukesha County Emergency Management has between 14 and 21 days to compile and submit complete and accurate information to Wisconsin Emergency Management (WEM). This information is necessary for the Governor to prepare and submit a letter to the President requesting a Presidential disaster declaration. The timeline shown in Figure 1 outlines the key steps in this process.

- During and following a disaster, county and local response agencies will, on an ongoing basis, report on the extent of their involvement, damage estimates, and gather information regarding the disaster's impact on the public and private sectors.
- The Waukesha County Emergency Management Coordinator will notify Wisconsin Emergency Management (WEM), through the Region Director, when such a disaster occurs.
- When there is the potential need for state and/or federal assistance to supplement county and local efforts or when requested by the WEM Region Director, the county is expected to inform the WEM Region Director of an incident's impact on the community via WebEOC as soon as practical. The Waukesha County Emergency Management Coordinator must submit a Uniform Disaster Situation Report (UDSR) form to the UDSR board in WebEOC, within 72 hours of the end of a disaster incident period. At a minimum, the UDSR should include the following:
 - Time, date, location, and type of disaster.
 - Time and date of the UDSR submission, as well as name of person submitting the report.
 - Number of people injured or deceased.
 - Number of persons homeless and number evacuated and in shelters.
 - Damage estimates for the public and private sectors.
 - An estimate of the amount of damage covered by insurance.
- To obtain the information required on the UDSR, Waukesha County Emergency Management will coordinate with the affected municipalities to compile applicable information into an overall report for submission within 72 hours to WEM.
- As the disaster progresses and emergency response efforts are curtailed, the county will continue to assess the impact of the disaster through information received from response agencies and from the affected municipalities.
- Waukesha County Emergency Management will be responsible for transmitting updated information to WEM to revise the original UDSR submission.
- Waukesha County Emergency Management, on behalf of the County Executive, will consult with the WEM Region Director on the need for state and/or federal assistance. A decision will be made jointly by WEM and the county as to whether or not and what types of federal assistance will be requested.
- When a decision is made to request Presidential Disaster Assistance, the county is required to participate in the Preliminary Damage Assessment (PDA) process. The PDA is the first step in requesting such assistance. The process and its purpose are described in FEMA's "Damage Assessment Operations Manual." Waukesha County Emergency Management is responsible for assigning a knowledgeable county/local representative to each of the PDA teams.

Figure 1: Wisconsin Emergency Management Damage Assessment Timeline for Individual and Public Assistance (IA & PA)



Fluid Timelines

Timelines are fluid and can be shorter, but NEVER longer.
If IA and PA should happen at the same time, your focus should be on IA.

CONCEPT OF OPERATIONS

This section provides an overview of countywide damage assessment team activities, to support municipal and county-wide coordination during an emergency response. Waukesha County Emergency Management will act as the coordinating entity for the Countywide Damage Assessment Team. The team members are trained on a routine basis and are prepared for activation 24-hours a day, 7 days a week after a disaster occurrence.

ACTIVATION

Aftereffects of disasters can easily surpass municipal and county capabilities in responding to the incident and collecting accurate and timely necessary information, the countywide damage assessment team will be available to provide assistance upon request of the impacted jurisdiction(s). Due to their role in coordinating the county-wide team, requests will be made directly to the Waukesha County Office of Emergency Management. The request process will follow standard procedures in requesting assistance from the Waukesha County Office of Emergency Management.

Upon the notification of the request for assistance, the Waukesha County Office of Emergency Management will coordinate with the Municipal Damage Assessment Coordinator(s) or his/her designee in gathering information regarding the initial damage assessment information within their municipality(s). Once the decision is made to deploy resources to the requesting jurisdiction(s), the County Damage Assessment Coordinator will provide notification to team members through Konexus's AlertSense to gauge team members availabilities. The County Damage Assessment Coordinator, in conjunction with the Waukesha County Office of Emergency Management and the requesting jurisdiction(s) will determine the appropriate response based on the scope of the incident and the availability of resources.

DEPLOYMENT

When deployed, team members will report to a staging location determined in collaboration by the County Damage Assessment Coordinator and the Municipal Damage Assessment Coordinator(s) or his/her designee. Reporting team members will be briefed on the extent of the initial damage information, provided a safety briefing, and given their assignments and damage assessment zones by the County Damage Assessment Coordinator or the Municipal Damage Assessment Coordinator or his/her designee. Deployments of the Countywide Damage Assessment Team will involve teams of 3-4 members, depending on the size of the incident and availability of members, with one member designated as the Team Lead.

Upon arrival at their assigned damage assessment zones, the Team Lead will inform the Municipal Damage Assessment Coordinator(s) or his/her designee of their arrival. Within their designated damage assessment zones, teams will collect damage information in accessible areas to determine level of damage according to the FEMA thresholds for damage (Inaccessible, Affected, Minor, Major, Destroyed).

While conducting damage assessments, the Team Lead will provide updates to the Municipal Damage Assessment Coordinator(s) or his/her designee on the progress of damage assessments conducted within their assigned damage assessment zones. This information will be utilized to account for all resources in the field, as well as, provide situational awareness on the progress of the overall damage assessment functions within the municipality(s).

Upon completion of their duties or as directed by the Municipal Damage Assessment Coordinator(s) or his/her designee, deployed damage assessment team members will coordinate demobilization with the Municipal and County Damage Assessment Coordinators.

DATA COLLECTION

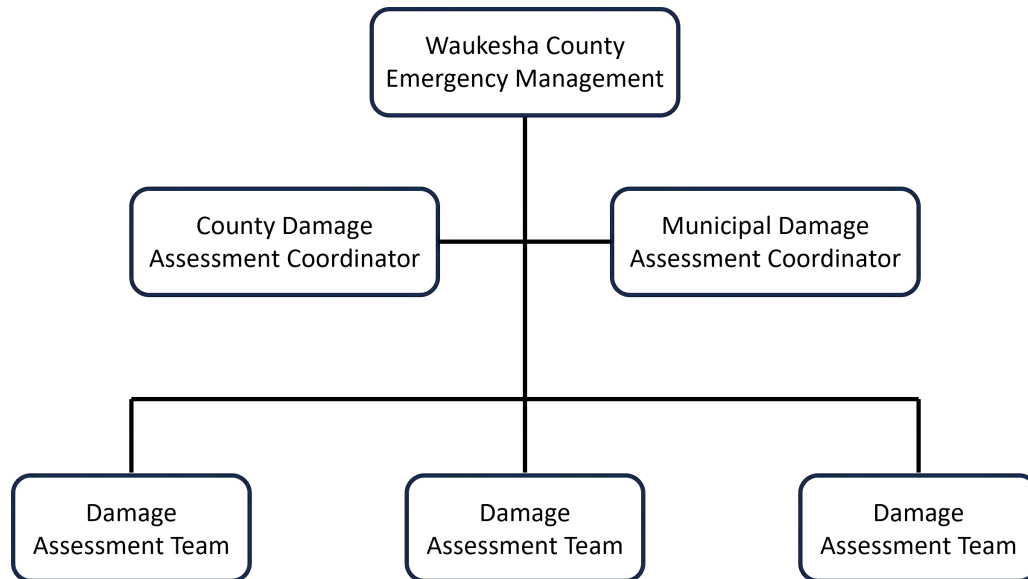
All damage assessment information will be submitted to the Waukesha County Office of Emergency Management through the submission of Waukesha County Emergency Management's Survey123 application. Requesting Jurisdictions with existing damage assessment programs or procedures may choose to have deployed team members utilize these programs or procedures. If a jurisdiction opts to use its own programs or procedures, it must ensure that all collected damage assessment information is shared with the County Damage Assessment Coordinator and Waukesha County Emergency Management. Due to Waukesha County Emergency Management's role in obtaining and submitting damage assessment information to WEM, all information collected will be regarded as the intellectual property of Waukesha County. Damage assessment information collected pertaining to the respective municipalities, will be provided to the Municipal Damage Assessment Coordinator(s) through the use of dashboards displaying the collected damage information. Damage assessment data collected pertaining to specific Participating and Requesting Jurisdictions will be shared at the request of impacted municipality.

POST INCIDENT

Following an incident and at the determination of the Municipal and County Damage Assessment Coordinators, damage assessment team members will participate in a team debriefing conducted by Waukesha County Emergency Management. This debrief will assist in providing feedback on the damage assessment program and provide recommendations for improvement.

If seeking reimbursement funds through Wisconsin Disaster Fund or public assistance under the Stafford Act, Municipal Damage Assessment Coordinators will cooperate with Waukesha County Emergency Management in complying with grant requirements.

TEAM STRUCTURE



- 3-4 Members per deployed damage assessment team, consisting of:
 - (1) Team Leader
 - (1-2) Survey Taker(s)
 - Police
 - Fire
 - Emergency Managers
 - Tax Assessors
 - Building Inspectors/Code Enforcement
 - Information Technology (IT) staff
 - Geographic Information System (GIS) Specialists
 - Public Works (DPW) staff
 - Parks and Recreation/Parks and Land Use Staff
- (1) Crisis Support Staff
 - Health and Human Services Personnel
 - Chaplains
 - Mental Health Professionals

- Team members will be provided with the following items needed to complete their assigned tasks, issued by the County and/or Municipal Damage Assessment Coordinator(s):
 - Maps of the affected area(s).
 - Recovery flyers to distribute to residents/businesses.
 - Safety pamphlets for residents/businesses.
 - Phone numbers (EOC, animal control, utilities, supporting agencies, etc.).
- Team members are encouraged to have the following supplies available to them from their employer for deployments as needed:

Electronics

- Phone/radio
- Weather radio
- GPS unit
- Laptop or tablet
- Camera
- Calculator
- Flashlight or headlamp
- Spare batteries for all electronic devices
- Phone chargers and power inverters

Tools and Miscellaneous

- Tape measure or ruler
- Small shovel (folding)
- Multitool or folding knife
- Watch
- Cash
- Plastic bag for personal garbage
- Backpack
- Clipboard
- Road flares
- Caution/Do Not Enter tape.
- Binoculars
- Duct tape
- Not pads, pens, and pencils.
- Flagging tape
- Spray paint

Personal Safety

- Hand Sanitizer
- Work gloves
- Insect repellent
- Bandana
- Sunscreen
- Sunglasses
- Hard Hat
- Eye Protection
- Hearing Protection
- Hat
- Rain gear or Poncho (large enough to fit over clothing)
- Clothing appropriate for the environment (e.g., heavy-duty pants, insulated layers, etc.)
- Dust masks
- Boots (steel-toed)
- First aid kit
- Medications
- Whistle
- Safety vest
- Water Bottles/Water
- Snacks

ROLES & RESPONSIBILITIES

Waukesha County Emergency Management

The Waukesha County Office of Emergency Management will coordinate the Countywide Damage Assessment Team. Waukesha County Emergency Management will ensure that each municipality in Waukesha County is provided the opportunity to be represented in the countywide damage assessment team and that county/local agencies/departments are aware of their responsibilities following an incident requiring damage assessment information to be collected.

During an incident, Waukesha County Office of Emergency Management will:

- Determine if the team should be activated; consult with the County Executive and activate the team, as appropriate.
- Submit an initial Uniform Disaster Situation Report (UDSR) to Wisconsin Emergency Management in WebEOC within 72-hours of the end of a disaster incident period.
- Receive and compile information from the team members and submit updated reports, as necessary, to WEM.
- Provide damage assessment information to the County Executive and other decision makers on an on-going basis. Obtain specific or additional damage assessment information at their request.
- Maintain records of all damage reports and disaster-related expenditures.
- Coordinate with all affected municipalities and government agencies to ensure there is an understanding of the need to maintain separate and accurate records of disaster-related expenditures.
- If required, appoint and brief county representatives on Preliminary Damage Assessment (PDA) teams.
- If required, coordinate with WEM and the Federal Emergency Management Agency (FEMA) in conducting the PDA. If requested, locate facility to be used as headquarters for PDA teams and coordinators.
- Upon request, provide appropriate information and documentation to WEM in support of requests for federal disaster assistance, e.g., Small Business Administration (SBA) Disaster Loan Program, Farm Services Agency (FSA) Emergency Loan Program, and Presidential Emergency or Major Disaster Declarations.

Following an incident, Waukesha County Office of Emergency Management will:

- Submit a complete and final UDSR to WEM, serving as both a damage assessment report and a record-keeping document which describes the full extent of the disaster's impact on the public and private sectors summarizing the involvement of local/county, private, and NGOs in the response effort and disaster related expenditures to date. Waukesha County Emergency Management will submit this report to WEM, with a copy to the Region Director, within two to three weeks of the disaster occurrence.
- As required, assist in the administration and implementation of Presidential Emergency and Major Disaster Declarations. Act as Designated Agent or Single Point of Contact for all public assistance project applications in the county.
- In a Presidential Disaster Declaration, work with the State Hazard Mitigation Officer (SHMO) in identifying and recommending hazard mitigation projects. Assist in the development of the federally required 180-day hazard mitigation plan. If projects are funded, coordinate with SHMO to ensure they are completed as approved by FEMA.
- Debrief damage assessment team and critique damage assessment operations. Make appropriate

changes in Damage Assessment Annex to improve future operations.

County Damage Assessment Coordinator

The County Damage Assessment Coordinator is responsible for identifying and training countywide damage assessment team members in addition to maintaining the active roster of all damage assessment team members' names and contact information. The County Damage Assessment Coordinator will coordinate countywide assessment activities while team members are deployed. The County Damage Assessment Coordinator reviews the procedures, requirements, and timeframe for reporting damage assessments with team members along with submitting county and municipal damage assessment information to the Waukesha County Office of Emergency Management, applicable Emergency Operation Center(s), or Municipal Damage Assessment Coordinators.

Training for damage assessment team members will involve:

- The purpose of the damage assessment team, the damage assessment function, and conditions in which the team would be activated and how it would operate.
- Their role as team members, including how they will be informed of the team's activation, what information would be expected of them, and the process and timeframe of submitting that information.
- The state's requirements with regards to submitting the UDSR and participating in the Preliminary Damage Assessment (PDA) process.
- Just-In-Time Training prior to team members deployment to conduct damage assessment surveys.

Municipal Damage Assessment Coordinator

The Municipal Damage Assessment Coordinator is responsible for managing the damage assessment function within their specific municipality. The Municipal Damage Assessment Coordinator is responsible for reporting their collected damage assessment data to the County Damage Assessment Coordinator. In coordination with the County Damage Assessment Coordinator, the Municipal Damage Assessment Coordinator shall provide oversight of deployed damage assessment team members to their jurisdiction and provide briefings and necessary information for the adequate collection of damage assessment information.

The Municipal Damage Assessment Coordinator shall:

- Determine, prior to a disaster occurrence, how they will obtain the damage assessment information they are responsible for submitting to Waukesha County Emergency Management.
- Coordinate the performance of damage assessments within their municipality and submit assessment information to Waukesha County Emergency Management through the County Damage Assessment Coordinator within the required timeframe(s).
- Coordinate for the safety and physical security of deployed damage assessment team members.
- Submit updated information, or other requested information to Waukesha County Emergency Management to be used as documentation in support of request for federal disaster assistance.
- Maintain records of all submitted information.
- As appropriate (e.g., if representing a local unit of government or emergency response agency), maintain separate and accurate records of disaster-related expenditures.
- If requested by Waukesha County Emergency Management, participate, as instructed, in the Preliminary Damage Assessment (PDA) process as a county/local representative.

- Assist in providing Just-In-Time Training prior to team members deployment to conduct damage assessment surveys.
- To maintain membership, Municipal Damage Assessment Coordinators are required to complete the following training within their first year of joining the team, submitting certificates of completion to the County Damage Assessment Coordinator.
 - IS-559: Local Damage Assessment
 - [Training](#)
 - IS-403: Introduction to Individual Assistance (IA)
 - [Training](#)
 - W-121: What the Damage?
 - [Wisconsin Emergency Management](#)
- Attend at least (1) damage assessment training per calendar year (provided by Waukesha County Emergency Management).

Participating Jurisdictions

Local government units, including but not limited to county, cities, villages, towns, and lake districts within Waukesha County, are considered Participating Jurisdictions in the Memorandum of Understanding (MOU) for Countywide Damage Assessment Services upon signing the agreement. Participating Jurisdictions are responsible for providing adequate resources and personnel to participate in the countywide damage assessment team.

Participating Jurisdictions will identify, at a minimum (1) personnel for the positions of Municipal Damage Assessment Coordinator and Damage Assessment Team Member. Participating Jurisdictions are encouraged to identify personnel who can effectively perform these functions, selecting from the following roles:

- Municipal Damage Assessment Coordinator
 - Tax Assessors
 - Building and Code Enforcement
 - Planning and Zoning Officials
 - (Civil, Structural, Environmental) Engineers
- Damage Assessment Team Member
 - Police
 - Fire
 - Emergency Managers
 - Tax Assessors
 - Building Inspectors/Code Enforcement
 - Information Technology (IT) staff
 - Geographic Information System (GIS) Specialists
 - Public Works (DPW) staff
 - Parks and Recreation/Parks and Land Use Staff
 - Health and Human Services Personnel
 - Chaplains
 - Mental Health Professionals

Participating Jurisdictions are responsible for and have agreed to:

- Working in cooperation with all other participating and requesting jurisdictions to collect, validate, and produce damage assessment information.

Requesting Jurisdictions

Participating Jurisdictions within Waukesha County, requesting the assistance of the countywide damage assessment team, are considered Requesting Jurisdictions in the Memorandum of Understanding (MOU) for Countywide Damage Assessment Services regardless of signing the agreement.

Requesting Jurisdictions are responsible for:

- Determine, prior to a disaster occurrence, how they will obtain the damage assessment information they are responsible for submitting to Waukesha County Emergency Management.
- Coordinate the performance of damage assessments within their municipality and submit assessment information to Waukesha County Emergency Management through the County Damage Assessment Coordinator within the required timeframe(s).
- Coordinate for the safety and physical security of deployed damage assessment team members.
- Submit updated information, or other requested information to Waukesha County Emergency Management to be used as documentation in support of request for federal disaster assistance.
- Maintain records of all submitted information.
- As appropriate (e.g., if representing a local unit of government or emergency response agency), maintain separate and accurate records of disaster-related expenditures.
- If requested by Waukesha County Emergency Management, participate, as instructed, in the Preliminary Damage Assessment (PDA) process as a county/local representative.
- Engage and coordinate with Participating Jurisdictions seeking reimbursement for services rendered, ensuring that the invoicing procedures are mutually agreed upon by both parties.

Team Members

Countywide Damage Assessment Team members make up the cooperative team consisting of municipal and county designated personnel from Participating Jurisdictions. Team members are responsible for the collection of damage assessment information within their assigned damage assessment zones as designated by the requesting Municipal Damage Assessment Coordinator. Members are responsible for providing updated contact information to the County Damage Assessment Coordinator and responding to notifications of activations and informing the County Damage Assessment Coordinator of their availabilities. Upon activation, team members are required to report to the designated location for check-in to receive a briefing and Just-In-Time Training conducted by the County Damage Assessment Coordinator, Municipal Damage Assessment Coordinator, or their designee. To maintain membership, Team Members are required to:

- Complete the following FEMA Independent Study (IS) training within their first year of joining the team, submitting certificates of completion to the County Damage Assessment Coordinator.
 - IS-559: Local Damage Assessment
 - [Training](#)
 - IS-403: Introduction to Individual Assistance (IA)
 - [Training](#)
 - W-121: What the Damage? (Not required within the first year, but recommended.)
 - [Wisconsin Emergency Management](#)

- Attend at least (1) damage assessment training per calendar year (provided by Waukesha County Emergency Management).

Team Lead

Team Leads, are designated Team Members responsible for the coordination of on-scene activities with the County Damage Assessment Coordinator, Municipal Damage Assessment Coordinator, or their designee. Team Leads are responsible for assigning areas of responsibilities and overseeing the team's activities. Team Leads will ensure that Team Members adhere to safety instructions received by the Municipal Damage Assessment Coordinator and will verify data collected by Team Members for accuracy and completeness before submission. The Team Lead will provide updated information on a pre-determined basis on the damage assessment efforts and as requested, provide updated information.

Survey Taker

Survey Takers are responsible for accurately recording and documenting detailed damage information, including locations, photos, estimated damage costs, and impact extent. They will utilize the Survey123 Damage Assessment tool, or any alternate tool provided. Survey Takers must ensure that photos effectively capture scale, context, and specific details (e.g., building identifiers or structural components) to support assessments. Survey Takers will guarantee that data recording maintains high standards of accuracy and integrity to ensure assessment reliability. Adhere to all safety instructions received by the Municipal Damage Assessment Coordinator, and they should not enter homes unless absolutely necessary and with the approval of the County Damage Assessment Coordinator, Municipal Damage Assessment Coordinator, or their designee.

Crisis Support Staff

Crisis Support Staff focus on providing vital emotional and informational support to individuals and families affected by disasters, facilitating access to resources. This role requires offering compassionate listening and assessing residents' immediate emotional needs. Crisis Support Staff will provide information regarding services such as shelter, food, and medical assistance, and guiding residents through the process of securing support. Acting as a liaison, the Crisis Support Staff ensures transparent communication between the damage assessment team and the community, aiding residents in understanding assessment processes and managing expectations. Crisis Support Staff will assist Survey Takers in gathering accurate information on the impact to residents, capturing concerns and service needs for further action.



To: Jeff Knutson, Village President
Village Board

From: Jenna Peter
Village Clerk

Date: April 30, 2025

Re: Agenda Item 8d, Discussion and Possible Action to Approve Transient Merchant Permits

BACKGROUND

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

ACTION REQUESTED

To approve the Transient Merchant Permit applications for the listed individuals working for Aptive Environmental LLC for 60 days:

1. Jacob Cueva
2. Samuel Humphrey
3. Nathan Chinn
4. Khloe Rael
5. Xavier Creighton
6. Thomas Stock
7. Tylan Blatter
8. Anthony Carlock
9. Zao Shatto
10. Raelee Crawford
11. Aston Rael
12. Brenden Cannon
13. Delroy Byndloss
14. Preston Davis
15. Alexis Davis
16. James Stock
17. Kenneth Anderson
18. Jayden Safley
19. Jevon Taylor
20. Bradley Stock

ANALYSIS

The above applicants have applied for a transient merchant permit to offer door-to-door pest control services. Background checks have been completed through the Department of Justice and the applicants meet the requirements to hold a transient merchant permit in the Village. Staff recommends approval of the licenses above.



To: Jeff Knutson, Village President
Village Board

From: Jenna Peter
Village Clerk

Date: May 2, 2025

Re: Agenda Item 8e, Review, discussion and possible action to approve agreement with CivicPlus ArchiveSocial for social media archiving services.

BACKGROUND

ArchiveSocial is an automated social media archiving service. ArchiveSocial helps meet the needs for public records archiving and servicing public records act requests. Communications on social media and messaging applications are subject to the same disclosure guidelines as communications on more conventional mediums such as email or text.

The Wisconsin Statutes 19.31-19.39 defines public records as, "Any material on which written, drawn, printed, spoken, visual or electromagnetic information is recorded or preserved, regardless of physical form or characteristics, which has been created or is being kept by an authority". In 2015, the Wisconsin Attorney General released a Wisconsin Public Records Law Compliance Guide which directly addresses social media - "Electronic records include content posted by or on behalf of authorities to social media sites, such as Facebook and Twitter, to the extent that the content relates to government business. If an authority uses social media, the content must be produced if it is responsive to a public records request. This includes not only currently 'live' content, but also past content." The information posted to social media by public agencies, as well as the comments and replies received on that information, can constitute public records in Wisconsin and must be retained.

Social media increasingly serves as a primary communications channel with the public. The ability to retain and produce accurate records of our social media becomes increasingly important. Records of social media content may prove critical in protecting the Village during legal proceedings and other risk-oriented circumstances. ArchiveSocial currently archives social media such as Facebook, Twitter, Youtube, Instagram, LinkedIn, TikTok, Vimeo, Pinterest, and Flickr.

Archiving government agency's social media pages is something that thousands of agencies across the country are already addressing by using ArchiveSocial. This includes hundreds of agencies in the State of Wisconsin including some of our neighbors such as Waukesha, Hartland, Brookfield, New Berlin, Butler, Germantown, Wauwatosa, Thiensville, Franklin, Whitefish Bay, and many more.

ACTION REQUESTED

To seek approval for the agreement with ArchiveSocial for their automated social media archiving services not to exceed **\$3,641** for the Economy Plan or **\$5,583** for the Standard Plan for service dates 6/1/25-5/31/26.

ANALYSIS

There is the option for the Village Hall to cost share with the Police Department who have had a Facebook page since 2013. Should the Police Department desire to cost share, the totals would be split evenly between the two offices.

A Village of Pewaukee 150th Facebook page was created in March 2025 which could potentially turn into the Village of Pewaukee Facebook page after the celebration has concluded. The Board could also decide to create a Village Hall Facebook page before that.

Attachments

**CivicPlus**

302 South 4th St. Suite 500
Manhattan, KS 66502
US

Order Form**Quote #:**

Q-99380-1

Date:

5/1/2025 12:48 PM

Expires On:

5/31/2025

Client:

Village of Pewaukee, WI

Bill To:

PEWAUKEE VILLAGE, WISCONSIN

SALESPERSON	Phone	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Kemp Wyatt		kemp.wyatt@civicplus.com		Net 30

Discount(s)

QTY	PRODUCT NAME	DESCRIPTION	12 Month Value
1.00	Social Media Archiving Year 1 Annual Fee Discount	Year 1 Annual Fee Discount	USD -1,527.45

One-time(s)

QTY	PRODUCT NAME	DESCRIPTION	12 Month Value
1.00	Social Media Archiving Provisioning Fee - Standard	Social Media Archiving Account Activation and Setup	USD 1,000.00

Recurring Service(s)

QTY	PRODUCT NAME	DESCRIPTION	12 Month Value
1.00	Social Media Archiving - Standard	Social Media Archiving Subscription - Unlimited Accounts & Up To 3.5k Records Per Month - Includes Risk Management Analytics (RMA) and Web Snapshots	USD 6,109.80

List Price - Initial Term Total	USD 8,188.00
Total Investment - Initial Term	USD 5,582.35
Annual Recurring Services (Subject to Uplift)	USD 6,109.80

Initial Term	6/1/2025 - 5/31/2026, Renewal Term 6/1 each calendar year
Initial Term Invoice Schedule	100% Invoiced upon Acceptance Date

Annual Uplift	5% to be applied in year 2
---------------	----------------------------

This Order Form sets forth the commercially binding terms of the Client's (as defined above) usage of the Social Media Archiving services (the "Services"). By accepting this Order Form, which may be evidenced by your return of this completed Order Form, written acceptance (e-mail is sufficient), or Client's access and use of the Services, you, on behalf of the Client, are representing that you are authorized to bind the Client listed herein to the pricing and term stated in this Order Form

Acceptance of Quote # Q-99380-1

Please note that if you plan to issue a purchase order, we request you include the following language on the front of the PO:

Social Media Archiving's maximum liability under this purchase order is limited to the total amount of fees received during the 12-month period preceding the event giving rise to the liability, except that such limitation of liability will not apply to Social Media Archiving's indemnification for intellectual property infringement or personal injury.

Organization Legal Name:

Billing Contact:

Jenna Peter

Title:

Billing Phone Number:

Billing Email:

Billing Address:

Mailing Address: (If different from above)

PO Number: (Info needed on Invoice (PO or Job#) if required)

**CivicPlus**

302 South 4th St. Suite 500
Manhattan, KS 66502
US

Order Form**Quote #:**

Q-99439-1

Date:

5/2/2025 8:49 AM

Expires On:

5/31/2025

Client:

Village of Pewaukee, WI

Bill To:

PEWAUKEE VILLAGE, WISCONSIN

SALESPERSON	Phone	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Kemp Wyatt		kemp.wyatt@civicplus.com		Net 30

Discount(s)

QTY	PRODUCT NAME	DESCRIPTION	12 Month Value
1.00	Social Media Archiving Year 1 Annual Fee Discount	Year 1 Annual Fee Discount	USD -1,047.00

One-time(s)

QTY	PRODUCT NAME	DESCRIPTION	12 Month Value
1.00	Social Media Archiving Provisioning Fee - Economy	Social Media Archiving Account Activation and Setup	USD 500.00

Recurring Service(s)

QTY	PRODUCT NAME	DESCRIPTION	12 Month Value
1.00	Social Media Archiving - Economy	Social Media Archiving Subscription - Up to 12 Accounts & Up To 1.6k Records Per Month	USD 4,188.00

List Price - Initial Term Total	USD 4,688.00
Total Investment - Initial Term	USD 3,641.00
Annual Recurring Services (Subject to Uplift)	USD 4,188.00

Initial Term	6/1/2025 - 5/31/2026, Renewal Term 6/1 each calendar year
Initial Term Invoice Schedule	100% Invoiced upon Acceptance Date

Annual Uplift	5% to be applied in year 2
---------------	----------------------------

This Order Form sets forth the commercially binding terms of the Client's (as defined above) usage of the Social Media Archiving services (the "Services"). By accepting this Order Form, which may be evidenced by your return of this completed Order Form, written acceptance (e-mail is sufficient), or Client's access and use of the Services, you, on behalf of the Client, are representing that you are authorized to bind the Client listed herein to the pricing and term stated in this Order Form

Acceptance of Quote # Q-99439-1

Please note that if you plan to issue a purchase order, we request you include the following language on the front of the PO:

Social Media Archiving's maximum liability under this purchase order is limited to the total amount of fees received during the 12-month period preceding the event giving rise to the liability, except that such limitation of liability will not apply to Social Media Archiving's indemnification for intellectual property infringement or personal injury.

Organization Legal Name:

Billing Contact:

Jenna Peter

Title:

Billing Phone Number:

Billing Email:

Billing Address:

Mailing Address: (If different from above)

PO Number: (Info needed on Invoice (PO or Job#) if required)



To: Jeff Knutson, President
Trustees of the Village Board

From: Matt Heiser
Village Administrator

Date: May 2, 2025

Re: May 6, 2025 Village Board Meeting Agenda Item 8(f)
Review, discussion and possible action on the First Amendment to the Collective
Bargaining Agreement between the Village of Pewaukee and the Pewaukee Police
Association. (OPEN SESSION PACKET MATERIAL)

BACKGROUND

The relationship between the Village of Pewaukee and the Pewaukee Police Association is defined in a collective bargaining agreement.

The Chief of Police is proposing an amendment to the agreement.

ACTION REQUESTED

The action requested is to approve the proposed First Amendment to the collective bargaining agreement.

ANALYSIS

The Chief provided a brief cover letter to explain the proposal. The Pewaukee Police Association has already voted to approve the proposed First Amendment.

Attachment:

1. First Amendment to the Collective Bargaining Agreement between the Village of Pewaukee and the Pewaukee Police Association.
2. Police Chief Cover Letter.

**FIRST AMENDMENT TO THE COLLECTIVE BARGAINING AGREEMENT
BETWEEN
THE VILLAGE OF PEWAUKEE
AND
THE PEWAUKEE POLICE ASSOCIATION**

This First Amendment to the 2024-2025 Collective Bargaining Agreement (“CBA”) between Village of Pewaukee (“Village”) and the Pewaukee Police Association (“Union”) is made effective as of May 7, 2025 (“**Effective Date**”) by and between the Village and the Union.

WHEREAS, the parties recognize the importance of the Village being able to attract qualified and experienced law enforcement officers from other agencies for employment with the Village; and

WHEREAS, one method of attracting such lateral hires to the Village is to offer to compensate them at a rate on the CBA’s wage schedule that acknowledges the qualifications and experience gained from their time with other agencies.

NOW THEREFORE, the Village and the Union, hereby agree to amend the CBA as follows:

1. That portion of Article II (Wages and Classification) of the CBA addressing Lateral Transfers shall be modified as follows:

Lateral Transfers

The initial appointment of a newly hired employee above the established starting rate of pay may be made by the Village if it decides to hire a new employee with a minimum of two (2) years full-time experience in a position with the power of arrest. Any such appointment must be at an established pay level on the wage schedule above. If hired at “Pay Level II - Two (2) Years from Start” the employee would move to “Pay Level I – Three and one-half (3 ½) years from start” after eighteen (18) calendar months. If the Village decides to hire a new employee with a minimum of three and one-half (3 ½) years full-time experience in a position with the power of arrest, the Village may place the new employee at “Pay-Level I – Three and a half (3 ½) Years from start” immediately upon hire. This provision does not alter the probation requirements contained in this Agreement, the seniority level of the new hire, or any other years of service related benefits.

2. Except as expressly stated herein, all terms and conditions of the CBA shall remain in full force and effect.

In consideration of the mutual covenants and agreements set forth in this Amendment, the receipt and sufficiency of which are hereby acknowledged, the parties have caused this Amendment to be executed below by their duly authorized representatives.

Village of Pewaukee:

Pewaukee Police Association:

Date: _____

Date: _____

Date: _____

Date: _____

Date: _____

Date: _____



TIMOTHY HEIER
CHIEF OF POLICE



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

May 1, 2025

TO: Matt Heiser
Village Administrator

FROM: Timothy Heier
Chief of Police

RE: Amendment request to the 2024-2025 Collective Bargaining Agreement (CBA) regarding Lateral Transfer modification

In this increasing difficult and competitive labor market we are requesting Village Board approval to amend the Collective Bargaining Agreement (CBA) as it relates to the hiring of Lateral Transfers to our department.

In the 2022-2023 CBA, the agreement was to accept Lateral Transfers with a minimum of two-years (2) full-time experience begin at Pay-Level II, regardless of their years of experience over the minimum years.

We are now requesting Lateral Transfers with three and a half (3 ½) or more years of experience be able to begin at Pay Level I.

The reason for the change with The Pewaukee Police Association is our effort to attract qualified and experienced law enforcement officers from other agencies and offer compensation equivalent to their qualifications and experience gained from their time at other agencies.

Respectfully,

Timothy Heier
Chief of Police



To: Jeff Knutson, President
Trustees of the Village Board

From: Matt Heiser
Village Administrator

Date: May 2, 2025

Re: May 6, 2025 Village Board Meeting Agenda Item 8(g)
Review, discussion and possible action on the Developer Agreement and Mortgage between the Village of Pewaukee and Duncans Inc. for TID #2 Project Cost Expenditures for Development at 203 West Wisconsin Avenue. (OPEN SESSION PACKET MATERIAL)

BACKGROUND

Brewfinity is in the process of opening a location in the Village at 203 West Wisconsin Ave. In the process of remodeling they learned that building code required them to install a commercial sprinkler system for fire suppression. This was an unforeseen expense to the development and resulted in approximately \$100,000 of additional costs.

203 West Wisconsin Ave is part of Tax Incremental District #2 (TID #2) for the Village of Pewaukee. The developer approached Village Staff, the Village President and a Board member seeking TID support for the project. The developer is requesting a \$30,000 loan to defer the costs of the sprinkler system.

ACTION REQUESTED

The action requested is to approve the proposed Developer Agreement and Mortgage between the Village of Pewaukee and Duncans Inc.

ANALYSIS

Staff reviewed the request with the Village Attorney and Village Financial Advisor, Baird.

- The existing project plan for TID #2 allows for the TID to lend money for development projects.
- Baird created a Cash Flow Proforma that shows TID #2 will be paid back by 2034 via tax payments from the increase in value resulting from the development (aka “increment”).
- The Village Attorney composed the agreement and included a security element to make TID #2 whole in the event the business moves or building is sold before the loan is paid back.

The Village has approved an agreement with the same structure for a past development. The developer has verbally agreed to the proposed terms.

Attachments:

1. Developer Agreement between the Village of Pewaukee and Duncans, Inc.
2. Mortgage for Duncans, Inc.
3. Cash Proforma from Baird
4. Sprinkler System Plans for Brewfinity

DEVELOPER'S AGREEMENT

This Developer's Agreement is hereinafter referred as the "Developer Agreement" or "Agreement" and is made by and between the VILLAGE OF PEWAUKEE, a Wisconsin municipal corporation (hereinafter referred to as the "Village") and DUNCANS INC., a Wisconsin corporation (hereinafter referred to as "Developer") for the redevelopment of a parcel of land and improvements at 203 West Wisconsin Avenue, Pewaukee, Wisconsin (hereinafter referred as the "Property").

R E C I T A L S

WHEREAS, the Village has created Tax Increment Financing District (TID) No. 2 to fund the renovation and improvement of properties within the District; and

WHEREAS, the TID No. 2 Project Plan adopted by the Village authorizes specific project costs in support of "acquisition of property or assistance within the District to encourage and promote development and redevelopment"; and

WHEREAS, the Property is located within TID No. 2; and

WHEREAS, the Developer intends to rehabilitate the Property to provide a microbrewery tenant space including, but not limited to, upgrading the Property with a modern fire suppression system, with such improvements to be constructed on the site in accordance with the plans attached as Exhibit A.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Village and the Developer hereby agree as follows:

I. DEVELOPER OBLIGATIONS

1. Developer agrees at its expense to make improvements to the Property, including the installation of a modern fire suppression system, as shown in the plans attached hereto as Exhibit A.

2. Developer agrees to obtain all permits required to make the improvements to the Property as required by applicable approving agencies, and shall make and install the improvements to the Property in accordance with all laws, rules, regulations, and ordinances applicable to the improvements, whether they be state, federal, or local.

II. TAX INCREMENT AND DEVELOPER INCENTIVE

3. The Village intends to fund its TID No. 2 project costs through Village borrowing and to recover such TID No. 2 project costs, including the costs of borrowing, through TID No. 2. As a developer incentive, the Village shall contribute from the TID No. 2 economic development fund a principal amount of up to \$30,000.00 to the Developer for site development costs specifically related to the installation of the modern fire suppression system depicted in Exhibit A as provided for hereunder. Such payment shall be referred hereinafter as the “developer incentive” or “project cost expenditure.”

4. As such developer incentive, the Village agrees to pay the Developer a one-time payment from the TID No. 2 development fund in the principal amount of \$30,000.00 within forty-five (45) days from the date an occupancy permit is issued for Brewfinity Brewing Co. to occupy the tenant space at 203 West Wisconsin Avenue. In accordance with the TID project plan, the Village will work with the Developer to coordinate the improvements contemplated hereunder; however the Village will have sole discretion as to the timing, establishment, means and methods of the Village expenditure herein for said improvements.

III. OWNER GUARANTEES

5. Developer shall have the right to mortgage the Property with a first priority lien for permanent financing related to the ongoing operations of the Property and/or construction of the improvements. Notwithstanding the foregoing, Developer will give a mortgage on the Property in favor of the Village to secure the payment of the developer incentive paid by the Village in the amount of \$30,000.00 and to further secure all of Developer’s obligations under this Agreement. The mortgage shall further secure the Village’s recovery of all project cost expenditures made per this Agreement as provided herein. The Village agrees to subordinate said mortgage to the lien of Developer’s primary construction and permanent financing lender described above, if any. The mortgage will secure the Developer’s obligations under this Agreement and will specifically prohibit transfers of interest in the Property and in the Developer without the prior written consent of the Village.
6. Developer shall timely pay any and all General Property Taxes, as that term is defined in Wis. Stat. Section 74.01, due and owing for the Property during the term of this Agreement.
7. In addition to the remedies for default provided to the Village by this financing guarantee, the Village reserves the right with fourteen (14) days prior written notice to impose special assessment or charges for any amount to which it is entitled by virtue of this Agreement and otherwise consistent with the special assessment statute, Wis. Stats. §66.0701, et. seq. The special assessment rights hereunder may be exercised pursuant to this paragraph on the Property described herein without a hearing. Developer does hereby waive hearing on such special assessment and agrees that an assessment of up to \$30,000.00 to cover the Village’s project cost expenditures is reasonable and benefits the Property. Such special assessments or charges shall be collected in the next succeeding tax roll, or as other special assessment or special charges. This paragraph constitutes the Developer’s waiver of notice and consent to the special assessment or special charges which may be required by law to the extent of an amount equal to the then remaining balance, equalized value,

shortfall payment and any shortfall on the actual tax increment due under this Agreement. This provision shall survive the Developer's Agreement until such time that the Village fully recovers the project cost expenditures provided for in this Agreement.

IV. INSURANCE

8. Developer, its contractors, lessees, successors and/or assigns shall, during their occupancy and ownership of the Property purchase or cause to be purchased, and continuously maintained and in effect, insurance against such risks, both generally and specifically, with respect to the private development as are customarily insured against in developments of like size and character, including, but not limited to, casualty insurance, comprehensive general liability insurance, physical damage insurance, builders risk insurance and other forms of insurance reasonably required, in the same form as other Wisconsin entities, such insurance shall be retained in amounts and with terms of coverage generally customary to such Property. Such insurance shall name the Village as an additional insured as its interests may appear. Said insurance shall be documented by an Endorsement in a form satisfactory to the Village. In the event the Property is damaged, or partially or fully destroyed, Developer shall cause the insurance proceeds from such loss to be used to promptly repair and restore the Property to its original condition. If, in the sole discretion of the Developer, it is determined that it is non-economically or otherwise feasible to rebuild the Property, Developer agrees to cause the insurance payments to be deposited in a reserve account in an amount sufficient to repay guaranteed increment payments then outstanding as of the date of the payment.

V. DEVELOPER OBLIGATION

9. Upon approval of the plans and specifications as set forth in Exhibit A, the Developer shall, subject to unavoidable delays, promptly commence and diligently pursue and complete the project on or before December 31, 2025. In the event the minimum improvement value described herein is not achieved by January 1, 2026, the Village reserves the right to pursue its remedies hereunder to support the guaranteed increment payment.
10. Developer agrees to construct the project in accordance with the approved plans and specifications in compliance with all codes and applicable rules and laws.
11. Minimum Improvement Value. Village and Developer have entered into this Agreement on the assumption that the improvements described in Exhibit "A", when completed, but not later than December 31, 2025, must have a tax assessed value of not less than \$1,914,600.00. The Developer agrees that as of January 1, 2026, and any January 1 after that until the Village fully recovers the project cost expenditures provided for in this Agreement, the tax assessed value of the Property shall not be less than \$1,914,600.00. The minimum project improvements, when completed, but not later than January 1, 2026, must produce tax increment revenue equal or greater to the guaranteed tax increment required of a \$1,914,600.00 assessed valuation. It is anticipated that the annual TIF revenue from this project will be approximately \$4,189.00. Failure to achieve the guaranteed tax increment required at any time until the Village's project cost expenditures provided for in this Agreement are fully recovered shall allow the Village to access the guarantees referenced in this Agreement. In the event the minimum improvement value

is not achieved as provided for herein and/or the tax assessed value of the Property is less than \$1,914,600.00, the Village may access the guarantees set forth herein for the difference between the taxes which would have been paid on the Property at the \$1,914,600.00 assessed value and the taxes actually paid on the Property as a result of the actual assessment until such time that the Village fully recovers the project cost expenditures provided for in this Agreement. In all respects, Developer shall be liable to pay any shortfall as defined in this section to the Village.

12. Developer's Obligation. Developer and its successors and assigns shall maintain the improvements on the project site and shall operate such improvements in compliance with the terms of this Agreement and all local, state and federal laws and regulations. No portion of the project site may be sold to any party without the prior written consent of the Village until the termination of this Agreement. The Developer shall certify to the Village by January 1, 2026, that the total value of the Property is at least \$1,914,600.00.
13. The Village has entered into this Agreement with Developer on the basis of the identity of the Developer. Therefore, Developer hereby warrants and represents to the Village that the owner may not transfer any interest in the land or any interest in the project, the rights under this Agreement or any interest in the Developer, at any level, in excess of five (5%) percent of the issued and outstanding membership interest in said LLC. Any violations of this covenant without securing the prior written consent of the Village shall be considered an event of default, and the Village shall have the right to pursue its remedies for default hereunder.
14. Taxable entity. The Developer warrants and represents that the property shall be owned by entities that are not exempt from real estate taxes, and shall be a condition of this Agreement that ownership or occupancy of any portion of the property may not be transferred to an entity which is exempt from real estate taxes without the prior written consent of the Village, which consent may be conditioned upon the execution by such new owner or occupant of an agreement to make payments in lieu of taxes in an amount equal to the then-existing non-exempt property assessment multiplied by the applicable tax rate for the Village. This obligation shall survive until the termination of TID No. 2. In the event the Developer receives an exemption from general real estate taxes, such circumstance will be deemed an event of default hereunder, and the Village may exercise its rights under the guarantee as provided for in this Agreement.

VI. EVENTS OF DEFAULT

15. Failure by the Developer to cause substantial and material completion of the project to occur pursuant to the terms, conditions and limitations of this Agreement or to fulfill any obligations, conditions, agreements or covenants under this Agreement.
16. Failure of the Developer to observe or perform any other covenant, condition, obligation or agreement on its part to be observed or performed under this Agreement within thirty (30) days after receipt of written notice of default from the Village specifying such default. In the event that the default is such that immediate harm may result from such default, then the Developer shall be given five (5) days written notice to cure such default.
17. Remedies of Default. Whenever an event of default referred to herein occurs and is continuing, the Village may take any one or more of the following actions:

- (i) The Village may suspend its performance under this Agreement until it receives assurances from the Developer, deemed adequate by the Village, that the Developer will cure its default and continue its performance of this Agreement;
- (ii) In the case of an event of default which occurs prior to completion of the project, the Village may cancel the Agreement and this Developer's Agreement.
- (iii) The Village may take any action, including legal or administrative action in law or equity, which may reasonably be necessary or desirable to enforce performance and the observance of the obligations hereunder.

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

- 18. Whenever an event of default occurs and the Village shall employ attorneys or incur other expenses for the collection of payments due or to become due, or for the enforcement or performance or observance of any obligations or agreements on the part of the Developer herein contained, the Developer agrees it shall, on demand thereof, pay the Village the reasonable fees of such attorneys and such other expenses so incurred by the Village.
- 19. Indemnification. Developer covenants and agrees that the Village, its governing body, members, officers, agents, including independent contractors, consultants, legal counsel, servants and employees, hereinafter collectively referred to as the "Indemnified Parties" shall not be liable for and Developer agrees to jointly and severally indemnify and hold harmless the Indemnified Parties against any loss or damage to the Property or any injury to or death of any person occurring at or about or resulting from any defect in the project or from any costs or claim, including reasonable attorney fees, which may result from the Developer's default under this Agreement, except for any willful misrepresentation or any willful wanton misconduct of the Indemnified Parties, the Developer agrees to protect and defend the Indemnified Parties now and forever and further agrees to hold the aforesaid Indemnified Parties harmless from any claim, demand, suit, action or other proceedings whatsoever by any person or entity whatsoever arising or purportedly arising from the actions or inactions of the Developer (or other persons acting on its behalf or under its direction or control) under this Agreement or the transactions contemplated hereby or the acquisition, construction, installation, ownership and operation of the project.

VII. TERMINATION

- 20. This Agreement shall terminate and be of no further force and effect, unless otherwise provided herein, upon the date the Village has recovered the project cost expenditures paid under this Agreement.

VIII. MISCELLANEOUS

21. This Agreement shall be governed and construed in accordance with the laws of the State of Wisconsin.
22. This Agreement may be signed in any number of counterparts with the same effect as if the signatures thereto and hereto were on the same instrument.
23. This Agreement contains the entire agreement and understanding of the parties with respect to the subject matter hereof and may not be amended or modified except through an instrument executed by all parties hereto.
24. If any provision of this Agreement shall be held, deemed to be or shall, in effect, be inoperative or unenforceable, the validity of any one or more phrases, sentences, clauses or sections contained in this Agreement shall not affect the remaining provisions or portions of this Developer's Agreement.
25. The parties acknowledge that approval for the authority to execute this Agreement has been obtained by the governing body of each party.

Dated at _____, Wisconsin, as of the date first above written.

VILLAGE:
Village of Pewaukee:

DEVELOPER:
Duncans Inc.

By: _____
Jeffrey Knutson,
Village President

By: _____

Print Name & Title

DRAFT

EXHIBIT “A”

APPROVED PLANS

DRAFT

EXHIBIT B

LEGAL DESCRIPTION OF THE PROPERTY

DRAFT

MORTGAGE

THIS MORTGAGE IS MADE AS OF _____ by DUNCANS INC a Wisconsin corporation , whose address is _____, _____ (hereinafter referred to “Grantor”) and the VILLAGE OF PEWAUKEE, a Wisconsin municipal corporation, whose address is 235 Hickory Street, Pewaukee, Wisconsin, 53072 (hereinafter referred to as “Village”).

GRANT OF MORTGAGE. For valuable consideration, Grantor mortgages and conveys to Village all of Grantor’s right, title, and interest in and to the following described real property, together with all Improvements (as defined below); all proceeds of each policy of insurance relating to any of the Improvements,; all rents, issues, profits, revenues, royalties or other benefits of the Improvements, or the Real Property; all privileges, hereditaments, easements, rights of way, and appurtenances; all awards and payments made as a result of the exercise of the right of eminent domain; and all other rights, royalties, and profits relating to the real property located in the **Village of Pewaukee, Waukesha County, State of Wisconsin (the “Real Property”):**

Which is more fully described on the cover page as attached hereto, as well as Exhibit A and made a part hereof for all purposes intended.

The Real Property or its address is commonly known as Village of Pewaukee Tax Key No.: PWV0898982 .

This property is not the homestead of the Grantor.

The Grantor’s obligations hereunder may be subject and subordinate to the terms of a prior recorded mortgage on said property.

DEFINITIONS. The following words shall have the following meanings when used in this Mortgage. Terms not otherwise defined in this Mortgage shall have the meanings attributed to such terms in the Uniform Commercial Code. All references to dollar amounts shall mean amounts in lawful money of the United States of America.

Developer. The word “Developer” means each and every person or entity signing the Developer’s Agreement, including without limitation, DUNCANS INC.

Existing Indebtedness. The words “Existing Indebtedness” mean the indebtedness described below in the Existing Indebtedness section of this Mortgage.

Grantor. The word “Grantor” means any and all persons and entities executing this Mortgage, including without limitation all Grantors named above. The Grantor is the mortgagor under this Mortgage. Any Grantor who signs this Mortgage, but does not sign the Developer Agreement (hereinafter the “Obligation”), is signing this Mortgage only to grant and convey that Grantor’s interest in the Real Property and to grant a security interest in Grantor’s interest in the Rents to Village and is not personally liable under the Obligation except as otherwise provided by contract or law.

Guarantor. The word “Guarantor” means and includes without limitation, each and all of the guarantors, sureties, and accommodation parties in connection with the Indebtedness.

Improvements. The word “Improvements” means and includes without limitation all existing and future improvements, fixtures, buildings, structures, mobile homes affixed on the Real Property, facilities, additions, replacements and other construction on the Real Property.

Indebtedness. The word “Indebtedness” means the indebtedness evidenced by the Obligation, including all principal and accrued interest thereon, together with all other liabilities, costs and expenses for which Grantor or Developer is responsible under this Mortgage or under any of the Related Documents. In addition, the word “Indebtedness” includes all other obligations, debts and liabilities, plus any accrued interest thereon, owing by Developer, or any one of more of them, to Village of any kind or character, now existing or hereafter arising, as well as all present and future claims by Village against Developer, or any one or more of them, and all renewals, extensions, modifications, substitutions and rearrangements of any of the foregoing; whether such indebtedness arises by note, draft, acceptance, guaranty, endorsement, letter of credit, assignment, overdraft, indemnity agreement or otherwise; whether such Indebtedness is voluntary or involuntary, due or not due, direct or indirect, absolute or contingent, liquidated or unliquidated; whether Developer may be liable individually or jointly with others; whether Developer may be liable primarily or secondarily or as debtor, maker, comaker, drawer, endorser, guarantor, surety, accommodation party or otherwise.

Leases. The word “Leases” means all right, title and interest of Grantor in and to all leases relating to the Real Property, together with all modifications, extensions and guaranties thereof, presently existing or hereafter arising.

Village. The word “Village” means The Village of Pewaukee, Wisconsin, its successors and assigns. The Village is the mortgagee under this Mortgage.

Mortgage. The word “Mortgage” means this Mortgage by Grantor for the benefit of Village, as may hereafter be amended or modified.

Obligation. The word “Obligation” shall refer to the agreement between the parties as set forth in the Developer Agreement, a true and correct copy of which is attached hereto and marked Exhibit B. Under said Agreement, the Grantor agrees to make payment in the sum of \$30,000.00 to assist in the development of the mortgaged property and as a consequence of this Agreement, agrees to develop the site as provided for in the Developer Agreement. The Obligation shall refer to the responsibilities of DUNCANS INC. under the terms of said Developer Agreement.

Property. The word “Property” means collectively the Real Property.

Real Property. The words “Real Property” mean the property, interests and rights described above in the “Grant of Mortgage” section.

Related Documents. The words “Related Documents” mean and include without limitation the Obligation and all credit agreements, loan agreements, environmental agreements,

guaranties, security agreements, mortgages, deeds of trust, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Obligation.

Rents. The word "Rents" means all present and future rents, revenues, income, issues, royalties, profits, and other benefits derived from the Property, including, without limitation, all Rents from all Leases.

THIS MORTGAGE, INCLUDING THE ASSIGNMENT OF LEASES AND RENTS AND THE SECURITY INTEREST IN THE RENTS, IS GIVEN TO SECURE (1) PAYMENT OF THE INDEBTEDNESS AND (2) PERFORMANCE OF ALL OBLIGATIONS OF GRANTOR UNDER THIS MORTGAGE AND THE DEVELOPER AGREEMENT. THIS MORTGAGE IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

GRANTOR'S REPRESENTATIONS AND WARRANTIES. Grantor warrants that: (a) this Mortgage is executed at Developer's request and not at the request of Village; (b) Grantor has the full power, right, and authority, acting alone, to enter into this Mortgage and to hypothecate the Property; (c) the provisions of this Mortgage do not conflict with, or result in a default under any agreement or other instrument binding upon Grantor and do not result in a violation of any law, regulation, court decree or order applicable to Grantor; (d) Grantor has established adequate means of obtaining from Developer on a continuing basis information about Developer's financial condition; and (e) Village has made no representation to Grantor about Developer (including without limitation the creditworthiness of Developer).

POSSESSION AND MAINTENANCE OF THE PROPERTY. Grantor and Developer agree that Grantor's possession and use of the Property shall be governed by the following provisions:

Possession and Use. Until in default, Grantor may remain in possession and control of and operate and manage the Property and collect the Rents from the Property.

Duty to Maintain. Grantor shall maintain the Property in condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value. Grantor shall also observe and comply with all conditions and requirements (if any) necessary to preserve and extend all rights, easements, licenses, permits (including, without limitation, zoning variations and any non-conforming uses and structures), privileges, franchises and concessions applicable to the Real Property or contracted for in connection with any present or future use of the Real Property.

Hazardous Substances. The terms "hazardous waste", "hazardous substance", "disposal", "release", and "threatened release", as used in this Mortgage, shall have the same meanings as set forth in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 49 U.S.C. Section 6901, et seq., or other applicable state or Federal laws, rules or regulations adopted pursuant to any of the foregoing. The terms "hazardous waste" and "hazardous substance" shall also include, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos. Grantor represents and warrants to Village that: (a) During the period of Grantor's ownership of

the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any hazardous waste or substance by any person on, under, about or from the Property; (b) Grantor has no knowledge of, or reason to believe that there has been, (i) any use, generation, manufacture, storage, treatment, disposal, release, or threatened release of any hazardous waste or substance on, under, about or from the Property by any prior owners or occupants of the Property except as described in Exhibit "C" or (ii) any actual or threatened litigation or claims of any kind by any person relating to such matters; (c) Neither Grantor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of, or release any hazardous waste or substance on, under, about or from the Property and any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation those laws, regulations, and ordinances described above; (d) There are and have been no underground storage tanks on or under the Real Property and all underground storage tanks located on or under the Real Property have been and shall be maintained in accordance with all applicable federal, state and local laws, regulations and ordinances, including, without limitation, those laws, regulations and ordinances described above. Grantor authorizes Village and its agents to enter upon the Property to make such inspections and tests, at Grantor's expense, as Village may deem appropriate to determine compliance of the Property with this section of the Mortgage. Any inspections or tests made by Village shall be for Village's purposes only and shall not be construed to create any responsibility or liability on the part of Village to Grantor or to any other person. The representations and warranties contained herein are based on Grantor's due diligence in investigating the Property for hazardous waste and hazardous substances. Grantor hereby (a) releases and waives any future claims against Village for indemnity or contribution in the event Grantor becomes liable for cleanup or other costs under any such laws, and (b) agrees to indemnify and hold harmless Village against any and all claims, losses, liabilities, damages, penalties, and expenses which Village may directly or indirectly sustain or suffer resulting from a breach of this section of the Mortgage or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release of a hazardous waste or substance on the properties. The provisions of this section of the Mortgage, including the obligation to indemnify, shall survive the payment of the indebtedness and the satisfaction and reconveyance of the lien of this Mortgage and shall not be affected by Village's acquisition of any interest in the Property, whether by foreclosure or otherwise.

Nuisance, Waste. Grantor shall not cause, conduct or permit any nuisance nor commit, permit, or suffer any stripping of or waste on or to the Property or any portion of the Property. Without limiting the generality of the foregoing, Grantor will not remove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), soil, gravel or rock products without the prior written consent of Village.

Alteration of Improvements. Grantor shall not make any alterations in the Improvements which exceed \$10,000.00 in value without the prior written consent of Village. As a condition to the removal of any improvements, Village may require Grantor to make arrangements satisfactory to Village to replace such Improvements with Improvements of at least equal value.

Village's Right to Enter. Village and its agents and representatives may enter upon the Real Property at all reasonable times to attend to Village's interests and to inspect the

Property for purposes of Grantor's compliance with the terms and conditions of this Mortgage.

Compliance with Governmental Requirements. Grantor shall promptly comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property, including, without limitation, the Americans With Disabilities Act. Grantor may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Grantor has notified Village in writing prior to doing so and so long as, in Village's sole opinion, Village's interests in the Property are not jeopardized. Village may require Grantor to post adequate security or a surety bond, reasonably satisfactory to Village, to protect Village's interests.

Duty to Protect. Grantor agrees neither to abandon nor leave unattended the Property. Grantor shall do all other acts, in addition to those acts set forth above in this section, which from the character and use of the Property are reasonably necessary to protect and preserve the Property.

ASSIGNMENT OF LEASES AND RENTS.

Assignment of Leases. Grantor hereby assigns to Village all Leases including all of Grantor's rights and power to modify, terminate, accept, surrender or waive or release tenants from performance or observation of any obligations or conditions of the Leases. Prior to an Event of Default, Grantor shall have the right, without joinder of Village, to enforce the Leases, unless Village directs otherwise.

Assignment of Rents. Grantor does hereby absolutely and unconditionally assign, transfer and set over to Village all Rents, subject, however, to a license hereby granted by Village to Grantor to collect and receive all of the Rents (such license evidenced by Village's acceptance hereof) and to the terms and conditions hereof; provided, however, upon the occurrence of an Event of Default hereunder or upon the occurrence of any event or circumstance which with the lapse of time or the giving of notice or both would constitute an Event of Default hereunder, such license shall automatically and immediately terminate and Grantor shall hold all Rents paid to Grantor thereafter in trust for the use and benefit of Village and Village shall have the right, power and authority, whether or not it takes possession of the Property, to seek enforcement of any such lease, contract or bond and to demand, collect, receive, sue for and recover in its own name any and all of the above described amounts assigned hereby and to apply to sum(s) collected, first to the payment of expenses incident to the collection of the same, and the balance to the payment of the indebtedness; provided further, however, that Village shall not be deemed to have taken possession of the Property except on the exercise of its option to do so, evidenced by its demand and overt act for such purpose. It shall not be necessary for Village to institute any type of legal proceedings or take any other action whatsoever to enforce the assignment provisions contained herein. Notwithstanding anything contained herein or in any of the other Related Documents to the contrary, the assignment in this Paragraph is an absolute, unconditional and presently effective assignment and not merely a security interest.

Right to Rely. Grantor hereby irrevocably authorizes and directs the tenants under the Leases to pay Rents to Village upon written demand by Village without further consent of

Grantor, and the tenants may rely upon any written statement delivered by Village to the tenants. Any such payment to Village shall constitute payment to Grantor under the Leases. The provisions of this Paragraph are intended solely for the benefit of the tenants and shall never inure to the benefit of Grantor or any person claiming through or under Grantor, other than a tenant who has not received such notice. The Assignment of Rents set forth herein is not contingent upon any notice or demand by Village to the tenants.

Warranties Concerning Leases and Rents. Grantor represents and warrants that: (a) Grantor has good title to the Leases and Rents and authority to assign them, and no other person or entity has any right, title or interest therein; (b) all existing Leases are valid, unmodified and in full force and effect, except as indicated herein, and no default exists thereunder; (c) unless otherwise provided herein, no Rents have been or will be assigned, mortgaged or pledged; (d) no rents have been or will be waived, released, discounted or compromised; and (e) Grantor has not collected Rents more than one (1) month in advance.

Grantor's Covenants of Performance. Grantor covenants to: (a) perform all of its obligations under the Leases; (b) give immediate notice to Village of any notice Grantor receives from any tenant or subtenant under any Leases, specifying any claimed default by any party under such Leases; (c) enforce the tenants' obligations under the Leases; (d) defend, at Grantor's expense, any proceeding pertaining to the Leases, including, if Village so requests, any such proceeding to which Village is a party; (e) neither create nor permit any encumbrance upon its interest as lessor of the Leases except as provided hereunder; and (f) deliver to Village upon its request executed originals of all Leases and copies of records relating thereto.

Prior Approval for Actions Affecting Leases. Grantor shall not, without the prior written consent of Village; (a) receive or collect Rents more than one month in advance; (b) encumber or assign future Rents or Leases; (c) waive or release any obligation or any tenant under the Leases; (d) cancel, terminate or materially modify any of the Leases, except upon default by the tenant thereunder; or (e) enter into any Leases after the date hereof.

Village in Possession. Village's acceptance of this assignment shall not, prior to entry upon and taking possession of the Property by Village, be deemed to constitute Village a "mortgagee in possession," nor obligate Village to appear in or defend any proceedings relating to any of the Leases or to the Property, taken any action hereunder, expend any money, incur any expenses or perform any obligation or liability under the Leases, or assume any obligation for any deposits delivered to Grantor by any tenant and not delivered to Village. Village shall not be liable for any injury or damage to any person or property in or about the Property.

DUE ON SALE - CONSENT BY VILLAGE. Village may, at its option, declare immediately due and payable all sums secured by this Mortgage upon the sale or transfer, without the Village's prior written consent, of all or any part of the Real Property, or any interest in the Real Property. A "sale or transfer" means the conveyance of Real Property or any right, title or interest therein; whether legal, beneficial or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, contract for deed, lease-option contract, or by any other method of conveyance of Real Property interest. If any Grantor is a corporation (Unless such Grantor's stock is publicly traded), partnership or limited liability company, "sale or transfer" also includes any change in ownership without the prior written consent of Village of the voting

stock, partnership interests or limited liability company interests, as the case may be, of Grantor. However, this option shall not be exercised by Village if such exercise is prohibited by federal law or by Wisconsin law.

TAXES AND LIENS.

Payment. Grantor shall pay when due all taxes, assessments, water charges and sewer charges levied or assessed against the Property, or any part thereof, and shall pay when due all claims for work done on or for services rendered or material furnished to the Property. Grantor shall maintain the Property free and clear of all liens, except for liens of taxes and assessments not due and except as otherwise provided herein.

Right to Contest. Grantor may withhold payment of any tax, assessment, or claim in connection with a good faith dispute over the obligation to pay, so long as Village's interest in the Property is not jeopardized. If a lien arises or is filed as a result of nonpayment, Grantor shall within fifteen (15) days after the lien arises or, if a lien is filed, within fifteen (15) days after Grantor has notice of the filing, secure the discharge of the lien, or if requested Village, deposit with Village cash or a sufficient corporate surety bond or other security satisfactory to Village in an amount sufficient to discharge the lien plus any costs and attorneys' fees or other charges that could accrue as a result of a foreclosure or sale under the lien. In any contest, Grantor shall defend itself and Village and shall satisfy any adverse judgment before enforcement against the property. Grantor shall name Village as an additional obligee under any surety bond furnished in the contest proceedings.

Evidence of Payment. Grantor shall upon demand furnish to Village satisfactory evidence of payment of the taxes or assessments and shall authorize the appropriate governmental official to deliver to Village at any time a written statement of the taxes and assessments against the Property.

Notice of Construction. Grantor shall notify Village at least fifteen (15) days before any work is commenced, any services are furnished, or any materials are supplied to the Property. If any construction lien, mechanic's lien, materialmen's lien or other lien could be asserted on account of the work, services or materials. Grantor will upon request of Village furnish to Village advance assurances satisfactory to Village that Grantor can and will pay the cost of such improvements.

PROPERTY DAMAGE INSURANCE

Maintenance of Insurance. Grantor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a replacement basis for the full insurable value covering all Improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgagee clause in favor of Village. Grantor shall also procure and maintain comprehensive general liability insurance in such coverage amounts as Village may request with Village being named as additional insured in such liability insurance policies. Additionally, Grantor shall procure and maintain such other insurance, including but not limited to hazard, business interruption and boiler insurance as Village may require. Policies shall be written by such insurance companies and in such form as maybe reasonably acceptable to Village. Grantor shall deliver to Village certificates of coverage from each insurer containing a stipulation that

coverage will not be cancelled or diminished without a minimum of thirty (30) days' prior written notice to Village and not containing any disclaimer of the insurer's liability for failure to give such notice. Each insurance policy also shall include an endorsement providing that coverage in favor of Village will not be impaired in any way by any act, omission or default of Grantor or any other person. Should the Real Property at any time become located in an area designated by the Director of the Federal Emergency Management Agency as a special flood hazard area, Grantor agrees to obtain and maintain Federal Flood Insurance for the full unpaid principal balance of the loan, up to the maximum policy limits set under the National Flood Insurance Program, or as otherwise required by Village, and to maintain such insurance for the term of the loan.

Unexpired Insurance at Sale. Any unexpired insurance shall inure to the benefit of, and pass to, the purchaser of the Property covered by this Mortgage at any foreclosure sale of such Property.

Compliance with Existing Indebtedness. During the period in which any Existing Indebtedness described below is in effect, compliance with the insurance provisions contained in the instrument evidencing such Existing Indebtedness shall constitute compliance with the insurance provisions under this Mortgage, to the extent compliance with the terms of this Mortgage would constitute a duplication of insurance requirement. If any proceeds from the insurance become payable on loss, the provisions in this Mortgage for division of proceeds shall apply only to that portion of the proceeds not payable to the holder of the Existing Indebtedness.

Grantor's Report on Insurance. Upon request of Village, however not more than once a year, Grantor shall furnish to Village a report on each existing policy of insurance showing: (a) the name of the insurer; (b) the risks insured; (c) the amount of the policy; (d) the property insured, the then current replacement value of such property, and the manner of determining that value; and (e) the expiration date of the policy. Grantor shall, upon request of Village, have an independent appraiser satisfactory to Village determine the cash value replacement cost of the Property.

EXPENDITURES BY VILLAGE. If Grantor fails to comply with any provision of this Mortgage, including any obligation to maintain Existing Indebtedness in good standing as required below, or if any action or proceeding is commenced that would materially affect Village's interests in the Property, Village on Grantor's behalf may, but shall not be required to, take any action that Village deems appropriate. Any amount that Village expends in so doing will bear interest at the rate provided for in the Obligation from the date incurred or paid by Village to the date of repayment by Grantor. All such expenses will be payable on demand and shall be secured by this Mortgage. The rights provided for in this paragraph shall be in addition to any other rights or any remedies to which Village may be entitled on account of the default. Any such action by Village shall not be construed as curing the default so as to bar Village from any remedy that it otherwise would have had.

WARRANTY; DEFENSE OF TITLE.

Title. Grantor warrants that: (a) Grantor holds good and marketable title of record to the Real Property in fee simple, free and clear of all liens and encumbrances other than those set forth in the legal description of the Real Property set forth herein or attached hereto or

in the Existing Indebtedness section below or in any title insurance policy, title report, or final title opinion issued in favor of, and accepted by, Village in connection with this Mortgage, and (b) Grantor has the full right, power and authority, acting alone, to execute and deliver this Mortgage to Village.

Defense of Title. Subject to the exception in the paragraph above, Grantor warrants and will forever defend the title to the Property against the lawful claims of all persons. In the event any action or proceeding is commenced that questions Grantor's title or the interest of Village under this Mortgage, Grantor shall defend the action at Grantor's expense. Grantor may be the nominal party in such proceeding, but Village shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of Village's own choice, and Grantor will deliver, or cause to be delivered, to Village such instruments as Village may request from time to time to permit such participation.

No Other Liens. Grantor will not, without the prior written consent of Village, create, place, or permit to be created or placed, or through any act or failure to act, acquiesce in the placing of, or allow to remain, any mortgage, voluntary or involuntary lien, whether statutory, constitutional or contractual (except for a lien for ad valorem taxes on the Real Property which are not delinquent), security interest, encumbrance or charge, against or covering the Property, or any part thereof, other than as permitted herein, regardless if same are expressly or otherwise subordinate to the lien or security interest created in this Mortgage, and should any of the foregoing become attached hereafter in any manner to any part of the Property without the prior written consent of Village, Grantor will cause the same to be promptly discharged and released. Notwithstanding the foregoing, the Village agrees to subordinate its rights under this Mortgage, so such financing as the Grantor/Developer shall undertake which is secured by a mortgage on these premises.

Subrogation. Grantor covenants that Village is subrogated to the lien of any mortgage or any other lien which is discharged, whether in whole or in part, by the proceeds of the Obligation.

Compliance With Laws. Grantor warrants that the Property and Grantor's use of the Property complies with all existing applicable laws, ordinances and regulations of governmental authorities.

Solvency of Grantor. As of the date hereof, and after giving effect to this document and the completion of all other transactions contemplated by Grantor at the time of the execution hereof, (i) Grantor is and will be solvent, (ii) the fair saleable value of Grantor's assets exceeds and will continue to exceed Grantor's liabilities (both fixed and contingent), (iii) Grantor is paying and will continue to be able to pay its debts as they mature, and (iv) if Grantor is not an individual, Grantor has and will have sufficient capital to carry on Grantor's businesses and all businesses in which Grantor is about to engage.

EXISTING INDEBTEDNESS. The following provisions concerning existing indebtedness (the "Existing Indebtedness") are a part of this Mortgage.

Existing Lien. The lien of this Mortgage securing the Indebtedness may be secondary and inferior to an existing lien. Grantor expressly covenants and agrees to pay, or see to the payment of, the Existing Indebtedness and to prevent any default on such indebtedness,

any default under the instruments evidencing such indebtedness, or any default under any security documents for such indebtedness.

Default. If the payment of any installment of principal or any interest on the Existing Indebtedness is not made within the time required by the notice evidencing such indebtedness, or should a default occur under the instrument securing such indebtedness and not be cured during any applicable grace period therein, then, at the option of Village, the Indebtedness secured by this Mortgage shall become immediately due and payable, and this Mortgage shall be in default.

No Modification. Grantor shall not enter into any agreement with the holder of any mortgage, deed of trust, or other security agreement which has priority over this Mortgage by which that agreement is modified, amended, extended or renewed without the prior written consent of Village. Grantor shall neither request nor accept any future advances under any such security agreement without the prior written consent of Village.

CONDEMNATION

Application of Net Proceeds. If all or any part of the Property is condemned by eminent domain proceedings or by any proceeding or purchase in lieu of condemnation or if all or any part of the Property is sold in lieu of condemnation, Village may at its discretion require that all or any portion of the net proceeds of the award of sale of applied to the Indebtedness or the repair or restoration of the Property. The net proceeds of the award or sale shall mean the award or sale after payment of all reasonable costs, expenses and attorneys' fees incurred by Village in connection with the condemnation or sale in lieu of condemnation.

Proceedings. If any proceeding in condemnation is commenced, Grantor shall promptly notify Village in writing, and Grantor shall promptly take such steps as may be necessary to defend the action and obtain the award. Grantor may be the nominal party in such proceeding, but Village shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of its own choice, and Grantor will deliver or cause to be delivered to Village such instruments as may be required by it from time to time to permit such participation.

Attorney-In-Fact. Village is hereby authorized, in the name of Grantor, to execute and deliver valid acquittances for condemnation awards paid to Grantor. Village is hereby irrevocably appointed Grantor's attorney-in-fact, such power being coupled with an interest, to receive any sums due in connection with such condemnation, and, in the event any such proceeds are paid by check, draft or other instrument payable to Grantor, Village may endorse Grantor's name thereon and take such further steps on behalf of Grantor as are necessary to realize on any such instrument. Any application of condemnation proceeds to the payment of the Indebtedness will not extend, postpone or waive any payments otherwise due or change the amount of such payment to be made, and the proceeds may be applied in such order and in such amounts as Village may elect.

FURTHER ASSURANCES; ATTORNEY-IN-FACT.

Further Assurances. At any time, and from time to time, upon request of Village, Grantor will make, execute and deliver, or will cause to be made, executed or delivered, to Village

or to Village's designee, and when requested by Village, cause to be filed, recorded, refiled, or rerecorded, as the case may be, at such times and in such offices and places as Village may deem appropriate, any and all such mortgages, security deeds, security agreements, financing statements, continuation statements, instruments of further assurance, certificates, and other documents as may, in the sole opinion of Village, be necessary or desirable in order to effectuate, complete, perfect, continue, or preserve (a) the obligations of Grantor and Developer under the Obligation, this Mortgage, and the other Related Documents, and (b) the liens and security interests created by this Mortgage on the Property, whether now owned or hereafter acquired by Grantor. Unless prohibited by law or agreed to the contrary by Village in writing, Grantor shall reimburse Village for all costs and expenses incurred in connection with recording, perfecting or continuing the lien created hereby and the matters referred to in this paragraph.

Attorney in Fact. If Grantor fails to do any of the things referred to in the preceding paragraph, Village may do so for and in the name of Grantor and at Grantor's expense. For such purposes, Grantor hereby irrevocably appoints Village as Grantor's attorney-in-fact for the purpose of making, executing, delivering, filing, recording, and doing all other things as may be necessary or desirable, in Village's sole opinion, to accomplish the matters referred to in the preceding paragraph.

Lien Not Released. The lien, security interest and other security rights of Village hereunder shall not be impaired by any indulgence, moratorium or release granted by Village, including but not limited to, the following: (a) any renewal, extension, increase or modification of any of the Indebtedness; (b) any surrender, compromise, release, renewal, extension, exchange or substitution granted in respect of any of the Property; (c) any release or indulgence granted to any endorser, guarantor or surety of any of the Indebtedness; (d) any release of any other collateral for any of the Indebtedness; (e) any acquisition of any additional collateral for any of the Indebtedness; (f) any consent to the granting of any easement with respect to the Real Property; and (g) any waiver or failure to exercise any right, power or remedy granted herein, by law or in any of the Related Documents.

FULL PERFORMANCE. If Developer performs its obligations under the terms of the Developer Agreement attached hereto as Exhibit "B" and otherwise performs all of its obligations imposed upon Grantor under this Mortgage, Village shall execute and deliver to Grantor a suitable satisfaction of this Mortgage and suitable statements of termination of any financing statement on the file evidencing Village's security interest in the Rents.

DEFAULT. Each of the following, at the option of Village, shall constitute an event of default ("Event of Default") under this Mortgage;

Default on Indebtedness. Failure of Developer to perform its obligations under the terms of the Developer Guaranty Agreement (Exhibit "B") when due.

Other Defaults. Failure to comply with any other term, obligations, covenant or condition contained in this Mortgage, the Obligation, in any of the other Related Documents or in any other agreement now existing or hereafter arising between Village and Grantor.

False Statements. Any warranty, representation or statement made or furnished to Village under this Mortgage, the Obligation or any of the other related Documents is false or misleading in any material respect.

Existing Indebtedness. A default shall occur under any Existing Indebtedness or under any instrument on the Property securing any Existing Indebtedness, or commencement of any suit or other action to foreclose any existing lien on the Property.

Bankruptcy or Insolvency. If the Developer, Grantor or any Guarantor: (i) becomes insolvent, or make a transfer in fraud of creditors, or makes an assignment for the benefit of creditors, or admits in writing its inability to pay its debts as they become due; (ii) generally is not paying its debts as such debts become due; (iii) has a receiver, trustee or custodian appointed for, or take possession of, all or substantially all of the assets of such party or any of the Collateral, either in a proceeding brought by such party or in a proceeding brought against such party and such appointment is not discharged or such possession is not terminated within sixty (60) days after the effective date thereof or such party consents to or acquiesces in such appointment or possession; (iv) files a petition for relief under the United States Bankruptcy Code or any other present or future federal or state insolvency, bankruptcy or similar laws (all of the foregoing hereinafter collectively called "Applicable Bankruptcy Law") or any involuntary petition for relief is filed against such party under any Applicable Bankruptcy Law and such involuntary petition is not dismissed within sixty (60) after the filing thereof, or an order for relief naming such party is entered under the any Applicable Bankruptcy Law, or any composition, rearrangement, extension, reorganization or other relief of debtors now or hereafter existing is requested or consented to by such party; (v) fails to have discharged within a period of sixty (60) days any attachment, sequestration or similar writ levied upon any property of such party; or (vi) fails to pay within thirty (30) days any final money judgment against such party.

Liquidation, Death and Related Events. If Developer, Grantor or any Guarantor is an entity, the liquidation, dissolution, merger or consolidation of any such entity or, if any such parties is an individual, the death or legal incapacity of any such individual.

Abandonment. Grantor abandons all or a portion of the Property.

Action by Other Lienholder. The holder of any lien or security interest on the Property (without hereby implying the consent of Village to the existence or creation of any such lien or security interest) declares a default thereunder or institutes foreclosure or other proceedings for the enforcement of its remedies thereunder.

Destruction of Property. The Property is so demolished, destroyed or damaged that, in the judgment of Village, it cannot be restored or rebuilt with available funds to a profitable condition within a reasonable period of time.

Condemnation. So much of the Property is taken in condemnation, or sold in lieu of condemnation, or the Property is so diminished in value due to any injury or damage to the Property, that the remainder thereof cannot, in the judgment of Village, continue to be operated profitably for the purpose for which it was being used immediately prior to such taking, sale or diminution.

Insecurity. Village deems itself insecure by in good faith believing the prospect of payment or performance hereunder or under any of the Related Documents is impaired.

RIGHTS AND REMEDIES ON DEFAULT. Upon the occurrence of any Event of Default and at any time thereafter, Village, at its option, may exercise any one or more of the following rights and remedies, in addition to any other rights or remedies provided by law:

Accelerate Indebtedness. Village shall have the right at its option without notice to Developer to declare the entire Indebtedness immediately due and payable, including any prepayment penalty which Developer would be required to pay.

Appoint Receiver. Village shall have the right to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding confirmation of the foreclosure sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the indebtedness, or as the court may direct. The receiver may serve without bond if permitted by law. Village's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the Indebtedness by a substantial amount. Employment by Village shall not disqualify a person from serving as a receiver.

Judicial Foreclosure. Village may obtain a judicial decree foreclosing Grantor's interest in all or any part of the Property.

Nonjudicial Sale. If permitted by applicable law, Village may foreclose Grantor's interest in all or in any part of the Real Property by non-judicial sale.

Deficiency Judgment. If permitted by applicable law, Village may obtain a judgment for any deficiency remaining in the Indebtedness due to Village after application of all amounts received from the exercise of the rights provided in this section.

Foreclosure Without Deficiency Judgment. Grantor agrees to the provisions of Wis. Stat. Section 846.101 (as the same may be amended or renumbered from time to time) if the Real Property is twenty (20) acres or less, and is (a) a 1-4 family residence that is owner-occupied at the initiation of a foreclosure proceeding, or (b) a church, or (c) a farm, or (d) owned by a tax exempt charitable organization. Pursuant to Wis. Stats. Section 846.101, Village, upon waiving the right to judgment for any deficiency, may conduct a foreclosure sale of the Real Property six (6) months after a foreclosure judgment is entered. If the Real Property is other than as described in (a), (b), (c), or (d) of this paragraph, then Grantor agrees to the provisions of Wis. Stat. Section 846.103 (as the same may be amended or renumbered from time to time) permitting Village, upon waiving the right to judgment for any deficiency, to conduct a foreclosure sale of the Real Property three (3) months after a foreclosure judgment is entered.

Tenancy at Sufferance. If Grantor remains in possession of the Property after the Property is sold as provided above or Village otherwise become entitled to possession of the Property upon default of Grantor, Grantor shall become a tenant at sufferance of Village or the purchaser of the Property and shall, at Village's option, either (a) pay a reasonable

rental for the use of the Property, or (b) vacate the Property immediately upon the demand of Village.

Remedies Applicable to Consumer Indebtedness. As long as Any Commercial Indebtedness remains outstanding, Village may exercise the rights and remedies provided for in this Mortgage and by the Wisconsin Uniform Commercial Code, even though the Collateral also may secure Consumer Indebtedness. If Village disposes of the Collateral pursuant to Village's rights under this Mortgage or under the Wisconsin Uniform Commercial Code, Village may, subject to the terms of the Wisconsin Consumer Act and to the terms of any other agreement relating to the Collateral, hold any proceeds in excess of the amount required to satisfy the Commercial Indebtedness and expenses of disposition of the Collateral, as possessory Collateral to secure any unpaid Consumer Indebtedness.

Other Remedies. Village shall have all other rights and remedies provided in this Mortgage or the Obligation or available at law or in equity.

Sales of the Property. To the extent permitted by applicable law, Grantor or Developer hereby waive any and all right to have the property marshalled. In exercising its rights and remedies, Village shall be free to sell all or any part of the Property together or separately, in one sale or by separate sales, and to deliver to the purchasers of the Property deeds of conveyance pursuant to law. Village shall be entitled to bid at any public sale on all or any portion of the Property.

Waiver: Election of Remedies. A waiver by any party of a breach of a provision of this Mortgage shall not constitute a waiver of or prejudice the party's rights otherwise to demand strict compliance with that provision or any other provision. Election by Village to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or take action to perform an obligation of Grantor or Developer under this Mortgage after failure of Grantor or Developer to perform shall not affect Village's right to declare a default and exercise its remedies under this Mortgage.

Attorneys' Fees: Expenses. If Village institutes any suit or action to enforce any of the terms of this Mortgage, Village shall be entitled to recover reasonable attorneys fees. Whether or not any court action is involved, all reasonable expenses incurred by Village that in Village's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest from the date of expenditure until repaid at the rate provided for in the Obligation. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Village's reasonable attorneys' fees and Village's legal expenses whether or not there is a lawsuit, including reasonable attorneys' fees for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, environmental reports and appraisal fees, and title insurance, to the extent permitted by applicable law. Grantor also will pay any court costs, in addition to all other sums provided by law.

NOTICES TO GRANTOR AND OTHER PARTIES. Any notice under this Mortgage, including without limitation any notice of default and any notice of sale to Grantor, shall be in writing and

shall be effective when actually delivered, or when deposited with a nationally recognized overnight courier, or, if mailed, shall be deemed effective three (3) days after deposited in the United States mail first class, certified or registered mail, postage prepaid, directed to the addresses shown near the beginning of this Mortgage. Any party may change its address for notices under this Mortgage by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. All copies of notices of foreclosure from the holder of any lien which has priority over this Mortgage shall be sent to Village's address, as shown near the beginning of this Mortgage. For notice purposes, Grantor agrees to keep Village informed at all times of Grantor's current address.

MISCELLANEOUS PROVISIONS.

Amendments. This Mortgage, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Mortgage. No alteration of or amendment to this Mortgage shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Indemnity. Grantor hereby agrees to indemnify, defend and hold harmless Village, and its officers, directors, employees, agents and representatives (each an "Indemnified Person") from and against any and all liabilities, obligations, claims, losses, damages penalties, actions, judgments, suits, costs, expenses or disbursements of any kind or nature (collectively, the "Claims") which may be imposed on, incurred by or asserted against, any Indemnified Person (whether or not caused by any Indemnified Person's sole, concurrent or contributory negligence) arising in connection with the Related Documents, the Indebtedness or the Property (including, without limitation, the enforcement of the Related Documents and the defense of any Indemnified Person's action and/or inaction in connection with the Related Documents), except to the limited extent that the Claims against Indemnified Person are proximately caused by such Indemnified Person's gross negligence or willful misconduct. The Indemnification provided for in this Section shall survive the satisfaction of this Mortgage and shall extend and continue to benefit each individual or entity who is or has at any time been an Indemnified Person hereunder.

Applicable Law. This Agreement has been delivered to Village and accepted by Village in the State of Wisconsin. This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin without regard to any conflict of laws or provisions thereof.

JURY WAIVER. THE UNDERSIGNED AND VILLAGE (BY ITS ACCEPTANCE HEREOF) HEREBY VOLUNTARILY, KNOWINGLY, IRREVOCABLY AND UNCONDITIONALLY WAIVE ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE (WHETHER BASED UPON CONTRACT, TORT OR OTHERWISE) BETWEEN OR AMONG THE UNDERSIGNED AND VILLAGE ARISING OUT OF OR IN ANY WAY RELATED TO THIS DOCUMENT, AND ANY OTHER RELATED DOCUMENT, OR ANY RELATIONSHIP BETWEEN VILLAGE AND THE DEVELOPER. THIS PROVISION IS A MATERIAL INDUCEMENT TO VILLAGE TO PROVIDE THE FINANCING DESCRIBED HEREIN OR IN THE OTHER RELATED DOCUMENTS. ANY OF THE UNDERSIGNED OR VILLAGE MAY FILE AN ORIGINAL COUNTERPART OR COPY OF THIS DOCUMENT WITH

ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE UNDERSIGNED AND VILLAGE TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

Caption Headings. Caption headings in this Mortgage are for convenience purposes only and are not to be used to interpret or define the provisions of this Mortgage.

Merger. There shall be no merger of the interest or estate created by this Mortgage with any other interest or estate in the Property at any time held by or for the benefit of Village in any capacity, without the written consent of Village.

Severability. If a court of competent jurisdiction finds any provisions of this Mortgage to be invalid or unenforceable as to any person or circumstance, such finding shall not render that provision invalid or unenforceable as to any other persons or circumstances. If feasible, any such offending provision shall be deemed to be modified to be within the limits of enforceability or validity; however, if the offending provision cannot be so modified, it shall be stricken and all other provisions of this Mortgage in all other respects shall remain valid and enforceable.

Successors and Assigns. Subject to the limitations stated in this Mortgage on transfer of Grantor's interest, this Mortgage shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Village, without notice to Grantor, may deal with Grantor's successors with reference to this Mortgage and the Indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Mortgage or liability under the Indebtedness.

Time Is of the Essence. Time is of the essence in the performance of this Mortgage.

Waivers and Consents. Village shall not be deemed to have waived any rights under this Mortgage (or under the Related Documents) unless such waiver is in writing and signed by Village. No delay or omission on the part of Village in exercising any right shall operate as a waiver of such right or any other right. A waiver by any party of a provision of this Mortgage shall not constitute a waiver of or prejudice the party's right otherwise to demand strict compliance with that provision or any other provision. No prior waiver by Village, nor any course of dealing between Village and Grantor or Developer, shall constitute a waiver of any of Village's rights or any of Grantor or Developer's obligations as to any future transactions. Whenever consent by Village is required in this Mortgage, the granting of such consent by Village in any instance shall not constitute continuing consent to subsequent instances where such consent is required.

This Mortgage shall remain in full force and effect until the Village's payment of \$30,000.00 in project cost expenditures pursuant to the Developer's Agreement attached is Exhibit "B" are fully recovered by TID No. 2..

The Village agrees to release this Mortgage within thirty (30) days of the retirement of its Mortgage as stated above.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MORTGAGE, AND GRANTOR AGREES TO ITS TERMS.

GRANTOR:
DUNCANS INC.

By: _____

Print Name & Title

ACKNOWLEDGEMENT

State of Wisconsin)
) ss.
County of _____)

Personally came before me the _____ day of _____, 2025, the above-named DUNCANS INC. by _____, to me known to be the person(s) who executed the foregoing instrument and acknowledged the same

Notary Public, State of Wisconsin
My commission expires: _____

EXHIBIT A

*Legal
Description
To Be Provided*

EXHIBIT B

Developers Agreement w/ Exhibit A

DRAFT

Scenario 1 - Current Status

Village of Pewaukee Tax Increment District #2 Cash Flow Proforma Analysis

Assumptions	
Annual Inflation During Life of TID.....	0.00%
2024 Gross Tax Rate (per \$1000 Equalized Value).....	\$11.97
Annual Adjustment to tax rate.....	0.00%
Investment rate.....	2.85%
Data above dashed line are actual	

Year	Background Data				Revenues					Expenditures			TID Status			Year
	(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)	(j)	(k)	(l)	(m)	(n)	(o)	
	TIF District	Incremental	TIF Increment	Tax	Tax	Exempt	Personal	Investment	Total	Existing	Administrative	Combined	Annual	Year End		
	Valuation	Value	Over Base	Rate	Revenue	Computer	Property	Proceeds	Revenues	Debt Service	Expenses	Expenditures	Balance	Cumulative	Cost Recovery	
	(January 1)													(December 31)	(1)	
	Base Value \$8,302,800															
2022	\$20,965,300		\$11,334,000	\$14.48												
2023	\$19,993,300		\$16,471,400	\$11.93										\$370,303	2023	
2024	\$24,774,200		\$16,471,400	\$11.97	\$135,172	\$2,150	\$3,962	\$10,543	\$151,826	\$31,427	\$4,000	\$35,427	\$116,400	\$486,703	2024	
2025	\$24,774,200		\$16,471,400	\$11.97	\$197,159	\$2,150	\$3,962	\$13,856	\$217,128	\$31,427	\$4,000	\$35,427	\$181,701	\$668,403	2025	
2026	\$24,774,200		\$16,471,400	\$11.97	\$197,159	\$2,150	\$3,962	\$19,029	\$222,301	\$31,427	\$4,000	\$35,427	\$186,874	\$855,277	Expenditures Recovered 2026	
2027	\$24,774,200		\$16,471,400	\$11.97	\$197,159	\$2,150	\$3,962	\$24,350	\$227,621	\$31,427	\$4,000	\$35,427	\$192,194	\$1,047,471	Expenditures Recovered 2027	
2028	\$24,774,200		\$16,471,400	\$11.97	\$197,159	\$2,150	\$3,962	\$29,822	\$233,093	\$31,427	\$4,000	\$35,427	\$197,666	\$1,245,137	Expenditures Recovered 2028	
2029	\$24,774,200		\$16,471,400	\$11.97	\$197,159	\$2,150	\$3,962	\$35,449	\$238,720	\$31,427	\$4,000	\$35,427	\$203,293	\$1,448,430	Expenditures Recovered 2029	
2030	\$24,774,200		\$16,471,400	\$11.97	\$197,159	\$2,150	\$3,962	\$41,237	\$244,508	\$31,427	\$4,000	\$35,427	\$209,081	\$1,657,512	Expenditures Recovered 2030	
2031	\$24,774,200		\$16,471,400	\$11.97	\$197,159	\$2,150	\$3,962	\$47,189	\$250,460	\$31,427	\$4,000	\$35,427	\$215,034	\$1,872,545	Expenditures Recovered 2031	
2032	\$24,774,200		\$16,471,400	\$11.97	\$197,159	\$2,150	\$3,962	\$53,311	\$256,583	\$31,427	\$4,000	\$35,427	\$221,156	\$2,093,701	Expenditures Recovered 2032	
2033	\$24,774,200		\$16,471,400	\$11.97	\$197,159	\$2,150	\$3,962	\$59,608	\$262,879	\$31,427	\$4,000	\$35,427	\$227,452	\$2,321,153	Expenditures Recovered 2033	
2034	\$24,774,200		\$16,471,400	\$11.97	\$197,159	\$2,150	\$3,962	\$66,083	\$269,354	\$31,427	\$4,000	\$35,427	\$233,928	\$2,555,081	Expenditures Recovered 2034	
2035	\$24,774,200		\$16,471,400	\$11.97	\$197,159	\$2,150	\$3,962	\$72,743	\$276,014	\$31,427	\$4,000	\$35,427	\$240,587	\$2,795,668	Expenditures Recovered 2035	
2036	\$24,774,200		\$16,471,400	\$11.97	\$197,159	\$2,150	\$3,962	\$79,593	\$282,864	\$16,261	\$4,000	\$20,261	\$262,603	\$3,058,271	Expenditures Recovered 2036	
2037	\$24,774,200		\$16,471,400	\$11.97	\$197,159	\$2,150	\$3,962	\$87,069	\$290,340	\$16,261	\$4,000	\$20,261	\$270,079	\$3,328,350	Expenditures Recovered 2037	
2038	\$24,774,200		\$16,471,400	\$11.97	\$197,159	\$2,150	\$3,962	\$94,758	\$298,029	\$16,261	\$4,000	\$20,261	\$277,768	\$3,606,118	Expenditures Recovered 2038	
2039	\$24,774,200		\$16,471,400	\$11.97	\$197,159	\$2,150	\$3,962	\$102,666	\$305,937	\$10,690	\$4,000	\$14,690	\$291,247	\$3,897,365	Expenditures Recovered 2039	
2040	\$24,774,200		\$16,471,400	\$11.97	\$197,159	\$2,150	\$3,962	\$110,958	\$314,229		\$4,000	\$4,000	\$310,229	\$4,207,594	Expenditures Recovered 2040	
2041	\$24,774,200			\$11.97	\$197,159	\$2,150	\$3,962	\$119,790	\$323,061		\$6,000	\$6,000	\$317,061	\$4,524,655	Expenditures Recovered 2041	
2042					\$197,159	\$2,150		\$128,817	\$325,976				\$325,976	\$4,850,631	Expenditures Recovered 2042	
					\$3,684,038	\$38,699	\$71,316	\$1,196,871	\$4,990,924	\$436,595	\$74,000	\$510,595				

(1) *Factors in balances pertaining to Improvements 2 (Pedestrian Bridges #1 & #2), 3 (Property Acquisition and/or Assistance), 4 (Downtown Redevelopment Plan), & 5 (Public Fishing Pier).*

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Scenario 2 - Standalone \$30,000 Grant Payment to Developer

Village of Pewaukee
Tax Increment District #2
Cash Flow Proforma Analysis

Assumptions	
Annual Inflation During Life of TID.....	0.00%
2024 Gross Tax Rate (per \$1000 Equalized Value).....	\$11.97
Annual Adjustment to tax rate.....	0.00%
Investment rate.....	2.85%
Data above dashed line are actual	

Year	Background Data				Revenues					Expenditures				TID Status			Year
	(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)	(j)	(k)	(l)	(m)	(n)	(o)	(p)	
	TIF District	Incremental	TIF Increment	Tax	Tax	Exempt	Personal	Investment	Total	Existing	Administrative	Grant Payment	Combined	Annual	Year End	Cost Recovery	
	Valuation	Value	Over Base	Rate	Revenue	Computer Aid	Property Aid	Est. Proceeds	Revenues	Debt Service	Expenses	to Developer	Expenditures	Balance	Cumulative Balance		
	(January 1)													(December 31)			
	Base Value																
	\$0																
2022	\$0		\$0	\$14.48												2023	
2023	\$0		\$0	\$11.93											\$0	2024	
2024	\$0		\$0	\$11.97	\$0			\$0	\$0				\$0	\$0	\$0	2025	
2025	\$0	\$350,000	\$350,000	\$11.97	\$0			\$0	\$0			\$30,000	\$30,000	(\$30,000)	(\$30,000)	2026	
2026	\$350,000		\$350,000	\$11.97	\$0			\$0	\$0				\$0	\$0	(\$30,000)	2027	
2027	\$350,000		\$350,000	\$11.97	\$4,189			\$0	\$4,189				\$0	\$4,189	(\$25,811)	2028	
2028	\$350,000		\$350,000	\$11.97	\$4,189			\$0	\$4,189				\$0	\$4,189	(\$21,621)	2029	
2029	\$350,000		\$350,000	\$11.97	\$4,189			\$0	\$4,189				\$0	\$4,189	(\$17,432)	2030	
2030	\$350,000		\$350,000	\$11.97	\$4,189			\$0	\$4,189				\$0	\$4,189	(\$13,242)	2031	
2031	\$350,000		\$350,000	\$11.97	\$4,189			\$0	\$4,189				\$0	\$4,189	(\$9,053)	2032	
2032	\$350,000		\$350,000	\$11.97	\$4,189			\$0	\$4,189				\$0	\$4,189	(\$4,863)	2033	
2033	\$350,000		\$350,000	\$11.97	\$4,189			\$0	\$4,189				\$0	\$4,189	(\$674)	2034	
2034	\$350,000		\$350,000	\$11.97	\$4,189			\$0	\$4,189				\$0	\$4,189	\$3,515	Expenditures Recovered	
2035	\$350,000		\$350,000	\$11.97	\$4,189			\$100	\$4,290				\$0	\$4,290	\$7,805	Expenditures Recovered	
2036	\$350,000		\$350,000	\$11.97	\$4,189			\$222	\$4,412				\$0	\$4,412	\$12,217	Expenditures Recovered	
2037	\$350,000		\$350,000	\$11.97	\$4,189			\$348	\$4,537				\$0	\$4,537	\$16,754	Expenditures Recovered	
2038	\$350,000		\$350,000	\$11.97	\$4,189			\$477	\$4,666				\$0	\$4,666	\$21,420	Expenditures Recovered	
2039	\$350,000		\$350,000	\$11.97	\$4,189			\$610	\$4,799				\$0	\$4,799	\$26,219	Expenditures Recovered	
2040	\$350,000		\$350,000	\$11.97	\$4,189			\$746	\$4,936				\$0	\$4,936	\$31,155	Expenditures Recovered	
2041	\$350,000			\$11.97	\$4,189			\$887	\$5,076				\$0	\$5,076	\$36,232	Expenditures Recovered	
2042					\$4,189			\$1,032	\$5,221					\$5,221	\$41,453	Expenditures Recovered	

Type of TID: Blight Elimination
2014 TID Inception (7/15/2014)
2036 Final Year to Incur TIF Related Costs
2041 Maximum Legal Life of TID (27 Years)
2042 Final Tax Collection Year

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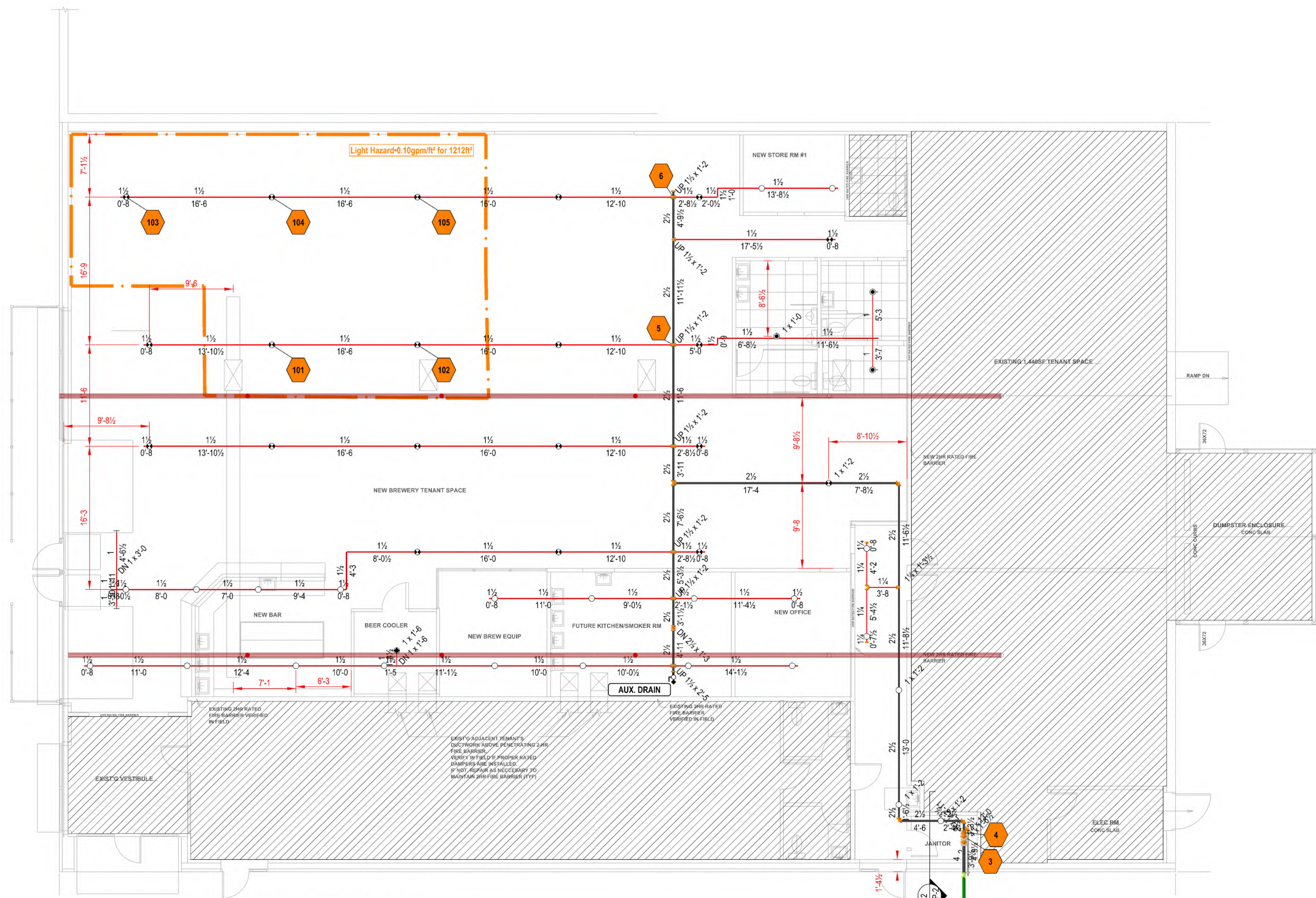


Scenario 3 - Current Status Plus \$30,000 Grant Payment to Developer

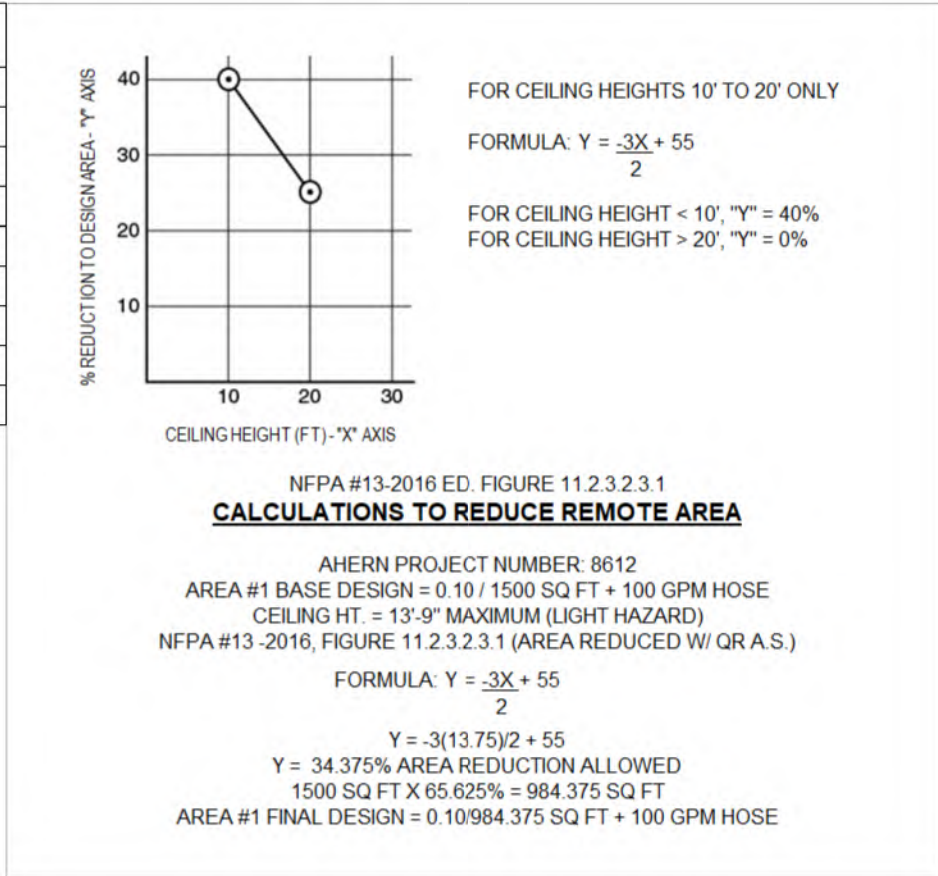
Village of Pewaukee
Tax Increment District #2
Cash Flow Proforma Analysis

Assumptions	
Annual Inflation During Life of TID.....	0.00%
2024 Gross Tax Rate (per \$1000 Equalized Value).....	\$11.97
Annual Adjustment to tax rate.....	0.00%
Investment rate.....	2.85%
Data above dashed line are actual	

Year	Background Data				Revenues					Expenditures				TID Status			Year
	(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)	(j)	(k)	(l)	(m)	(n)	(o)	(p)	
	TIF District	Incremental	TIF Increment	Tax	Tax	Exempt	Personal	Investment	Total	Existing	Administrative	Grant Payment	Combined	Annual	Year End		
	Valuation	Value	Over Base	Rate	Revenue	Computer Aid	Property Aid	Est. Proceeds	Revenues	Debt Service	Expenses	to Developer	Expenditures	Balance	Cumulative Balance	Cost Recovery	
	(January 1)																
	Base Value														(December 31)	(1)	
	\$8,302,800																
2022	\$20,965,300		\$11,334,000	\$14.48													
2023	\$19,993,300		\$16,471,400	\$11.93													
2024	\$24,774,200		\$16,471,400	\$11.97	\$135,172	\$2,150	\$3,962	\$10,543	\$151,826	\$31,427	\$4,000		\$35,427	\$116,400	\$370,303	2023	
2025	\$24,774,200	\$350,000	\$16,821,400	\$11.97	\$197,159	\$2,150	\$3,962	\$13,856	\$217,128	\$31,427	\$4,000	\$30,000	\$65,427	\$151,701	\$486,703	2024	
2026	\$25,124,200		\$16,821,400	\$11.97	\$197,159	\$2,150	\$3,962	\$18,175	\$221,446	\$31,427	\$4,000		\$35,427	\$186,020	\$638,403	Expenditures Recovered	2025
2027	\$25,124,200		\$16,821,400	\$11.97	\$201,349	\$2,150	\$3,962	\$23,471	\$230,932	\$31,427	\$4,000		\$35,427	\$195,505	\$824,423	Expenditures Recovered	2026
2028	\$25,124,200		\$16,821,400	\$11.97	\$201,349	\$2,150	\$3,962	\$29,037	\$236,498	\$31,427	\$4,000		\$35,427	\$201,071	\$1,019,928	Expenditures Recovered	2027
2029	\$25,124,200		\$16,821,400	\$11.97	\$201,349	\$2,150	\$3,962	\$34,762	\$242,222	\$31,427	\$4,000		\$35,427	\$206,796	\$1,220,999	Expenditures Recovered	2028
2030	\$25,124,200		\$16,821,400	\$11.97	\$201,349	\$2,150	\$3,962	\$40,649	\$248,110	\$31,427	\$4,000		\$35,427	\$206,796	\$1,427,795	Expenditures Recovered	2029
2031	\$25,124,200		\$16,821,400	\$11.97	\$201,349	\$2,150	\$3,962	\$46,704	\$254,165	\$31,427	\$4,000		\$35,427	\$212,683	\$1,640,478	Expenditures Recovered	2030
2032	\$25,124,200		\$16,821,400	\$11.97	\$201,349	\$2,150	\$3,962	\$52,932	\$260,392	\$31,427	\$4,000		\$35,427	\$212,683	\$1,859,216	Expenditures Recovered	2031
2033	\$25,124,200		\$16,821,400	\$11.97	\$201,349	\$2,150	\$3,962	\$59,337	\$266,797	\$31,427	\$4,000		\$35,427	\$218,738	\$2,084,182	Expenditures Recovered	2032
2034	\$25,124,200		\$16,821,400	\$11.97	\$201,349	\$2,150	\$3,962	\$65,924	\$273,384	\$31,427	\$4,000		\$35,427	\$224,966	\$2,315,552	Expenditures Recovered	2033
2035	\$25,124,200		\$16,821,400	\$11.97	\$201,349	\$2,150	\$3,962	\$72,698	\$280,159	\$31,427	\$4,000		\$35,427	\$231,370	\$2,553,510	Expenditures Recovered	2034
2036	\$25,124,200		\$16,821,400	\$11.97	\$201,349	\$2,150	\$3,962	\$79,666	\$287,127	\$16,261	\$4,000		\$20,261	\$237,958	\$2,798,242	Expenditures Recovered	2035
2037	\$25,124,200		\$16,821,400	\$11.97	\$201,349	\$2,150	\$3,962	\$87,264	\$294,724	\$16,261	\$4,000		\$20,261	\$244,732	\$3,065,107	Expenditures Recovered	2036
2038	\$25,124,200		\$16,821,400	\$11.97	\$201,349	\$2,150	\$3,962	\$95,078	\$302,538	\$16,261	\$4,000		\$20,261	\$266,865	\$3,339,570	Expenditures Recovered	2037
2039	\$25,124,200		\$16,821,400	\$11.97	\$201,349	\$2,150	\$3,962	\$103,114	\$310,575	\$16,261	\$4,000		\$20,261	\$274,463	\$3,621,847	Expenditures Recovered	2038
2040	\$25,124,200		\$16,821,400	\$11.97	\$201,349	\$2,150	\$3,962	\$111,538	\$318,998	\$10,690	\$4,000		\$14,690	\$282,277	\$3,917,731	Expenditures Recovered	2039
2041	\$25,124,200			\$11.97	\$201,349	\$2,150	\$3,962	\$120,506	\$327,966		\$4,000		\$4,000	\$295,884	\$4,232,730	Expenditures Recovered	2040
2042					\$201,349		\$3,962	\$129,672	\$331,021		\$6,000		\$6,000	\$314,998	\$4,554,696	Expenditures Recovered	2041
														\$331,021	\$4,885,717	Expenditures Recovered	2042
											</						

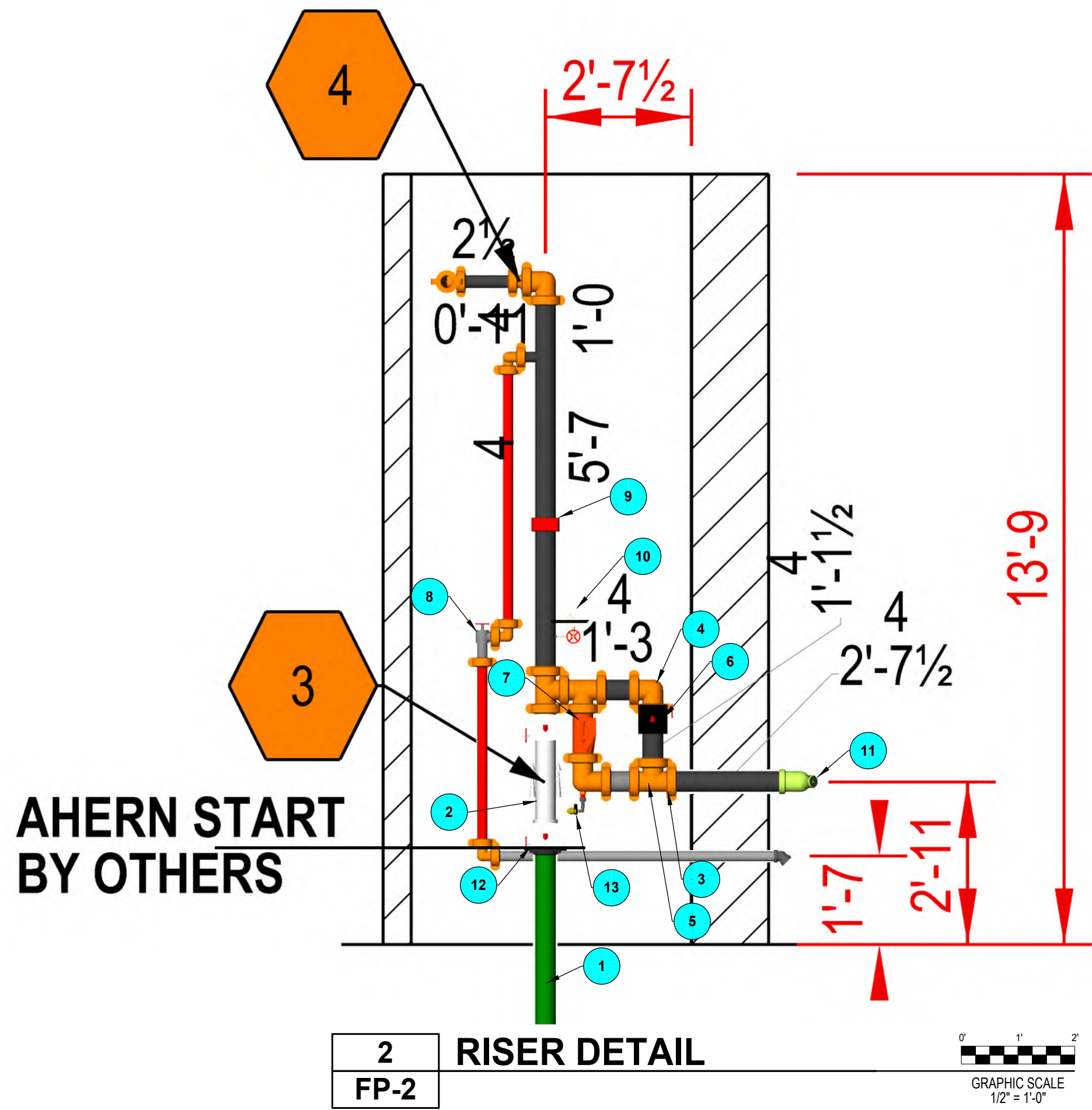


HYDRAULIC CALCULATION INFORMATION	
OCCUPANCY CLASSIFICATION	LIGHT HAZARD
DENSITY (GPM/FT²)	0.10 FOR 1500FT² (ACTUAL 1212FT²)
QUICK RESPONSE REDUCTION	13.9 CEILING (34.4%) 884FT²
TOTAL HOSE STREAMS	100.00
TOTAL HEADS FLOWING	5
K-FACTOR	11.2
BASE OF RISER (GPM)	332.20
BASE OF RISER (PSI)	64.304
SAFETY MARGIN (PSI)	+18.976 (22.6%)




NFPA #13-2016 ED, FIGURE 11.2.3.2.3.1
CALCULATIONS TO REDUCE REMOTE AREA
AHERN PROJECT NUMBER 8612
AREA #1 BASE DESIGN = 0.10/1500 SQ FT + 100 GPM HOSE
CEILING HT = 13'9" MAXIMUM (LIGHT HAZARD)
NFPA #13-2016, FIGURE 11.2.3.2.3.1 (AREA REDUCED W/ OR A.S.)
FORMULA: $Y = \frac{3X + 55}{2}$
 $Y = \frac{3(13.75) + 55}{2}$
 $Y = 34.375\%$ AREA REDUCTION ALLOWED
1500 SQ FT X 65.625% = 984.375 SQ FT
AREA #1 FINAL DESIGN = 0.10/984.375 SQ FT + 100 GPM HOSE

1 SPRINKLER PLANS
FP-2 RISER DETAILS



- 4" SUPPLY (INSTALLED BY OTHERS)
- 4" WILKINS 350 AST GXG DCVA BUTTERFLY VALVE
INCLUDE:
(1) 4" BLACK FLANGE BY GROOVED ADAPTER
(1) 4" FLANGE KIT
(2) TAMPER SWITCHES (WIRED BY OTHERS)
- 4" 009V RIGID COUPLING (ALL COUPLINGS ARE TO BY RIGID STYLE)
- 4" FIRELOCK GROOVED ELBOW (ALL ELBOWS TO BE FIRELOCK)
- 4" FIRELOCK GROOVED TEE (ALL TEE'S TO BE FIRELOCK)
- 4" NORM. CLOSED GROOVED BUTTERFLY VALVE W/ TAMPER (WIRED BY OTHERS)
- 4" G-1 GROOVED SWING CHECK VALVE
- 2511-T, TEST N DRAIN W/ PRV GXG, T-KIT (5.6K)
- 4" x 2" FLOW SWITCH
- PRESSURE GAUGE
- POTTER ROEMER #5710 4" x 2.5" x 2.5" FDC
- VICTAULIC 744 GROOVE FLANGE ADAPTER
- BALL DRIP ASSEMBLY

SPRINKLERS														
SYMBOL	MAKE / VENDOR	MODEL	SIN	TYPE	RESPONSE	SIZE	NOM. K	TEMP.	FINISH	CALCD COVERAGE	DEFLECT. DISTANCE	ESC.	WRENCH	QUANTITY
	VIKING	XT1	VK3001	UPRIGHT	QUICK	1/2	5.6	155°F	BRASS	225 SQ FT	1'-12"	N/A	23559MB	23
	VIKING		VK176	PENDENT	QUICK	1	5.6	155°F	BRASS	225 SQ FT	2' MAX	07741	07297WB	1
	VIKING	XT1	VK3021	PENDENT	QUICK	1/2	5.6	155°F	BRASS	225 SQ FT	2' MAX	E-1	23559MB	3
	VIKING	MICROFAST	VK532	UPRIGHT	QUICK	3/4	11.2	155°F	BRASS	20X20	1'-12"	N/A	05180WB	20
	VIKING	MICROFAST	VK305	HORIZONTAL SIDEWALL	QUICK	1/2	5.6	155°F	CHROME	225 SQ FT	1'-4"	N/A	21475MB	2
														TOTAL = 49
													</	

IF DRAWING IS PLOTTED CORRECTLY
THIS BAR SHOULD MEASURE 2"

APPROVAL DRAWING
FP-2

APPROVAL DRAWING
FP-2



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SPRINKLER PLANS

IF DRAWING IS PLOTTED CORRECTLY
THIS BAR SHOULD MEASURE 2"

APPROVAL DRAWING
FP-2