City of Oconomowoc
Common Council

Tuesday, June 16, 2026 - 7:30 PM
City Hall - Council Chambers
174 E. Wisconsin Ave. Oconomowoc, WI 53066

Notice: If a person with a disability requires that the meeting be accessible or that materials at the meeting be in an accessible format, call the City Clerk's office at least 48 hours in advance to request adequate accommodations. Tel: (262) 569-2186

1. **Call to order and confirmation of appropriate meeting notification**

2. **Pledge of Allegiance**

3. **Roll Call**

4. **Public Hearing**

   a. **Public Hearing - CenterPointe Marine Comp Plan\Rezoning & CUP**
   The purpose is to hear public comment for an amendment of the City of Oconomowoc Comprehensive Plan 2050 and a rezoning of 3.83 acres at 520 W. Second Street; .5 acres at 126 S. Park Street and 1.29 acres at 519 W. Second Street. The rezoning is for CenterPointe Marine to allow for boat storage, boat sales and boat service. The 3 parcels are designated on the land use plan as Industrial and the request is to change the land use map to Commercial / Office. The 3 parcels are also zoned Industrial and the request is to rezone the 3 properties to General Commercial (5.62 acres). If approved the applicant is also requesting 3 Conditional Use Permits for boat sales, storage and service at 520 W. Second Street; boat storage at 519 W. Second Street; and boat service at 126 S. Park Street. Per the Zoning Ordinance §17.106 Table of Allowed Uses, Vehicle Sales, Vehicle Service and Storage Yards are all listed as Conditional Uses in the General Commercial zoning district.

   b. **Public Hearing - Village Square Holdings Comp Plan\Rezoning & PD Amendment**
   The purpose is to hear public comment for an amendment of the City's Comprehensive Land Use Plan 2050 and rezoning of 21.3 acres located at the southeast corner of Valley Road (CTH B) and Pabst Farms Circle. The parcel is identified as tax key #OCOC 0633.999.016 and designated on the land use map as Commercial and Office Use and zoned General Commercial (GC) district. The request is to change 10.5 acres on the land use map to Medium Density Residential and rezone the 10.5 acres to RML; Residential Multi-Unit Low with a Planned Development Overlay. The adjacent 10.8 acres would change on the Land Use Map to High Density Residential and rezone the 10.8 acres to RMH; Residential Multi-Unit High with a Planned Development Overlay. The remaining 5.0 acres on the property would remain General Commercial zoning. If approved the applicant intends to construct 80 single-family residential homes (consisting of 40 twin home buildings) to be known as The Towns at Pabst Farms and a senior living development consisting of 152 units. The site currently has a Planned Development Overlay (PD-9-06). The Planned Development overlay amendment is requested to give flexibility for the following zoning components. Under the RML parcel, the request is to reduce the minimum lot width from 90' to 31'; reduce the side yard setback to 0' on one side and maintain 10' on the other side; reduce corner lot setbacks from 25' to 20'; and with the exception of Pabst Farms Boulevard frontage which shall remain 25', reduce all rear yard setbacks from 20' to 10'. Under the RMH parcel, the request is to increase the principal structure maximum height from 45' to 55' and reduce rear yard setback from 20' to 10'. All of the requirements outlined under PD-9-06 that pertain and/or exist related to Village Crossing shall remain unchanged.

c. **Public Hearing - Fire Facilities Impact Fee WLFD**
The purpose is to hear public comment on the proposed addition of an ordinance to create an impact fee for fire facilities in the City of Oconomowoc.

5. Approval of Meeting Minutes

a. Minutes of June 2, 2026

6. Comments/Suggestions from Citizens

7. Consent Agenda (Items listed under the Consent Agenda are considered in one motion - a Council member may request to remove an item):

a. Treasurer's Report

1. Treasurer's Report and Financials - May 2026

b. Licenses

1. 2026 - 2027 Taxicab License Renewal for Oconomowoc Silver Streak

c. Electric Utility Easement Agreement between City and DC Real Estate Holdings LLC OCOC0635999028

d. Final Plat for Arrowood Phase 5, located along Arrowood Circle East & Charter Oak Court, within the Arrowood Residential Subdivision.

e. Developer's Agreement for Synder Way Phase 2

f. Developer's Agreement for Olde Highlander Phase 4

8. Committee Reports

a. Protection & Welfare - Kowieski, Chr; Spiegelberg, Secy; Jungwirth

1. Consider/act on Resolution 26-R3378 Granting Renewal of 2026 - 2027 Alcohol Beverage Licenses

2. Consider/act on Resolution 26-R3379 Granting New 2026 - 2027 "Class B" Intoxicating Liquor/Fermented Malt Beverage to Perseverance Corp. (The Badger Burger Co.)

b. Utility - Schellpeper, Chr; Jungwirth, Secy; Welch

1. Consider/act on Resolution 26-R3380 for the Approval of 2025 WDNR CMAR

9. Plan Commission

a. Consider/act on Ordinance 26-O1128 to Amend the Oconomowoc Comprehensive Plan 2050 to change the land use on 3.83 acres from Industrial to Commercial/Office, located at 520 W. Second St. - 1st Reading

b. Consider/act on Ordinance 26-O1129 to amend the Oconomowoc Comprehensive Plan 2050 to change the land use on 1.29 acres from Industrial to Commercial/Office, located at 519 W. Second Street -1st Reading

c. Consider/act on Ordinance 26-O1130 to amend the Oconomowoc Comprehensive Plan 2050 to change the land use on .5 acres from Industrial to Commercial/Office, located at 126 S. Park Street - 1st Reading

d. Consider/act on Ordinance 26-O1123 to rezone 3.83 acres from Industrial to General Commercial, located at 520 W. Second St. - 1st Reading

e. Consider/act on Ordinance 26-O1124 to rezone 1.29 acres from Industrial to General Commercial, located at 519 W. Second St. - 1st Reading

f. Consider/act on Ordinance 26-O1125 to rezone .5 acres from Industrial to General Commercial, located at 126 S. Park St. - 1st Reading

g. Consider/act on the Conditional Use Permit to allow Boat Sales, Boat Storage and Boat Service for CenterPointe Marine at 520 W. Second St.

h. Consider/act on the Conditional Use Permit to allow Boat Storage for CenterPointe Marine at 519 W. Second St.

i. Consider/act on the Conditional Use Permit to allow Boat Service for CenterPointe Marine at 126 S. Park St.

j. Consider/act on Ord 26-O1131 to amend the Oconomowoc Comp Plan 2050 to change the land use on 21.3 acres from Commercial & Office to 10.5 acres of Medium Density Res. & 10.8 acres of High Density Res. at Valley Rd & Pabst Farms Cir. - 1st Reading

k. Consider/act on Ordinance 26-O1126 to rezone 21.3 acres from General Commercial to 10.5 acres of Residential Multi-Unit Low & 10.8 acres to Residential Multi-Unit High, at SE corner of Valley Rd & Pabst Farms Cir. - 1st Reading

l. Consider/act on Ordinance 26-O1127 to amend the Planned Development District PD-9-06 (Village Square) within Pabst Farms, located at the SE corner of Valley Rd & Pabst Farms Cir. - 1st Reading

10. New Business

a. Presentation/Update from Mon Bijou Inn for the Conditional Use Permit that allows lodging and public tavern/lounge use at 351 E. Lisbon Road.

b. Consider/act on Resolution 26-R3381 for the Approval of Interim Lake Country Municipal Court Judge

c. Consider/act on Ordinance 26-O1132 to Create an Impact Fee for Fire Facilities in the City of Oconomowoc - 1st Reading

d. Consider/act on Memorandum of Understanding Regarding Fire Facilities Impact Fees and Cost Sharing

11. Staff Reports

12. Reports and Comments from the Aldermen

13. Reports and Comments from the Mayor

14. Adjourn

NOTICE OF PUBLIC HEARING

PLEASE TAKE NOTICE there will be a **Public Hearing** before the City of Oconomowoc Common Council on June 16, 2026 at 7:30 pm in Council Chambers, second floor of City Hall, 174 E. Wisconsin Avenue, Oconomowoc WI.

The purpose of the Public Hearing is to hear public comment on the application by Peter Moede of CenterPointe Marine for an amendment of the City of Oconomowoc Comprehensive Plan 2050 and a rezoning of 3.83 acres at 520 W. Second Street; .5 acres at 126 S. Park Street and 1.29 acres at 519 W. Second Street.

The rezoning is for CenterPointe Marine to allow for boat storage, boat sales and boat service. The 3 parcels are designated on the land use plan as Industrial and the request is to change the land use map to Commercial / Office. The 3 parcels are also zoned Industrial and the request is to rezone the 3 properties to General Commercial (5.62 acres).

If approved the applicant is also requesting 3 Conditional Use Permits for boat sales, storage and service at 520 W. Second Street; boat storage at 519 W. Second Street; and boat service at 126 S. Park Street. Per the Zoning Ordinance §17.106 Table of Allowed Uses, Vehicle Sales, Vehicle Service and Storage Yards are all listed as Conditional Uses in the General Commercial zoning district.

The complete application may be viewed on the City's website at www.oconomowoc-wi.gov under Public Notices or in the City Planner's office at City Hall during regular business hours.

If a person with a disability requires the meeting be accessible or materials at the meeting be in an accessible format call the City Clerk's office at 262-569-2186 at least 48 hours prior to the meeting to request adequate accommodations. Interested persons may attend the public hearing in person or submit their opinions to the City Clerk in writing prior to said hearing.

Gina Kozlik, City Clerk

NOTICE OF PUBLIC HEARING

PLEASE TAKE NOTICE there will be a **Public Hearing** before the City of Oconomowoc Common Council on June 16, 2026 at 7:30 pm in Council Chambers on the second floor of City Hall, 174 E. Wisconsin Avenue, Oconomowoc WI.

The purpose of the hearing is to hear public comment on the application submitted by Brian Bell, Village Square Holdings LLC, property owner, for an amendment of the City's Comprehensive Land Use Plan 2050 and rezoning of 21.3 acres located at the southeast corner of Valley Road (CTH B) and Pabst Farms Circle. The parcel is identified as tax key #OCOC 0633.999.016 and designated on the land use map as Commercial and Office Use and zoned General Commercial (GC) district. The request is to change 10.5 acres on the land use map to Medium Density Residential and rezone the 10.5 acres to RML; Residential Multi-Unit Low with a Planned Development Overlay. The adjacent 10.8 acres would change on the Land Use Map to High Density Residential and rezone the 10.8 acres to RMH; Residential Multi-Unit High with a Planned Development Overlay. The remaining 5.0 acres on the property would remain General Commercial zoning. If approved the applicant intends to construct 80 single-family residential homes (consisting of 40 twin home buildings) to be known as The Towns at Pabst Farms and a senior living development consisting of 152 units. The site currently has a Planned Development Overlay (PD-9-06). The Planned Development overlay amendment is requested to give flexibility for the following zoning components. Under the RML parcel, the request is to reduce the minimum lot width from 90' to 31'; reduce the side yard setback to 0' on one side and maintain 10' on the other side; reduce corner lot setbacks from 25' to 20'; and with the exception of Pabst Farms Boulevard frontage which shall remain 25', reduce all rear yard setbacks from 20' to 10'. Under the RMH parcel, the request is to increase the principal structure maximum height from 45' to 55' and reduce rear yard setback from 20' to 10'. All of the requirements outlined under PD-9-06 that pertain and/or exist related to Village Crossing shall remain unchanged.

The complete application may be viewed on the City's website at www.oconomowoc-wi.gov under Public Notices or in the City Planner's office at City Hall during regular business hours.

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Gina Kozlik, City Clerk
City of Oconomowoc

NOTICE OF PUBLIC HEARING

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The purpose of the public hearing is to hear public comments on the proposed addition of an ordinance to create an impact fee for fire facilities in the City of Oconomowoc.

The proposed ordinance and impact fee study are available for review on the City's website at www.oconomowoc-wi.gov under Public Notices or in the City Clerk's office at City Hall during regular business hours.

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Gina Kozlik, City Clerk

City of Oconomowoc
Common Council Meeting Minutes
June 02, 2026 - 7:30 PM

Aldermen Present: Jennifer Aultman Kloth, Kevin Ellis, Karen Spiegelberg, April Welch, Charles Schellpeper, Lou Kowieski, Erik Jungwirth, Zachary Frankowski
Also Present: Matt Rosek, Mark Frye, Gina Kozlik, James Pfister, Steve Hatton, Ivan Lam

Mayor Rosek called the Common Council Meeting to order at 7:32 PM and appropriate meeting notice was confirmed.

Pledge of Allegiance

Roll Call

Approval of Meeting Minutes

a. **Minutes of May 19, 2026**
Motion to approve the Council minutes of May 19, 2026 made by Ellis and seconded by Aultman Kloth. Motion carried 8-0-0

Comments/Suggestions from Citizens None

Consent Agenda (Items listed under the Consent Agenda are considered in one motion - a Council member may request to remove an item):
Motion to approve the Consent Agenda made by Aultman Koth and seconded by Ellis.
Motion carried 8-0-0.

a. **Approving Sidewalk Easements along Valley Road**

b. **Licenses**

1. **License Approvals - Amusement Operators**

Committee Reports

a. **Protection & Welfare - Kowieski, Chr; Spiegelberg, Secy; Jungwirth**

1. **Consider/act on Resolution 26-R3376 Granting Renewal of 2026 - 2027 Alcohol Beverage Licenses**

Clerk Kozlik said the applications meet all statutory and code requirements and have had the required inspections. The Protection and Welfare Committee recommended approval.
Motion to adopt Resolution 26-R3376 granting renewal of 2026 - 2027 Alcohol Beverage Licenses.
Motion made by made by Aultman Kloth and seconded by Frankowski. Motion carried 8-0-0.

2. Consider/act on Resolution 26-R3377 Granting New 2026 - 2027 Reserve "Class B" Intoxicating Liquor License to First Watch Restaurants, Inc. (First Watch #1163)

Kowiewski said there were no concerns at the committee level after review of the application material. The regional representative appeared at committee, and the committee was in favor of granting the license.

Motion to adopt Resolution 26-R3377 granting new 2026 - 2027 Reserve "Class B" Intoxicating Liquor License to First Watch Restaurants, Inc. (First Watch 1163) made by Kowieski and seconded by Welch. Motion carried 8-0-0

Staff Reports

Reports and Comments from the Aldermen

Ellis said he attended the Journey21 graduation and he was impressed with their program and accomplishments. Kowieski expressed his appreciation for engagement with the Council, the constituents and department heads.

Reports and Comments from the Mayor

The Mayor said he presented a Proclamation earlier today to the Oconomowoc Junior Women's Club and appreciates their volunteering efforts and impact on the community. The Mayor also said he was pleased to report that they learned at the Finance Committee meeting that they have a 1.2 million dollar surplus from the 2025 budget mostly due to interest rates, building permits and good fiscal planning thanks to the former Mayor, former Councils and city staff. The Mayor was celebrating his 25th wedding anniversary tonight and he thanked his wife for her support.

Adjourn

Motion to adjourn made by Aultman Kloth and seconded by Schellpeper.
Motion carried 8-0-0.
The meeting adjourned at 7:44 PM.

Minutes taken by Gina Kozlik, City Clerk

City of Oconomowoc - Treasurer's Report
Cash & Investments
May 31, 2026

CASH & INVESTMENTS

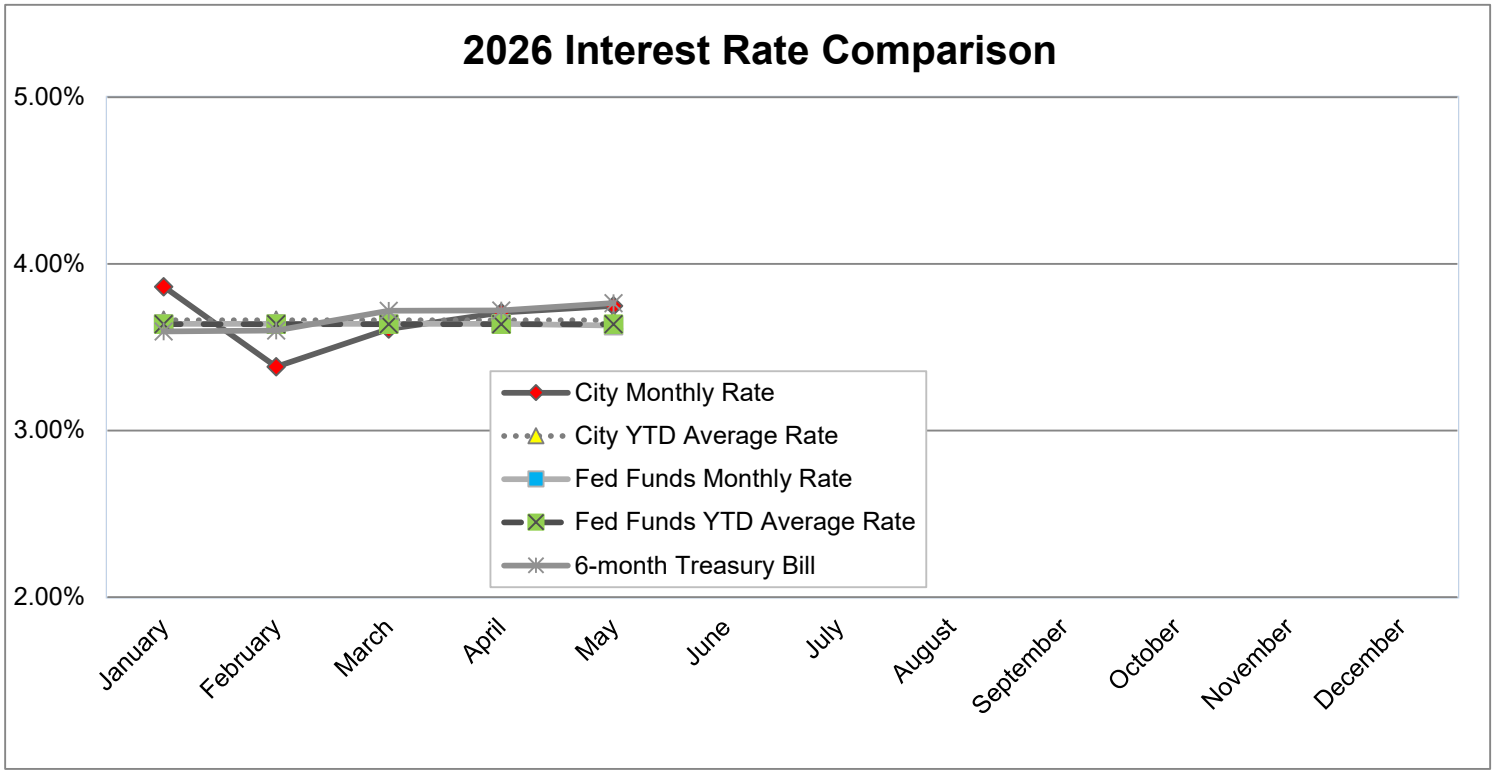
	Total	% of Portfolio
State of Wisconsin LGIP	$ 51,017,639.75	55.8%
PMA Financial Network	25,139,326.67	27.5%
DANA Investments	6,515,859.24	7.1%
Checking/Municipal Sweep	4,246,552.52	4.6%
Other [(1)]	88,452.64	0.1%
Internal Advances	4,490,324.54	4.9%
Total	$ 91,498,155.36	100.0%

(1) Includes Library Trust Fund, Police Checking Acct

INTEREST REVENUE

	May Interest	YTD Interest	Average YTD Rate
State of Wisconsin LGIP	$ 156,182.97	$ 702,995.30	4.42%
Checking & Related Accts	18,932.42	106,809.65	3.93%
Other Investments	97,312.43	581,208.01	3.63%
Internal Advances	13,270.39	66,888.00	3.51%
Total	$ 285,698.21	$ 1,457,900.96	3.66%

Benchmark - Fed Funds	3.64%
Benchmark - 6 Month Treasury Bill	3.68%



City of Oconomowoc - Treasurer's Report
Checking Account Transactions
May 31, 2026

RECEIPTS

	Combined Checking
Cash Balance as of May 1	$ 5,171,634.45
Utility Payments	2,851,468.68
WI Title Service Co	668,013.22
Property Taxes	572,243.05
Village of Lac La Belle	355,291.31
Library Receipts	204,212.79
Impact Fees / Sewer Availability Charges	193,417.91
Ixonia Sanitary District	106,601.90
Building / Electric / HVAC / Plumbing Permits	81,361.07
Recreational Enrollment Fees	66,444.81
Room Tax	37,981.10
US Bank	32,661.79
Charter Communications	28,924.74
Prairie Creek Ridge LLC	26,144.71
Municipal Court Fines / Rent	25,951.96
League of WI Municipalities Mutual Insurance	18,648.00
Erie Insurance	16,309.25
Village of Oconomowoc Lake	12,767.88
Miscellaneous Receipts	254,832.48
Total Receipts	$ 5,553,276.65

DISBURSEMENTS

	Combined Checking
WPPI Energy	$ 1,252,309.98
Fowler Lake Village LLC	400,505.90
Department of Employee Trust Funds	274,992.18
Federal & FICA Payroll Taxes	239,868.15
Truck Country of Wisconsin	155,837.00
Oconomowoc Area Historical	150,000.00
Wisconsin Retirement System	152,670.13
US Bank - P-Card	139,575.94
Johns Disposal Service Inc	97,660.87
Ruekert/Mielke P.E. Inc	79,421.36
WI Department of Revenue - Sales Tax	77,225.24
OpenGov, Inc	71,138.82
Badger State Waste LLC	65,431.33
WI Dept of Revenue - State Witholding	60,890.80
WI Building Inspections LLP	52,507.83
Collins Engineers Inc	44,466.47
Mulcahy Shaw Water Inc	39,455.16
Bridges Library System	38,159.20
Stuart C Irby Co	37,667.00
Waukesha County Treasurer	35,442.98
Wisconsin Deferred Compensation	34,514.30
DXP Enterprises, Inc	33,545.00
Probewell Lab Inc	30,418.00
R&R Insurance Services	25,355.42
Miscellaneous Disbursements	267,189.39
Total Disbursements	$ 3,856,248.45
Payrolls	(961,686.07)
P-Card Paid from PMA	139,575.94
Transfer to PMA Taxes	(1,800,000.00)
General Checking Account Balance as of May 31	$ 4,246,552.52

City of Oconomowoc, WI

Balance Sheet
Account Summary
As Of 05/31/2026

		Balance	
Fund: 100 - GENERAL FUND			
Assets			
110 - CASH AND INVESTMENTS		18,666,845.22	
120 - TAXES AND RELATED RECEIVABLES		7,870,294.03	
130 - ACCOUNTS RECEIVABLE		555,900.80	
140 - SPECIAL ASSESSMENT RECEIVABLE		80,548.88	
150 - INTEREST RECEIVABLE		102,991.22	
160 - DUE FROM OTHER FUNDS		1,751,500.00	
181 - PREPAID ITEMS		3,128.12	
	Total Assets:	**29,031,208.27**	**29,031,208.27**
Liability			
210 - ACCOUNTS PAYABLE		11,462.64	
220 - ACCRUED LIABILITIES		401,264.45	
230 - DEPOSITS		1,257,629.70	
240 - DUE TO OTHER GOVERNMENTS		6,032,631.83	
250 - DUE TO OTHER FUNDS		620,394.32	
260 - UNEARNED REVENUES		10,118.62	
270 - PROPERTY TAXES		3,215,769.81	
280 - SPECIAL ASSESSMENTS		79,242.25	
	Total Liability:	**11,628,513.62**	
Equity			
310 - NON-SPENDABLE		672,274.00	
330 - COMMITTED		5,756,505.00	
340 - ASSIGNED		1,503,895.00	
350 - UNASSIGNED		6,042,371.59	
	Total Beginning Equity:	**13,975,045.59**	
Total Revenue		13,697,849.18	
Total Expense		10,270,200.12	
Revenues Over/Under Expenses		**3,427,649.06**	
	Total Equity and Current Surplus (Deficit):	**17,402,694.65**	
	Total Liabilities, Equity and Current Surplus (Deficit):		**29,031,208.27**

City of Oconomowoc, WI

Budget Report
Group Summary
For Fiscal: 2026 Period Ending: 05/31/2026

Department;Sourc…	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
GENERAL FUND						
Revenue						
TAXES	12,714,231.00	12,714,231.00	1,464,322.15	9,361,692.70	-3,352,538.30	73.63 %
SPECIAL ASSESSMENTS	12,000.00	12,000.00	0.00	39,358.38	27,358.38	327.99 %
INTERGOVERNMENTAL AID	3,153,893.32	3,153,893.32	396,334.91	1,240,040.98	-1,913,852.34	39.32 %
LICENSES AND PERMITS	1,460,200.00	1,460,200.00	378,534.18	1,134,892.15	-325,307.85	77.72 %
PENALTIES AND FINES	294,500.00	294,500.00	23,859.50	104,618.60	-189,881.40	35.52 %
PUBLIC CHARGES FOR SERVICES	773,595.00	773,595.00	80,993.17	424,571.63	-349,023.37	54.88 %
INTERFUND CHARGES FOR SERVICES	3,950.00	3,950.00	329.16	1,645.80	-2,304.20	41.67 %
MISCELLANEOUS REVENUES	772,284.52	773,752.52	98,652.11	666,528.94	-107,223.58	86.14 %
OTHER FINANCING SOURCES	2,406,000.00	2,406,000.00	144,900.00	724,500.00	-1,681,500.00	30.11 %
Revenue Total:	**21,590,653.84**	**21,592,121.84**	**2,587,925.18**	**13,697,849.18**	**-7,894,272.66**	**63.44 %**
Expense						
ELECTED OFFICIALS / ADMINISTRATION	1,550,183.62	1,614,145.62	25,203.64	1,023,747.45	590,398.17	63.42 %
FINANCE DEPARTMENT	694,747.07	694,747.07	36,228.36	258,307.81	436,439.26	37.18 %
CITY CLERK DEPARTMENT	511,784.33	511,784.33	29,576.06	193,332.59	318,451.74	37.78 %
POLICE DEPARTMENT	5,914,397.60	5,982,528.68	472,601.55	2,457,289.77	3,525,238.91	41.07 %
FIRE DEPARTMENT	4,381,924.00	4,381,924.00	0.00	2,956,356.80	1,425,567.20	67.47 %
DEPARTMENT OF PUBLIC WORKS	3,967,696.11	4,096,721.11	281,627.64	1,715,028.93	2,381,692.18	41.86 %
LIBRARY	1,414,967.48	1,414,967.48	142,267.42	558,320.18	856,647.30	39.46 %
PARKS, RECREATION AND FORESTRY	2,629,480.05	2,656,120.84	186,816.16	880,321.18	1,775,799.66	33.14 %
PLANNING DEPARTMENT	358,841.29	400,671.29	23,000.82	158,384.48	242,286.81	39.53 %
BUREAU OF ECONOMIC DEVELOPMENT	166,632.29	172,532.29	10,697.87	69,110.93	103,421.36	40.06 %
Expense Total:	**21,590,653.84**	**21,926,142.71**	**1,208,019.52**	**10,270,200.12**	**11,655,942.59**	**46.84 %**
GENERAL FUND Surplus (Deficit):	**0.00**	**-334,020.87**	**1,379,905.66**	**3,427,649.06**	**3,761,669.93**	**-1,026.18 %**
Report Surplus (Deficit):	**0.00**	**-334,020.87**	**1,379,905.66**	**3,427,649.06**	**3,761,669.93**	**-1,026.18 %**

City of Oconomowoc, WI

Balance Sheet
Account Summary
As Of 05/31/2026

		Balance	
Fund: 408 - CAPITAL IMPROVEMENTS			
Assets			
110 - CASH AND INVESTMENTS		6,535,090.35	
130 - ACCOUNTS RECEIVABLE		1,369,173.01	
	Total Assets:	**7,904,263.36**	**7,904,263.36**
Liability			
210 - ACCOUNTS PAYABLE		14,450.30	
260 - UNEARNED REVENUES		1,292,671.99	
	Total Liability:	**1,307,122.29**	
Equity			
330 - COMMITTED		4,838,501.43	
	Total Beginning Equity:	**4,838,501.43**	
Total Revenue		3,464,161.69	
Total Expense		1,705,522.05	
Revenues Over/Under Expenses		**1,758,639.64**	
	Total Equity and Current Surplus (Deficit):	**6,597,141.07**	
	Total Liabilities, Equity and Current Surplus (Deficit):		**7,904,263.36**

City of Oconomowoc, WI

Budget Report
Group Summary
For Fiscal: 2026 Period Ending: 05/31/2026

Source;Divisio…	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
CAPITAL IMPROVEMENTS						
Revenue						
TAXES	2,100,000.00	2,100,000.00	0.00	2,100,000.00	0.00	100.00 %
SPECIAL ASSESSMENTS	107,381.37	107,381.37	0.00	107,381.37	0.00	100.00 %
INTERGOVERNMENTAL AID	0.00	292,499.50	0.00	292,499.50	0.00	100.00 %
MISCELLANEOUS REVENUES	55,500.00	55,500.00	20,557.44	214,280.82	158,780.82	386.09 %
OTHER FINANCING SOURCES	3,140,000.00	3,140,000.00	0.00	750,000.00	-2,390,000.00	23.89 %
Revenue Total:	**5,402,881.37**	**5,695,380.87**	**20,557.44**	**3,464,161.69**	**-2,231,219.18**	**60.82 %**
Expense						
ELECTIONS	0.00	20,505.00	0.00	0.00	20,505.00	0.00 %
POLICE ADMINISTRATION	0.00	0.00	-1,363.76	0.00	0.00	0.00 %
POLICE OPERATIONS	140,103.00	210,797.09	20,963.76	123,595.66	87,201.43	58.63 %
WATERSHED STORMWATER EXPENSE	0.00	6,472.00	1,962.50	5,292.50	1,179.50	81.78 %
SUPP/HYDRANT	627,555.00	627,555.00	0.00	627,645.00	-90.00	100.01 %
MUNICIPAL GARAGE	245,000.00	245,000.00	0.00	10,480.00	234,520.00	4.28 %
HIGHWAY & OTHER TRANSPORTATION	2,925,000.00	3,472,063.60	20,425.33	12,738.92	3,459,324.68	0.37 %
STREET MAINTENANCE	78,000.00	78,000.00	0.00	75,500.00	2,500.00	96.79 %
BRIDGES	0.00	76,511.83	0.00	0.00	76,511.83	0.00 %
STREET CLEANING	450,000.00	450,000.00	0.00	426,540.20	23,459.80	94.79 %
SNOW AND ICE REMOVAL	147,000.00	147,000.00	0.00	71,778.00	75,222.00	48.83 %
STORM WATER SEWERS	0.00	10,000.00	0.00	0.00	10,000.00	0.00 %
CITY BUILDINGS	105,000.00	516,366.42	1,382.00	1,382.00	514,984.42	0.27 %
WEED CONTROL	20,000.00	20,000.00	0.00	0.00	20,000.00	0.00 %
LIBRARY	10,000.00	10,000.00	0.00	4,613.09	5,386.91	46.13 %
COMMUNITY CENTER	40,000.00	40,000.00	0.00	0.00	40,000.00	0.00 %
PARKS/PLAYGROUNDS	399,000.00	1,238,852.66	4,491.22	176,674.59	1,062,178.07	14.26 %
ATHLETIC FIELDS/COURTS	0.00	33,500.00	-178.13	0.00	33,500.00	0.00 %
ECONOMIC DEVELOPMENT	0.00	16,814.56	0.00	0.00	16,814.56	0.00 %
TRANSFER TO DEBT SERVICE	0.00	0.00	0.00	94,282.09	-94,282.09	0.00 %
TRANSFER TO WATERSHED FUND	75,000.00	75,000.00	0.00	75,000.00	0.00	100.00 %
Expense Total:	**5,261,658.00**	**7,294,438.16**	**47,682.92**	**1,705,522.05**	**5,588,916.11**	**23.38 %**
CAPITAL IMPROVEMENTS Surplus (Deficit):	**141,223.37**	**-1,599,057.29**	**-27,125.48**	**1,758,639.64**	**3,357,696.93**	**-109.98 %**
Report Surplus (Deficit):	**141,223.37**	**-1,599,057.29**	**-27,125.48**	**1,758,639.64**	**3,357,696.93**	**-109.98 %**

City of Oconomowoc, WI

Balance Sheet
Account Summary
As Of 05/31/2026

	Balance	
Fund: 601 - WASTEWATER UTILITY		
Assets		
Class: 105 - CURRENT ASSETS		
1051 - CASH & INVESTMENTS	14,677,679.46	
1052 - ACCOUNTS RECEIVABLE	544,442.89	
1053 - SPECIAL ASSESSMENT RECEIVABLE	2,075,032.27	
1054 - ACCRUED INTEREST	37,251.34	
1055 - DUE FROM OTHER FUNDS	824,500.00	
1058 - ADVANCES TO OTHER FUNDS	152,302.38	
Total Class 105 - CURRENT ASSETS:	**18,311,208.34**	
Class: 145 - RESTRICTED ASSETS		
1451 - CASH & INVESTMENTS	12,240,080.42	
Total Class 145 - RESTRICTED ASSETS:	**12,240,080.42**	
Class: 165 - NONCURRENT ASSETS		
1653 - ADVANCES TO OTHER FUNDS	316,195.12	
1657 - OTHER ASSETS	183,385.00	
Total Class 165 - NONCURRENT ASSETS:	**499,580.12**	
Class: 175 - CAPITAL ASSETS		
1751 - LAND	60,606.55	
1752 - STRUCTURES & IMPROVEMENTS	11,389,659.91	
1753 - IMPROVEMENTS OTHER THAN BUILDINGS	57,492,263.04	
1754 - MACHINERY & EQUIPMENT	19,408,631.24	
1756 - CONSTRUCTION IN PROGRESS	3,511,928.69	
1757 - ACCUMULATED DEPRECIATION	-31,156,742.24	
Total Class 175 - CAPITAL ASSETS:	**60,706,347.19**	
Total Assets:	**91,757,216.07**	**91,757,216.07**
Liability		
Class: 205 - CURRENT LIABILIITES		
2051 - ACCOUNTS PAYABLE	80,077.60	
2052 - ACCRUED LIABILITIES	70,670.75	
2053 - ACCRUED INTEREST	16,416.00	
2057 - DEFERRED CREDITS	264,192.14	
2058 - GENERAL OBLIGATION DEBT	260,000.00	
Total Class 205 - CURRENT LIABILIITES:	**691,356.49**	
Class: 255 - NONCURRENT LIABILITIES		
2553 - GENERAL OBLIGATION DEBT	1,845,000.00	
Total Class 255 - NONCURRENT LIABILITIES:	**1,845,000.00**	
Total Liability:	**2,536,356.49**	
Equity		
Class: 305 - NET POSITION		
3055 - RESTRICTED FOR PLANT REPLACEMENT	12,240,080.42	
3057 - RESTRICTED FOR PENSION BENEFITS	183,385.00	
3059 - UNRESTRICTED	75,769,499.88	
Total Class 305 - NET POSITION:	**88,192,965.30**	
Total Beginning Equity:	**88,192,965.30**	
Total Revenue	3,471,344.16	
Total Expense	2,443,449.88	
Revenues Over/Under Expenses	**1,027,894.28**	
Total Equity and Current Surplus (Deficit):	**89,220,859.58**	
Total Liabilities, Equity and Current Surplus (Deficit):		**91,757,216.07**

City of Oconomowoc, WI

Budget Report
Group Summary
For Fiscal: 2026 Period Ending: 05/31/2026

RevClass;Departmen…	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 601 - WASTEWATER UTILITY						
Revenue						
Source: 411 - OPERATING REVENUE						
6410 - RESIDENTIAL	2,543,568.00	2,543,568.00	220,509.02	1,077,578.45	-1,465,989.55	42.36 %
6411 - COMMERCIAL	1,445,144.00	1,445,144.00	132,780.04	622,193.59	-822,950.41	43.05 %
6414 - INDUSTRIAL	179,870.00	179,870.00	15,958.55	81,960.64	-97,909.36	45.57 %
6421 - SERVICE TO OTHER SYSTEMS	1,150,802.32	1,150,802.32	114,725.16	532,110.20	-618,692.12	46.24 %
6450 - OTHER OPERATING REVENUE	359,077.00	359,077.00	41,446.89	129,500.45	-229,576.55	36.06 %
Source: 411 - OPERATING REVENUE Total:	**5,678,461.32**	**5,678,461.32**	**525,419.66**	**2,443,343.33**	**-3,235,117.99**	**43.03 %**
Source: 412 - NON-OPERATING REVENUE						
8110 - INTEREST ON INVESTMENTS	1,180,164.00	1,180,164.00	103,525.36	477,250.48	-702,913.52	40.44 %
8113 - SEWER AVAILABILITY CHARGE	917,700.00	917,700.00	72,585.00	457,509.00	-460,191.00	49.85 %
8114 - IMPACT FEES & SPECIAL ASSESSMENTS	257,012.00	257,012.00	18,671.32	129,005.41	-128,006.59	50.19 %
8120 - UNREALIZED GAIN/LOSS	0.00	0.00	-2,427.99	-21,632.99	-21,632.99	0.00 %
8121 - REALIZED GAIN/LOSS	0.00	0.00	-4,129.35	-14,131.07	-14,131.07	0.00 %
Source: 412 - NON-OPERATING REVENUE Total:	**2,354,876.00**	**2,354,876.00**	**188,224.34**	**1,028,000.83**	**-1,326,875.17**	**43.65 %**
Source: 414 - CONTRIBUTIONS AND TRANSFERS						
4210 - CONTRIBUTED INFRASTRUCTURE	800,000.00	800,000.00	0.00	0.00	-800,000.00	0.00 %
Source: 414 - CONTRIBUTIONS AND TRANSFERS Total:	**800,000.00**	**800,000.00**	**0.00**	**0.00**	**-800,000.00**	**0.00 %**
Revenue Total:	**8,833,337.32**	**8,833,337.32**	**713,644.00**	**3,471,344.16**	**-5,361,993.16**	**39.30 %**
Expense						
518 - ADMIN & GENERAL	3,434,672.63	3,454,672.63	278,051.11	1,402,345.88	2,052,326.75	40.59 %
519 - VEHICLES & EQUIPMENT	281,867.46	281,867.46	22,435.56	110,270.44	171,597.02	39.12 %
573 - DISTRIBUTION MAINTENANCE	0.00	0.00	0.00	0.00	0.00	0.00 %
575 - COLLECTION	483,381.81	501,381.81	23,581.36	146,814.75	354,567.06	29.28 %
576 - TREATMENT & DISPOSAL	1,945,159.07	2,012,159.07	165,334.13	621,095.90	1,391,063.17	30.87 %
578 - SANITARY DISTRICTS	2,581.44	2,581.44	187.96	1,012.86	1,568.58	39.24 %
580 - DEBT SERVICE	384,299.42	384,299.42	31,769.41	161,910.05	222,389.37	42.13 %
Expense Total:	**6,531,961.83**	**6,636,961.83**	**521,359.53**	**2,443,449.88**	**4,193,511.95**	**36.82 %**
Fund: 601 - WASTEWATER UTILITY Surplus (Deficit):	**2,301,375.49**	**2,196,375.49**	**192,284.47**	**1,027,894.28**	**-1,168,481.21**	**46.80 %**
Report Surplus (Deficit):	**2,301,375.49**	**2,196,375.49**	**192,284.47**	**1,027,894.28**	**-1,168,481.21**	**46.80 %**

Fund Summary

Fund	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)
601 - WASTEWATER UTILITY	2,301,375.49	2,196,375.49	192,284.47	1,027,894.28	-1,168,481.21
Report Surplus (Deficit):	**2,301,375.49**	**2,196,375.49**	**192,284.47**	**1,027,894.28**	**-1,168,481.21**

City of Oconomowoc, WI

Balance Sheet
Account Summary
As Of 05/31/2026

	Balance	
Fund: 602 - WATER UTILITY		
Assets		
Class: 105 - CURRENT ASSETS		
1051 - CASH & INVESTMENTS	3,199,643.58	
1052 - ACCOUNTS RECEIVABLE	454,134.95	
1053 - SPECIAL ASSESSMENT RECEIVABLE	470,026.52	
1057 - INVENTORIES	104,647.44	
Total Class 105 - CURRENT ASSETS:	**4,228,452.49**	
Class: 165 - NONCURRENT ASSETS		
1657 - OTHER ASSETS	495,498.07	
Total Class 165 - NONCURRENT ASSETS:	**495,498.07**	
Class: 175 - CAPITAL ASSETS		
1751 - LAND	58,625.09	
1752 - STRUCTURES & IMPROVEMENTS	1,482,870.37	
1753 - IMPROVEMENTS OTHER THAN BUILDINGS	55,734,311.99	
1754 - MACHINERY & EQUIPMENT	12,444,456.50	
1756 - CONSTRUCTION IN PROGRESS	9,912,766.32	
1757 - ACCUMULATED DEPRECIATION	-19,468,089.56	
Total Class 175 - CAPITAL ASSETS:	**60,164,940.71**	
Total Assets:	**64,888,891.27**	**64,888,891.27**
Liability		
Class: 205 - CURRENT LIABILIITES		
2051 - ACCOUNTS PAYABLE	284,182.95	
2052 - ACCRUED LIABILITIES	26,325.81	
2053 - ACCRUED INTEREST	63,352.26	
2054 - DEPOSITS	4,550.00	
2055 - ACCRUED TAXES	655,127.00	
2057 - DEFERRED CREDITS	342,694.59	
2059 - REVENUE BONDS	610,000.00	
2061 - ADVANCES FROM OTHER FUNDS	318,743.36	
Total Class 205 - CURRENT LIABILIITES:	**2,304,975.97**	
Class: 255 - NONCURRENT LIABILITIES		
2553 - GENERAL OBLIGATION DEBT	11,187,589.51	
2556 - ADVANCES FROM OTHER FUNDS	1,595,581.18	
Total Class 255 - NONCURRENT LIABILITIES:	**12,783,170.69**	
Total Liability:	**15,088,146.66**	
Equity		
Class: 305 - NET POSITION		
3057 - RESTRICTED FOR PENSION BENEFITS	186,092.00	
3059 - UNRESTRICTED	49,178,560.95	
Total Class 305 - NET POSITION:	**49,364,652.95**	
Total Beginning Equity:	**49,364,652.95**	
Total Revenue	2,499,492.33	
Total Expense	2,063,400.67	
Revenues Over/Under Expenses	**436,091.66**	
Total Equity and Current Surplus (Deficit):	**49,800,744.61**	
Total Liabilities, Equity and Current Surplus (Deficit):		**64,888,891.27**

City of Oconomowoc, WI

Budget Report
Group Summary
For Fiscal: 2026 Period Ending: 05/31/2026

RevClass;Departmen…	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 602 - WATER UTILITY						
Revenue						
Source: 411 - OPERATING REVENUE						
4600 - HYDRANT	4,151.00	4,151.00	2,284.74	2,403.64	-1,747.36	57.91 %
4610 - METERED SALES-RES MULTI FAMILY	508,505.60	508,505.60	43,791.75	219,292.87	-289,212.73	43.12 %
4611 - RESIDENTIAL	3,131,232.40	3,131,232.40	240,231.11	1,163,172.23	-1,968,060.17	37.15 %
4613 - COMMERCIAL	967,578.00	967,578.00	81,476.08	368,346.55	-599,231.45	38.07 %
4615 - INDUSTRIAL	142,575.20	142,575.20	12,988.87	64,641.30	-77,933.90	45.34 %
4617 - PUBLIC AUTHORITY	104,707.00	104,707.00	7,169.21	29,211.47	-75,495.53	27.90 %
4620 - PUBLIC FIRE PROTECTION	1,117,437.60	1,117,437.60	93,405.12	465,092.20	-652,345.40	41.62 %
4630 - PRIVATE FIRE PROTECTION	174,024.00	174,024.00	14,575.20	70,396.43	-103,627.57	40.45 %
4700 - FOREFITED DISCOUNTS	6,300.00	6,300.00	519.40	3,797.55	-2,502.45	60.28 %
4710 - MISC SERVICE REVENUE	2,400.00	2,400.00	200.00	705.00	-1,695.00	29.38 %
4720 - RENTS FROM WATER PROPERTY	73,128.16	73,128.16	12,958.94	37,835.84	-35,292.32	51.74 %
4740 - OTHER WATER REVENUE	38,259.60	38,259.60	17,255.67	28,551.67	-9,707.93	74.63 %
Source: 411 - OPERATING REVENUE Total:	**6,270,298.56**	**6,270,298.56**	**526,856.09**	**2,453,446.75**	**-3,816,851.81**	**39.13 %**
Source: 412 - NON-OPERATING REVENUE						
4190 - INTEREST	90,000.00	90,000.00	9,838.91	46,045.58	-43,954.42	51.16 %
Source: 412 - NON-OPERATING REVENUE Total:	**90,000.00**	**90,000.00**	**9,838.91**	**46,045.58**	**-43,954.42**	**51.16 %**
Source: 414 - CONTRIBUTIONS AND TRANSFERS						
4210 - CONTRIBUTED INFRASTRUCTURE	1,000,000.00	1,000,000.00	0.00	0.00	-1,000,000.00	0.00 %
Source: 414 - CONTRIBUTIONS AND TRANSFERS Total:	**1,000,000.00**	**1,000,000.00**	**0.00**	**0.00**	**-1,000,000.00**	**0.00 %**
Revenue Total:	**7,360,298.56**	**7,360,298.56**	**536,695.00**	**2,499,492.33**	**-4,860,806.23**	**33.96 %**
Expense						
516 - CUSTOMER SERVICE	99,235.03	99,235.03	7,526.99	34,985.62	64,249.41	35.26 %
517 - ADVERTISING / PUBLICITY	24,500.00	24,500.00	5,484.93	9,948.28	14,551.72	40.61 %
518 - ADMIN & GENERAL	948,806.44	948,806.44	57,229.64	344,811.69	603,994.75	36.34 %
519 - VEHICLES & EQUIPMENT	0.00	0.00	0.00	0.00	0.00	0.00 %
531 - SOURCE OF SUPPLY	5,000.00	5,000.00	0.00	0.00	5,000.00	0.00 %
532 - PUMPING OPERATIONS	288,172.85	288,172.85	23,535.08	117,261.28	170,911.57	40.69 %
533 - PUMPING MAINTENANCE	27,826.56	27,826.56	589.36	8,039.49	19,787.07	28.89 %
534 - TREATMENT OPERATIONS	166,464.64	166,464.64	10,675.00	62,557.18	103,907.46	37.58 %
535 - TREATMENT MAINTENANCE	20,634.19	20,634.19	101.31	1,437.71	19,196.48	6.97 %
572 - DISTRIBUTION OPERATIONS	354,783.61	354,783.61	27,535.04	110,977.97	243,805.64	31.28 %
573 - DISTRIBUTION MAINTENANCE	544,907.19	544,907.19	25,750.29	181,366.52	363,540.67	33.28 %
574 - GENERAL PLANT	75,240.94	75,240.94	3,442.95	37,879.49	37,361.45	50.34 %
577 - MISCELLANEOUS EXPENSES	2,853,476.01	2,853,476.01	231,657.05	1,154,135.44	1,699,340.57	40.45 %
Expense Total:	**5,409,047.46**	**5,409,047.46**	**393,527.64**	**2,063,400.67**	**3,345,646.79**	**38.15 %**
Fund: 602 - WATER UTILITY Surplus (Deficit):	**1,951,251.10**	**1,951,251.10**	**143,167.36**	**436,091.66**	**-1,515,159.44**	**22.35 %**
Report Surplus (Deficit):	**1,951,251.10**	**1,951,251.10**	**143,167.36**	**436,091.66**	**-1,515,159.44**	**22.35 %**

Fund Summary

Fund	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)
602 - WATER UTILITY	1,951,251.10	1,951,251.10	143,167.36	436,091.66	-1,515,159.44
Report Surplus (Deficit):	**1,951,251.10**	**1,951,251.10**	**143,167.36**	**436,091.66**	**-1,515,159.44**

City of Oconomowoc, WI

Balance Sheet
Account Summary
As Of 05/31/2026

	Balance	
Fund: 603 - ELECTRIC UTILITY		
Assets		
Class: 105 - CURRENT ASSETS		
1051 - CASH & INVESTMENTS	15,046,508.06	
1052 - ACCOUNTS RECEIVABLE	1,820,812.33	
1054 - ACCRUED INTEREST	22,509.85	
1056 - PREPAID ITEMS	3,591.00	
1057 - INVENTORIES	1,918,330.69	
1058 - ADVANCES TO OTHER FUNDS	166,440.98	
Total Class 105 - CURRENT ASSETS:	**18,978,192.91**	
Class: 145 - RESTRICTED ASSETS		
1451 - CASH & INVESTMENTS	27,222.70	
Total Class 145 - RESTRICTED ASSETS:	**27,222.70**	
Class: 165 - NONCURRENT ASSETS		
1653 - ADVANCES TO OTHER FUNDS	1,279,386.06	
1657 - OTHER ASSETS	374,648.00	
Total Class 165 - NONCURRENT ASSETS:	**1,654,034.06**	
Class: 175 - CAPITAL ASSETS		
1751 - LAND	123,061.54	
1752 - STRUCTURES & IMPROVEMENTS	3,178,803.83	
1753 - IMPROVEMENTS OTHER THAN BUILDINGS	55,611,300.30	
1754 - MACHINERY & EQUIPMENT	22,675,593.06	
1756 - CONSTRUCTION IN PROGRESS	2,450,545.53	
1757 - ACCUMULATED DEPRECIATION	-40,217,350.99	
Total Class 175 - CAPITAL ASSETS:	**43,821,953.27**	
Total Assets:	**64,481,402.94**	**64,481,402.94**
Liability		
Class: 205 - CURRENT LIABILIITES		
2051 - ACCOUNTS PAYABLE	1,615,481.66	
2052 - ACCRUED LIABILITIES	182,249.49	
2054 - DEPOSITS	27,222.70	
2055 - ACCRUED TAXES	747,512.00	
2056 - CUSTOMER ADVANCES FOR CONSTRUCTION	869,351.05	
2057 - DEFERRED CREDITS	137,411.73	
Total Class 205 - CURRENT LIABILIITES:	**3,579,228.63**	
Total Liability:	**3,579,228.63**	
Equity		
Class: 305 - NET POSITION		
3057 - RESTRICTED FOR PENSION BENEFITS	374,648.00	
3059 - UNRESTRICTED	60,268,172.87	
Total Class 305 - NET POSITION:	**60,642,820.87**	
Total Beginning Equity:	**60,642,820.87**	
Total Revenue	10,649,694.61	
Total Expense	10,390,341.17	
Revenues Over/Under Expenses	**259,353.44**	
Total Equity and Current Surplus (Deficit):	**60,902,174.31**	
Total Liabilities, Equity and Current Surplus (Deficit):		**64,481,402.94**

City of Oconomowoc, WI

Budget Report
Group Summary
For Fiscal: 2026 Period Ending: 05/31/2026

RevClass;Departmen…	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 603 - ELECTRIC UTILITY						
Revenue						
Source: 411 - OPERATING REVENUE						
4400 - RESIDENTIAL	12,545,499.80	12,545,499.80	769,311.36	4,513,060.97	-8,032,438.83	35.97 %
4420 - COMMERCIAL	3,625,002.00	3,625,002.00	246,539.71	1,335,268.68	-2,289,733.32	36.83 %
4430 - LARGE COMMERCIAL/INDUSTRIAL	13,124,500.00	13,124,500.00	897,170.94	4,467,795.68	-8,656,704.32	34.04 %
4440 - STREET & YARD LIGHTING	297,309.30	297,309.30	25,437.33	133,219.58	-164,089.72	44.81 %
4500 - FOREFITED DISCOUNTS	36,000.00	36,000.00	2,190.46	14,495.16	-21,504.84	40.26 %
4510 - MISC SERVICE REVENUE	6,000.00	6,000.00	1,350.00	1,700.00	-4,300.00	28.33 %
4540 - RENTS FROM ELECTRIC PROPERTY	15,521.01	15,521.01	1,400.00	7,000.00	-8,521.01	45.10 %
4560 - OTHER ELECTRIC REVENUE	15,000.00	15,000.00	2,011.58	4,745.45	-10,254.55	31.64 %
Source: 411 - OPERATING REVENUE Total:	**29,664,832.11**	**29,664,832.11**	**1,945,411.38**	**10,477,285.52**	**-19,187,546.59**	**35.32 %**
Source: 412 - NON-OPERATING REVENUE						
4190 - INTEREST	678,575.24	678,575.24	52,509.57	258,977.12	-419,598.12	38.16 %
Source: 412 - NON-OPERATING REVENUE Total:	**678,575.24**	**678,575.24**	**52,509.57**	**258,977.12**	**-419,598.12**	**38.16 %**
Source: 414 - CONTRIBUTIONS AND TRANSFERS						
4210 - CONTRIBUTED INFRASTRUCTURE	1,000,000.00	1,000,000.00	0.00	0.00	-1,000,000.00	0.00 %
4211 - DEVELOPER EMBEDDED CREDITS	-250,000.00	-250,000.00	0.00	-86,568.03	163,431.97	34.63 %
Source: 414 - CONTRIBUTIONS AND TRANSFERS Total:	**750,000.00**	**750,000.00**	**0.00**	**-86,568.03**	**-836,568.03**	**11.54 %**
Source: 473 - CAPITAL PROJECTS						
7000 - WORK ORDER CLEARING	0.00	0.00	0.00	0.00	0.00	0.00 %
Source: 473 - CAPITAL PROJECTS Total:	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00 %**
Revenue Total:	**31,093,407.35**	**31,093,407.35**	**1,997,920.95**	**10,649,694.61**	**-20,443,712.74**	**34.25 %**
Expense						
516 - CUSTOMER SERVICE	334,925.53	334,925.53	24,717.56	114,731.78	220,193.75	34.26 %
517 - ADVERTISING / PUBLICITY	8,600.00	8,600.00	325.23	1,543.85	7,056.15	17.95 %
518 - ADMIN & GENERAL	1,664,681.58	1,664,681.58	106,244.16	671,228.57	993,453.01	40.32 %
519 - VEHICLES & EQUIPMENT	0.00	0.00	0.00	0.00	0.00	0.00 %
571 - PURCHASED POWER	20,341,760.00	20,341,760.00	1,563,419.84	7,116,942.15	13,224,817.85	34.99 %
572 - DISTRIBUTION OPERATIONS	636,619.78	636,619.78	48,152.19	268,548.34	368,071.44	42.18 %
573 - DISTRIBUTION MAINTENANCE	1,146,098.29	1,146,098.29	69,668.65	473,268.04	672,830.25	41.29 %
574 - GENERAL PLANT	138,003.56	138,003.56	5,478.45	42,243.47	95,760.09	30.61 %
577 - MISCELLANEOUS EXPENSES	4,093,089.18	4,093,089.18	339,760.91	1,701,834.97	2,391,254.21	41.58 %
Expense Total:	**28,363,777.92**	**28,363,777.92**	**2,157,766.99**	**10,390,341.17**	**17,973,436.75**	**36.63 %**
Fund: 603 - ELECTRIC UTILITY Surplus (Deficit):	**2,729,629.43**	**2,729,629.43**	**-159,846.04**	**259,353.44**	**-2,470,275.99**	**9.50 %**
Report Surplus (Deficit):	**2,729,629.43**	**2,729,629.43**	**-159,846.04**	**259,353.44**	**-2,470,275.99**	**9.50 %**

Vendor Number / Payable #	Vendor Name / Payable Type	Post Date	Payment Date / Payable Description	Payment Type	Discount Amount / Discount Amount	Payment Amount / Payable Amount	Number
Bank Code: APBNK-OPERATING ACCOUNT							
10001	10-33 VEHICLE SERVICES LLC		05/06/2026	Regular	0.00	130.50	130499
4432	Invoice	05/06/2026	DESIGN & 3D PRINT JOYSTICK FOR SNOW ...		0.00	130.50	
16281	ABBY SCHILLER		05/13/2026	Regular	0.00	100.00	130585
050426	Invoice	05/13/2026	SECURITY DEPOSIT REFUND		0.00	100.00	
10019	ACCURATE GRAPHICS INC		05/06/2026	Regular	0.00	747.60	130500
49716	Invoice	05/06/2026	BUSINESS CARDS - ROSEK, WELCH & FRAN...		0.00	137.00	
49794	Invoice	05/06/2026	1,000 TRAVEL BACK IN TIME BROCHURES		0.00	443.60	
49795	Invoice	05/06/2026	BUSINESS CARDS GRAMS, BUILDING INSP...		0.00	167.00	
10019	ACCURATE GRAPHICS INC		05/13/2026	Regular	0.00	52.50	130530
49796	Invoice	05/13/2026	24X30 RIVER CLOSED SIGN ON COLORPLA...		0.00	52.50	
10019	ACCURATE GRAPHICS INC		05/27/2026	Regular	0.00	59.00	130635
49924	Invoice	05/27/2026	BINGEN BUSINESS CARDS		0.00	59.00	
10021	ACE HARDWARE OF OCONOMOWOC		05/13/2026	Regular	0.00	322.78	130531
043026 CH	Invoice	05/13/2026	ACCT #3220 APRIL PURCHASES DISCOUNT ...		0.00	42.61	
043026 LIBRARY	Invoice	05/13/2026	ACCT 3260 APRIL PURCHASE DISCOUNT T...		0.00	9.71	
043026 WW	Invoice	05/13/2026	ACCT 3280 APRIL PURCHASES DISCOUNT ...		0.00	270.46	
12343	ADAM GERMANIS		05/27/2026	EFT	0.00	28.64	1136
051626	Invoice	05/27/2026	MOUTHGUARD & CASE FOR DAAT TRAINI...		0.00	28.64	
14223	AIRGAS, INC		05/06/2026	Regular	0.00	222.54	130524
9171156093	Invoice	05/06/2026	ACCT 4532478 NITROGEN INDUSTRIAL		0.00	222.54	
16168	ALEXANDER STEPHENS		05/13/2026	Regular	0.00	-3,030.81	130019
16168	ALEXANDER STEPHENS		05/13/2026	Regular	0.00	3,030.81	130594
012926	Invoice	02/11/2026	REFUND OVERPAYMENT OCOC0590324		0.00	3,030.81	
12067	ALSCO INC		05/13/2026	Regular	0.00	665.83	130559
APRIL 2026 CC	Invoice	05/13/2026	CUST CODE 094410 APRIL 2026		0.00	412.80	
CC APRIL 2026	Invoice	05/13/2026	CUST CODE 062070 2L APRIL 2026		0.00	253.03	
13430	ALYSSA ROCHE		05/20/2026	EFT	0.00	12.75	1131
051326	Invoice	05/20/2026	CREDIT CARD TERMINAL PAPER		0.00	12.75	
15268	AMERICAN LEGION POST 91		05/27/2026	Regular	0.00	1,645.34	130667
051926	Invoice	05/27/2026	2 PLAQUES FOR VETERANS BRIDGE/INSTA...		0.00	1,645.34	
12583	AMERICAN PUBLIC POWER ASSOC		05/20/2026	Regular	0.00	750.00	130617
000266607	Invoice	05/20/2026	2026 SMART ENERGY PROGRAM - MEDIU...		0.00	750.00	
16278	AMY RIETBROCK		05/13/2026	Regular	0.00	500.00	130582
050426	Invoice	05/13/2026	SECURITY DEPOSIT REFUND		0.00	500.00	
10078	ARC DOCUMENT SOLUTIONS, LLC		05/06/2026	Regular	0.00	39.60	130501
55WII9063778	Invoice	05/06/2026	CUST ID 1016075 ADHESIVE VINYL		0.00	39.60	
10098	BADGER STATE WASTE LLC		05/13/2026	Regular	0.00	65,431.33	130532
0006181-IN	Invoice	05/13/2026	Biosolids Management and Hauling		0.00	65,431.33	
10102	BAKER TILLY VIRCHOW KRAUSE LLP		05/20/2026	Regular	0.00	7,087.50	130595
BT3634947	Invoice	05/20/2026	2025 Audited Financial Statements		0.00	7,087.50	

Vendor Number / Payable #	Vendor Name / Payable Type	Post Date	Payment Date / Payable Description	Payment Type	Discount Amount / Discount Amount	Payment Amount / Payable Amount	Number
12778	BAXTER & WOODMAN		05/13/2026	Regular	0.00	697.50	130564
0284800	Invoice	05/13/2026	Risk and Resiliance Study		0.00	697.50	
10108	BCL NO 3 LLC		05/20/2026	Regular	0.00	152.88	130596
050426	Invoice	05/20/2026	0558.945 REF INT & PEN PD W/IN 5 DAY G...		0.00	152.88	
10109	BCL NO. 4 LLC		05/20/2026	Regular	0.00	127.92	130597
050426	Invoice	05/20/2026	0561.418 REF INT & PEN PD W/IN 5 DAY G...		0.00	127.92	
10143	BORDER STATES ELECTRIC SUPPLY		05/06/2026	Regular	0.00	12,179.79	130502
932298374	Invoice	05/06/2026	ACCT 8416 72 - HDPE POLY PED W/KNOC...		0.00	7,600.32	
932298379	Invoice	05/06/2026	ACCT 8416 63 - SPLICE EZII 25KV 1/0-2/0		0.00	4,579.47	
10143	BORDER STATES ELECTRIC SUPPLY		05/13/2026	Regular	0.00	2,689.53	130533
932362849	Invoice	05/13/2026	ACCT # 8416 SP25C004 SPLICE EZII 25KV 1...		0.00	2,689.53	
10143	BORDER STATES ELECTRIC SUPPLY		05/27/2026	Regular	0.00	9,798.60	130636
932442965	Invoice	05/27/2026	ACCT 8416 25KV 1/0STR-2/0SOL .75-1.08 -...		0.00	9,798.60	
16275	BRAD BORLAND OR KAYLA MYERS		05/13/2026	Regular	0.00	87.81	130579
050426	Invoice	05/13/2026	480152-1 UTILITY ACCT REF 2874 KEGONS...		0.00	87.81	
11368	BRADLEY TIMM		05/27/2026	EFT	0.00	9.99	1135
051126	Invoice	05/27/2026	MOUTHGUARD DT/FIREARMS		0.00	9.99	
16276	BRENDA HAU		05/13/2026	Regular	0.00	100.00	130580
050426	Invoice	05/13/2026	SECURITY DEPOSIT REFUND		0.00	100.00	
13621	BRENT TOTTEN		05/13/2026	Regular	0.00	100.00	130566
050626	Invoice	05/13/2026	SECURITY DEPOSIT REFUND		0.00	100.00	
10156	BRIDGES LIBRARY SYSTEM		05/13/2026	Regular	0.00	38,159.20	130534
CINV2026-01495	Invoice	05/13/2026	CUS-12314 ZOOM ENTERPRISE LIC 06/01/...		0.00	284.00	
CINV2026-01551	Invoice	05/13/2026	CUS-12314 2026 MEMBER LIBRARY BILLING		0.00	37,543.00	
CINV2026-01576	Invoice	05/13/2026	CUS-12314 CAFE CARD COMBOS + SHIPPI...		0.00	332.20	
12169	BROOKS TRACTOR INCORPORATED		05/27/2026	Regular	0.00	519.17	130661
288310	Invoice	05/27/2026	ACCT 15784000 TRANS SHIFTING ISSSUE		0.00	519.17	
10956	BUREAU VERITAS NATIONAL ELEVATOR		05/13/2026	Regular	0.00	125.00	130545
26009481 RI 003...	Invoice	05/13/2026	CUST 4174185 ROUTINE INSPECTION 174 E..		0.00	125.00	
16283	CAROL BAUER		05/13/2026	Regular	0.00	43.75	130587
050426	Invoice	05/13/2026	REFUND BOAT LAUNCH VIOLATION FEE -P...		0.00	43.75	
16271	CARTER OR JAIME GRISHABER		05/13/2026	Regular	0.00	166.85	130575
050426	Invoice	05/13/2026	341620-2 UTILITY ACCT REF 1620 CREEKVI...		0.00	166.85	
16303	CATIE SMILEY		05/27/2026	EFT	0.00	250.00	1141
051926	Invoice	05/27/2026	WSI CERTIFICATION		0.00	250.00	
15829	CHASE JP MORGAN MERCHANT SERVICES		05/05/2026	Bank Draft	0.00	37.99	DFT0001619
KIOSK 04/26	Invoice	05/05/2026	BOAT LAUNCH KIOSK APRIL 2026		0.00	37.99	
15829	CHASE JP MORGAN MERCHANT SERVICES		05/05/2026	Bank Draft	0.00	47.58	DFT0001620
04/26 ONLINE	Invoice	05/05/2026	BOAT LAUNCH ONLINE APRIL 2026		0.00	47.58	
16269	CHERYL RAFEL		05/13/2026	Regular	0.00	23.49	130573
050426	Invoice	05/13/2026	151519-10 UTILITY ACCT REF 838 FOREST ...		0.00	23.49	
16270	CHRIS TORTOSA-LIMA OR SHANNON KIMBALL		05/13/2026	Regular	0.00	149.43	130574
050426	Invoice	05/13/2026	31920-3 UTILITY ACCT REF 627 W WISCON...		0.00	149.43	
16298	CHRISTOPHER L SIVERLY		05/20/2026	Regular	0.00	240.72	130631
050426	Invoice	05/20/2026	0537.075 REF INT & PEN PD W/IN 5 DAY G...		0.00	240.72	

Vendor Number / Payable #	Vendor Name / Payable Type	Post Date	Payment Date / Payable Description	Payment Type	Discount Amount / Discount Amount	Payment Amount / Payable Amount	Number
10255	COLLINS ENGINEERS INC		05/27/2026	Regular	0.00	44,466.47	130637
17239-7R	Invoice	05/27/2026	2026-2027 Street Design		0.00	20,760.73	
17239-8	Invoice	05/27/2026	2026-2027 Street Design		0.00	23,705.74	
12081	CONLEY PUBLISHING GROUP, LTD		05/06/2026	Regular	0.00	87.52	130521
3063350426-1	Invoice	05/06/2026	ACCT 306335 SPRING FLUSH 2026		0.00	87.52	
12081	CONLEY PUBLISHING GROUP, LTD		05/13/2026	Regular	0.00	222.10	130560
3063350426-2	Invoice	05/13/2026	ACCT 306335 SPRING FLUSH 04/16 & 04/2...		0.00	175.04	
6370040426-2	Invoice	05/13/2026	ACCT 637004 ST CRACK SEAL BID AD		0.00	47.06	
12081	CONLEY PUBLISHING GROUP, LTD		05/20/2026	Regular	0.00	178.69	130616
6023970426-2	Invoice	05/20/2026	ACCT 602397 APRIL CLASSIFIEDS		0.00	178.69	
12516	CORELOGIC		05/13/2026	Regular	0.00	1,867.00	130563
042926	Invoice	05/13/2026	OCOC0540999064 E BUKENBURG OVERPA...		0.00	1,867.00	
16289	D & L GRADING, INC		05/13/2026	Regular	0.00	5,500.00	130591
EC-26-3	Invoice	05/13/2026	EC-26-3 1011 BLUE RIBBON CIR N SECURIT...		0.00	5,500.00	
10289	D.F. TOMASINI INC.		05/27/2026	Regular	0.00	18.61	130638
052126	Invoice	05/27/2026	HYDRANT RENT/WATER SALES NORTH EN...		0.00	18.61	
16292	DALE PUISTO		05/20/2026	Regular	0.00	54.81	130625
051326	Invoice	05/20/2026	311090-2 UTILITY ACCOUNT REFUND 227 ...		0.00	54.81	
14836	DAVID & GOLIATH BUILDERS		05/13/2026	Regular	0.00	124.98	130571
1548 WESTON RI...	Invoice	05/13/2026	323113-0 UTILITY ACCT REF 1548 WESTON...		0.00	124.98	
15544	DAVID A ARNOTT		05/06/2026	EFT	0.00	418.36	1129
042426	Invoice	05/06/2026	MILEAGE/PER DIEM 2026 SPRING APPREN...		0.00	418.36	
10327	DIVERSIFIED BENEFIT SVCS INC		05/20/2026	Regular	0.00	573.30	130599
476486	Invoice	05/20/2026	MAY HRA ADMIN SVCS		0.00	573.30	
10327	DIVERSIFIED BENEFIT SVCS INC		05/06/2026	Bank Draft	0.00	5,536.81	DFT0001614
050626	Invoice	05/06/2026	HRA REIMBURSEMENTS 05/08/2026		0.00	5,536.81	
10327	DIVERSIFIED BENEFIT SVCS INC		05/13/2026	Bank Draft	0.00	1,650.98	DFT0001621
051326	Invoice	05/13/2026	HRA REIMBURSEMENTS 05/15/2026		0.00	1,650.98	
10327	DIVERSIFIED BENEFIT SVCS INC		05/14/2026	Bank Draft	0.00	288.46	DFT0001622
051426	Invoice	05/14/2026	125-FSA REIMBURSEMENT		0.00	288.46	
10327	DIVERSIFIED BENEFIT SVCS INC		05/20/2026	Bank Draft	0.00	5,861.66	DFT0001625
052026	Invoice	05/20/2026	HRA REIMBURSEMENT 05/22/2026		0.00	5,861.66	
10327	DIVERSIFIED BENEFIT SVCS INC		05/27/2026	Bank Draft	0.00	1,303.33	DFT0001628
052726	Invoice	05/27/2026	HRA REIMBURSEMENTS 05/29/2026		0.00	1,303.33	
10327	DIVERSIFIED BENEFIT SVCS INC		05/28/2026	Bank Draft	0.00	288.46	DFT0001629
052826	Invoice	05/28/2026	125-FSA REIMBURSEMENT		0.00	288.46	
16304	DONNALYN HABECK		05/27/2026	Regular	0.00	100.00	130671
051926	Invoice	05/27/2026	SECURITY DEPOSIT REFUND		0.00	100.00	
16262	DREAMSCAPE OUTDOORS		05/06/2026	Regular	0.00	17.97	130528
58785	Invoice	05/06/2026	CUST # 106441 3 GASKETS		0.00	17.97	
10531	DUSTIN GRULING		05/06/2026	EFT	0.00	31.50	1127
042026	Invoice	05/06/2026	CDL LICENSE RENEWAL		0.00	31.50	
14621	DXP ENTERPRISES, INC		05/20/2026	Regular	0.00	33,545.00	130620
000374801	Invoice	05/20/2026	Grit Pump Replacement		0.00	33,545.00	

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12061	EFTPS		05/04/2026	Bank Draft	0.00	114,855.08	DFT0001617
050426	Invoice	05/04/2026	FICA/MED AND FEDERAL WITHHOLDINGS		0.00	114,855.08	
12061	EFTPS		05/18/2026	Bank Draft	0.00	125,013.07	DFT0001627
051826	Invoice	05/18/2026	FICA/MED AND FEDERAL WITHHOLDINGS		0.00	125,013.07	
10365	EGGERS IMPRINTS LLC		05/06/2026	Regular	0.00	436.00	130504
122217	Invoice	05/06/2026	WATERSHED HATS		0.00	436.00	
16008	EMERGENCY LIGHTING SOLUTIONS LLC		05/27/2026	Regular	0.00	19,600.00	130668
26-020	Invoice	05/27/2026	2026 PD Squad #623 Upfit		0.00	17,599.00	
26-021	Invoice	05/27/2026	2026 PD Squad #623 Upfit		0.00	971.00	
26-022	Invoice	05/27/2026	CAB SOLUTIONS PRINTER MOUNT (HEADR...		0.00	1,030.00	
16280	EMILY MORGAN		05/13/2026	Regular	0.00	100.00	130584
050426	Invoice	05/13/2026	SECURITY DEPOSIT REFUND		0.00	100.00	
14698	ERIC BOETTCHER		05/27/2026	EFT	0.00	8.00	1138
051926	Invoice	05/27/2026	BOAT LAUNCH FEE		0.00	8.00	
10434	FOWLER LAKE VILLAGE LLC		05/27/2026	Regular	0.00	400,505.90	130640
2026 TIF PAYBACK	Invoice	05/27/2026	FOWLER LAKE VILLAGE DEVELOPER INCEN...		0.00	400,505.90	
10437	FOX VALLEY TECHNICAL COLLEGE		05/13/2026	Regular	0.00	325.00	130535
054026	Invoice	05/13/2026	REG FEE WI LEAP CONF A ROCHE 06/17-19...		0.00	325.00	
15418	GANNETT MEDIA CORP		05/06/2026	Regular	0.00	24.73	130527
0007654350	Invoice	05/06/2026	ACCT 963563 LEGAL NOTICE - OFFICIAL N...		0.00	24.73	
14218	GORDON FLESCH COMPANY INC		05/27/2026	Regular	0.00	146.90	130665
C-ELE9226	Invoice	05/27/2026	1 SQUARE JUNCTION BOX + SHIPPING VER...		0.00	146.90	
15331	GOVERNMENTJOBS.COM		05/06/2026	Regular	0.00	9,171.09	130526
INV-155142	Invoice	05/06/2026	INSIGHT SUBSCRIPTION 05/08/2026-05/07...		0.00	9,171.09	
10506	GRAEF-USA INC		05/27/2026	Regular	0.00	4,163.57	130641
0144329	Invoice	05/27/2026	2025 Street Maintenance and Design		0.00	2,193.19	
143387	Invoice	05/27/2026	2025 Street Maintenance and Design		0.00	1,970.38	
10996	GREATER OCONOMOWOC AREA CHAMBER OF		05/27/2026	Regular	0.00	725.00	130649
051526	Invoice	05/27/2026	29 $25 CHAMBER CERTIFICATES 25-26 WI...		0.00	725.00	
10532	H.I.S. COMP LLC		05/27/2026	Regular	0.00	1,489.81	130642
7617	Invoice	05/27/2026	LEAK INVESTIGATION TECH HOURS/MATRL..		0.00	1,489.81	
10549	HECKEL DANCE LLC		05/20/2026	Regular	0.00	9,606.80	130601
805917442	Invoice	05/20/2026	SPRING ADULT DANCE		0.00	1,237.60	
805917443	Invoice	05/20/2026	YOUTH DANCE		0.00	8,369.20	
16279	HEIDI BAUER		05/13/2026	Regular	0.00	500.00	130583
050426	Invoice	05/13/2026	SECURITY DEPOSIT REFUND		0.00	500.00	
10572	HOME PATH FINANCIAL		05/13/2026	Regular	0.00	71.61	130536
050426	Invoice	05/13/2026	341700-0 UTILITY ACCT REF 1700 WHALEN...		0.00	71.61	
10572	HOME PATH FINANCIAL		05/27/2026	Regular	0.00	3,000.00	130643
1328 PERIWINKLE..	Invoice	05/27/2026	OCCUPANCY DEPOSIT REFUND 1328 PERI...		0.00	3,000.00	
10581	HYDRO DESIGNS INC		05/13/2026	Regular	0.00	1,658.24	130537
CI-12773	Invoice	05/13/2026	CROSS CONNECTION CONTROL PROG APRI...		0.00	1,658.24	
16287	IAN MCDOWELL		05/13/2026	Regular	0.00	132.02	130590
050626	Invoice	05/13/2026	344205-7 UTIL ACCT REF 1210 PRAIRIE CRK..		0.00	132.02	
10589	INFOSEND INC		05/20/2026	Regular	0.00	7,022.84	130602
309546	Invoice	05/20/2026	APRIL SERVICES & POSTAGE		0.00	7,022.84	

Vendor Number / Payable #	Vendor Name / Payable Type	Post Date	Payment Date / Payable Description	Payment Type	Discount Amount / Discount Amount	Payment Amount / Payable Amount	Number
12211	INFRATACTIX LLC		05/13/2026	Regular	0.00	299.00	130561
20242014	Invoice	05/13/2026	SERVICE: FBW - MANAGED AP MAY		0.00	299.00	
10594	INSIGHT FS		05/06/2026	Regular	0.00	25.00	130505
57056871	Invoice	05/06/2026	CUST ID 2683903 25 LB - LP CYLINDERS 5 L...		0.00	25.00	
10594	INSIGHT FS		05/27/2026	Regular	0.00	1,382.89	130644
57057809	Invoice	05/27/2026	CUST ID 2683903 ROUNDUP QUIKPRO/RA...		0.00	1,382.89	
10597	INTERSTATE PUMP & TANK INC		05/13/2026	Regular	0.00	490.00	130538
17176	Invoice	05/13/2026	ANNUAL AST INSPECTION OF (3) TANKS		0.00	490.00	
10574	JACOB HOTTINGER		05/06/2026	EFT	0.00	646.75	1128
042426	Invoice	05/06/2026	MILEAGE/PER DIEM WRWA CC CNTRL AS...		0.00	447.36	
042726	Invoice	05/06/2026	CROSS CONNECTION CONTROL TESTER LIC...		0.00	199.39	
16272	JALEEL OR LINDSEY RICHARDS		05/13/2026	Regular	0.00	171.06	130576
050426	Invoice	05/13/2026	331141-1 UTILITY ACCT REF 1375 KARI CT ...		0.00	171.06	
16300	JAMES HILL		05/20/2026	Regular	0.00	154.86	130633
050426	Invoice	05/20/2026	0559.271 REF INT & PEN PD W/IN 5 DAY G...		0.00	154.86	
16301	JESSE BOROWSKI		05/20/2026	Regular	0.00	277.80	130634
050626	Invoice	05/20/2026	0517.106 REF INT & PEN PD W/IN 5 DAY G...		0.00	277.80	
16293	JILL WITTING		05/20/2026	Regular	0.00	40.55	130626
051326	Invoice	05/20/2026	180965-1 UTILITY ACCOUNT REFUND 1102...		0.00	40.55	
10653	JNI PROMOTIONS INC		05/27/2026	Regular	0.00	131.40	130645
26-23982	Invoice	05/27/2026	10 PSC REPORTS		0.00	131.40	
10661	JOHNS DISPOSAL SERVICE INC		05/20/2026	Regular	0.00	97,660.87	130603
2101415	Invoice	05/20/2026	ACCT 01-7571 2 APRIL 2026		0.00	73,604.52	
2121963	Invoice	05/20/2026	ACCT 01-7571 2 APRIL LANDFILL CHARGES		0.00	24,056.35	
10665	JOHNSON'S NURSERY INC		05/13/2026	Regular	0.00	870.44	130539
04265140	Invoice	05/13/2026	YARD WASTE 04/08, 04/09, 04/22 & 04/23...		0.00	870.44	
10665	JOHNSON'S NURSERY INC		05/20/2026	Regular	0.00	2,590.00	130604
MO-27788-1	Invoice	05/20/2026	LANDSCAPE PLANTS		0.00	2,590.00	
13432	JOSHUA MOSHER		05/27/2026	EFT	0.00	28.64	1137
051626	Invoice	05/27/2026	MOUTHGUARD & CASE FOR SANITARY ST...		0.00	28.64	
16299	JOSHUA STARKEY		05/20/2026	Regular	0.00	125.88	130632
050426	Invoice	05/20/2026	0590.316 REF INT & PEN PD W/IN 5 DAY G...		0.00	125.88	
10371	JUDITH G JASON		05/27/2026	Regular	0.00	1,125.00	130639
68421	Invoice	05/27/2026	226434103 JUN-AUG 630 S WORTHINGTON		0.00	225.00	
68422	Invoice	05/27/2026	226434105 JUN-AUG 200 SOUTH STREET		0.00	225.00	
68423	Invoice	05/27/2026	226434106 JUN-AUG 801 S WORTHINGTO...		0.00	225.00	
68424	Invoice	05/27/2026	226434107 JUN-AUG 900 WORTHINGTON ...		0.00	225.00	
68425	Invoice	05/27/2026	226434116 JUN-AUG 808 S WORTHINGTO...		0.00	225.00	
16286	KAREN ARNDT		05/13/2026	Regular	0.00	116.46	130589
050626	Invoice	05/13/2026	347104-12 UTIL ACCT REF 1260 PRAIRIE C...		0.00	116.46	
16290	KENNETH A BINGEN		05/20/2026	EFT	0.00	130.50	1133
050726	Invoice	05/20/2026	WORK BOOT REIMBURSEMENT		0.00	130.50	
15185	KEVIN D KAARI		05/27/2026	EFT	0.00	44.24	1139
051526	Invoice	05/27/2026	MILEAGE MEUW ANNUAL CONF 05/12-14...		0.00	44.24	
16277	KIM KRUEGER		05/13/2026	Regular	0.00	100.00	130581
050426	Invoice	05/13/2026	SECURITY DEPOSIT REFUND		0.00	100.00	

Vendor Number / Payable #	Vendor Name / Payable Type	Post Date	Payment Date / Payable Description	Payment Type	Discount Amount / Discount Amount	Payment Amount / Payable Amount	Number
10709	KLEANLINE LLC		05/13/2026	Regular	0.00	536.00	130540
721931	Invoice	05/13/2026	4 CS 800' NON-PERF/5 CS 2PLY TT/2 CS KT...		0.00	536.00	
10709	KLEANLINE LLC		05/20/2026	Regular	0.00	5,024.00	130605
721923	Invoice	05/20/2026	2026 Cleaning Service		0.00	3,560.00	
721932	Invoice	05/20/2026	6 CS KTCHN TWLS/4 CS MLTI FLD/2 CS TT/1..		0.00	512.00	
721933	Invoice	05/20/2026	2 CS KITCHEN TOWELS/1 CS 2PLY TOILET T...		0.00	120.00	
721935	Invoice	05/20/2026	1 CS 2PLY TT/2 CS KITCHEN TWLS & 800' ...		0.00	208.00	
721936	Invoice	05/20/2026	2 CS TT/4 CS KTCHN TWLS/3 CS NON-PERF...		0.00	396.00	
721937	Invoice	05/20/2026	1 CS TT/2 CS KTCHN TWLS & 40X48 CAN L...		0.00	228.00	
10441	KURT FRANKE		05/27/2026	EFT	0.00	15.73	1134
051826	Invoice	05/27/2026	MOUTHGUARD FOR DT/FIREARM TRAINI...		0.00	15.73	
13164	KYLE ENTERPRISES LLC		05/20/2026	Regular	0.00	392.40	130618
26-154546a-WI-1	Invoice	05/20/2026	1.25" LOCKING SWIVEL		0.00	392.40	
13164	KYLE ENTERPRISES LLC		05/27/2026	Regular	0.00	543.90	130664
26-155287a-IL-1	Invoice	05/27/2026	SWIVEL, LOCKING W/ HEX PIN, 2.00" CLEV...		0.00	543.90	
10746	LAC LABELLE MANAGEMENT DISTR.		05/13/2026	Regular	0.00	1,959.76	130541
APRIL 2026 SETT...	Invoice	05/13/2026	APRIL 30, 2026 TAX SETTLEMENT		0.00	1,959.76	
16294	LAKE COUNTRY CLASSICAL ACADEMY		05/20/2026	Regular	0.00	500.00	130627
051326	Invoice	05/20/2026	SECURITY DEPOSIT REFUND		0.00	500.00	
16302	LAKESIDE DOCK & LIFT SALES		05/27/2026	Regular	0.00	2,999.00	130670
1409-8957	Invoice	05/27/2026	EZ DOCK RESI KAYAK LAUNCH/COUPLER S...		0.00	2,999.00	
10768	LANGE ENTERPRISES OF WISCONSIN, INC		05/06/2026	Regular	0.00	111.80	130506
94925	Invoice	05/06/2026	2- 18"X24" SIGNS - WARNING FEE ZONE B...		0.00	111.80	
10785	LEITZKE PRINTING		05/27/2026	Regular	0.00	2,390.00	130646
36531	Invoice	05/27/2026	13,000 WATER QUALITY REPORTS		0.00	2,390.00	
16305	LINDSEY RODDY		05/27/2026	Regular	0.00	0.44	130672
051426	Invoice	05/27/2026	26-006711 RETURN FOUND MONEY		0.00	0.44	
10809	LORLEBERG'S TRUE VALUE HARDWARE STORE		05/13/2026	Regular	0.00	168.61	130542
043026 CH	Invoice	05/13/2026	ACCT 3480 APRIL PURCHASES		0.00	18.55	
043026 PARKS	Invoice	05/13/2026	ACCT 18154 APRIL PURCHASES		0.00	122.39	
043026 WW	Invoice	05/13/2026	ACCT 3484 APRIL PURCHASE		0.00	27.67	
16274	MARCUS PANKOW		05/13/2026	Regular	0.00	229.18	130578
050426	Invoice	05/13/2026	203150-0 UTILITY ACCT REF 451 COOLIDGE..		0.00	229.18	
14469	MEAD AND HUNT, INC		05/20/2026	Regular	0.00	862.00	130619
407343	Invoice	05/20/2026	Planning Upgrades GIS		0.00	631.00	
407505	Invoice	05/20/2026	PROF SVCS 04/01-30/2026 PARK & REC IM...		0.00	231.00	
14469	MEAD AND HUNT, INC		05/27/2026	Regular	0.00	5,465.00	130666
407345	Invoice	05/27/2026	Watershed GIS Mapping		0.00	1,962.50	
407348	Invoice	05/27/2026	GIS Support & Technical Services		0.00	3,502.50	
16062	METROPOLITAN LIFE INSURANCE COMPANY		05/20/2026	Regular	0.00	637.20	130624
MAY 2026	Invoice	05/20/2026	CUST # 268973 SUBCODE 44 MAY CITY OF...		0.00	637.20	
16285	MICHAEL PEDRETTI		05/13/2026	Regular	0.00	70.18	130588
050626	Invoice	05/13/2026	347108-8 UTIL ACCT REF 1260 PRAIRIE CRK..		0.00	70.18	
10239	MICHELLE SEWELL/PETTY CASH		05/20/2026	Regular	0.00	400.00	130598
051326	Invoice	05/20/2026	BEACH PETTY CASH 2026		0.00	400.00	
15591	MICHELLE SEWELL		05/20/2026	EFT	0.00	8.00	1132
051526	Invoice	05/20/2026	HAD TO RESET KIOSK - REIMBURSE FOR TE...		0.00	8.00	

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10894	MIDWEST TAPE, LLC		05/13/2026	Regular	0.00	575.54	130543
508737736	Invoice	05/13/2026	CUST 2000006427 AV-ADULT		0.00	170.77	
508781767	Invoice	05/13/2026	CUST 2000006427 AV-ADULT		0.00	404.77	
10894	MIDWEST TAPE, LLC		05/27/2026	Regular	0.00	288.71	130647
508726452	Credit Memo	05/27/2026	CUST 2000006427 RETURN FOR CR UNDER...		0.00	-15.99	
508815768	Invoice	05/27/2026	CUST 2000006427 AV-ADULT		0.00	164.49	
508843385	Invoice	05/27/2026	CUST 2000006427 AV-ADULT		0.00	140.21	
10940	MULCAHY SHAW WATER INC		05/06/2026	Regular	0.00	39,455.16	130507
327492	Invoice	05/06/2026	MULTIPORT MIXING VALVE, ALYZA/TUBE ...		0.00	1,097.16	
327500	Invoice	05/06/2026	RNTL AGRMNT/DATA DWNLD/INITIAL PR...		0.00	3,950.00	
327505	Invoice	05/06/2026	3 - Isco model 5800 sampler		0.00	34,408.00	
10953	NABCO ENTRANCES INC		05/13/2026	Regular	0.00	612.00	130544
90204710	Invoice	05/13/2026	CUST # 102300 DOOR REPAIRS PER LIBRA...		0.00	612.00	
16261	NEIL JOSEPH SLOMCZEWSKI		05/27/2026	EFT	0.00	348.22	1140
051526	Invoice	05/27/2026	HOTEL/FUEL REIM MEA ENERGY CONFER...		0.00	348.22	
10986	NORTHERN LAKE SERVICE		05/06/2026	Regular	0.00	918.36	130508
2606048	Invoice	05/06/2026	2026 SLUDGE TESTING		0.00	855.21	
2606061	Invoice	05/06/2026	2026 WASTERWATER TESTING		0.00	63.15	
10986	NORTHERN LAKE SERVICE		05/27/2026	Regular	0.00	2,212.49	130648
2605059	Invoice	05/27/2026	TOTAL COLIFORM BACTERIA 03/31/2026		0.00	29.00	
2605323	Invoice	05/27/2026	TOTAL COLIFORM BACTERIA - 12 04/06/2...		0.00	348.00	
2605583	Invoice	05/27/2026	NITRATE AS N, CORRECTED FOR NO2 UNFI...		0.00	31.83	
2605872	Invoice	05/27/2026	TOTAL COLIFORM BACTERIA		0.00	203.00	
2606041	Invoice	05/27/2026	SDWA VILATILE ORGANICS/ICP HRDNS/IOC..		0.00	563.16	
2606042	Invoice	05/27/2026	537.1 PERFLUORINATED CHEMICALS 04/0...		0.00	460.00	
2607163	Invoice	05/27/2026	11 TOTAL COLIFORM BACTERIA		0.00	319.00	
2607662	Invoice	05/27/2026	8 TOTAL COLIFORM BACTERIA		0.00	232.00	
2607687	Invoice	05/27/2026	COURIER SERVICE 2026 WW TESTING 04/...		0.00	26.50	
11000	OCONOMOWOC AREA HISTORICAL		05/20/2026	Regular	0.00	150,000.00	130606
051526	Invoice	05/20/2026	DONATION - BUILDING RENNOVATION CA...		0.00	150,000.00	
11012	OCONOMOWOC ROTARY CLUB		05/20/2026	Regular	0.00	190.00	130607
051126	Invoice	05/20/2026	ACCT # 4500 ROBERT DUFFY QRTLY DUES...		0.00	190.00	
12441	OPENGOV INC		05/13/2026	Regular	0.00	71,138.82	130562
INV24467	Invoice	05/13/2026	Reporting & Transparency		0.00	23,191.09	
INV24471	Invoice	05/13/2026	Planning & Permitting Software		0.00	47,947.73	
14528	OPENPOINT LLC		05/13/2026	Regular	0.00	3,290.00	130570
1937	Invoice	05/13/2026	OPENPOINT SUBSCRIPTION T13/CONSULT...		0.00	3,290.00	
16297	PAM SCHUTTE		05/20/2026	Regular	0.00	109.92	130630
050426	Invoice	05/20/2026	0590.221 REF INT & PEN PD W/IN 5 DAY G...		0.00	109.92	
15492	PATRICK JOHNSON		05/18/2026	Regular	0.00	-1,979.00	129225
15492	PATRICK JOHNSON		05/20/2026	Regular	0.00	1,979.00	130623
102225	Invoice	10/29/2025	OCOC0594991 EASEMENT MISALIGNMENT..		0.00	1,979.00	
16273	PATRICK OR ANGELA STROHKIRCH		05/13/2026	Regular	0.00	207.77	130577
050426	Invoice	05/13/2026	330612-1 UTILITY ACCT REF 950 OCONO...		0.00	207.77	
12160	PAYMENT SERVICE NETWORK INC		05/05/2026	Bank Draft	0.00	84.65	DFT0001618
324592	Invoice	05/05/2026	APRIL 2026		0.00	84.65	
11082	POMP'S TIRE SERVICE INC		05/06/2026	Regular	0.00	159.99	130509
950556969	Invoice	05/06/2026	1 875-16.5/10 PK SUPER HWY II		0.00	159.99	

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15316	POSITIVE CONCEPTS, INC		05/06/2026	Regular	0.00	165.60	130525
0265065-IN	Invoice	05/06/2026	CUST 01-OCONOMO POS THERMAL 8.5"X...		0.00	165.60	
11097	PROBEWELL LAB INC		05/13/2026	Regular	0.00	30,418.00	130546
117403	Invoice	05/13/2026	Electric Meter Field Tester		0.00	30,418.00	
11101	PROHEALTH CARE MEDICAL ASSOC INC		05/20/2026	Regular	0.00	221.00	130608
330490	Invoice	05/20/2026	DOT DRUG SCRN/PHYSICAL EXAM/AUDIO...		0.00	221.00	
11100	PROHEALTH CARE		05/13/2026	Regular	0.00	551.46	130547
10009286433	Invoice	05/13/2026	ACCT 700000080 HC LEGAL LAB DRAWS		0.00	551.46	
11106	PROVEN POWER, INC		05/06/2026	Regular	0.00	133.57	130510
01-524463	Invoice	05/06/2026	77700-V5059 OT- MIRROR KIT		0.00	133.57	
15367	QUALITY POWER SOLUTIONS, LLC		05/20/2026	Regular	0.00	9,995.00	130621
29875168	Invoice	05/20/2026	MC RENEWAL 06/12/2026-06/11/2027		0.00	9,995.00	
11115	R & R INSURANCE SERVICES INC		05/06/2026	Regular	0.00	25,355.42	130511
3380900	Invoice	05/06/2026	WORKERS COMP INSTALLMENT WC AUDIT...		0.00	5,454.00	
3383427	Invoice	05/06/2026	POLICY #67265 INSTALLMENT		0.00	19,901.42	
11346	R & R SY-TEC INC		05/27/2026	Regular	0.00	1,350.00	130656
20180747	Invoice	05/27/2026	MONTHLY HOSTING & MAINTENANCE JU...		0.00	1,350.00	
13210	R.B. 3 INC.		05/06/2026	Regular	0.00	2,200.00	130522
1189	Invoice	05/06/2026	INSTALL LIGHT POLE BASE		0.00	2,200.00	
13210	R.B. 3 INC.		05/13/2026	Regular	0.00	6,800.00	130565
1191	Invoice	05/13/2026	RMV/RPLC CONCRETE FOOTING BELOW B...		0.00	6,800.00	
15132	RADIAN RESEARCH INC		05/13/2026	Regular	0.00	4,800.00	130572
PS72215	Invoice	05/13/2026	OCO100 THREE ACCURACY RECERTIFICATI...		0.00	4,800.00	
11136	REGISTRATION FEE TRUST		05/27/2026	Regular	0.00	215.50	130650
051826	Invoice	05/27/2026	HARLEY TITLE & PLATE FEE		0.00	215.50	
11151	RHYME BUSINESS PRODUCTS LLC		05/13/2026	Regular	0.00	627.40	130548
41825300	Invoice	05/13/2026	AGREEMENT 022-2006530-000/007-3188...		0.00	627.40	
16296	ROBERT SCHWABE		05/20/2026	Regular	0.00	3,780.19	130629
050426	Invoice	05/20/2026	0559.275 REF INT & PEN PD W/IN 5 DAY G...		0.00	202.51	
DUPLICATE 0504...	Invoice	05/20/2026	0559.275 REFUND DUPLICATE PAYMENT		0.00	3,577.68	
11175	RUEKERT/MIELKE P.E. INC		05/20/2026	Regular	0.00	1,610.00	130609
163290	Invoice	05/20/2026	PROF SVCS 03/21-04/17/26 LCT FLOODING..		0.00	1,225.25	
163291	Invoice	05/20/2026	PROF SVCS 03/21-04/17/26 LCT FLOODING..		0.00	384.75	
11175	RUEKERT/MIELKE P.E. INC		05/27/2026	Regular	0.00	77,811.36	130651
162725	Invoice	05/27/2026	PROF SVCS 02/21-03/20/2026 ARROWOO...		0.00	5,245.30	
162726	Invoice	05/27/2026	PROF SVCS 02/21-03/20/2026 STOR-IT RI...		0.00	158.25	
162727	Invoice	05/27/2026	PROF SVCS 02/21-03/20/2026 OLDE HIGH...		0.00	1,079.75	
162728	Invoice	05/27/2026	PROF SVCS 02/21-03/20/2026 EVIN DVLP...		0.00	32.75	
162729	Invoice	05/27/2026	PROF SVCS 02/21-03/20/2026 OLDE HIGH...		0.00	920.00	
162730	Invoice	05/27/2026	PROF SVCS 02/21-03/20/2026 PCR #8 CO...		0.00	1,896.08	
162731	Invoice	05/27/2026	PROF SVCS 02/21-03/20/2026 PCR #9 CO...		0.00	1,128.04	
162733	Invoice	05/27/2026	PROF SVCS 02/21-03/20/2026 PCR #10 C...		0.00	1,062.54	
162734	Invoice	05/27/2026	PROF SVCS 02/21-03/20/2026 WIS-PAK D...		0.00	512.75	
162735	Invoice	05/27/2026	PROF SVCS 02/21-03/20/2026 WESTON A...		0.00	100.00	
162736	Invoice	05/27/2026	PROF SVCS 02/21-03/20/2026 PCR #11 C...		0.00	39,937.31	
162737	Invoice	05/27/2026	PROF SVCS 02/21-03/20/2026 CITY ENGIN...		0.00	3,573.35	
162739	Invoice	05/27/2026	PROF SVCS 02/21-03/20/2026 PF INFRA I...		0.00	474.25	
162740	Invoice	05/27/2026	PROF SVCS 02/21-03/20/2026 PF INFRA I...		0.00	16,043.54	
162741	Invoice	05/27/2026	PROF SVCS 02/21-03/20/2026 PF INFRA I...		0.00	2,002.70	
163277	Invoice	05/27/2026	Construction Management Septage Receiv...		0.00	1,571.50	

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163286	Invoice	05/27/2026	Western Area Sewer Capacity Analysis		0.00 / 378.00		
163288	Invoice	05/27/2026	PROF SVCS 03/21-04/17/2026 OLYMPIA FI...		0.00 / 1,695.25		
14016	S & S WINDOW CLEANING LLC		05/13/2026	Regular	0.00	305.00	130567
042726CH	Invoice	05/13/2026	CLEAN TWO ENTRY WAYS 04/13 & 04/27/...		0.00 / 110.00		
042726DPW	Invoice	05/13/2026	CLEAN ENTRY WAY ONLY 04/13 & 04/27/26		0.00 / 85.00		
042726LIB	Invoice	05/13/2026	CLEAN 3 SETS ENTRY WAY WINDOWS 04/...		0.00 / 110.00		
11224	SCHWAAB INC.		05/27/2026	Regular	0.00	88.75	130652
5022228	Invoice	05/27/2026	1/8 CUSTOM ENGRAVED SIGNS - NEW AL...		0.00 / 35.50		
5022229	Invoice	05/27/2026	1/8 CUSTOM ENGRAVED SIGN - MAYOR		0.00 / 17.75		
5040027	Invoice	05/27/2026	1/8 CUSTOM ENGRAVED SIGNS PLAN CO...		0.00 / 35.50		
11230	SECURIAN FINANCIAL GROUP INC		05/13/2026	Regular	0.00	5,795.40	130549
JUNE 2026	Invoice	05/13/2026	POLICY 002832L JUNE 2026		0.00 / 5,795.40		
11231	SECURITY BENEFIT		05/13/2026	Regular	0.00	250.00	130592
INV0001158	Invoice	05/15/2026	DEFERRED COMP POLICE		0.00 / 250.00		
11231	SECURITY BENEFIT		05/27/2026	Regular	0.00	250.00	130675
INV0001163	Invoice	05/29/2026	DEFERRED COMP POLICE		0.00 / 250.00		
11232	SEERA FOCUS ON ENERGY		05/13/2026	Regular	0.00	7,447.55	130550
APRIL 2026 FOCUS	Invoice	05/13/2026	APRIL OCONOMOWOC - FOCUS PROGRAM...		0.00 / 7,447.55		
11266	SNYDER & EK S.C.		05/20/2026	Regular	0.00	9,812.40	130610
5940	Invoice	05/20/2026	7843.01001 DISCIPLINARY MATTER APRIL		0.00 / 3,182.40		
5959	Invoice	05/20/2026	7843.01000 MUNICIPAL MATTERS APRIL		0.00 / 6,630.00		
16295	SOUTH MILWAUKEE MUNICIPAL COURT		05/20/2026	Regular	0.00	372.00	130628
051326	Invoice	05/20/2026	BAIL - SEE ATTACHED		0.00 / 372.00		
16307	SOUTHEASTERN WI CHAPTER		05/27/2026	Regular	0.00	5,000.00	130674
26004	Invoice	05/27/2026	PRESCRIBED BURN, INCLDS FIRBRK INSTL H..		0.00 / 5,000.00		
11269	SPEED SYSTEMS INC		05/27/2026	Regular	0.00	260.64	130654
142409	Invoice	05/27/2026	6 PENTA WITH 3/4" HEX SOCKET WITH 3/8...		0.00 / 260.64		
15390	SPENCER ROBERTS PLOWING AND LANDSCAPE,		05/20/2026	Regular	0.00	1,620.00	130622
2297	Invoice	05/20/2026	3 QUAD LOADS OF SCREENED TOPSOIL 05...		0.00 / 1,620.00		
13053	ST MICHAEL STRATEGIES INC		05/27/2026	Regular	0.00	232.69	130663
PS-INV022880	Invoice	05/27/2026	TMAS SOFTWARE YEARLY FEE		0.00 / 232.69		
11285	STANDARD INSURANCE COMPANY		05/06/2026	Regular	0.00	1,076.93	130512
041626	Invoice	05/06/2026	POLICY 00 147812 0001 MAY 2026		0.00 / 1,076.93		
12017	STATE OF WISCONSIN		05/22/2026	Bank Draft	0.00	274,992.18	DFT0001632
052226	Invoice	05/22/2026	JUNE 2026		0.00 / 274,992.18		
12017	STATE OF WISCONSIN		05/29/2026	Bank Draft	0.00	152,670.13	DFT0001633
052926	Invoice	05/29/2026	RETIREMENT APRIL 2026		0.00 / 152,670.13		
11303	STERLING MAINZ PLUMBING INC.		05/20/2026	Regular	0.00	933.20	130611
145360	Invoice	05/20/2026	REPLACE METER VALVE FOWLER WOMANS		0.00 / 637.20		
145425	Invoice	05/20/2026	CHICAGO HANDLE ASSY/CHICAGO CARTRI...		0.00 / 296.00		
12204	STEVEN HUSANU DBA EXECU PRINT		05/27/2026	Regular	0.00	48.52	130662
77807	Invoice	05/27/2026	WALL PLAQUE - ASSOCIATE PLANNER		0.00 / 48.52		
11317	STUART C IRBY CO		05/13/2026	Regular	0.00	37,667.00	130551
S014552412.001	Invoice	05/13/2026	CUST 113865 CNDCTR PEDSTL CONN/COP...		0.00 / 8,867.00		
S014564824.001	Invoice	05/13/2026	Electric Inventory - Street Light Heads		0.00 / 28,800.00		

Vendor Number / Payable #	Vendor Name / Payable Type	Post Date	Payment Date / Payable Description	Payment Type	Discount Amount / Discount Amount	Payment Amount / Payable Amount	Number
11322	SUN LIFE FINANCIAL		05/06/2026	Regular	0.00	569.64	130513
MAY 2026	Invoice	05/06/2026	POLICY 922884-0001 MAY 2026		0.00	569.64	
11336	TALL PINES CONSERVANCY INC		05/13/2026	Regular	0.00	460.00	130552
APRIL 2026	Invoice	05/13/2026	WATERSHED PROGRAM OPERATIONS APR...		0.00	460.00	
11339	TAYLOR COMPUTER SERVICES, INC		05/27/2026	Regular	0.00	1,196.50	130655
29427	Invoice	05/27/2026	MANAGED SERVICES MAY/SVC & EQUIP F...		0.00	1,196.50	
16282	TERESA MURPHY		05/13/2026	Regular	0.00	100.00	130586
050426	Invoice	05/13/2026	SECURITY DEPOSIT REFUND		0.00	100.00	
10404	THE EXPEDITERS INC		05/20/2026	Regular	0.00	6,009.00	130600
4507	Invoice	05/20/2026	CLEAN & TELEVISE PRAIRIE CREEK RIDGE 11		0.00	6,009.00	
11250	THE SIGMA GROUP INC		05/27/2026	Regular	0.00	900.00	130653
165513	Invoice	05/27/2026	2025 Streets - Construction Management ...		0.00	900.00	
10294	THOMAS DAMMER		05/13/2026	EFT	0.00	20.30	1130
050526	Invoice	05/13/2026	MILEAGE INSERVICE @ WCTC 05/05/2026		0.00	20.30	
11364	TIM O'BRIEN HOMES		05/06/2026	Regular	0.00	3,000.00	130514
B-25-41	Invoice	05/06/2026	OCCUPANCY DEP REF B-25-41 1374 SCOTS...		0.00	3,000.00	
11364	TIM O'BRIEN HOMES		05/13/2026	Regular	0.00	304.81	130553
1275 WILD RYE LN	Invoice	05/13/2026	341277-1 UTILITY ACCT REF 1275 WILD RY...		0.00	117.38	
1367 SCOTSLAND...	Invoice	05/13/2026	331367-0 UTILITY ACCT REF 1367 SCOTSL...		0.00	79.22	
1717 HAMMOCK ...	Invoice	05/13/2026	341717-0 UTILITY ACCT REF 1717 HAMM...		0.00	108.21	
11366	TIM'S AUTO PARTS INC.		05/06/2026	Regular	0.00	520.46	130515
11557-840547	Invoice	05/06/2026	ACCT 79150 OIL, FUEL & COOLANT FILTER...		0.00	520.46	
11404	TRUCK COUNTRY OF WISCONSIN		05/06/2026	Regular	0.00	155,837.00	130516
VM207001728	Invoice	05/06/2026	Truck 14 Replacement Chassis - Flatbed		0.00	155,837.00	
14042	TRUIST BANK		05/13/2026	Regular	0.00	143.50	130568
OCON 0154	Invoice	05/13/2026	ARBOX 04/01-04/30/2026		0.00	143.50	
11415	U.S. BANK N.A.		05/06/2026	Regular	0.00	875.00	130517
15238598	Invoice	05/06/2026	ACCT 001050980090 01/01-03/31/2026		0.00	875.00	
11418	U.S. POSTMASTER - OCONOMOWOC		05/29/2026	Regular	0.00	2,767.99	130677
060226 MAILING	Invoice	05/29/2026	PERMIT #39 WATER QUALITY REPORTS PO...		0.00	2,767.99	
13707	UEMSI/HTV, INC		05/06/2026	Regular	0.00	209.32	130523
2117526-IN	Invoice	05/06/2026	CUST 00-C074000 CUFF, 8" POLY W/HRD...		0.00	209.32	
11426	UNITED STATES POSTAL SERVICE		05/13/2026	Regular	0.00	443.02	130554
043026	Invoice	05/13/2026	REFILL METER # 21059696 04/16-30/2026		0.00	443.02	
11426	UNITED STATES POSTAL SERVICE		05/27/2026	Regular	0.00	605.86	130657
051526	Invoice	05/27/2026	REFILL METER # 21059696		0.00	605.86	

Vendor Number / Payable #	Vendor Name / Payable Type	Post Date	Payment Date / Payable Description	Payment Type	Discount Amount / Discount Amount	Payment Amount / Payable Amount	Number
12063	US Bank - P-Card		05/20/2026	Bank Draft	0.00	139,575.94	DFT0001635
P-CARD 10005 05...	Invoice	05/19/2026	ATT*BUS PHONE PMT		0.00	56.07	
P-CARD 10005 05...	Invoice	05/19/2026	ATT*BUS PHONE PMT		0.00	213.27	
P-CARD 10012 05...	Invoice	05/19/2026	A/E GRAPHICS, INC.		0.00	419.65	
P-CARD 10012 05...	Invoice	05/19/2026	A/E GRAPHICS, INC.		0.00	434.89	
P-CARD 10021 05...	Invoice	05/19/2026	ACE HARDWARE CORPORATION		0.00	41.98	
P-CARD 10029 05...	Invoice	05/19/2026	ADVANCE AUTO PARTS		0.00	1,575.27	
P-CARD 10132 05...	Invoice	05/19/2026	NORTHERN TOOL		0.00	43.96	
P-CARD 10132 05...	Invoice	05/19/2026	NORTHERN TOOL		0.00	249.00	
P-CARD 10132 05...	Invoice	05/19/2026	NORTHERN TOOL		0.00	39.94	
P-CARD 10132 05...	Invoice	05/19/2026	NORTHERN TOOL		0.00	289.97	
P-CARD 10132 05...	Invoice	05/19/2026	NORTHERN TOOL		0.00	437.99	
P-CARD 10203 05...	Invoice	05/19/2026	CDW GOVT #AJ11K7D		0.00	318.26	
P-CARD 10203 05...	Invoice	05/19/2026	CDW GOVT #AJ14P8T		0.00	32.56	
P-CARD 10203 05...	Invoice	05/19/2026	CDW GOVT #AJ1HF3V		0.00	236.63	
P-CARD 10203 05...	Invoice	05/19/2026	CDW GOVT #AJ1KL3Y		0.00	56.99	
P-CARD 10203 05...	Invoice	05/19/2026	CDW GOVT #AJ3Y66U		0.00	1,526.98	
P-CARD 10267 05...	Invoice	05/19/2026	CORE & MAIN 901		0.00	1,275.55	
P-CARD 10426 05...	Invoice	05/19/2026	FLIR-ESW-USA		0.00	998.00	
P-CARD 10435 05...	Invoice	05/19/2026	PIGGLY WIGGLY #93 S		0.00	69.99	
P-CARD 10508 05...	Invoice	05/19/2026	GRAINGER		0.00	300.00	
P-CARD 10508 05...	Invoice	05/19/2026	GRAINGER		0.00	357.23	
P-CARD 10508 05...	Invoice	05/19/2026	GRAINGER		0.00	108.00	
P-CARD 10508 05...	Invoice	05/19/2026	GRAINGER		0.00	170.62	
P-CARD 10508 05...	Invoice	05/19/2026	GRAINGER		0.00	712.12	
P-CARD 10508 05...	Invoice	05/19/2026	GRAINGER		0.00	994.42	
P-CARD 10516 05...	Invoice	05/19/2026	IN *GREAT LAKES HEATING,		0.00	299.44	
P-CARD 10516 05...	Invoice	05/19/2026	IN *GREAT LAKES HEATING,		0.00	607.96	
P-CARD 10551 05...	Invoice	05/19/2026	HEIN ELECTRIC SUPPLY -		0.00	83.19	
P-CARD 10551 05...	Invoice	05/19/2026	HEIN ELECTRIC SUPPLY -		0.00	159.61	
P-CARD 10551 05...	Invoice	05/19/2026	HEIN ELECTRIC SUPPLY -		0.00	343.07	
P-CARD 10551 05...	Invoice	05/19/2026	HEIN ELECTRIC SUPPLY - H		0.00	11.62	
P-CARD 10551 05...	Invoice	05/19/2026	HEIN ELECTRIC SUPPLY - H		0.00	18.96	
P-CARD 10551 05...	Invoice	05/19/2026	HEIN ELECTRIC SUPPLY - H		0.00	51.67	
P-CARD 10551 05...	Invoice	05/19/2026	HEIN ELECTRIC SUPPLY - H		0.00	109.48	
P-CARD 10551 05...	Invoice	05/19/2026	HEIN ELECTRIC SUPPLY - H		0.00	131.32	
P-CARD 10551 05...	Invoice	05/19/2026	HEIN ELECTRIC SUPPLY - H		0.00	188.43	
P-CARD 10551 05...	Invoice	05/19/2026	HEIN ELECTRIC SUPPLY - H		0.00	261.97	
P-CARD 10551 05...	Invoice	05/19/2026	HEIN ELECTRIC SUPPLY - H		0.00	266.64	
P-CARD 10678 05...	Invoice	05/19/2026	KAESTNER AUTO ELECTRIC		0.00	149.97	
P-CARD 10678 05...	Invoice	05/19/2026	KAESTNER AUTO ELECTRIC		0.00	1,769.87	
P-CARD 10680 05...	Credit Memo	05/19/2026	KALAHARI RESORT - WI		0.00	-95.44	
P-CARD 10768 05...	Invoice	05/19/2026	LANGE ENTERPRISES INC		0.00	285.84	
P-CARD 10768 05...	Invoice	05/19/2026	LANGE ENTERPRISES INC		0.00	487.12	
P-CARD 10778 05...	Invoice	05/19/2026	LEAGUE OF WISCONSIN MUNIC		0.00	41.00	
P-CARD 10818 05...	Invoice	05/19/2026	MUNICIPAL ELECTRIC UTILIT		0.00	355.00	
P-CARD 10818 05...	Invoice	05/19/2026	MUNICIPAL ELECTRIC UTILIT		0.00	885.00	
P-CARD 11005 05...	Invoice	05/19/2026	NAPA STORE 3438015		0.00	364.47	
P-CARD 11023 05...	Invoice	05/19/2026	OLSEN SAFETY EQUIPMENT CO		0.00	216.80	
P-CARD 11023 05...	Invoice	05/19/2026	OLSEN SAFETY EQUIPMENT CO		0.00	216.80	
P-CARD 11023 05...	Invoice	05/19/2026	OLSEN SAFETY EQUIPMENT CO		0.00	219.50	
P-CARD 11155 05...	Invoice	05/19/2026	RICOH USA, INC		0.00	113.15	
P-CARD 11155 05...	Invoice	05/19/2026	RICOH USA, INC		0.00	798.55	
P-CARD 11155 05...	Invoice	05/19/2026	RICOH USA, INC		0.00	1,152.55	
P-CARD 11155 05...	Invoice	05/19/2026	RICOH USA, INC		0.00	1,695.31	
P-CARD 11155 05...	Invoice	05/19/2026	RICOH USA, INC		0.00	1,695.31	
P-CARD 11245 05...	Invoice	05/19/2026	SHERWIN INDUSTRIES		0.00	1,728.00	
P-CARD 11253 05...	Invoice	05/19/2026	IN *SILVER LAKE AUTO & TI		0.00	200.00	
P-CARD 11253 05...	Invoice	05/19/2026	SQ *SILVER LAKE AUTO & TI		0.00	130.00	
P-CARD 11290 05...	Invoice	05/19/2026	STATE CHEMIC*STATE CHE		0.00	214.23	

Vendor Number / Payable #	Vendor Name / Payable Type	Post Date	Payment Date / Payable Description	Payment Type / Discount Amount	Payment Amount / Payable Amount	Number
P-CARD 11293 05...	Invoice	05/19/2026	DSPS E SERVICE FEE COM	0.00	6.30	
P-CARD 11293 05...	Invoice	05/19/2026	DSPS EPAY ISE	0.00	280.00	
P-CARD 11325 05...	Invoice	05/19/2026	SUPERIOR CHEMICAL LLC	0.00	141.28	
P-CARD 11344 05...	Invoice	05/19/2026	WWP*TERMINIX BATZNER	0.00	37.41	
P-CARD 11344 05...	Invoice	05/19/2026	WWP*TERMINIX BATZNER	0.00	50.62	
P-CARD 11344 05...	Invoice	05/19/2026	WWP*TERMINIX BATZNER	0.00	50.62	
P-CARD 11344 05...	Invoice	05/19/2026	WWP*TERMINIX BATZNER	0.00	75.95	
P-CARD 11344 05...	Invoice	05/19/2026	WWP*TERMINIX BATZNER	0.00	116.63	
P-CARD 11344 05...	Invoice	05/19/2026	WWP*TERMINIX BATZNER	0.00	127.10	
P-CARD 11344 05...	Invoice	05/19/2026	WWP*TERMINIX BATZNER	0.00	176.58	
P-CARD 11344 05...	Invoice	05/19/2026	WWP*TERMINIX BATZNER	0.00	176.58	
P-CARD 11416 05...	Invoice	05/19/2026	USCELL RECURRING	0.00	268.66	
P-CARD 11418 05...	Invoice	05/19/2026	USPS PO 5661100066	0.00	468.00	
P-CARD 11418 05...	Invoice	05/19/2026	USPS PO 5661100066	0.00	10.00	
P-CARD 11436 05...	Invoice	05/19/2026	USABLUEBOOK	0.00	421.45	
P-CARD 11436 05...	Invoice	05/19/2026	USABLUEBOOK	0.00	435.02	
P-CARD 11436 05...	Invoice	05/19/2026	USABLUEBOOK	0.00	1,093.19	
P-CARD 11560 05...	Invoice	05/19/2026	DOJ EPAY RECORDS CHECK	0.00	196.00	
P-CARD 11560 05...	Invoice	05/19/2026	DOJ EPAY RECORDS CHECK	0.00	7.00	
P-CARD 11560 05...	Invoice	05/19/2026	DOJ EPAY RECORDS CHECK	0.00	7.00	
P-CARD 11560 05...	Invoice	05/19/2026	DOJ EPAY RECORDS CHECK	0.00	7.00	
P-CARD 11560 05...	Invoice	05/19/2026	DOJ EPAY RECORDS CHECK	0.00	7.00	
P-CARD 11560 05...	Invoice	05/19/2026	DOJ EPAY RECORDS CHECK	0.00	7.00	
P-CARD 11560 05...	Invoice	05/19/2026	DOJ EPAY RECORDS CHECK	0.00	21.00	
P-CARD 11560 05...	Invoice	05/19/2026	DOJ EPAY RECORDS CHECK	0.00	35.00	
P-CARD 11560 05...	Invoice	05/19/2026	DOJ EPAY RECORDS CHECK	0.00	84.00	
P-CARD 11568 05...	Invoice	05/19/2026	NIC*TRAFFICVIOLREGPROG	0.00	3.06	
P-CARD 11568 05...	Invoice	05/19/2026	NIC*TRAFFICVIOLREGPROG	0.00	3.06	
P-CARD 11568 05...	Invoice	05/19/2026	NIC*TRAFFICVIOLREGPROG	0.00	12.24	
P-CARD 11628 05...	Invoice	05/19/2026	WOLF PAVING CO., INC.	0.00	25.00	
P-CARD 11628 05...	Invoice	05/19/2026	WOLF PAVING CO., INC.	0.00	461.48	
P-CARD 11653 05...	Invoice	05/19/2026	YES EQUIPMENT SERV	0.00	327.12	
P-CARD 12068 05...	Invoice	05/19/2026	AMAZON	0.00	3.69	
P-CARD 12068 05...	Invoice	05/19/2026	AMAZON	0.00	5.98	
P-CARD 12068 05...	Invoice	05/19/2026	AMAZON	0.00	12.83	
P-CARD 12068 05...	Invoice	05/19/2026	AMAZON	0.00	26.06	
P-CARD 12068 05...	Invoice	05/19/2026	AMAZON	0.00	7.99	
P-CARD 12068 05...	Invoice	05/19/2026	AMAZON	0.00	32.21	
P-CARD 12068 05...	Invoice	05/19/2026	AMAZON	0.00	20.27	
P-CARD 12068 05...	Invoice	05/19/2026	AMAZON	0.00	92.85	
P-CARD 12068 05...	Invoice	05/19/2026	AMAZON	0.00	52.49	
P-CARD 12068 05...	Invoice	05/19/2026	AMAZON	0.00	96.98	
P-CARD 12068 05...	Invoice	05/19/2026	AMAZON	0.00	15.99	
P-CARD 12068 05...	Invoice	05/19/2026	AMAZON	0.00	37.90	
P-CARD 12068 05...	Invoice	05/19/2026	AMAZON	0.00	113.99	
P-CARD 12068 05...	Invoice	05/19/2026	AMAZON	0.00	329.94	
P-CARD 12068 05...	Invoice	05/19/2026	AMAZON	0.00	15.80	
P-CARD 12068 05...	Invoice	05/19/2026	AMAZON	0.00	636.22	
P-CARD 12068 05...	Invoice	05/19/2026	AMAZON	0.00	94.98	
P-CARD 12068 05...	Invoice	05/19/2026	AMAZON	0.00	158.02	
P-CARD 12068 05...	Invoice	05/19/2026	AMAZON	0.00	41.97	
P-CARD 12068 05...	Invoice	05/19/2026	AMAZON	0.00	20.72	
P-CARD 12068 05...	Invoice	05/19/2026	AMAZON	0.00	51.18	
P-CARD 12068 05...	Invoice	05/19/2026	AMAZON	0.00	149.85	
P-CARD 12068 05...	Invoice	05/19/2026	AMAZON	0.00	57.98	
P-CARD 12068 05...	Invoice	05/19/2026	AMAZON	0.00	184.15	
P-CARD 12068 05...	Invoice	05/19/2026	AMAZON	0.00	52.24	
P-CARD 12068 05...	Invoice	05/19/2026	AMAZON	0.00	65.16	
P-CARD 12068 05...	Invoice	05/19/2026	AMAZON	0.00	156.72	
P-CARD 12068 05...	Invoice	05/19/2026	AMAZON	0.00	39.95	

Vendor Number / Payable #	Vendor Name / Payable Type	Post Date	Payment Date / Payable Description	Payment Type	Discount Amount / Discount Amount	Payment Amount / Payable Amount	Number
P-CARD 12068 05...	Invoice	05/19/2026	AMAZON		0.00	9.99	
P-CARD 12068 05...	Invoice	05/19/2026	AMAZON		0.00	62.68	
P-CARD 12068 05...	Invoice	05/19/2026	AMAZON		0.00	29.97	
P-CARD 12068 05...	Invoice	05/19/2026	AMAZON		0.00	95.46	
P-CARD 12068 05...	Invoice	05/19/2026	AMAZON		0.00	324.45	
P-CARD 12068 05...	Invoice	05/19/2026	AMAZON		0.00	72.39	
P-CARD 12068 05...	Invoice	05/19/2026	AMAZON		0.00	79.98	
P-CARD 12068 05...	Invoice	05/19/2026	AMAZON		0.00	115.59	
P-CARD 12068 05...	Invoice	05/19/2026	AMAZON		0.00	19.98	
P-CARD 12068 05...	Invoice	05/19/2026	AMAZON		0.00	33.01	
P-CARD 12068 05...	Invoice	05/19/2026	AMAZON		0.00	25.98	
P-CARD 12068 05...	Invoice	05/19/2026	AMAZON		0.00	39.80	
P-CARD 12068 05...	Invoice	05/19/2026	AMAZON		0.00	51.98	
P-CARD 12068 05...	Invoice	05/19/2026	AMAZON		0.00	124.82	
P-CARD 12068 05...	Invoice	05/19/2026	AMAZON		0.00	37.86	
P-CARD 12068 05...	Invoice	05/19/2026	AMAZON		0.00	65.85	
P-CARD 12068 05...	Invoice	05/19/2026	AMAZON		0.00	5.93	
P-CARD 12068 05...	Invoice	05/19/2026	AMAZON		0.00	58.89	
P-CARD 12068 05...	Invoice	05/19/2026	AMAZON		0.00	32.96	
P-CARD 12068 05...	Invoice	05/19/2026	AMAZON		0.00	88.68	
P-CARD 12068 05...	Invoice	05/19/2026	AMAZON		0.00	20.11	
P-CARD 12068 05...	Invoice	05/19/2026	AMAZON		0.00	23.29	
P-CARD 12068 05...	Credit Memo	05/19/2026	AMAZON		0.00	-32.99	
P-CARD 12068 05...	Credit Memo	05/19/2026	AMAZON		0.00	-51.99	
P-CARD 12068 05...	Credit Memo	05/19/2026	AMAZON		0.00	-16.47	
P-CARD 12068 05...	Credit Memo	05/19/2026	AMAZON		0.00	-129.99	
P-CARD 12068 05...	Invoice	05/19/2026	AMAZON		0.00	16.19	
P-CARD 12068 05...	Invoice	05/19/2026	AMAZON		0.00	12.67	
P-CARD 12068 05...	Invoice	05/19/2026	AMAZON		0.00	74.63	
P-CARD 12068 05...	Invoice	05/19/2026	AMAZON		0.00	21.58	
P-CARD 12068 05...	Invoice	05/19/2026	AMAZON		0.00	89.21	
P-CARD 12068 05...	Invoice	05/19/2026	AMAZON		0.00	15.38	
P-CARD 12068 05...	Invoice	05/19/2026	AMAZON		0.00	14.87	
P-CARD 12068 05...	Invoice	05/19/2026	AMAZON		0.00	66.27	
P-CARD 12068 05...	Invoice	05/19/2026	AMAZON		0.00	18.60	
P-CARD 12068 05...	Invoice	05/19/2026	AMAZON		0.00	7.77	
P-CARD 12068 05...	Invoice	05/19/2026	AMAZON		0.00	37.18	
P-CARD 12068 05...	Invoice	05/19/2026	AMAZON		0.00	6.70	
P-CARD 12068 05...	Invoice	05/19/2026	AMAZON		0.00	175.50	
P-CARD 12068 05...	Invoice	05/19/2026	AMAZON		0.00	33.17	
P-CARD 12068 05...	Invoice	05/19/2026	AMAZON		0.00	28.78	
P-CARD 12068 05...	Invoice	05/19/2026	AMAZON		0.00	158.93	
P-CARD 12068 05...	Invoice	05/19/2026	AMAZON		0.00	10.79	
P-CARD 12068 05...	Invoice	05/19/2026	AMAZON		0.00	19.20	
P-CARD 12068 05...	Invoice	05/19/2026	AMAZON		0.00	363.59	
P-CARD 12068 05...	Invoice	05/19/2026	AMAZON		0.00	21.60	
P-CARD 12068 05...	Invoice	05/19/2026	AMAZON		0.00	24.93	
P-CARD 12068 05...	Invoice	05/19/2026	AMAZON		0.00	9.37	
P-CARD 12068 05...	Invoice	05/19/2026	AMAZON		0.00	371.20	
P-CARD 12068 05...	Invoice	05/19/2026	AMAZON		0.00	24.98	
P-CARD 12068 05...	Invoice	05/19/2026	AMAZON		0.00	58.99	
P-CARD 12068 05...	Invoice	05/19/2026	AMAZON		0.00	269.80	
P-CARD 12068 05...	Invoice	05/19/2026	AMAZON		0.00	562.60	
P-CARD 12076 05...	Invoice	05/19/2026	BRODART SUPPLIES		0.00	149.27	
P-CARD 12077 05...	Invoice	05/19/2026	SPECTRUM		0.00	100.00	
P-CARD 12077 05...	Invoice	05/19/2026	SPECTRUM		0.00	120.00	
P-CARD 12077 05...	Invoice	05/19/2026	SPECTRUM		0.00	318.51	
P-CARD 12077 05...	Invoice	05/19/2026	SPECTRUM		0.00	339.34	
P-CARD 12077 05...	Invoice	05/19/2026	SPECTRUM		0.00	1,163.80	
P-CARD 12077 05...	Invoice	05/19/2026	SPECTRUM		0.00	1,299.00	

Vendor Number / Payable #	Vendor Name / Payable Type	Post Date	Payment Date / Payable Description	Payment Type / Discount Amount	Payment Amount / Payable Amount	Number
P-CARD 12077 05...	Invoice	05/19/2026	SPECTRUM	0.00	150.20	
P-CARD 12077 05...	Invoice	05/19/2026	SPECTRUM	0.00	159.99	
P-CARD 12078 05...	Invoice	05/19/2026	CINTAS CORP	0.00	190.96	
P-CARD 12084 05...	Invoice	05/19/2026	CULLIGAN WAUKESHA	0.00	38.45	
P-CARD 12089 05...	Invoice	05/19/2026	ELECTRICAL TESTING LAB IN	0.00	437.50	
P-CARD 12091 05...	Invoice	05/19/2026	ENTENMANN-ROVIN CO.	0.00	249.00	
P-CARD 12096 05...	Invoice	05/19/2026	FLEET FARM 5000	0.00	29.75	
P-CARD 12096 05...	Invoice	05/19/2026	FLEET FARM 5000	0.00	96.79	
P-CARD 12101 05...	Invoice	05/19/2026	HAWKINS INC	0.00	4,670.96	
P-CARD 12101 05...	Invoice	05/19/2026	HAWKINS INC	0.00	10.00	
P-CARD 12118 05...	Invoice	05/19/2026	MID-AMERICAN RESEARCH CHE	0.00	375.48	
P-CARD 12121 05...	Invoice	05/19/2026	ODP BUS SOL LLC# 106869	0.00	45.12	
P-CARD 12121 05...	Invoice	05/19/2026	ODP BUS SOL LLC# 106869	0.00	33.58	
P-CARD 12121 05...	Invoice	05/19/2026	ODP BUS SOL LLC# 106869	0.00	8.23	
P-CARD 12121 05...	Invoice	05/19/2026	ODP BUS SOL LLC# 106869	0.00	27.69	
P-CARD 12121 05...	Invoice	05/19/2026	ODP BUS SOL LLC# 106869	0.00	136.05	
P-CARD 12121 05...	Invoice	05/19/2026	ODP BUS SOL LLC# 106869	0.00	449.84	
P-CARD 12121 05...	Invoice	05/19/2026	ODP BUS SOL LLC# 106869	0.00	1,244.47	
P-CARD 12134 05...	Invoice	05/19/2026	SOLENIS	0.00	4,494.42	
P-CARD 12138 05...	Invoice	05/19/2026	TAPCO	0.00	1,700.85	
P-CARD 12139 05...	Invoice	05/19/2026	HOMEDEPOT.COM	0.00	253.50	
P-CARD 12139 05...	Invoice	05/19/2026	THE HOME DEPOT #4910	0.00	63.05	
P-CARD 12139 05...	Invoice	05/19/2026	THE HOME DEPOT #4910	0.00	124.57	
P-CARD 12139 05...	Invoice	05/19/2026	THE HOME DEPOT #4910	0.00	485.00	
P-CARD 12139 05...	Invoice	05/19/2026	THE HOME DEPOT #4910	0.00	327.82	
P-CARD 12143 05...	Invoice	05/19/2026	UPS*1Z35Y88W0395795095	0.00	31.83	
P-CARD 12143 05...	Invoice	05/19/2026	UPS*29419FEDBFA	0.00	12.26	
P-CARD 12158 05...	Invoice	05/19/2026	INNOVATIVE SIGNS	0.00	602.80	
P-CARD 12158 05...	Invoice	05/19/2026	INNOVATIVE SIGNS	0.00	5,726.62	
P-CARD 12158 05...	Invoice	05/19/2026	OFFICE FURNITURE WAR	0.00	345.50	
P-CARD 12158 05...	Invoice	05/19/2026	OFFICE FURNITURE WAR	0.00	1,036.50	
P-CARD 12158 05...	Invoice	05/19/2026	THE PICNIC BASKET RESTAUR	0.00	26.68	
P-CARD 12158 05...	Invoice	05/19/2026	TST*ERICS HAND TOSSED P	0.00	20.03	
P-CARD 12158 05...	Invoice	05/19/2026	TST*ERICS HAND TOSSED P	0.00	96.78	
P-CARD 12158 05...	Invoice	05/19/2026	TST*ERICS HAND TOSSED P	0.00	216.92	
P-CARD 12158 05...	Invoice	05/19/2026	BT *INTERNATIONAL AIR	0.00	44.23	
P-CARD 12158 05...	Invoice	05/19/2026	IN *PVP COMMUNICATIONS, I	0.00	912.00	
P-CARD 12158 05...	Invoice	05/19/2026	SP S1 SUPPLY	0.00	583.95	
P-CARD 12158 05...	Invoice	05/19/2026	SQ *POLICE BIKE STORE	0.00	239.91	
P-CARD 12158 05...	Invoice	05/19/2026	PAYPAL *SUPERFUNPRI	0.00	3.99	
P-CARD 12159 05...	Invoice	05/19/2026	BEST WESTERN PLOVER	0.00	396.00	
P-CARD 12159 05...	Invoice	05/19/2026	PAYPAL *WLECHA	0.00	300.00	
P-CARD 12159 05...	Invoice	05/19/2026	PY *RIVEREDGE NATURE CTR	0.00	210.00	
P-CARD 12159 05...	Invoice	05/19/2026	UW EXTENSION EVENTS	0.00	85.00	
P-CARD 12159 05...	Invoice	05/19/2026	HILTON APPLETON	0.00	20.00	
P-CARD 12200 05...	Invoice	05/19/2026	DMI* DELL K-12/GOVT	0.00	40.30	
P-CARD 12216 05...	Invoice	05/19/2026	NCL OF WISCONSIN INC	0.00	331.90	
P-CARD 12216 05...	Invoice	05/19/2026	NCL OF WISCONSIN INC	0.00	395.02	
P-CARD 12228 05...	Invoice	05/19/2026	BTS*TRUCKCOUNTRYOFWSCNSIN	0.00	160.06	
P-CARD 12268 05...	Invoice	05/19/2026	PP*ADOBE INC ADOBE	0.00	36.74	
P-CARD 12292 05...	Invoice	05/19/2026	KIMBALL MIDWEST PAYEEZY	0.00	222.75	
P-CARD 12292 05...	Invoice	05/19/2026	KIMBALL MIDWEST PAYEEZY	0.00	239.34	
P-CARD 12292 05...	Invoice	05/19/2026	KIMBALL MIDWEST PAYEEZY	0.00	1,560.28	
P-CARD 12305 05...	Invoice	05/19/2026	VISTAPRINT	0.00	62.98	
P-CARD 12355 05...	Invoice	05/19/2026	BOOKS & COMPANY	0.00	91.14	
P-CARD 12356 05...	Invoice	05/19/2026	COMPASS MINERALS AMER	0.00	17,676.18	
P-CARD 12367 05...	Invoice	05/19/2026	THE PIONEER MANUFACTURIN	0.00	4,988.84	
P-CARD 12424 05...	Invoice	05/19/2026	CARLIN SALES CORPORATION	0.00	1,148.49	
P-CARD 12490 05...	Invoice	05/19/2026	LINCOLN CONTRACTORS SUPPL	0.00	2,037.00	
P-CARD 12543 05...	Invoice	05/19/2026	ICPCCHAPLAINS.ORG	0.00	150.00	

Vendor Number / Payable #	Vendor Name / Payable Type	Post Date	Payment Date / Payable Description	Payment Type / Discount Amount	Payment Amount / Payable Amount	Number
P-CARD 12723 05...	Invoice	05/19/2026	AED SUPERSTORE	0.00	1,150.05	
P-CARD 12723 05...	Invoice	05/19/2026	AED SUPERSTORE	0.00	2,334.95	
P-CARD 12842 05...	Invoice	05/19/2026	WRISTBAND.COM	0.00	1,137.00	
P-CARD 12956 05...	Invoice	05/19/2026	METRO MARKET # 388	0.00	295.49	
P-CARD 12956 05...	Invoice	05/19/2026	METRO MARKET #380	0.00	6.95	
P-CARD 13172 05...	Invoice	05/19/2026	BEST BUY 00006676	0.00	254.14	
P-CARD 13218 05...	Invoice	05/19/2026	GFL - ENV	0.00	2,211.65	
P-CARD 13218 05...	Invoice	05/19/2026	GFL ENVIRONMENTAL SERVICE	0.00	112.46	
P-CARD 13223 05...	Invoice	05/19/2026	KEVIN VISONA SNAP ON	0.00	372.00	
P-CARD 13318 05...	Invoice	05/19/2026	FULL SOURCE, LLC	0.00	408.99	
P-CARD 13318 05...	Invoice	05/19/2026	FULL SOURCE, LLC	0.00	865.70	
P-CARD 13321 05...	Invoice	05/19/2026	SP CLEARSTREAM RECYC	0.00	639.33	
P-CARD 13326 05...	Invoice	05/19/2026	PAYPAL *DISNEY PLUS	0.00	26.24	
P-CARD 13448 05...	Invoice	05/19/2026	BSG1881* CITY OF OCONO	0.00	228.09	
P-CARD 13550 05...	Invoice	05/19/2026	RITZ SAFETY LLC	0.00	120.00	
P-CARD 13550 05...	Invoice	05/19/2026	RITZ SAFETY LLC	0.00	125.39	
P-CARD 13550 05...	Invoice	05/19/2026	RITZ SAFETY LLC	0.00	185.98	
P-CARD 13550 05...	Invoice	05/19/2026	RITZ SAFETY LLC	0.00	331.17	
P-CARD 13609 05...	Invoice	05/19/2026	AT&T MOBILITY EPAY	0.00	939.85	
P-CARD 13609 05...	Invoice	05/19/2026	AT&T MOBILITY EPAY	0.00	2,543.79	
P-CARD 13673 05...	Invoice	05/19/2026	LINDE GAS & EQUIPMENT INC	0.00	79.45	
P-CARD 13673 05...	Invoice	05/19/2026	LINDE GAS & EQUIPMENT INC	0.00	92.28	
P-CARD 13673 05...	Invoice	05/19/2026	LINDE GAS & EQUIPMENT INC	0.00	168.65	
P-CARD 13673 05...	Invoice	05/19/2026	LINDE GAS & EQUIPMENT INC	0.00	187.37	
P-CARD 13706 05...	Invoice	05/19/2026	LOCAL GOVERNMENT EDUCATIO	0.00	210.00	
P-CARD 13714 05...	Invoice	05/19/2026	ENVISION WARE	0.00	3,662.38	
P-CARD 13716 05...	Invoice	05/19/2026	IN *COMPETITOR AWARDS & E	0.00	45.00	
P-CARD 13901 05...	Invoice	05/19/2026	RP OCONOMOWOC 9600	0.00	81.18	
P-CARD 14069 05...	Invoice	05/19/2026	SP YOUNGSTOWN	0.00	319.00	
P-CARD 14101 05...	Invoice	05/19/2026	APG SOUTHERN WISCONSIN	0.00	293.30	
P-CARD 14400 05...	Invoice	05/19/2026	ILLINOIS LIBRARY ASSOC	0.00	60.40	
P-CARD 14400 05...	Invoice	05/19/2026	ILLINOIS LIBRARY ASSOC	0.00	62.70	
P-CARD 14403 05...	Invoice	05/19/2026	PAYPAL *PEACOCKTVLL 2D8D7	0.00	11.54	
P-CARD 14461 05...	Invoice	05/19/2026	ORACLE AMERICA, INC.	0.00	2.51	
P-CARD 14521 05...	Invoice	05/19/2026	TOP PACK DEFENSE	0.00	193.38	
P-CARD 14521 05...	Invoice	05/19/2026	TOP PACK DEFENSE	0.00	440.89	
P-CARD 14521 05...	Invoice	05/19/2026	TOP PACK DEFENSE	0.00	502.49	
P-CARD 14526 05...	Invoice	05/19/2026	WASABI TECHNOLOGIES	0.00	28.63	
P-CARD 14773 05...	Invoice	05/19/2026	JM BRENNAN INC	0.00	717.40	
P-CARD 15350 05...	Invoice	05/19/2026	VEGA AMERICAS	0.00	170.51	
P-CARD 15594 05...	Invoice	05/19/2026	SERVICE SANITATION WI	0.00	535.34	
P-CARD 15594 05...	Invoice	05/19/2026	SERVICE SANITATION WI	0.00	644.00	
P-CARD 15600 05...	Invoice	05/19/2026	IN *FRIENDS OF MAIN STREE	0.00	8,000.00	
P-CARD 15669 05...	Invoice	05/19/2026	PAYPAL *STARZ ENTER	0.00	12.65	
P-CARD 15976 05...	Invoice	05/19/2026	INGRAM LIBRARY SERVICES	0.00	6.11	
P-CARD 15976 05...	Invoice	05/19/2026	INGRAM LIBRARY SERVICES	0.00	10.82	
P-CARD 15976 05...	Invoice	05/19/2026	INGRAM LIBRARY SERVICES	0.00	11.45	
P-CARD 15976 05...	Invoice	05/19/2026	INGRAM LIBRARY SERVICES	0.00	11.49	
P-CARD 15976 05...	Invoice	05/19/2026	INGRAM LIBRARY SERVICES	0.00	12.93	
P-CARD 15976 05...	Invoice	05/19/2026	INGRAM LIBRARY SERVICES	0.00	13.99	
P-CARD 15976 05...	Invoice	05/19/2026	INGRAM LIBRARY SERVICES	0.00	17.73	
P-CARD 15976 05...	Invoice	05/19/2026	INGRAM LIBRARY SERVICES	0.00	19.59	
P-CARD 15976 05...	Invoice	05/19/2026	INGRAM LIBRARY SERVICES	0.00	22.78	
P-CARD 15976 05...	Invoice	05/19/2026	INGRAM LIBRARY SERVICES	0.00	23.88	
P-CARD 15976 05...	Invoice	05/19/2026	INGRAM LIBRARY SERVICES	0.00	26.96	
P-CARD 15976 05...	Invoice	05/19/2026	INGRAM LIBRARY SERVICES	0.00	28.42	
P-CARD 15976 05...	Invoice	05/19/2026	INGRAM LIBRARY SERVICES	0.00	31.00	
P-CARD 15976 05...	Invoice	05/19/2026	INGRAM LIBRARY SERVICES	0.00	35.62	
P-CARD 15976 05...	Invoice	05/19/2026	INGRAM LIBRARY SERVICES	0.00	42.36	
P-CARD 15976 05...	Invoice	05/19/2026	INGRAM LIBRARY SERVICES	0.00	43.53	

Vendor Number / Payable #	Vendor Name / Payable Type	Post Date	Payment Date / Payable Description	Payment Type	Discount Amount	Payment Amount	Number
P-CARD 15976 05...	Invoice	05/19/2026	INGRAM LIBRARY SERVICES		0.00	44.89	
P-CARD 15976 05...	Invoice	05/19/2026	INGRAM LIBRARY SERVICES		0.00	49.53	
P-CARD 15976 05...	Invoice	05/19/2026	INGRAM LIBRARY SERVICES		0.00	53.47	
P-CARD 15976 05...	Invoice	05/19/2026	INGRAM LIBRARY SERVICES		0.00	69.84	
P-CARD 15976 05...	Invoice	05/19/2026	INGRAM LIBRARY SERVICES		0.00	70.15	
P-CARD 15976 05...	Invoice	05/19/2026	INGRAM LIBRARY SERVICES		0.00	73.11	
P-CARD 15976 05...	Invoice	05/19/2026	INGRAM LIBRARY SERVICES		0.00	73.20	
P-CARD 15976 05...	Invoice	05/19/2026	INGRAM LIBRARY SERVICES		0.00	76.86	
P-CARD 15976 05...	Invoice	05/19/2026	INGRAM LIBRARY SERVICES		0.00	81.46	
P-CARD 15976 05...	Invoice	05/19/2026	INGRAM LIBRARY SERVICES		0.00	82.62	
P-CARD 15976 05...	Invoice	05/19/2026	INGRAM LIBRARY SERVICES		0.00	86.42	
P-CARD 15976 05...	Invoice	05/19/2026	INGRAM LIBRARY SERVICES		0.00	91.26	
P-CARD 15976 05...	Invoice	05/19/2026	INGRAM LIBRARY SERVICES		0.00	95.53	
P-CARD 15976 05...	Invoice	05/19/2026	INGRAM LIBRARY SERVICES		0.00	103.24	
P-CARD 15976 05...	Invoice	05/19/2026	INGRAM LIBRARY SERVICES		0.00	104.05	
P-CARD 15976 05...	Invoice	05/19/2026	INGRAM LIBRARY SERVICES		0.00	111.09	
P-CARD 15976 05...	Invoice	05/19/2026	INGRAM LIBRARY SERVICES		0.00	135.39	
P-CARD 15976 05...	Invoice	05/19/2026	INGRAM LIBRARY SERVICES		0.00	140.50	
P-CARD 15976 05...	Invoice	05/19/2026	INGRAM LIBRARY SERVICES		0.00	142.53	
P-CARD 15976 05...	Invoice	05/19/2026	INGRAM LIBRARY SERVICES		0.00	144.71	
P-CARD 15976 05...	Invoice	05/19/2026	INGRAM LIBRARY SERVICES		0.00	154.97	
P-CARD 15976 05...	Invoice	05/19/2026	INGRAM LIBRARY SERVICES		0.00	178.88	
P-CARD 15976 05...	Invoice	05/19/2026	INGRAM LIBRARY SERVICES		0.00	194.03	
P-CARD 15976 05...	Invoice	05/19/2026	INGRAM LIBRARY SERVICES		0.00	206.48	
P-CARD 15976 05...	Invoice	05/19/2026	INGRAM LIBRARY SERVICES		0.00	217.62	
P-CARD 15976 05...	Invoice	05/19/2026	INGRAM LIBRARY SERVICES		0.00	233.91	
P-CARD 15976 05...	Invoice	05/19/2026	INGRAM LIBRARY SERVICES		0.00	242.31	
P-CARD 15976 05...	Invoice	05/19/2026	INGRAM LIBRARY SERVICES		0.00	258.14	
P-CARD 15976 05...	Invoice	05/19/2026	INGRAM LIBRARY SERVICES		0.00	265.03	
P-CARD 15976 05...	Invoice	05/19/2026	INGRAM LIBRARY SERVICES		0.00	275.59	
P-CARD 15976 05...	Invoice	05/19/2026	INGRAM LIBRARY SERVICES		0.00	283.77	
P-CARD 15976 05...	Invoice	05/19/2026	INGRAM LIBRARY SERVICES		0.00	299.53	
P-CARD 15976 05...	Invoice	05/19/2026	INGRAM LIBRARY SERVICES		0.00	348.17	
P-CARD 15976 05...	Invoice	05/19/2026	INGRAM LIBRARY SERVICES		0.00	374.40	
P-CARD 15976 05...	Invoice	05/19/2026	INGRAM LIBRARY SERVICES		0.00	379.08	
P-CARD 15976 05...	Invoice	05/19/2026	INGRAM LIBRARY SERVICES		0.00	405.15	
P-CARD 15976 05...	Invoice	05/19/2026	INGRAM LIBRARY SERVICES		0.00	438.09	
P-CARD 15976 05...	Invoice	05/19/2026	INGRAM LIBRARY SERVICES		0.00	523.13	
P-CARD 15976 05...	Invoice	05/19/2026	INGRAM LIBRARY SERVICES		0.00	524.45	
P-CARD 15976 05...	Invoice	05/19/2026	INGRAM LIBRARY SERVICES		0.00	769.70	
P-CARD 16030 05...	Invoice	05/19/2026	IDI		0.00	77.00	
P-CARD 16215 05...	Invoice	05/19/2026	OPENAI *CHATGPT SUBSCR		0.00	8.00	
P-CARD 16239 05...	Invoice	05/19/2026	PAYPAL *WSJ		0.00	40.94	
P-CARD 16311 05...	Invoice	05/19/2026	BARCO PRODUCTS LLC		0.00	2,253.50	
P-CARD 16312 05...	Invoice	05/19/2026	CASTAIR INC		0.00	522.40	
P-CARD 16312 05...	Invoice	05/19/2026	CASTAIR INC FEE		0.00	19.59	
P-CARD 16313 05...	Invoice	05/19/2026	VENTEK INTERNATIONAL		0.00	207.21	
16306	UW EXTENSION HWB INSTITUTE		05/27/2026	Regular	0.00	350.00	130673
1432	Invoice	05/27/2026	STRONGBODIES REFRESHER TRAINING 04/...		0.00	350.00	
14303	VERIDIAN HOMES, LLC		05/13/2026	Regular	0.00	252.67	130569
1120 ELDERBERR...	Invoice	05/13/2026	311119-0 UTILITY ACCT REF 1120 ELDERB...		0.00	72.22	
1222 ARROWOO...	Invoice	05/13/2026	311222-0 UTILITY ACCT REF 1222 ARROW...		0.00	50.88	
1227 ARROWOO...	Invoice	05/13/2026	311227-0 UTILITY ACCT REF 1227 ARROW...		0.00	67.61	
1257 ARROWOO...	Invoice	05/13/2026	311457-0 UTILITY ACCT REF 1257 ARROW...		0.00	61.96	
11483	WANGARD PARTNERS INC		05/13/2026	Regular	0.00	323.84	130556
1230 PC BLVD #2...	Invoice	05/13/2026	344402-15 UTIL ACCT REF 1230 PRAIRIE C...		0.00	255.93	
1245 PC BLVD #2...	Invoice	05/13/2026	346071-7 REF UTIL ACCT 1245 PRAIRIE CRK..		0.00	67.91	

Vendor Number / Payable #	Vendor Name / Payable Type	Post Date	Payment Date / Payable Description	Payment Type	Discount Amount / Discount Amount	Payment Amount / Payable Amount	Number
10244	WAUKESHA CO CLERK OF CIRCUIT COURT		05/06/2026	Regular	0.00	150.00	130503
042426	Invoice	05/06/2026	BAIL - SEE ATTACHED		0.00	150.00	
11507	WAUKESHA CO REGISTER OF DEEDS		05/20/2026	Regular	0.00	30.00	130612
APRIL 2026	Invoice	05/20/2026	ACCT #109 NTCE OF PNDNCY - VACATE R...		0.00	30.00	
11515	WAUKESHA COUNTY TREASURER		05/06/2026	Regular	0.00	34,222.95	130518
CINV2026-01595	Invoice	05/06/2026	CUS-10004 2026 DIGITAL RADIO SYS COSTS		0.00	34,222.95	
11515	WAUKESHA COUNTY TREASURER		05/20/2026	Regular	0.00	31.43	130613
CINV2026-01892	Invoice	05/20/2026	CUS-10004 APRIL 2026 - PRISONER HOUSI...		0.00	31.43	
11515	WAUKESHA COUNTY TREASURER		05/27/2026	Regular	0.00	1,188.60	130658
CINV2026-02021	Invoice	05/27/2026	CUS-10004 FEBRUARY & APRIL 2025 ELECT...		0.00	1,188.60	
11528	WAYSIDE NURSERIES INC		05/06/2026	Regular	0.00	1,760.00	130519
215792	Invoice	05/06/2026	8 AMELANCHIER, RAINBOW PILLAR 2"		0.00	1,760.00	
11475	WCTC		05/13/2026	Regular	0.00	885.99	130555
S0892184	Invoice	05/13/2026	ACCT ID 891295 VAIROUS TRAININGS 03/...		0.00	885.99	
11529	WE ENERGIES		05/06/2026	Regular	0.00	2,516.27	130520
5890712060	Invoice	05/06/2026	ACCT 0714660413-00008 03/13-04/13/20...		0.00	31.15	
5901879214	Invoice	05/06/2026	ACCT 0714660413-00002 03/23-04/22/20...		0.00	228.55	
5902408271	Invoice	05/06/2026	ACCT 0714660413-00013 03/23-04/22/20...		0.00	488.32	
5905048940	Invoice	05/06/2026	ACCT 0709584940-00001 03/25-04/25/20...		0.00	310.88	
5907182813	Invoice	05/06/2026	ACCT 0705716154-00001 03/26-04/27/20...		0.00	1,457.37	
11529	WE ENERGIES		05/13/2026	Regular	0.00	6,417.41	130557
5902947095	Invoice	05/13/2026	ACCT 0714660413-00006 03/25-04/26/20...		0.00	10.89	
5903771400	Invoice	05/13/2026	ACCT 0714660413-00014 03/25-04/26/20...		0.00	2,007.88	
5904033530	Invoice	05/13/2026	ACCT 0700250367-00005 03/25-04/26/20...		0.00	324.91	
5905700361	Invoice	05/13/2026	ACCT 0714660413-00012 03/25-04/26/20...		0.00	452.00	
5906887306	Invoice	05/13/2026	ACCT 0708307391-00001 03/25-04/27/20...		0.00	292.21	
5908244945	Invoice	05/13/2026	ACCT 0713060793-00001 03/27-04/28/20...		0.00	978.54	
5908320148	Invoice	05/13/2026	ACCT 0714660413-00004 03/27-04/28/20...		0.00	10.89	
5908345457	Invoice	05/13/2026	ACCT 0709584940-00004 03/27-04/28/20...		0.00	989.52	
5908385176	Invoice	05/13/2026	ACCT 0714660413-00010 03/27-04/28/20...		0.00	190.01	
5909426281	Invoice	05/13/2026	ACCT 0709584940-00002 03/27-04/28/20...		0.00	1,144.47	
5910068472	Invoice	05/13/2026	ACCT 0714660413-00001 03/30-04/29/20...		0.00	16.09	
11529	WE ENERGIES		05/20/2026	Regular	0.00	49.47	130614
5912161449	Invoice	05/20/2026	ACCT 0714660413-00009 03/31-04/30/20...		0.00	10.23	
5914813355	Invoice	05/20/2026	ACCT 0703477372-00001 04/01-05/03/20...		0.00	10.89	
5917729686	Invoice	05/20/2026	ACCT 0706134973-00001 ST LGHTS NE CR...		0.00	17.13	
5921277054	Invoice	05/20/2026	ACCT 0709584940-00003 04/01-05/07/20...		0.00	11.22	
11529	WE ENERGIES		05/27/2026	Regular	0.00	1,580.69	130659
5910221864	Invoice	05/27/2026	0708949780-00001 03/30-4/29/2026		0.00	743.89	
5918649396	Invoice	05/27/2026	ACCT 0714660413-00007 04/06-05/05/20...		0.00	9.90	
5921348895	Invoice	05/27/2026	ACCT 0714660413-00005 03/27-04/28/20...		0.00	10.89	
5922883593	Invoice	05/27/2026	ACCT 0700250367-00003 04/08-05/07/20...		0.00	24.39	
5924475462	Invoice	05/27/2026	ACCT 0714660413-00011 04/10-05/10/20...		0.00	11.35	
5928580470	Invoice	05/27/2026	ACCT 0700250367-00001 04/14-05/12/20...		0.00	766.43	
5928749541	Invoice	05/27/2026	ACCT 0714660413-00008 04/14-05/12/20...		0.00	13.84	
16291	WI ASSOC OF HOMICIDE INVESTIGATORS		05/27/2026	Regular	0.00	1,185.00	130669
829	Invoice	05/27/2026	2026 CONF REG FRANKE, MOSS & RICH 04...		0.00	1,185.00	
11550	WI BUILDING INSPECTIONS LLP		05/20/2026	Regular	0.00	52,507.83	130615
APRIL 2026	Invoice	05/20/2026	PERMITS APRIL 2026		0.00	52,507.83	

Vendor Number / Payable #	Vendor Name / Payable Type	Post Date	Payment Date / Payable Description	Payment Type	Discount Amount / Discount Amount	Payment Amount / Payable Amount	Number
14507	WI DEPT OF REVENUE - GARNISHMENT BANK D		05/01/2026	Bank Draft	0.00	447.40	DFT0001611
050126	Invoice	05/01/2026	WAGE ATTACHMENT		0.00	447.40	
12005	WI DEPT OF REVENUE - SALES TAX		05/08/2026	Bank Draft	0.00	42,980.81	DFT0001615
050826	Invoice	05/08/2026	MUNICIPAL LIGHT, HEAT & POWER		0.00	42,980.81	
12005	WI DEPT OF REVENUE - SALES TAX		05/20/2026	Bank Draft	0.00	34,244.43	DFT0001626
052026	Invoice	05/20/2026	APRIL SALES TAX		0.00	34,244.43	
12019	WI DEPT OF REVENUE - STATE WITHHOLDING		05/15/2026	Bank Draft	0.00	20,465.47	DFT0001624
051526	Invoice	05/15/2026	WITHHOLDING TAX		0.00	20,465.47	
12019	WI DEPT OF REVENUE - STATE WITHHOLDING		05/29/2026	Bank Draft	0.00	40,425.33	DFT0001634
052926	Invoice	05/29/2026	WITHHOLDING TAX		0.00	40,425.33	
11581	WI STATE LABORATORY OF HYGIENE		05/13/2026	Regular	0.00	400.00	130558
842245	Invoice	05/13/2026	ACCT 1000023180 PFAS IN WATER BY EPA...		0.00	400.00	
16264	WILLIAM G SUECHTING III		05/04/2026	Regular	0.00	-426.00	130494
16264	WILLIAM G SUECHTING III		05/06/2026	Regular	0.00	426.00	130529
001	Invoice	04/29/2026	ANNUAL TUNE UP, INNER TUBES/CHESTER...		0.00	213.00	
002	Invoice	04/29/2026	ANNUAL TUNE UP, INNER TUBES/CHESTER...		0.00	213.00	
12020	WIND RIVER FINANCIAL		05/04/2026	Bank Draft	0.00	200.50	DFT0001616
04-26	Invoice	05/04/2026	APRIL 2026		0.00	200.50	
12004	WISCONSIN DEFERRED COMPENSATION PROGR		05/14/2026	Bank Draft	0.00	16,924.65	DFT0001623
051426	Invoice	05/14/2026	DEFERRED COMP		0.00	16,924.65	
12004	WISCONSIN DEFERRED COMPENSATION PROGR		05/27/2026	Bank Draft	0.00	17,589.65	DFT0001631
052726	Invoice	05/27/2026	DEFERRED COMP		0.00	17,589.65	
11601	WISCONSIN DNR		05/27/2026	Regular	0.00	3,000.00	130660
26ESR05355	Invoice	05/27/2026	FACILITY ID 268593160 STORMWATER M...		0.00	3,000.00	
11619	WISCONSIN SUPPORT COLLECTIONS		05/13/2026	Regular	0.00	1,450.95	130593
INV0001159	Invoice	05/15/2026	ID# 8710003		0.00	400.00	
INV0001160	Invoice	05/15/2026	ID# 8612209 (Case ID 1424FA000246)		0.00	345.26	
INV0001161	Invoice	05/15/2026	ID# 2197481 Child Support		0.00	521.07	
INV0001162	Invoice	05/15/2026	ID#3291421		0.00	184.62	
11619	WISCONSIN SUPPORT COLLECTIONS		05/27/2026	Regular	0.00	1,450.95	130676
INV0001164	Invoice	05/29/2026	ID# 8710003		0.00	400.00	
INV0001165	Invoice	05/29/2026	ID# 8612209 (Case ID 1424FA000246)		0.00	345.26	
INV0001166	Invoice	05/29/2026	ID# 2197481 Child Support		0.00	521.07	
INV0001167	Invoice	05/29/2026	ID#3291421		0.00	184.62	
11637	WPPI ENERGY		05/28/2026	Bank Draft	0.00	1,252,309.98	DFT0001630
20-42026	Invoice	05/28/2026	APRIL 2026		0.00	1,252,309.98	

Bank Code APBNK Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	285	179	0.00	1,611,888.10
Manual Checks	0	0	0.00	0.00
Voided Checks	0	3	0.00	-5,435.81
Bank Drafts	368	23	0.00	2,247,794.54
EFT's	16	15	0.00	2,001.62
	669	**220**	**0.00**	**3,856,248.45**

All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	285	179	0.00	1,611,888.10
Manual Checks	0	0	0.00	0.00
Voided Checks	0	3	0.00	-5,435.81
Bank Drafts	368	23	0.00	2,247,794.54
EFT's	16	15	0.00	2,001.62
	669	**220**	**0.00**	**3,856,248.45**

Fund Summary

Fund	Name	Period	Amount
999	POOLED CASH	5/2026	3,856,248.45
			3,856,248.45

MEMORANDUM

CLERK

Date: June 16, 2026

To: Mayor, Common Council and Protection & Welfare Committee

From: Gina Kozlik, Clerk

Re: Renewal of 2026 - 2027 Taxicab Vehicle License – Oconomowoc Silver Streak

RELATES TO THE STRATEGIC PLAN

Strategic Goal – N/A

BACKGROUND

An application for Taxicab License renewal has been received from Oconomowoc Silver Streak Inc. for four (4) Taxi vehicles. The Applicant has provided proof of insurance and submitted the vehicles for inspection to the Police Department per Municipal Code 12.12, and the Police Department has returned inspection approvals.

ADDITIONAL ANALYSIS

The Protection and Welfare Committee shall review the application and provide recommendation to Council for final approval.

FINANCIAL IMPACT

N/A

COMMITTEE RECOMMENDATION

Motion to recommend to the Common Council.

SUGGESTED COMMON COUNCIL MOTION

Consent Agenda item. Motion to approve the Consent Agenda.

MEMORANDUM

DEPARTMENT - ELECTRIC UTILITY

Date: May 29, 2026

To: Mayor and Common Council

From: Mark Frye, City Administrator

Re: Consider/act on Electric Easement Agreement between City of Oconomowoc and DC Real Estate Holdings, LLC

Tax Key: OCOC 0635-999-028

RELATES TO THE STRATEGIC PLAN

Strategic Goal – Easement is for Oconomowoc Utilities to have access to the new cell tower.

BACKGROUND

ADDITIONAL ANALYSIS

FINANCIAL IMPACT

RECOMMENDATION

SUGGESTED MOTION

Consent agenda item: Move to approve the consent agenda.

P:/Committee and Council/Easement Docs/ Electric Utility Agreement between City of Oconomowoc and DC Real Estate Holdings LLC OCOC 0635-999-028

Document Number

ELECTRIC UTILITY EASEMENT AGREEMENT

This Electric Utility Easement Agreement is entered into by DC Real Estate Holdings, LLC (the "Owner"), a Wisconsin limited liability company, and the City of Oconomowoc (the "City).

RECITALS:

A. The Owner is the fee holder of certain real property in the City of Oconomowoc, Waukesha County, Wisconsin, as more particularly described on Exhibit A attached hereto.

B. The City has requested that the Owner grant a permanent easement (the "Easement") over, under and across a portion of Owner's property, which Easement is described on the attached legal description (Exhibit B-1) and shown on the attached sketch (Exhibit B), both of which are incorporated herein by reference (the "Utility Easement Area").

Recording Area

Name and Return Address:
City Clerk
City of Oconomowoc
174 East Wisconsin Ave.
Oconomowoc, WI 53066

OCOC TAX KEY #
OCOC 0635-999-028

Parcel Identification Number (PIN)

AGREEMENT:

For good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. Grant of Easement. The Owner grants to the City and its licensees a perpetual easement and right-of-way to construct, reconstruct, maintain, operate, supplement and/or remove electric facilities consisting of cables, wires, and other related fixtures, equipment and appurtenances that may from time to time be required, with the right of ingress and egress for the purpose of this grant. All electric cable shall be located below grade.

2. Indemnification. The City shall indemnify the Owner from and against all loss, costs, injury, death or damage to persons or property that at any time during the term of this Agreement may be suffered or sustained by any person or entity in connection with the City's activities conducted on the Property.

3. Consistent Uses Allowed. The Owner reserves the right to use the Easement for purposes that will not interfere with the City's full enjoyment of the Easement rights granted in this Agreement. Grade shall not change greater than 6-in without written approval from City. Transformers shall have 10-ft clearance on front, and 3-ft clearance on all sides. Access to transformers shall be clear.

4. Restoration of Surface. The City shall restore the surface disturbed by any construction or maintenance activities within the Easement to its condition before the disturbance, excluding colored or stamped concrete, trees, shrubs, or any decorative landscaping.

5. Covenants Run with Land. All of the terms and conditions in this Agreement, including the benefits and burdens, shall run with the land and shall be binding upon, inure to the benefit of, and be enforceable by the Owner and the City and their respective successors and assigns.

6. Non-Use. Non-use or limited use of the Easement rights granted in this Agreement shall not prevent the benefiting party from later use of the Easement rights to the fullest extent authorized in this Agreement.

7. Governing Law. This Agreement shall be construed and enforced in accordance with the internal laws of the State of Wisconsin.

8. Entire Agreement. This Agreement sets forth the entire understanding of the parties and may not be changed except by a written document executed and acknowledged by all parties to this Agreement and duly recorded in the office of the Register of Deeds for Waukesha County, Wisconsin.

9. Notices. All notices to either party to this Agreement shall be delivered in person or sent by certified mail, postage prepaid, return receipt requested, to the other party at that party's last known address. If the other party's address is not known to the party desiring to send a notice, the party sending the notice may use the address to which the other party's property tax bills are sent. Either party may change its address for notice by providing written notice to the other party.

10. Invalidity. If any term or condition of this Agreement, or the application of this Agreement to any person or circumstances, shall be deemed invalid or unenforceable, the remainder of this Agreement, or the application of the term or condition to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby; and each term and condition shall be valid and enforceable to the fullest extent permitted by law.

11. Waiver. No delay or omission by any party in exercising any right or power arising out of any default under any of the terms or conditions of this Agreement shall be construed to be a waiver of the right or power. A waiver by a party of any of the obligations of the other party shall not be construed to be a waiver of any breach of any other terms or conditions of this Agreement.

12. Enforcement. Enforcement of this Agreement may be by proceedings at law or in equity against any person or persons violating or attempting or threatening to violate any term or condition in this Agreement, either to restrain or prevent the violation or to obtain any other relief. If a suit is brought to enforce this Agreement, the prevailing party shall be entitled to recover its costs, including reasonable attorney fees, from the non-prevailing party.

13. No Public Dedication. Nothing in this Agreement shall be deemed to be a gift or dedication of any portion of the easements granted under this Agreement to the general public or for any public purpose whatsoever.

14. Severability. If any term or condition of this Declaration or the application of this Declaration to any person or circumstance shall be deemed invalid or unenforceable, the remainder of this Declaration or the application of the term or condition to persons or circumstances other than those to which it is held invalid or unenforceable shall not be affected thereby, and each term and condition shall be valid and enforceable to the fullest extent permitted by law.

DC Real Estate Holdings, LLC

DATED: 4/29/24 By: Thomas W. Kelenic

Print Name: Thomas Kelenic

Thomas W. Kelenic

DATED:_____ CITY OF OCONOMOWOC

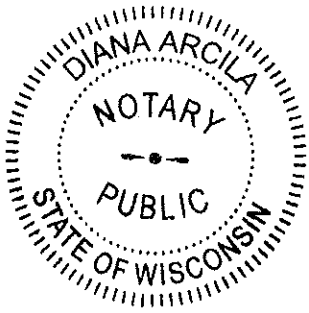
By:_____

Matt Rosek, Mayor

ATTEST:

_____

Gina Kozlik, Clerk



ACKNOWLEDGMENT

STATE OF WISCONSIN)
ss
COUNTY OF WAUKESHA)

Personally came before me this 29 day of April, 2026, the above-named Thomas Kelenic, to me known to be as a member of DC Real Estate Holdings, LLC, and to me known to be the person who executed the foregoing instrument and acknowledged the same.

Notary Public
Waukesha County, Wisconsin
My Commission expires: 03/03/29

ACKNOWLEDGMENT

STATE OF WISCONSIN)
ss
COUNTY OF WAUKESHA)

Personally came before me this ____ day of _____, 2026, the above-named

Matt Rosek and Gina Kozlik, to me known to be the Mayor and Clerk respectively of the City of Oconomowoc, and to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Notary Public
Printed Name :_____
Waukesha County, Wisconsin
My Commission expires:_____

Instrument drafted by: City of Oconomowoc Utilities
Instrument Reviewed by : H.Stanley Riffle, City Attorney

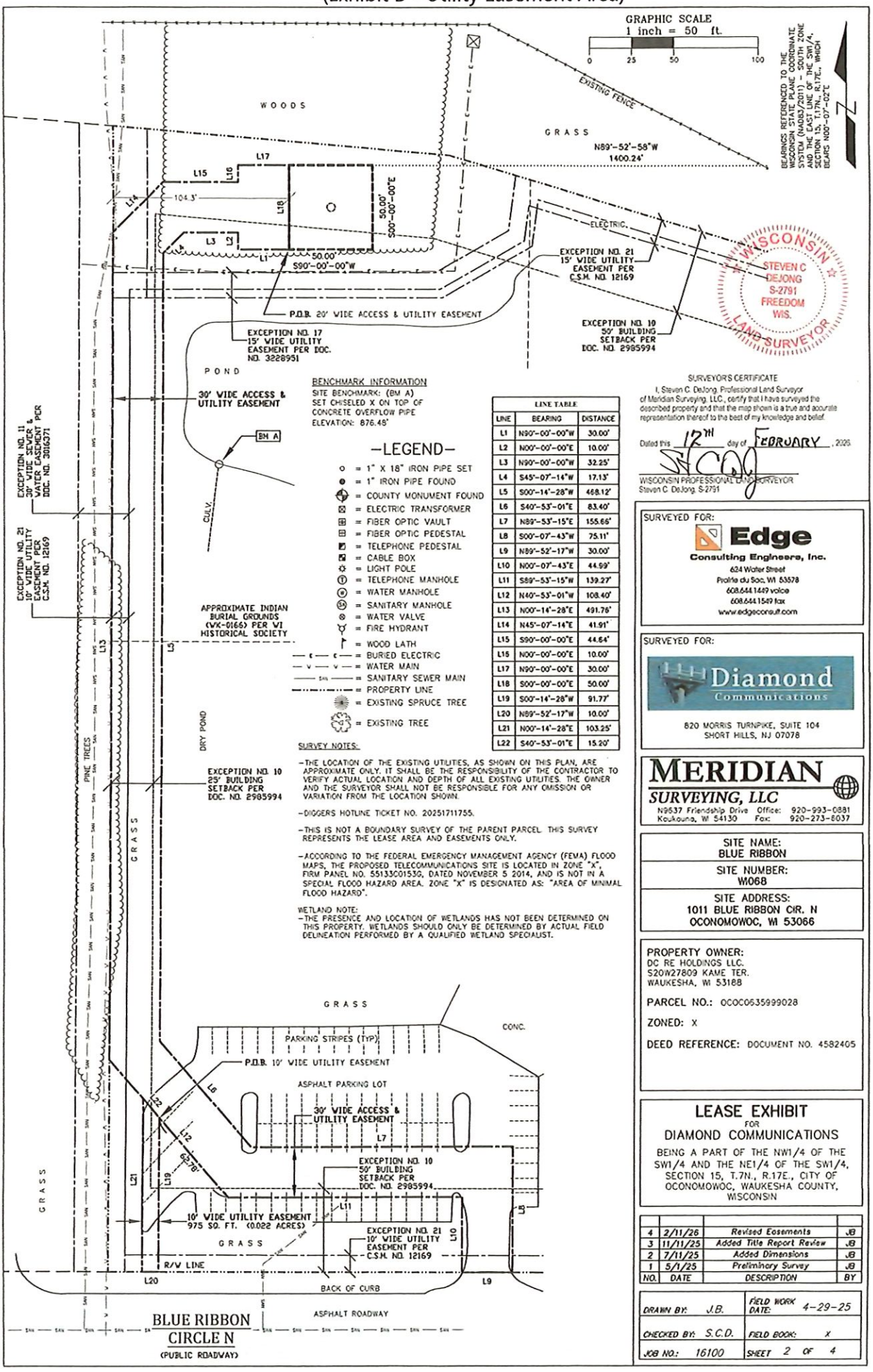
EXHIBIT A

LEGAL DESCRIPTON OF PROPERTY

LOT 1 CSM #12169 VOL 124/250 REC AS DOC #4582336 BEING DIV PT PARCEL 3 CSM #9598 PT NW1/4, NE1/4 & SE1/4 OF SW1/4 SEC 15 T7N R17E

Property Address: 1011 Blue Ribbon Cir N., Oconomowoc, WI 53066

(Exhibit B - Utility Easement Area)



BENCHMARK INFORMATION
SITE BENCHMARK: (BM A)
SET CHISELED X ON TOP OF CONCRETE OVERFLOW PIPE
ELEVATION: 876.48'

-LEGEND-

- o = 1" X 18" IRON PIPE SET
- ● = 1" IRON PIPE FOUND
- ⊕ = COUNTY MONUMENT FOUND
- ⊠ = ELECTRIC TRANSFORMER
- ⊞ = FIBER OPTIC VAULT
- ⊞ = FIBER OPTIC PEDESTAL
- ◩ = TELEPHONE PEDESTAL
- ◪ = CABLE BOX
- ☼ = LIGHT POLE
- Ⓣ = TELEPHONE MANHOLE
- Ⓦ = WATER MANHOLE
- Ⓢ = SANITARY MANHOLE
- ⊗ = WATER VALVE
- = FIRE HYDRANT
- = WOOD LATH
- — E — E — = BURIED ELECTRIC
- — W — W — = WATER MAIN
- — SAN — = SANITARY SEWER MAIN
- = PROPERTY LINE
- = EXISTING SPRUCE TREE
- = EXISTING TREE

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N90°-00'-00"W	30.00'
L2	N00°-00'-00"E	10.00'
L3	N90°-00'-00"W	32.25'
L4	S45°-07'-14"W	17.13'
L5	S00°-14'-28"W	468.12'
L6	S40°-53'-01"E	83.40'
L7	N89°-53'-15"E	155.66'
L8	S00°-07'-43"W	75.11'
L9	N89°-52'-17"W	30.00'
L10	N00°-07'-43"E	44.99'
L11	S89°-53'-15"W	139.27'
L12	N40°-53'-01"W	108.40'
L13	N00°-14'-28"E	491.76'
L14	N45°-07'-14"E	41.91'
L15	S90°-00'-00"E	44.64'
L16	N00°-00'-00"E	10.00'
L17	N90°-00'-00"E	30.00'
L18	S00°-00'-00"E	50.00'
L19	S00°-14'-28"W	91.77'
L20	N89°-52'-17"W	10.00'
L21	N00°-14'-28"E	103.25'
L22	S40°-53'-01"E	15.20'

SURVEY NOTES:

-THE LOCATION OF THE EXISTING UTILITIES, AS SHOWN ON THIS PLAN, ARE APPROXIMATE ONLY. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY ACTUAL LOCATION AND DEPTH OF ALL EXISTING UTILITIES. THE OWNER AND THE SURVEYOR SHALL NOT BE RESPONSIBLE FOR ANY OMISSION OR VARIATION FROM THE LOCATION SHOWN.

-DIGGERS HOTLINE TICKET NO. 20251711755.

-THIS IS NOT A BOUNDARY SURVEY OF THE PARENT PARCEL. THIS SURVEY REPRESENTS THE LEASE AREA AND EASEMENTS ONLY.

-ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FLOOD MAPS, THE PROPOSED TELECOMMUNICATIONS SITE IS LOCATED IN ZONE "X", FIRM PANEL NO. 55133C0153G, DATED NOVEMBER 5 2014, AND IS NOT IN A SPECIAL FLOOD HAZARD AREA. ZONE "X" IS DESIGNATED AS: "AREA OF MINIMAL FLOOD HAZARD".

WETLAND NOTE:
-THE PRESENCE AND LOCATION OF WETLANDS HAS NOT BEEN DETERMINED ON THIS PROPERTY. WETLANDS SHOULD ONLY BE DETERMINED BY ACTUAL FIELD DELINEATION PERFORMED BY A QUALIFIED WETLAND SPECIALIST.

SURVEYOR'S CERTIFICATE

I, Steven C. DeJong, Professional Land Surveyor of Meridian Surveying, LLC., certify that I have surveyed the described property and that the map shown is a true and accurate representation thereof to the best of my knowledge and belief.

Dated this 12TH day of FEBRUARY, 2026.

WISCONSIN PROFESSIONAL LAND SURVEYOR
Steven C. DeJong, S-2791

WISCONSIN
STEVEN C DEJONG
S-2791
FREEDOM
WIS.
LAND SURVEYOR

SURVEYED FOR:

Edge
Consulting Engineers, Inc.
624 Water Street
Prairie du Sac, WI 53578
608.644.1449 voice
608.644.1549 fax
www.edgeconsult.com

SURVEYED FOR:

Diamond Communications
820 MORRIS TURNPIKE, SUITE 104
SHORT HILLS, NJ 07078

MERIDIAN
SURVEYING, LLC
N9637 Friendship Drive Office: 920-993-0881
Koukouna, WI 54130 Fax: 920-273-6037

SITE NAME:
BLUE RIBBON

SITE NUMBER:
WI068

SITE ADDRESS:
1011 BLUE RIBBON CIR. N
OCONOMOWOC, WI 53066

PROPERTY OWNER:
DC RE HOLDINGS LLC.
S20W27809 KAME TER.
WAUKESHA, WI 53188

PARCEL NO.: 0COC0535999028

ZONED: X

DEED REFERENCE: DOCUMENT NO. 4582405

LEASE EXHIBIT

FOR

DIAMOND COMMUNICATIONS

BEING A PART OF THE NW1/4 OF THE SW1/4 AND THE NE1/4 OF THE SW1/4, SECTION 15, T.7N., R.17E., CITY OF OCONOMOWOC, WAUKESHA COUNTY, WISCONSIN

NO.	DATE	DESCRIPTION	BY
4	2/11/26	Revised Easements	JB
3	11/11/25	Added Title Report Review	JB
2	7/11/25	Added Dimensions	JB
1	5/1/25	Preliminary Survey	JB

DRAWN BY: J.B.	FIELD WORK DATE: 4-29-25
CHECKED BY: S.C.D.	FIELD BOOK: X
JOB NO.: 16100	SHEET 2 OF 4

Exhibit B-1

30' WIDE UTILITY EASEMENT

BEING A PART OF LOT ONE (1) OF CERTIFIED SURVEY MAP NO. 12169 AS RECORDED IN BOOK 124 ON PAGES 250-255 AS DOCUMENT NO. 4582336, LOCATED IN THE NORTHWEST QUARTER (NW1/4) OF THE SOUTHWEST QUARTER (SW1/4) OF SECTION FIFTEEN (15), TOWNSHIP SEVEN (7) NORTH , RANGE SEVENTEEN (17) EAST, CITY OF OCONOMOWOC, WAUKESHA COUNTY, WISCONSIN CONTAINING 27,039 SQUARE FEET (0.621 ACRES) OF LAND AND BEING DESCRIBED BY:

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 15; THENCE N00°-07'-02"E 2266.14 FEET ALONG THE EAST LINE OF THE SW1/4 OF SAID SECTION 15; THENCE N89°-52'-58"W 1400.24 FEET; THENCE S00°-00'-00"E 50.00 FEET; THENCE S90°-00'-00"W 50.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING S90°-00'-00"W 30.00 FEET; THENCE N00°-00'-00"E 10.00 FEET; THENCE N90°-00'-00"W 32.25 FEET; THENCE S45°-07'-14"W 17.13 FEET; THENCE S00°-14'-28"W 468.12 FEET; THENCE S40°-53'-01"E 83.40 FEET; THENCE N89°-53'-15"E 155.66 FEET; THENCE S00°-07'-43"W 75.11 FEET TO A POINT ON THE NORTH LINE OF BLUE RIBBON CIRCLE; THENCE N89°-52'-17"W 30.00 FEET ALONG SAID NORTH LINE OF BLUE RIBBON CIRCLE; THENCE N00°-07'-43"E 44.99 FEET; THENCE S89°-53'-15"W 139.27 FEET; THENCE N40°-53'-01"W 108.40 FEET; THENCE N00°-14'-28"E 491.76 FEET; THENCE N45°-07'-14"E 41.91 FEET; THENCE S90°-00'-00"E 44.64 FEET; THENCE N00°-00'-00"W 10.00 FEET; THENCE N90°-00'-00"E 30.00 FEET; THENCE S00°-00'-00"E 50.00 FEET TO THE POINT OF BEGINNING. BEING SUBJECT TO ANY AND ALL EASEMENTS AND RESTRICTIONS OF RECORD.

Planning Staff Report

City of Oconomowoc

Plan Commission –6/3/2026

Arrowood Subdivision

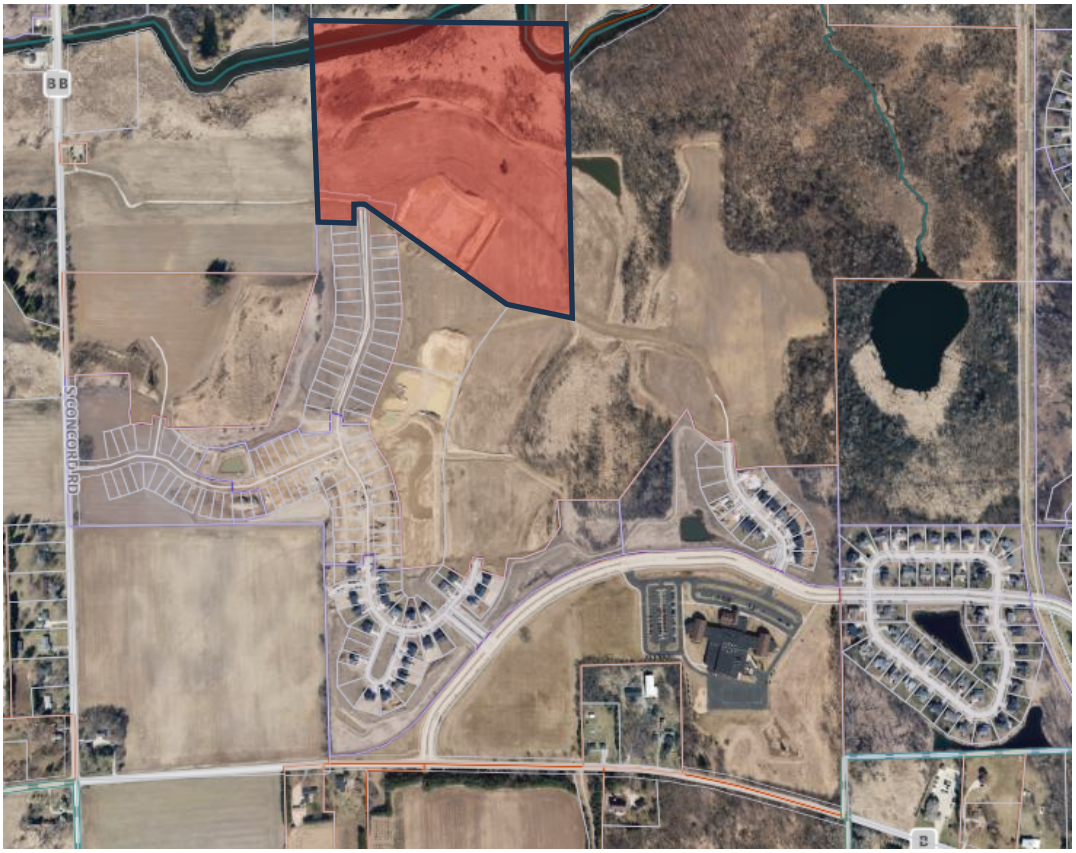
Final Plat – Phase 5

Summary: An application was submitted for the Final Plat (fifth phase) for a single-family residential subdivision creating 36 single-family lots (Lots 133-168), and 1 outlot (Outlot 17). The lands are located along.

Property Location: Arrowood Subdivision, Arrowood Circle East and Charter Oak Court. (see location map below)

Property Owner & Applicant: VH Arrowood LLC
Veridian Homes – Matt Cudney
6801 South Town Drive
Madison, WI 53713

Current Zoning: SR / PD - Suburban Residential w/ Planned Development Overlay
Zoning to a Planned Development Overlay approved July 2021

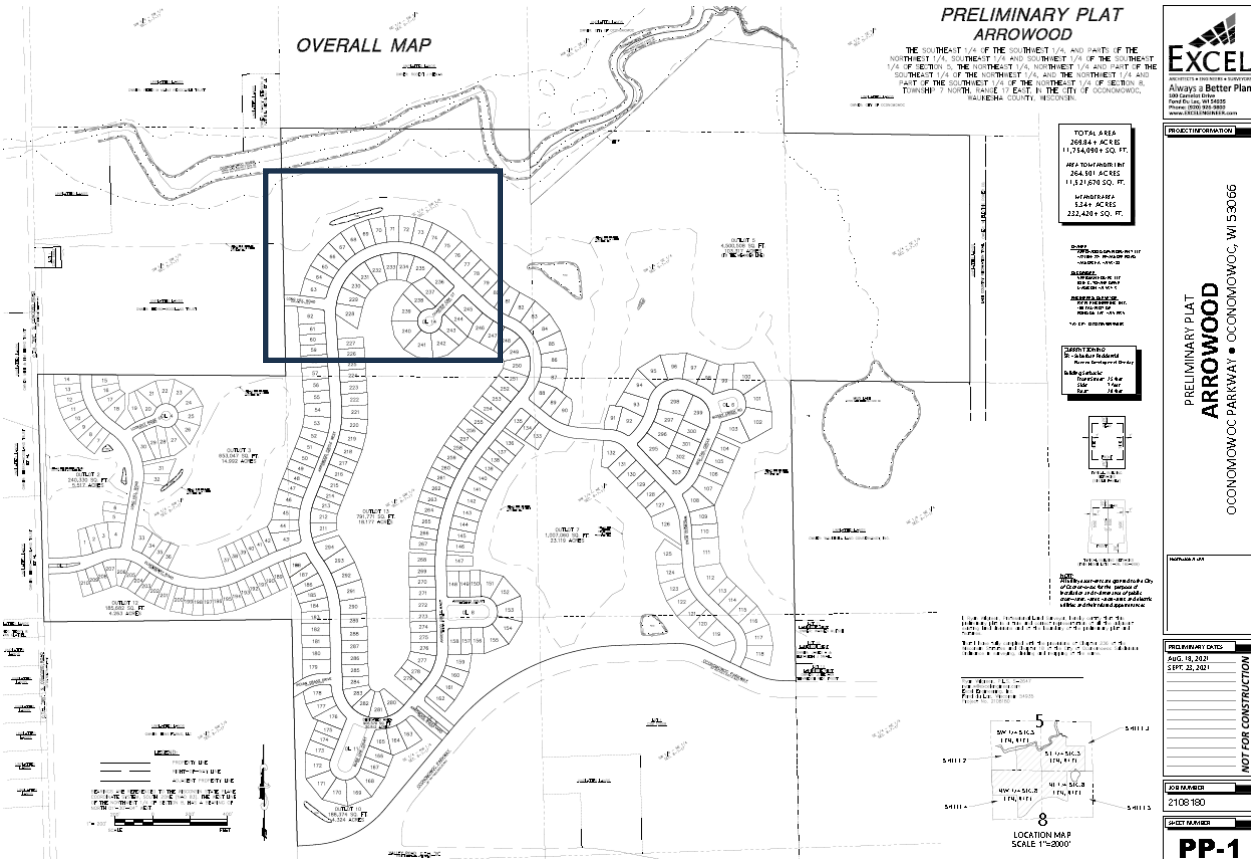


Location Map

History (Zoning & Preliminary Plat):

The property zoning was changed from conventional SR – Suburban Residential to SR with a Planned Development (PD) overlay was approved by both the Plan Commission and Common Council in July 2021. This zoning approved a general development plan.

The preliminary plat for 303 dwelling units was approved by the Plan Commission and Common Council in November 2021. Since that time, the applicants have had the developer's agreement approved and have been installing infrastructure.



The final plats were approved for Phases I - 4. Since then, infrastructure continues to be installed and dwellings are under construction.

Land Use Plan:

The City's Comprehensive Land Use Plan shows the proposed land use for this area as "Suburban Residential". The plan identifies this area as Suburban Residential, that allows for single-family residential uses up to 3 dwelling units per acre. Action on the final plat would be consistent with the City's Comprehensive Plan and the preliminary plat.

Lot Sizes & Layout:

These lots received zoning flexibility with the approval of the Planned Development Overlay. The sizes and layout conform with the preliminary plat.

All lots will have access to the newly installed Arrowood Circle East and Charter Oak Court.

Planned Development Exemptions:

The project was approved with a Planned Development overlay.
The exemptions under the SR zoning include the following:

	Required	Proposed
Lot Width	70’	56’ (regular lots)
Side Yard setback	10’	7’ (regular lots)
Sidewalks	Both sides	Not on cul-de-sacs
Street Yard (corner)	25’	20’

Other Reviewing Agencies:

Planning is expecting to receive approvals for the plat from the State. Planning has received approval letter for this plat from Waukesha County.

Timelines:

The final plat was received and deemed complete on **May 13, 2026**. The City, including action by the Common Council, has 60 calendar days to act on the plat or else it is deemed automatically approved, unless there is an agreed upon extension. The City has until July 12, 2026, to act on the plat. Due to the timing of the second Council meeting in July, **the Plan Commission must act in June** so the Council can then act on June 16th.

Planning Comments:

Planning staff supports the final plat for Arrowood Subdivision – Phase 5.

The Plat was reviewed by City staff and all technical items have been addressed.

Recommendation:

Plan Commission **Recommend** the final plat for Arrowood Subdivision (Phase 5) located at Arrowood Circle East and Charter Oak Court.

Submitted by: Jason Gallo

Jason Gallo, AICP
City Planner/Zoning Administrator

There are no objections to this plat with respect to Secs. 236.15, 236.16, 236.20 and 236.21(1) and (2), Wis Stats. as provided by s. 236.12, Wis. Stats.

Certified _____, 20____

Department of Administration

ARROWOOD PHASE 5

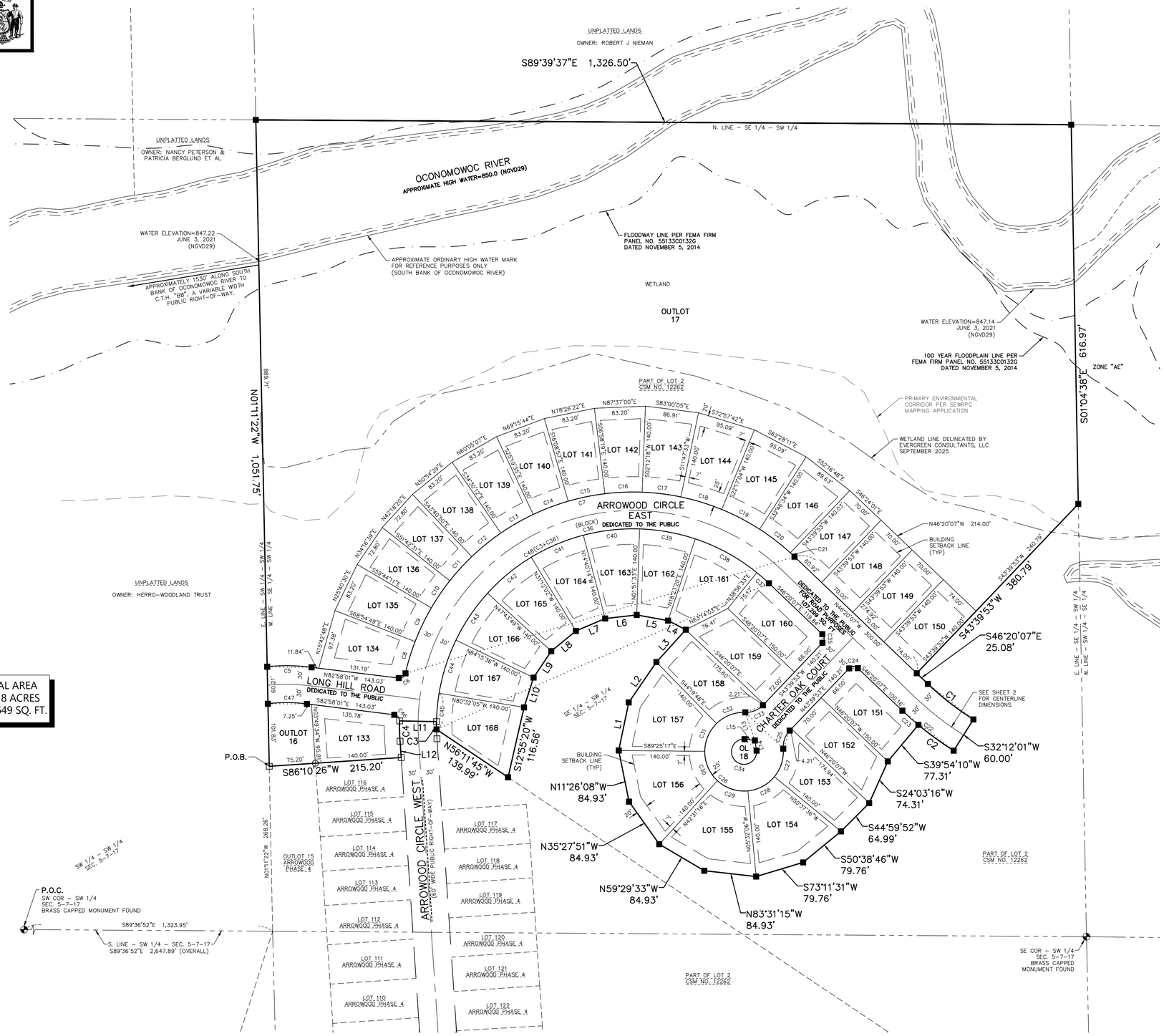
PART OF LOT 2 OF CERTIFIED SURVEY MAP NO. 12262,
BEING PART OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF
SECTION 5, TOWNSHIP 7 NORTH, RANGE 17 EAST,
CITY OF OCONOMOWOC, WAUKESHA COUNTY, WISCONSIN

ISSUED DATE: APRIL 17, 2026
REVISED DATE: MAY 13, 2026
REVISED DATE: JUNE 4, 2026

PARCEL TABLE		
LOT	SQ. FT.	ACRES
133	11,549	0.265
134	11,084	0.254
135	9,998	0.230
136	8,765	0.201
137	8,765	0.201
138	9,998	0.230
139	9,998	0.230
140	9,998	0.230
141	9,998	0.230
142	9,998	0.230
143	10,436	0.240
144	11,398	0.262
145	11,398	0.262
146	10,585	0.243
147	9,798	0.225
148	9,800	0.225
149	9,800	0.225
150	10,360	0.238

PARCEL TABLE		
LOT	SQ. FT.	ACRES
151	11,202	0.257
152	11,373	0.261
153	11,145	0.256
154	14,345	0.329
155	15,228	0.350
156	15,228	0.350
157	14,345	0.329
158	11,588	0.266
159	11,721	0.269
160	11,608	0.266
161	11,632	0.267
162	10,162	0.233
163	10,162	0.233
164	10,162	0.233
165	10,162	0.233
166	10,162	0.233
167	10,003	0.230
168	11,782	0.270

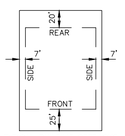
PARCEL TABLE		
OUTLOT	SQ. FT.	ACRES
16	7,309	0.168
17	808,941	18.571
18	1,361	0.031



Line Table		
Line	Direction	Length
L1	N11°51'05"E	79.76'
L2	N34°23'50"E	79.76'
L3	N42°16'43"E	71.11'
L4	N62°52'01"W	32.45'
L5	N79°52'33"W	51.75'
L6	S83°35'39"W	51.75'
L7	S67°03'52"W	51.75'
L8	S50°32'05"W	51.75'

Line Table		
Line	Direction	Length
L9	S34°00'18"W	51.75'
L10	S17°36'09"W	50.96'
L11	N88°51'13"W	60.00'
L12	S03°49'34"E	26.60'
L13	N18°45'34"W	48.13'
L14	S09°48'54"E	16.84'
L15	S82°51'20"E	16.84'

Curve Table						
Curve	Length	Radius	Chord Bearing	Chord Length	Delta	Tangent	Tangent
C1	94.04'	470.00'	N52°04'03"W	93.88'	011°27'51"	N46°20'07"W	N57°47'59"W
C2	71.25'	530.00'	N53°56'54"W	71.20'	007°42'09"	N50°05'50"W	N57°47'59"W
C3	12.53'	320.00'	N00°01'29"E	12.53'	002°14'35"	N01°08'47"E	N01°05'49"W
C4	32.98'	380.00'	S01°20'24"E	32.97'	004°58'20"	S01°08'47"W	S03°49'34"E
C5	72.31'	330.00'	N89°14'39"W	72.16'	012°33'15"	N82°58'01"W	S84°28'44"W
C6	14.68'	10.00'	S54°58'35"W	13.40'	084°06'47"	N82°58'01"W	S12°55'12"W
C7	800.81'	380.00'	S73°17'32"W	660.63'	120°44'41"	N46°20'07"W	S12°55'12"W
C8	54.16'	380.00'	S17°00'11"W	54.12'	008°09'59"	S12°55'12"W	S21°05'11"W
C9	60.87'	380.00'	S25°40'30"W	60.80'	009°10'38"	S21°05'11"W	S30°15'49"W
C10	53.24'	380.00'	S34°16'39"W	53.20'	008°01'41"	S30°15'49"W	S38°17'29"W
C11	53.24'	380.00'	S42°18'20"W	53.20'	008°01'41"	S38°17'29"W	S46°19'10"W
C12	60.87'	380.00'	S50°54'29"W	60.80'	009°10'38"	S46°19'10"W	S55°29'48"W
C13	60.87'	380.00'	S60°05'07"W	60.80'	009°10'38"	S55°29'48"W	S64°40'25"W
C14	60.87'	380.00'	S69°15'44"W	60.80'	009°10'38"	S64°40'25"W	S73°51'03"W
C15	60.87'	380.00'	S78°26'22"W	60.80'	009°10'38"	S73°51'03"W	S83°01'41"W
C16	60.87'	380.00'	S87°37'00"W	60.80'	009°10'38"	S83°01'41"W	N87°47'42"W
C17	63.59'	380.00'	N83°00'05"W	63.51'	009°35'14"	N87°47'42"W	N78°12'27"W
C18	69.59'	380.00'	N72°57'42"W	69.49'	010°29'31"	N78°12'27"W	N67°42'56"W
C19	69.59'	380.00'	N62°28'11"W	69.49'	010°29'31"	N67°42'56"W	N57°13'26"W
C20	63.13'	380.00'	N52°27'52"W	63.06'	009°31'08"	N57°13'26"W	N47°42'18"W
C21	9.08'	380.00'	N47°01'13"W	9.08'	001°22'10"	N47°42'18"W	N46°20'07"W
C22	106.05'	530.00'	S52°04'03"E	105.87'	011°27'51"	S46°20'07"E	S57°47'59"E
C23	34.80'	530.00'	S48°12'59"E	34.79'	003°45'43"	S50°05'50"E	S46°20'07"E
C24	15.71'	10.00'	N88°39'53"E	14.14'	090°00'00"	S46°20'07"E	N43°39'53"E
C25	31.96'	38.00'	N19°34'11"E	31.03'	048°11'23"	N43°39'53"E	N04°31'30"W
C26	308.72'	64.00'	S46°20'07"E	85.33'	276°22'46"	N88°08'45"W	N04°31'30"W
C27	49.04'	64.00'	N17°25'27"E	47.84'	043°53'54"	N04°31'30"W	N39°22'24"E
C28	50.37'	64.00'	N61°55'09"E	49.08'	045°05'30"	N39°22'24"E	N84°27'54"E
C29	53.68'	64.00'	S71°30'24"E	52.12'	048°03'24"	N84°27'54"E	S47°28'42"E
C30	53.68'	64.00'	S23°27'00"E	52.12'	048°03'24"	S47°28'42"E	S00°34'43"W
C31	50.37'	64.00'	S23°07'28"W	49.08'	045°05'30"	S00°34'43"W	S45°40'12"W
C32	51.59'	64.00'	S68°45'44"W	50.20'	046°11'03"	S45°40'12"W	N88°08'45"W
C33	31.96'	38.00'	S67°45'34"W	31.03'	048°11'23"	N88°08'45"W	S43°39'53"W
C34	99.25'	20.50'	N46°20'07"W	27.06'	277°24'01"	S05°02'08"E	S87°38'07"E
C35	15.71'	10.00'	S01°20'07"E	14.14'	090°00'00"	S43°39'53"W	S46°20'07"E
C36	740.12'	320.00'	S67°24'20"W	585.84'	132°31'06"	N46°20'07"W	S01°08'47"W
C37	26.37'	320.00'	S48°41'47"E	26.37'	004°43'20"	S46°20'07"E	S51°03'27"E
C38	114.79'	320.00'	S61°20'03"E	114.18'	020°33'13"	S51°03'27"E	S71°36'40"E
C39	92.32'	320.00'	S79°52'33"E	92.00'	016°31'47"	S71°36'40"E	S88°08'27"E
C40	92.32'	320.00'	N83°35'39"E	92.00'	016°31'47"	S88°08'27"E	N75°19'46"E
C41	92.32'	320.00'	N67°03'52"E	92.00'	016°31'47"	N75°19'46"E	N58°47'58"E
C42	92.32'	320.00'	N50°32'05"E	92.00'	016°31'47"	N58°47'58"E	N42°16'11"E
C43	92.32'	320.00'	N34°00'18"E	92.00'	016°31'47"	N42°16'11"E	N25°44'24"E
C44	90.90'	320.00'	N17°36'09"E	90.59'	016°16'29"	N25°44'24"E	N09°27'55"E
C45	58.99'	320.00'	S04°11'03"W	58.91'	010°33'43"	S09°27'55"W	S01°05'49"E
C46	14.68'	10.00'	S40°54'37"E	13.40'	084°06'47"	S01°08'47"W	S82°58'01"E
C47	63.71'	270.00'	S89°43'36"E	63.56'	013°31'10"	N83°30'49"E	S82°58'01"E
C48	752.65'	320.00'	S66°17'02"W	590.77'	134°45'41"	N46°20'07"W	S01°05'49"E



TYPICAL BUILDING SETBACKS

TOTAL AREA
30.318 ACRES
1,320,649 SQ. FT.

CURRENT ZONING:
SR - Suburban Residential
Planned Development Overlay

Building Setbacks:
Front/Street: 25 feet
Side: 7 feet
Shared Side: 0 feet
Rear: 20 feet

SURVEYOR:
RYAN WILGREEN
EXCEL ENGINEERING, INC.
100 CAMELOT DR.
FOND DU LAC, WI 54935
920.926.9800

OWNER/DEVELOPER:
VH ARROWOOD, LLC
6801 S. TOWNE DRIVE
MADISON WI 53713

PART OF TAX KEY OCOC0596995009

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Fond Du Lac, WI 54935
Phone: (920) 926-9800
www.EXCELENGINEER.com
JOB NO. 250339900

ANY LAND BELOW THE ORDINARY HIGH WATER MARK OF A LAKE OR A NAVIGABLE STREAM IS SUBJECT TO THE PUBLIC TRUST IN NAVIGABLE WATERS THAT IS ESTABLISHED UNDER ARTICLE IX, SECTION 1, OF THE STATE CONSTITUTION.

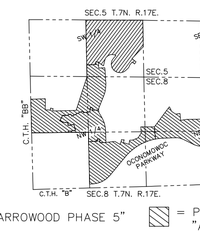
ALL LINEAR MEASUREMENTS HAVE BEEN MADE TO THE NEAREST ONE HUNDREDTH OF A FOOT. ALL ANGULAR MEASUREMENTS HAVE BEEN MADE TO THE NEAREST SECOND AND COMPUTED TO HALF-SECONDS.

NORTH POINT REFERENCED TO THE WISCONSIN STATE PLANE COORDINATE SYSTEM, SOUTH ZONE (NAD 83). THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SECTION 5 HAS A BEARING OF SOUTH 89°-36'-52" EAST.

LEGEND:
- ■ 1-1/4" X 18" REBAR SET WEIGHING 4.30 LB/FT.
- ○ 3/4" REBAR FOUND
- □ 1-1/4" REBAR FOUND
- ◔ SECTION CORNER MONUMENT FOUND

ALL OTHER LOT AND OUTLOT CORNERS MARKED BY SET 3/4" X 18" REBAR WEIGHING 1.50 LB/FT.

1"= 100'
100' 0 100' 200'
SCALE FEET



LOCATION SKETCH 1"=2000'

▨ = "ARROWOOD PHASE 5" ▨ = PREVIOUS "ARROWOOD" PHASES

There are no objections to this plat with respect to Secs. 236.15, 236.16, 236.20 and 236.21(1) and (2), Wis Stats. as provided by s. 236.12, Wis. Stats.

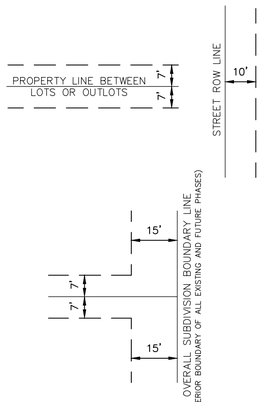
Certified _____, 20____

Department of Administration

ISSUED DATE: APRIL 17, 2026
REVISED DATE: MAY 13, 2026
REVISED DATE: JUNE 4, 2026

NOTE:
All utility easements are granted to the City of Oconomowoc for the purpose of installation and maintenance of public stormwater, water, wastewater, and electric utilities and their related appurtenances.

TYPICAL UTILITY EASEMENT
(NOT TO SCALE)
EASEMENTS APPLY TO
LOTS 133–168 & OUTLOT
16 SHOWN ON THIS PLAT
UNLESS OTHERWISE DEPICTED



ARROWOOD PHASE 5

PART OF LOT 2 OF CERTIFIED SURVEY MAP NO. 12262,
BEING PART OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF
SECTION 5, TOWNSHIP 7 NORTH, RANGE 17 EAST,
CITY OF OCONOMOWOC, WAUKESHA COUNTY, WISCONSIN

UNPLATTED LANDS
OWNER: ROBERT J NIEMAN

UNPLATTED LANDS
OWNER: NANCY PETERSON &
PATRICIA BERGLUND ET AL

OCONOMOWOC RIVER
APPROXIMATE HIGH WATER=850.0 (NGVD29)

WATER ELEVATION=847.22
JUNE 3, 2021
(NGVD29)

APPROXIMATELY 1530' ALONG SOUTH BANK OF OCONOMOWOC RIVER TO C.T.H. "BB", A VARIABLE WIDTH PUBLIC RIGHT-OF-WAY.

APPROXIMATE ORDINARY HIGH WATER MARK FOR REFERENCE PURPOSES ONLY (SOUTH BANK OF OCONOMOWOC RIVER)

WATER ELEVATION=847.14
JUNE 3, 2021
(NGVD29)

OUTLOT 17

UTILITY EASEMENT (TYP)

PART OF LOT 2 CSM NO. 12262

20' WIDE PUBLIC DRAINAGE EASEMENT

20' WIDE PUBLIC STORM SEWER EASEMENT

20' WIDE PUBLIC STORM SEWER EASEMENT

20' WIDE PUBLIC DRAINAGE EASEMENT

20' WISCONSIN NATURAL GAS COMPANY EASEMENT PER DOC. NO. 1193324

20' WIDE PUBLIC STORM SEWER EASEMENT LOT 116 ARROWOOD PHASE 4

10' WIDE PUBLIC DRAINAGE EASEMENT

UNPLATTED LANDS
OWNER: HERRO–WOODLAND TRUST

ARROWOOD CIRCLE WEST

OUTLOT 15 ARROWOOD PHASE 4

OUTLOT 16

OL 18

PART OF LOT 2 CSM NO. 12262

PART OF LOT 2 CSM NO. 12262

Curve Table							
Curve	Length	Radius	Chord Bearing	Chord Length	Delta	Tangent	Tangent
C49	68.01'	300.00'	N89°27'40"W	67.86'	012°59'18"	N82°58'01"W	S84°02'41"W
C50	809.51'	350.00'	S67°24'20"W	640.76'	132°31'06"	N46°20'07"W	S01°08'47"W
C51	100.04'	500.00'	S52°04'03"E	99.88'	011°27'51"	S46°20'07"E	S57°47'59"E
C52	2.52'	10.00'	N06°04'57"W	2.52'	014°27'26"	N01°08'47"E	N13°18'40"W
C53	17.84'	380.00'	S00°11'56"E	17.84'	002°41'25"	S01°08'47"W	S01°32'38"E

SURVEYOR:
RYAN WILGREEN
EXCEL ENGINEERING, INC.
100 CAMELOT DR.
FOND DU LAC, WI 54935
920.926.9800

OWNER/DEVELOPER:
VH ARROWOOD, LLC
6801 S. TOWNE DRIVE
MADISON WI 53713

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JOB NO. 240098900

ALL LINEAR MEASUREMENTS HAVE BEEN MADE TO THE NEAREST ONE HUNDREDTH OF A FOOT. ALL ANGULAR MEASUREMENTS HAVE BEEN MADE TO THE NEAREST SECOND AND COMPUTED TO HALF–SECONDS.

NORTH POINT REFERENCED TO THE WISCONSIN STATE PLANE COORDINATE SYSTEM, SOUTH ZONE (NAD 83). THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SECTION 5 HAS A BEARING OF SOUTH 89°–36'–52" EAST.

NORTH

100' 0 100' 200'
1"= 100'
SCALE FEET

There are no objections to this plat with respect to Secs. 236.15, 236.16, 236.20 and 236.21(1) and (2), Wis Stats. as provided by s. 236.12, Wis. Stats.

Certified _____, 20_____

Department of Administration

ISSUED DATE: APRIL 17, 2026
REVISED DATE: MAY 13, 2026
REVISED DATE: JUNE 4, 2026

ARROWOOD PHASE 5

PART OF LOT 2 OF CERTIFIED SURVEY MAP NO. 12262,
BEING PART OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF
SECTION 5, TOWNSHIP 7 NORTH, RANGE 17 EAST,
CITY OF OCONOMOWOC, WAUKESHA COUNTY, WISCONSIN

SURVEYOR'S CERTIFICATE

I, Ryan Wilgreen, Professional Land Surveyor, hereby certify that under the direction of the owners listed below, I have surveyed, divided and mapped a parcel of land described hereon, being part of Lot 2 of Certified Survey Map No. 12262, recorded in Book 126 on Page 95-102 in the Waukesha County Register of Deeds Office as Document No. 4641293, being part of the Southeast 1/4 of the Southwest 1/4 of Section 5, Township 7 North, Range 17 East, City of Oconomowoc, Waukesha County, Wisconsin being more particularly described as follows:

Commencing at the Southwest corner of the Southwest 1/4 of said Section 5; thence South 89°-36'-52" East along the South line of said Southwest 1/4, a distance of 1,323.95 feet to a West line of said Outlot 15 of Arrowood Phase 4, recorded in Volume 56 on Page 169 in the Waukesha County Register of Deeds Office as Document No. 4822813, said line also being the West line of the Southeast 1/4 of said Southwest 1/4; thence North 01°-11'-22" West along said West line, a distance of 268.26 feet to the point of beginning; thence continuing North 01°-11'-22" West along said West line, a distance of 1,051.75 feet; thence South 89°-39'-37" East along a North line of said Lot 2, said line also being the North line of the Southeast 1/4 of said Southwest 1/4, a distance of 1,326.50 feet; thence South 01°-04'-38" East along an East line of said Lot 2 and its Southerly extension, said line also being the East line of the Southeast 1/4 of said Southwest 1/4, a distance of 616.97 feet; thence South 43°-39'-53" West, a distance of 380.79 feet; thence South 46°-20'-07" East, a distance of 25.08 feet; thence Southeasterly 94.04 feet on a curve to the left having a radius of 470.00 feet, the chord of said curve bears South 52°-04'-03" East, a chord distance of 93.88 feet; thence South 32°-12'-01" West, a distance of 60.00 feet; thence Northwesterly 71.25 feet on a curve to the right having a radius of 530.00 feet, the chord of said curve bears North 53°-56'-54" West, a chord distance of 71.20 feet; thence South 39°-54'-10" West, a distance of 77.31 feet; thence South 24°-03'-16" West, a distance of 74.31 feet; thence South 44°-59'-52" West, a distance of 64.99 feet; thence South 50°-38'-46" West, a distance of 79.76 feet; thence South 73°-11'-31" West, a distance of 79.76 feet; thence North 83°-31'-15" West, a distance of 84.93 feet; thence North 59°-29'-33" West, a distance of 84.93 feet; thence North 35°-27'-51" West, a distance of 84.93 feet; thence North 11°-26'-08" West, a distance of 84.93 feet; thence North 11°-51'-05" East, a distance of 79.76 feet; thence North 34°-23'-50" East, a distance of 79.76 feet; thence North 42°-16'-43" East, a distance of 71.11 feet; thence North 62°-52'-01" West, a distance of 32.45 feet; thence North 79°-52'-33" West, a distance of 51.75 feet; thence South 83°-35'-39" West, a distance of 51.75 feet; thence South 67°-03'-52" West, a distance of 51.75 feet; thence South 50°-32'-05" West, a distance of 51.75 feet; thence South 34°-00'-18" West, a distance of 51.75 feet; thence South 17°-36'-09" West, a distance of 50.96 feet; thence South 12°-55'-20" West, a distance of 116.56 feet; thence North 56°-11'-45" West, a distance of 139.99 feet to the Easterly right-of-way line of Arrowood Circle West; thence Northeasterly 12.53 feet along said Easterly line, on a curve to the right having a radius of 320.00 feet, the chord of said curve bears North 00°-01'-29" East, a chord distance of 12.53 feet; thence North 88°-51'-13" West, a distance of 60.00 feet to the Westerly right-of-way line of Arrowood Circle West; thence Southeasterly 32.98 feet along said Westerly line, on a curve to the left having a radius of 380.00 feet, the chord of said curve bears South 01°-20'-24" East, a chord distance of 32.97 feet; thence South 03°-49'-34" East along said Westerly line, a distance of 26.60 feet; thence South 86°-10'-26" West along the North line of Lot 116 and Outlot 15 of Arrowood Phase 4, a distance of 215.20 feet to the point of beginning and containing 30.318 acres (1,320,649 sq. ft.) of land more or less.

That such plat is a correct representation of all the exterior boundaries of the land surveyed and the subdivision thereof made.

That I have fully complied with the provisions of Chapter 236, Wis. Stats. and the Subdivision Ordinance of Waukesha County and the City of Oconomowoc in surveying, dividing and mapping the same.

_____
Ryan Wilgreen, P.L.S. No. S-2647
ryan.w@excelengineer.com
Excel Engineering, Inc.
Fond du Lac, Wisconsin 54935

STORMWATER MANAGEMENT NOTES

- Surface water drainage areas may not be filled. Surface water drainage easements shall be maintained by the individual lot owners.
- Final grade for surface water drainage easements shall be maintained.
- No structure may be placed upon the surface water drainage easement areas.
- Fences installed will not retard surface water drainage. Fences may be placed in the drainage easement areas with permission from the City, but are placed at the risk of the owner.
- Landscaping shall be restricted to ground cover, shrubs and trees which will not retard surface water drainage. Shrubs and trees may be placed in the drainage easement areas but are place at the risk of the owner.
- If drainage easements are not adequately maintained, the City of Oconomowoc may levy the costs and expenses of such inspections, maintenance or repair related actions as a special charge against the property and collected as such in accordance with the procedures under s. 66.0627 Wis. Stats. of Sub Ch. VI of Ch. 66 Wis. Stats.

WETLAND/FLOODPLAIN/PRIMARY ENVIRONMENT CORRIDOR PRESERVATION RESTRICTIONS

Those areas of land which are identified as Wetland/Floodplain/Primary Environmental Corridor Preservation area on this Subdivision Plat shall be subject to the following restrictions:

- Grading, filling and removal of topsoil or other earthen materials are prohibited, unless specifically authorized by the municipality in which this land is located and, if applicable, the Waukesha County Department of Parks and Land Use, the Wisconsin Department of Natural Resources and the Army Corps of Engineers.
- The removal or destruction of any vegetative cover, i.e., trees, shrubs, grasses, etc., is prohibited, with the exception that dead, diseased, or dying vegetation may be removed, at the discretion of the landowner and with approval from the municipality in which this land is located and, if applicable, the Waukesha County Department of Parks and Land Use Planning and Zoning Division. Silvicultural thinning, upon the recommendation of a forester or naturalist and with approval from the municipality in which this land is located and, if applicable, the Waukesha County Department of Parks and Land Use Planning and Zoning Division, shall also be permitted. The removal of any vegetative cover that is necessitated to provide access or service to an approved residence or accessory building, shall be permitted only when the access or service cannot be located outside of the Wetland area and with approval from the municipality in which this land is located and, if applicable, the Waukesha County Department of Parks and Land Use Planning and Zoning Division.
- Grazing by domesticated animals, i.e., horses, cows, etc., is prohibited within the Conservancy/Wetland/Floodplain area and shall be discouraged to the greatest extent possible within the Primary Environmental Corridor Area.
- The introduction of plant material not indigenous to the existing environment is prohibited.
- Ponds may be permitted subject to the approval of the municipality in which they are located and, if applicable, the Waukesha County Department of Parks and Land Use, the Wisconsin Department of Natural Resources and the Army Corps of Engineers.
- The construction of buildings is prohibited.
- Wetland buffers shall be provided in accordance with NR 151.125, Wis. Adm. Code.

BASEMENT RESTRICTION - GROUNDWATER

Although all lots in the Subdivision have been reviewed and approved for development with single-family residential use in accordance with Section 236 Wisconsin Statutes, some lots contain soil conditions that, due to the possible presence of groundwater near the surface, may require additional soil engineering and foundation design with regard to basement construction. It is recommended that a licensed professional engineer design a basement and foundation that will be suitable to withstand the various problems associated with saturated soil conditions on basement walls or floors or that other special measures be taken. Soil conditions should be subject to owner's special investigation prior to construction and no specific representation is made herein.

Per the City's Storm Water Management Ordinance under site drainage, basement floor surfaces shall be built a minimum of one (1) foot above the seasonal high water table elevation, and shall avoid hydric soils as much as possible. On sloped sites basements may be allowed partially below the highest groundwater table only on the upslope side if they meet Waukesha County's drainage system standards for design, discharge, engineering oversight and long term maintenance. For these sites, the one-foot groundwater separation will be enforced at the further down slope point of the basement.

OWNER'S CERTIFICATE OF DEDICATION

VH Arrowood, LLC, a limited liability company duly organized and existing under and by virtue of the laws of the State of Wisconsin, as owner, does hereby certify that said limited liability company caused the land described on this plat to be surveyed, divided, mapped and dedicated as represented on this plat.

VH Arrowood, LLC, does further certify that this plat is required by S236.10 or S236.12 Wisconsin Statutes to be submitted to the following agencies for approval or objection:

1. Department of Administration
2. City of Oconomowoc
3. Waukesha County

In witness whereof, VH Arrowood, LLC, has caused these presents to be signed by its official officer(s) of said limited liability company at Madison, Wisconsin this _____ day of _____ , 20___.

VH Arrowood, LLC
By: VH LDV Investments, LLC, Its Sole Member

By:_____

By: Forgewell Building Group, LLC, Its Sole Member

By:_____

STATE OF WISCONSIN)
COUNTY OF _____) S.S

Personally came before me this _____ day of _____ , 20___, the above named officer(s) of the above named VH Arrowood, LLC, to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

_____
Notary Public, _____ County, WI
My Commission Expires: _____

CONSENT OF CORPORATE MORTGAGEE

Tri-City National Bank, a Corporation duly organized and existing under and by virtue of the laws of the State of Wisconsin, mortgagee of the above described land, does hereby consent to the surveying, dividing and mapping of the land described on this plat, and does hereby consent to the above Owner's Certificate.

In witness whereof, the said Tri-City National Bank has caused these presents to be signed by _____, its _____, at _____, _____ this _____ day of _____ , 20___.

Tri-City National Bank

_____

_____, _____
(Print) (Title)

STATE OF _____)

COUNTY OF _____) S.S

Personally came before me this _____ day of _____ , 20___, _____ of the above named banking association to me known to be the person who executed the foregoing instrument, and to me know to be _____ (Title) of said banking association, and acknowledged that they executed the foregoing instrument as such officer as the deed of said banking association, by its authority.

_____
Notary Public, _____ County, ___
My Commission Expires: _____

NOTES

- Outlot 16 is to be used for stormwater management purposes. Outlot 18 is to be used for landscape purposes. Outlot 17 is open space. Waukesha County shall not be liable for any fees or special assessments in the event they become the owner of any lot or outlots in the subdivision by reason of tax delinquency. The Homeowners Association is responsible for maintenance of said outlots.

- Outlots 16, 17 & 18 will be owned jointly by all the lot owners within all phases of the Arrowood Development.

- Public utility easements encompass all of Outlot 18.

- All lots are to be served by municipal sanitary sewer and watermain.

- All roads within the subdivision are dedicated to the public.

- The placement of decks, patios, fences, or any type of decorative landscaping, driveways or additional hard surfaces within any part of a utility easement is prohibited. An easement infringement agreement may be entered into with the City, if approved.

- The developer is responsible for construction of public sidewalks along outlot frontages.

- All side yard grades must be adhered to, coincident with the approved master grading plan for the subdivision to ensure proper stormwater drainage.

- Fences cannot be constructed in easements where public watermain, sanitary sewer, and storm sewer exist, nor in access routes to stormwater management facilities (outlots).

- All homes shall have driveways pitched back to the street.

- All sidewalks in outlots are to be maintained by the Homeowners Association. This includes snow removal.

- The water valve curb box shall not be located in a driveway, nor sidewalk.

- All utility easements are granted to the City of Oconomowoc for the purpose of installation and maintenance of public stormwater, water, wastewater, and electric utilities and their related appurtenances.

- Zoning Building Setbacks on the date of this survey are shown. Zoning Building Setbacks are subject to change over time.

COMMON COUNCIL APPROVAL CERTIFICATE:

Resolved, that the plat of ARROWOOD PHASE 5, in the City of Oconomowoc, is hereby approved by the Common Council.

All conditions have been met as of the _____ day of _____, 20___.

Date _____ Approved _____
Mayor - Matt Rosek

Date _____ Signed _____
City Clerk - Gina Kozlik

PLAN COMMISSION APPROVAL CERTIFICATE:

Resolved, that the plat of ARROWOOD PHASE 5, in the City of Oconomowoc, is hereby approved by the Plan Commission

Approved as of the _____ day of _____, 20___.

Date _____ Approved _____
Chairperson - Matt Rosek

Date _____ Signed _____
Secretary - Chris Dehnert

CITY FINANCE DIRECTOR'S CERTIFICATE

I, Steve Hatton, being the duly appointed, qualified, and acting Finance Director of the City of Oconomowoc, do hereby certify that in accordance with the records in my office, there are no unpaid taxes or unpaid special assessments as of this _____ day of _____ , 20___ affecting the land included in the plat of ARROWOOD PHASE 5.

_____ _____
Date Finance Director - Steve Hatton

COUNTY TREASURER'S CERTIFICATE

I, Jennifer Grant, being the duly elected, qualified, and acting Treasurer of Waukesha County, do hereby certify that the records in my office show no unredeemed tax sales and no unpaid taxes or special assessments as of this _____ day of _____ , 20___ affecting the land included in the plat of ARROWOOD PHASE 5.

_____ _____
Date Waukesha County Treasurer - Jennifer Grant

UTILITY EASEMENT PROVISIONS

An easement for electric, natural gas, and communications service is hereby granted by VH Arrowood, LLC, Grantor, to

WISCONSIN GAS, LLC, Wisconsin corporations doing business as We Energies, Grantee,

Oconomowoc Utilities, Grantee, and

SPECTRUM MID-AMERICA, LLC, Grantee, by Charter Communications Inc., its Manager

their respective successors and assigns, to construct, install, operate, repair, maintain and replace from time to time, facilities used in connection with underground transmission and distribution of electricity and electric energy, natural gas, telephone and cable TV facilities for such purposes as the same is now or may hereafter be used, all in, over, under, across, along and upon the property shown within those areas on the plat designated as "Utility Easement Areas" and the property designated on the plat for streets and alleys, whether public or private, together with the right to install service connections upon, across within and beneath the surface of each lot to serve improvements, thereon, or on adjacent lots; also the right to trim or cut down trees, brush and roots as may be reasonably required incident to the rights herein given, and the right to enter upon the subdivided property for all such purposes. The Grantees agree to restore or cause to have restored, the property, as nearly as is reasonably possible, to the condition existing prior to such entry by the Grantees or their agents. This restoration, however, does not apply to the initial installation of said underground and/or above ground electric facilities, natural gas facilities, or telephone and cable TV facilities or to any trees, brush or roots which may be removed at any time pursuant to the rights herein granted. Buildings shall not be placed over Grantees' facilities or in, upon or over the property within the lines marked "Utility Easement Areas" without the prior written consent of Grantees. After installation of any such facilities, the grade of the subdivided property shall not be altered by more than four inches without written consent of grantees.

The grant of easement shall be binding upon and inure to the benefit of the heirs, successors and assigns of all parties hereto.

EXCEL ARCHITECTS • ENGINEERS • SURVEYORS
Always a Better Plan
100 Camelot Drive
Fond Du Lac, WI 54935
Phone: (920) 926-9800
www.EXCELENGINEER.com
JOB NO. 240098900

SURVEYOR:
RYAN WILGREEN
EXCEL ENGINEERING, INC.
100 CAMELOT DR.
FOND DU LAC, WI 54935
920.926.9800

OWNER/DEVELOPER:
VH ARROWOOD, LLC
6801 S. TOWNE DRIVE
MADISON WI 53713

MEMORANDUM

PUBLIC WORKS

Date: June 16, 2026

To: Mayor and Common Council

From: Jason Herzog, Director of Public Works

Re: Developer's Agreement for Snyder Way Olde Highlander– Phase 2

RELATES TO THE STRATEGIC PLAN

N/A

BACKGROUND

Olde Highlander Subdivision is located adjacent to Olympia Hill off of Oconomowoc Parkway and Hwy 67. The development was approved for a roadway extension of Snyder Way from Pabst Rd to Robruck Ln, constructed in two separate phases.

A Developer's Agreement is required when public facilities are being constructed by the developer and dedicated to the City. For this project, these facilities include streets, street lighting, storm sewer, sanitary sewer and water mains. The agreement document also details stormwater management, grading, erosion control, and financial guarantees.

ADDITIONAL ANALYSIS

N/A

FINANCIAL IMPACT

N/A

RECOMMENDATION

City Staff recommends approval of the Developer's Agreement for Snyder Way Olde Highlander Phase 2.

SUGGESTED MOTION

Consent Agenda: Motion to approve the Consent Agenda.

DEVELOPER'S AGREEMENT
FOR
Phase 2 of Olde Highlander Snyder Way – Commercial Area
CITY of OCONOMOWOC, WAUKESHA COUNTY, WISCONSIN

THIS AGREEMENT made this _____ day of _____, 2026, between Olde Highlander LLC, a Wisconsin Corporation, N27W24025 Paul Ct Suite 100 Pewaukee, WI 53072, hereinafter called "DEVELOPER", and the CITY OF OCONOMOWOC in the County of Waukesha and the State of Wisconsin, hereinafter called the "CITY".

WITNESSETH:

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

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

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

WHEREAS, the SUBJECT LANDS are presently zoned General Commercial (GC) and is part of PD-1-23, which allows the above-described development; and

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

WHEREAS, the DEVELOPER and CITY desire to enter into this Agreement in order to ensure that the DEVELOPER will make and install all public improvements which are reasonably necessary and further that the DEVELOPER shall dedicate the public improvements to the CITY, provided that said public improvements are constructed to municipal specifications, all applicable government regulations and this Agreement without cost to the CITY; and

WHEREAS, the DEVELOPER agrees to develop SUBJECT LANDS as herein described in accordance with this Agreement, conditions approved by the CITY Plan Commission and CITY Common Council, conditions of certain agencies and individuals in the County, all CITY ordinances and all laws and regulations governing said development; and

WHEREAS, the Plan Commission and Common Council of the CITY have given conditional Preliminary Plat approval to the development, as shown on the document marked "Preliminary Plat" on file in the CITY Clerk's office, generally depicted on EXHIBIT C,

conditioned in part upon the DEVELOPER and the CITY entering into a DEVELOPER's Agreement, as well as other conditions as approved by the CITY Common Council; and

WHEREAS, the DEVELOPER intends to develop the SUBJECT LANDS in phases, and this Agreement sets forth the terms and conditions for the development of Phase 1 only. The Legal Description of the Phase 1 lands are depicted on EXHIBIT B.

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

DEVELOPER'S COVENANTS

SECTION I. IMPROVEMENTS

A. PUBLIC STREETS: The DEVELOPER hereby agrees that:

1. Prior to the start of construction of improvements, the DEVELOPER shall provide to the CITY written certification from the DEVELOPER'S Engineer or Surveyor that all public street plans are in conformance with all Federal, State and CITY specifications, regulations and ordinances, and written proof from the CITY Engineer evidencing review and approval of said plans.

2. The DEVELOPER shall grade and install all planned public streets in accordance with the preliminary plat, approved development plan of said development or subdivision, or final plat as the case may be and the plans and specifications on file in the CITY Public Works office.

3. Construction of the public streets providing access to and fronting a specific lot will be completed through the first lift of asphalt before any building permits are issued for said lot.

4. The first lifts of the public streets will be completed no later than one (1) year from the date of this Agreement, or as extended by the Director of Public Works.

5. The final lift of asphalt shall be placed on all public streets after at least one winter season, but not later than two (2) years from the date of this Agreement, unless extended by the Director of Public Works.

6. The DEVELOPER shall maintain public streets, including snowplowing, until accepted by the CITY.

7. The DEVELOPER shall comply with the specifications for all public facilities set forth in the City of Oconomowoc Specifications. Record drawings, including digital as-built plans, shall be provided to all appropriate City departments as required by the City of Oconomowoc Specifications on file in the office of the Department of Public Works prior to any building permits being issued.

8. The DEVELOPER shall construct sidewalks and/or public trail on both sides of all internal streets, including cul-de-sacs no later than one (1) year from the date of this Agreement, or as extended by the Director of Public Works. Sidewalks shall be constructed in accordance with the plans, specifications and drawings to be submitted to and approved by the City Engineer, the Department of Public Works, and the Common Council before any building permits are issued.

9. Contractors working on the development or on individual lots shall clean up all mud, dirt, stone or debris on the streets no later than the end of each working day. In addition, the DEVELOPER shall have ultimate responsibility for cleaning up any and all mud, dirt, stone or debris on the streets until such time as the final lift of asphalt has been installed by the DEVELOPER and accepted by the CITY. The CITY shall make a reasonable effort to require the contractor, who is responsible for placing the mud, dirt, stone or debris on the street, to clean up the same or to hold the subject property owner who hired the contractor responsible. The DEVELOPER and/or subject property owner shall clean up the streets within twenty-four (24) hours after receiving a notice from the CITY. If said mud, dirt, stone or debris are not cleaned up after notification, the CITY will do so at the DEVELOPER's and/or subject property owner's expense, at the option of the CITY.

B. SANITARY SEWER: The DEVELOPER hereby agrees:

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

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

3. To be responsible for the associated cost for the CITY to clean and televise all sanitary sewers in the SUBJECT LANDS prior to the first lift of asphalt and acceptance of the improvements and issuance of building permits by the CITY. DEVELOPER shall repair any defects as determined by the CITY Engineer.

4. To comply with the specifications for all public facilities set forth in the City of Oconomowoc Specifications. Record drawings, including digital record drawing plans, shall be provided to all appropriate City departments as required by the City of Oconomowoc Specifications on file in the office of the Department of Public Works prior to any building permits being issued.

5. That no building permits shall be issued until the sanitary sewer system for the SUBJECT LANDS has been dedicated to the City and substantial completion has occurred.

C. WATER: The DEVELOPER hereby agrees:

1. Prior to the start of construction of improvements, to provide to the CITY written certification from the DEVELOPER's Engineer that the water system plans are in

conformance with all Federal, State and CITY specifications, regulations, ordinances and guidelines and written proof that the CITY Utility Engineer has approved said plans.

2. To construct all watermains in the development so there are no radial sections or dead ends, unless approved by the Water Utility. All looping and ties must be completed within three (3) years of the date of this Agreement.

3. In the event that, due to proposed phasing, a situation is created where watermain looping and ties are not able to be completed until future phases are constructed, DEVELOPER shall provide easements and financial assurances necessary for the City to complete the work should the DEVELOPER be unable to.

4. To construct, furnish, install and provide a complete water system for the SUBJECT LANDS, all in accordance with the plans, specifications and drawings on file in the CITY Public Works office and all applicable Federal, State and CITY ordinances and specifications, regulations and guidelines for the construction of water systems in the CITY and as approved by the CITY Utility Engineer. No water lateral service valve shall be located within a driveway or sidewalk. Water valve boxes will not be accepted until the final lift of pavement has been approved by the CITY.

5. To comply with the specifications for all public facilities set forth in the City of Oconomowoc Specifications. Record drawings, including digital record drawings plans, shall be provided to all appropriate City departments as required by the City of Oconomowoc Specifications on file in the office of the Department of Public Works prior to any building permits being issued.

6. That no building permits shall be issued until the water system for the SUBJECT LANDS has been dedicated to the City and substantial completion has occurred.

D. SURFACE AND STORMWATER DRAINAGE: The DEVELOPER hereby agrees:

1. Prior to the start of construction of improvements, to provide to the CITY written certification from the DEVELOPER'S Engineer or Surveyor that all surface and stormwater drainage facilities and erosion control plans are in conformance with all Federal, State and CITY regulations, guidelines, specifications, laws and ordinances, and written proof that the CITY Engineer has reviewed and approved said plans.

2. To provide CITY with the recorded Stormwater Maintenance Agreement and erosion control permit required by the City.

3. To shall construct, install, furnish and provide adequate facilities for surface and stormwater drainage throughout the development with adequate capacity to transmit the anticipated flow from the development and adjacent property, in accordance with all plans and specifications on file in the CITY Public Works office, and all applicable federal, state, county and CITY regulations, guidelines, specifications, laws and ordinances, and as reviewed and approved by the CITY Engineer including where necessary as determined by the CITY Engineer, curb, gutter, storm sewers, catch basins and infiltration/retention/detention basins.

4. To complete the site grading and construction of surface and stormwater drainage facilities to be accepted by the CITY before any building permits are issued.

5. To maintain roads free from mud and dirt from construction of the development.

6. That the CITY will not accept the surface and stormwater drainage system until the entire system is installed and landscaped in accordance with plans and specifications to the satisfaction of the CITY Engineer.

7. To shall clean all storm sewers, if any, prior to issuance of building permits and acceptance of improvements by the CITY.

8. That the CITY retains the right to require DEVELOPER to install additional surface and stormwater drainage measures if it is determined by the CITY Engineer that the original surface and stormwater drainage plan as designed and/or constructed does not provide reasonable stormwater drainage within the development and surrounding area.

9. To comply with the specifications for all public facilities set forth in the City of Oconomowoc Specifications. Record drawings, including digital as-built plans, shall be provided to all appropriate City departments as required by the City of Oconomowoc Specifications on file in the office of the Department of Public Works prior to any building permits being issued.

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

1. Prior to commencing site grading and excavation, to provide to the CITY written certification from the DEVELOPER'S Engineer or Surveyor that said plan, once implemented, shall meet all federal, state, county and local regulations, guidelines, specifications, laws and ordinances, including proof of notification of land disturbances to the State of Wisconsin Department of Natural Resources, if applicable, and written proof that the CITY Engineer, and the Army Corps of Engineers, if applicable, have approved said plans.

2. To cause all grading, excavation, open cuts, side slopes and other land surface disturbances to be so seeded and mulched, sodded or otherwise protected that erosion, siltation, sedimentation and washing are prevented in accordance with the plans and specifications reviewed and approved by the State of Wisconsin Department of Natural Resources, if applicable, and written proof that the CITY Engineer, and the Army Corps of Engineers, if applicable, have approved said plans.

3. To restore all disturbed areas to the satisfaction of the CITY Public Works within seven (7) days of disturbance. Any cash or letter of credit posted with the CITY will not be released until the CITY Public Works is satisfied that no further erosion measures are required.

4. To comply with the specifications for all public facilities set forth in the City of Oconomowoc Specifications. Record drawings, including digital as-built plans, shall be provided to all appropriate City departments as required by the City of Oconomowoc Specifications on file in the office of the Department of Public Works prior to any building permits being issued.

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

1. To preserve to the maximum extent possible existing trees, shrubbery, vines, and grasses not actually lying on the public streets, drainage ways, building foundation sites, driveways, soil absorption waste disposal areas, paths and trails by use of sound conservation practices.

2. To remove and lawfully dispose of buildings, destroyed trees, brush, tree trunks, shrubs and other natural growth and all rubbish, as required by the CITY.

3. To remove all unwanted items, including buildings, and complete all landscaping, to be certified as complete by the CITY Engineer prior to the issuance of any building permits.

4. To delineate all wetlands by a certified wetland scientist that are on or adjacent to private lots by means of cedar posts, as approved by the CITY Staff prior to the issuance of building permits.

5. That the CITY has the right to trim and remove any features which would interfere with safe operation and maintenance of the CITY rights-of-way and drainage ways.

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

1. That all street signs, traffic control signs, posts and guard rails as required by the CITY shall be obtained and placed by the CITY and the cost thereof shall be paid by the DEVELOPER. There are 3 proposed signs for phase 2. The cost of each street sign pole installation shall be $200; thus DEVELOPER shall pay the CITY the sum of $600. Payment shall be made before execution of the final plat.

2. That all traffic control signs and street signs, as required by the CITY will be installed within ten (10) working days of the placement of the first lift of asphalt.

H. STREETLIGHTS: The DEVELOPER hereby agrees to have installed a street lighting system in the development according to a plan prepared by the CITY Utilities, or its approved designer, prior to issuance of building permits unless waived by CITY Staff.

I. ADDITIONAL IMPROVEMENTS:

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

SECTION II. TIME OF COMPLETION OF IMPROVEMENTS:

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

SECTION III. FINAL ACCEPTANCE.

Throughout this Agreement, various stages of the development will require approval by the CITY. "Final Acceptance" as used herein, however, shall be the ultimate acceptance of all of the improvements in the completed development as a whole, and shall be granted specifically by a letter from the City Engineer. During the guarantee period, the CITY will hold 10% of the letter of credit for the final lift of asphalt cost. The guarantee period provided for the final lift shall not commence to run until Final Acceptance. The issuance of building permits and approval of various items of development shall not commence the guarantee period.

SECTION IV. DEDICATION OF IMPROVEMENTS:

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

Dedication shall not constitute acceptance of any improvement by the CITY. All improvements will be accepted by the CITY at such time as such improvements are in acceptable form and according to the CITY specifications. DEVELOPER will furnish proof to the CITY, prior to the dedication required, that the public land and improvements proposed for dedication are free of all liens, claims and encumbrances, including mortgages.

SECTION V. ACCEPTANCE OF WORK AND DEDICATION:

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

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

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

SECTION VII. GUARANTEES OF IMPROVEMENTS:

A. Guarantee. The DEVELOPER shall guarantee after Substantial Completion, the public improvements and all other improvements described in Section I hereof, against defects due to faulty materials or workmanship, provided that such defects appear within a period of one year from the date of Substantial Completion as part of the Letter of Credit described in Section X.

Ten percent (10%) of the total cost of all public improvements will be held from the Letter of Credit as the financial assurance for this. Substantial Completion shall be as defined in Wisconsin Statutes 236.13(2)(a)2. The DEVELOPER shall pay for any damages to CITY property and/or improvements resulting from such faulty materials or workmanship. This guarantee shall not be a bar to any action the CITY might have for negligent workmanship or materials. Wisconsin law on negligence shall govern such situations. If the DEVELOPER fails to pay for any damages or defects to CITY property and/or improvements, and the CITY is required to draw against the cash or letter of credit on file with the CITY, the DEVELOPER is required to replenish said monies up to the aggregate amount of ten percent (10%) of the total cost of all public improvements.

B. Obligation to Repair. The DEVELOPER shall make or cause to be made, at its own expense, any and all repairs which may become necessary under and by virtue of the DEVELOPER'S guarantee and shall leave the improvements in good and sound condition, satisfactory to the CITY at the expiration of the guarantee period.

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

D. Maintenance Prior to Acceptance.

1. All improvements shall be maintained by the DEVELOPER, so they conform to the approved plans and specifications at the time of their Final Acceptance by the CITY. This maintenance shall include routine maintenance, asphalt repairs, concrete repairs and the like. In cases where emergency maintenance is required, the CITY retains the right to complete the required emergency maintenance in a timely fashion and bill the DEVELOPER for all such associated costs. Said bill shall be paid immediately by the DEVELOPER. The DEVELOPER'S obligation to maintain all improvements shall expire at the expiration of the guarantee period.

2. Street sweeping and dust suppression shall be done by the DEVELOPER upon a regular basis as needed to ensure a reasonably clean and safe roadway until Final Acceptance by the CITY. Should the DEVELOPER fail to meet this requirement, the CITY will cause the work to be done and will bill the DEVELOPER on a time and material basis. Said bill shall be paid immediately by the DEVELOPER.

3. In the event drainage problems arise within the SUBJECT LANDS or related activities on the SUBJECT LANDS, the DEVELOPER shall correct such problems to the satisfaction of the CITY Staff. Such correction measures shall include, without limitation because of

enumeration, cleaning of soil, loose aggregate and construction debris from culverts, pipes, drainage ditches and streets; dredging and reshaping of siltation or retention ponds; replacing of siltation fences; sodding and seeding; construction of diversion ditches, ponds and siltation traps; and restoration of all disturbed areas. This responsibility shall continue until such time as the roads, ditches, and other disturbed areas have become adequately vegetated and the CITY is satisfied that the DEVELOPER has restored all areas which were disturbed because of this development.

SECTION VIII. CITY RESPONSIBILITY FOR IMPROVEMENTS:

The CITY shall not be responsible to perform repair, maintenance, or snow plowing on any improvements until accepted by the CITY. Snowplowing will be completed on any public streets where the binder has been accepted.

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

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

SECTION X. FINANCIAL GUARANTEE:

The DEVELOPER has filed with the CITY cash or a letter of credit setting forth terms and conditions in a form approved by the CITY Attorney in the amount of 110% of the cost for the public improvements and stormwater management as approved by the CITY Engineer as a guarantee that the DEVELOPER will perform all terms of this Agreement no later than one year from the signing of this Agreement except as otherwise set forth in this Agreement. If at any time:

A. The DEVELOPER is in default of any aspect of this Agreement, or

B. The DEVELOPER does not complete the installation of the improvements within one (1) year from the signing of this Agreement unless otherwise extended by this Agreement or by action of the CITY COMMON COUNCIL, or

C. The letter of credit on file with the CITY is dated to expire sixty (60) days prior to the expiration of the same with an automatic renewal unless notice is given of expiration or replaced, or

D. The DEVELOPER fails to maintain a cash deposit or letter of credit in an amount approved by CITY Engineer, and in a form approved by the CITY Attorney, to pay the costs of improvements in the development, the DEVELOPER shall be deemed in violation of this Agreement and the CITY shall have the authority to draw upon the letter of credit.

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

writing by the CITY Director of Finance. The CITY is hereby authorized to contact directly the Developer's or contractor's financial agent from time to time regarding the sufficiency of the financial guarantee.

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

SECTION XI. BUILDING AND OCCUPANCY PERMITS:

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

A. The installation of the first lift of asphalt of the public street(s) providing access to and fronting a specific lot for which a building permit is requested has been completed (substantial completion) and accepted by the CITY. Upon such substantial completion, any outstanding local building permits that are related to, and dependent upon, substantial completion shall be released.

B. The site grading and construction of surface and stormwater drainage facilities required to serve such homes are completed, are connected with an operating system as required herein, and are cleaned as needed.

C. All landscaping and removal of unwanted items, including buildings, has been certified as complete by the CITY.

D. All required grading plans have been submitted to and reviewed by the CITY.

E. The DEVELOPER has paid in full all fees, assessments and reimbursement of administrative costs as required by this Agreement.

F. The DEVELOPER has prepared appropriate deed restrictions which are approved by the CITY Attorney, filed with the CITY Clerk and recorded with the Register of Deeds.

G. All destroyed trees, brush, tree trunks, shrubs and other natural growth and all rubbish are removed from the development and disposed of lawfully.

H. All required record drawings plans for the SUBJECT LANDS have been submitted.

I. All public and private utilities have been installed in the SUBJECT LANDS, including street lighting fixtures, stormwater, sanitary sewer, water and electrical.

J. The DEVELOPER is not in default of any aspect of this Agreement.

K. There is no default of any aspect of this Agreement as determined by the CITY.

L. The DEVELOPER has delineated the wetlands that are on or adjacent to private lots by means of cedar posts, as approved by the CITY Staff prior to the issuance of building permits.

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

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

SECTION XIII. VACANT LOT MAINTENANCE EASEMENT.

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

SECTION XIV. VACANT LOT MAINTENANCE.

Developer shall guarantee that all vacant lots under their ownership in the SUBJECT LANDS shall, at all times, be properly maintained to the minimum standards described in the CITY Municipal Code.

SECTION XV. MISCELLANEOUS REQUIREMENTS: The DEVELOPER shall:

A. EASEMENTS:

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

B. TREE PLANTING:

CITY requires street trees to be planted in the terrace area of the street right-of-way. A plan identifying the tree species and locations is required per Chapter 18, which is the Platting and Subdivision Ordinance. The City standards require that 3 street trees be planted per 100 linear feet of roadway centerline to be planted by the CITY Forestry Department at the appropriate time, with the costs of the trees paid in advance by DEVELOPER. DEVELOPER's plat shows 1,461 linear feet of street resulting in the need for 43 trees. The cost of each tree shall be $600; thus, DEVELOPER shall pay the CITY the sum of $25,800. Payment shall be made before execution of the final plat.

C. MANNER OF PERFORMANCE:

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

D. SURVEY MONUMENTS:

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

E. DEED RESTRICTIONS:

Execute and record deed restrictions in a form that is subject to the approval of the CITY Attorney and provide proof of recording prior to sale of lots for the SUBJECT LANDS. The Deed Restrictions shall contain language to require the lot owners and/or homeowner's association within the subdivision to maintain all stormwater management facilities in accordance with the recorded stormwater maintenance agreement. The deed restrictions shall also contain the following language:

> "Each lot owner must strictly adhere to and finish grade its lot in accordance with the Grading Plan or any amendment thereto approved by the CITY Engineer on file in the office of the CITY Clerk. The DEVELOPER and/or the CITY and/or their agents, employees or independent contractors shall have the right to enter upon any lot, at any time, for the purpose of inspection, maintenance, correction of any drainage condition, and the property owner is responsible for cost of the same."

F. GRADES:

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

G. UNDERGROUND UTILITIES:

1. CITY Electric Utility. The DEVELOPER shall be responsible for the installation cost of electrical infrastructure to make proper and adequate service available to each unit in the SUBJECT LANDS. The electrical system, except for necessary appurtenances, shall be underground. The electric system shall be designed by CITY Electric Utility staff or their representative.

   The DEVELOPER shall pay for all costs of design, installation, engineering and relocation of all electrical infrastructure required for the SUBJECT LANDS. Pursuant to Wisconsin Public Service Commission rules, payment for the costs of the electric infrastructure shall be made prior to the Electric Utility commencing work on the project. The prepayment shall be based upon a project estimate prepared by the Electric Utility. Upon completion of the project, a final determination shall be made with regard to the accuracy of the prepayment. A refund will be made in the event of overpayment; and in the event the project estimate was less than the actual costs, the DEVELOPER will be billed for the difference. The CITY Electric Utility must approve scheduling for the installation of the electric facilities for the project. Coordination between the Electric Utility and all other utilities shall be the responsibility of the DEVELOPER. The DEVELOPER shall comply with all rules and regulations of the CITY Electric Utility. The timing and schedule of the electrical work for the Project shall be agreed upon by the DEVELOPER and CITY

Electric Utility and shall take in consideration the overall construction schedule for the project.

CITY Electric facilities cannot be installed until DEVELOPER provides notification that all lot corners and easements are staked, and the grade is plus or minus 4 inches of the final grade. If the grade changes more than 4 inches after CITY Electric facilities have been installed, these facilities will be relocated at the expense of the DEVELOPER.

2. Streetlamps. The CITY Electric Utility shall design the street lighting system and install all public streetlamps planned for the SUBJECT LANDS. DELVELOPER will pay for the cost of facilities and installation. Requirements for streetlamps shall be established by the CITY Electric Utility pursuant to §18.05(5m) of the Municipal Code.

3. Other Utilities. DEVELOPER shall be responsible for and cause telephone, cable, natural gas and any other utility facilities required by CITY or DEVELOPER to be installed in such manner as to make proper and adequate service available to the SUBJECT LANDS. None of such services shall be located on overhead poles. Plans indicating the proposed location of all such utilities to service the SUBJECT LANDS shall be approved by the CITY Electric Utility staff.

H. PERMITS:

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

I. REMOVAL OF TOPSOIL:

The DEVELOPER agrees that no topsoil shall be removed from the SUBJECT LANDS without approval from the CITY Director of Public Works.

J. DIGGERS HOTLINE:

Developer shall become a member of Diggers Hotline and provide evidence of such membership to the CITY Clerk before commencement of any land disturbing activities on the Subject Lands. Developer shall maintain said membership until all subsurface Improvements required under Section I have been finally accepted by the CITY as provided in Section III. Until the record drawings have been filed with the CITY Engineer, the CITY shall not be responsible for responding to requests for utility and other underground locates (Digger's Hotline). All requests for utility and other underground locates shall be referred to the DEVELOPER. This does not apply to electric utility underground locates which shall be done by the CITY Electric Utility.

K. NOISE:

Make every effort to minimize noise, dust and similar disturbances, recognizing that the SUBJECT LANDS are located near existing residences. Construction of improvements shall not begin before 7:00 a.m. during weekdays and Saturdays, and 9:00 a.m. on Sundays. Construction of improvements shall not continue beyond 7:00 p.m. during weekdays and Saturdays, and 5:00 p.m. on Sundays.

L. DEBRIS:

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

M. DUTY TO CLEAN ROADWAYS:

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

N. PUBLIC CONSTRUCTION PROJECTS:

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

O. ZONING CODE:

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

P. TEMPORARY TURN-AROUND IMPROVEMENT

A Temporary Turn-Around has been included on the plans for all dead-end streets. DEVELOPER shall install a paved surface in conformity with reasonable specifications provided by the CITY Engineer. DEVELOPER may remove the Temporary Turn-Around upon written approval of the CITY Engineer.

Q. PATHWAYS AND FENCING

DEVELOPER has incorporated pathways and fencing within the development proposal on file with the CITY. DEVELOPER shall install all pathways and fencing in conformity with said plans.

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

The DEVELOPER shall pay and reimburse the CITY promptly upon billing for all fees, expenses, costs and disbursements which shall be incurred by the CITY in connection with this development or relative to the construction, installation, dedication and acceptance of the development improvements covered by this Agreement, including without limitation by reason of enumeration, design, engineering, review, supervision, inspection and legal, administrative and fiscal work.

CITY employee costs shall be based on an annual rate determination by the CITY. Any costs for outside consultants shall be charged at the rate the consultant charges the CITY. Any such charge not paid by DEVELOPER within thirty (30) days of being invoiced may be charged against the financial guarantee held by the CITY pursuant to this Agreement or assessed against the development land as a special charge pursuant to §66.0627, Wis. Stats.

SECTION XVII. GENERAL INDEMNITY:

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

SECTION XVIII. OVERSIZING:

A. DEVELOPER shall assume the cost of installing all mains, laterals to the lot lines and system appurtenances within the proposed SUBJECT LANDS except for the added cost of materials for installing sanitary and water mains larger than 8 inches in diameter in residential development areas. DEVELOPER shall bear the expense of oversizing, the cost thereof to be borne by the owner or developer of other areas, the development of which made such oversizing necessary. CITY shall act as collecting agent and arbitrator, charging the subsequent developer and reimbursing the developer paying the expense of oversizing at such time as the subsequent development occurs. Any oversizing required for capacity to serve the SUBJECT LANDS or for fire flows is the responsibility of the DEVELOPER.

B. The CITY agrees to allow the DEVELOPER to connect to the CITY's municipal water system and sewerage system at such time as the water system and sanitary sewer system required herein has been dedicated to and accepted by the CITY.

SECTION XIX. INSURANCE:

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

SECTION XX. EXCULPATION OF CITY CORPORATE AUTHORITIES:

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

SECTION XXI. GENERAL CONDITIONS AND REGULATIONS:

All provisions of the CITY Ordinances are incorporated herein by reference, and all such provisions shall bind the parties hereto and be a part of this Agreement as fully as if set forth at

length herein. This Agreement and all work and improvements required hereunder shall be performed and carried out in strict accordance with and subject to the provisions of said Ordinances.

SECTION XXII. ZONING:

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

SECTION XXIII. COMPLIANCE WITH CODES AND STATUTES:

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

SECTION XXIV. PRELIMINARY PLAT AND FINAL PLAT CONDITIONS:

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

SECTION XXV. AGREEMENT FOR BENEFIT OF PURCHASERS:

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

SECTION XXVI. ASSIGNMENT:

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

SECTION XXVII. PHASED DEVELOPMENT:

DEVELOPER intends to develop the entire subdivision in multiple phases. This Agreement sets forth all terms and conditions related to Phase 3 of the subdivision development. Except as otherwise specifically provided in this Agreement, no construction outside of Phase 3 (other than completion of work in Phase 1-2) shall be permitted without new Developers Agreement(s) for future phases or otherwise approved by the Common Council.

SECTION XXVIII. PARTIES BOUND:

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

SECTION XXIX. HEIRS & ASSIGNS:

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

SECTION XXX. AMENDMENTS:

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

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

OLDE HIGHLANDER
By: Olde Highlander LLC

By: _____
Bryan Lindgren, President

STATE OF WISCONSIN)
)ss.
COUNTY OF WAUKESHA)

Personally came before me this _____ day of _____, 2026, the above named Bryan Lindgren, Authorized Signatory of Olde Highlander LLC, to me known to be the person who executed the foregoing instrument and acknowledged the same.

_____
NOTARY PUBLIC, STATE OF WI
My commission expires:_____

CITY OF OCONOMOWOC
WAUKESHA COUNTY, WISCONSIN

_____
Mayor Matt Rosek

_____
Clerk Gina Kozlik

STATE OF WISCONSIN)
)ss.
COUNTY OF WAUKESHA)

Personally came before me this _____ day of _____, _____, the above-named Matt Rosek CITY Mayor, and Gina Kozlik, CITY Clerk, of the above-named municipal corporation, to me known to be the persons who executed the foregoing instrument and to me known to be such CITY Mayor and CITY Clerk of said municipal corporation and acknowledged that they executed the foregoing instrument as such officers as the deed of said municipal corporation by its authority and pursuant to the authorization by the CITY COMMON COUNCIL from their meeting on the _____ day of _____, 2026.

_____
NOTARY PUBLIC, STATE OF WI
My commission expires:_____

APPROVED AS TO FORM:

_____
City Attorney H. Stanley Riffle

EXHIBIT A
Phase 2 Project Locations

OLDE HIGHLANDER

COMMERCIAL PROPERTY

PHASE 2 SITE DEVELOPMENT PLANS

CITY OF OCONOMOWOC, WISCONSIN

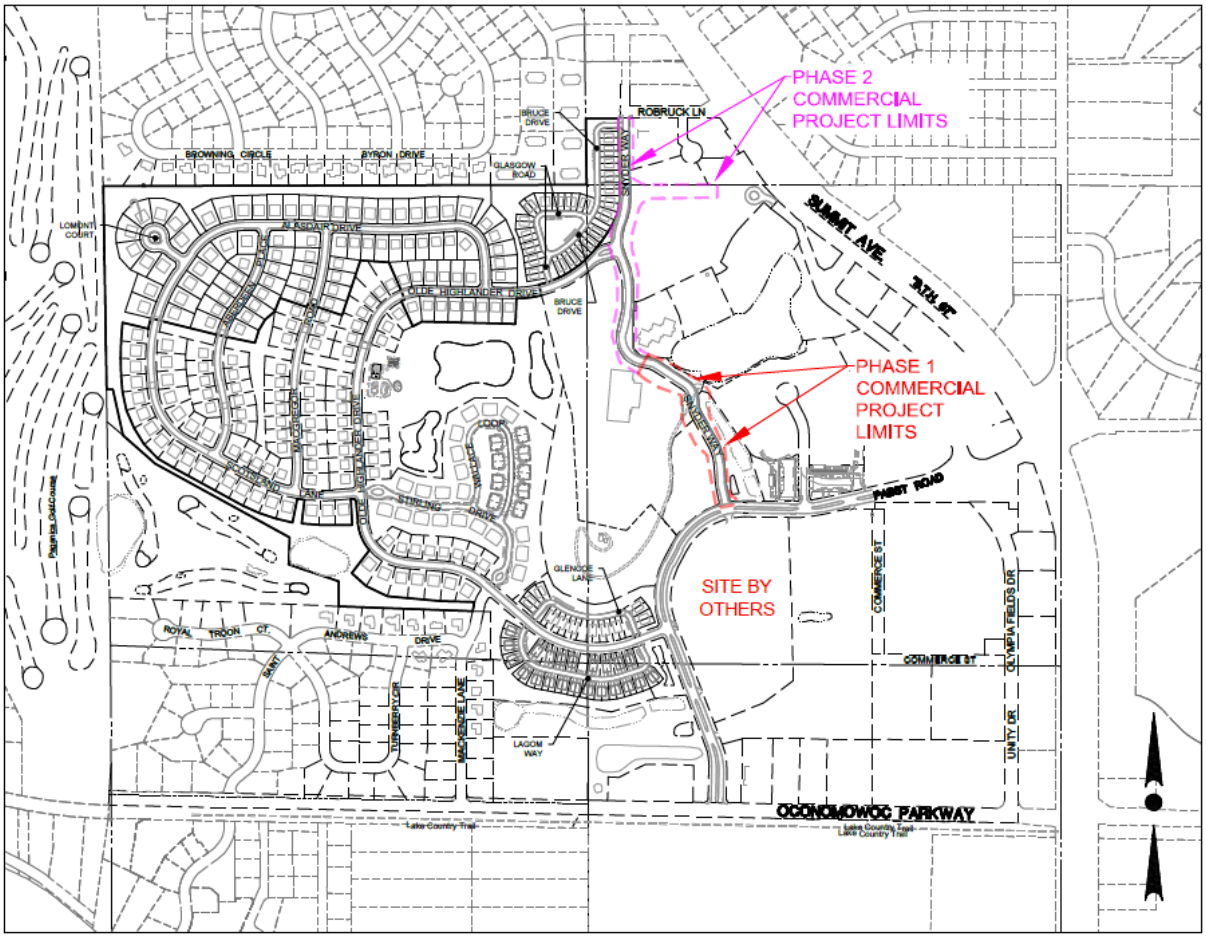


EXHIBIT B

Phase 2 Legal Description

CITY OF OCONOMOWOC

LEGAL DESCRIPTION: (SNYDER WAY-PHASE 2)

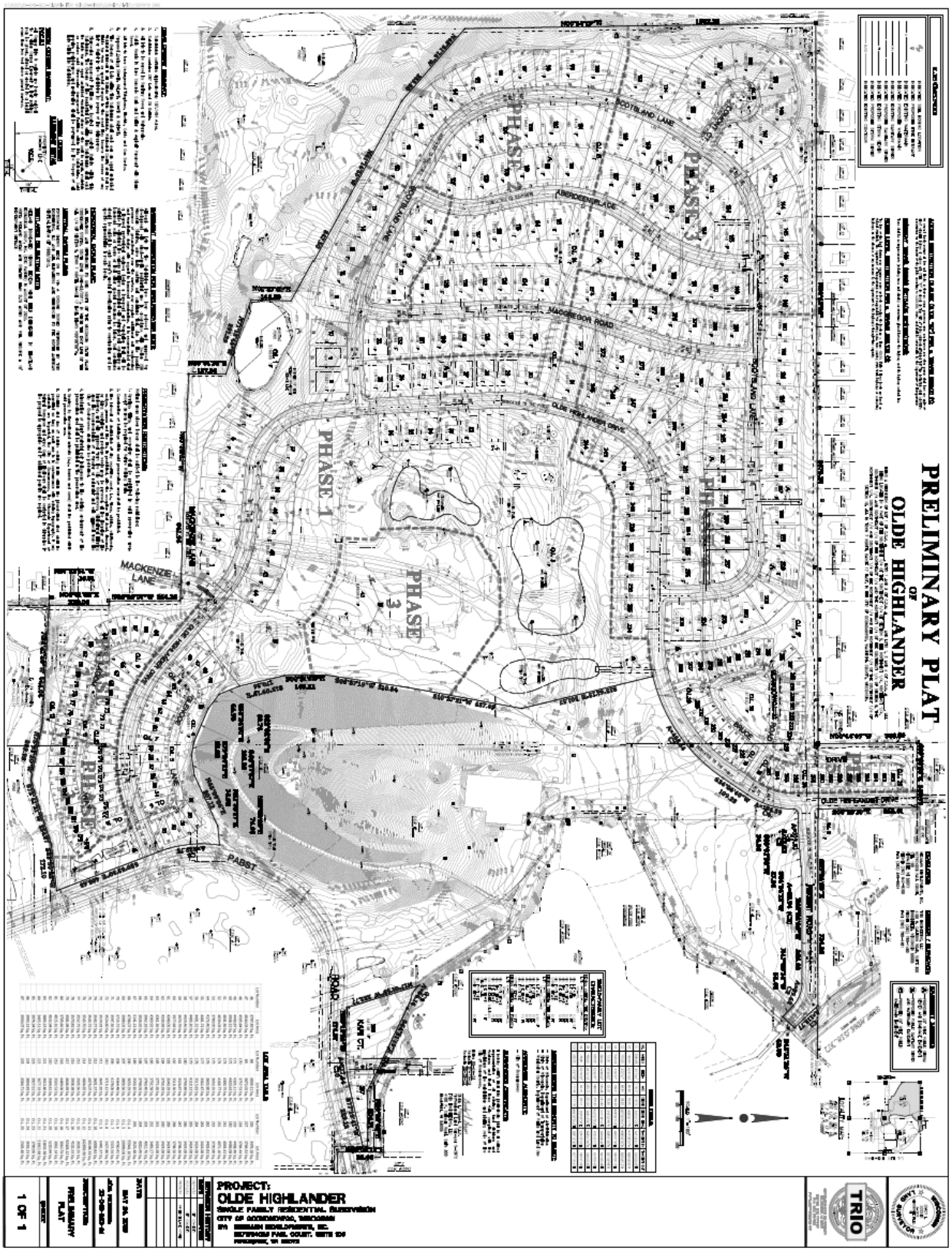
Being a part of the Northwest 1/4 and the Southwest 1/4 of the Northwest 1/4 of Section 10, and the Southwest 1/4 of the Southwest 1/4 of Section 3, all in Town 7 North, Range 17 East, in the City of Oconomowoc, Waukesha County, Wisconsin, now being particularly bounded and described as follows:

Commencing at the Southwest 1/4 corner of the said Northwest 1/4 of Section 10; Thence North 00°08'00" West and along the West line of the said Northwest 1/4 Section, 16131.52 feet to a point; Thence North 89°52'00" East, 327.04 feet to a point on the West Right-of-Way line of "Snyder Way" and the place of beginning of lands hereinafter described;

Thence North 78°04'48" West, 33.54 feet to a point of curvature; Thence Northwesterly 261.47 feet along the arc of a curve, whose center lies to the Northeast, whose radius is 165.00 feet, whose central angle is 90°47'37", and whose chord bears North 32°40'59.5" West, 234.96 feet to a point of tangency; Thence North 12°42'49" East, 105.82 feet to a point of curvature; Thence Northeasterly 52.78 feet along the arc of a curve, whose center lies to the Northwest, whose radius is 240.00 feet, whose central angle is 12°36'02", and whose chord bears North 06°24'48" East, 52.67 feet to a point of tangency; Thence North 00°06'47" East, 84.60 feet to a point of curvature; Thence Northwesterly 128.01 feet along the arc of a curve, whose center lies to the Southwest, whose radius is 320.00 feet, whose central angle is 22°55'15", and whose chord bears North 11°20'50.5" West, 127.16 feet to a point of tangency; Thence North 22°48'28" West, 34.72 feet to a point of curvature; Thence Northwesterly 201.57 feet along the arc of a curve, whose center lies to the Northeast, whose radius is 280.00 feet, whose central angle is 41°14'46", and whose chord bears North 02°11'05" West, 197.24 feet to a point of tangency; Thence North 18°26'18" East, 54.30 feet to a point of curvature; Thence Northeasterly 88.07 feet along the arc of a curve, whose center lies to the Northwest, whose radius is 260.00 feet, whose central angle is 19°24'28", and whose chord bears North 08°44'04" East, 87.65 feet to a point of tangency; Thence North 00°58'10" West, 447.62 feet to a point on the South Right-of-Way line of "Robruck Lane"; Thence South 89°55'55" East and along the said South Right-of-Way line, 60.01 feet to a point; Thence South 00°58'10" East, 446.53 feet to a point of curvature; Thence Southwesterly 108.39 feet along the arc of a curve, whose center lies to the Northwest, whose radius is 320.00 feet, whose central angle is 19°24'28", and whose chord bears South 08°44'04" West, 107.88 feet to a point of tangency; Thence South 18°26'18" West, 54.30 feet to a point of curvature; Thence Southeasterly 158.37 feet along the arc of a curve, whose center lies to the Northeast, whose radius is 220.00 feet, whose central angle is 41°14'46", and whose chord bears South 02°11'05" East, 154.98 feet to a point of tangency; Thence South 22°48'28" East, 34.72 feet to a point of curvature; Thence Southeasterly 152.02 feet along the arc of a curve, whose center lies to the Southwest, whose radius is 380.00 feet, whose central angle is 22°55'15", and whose chord bears South 11°20'50.5" East, 151.01 feet to a point of tangency; Thence South 00°06'47" West, 111.76 feet to a point of curvature; Thence Southwesterly 33.63 feet along the arc of a curve, whose center lies to the Northwest, whose radius is 630.00 feet, whose central angle is 03°03'29", and whose chord bears South 01°38'31.5" West, 33.62 feet to a point of tangency; Thence South 03°10'16" West, 61.69 feet to a point of curvature; Thence Southwesterly 30.42 feet along the arc of a curve, whose center lies to the Southeast, whose radius is 570.00 feet, whose central angle is 03°03'29", and whose chord bears South 01°38'31.5" West, 30.42 feet to a point of tangency; Thence South 00°06'47" West, 73.10 feet to a point of curvature; Thence Southeasterly 95.53 feet along the arc of a curve, whose center lies to the Northeast, whose radius is 70.00 feet, whose central angle is 78°11'35", and whose chord bears South 38°59'00.5" East, 88.29 feet to a point of tangency; Thence South 78°04'48" East, 33.54 feet to a point; Thence South 11°55'12" West, 60.00 feet to the point of beginning of this description.

Said Land contains 91,076 Square Feet (or 2.0908 Acres) of land more or less.

EXHIBIT C
Preliminary Plat



MEMORANDUM

PUBLIC WORKS

Date: June 16, 2026

To: Mayor and Common Council

From: Jason Herzog, Director of Public Works

Re: Developer's Agreement for Olde Highlander Subdivision – Phase 4

RELATES TO THE STRATEGIC PLAN

N/A

BACKGROUND

Olde Highlander Subdivision is located adjacent to Olympia Hills off of Oconomowoc Parkway and Hwy 67. The development was approved for a total of 297 lots and 25 outlots. They are requesting to move forward with the fourth phase which will consist of 49 single family lots and 44 townhome lots.

A Developer's Agreement is required when public facilities are being constructed by the developer and dedicated to the City. For this project, these facilities include streets, street lighting, storm sewer, sanitary sewer and water mains. The agreement document also details stormwater management, grading, erosion control, and financial guarantees.

ADDITIONAL ANALYSIS

N/A

FINANCIAL IMPACT

N/A

RECOMMENDATION

City Staff recommends approval of the Developer's Agreement for Olde Highlander Phase 4.

SUGGESTED MOTION

Consent Agenda: Motion to approve the Consent Agenda item.

DEVELOPER'S AGREEMENT
FOR
Phase 4 of Olde Highlander
CITY of OCONOMOWOC, WAUKESHA COUNTY, WISCONSIN

THIS AGREEMENT made this _____ day of _____, 2026, between Olde Highlander LLC, a Wisconsin Corporation, N27W24025 Paul Ct Suite 100 Pewaukee, WI 53072, hereinafter called "DEVELOPER", and the CITY OF OCONOMOWOC in the County of Waukesha and the State of Wisconsin, hereinafter called the "CITY".

WITNESSETH:

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

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

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

WHEREAS, the SUBJECT LANDS are presently zoned *SR*, which allows the above-described development; and

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

WHEREAS, the DEVELOPER and CITY desire to enter into this Agreement in order to ensure that the DEVELOPER will make and install all public improvements which are reasonably necessary and further that the DEVELOPER shall dedicate the public improvements to the CITY, provided that said public improvements are constructed to municipal specifications, all applicable government regulations and this Agreement without cost to the CITY; and

WHEREAS, the DEVELOPER agrees to develop SUBJECT LANDS as herein described in accordance with this Agreement, conditions approved by the CITY Plan Commission and CITY Common Council, conditions of certain agencies and individuals in the County, all CITY ordinances and all laws and regulations governing said development; and

WHEREAS, the Plan Commission and Common Council of the CITY have given conditional Preliminary Plat approval to the development, as shown on the document marked "Preliminary Plat" on file in the CITY Clerk's office, generally depicted on EXHIBIT C,

conditioned in part upon the DEVELOPER and the CITY entering into a DEVELOPER's Agreement, as well as other conditions as approved by the CITY Common Council; and

WHEREAS, the DEVELOPER intends to develop the SUBJECT LANDS in phases, and this Agreement sets forth the terms and conditions for the development of Phase 3 only. The Legal Description of the Phase 3 lands are depicted on EXHIBIT B.

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

DEVELOPER'S COVENANTS

SECTION I. IMPROVEMENTS

A. PUBLIC STREETS: The DEVELOPER hereby agrees that:

1. Prior to the start of construction of improvements, the DEVELOPER shall provide to the CITY written certification from the DEVELOPER'S Engineer or Surveyor that all public street plans are in conformance with all Federal, State and CITY specifications, regulations and ordinances, and written proof from the CITY Engineer evidencing review and approval of said plans.

2. The DEVELOPER shall grade and install all planned public streets in accordance with the preliminary plat, approved development plan of said development or subdivision, or final plat as the case may be and the plans and specifications on file in the CITY Public Works office.

3. Construction of the public streets providing access to and fronting a specific lot will be completed through the first lift of asphalt before any building permits are issued for said lot.

4. The first lifts of the public streets will be completed no later than one (1) year from the date of this Agreement, or as extended by the Director of Public Works.

5. The final lift of asphalt shall be placed on all public streets after at least one winter season, but not later than two (2) years from the date of this Agreement, unless extended by the Director of Public Works.

6. The DEVELOPER shall maintain public streets, including snowplowing, until accepted by the CITY.

7. The DEVELOPER shall comply with the specifications for all public facilities set forth in the City of Oconomowoc Specifications. Record drawings, including digital as-built plans, shall be provided to all appropriate City departments as required by the City of Oconomowoc Specifications on file in the office of the Department of Public Works prior to any building permits being issued.

8. The DEVELOPER shall construct sidewalks and/or public trail on both sides of all internal streets, including cul-de-sacs no later than one (1) year from the date of this Agreement, or as extended by the Director of Public Works. Sidewalks shall be constructed in accordance with the plans, specifications and drawings to be submitted to and approved by the City Engineer, the Department of Public Works, and the Common Council before any building permits are issued.

9. Contractors working on the development or on individual lots shall clean up all mud, dirt, stone or debris on the streets no later than the end of each working day. In addition, the DEVELOPER shall have ultimate responsibility for cleaning up any and all mud, dirt, stone or debris on the streets until such time as the final lift of asphalt has been installed by the DEVELOPER and accepted by the CITY. The CITY shall make a reasonable effort to require the contractor, who is responsible for placing the mud, dirt, stone or debris on the street, to clean up the same or to hold the subject property owner who hired the contractor responsible. The DEVELOPER and/or subject property owner shall clean up the streets within twenty-four (24) hours after receiving a notice from the CITY. If said mud, dirt, stone or debris are not cleaned up after notification, the CITY will do so at the DEVELOPER's and/or subject property owner's expense, at the option of the CITY.

B. SANITARY SEWER: The DEVELOPER hereby agrees:

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

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

3. To be responsible for the associated cost for the CITY to clean and televise all sanitary sewers in the SUBJECT LANDS prior to the first lift of asphalt and acceptance of the improvements and issuance of building permits by the CITY. DEVELOPER shall repair any defects as determined by the CITY Engineer.

4. To comply with the specifications for all public facilities set forth in the City of Oconomowoc Specifications. Record drawings, including digital record drawing plans, shall be provided to all appropriate City departments as required by the City of Oconomowoc Specifications on file in the office of the Department of Public Works prior to any building permits being issued.

5. That no building permits shall be issued until the sanitary sewer system for the SUBJECT LANDS has been dedicated to the City and substantial completion has occurred.

C. WATER: The DEVELOPER hereby agrees:

1. Prior to the start of construction of improvements, to provide to the CITY written certification from the DEVELOPER's Engineer that the water system plans are in

conformance with all Federal, State and CITY specifications, regulations, ordinances and guidelines and written proof that the CITY Utility Engineer has approved said plans.

2. To construct all watermains in the development so there are no radial sections or dead ends, unless approved by the Water Utility. All looping and ties must be completed within three (3) years of the date of this Agreement, except for previously agreed upon water main loops including Aberdeen Pl and Scotsland Ln as part of the phase 3 agreement Those segments shall follow the timeframe within their respective agreements.

3. In the event that, due to proposed phasing, a situation is created where watermain looping and ties are not able to be completed until future phases are constructed, DEVELOPER shall provide easements and financial assurances necessary for the City to complete the work should the DEVELOPER be unable to.

4. Since it is anticipated that DEVELOPER will be developing the SUBJECT LANDS in phases, the necessary watermain looping and ties depicted on EXHIBIT D shall be constructed as work progresses. Accordingly, DEVELOPER shall complete the watermain looping and ties no later than thirty-six (36) months of the date of this Agreement being signed and shall provide the Financial Guarantees set forth in Section X herein in relation to these improvements.

5. To construct, furnish, install and provide a complete water system for the SUBJECT LANDS, all in accordance with the plans, specifications and drawings on file in the CITY Public Works office and all applicable Federal, State and CITY ordinances and specifications, regulations and guidelines for the construction of water systems in the CITY and as approved by the CITY Utility Engineer. No water lateral service valve shall be located within a driveway or sidewalk. Water valve boxes will not be accepted until the final lift of pavement has been approved by the CITY.

6. To comply with the specifications for all public facilities set forth in the City of Oconomowoc Specifications. Record drawings, including digital record drawings plans, shall be provided to all appropriate City departments as required by the City of Oconomowoc Specifications on file in the office of the Department of Public Works prior to any building permits being issued.

7. That no building permits shall be issued until the water system for the SUBJECT LANDS has been dedicated to the City and substantial completion has occurred.

D. SURFACE AND STORMWATER DRAINAGE: The DEVELOPER hereby agrees:

1. Prior to the start of construction of improvements, to provide to the CITY written certification from the DEVELOPER'S Engineer or Surveyor that all surface and stormwater drainage facilities and erosion control plans are in conformance with all Federal, State and CITY regulations, guidelines, specifications, laws and ordinances, and written proof that the CITY Engineer has reviewed and approved said plans.

2. To provide CITY with the recorded Stormwater Maintenance Agreement and erosion control permit required by the City.

3. To shall construct, install, furnish and provide adequate facilities for surface and stormwater drainage throughout the development with adequate capacity to transmit the

anticipated flow from the development and adjacent property, in accordance with all plans and specifications on file in the CITY Public Works office, and all applicable federal, state, county and CITY regulations, guidelines, specifications, laws and ordinances, and as reviewed and approved by the CITY Engineer including where necessary as determined by the CITY Engineer, curb, gutter, storm sewers, catch basins and infiltration/retention/detention basins.

4. To complete the site grading and construction of surface and stormwater drainage facilities to be accepted by the CITY before any building permits are issued.

5. To maintain roads free from mud and dirt from construction of the development.

6. That the CITY will not accept the surface and stormwater drainage system until the entire system is installed and landscaped in accordance with plans and specifications to the satisfaction of the CITY Engineer.

7. To shall clean all storm sewers, if any, prior to issuance of building permits and acceptance of improvements by the CITY.

8. That the CITY retains the right to require DEVELOPER to install additional surface and stormwater drainage measures if it is determined by the CITY Engineer that the original surface and stormwater drainage plan as designed and/or constructed does not provide reasonable stormwater drainage within the development and surrounding area.

9. To comply with the specifications for all public facilities set forth in the City of Oconomowoc Specifications. Record drawings, including digital as-built plans, shall be provided to all appropriate City departments as required by the City of Oconomowoc Specifications on file in the office of the Department of Public Works prior to any building permits being issued.

10. Before storm water facilities are turned over to the Homeowner's Association, an inspection shall be performed with City & Design Engineer for compliance verification. This shall include, but not limited to, infiltration testing and evaluation of sufficient vegetative growth.

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

1. Prior to commencing site grading and excavation, to provide to the CITY written certification from the DEVELOPER'S Engineer or Surveyor that said plan, once implemented, shall meet all federal, state, county and local regulations, guidelines, specifications, laws and ordinances, including proof of notification of land disturbances to the State of Wisconsin Department of Natural Resources, if applicable, and written proof that the CITY Engineer, and the Army Corps of Engineers, if applicable, have approved said plans.

2. To cause all grading, excavation, open cuts, side slopes and other land surface disturbances to be so seeded and mulched, sodded or otherwise protected that erosion, siltation, sedimentation and washing are prevented in accordance with the plans and specifications reviewed and approved by the State of Wisconsin Department of Natural Resources, if applicable, and written proof that the CITY Engineer, and the Army Corps of Engineers, if applicable, have approved said plans.

3. To restore all disturbed areas to the satisfaction of the CITY Public Works within seven (7) days of disturbance. Any cash or letter of credit posted with the CITY will not be released until the CITY Public Works is satisfied that no further erosion measures are required.

4. To comply with the specifications for all public facilities set forth in the City of Oconomowoc Specifications. Record drawings, including digital as-built plans, shall be provided to all appropriate City departments as required by the City of Oconomowoc Specifications on file in the office of the Department of Public Works prior to any building permits being issued.

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

1. To preserve to the maximum extent possible existing trees, shrubbery, vines, and grasses not actually lying on the public streets, drainage ways, building foundation sites, driveways, soil absorption waste disposal areas, paths and trails by use of sound conservation practices.

2. To remove and lawfully dispose of buildings, destroyed trees, brush, tree trunks, shrubs and other natural growth and all rubbish, as required by the CITY.

3. To remove all unwanted items, including buildings, and complete all landscaping, to be certified as complete by the CITY Engineer prior to the issuance of any building permits.

4. To delineate all wetlands by a certified wetland scientist that are on or adjacent to private lots by means of cedar posts, as approved by the CITY Staff prior to the issuance of building permits.

5. That the CITY has the right to trim and remove any features which would interfere with safe operation and maintenance of the CITY rights-of-way and drainage ways.

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

1. That all street signs, traffic control signs, posts and guard rails as required by the CITY shall be obtained and placed by the CITY and the cost thereof shall be paid by the DEVELOPER. There are 6 proposed signs for phase 4. The cost of each street sign pole installation shall be $200; thus DEVELOPER shall pay the CITY the sum of $1,200. Payment shall be made before execution of the final plat.

2. That all traffic control signs and street signs, as required by the CITY will be installed within ten (10) working days of the placement of the first lift of asphalt.

H. STREETLIGHTS: The DEVELOPER hereby agrees to have installed a street lighting system in the development according to a plan prepared by the CITY Utilities, or its approved designer, prior to issuance of building permits unless waived by CITY Staff.

I. ADDITIONAL IMPROVEMENTS:

The DEVELOPER hereby agrees that if, at any time after plan approval and during construction, the CITY Staff determines that modifications to the plans including additional improvements such as additional drainage ways, erosion control measures, and surface and

stormwater management measures are necessary in the interest of public safety, are necessary in order to comply with current laws or are necessary for implementation of the original intent of the improvement plans, the CITY is authorized to order DEVELOPER, at DEVELOPER'S expense, to implement the same. If DEVELOPER fails to construct the additional improvement within a reasonable time under the circumstances, the CITY may cause such work to be carried out and shall charge against the financial guarantee held by the CITY pursuant to this Agreement.

SECTION II. TIME OF COMPLETION OF IMPROVEMENTS:

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

SECTION III. FINAL ACCEPTANCE.

Throughout this Agreement, various stages of the development will require approval by the CITY. "Final Acceptance" as used herein, however, shall be the ultimate acceptance of all of the improvements in the completed development as a whole, and shall be granted specifically by a letter from the City Engineer. During the guarantee period, the CITY will hold 10% of the letter of credit for the final lift of asphalt cost. The guarantee period provided for the final lift shall not commence to run until Final Acceptance. The issuance of building permits and approval of various items of development shall not commence the guarantee period.

SECTION IV. DEDICATION OF IMPROVEMENTS:

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

Dedication shall not constitute acceptance of any improvement by the CITY. All improvements will be accepted by the CITY at such time as such improvements are in acceptable form and according to the CITY specifications. DEVELOPER will furnish proof to the CITY, prior to the dedication required, that the public land and improvements proposed for dedication are free of all liens, claims and encumbrances, including mortgages.

SECTION V. ACCEPTANCE OF WORK AND DEDICATION:

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

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

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

SECTION VII. GUARANTEES OF IMPROVEMENTS:

A. Guarantee. The DEVELOPER shall guarantee after Substantial Completion, the public improvements and all other improvements described in Section I hereof, against defects due to faulty materials or workmanship, provided that such defects appear within a period of one year from the date of Substantial Completion as part of the Letter of Credit described in Section X. Ten percent (10%) of the total cost of all public improvements will be held from the Letter of Credit as the financial assurance for this. Substantial Completion shall be as defined in Wisconsin Statutes 236.13(2)(a)2. The DEVELOPER shall pay for any damages to CITY property and/or improvements resulting from such faulty materials or workmanship. This guarantee shall not be a bar to any action the CITY might have for negligent workmanship or materials. Wisconsin law on negligence shall govern such situations. If the DEVELOPER fails to pay for any damages or defects to CITY property and/or improvements, and the CITY is required to draw against the cash or letter of credit on file with the CITY, the DEVELOPER is required to replenish said monies up to the aggregate amount of ten percent (10%) of the total cost of all public improvements.

B. Obligation to Repair. The DEVELOPER shall make or cause to be made, at its own expense, any and all repairs which may become necessary under and by virtue of the DEVELOPER'S guarantee and shall leave the improvements in good and sound condition, satisfactory to the CITY at the expiration of the guarantee period.

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

D. Maintenance Prior to Acceptance.

1. All improvements shall be maintained by the DEVELOPER, so they conform to the approved plans and specifications at the time of their Final Acceptance by the CITY. This maintenance shall include routine maintenance, asphalt repairs, concrete repairs and the like. In cases where emergency maintenance is required, the CITY retains the right to

complete the required emergency maintenance in a timely fashion and bill the DEVELOPER for all such associated costs. Said bill shall be paid immediately by the DEVELOPER. The DEVELOPER'S obligation to maintain all improvements shall expire at the expiration of the guarantee period.

2. Street sweeping and dust suppression shall be done by the DEVELOPER upon a regular basis as needed to ensure a reasonably clean and safe roadway until Final Acceptance by the CITY. Should the DEVELOPER fail to meet this requirement, the CITY will cause the work to be done and will bill the DEVELOPER on a time and material basis. Said bill shall be paid immediately by the DEVELOPER.

3. In the event drainage problems arise within the SUBJECT LANDS or related activities on the SUBJECT LANDS, the DEVELOPER shall correct such problems to the satisfaction of the CITY Staff. Such correction measures shall include, without limitation because of enumeration, cleaning of soil, loose aggregate and construction debris from culverts, pipes, drainage ditches and streets; dredging and reshaping of siltation or retention ponds; replacing of siltation fences; sodding and seeding; construction of diversion ditches, ponds and siltation traps; and restoration of all disturbed areas. This responsibility shall continue until such time as the roads, ditches, and other disturbed areas have become adequately vegetated and the CITY is satisfied that the DEVELOPER has restored all areas which were disturbed because of this development.

SECTION VIII. CITY RESPONSIBILITY FOR IMPROVEMENTS:

The CITY shall not be responsible to perform repair, maintenance, or snow plowing on any improvements until accepted by the CITY. Snowplowing will be completed on any public streets where the binder has been accepted.

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

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

SECTION X. FINANCIAL GUARANTEE:

The DEVELOPER has filed with the CITY cash or a letter of credit setting forth terms and conditions in a form approved by the CITY Attorney in the amount of 110% of the cost for the public improvements and stormwater management as approved by the CITY Engineer as a guarantee that the DEVELOPER will perform all terms of this Agreement no later than one year from the signing of this Agreement except as otherwise set forth in this Agreement. If at any time:

A. The DEVELOPER is in default of any aspect of this Agreement, or

B. The DEVELOPER does not complete the installation of the improvements within one (1) year from the signing of this Agreement unless otherwise extended by this Agreement or by action of the CITY COMMON COUNCIL, or

C. The letter of credit on file with the CITY is dated to expire sixty (60) days prior to the expiration of the same with an automatic renewal unless notice is given of expiration or replaced, or

D. The DEVELOPER fails to maintain a cash deposit or letter of credit in an amount approved by CITY Engineer, and in a form approved by the CITY Attorney, to pay the costs of improvements in the development, the DEVELOPER shall be deemed in violation of this Agreement and the CITY shall have the authority to draw upon the letter of credit.

The amount of the letter of credit may be reduced from time to time as and to the extent that the portion of work required under this Agreement is completed, paid for and accepted by the CITY, provided that the remaining letter of credit is sufficient to secure payment for any remaining improvements and also provided that no reduction shall occur until it is approved in writing by the CITY Director of Finance. The CITY is hereby authorized to contact directly the Developer's or contractor's financial agent from time to time regarding the sufficiency of the financial guarantee.

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

SECTION XI. BUILDING AND OCCUPANCY PERMITS:

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

A. The installation of the first lift of asphalt of the public street(s) providing access to and fronting a specific lot for which a building permit is requested has been completed (substantial completion) and accepted by the CITY. Upon such substantial completion, any outstanding local building permits that are related to, and dependent upon, substantial completion shall be released.

B. The site grading and construction of surface and stormwater drainage facilities required to serve such homes are completed, are connected with an operating system as required herein, and are cleaned as needed.

C. All landscaping and removal of unwanted items, including buildings, has been certified as complete by the CITY.

D. All required grading plans have been submitted to and reviewed by the CITY.

E. The DEVELOPER has paid in full all fees, assessments and reimbursement of administrative costs as required by this Agreement.

F. The DEVELOPER has prepared appropriate deed restrictions which are approved by the CITY Attorney, filed with the CITY Clerk and recorded with the Register of Deeds.

G. All destroyed trees, brush, tree trunks, shrubs and other natural growth and all rubbish are removed from the development and disposed of lawfully.

H. All required record drawings plans for the SUBJECT LANDS have been submitted.

I. All public and private utilities have been installed in the SUBJECT LANDS, including street lighting fixtures, stormwater, sanitary sewer, water and electrical.

J. The DEVELOPER is not in default of any aspect of this Agreement.

K. There is no default of any aspect of this Agreement as determined by the CITY.

L. The DEVELOPER has delineated the wetlands that are on or adjacent to private lots by means of cedar posts, as approved by the CITY Staff prior to the issuance of building permits.

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

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

SECTION XIII. VACANT LOT MAINTENANCE EASEMENT.

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

SECTION XIV. VACANT LOT MAINTENANCE.

Developer shall guarantee that all vacant lots under their ownership in the SUBJECT LANDS shall, at all times, be properly maintained to the minimum standards described in the CITY Municipal Code.

SECTION XV. MISCELLANEOUS REQUIREMENTS: The DEVELOPER shall:

A. EASEMENTS:

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

B. TREE PLANTING:

CITY requires street trees to be planted in the terrace area of the street right-of-way. A plan identifying the tree species and locations is required per Chapter 18, which is the Platting and Subdivision Ordinance. The City standards require that 3 street trees be planted per 100 linear feet of roadway centerline to be planted by the CITY Forestry Department at the appropriate time, with the costs of the trees paid in advance by DEVELOPER. DEVELOPER's plat shows 3,055 linear feet of street resulting in the need for 91 trees. The cost of each tree shall be $600; thus, DEVELOPER shall pay the CITY the sum of $54,600. Payment shall be made before execution of the final plat.

C. MANNER OF PERFORMANCE:

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

D. SURVEY MONUMENTS:

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

E. DEED RESTRICTIONS:

Execute and record deed restrictions in a form that is subject to the approval of the CITY Attorney and provide proof of recording prior to sale of lots for the SUBJECT LANDS. The Deed Restrictions shall contain language to require the lot owners and/or homeowner's association within the subdivision to maintain all stormwater management facilities in accordance with the recorded stormwater maintenance agreement. The deed restrictions shall also contain the following language:

> "Each lot owner must strictly adhere to and finish grade its lot in accordance with the Grading Plan or any amendment thereto approved by the CITY Engineer on file in the office of the CITY Clerk. The DEVELOPER and/or the CITY and/or their agents, employees or independent contractors shall have the right to enter upon any lot, at any time, for the purpose of inspection, maintenance, correction of any drainage condition, and the property owner is responsible for cost of the same."

F. GRADES:

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

G. UNDERGROUND UTILITIES:

1. CITY Electric Utility. The DEVELOPER shall be responsible for the installation cost of electrical infrastructure to make proper and adequate service available to each unit in the SUBJECT LANDS. The electrical system, except for necessary appurtenances, shall be

underground. The electric system shall be designed by CITY Electric Utility staff or their representative.

The DEVELOPER shall pay for all costs of design, installation, engineering and relocation of all electrical infrastructure required for the SUBJECT LANDS. Pursuant to Wisconsin Public Service Commission rules, payment for the costs of the electric infrastructure shall be made prior to the Electric Utility commencing work on the project. The prepayment shall be based upon a project estimate prepared by the Electric Utility. Upon completion of the project, a final determination shall be made with regard to the accuracy of the prepayment. A refund will be made in the event of overpayment; and in the event the project estimate was less than the actual costs, the DEVELOPER will be billed for the difference. The CITY Electric Utility must approve scheduling for the installation of the electric facilities for the project. Coordination between the Electric Utility and all other utilities shall be the responsibility of the DEVELOPER. The DEVELOPER shall comply with all rules and regulations of the CITY Electric Utility. The timing and schedule of the electrical work for the Project shall be agreed upon by the DEVELOPER and CITY Electric Utility and shall take in consideration the overall construction schedule for the project.

CITY Electric facilities cannot be installed until DEVELOPER provides notification that all lot corners and easements are staked, and the grade is plus or minus 4 inches of the final grade. If the grade changes more than 4 inches after CITY Electric facilities have been installed, these facilities will be relocated at the expense of the DEVELOPER.

2. Streetlamps. The CITY Electric Utility shall design the street lighting system and install all public streetlamps planned for the SUBJECT LANDS. DELVELOPER will pay for the cost of facilities and installation. Requirements for streetlamps shall be established by the CITY Electric Utility pursuant to §18.05(5m) of the Municipal Code.

3. Other Utilities. DEVELOPER shall be responsible for and cause telephone, cable, natural gas and any other utility facilities required by CITY or DEVELOPER to be installed in such manner as to make proper and adequate service available to the SUBJECT LANDS. None of such services shall be located on overhead poles. Plans indicating the proposed location of all such utilities to service the SUBJECT LANDS shall be approved by the CITY Electric Utility staff.

H. PERMITS:

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

I. REMOVAL OF TOPSOIL:

The DEVELOPER agrees that no topsoil shall be removed from the SUBJECT LANDS without approval from the CITY Director of Public Works.

J. PARK AND PUBLIC SITE DEDICATION FEES:

To pay as provided in the CITY Ordinances, a fee per lot developed in lieu of dedication of lands for park and public sites.

K. APPLICABLE FEES:

Currently per CITY Ordinances, each lot will be responsible at the time of issuance of a building permit to pay impact and other fees. DEVELOPER agrees to notify all prospective purchasers of lots within the subdivision of the fees applicable at the time a building permit is applied for and that the fees may increase annually hereafter. The fees in place at the time of this Agreement are shown on EXHIBIT E.

L. DIGGERS HOTLINE:

Developer shall become a member of Diggers Hotline and provide evidence of such membership to the CITY Clerk before commencement of any land disturbing activities on the Subject Lands. Developer shall maintain said membership until all subsurface Improvements required under Section I have been finally accepted by the CITY as provided in Section III. Until the record drawings have been filed with the CITY Engineer, the CITY shall not be responsible for responding to requests for utility and other underground locates (Digger's Hotline). All requests for utility and other underground locates shall be referred to the DEVELOPER. This does not apply to electric utility underground locates which shall be done by the CITY Electric Utility.

M. NOISE:

Make every effort to minimize noise, dust and similar disturbances, recognizing that the SUBJECT LANDS are located near existing residences. Construction of improvements shall not begin before 7:00 a.m. during weekdays and Saturdays, and 9:00 a.m. on Sundays. Construction of improvements shall not continue beyond 7:00 p.m. during weekdays and Saturdays, and 5:00 p.m. on Sundays.

N. DEBRIS:

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

O. DUTY TO CLEAN ROADWAYS:

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

P. PUBLIC CONSTRUCTION PROJECTS:

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

Q. ZONING CODE:

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

R. TEMPORARY TURN-AROUND IMPROVEMENT

A Temporary Turn-Around has been included on the plans for all dead-end streets. DEVELOPER shall install a paved surface in conformity with reasonable specifications provided by the CITY Engineer. DEVELOPER may remove the Temporary Turn-Around upon written approval of the CITY Engineer.

S. PATHWAYS AND FENCING

DEVELOPER has incorporated pathways and fencing within the development proposal on file with the CITY. DEVELOPER shall install all pathways and fencing in conformity with said plans.

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

The DEVELOPER shall pay and reimburse the CITY promptly upon billing for all fees, expenses, costs and disbursements which shall be incurred by the CITY in connection with this development or relative to the construction, installation, dedication and acceptance of the development improvements covered by this Agreement, including without limitation by reason of enumeration, design, engineering, review, supervision, inspection and legal, administrative and fiscal work. CITY employee costs shall be based on an annual rate determination by the CITY. Any costs for outside consultants shall be charged at the rate the consultant charges the CITY. Any such charge not paid by DEVELOPER within thirty (30) days of being invoiced may be charged against the financial guarantee held by the CITY pursuant to this Agreement or assessed against the development land as a special charge pursuant to §66.0627, Wis. Stats.

SECTION XVII. GENERAL INDEMNITY:

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

SECTION XVIII. OVERSIZING:

A. DEVELOPER shall assume the cost of installing all mains, laterals to the lot lines and system appurtenances within the proposed SUBJECT LANDS except for the added cost of materials for installing sanitary and water mains larger than 8 inches in diameter in residential development areas. DEVELOPER shall bear the expense of oversizing, the cost thereof to be borne by the owner or developer of other areas, the development of which made such oversizing necessary. CITY shall act as collecting agent and arbitrator, charging the subsequent developer and reimbursing the developer paying the expense of oversizing at such time as the subsequent development occurs. Any oversizing required for capacity to serve the SUBJECT LANDS or for fire flows is the responsibility of the DEVELOPER.

B. The CITY agrees to allow the DEVELOPER to connect to the CITY's municipal water system and sewerage system at such time as the water system and sanitary sewer system required herein has been dedicated to and accepted by the CITY.

SECTION XIX. INSURANCE:

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

SECTION XX. EXCULPATION OF CITY CORPORATE AUTHORITIES:

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

SECTION XXI. GENERAL CONDITIONS AND REGULATIONS:

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

SECTION XXII. ZONING:

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

SECTION XXIII. COMPLIANCE WITH CODES AND STATUTES:

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

SECTION XXIV. PRELIMINARY PLAT AND FINAL PLAT CONDITIONS:

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

SECTION XXV. AGREEMENT FOR BENEFIT OF PURCHASERS:

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

SECTION XXVI. ASSIGNMENT:

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

SECTION XXVII. PHASED DEVELOPMENT:

DEVELOPER intends to develop the entire subdivision in multiple phases. This Agreement sets forth all terms and conditions related to Phase 4 of the subdivision development. Except as otherwise specifically provided in this Agreement, no construction outside of Phase 4 (other than completion of work in Phase 1-3) shall be permitted without new Developers Agreement(s) for future phases or otherwise approved by the Common Council.

SECTION XXVIII. PARTIES BOUND:

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

SECTION XXIX. HEIRS & ASSIGNS:

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

SECTION XXX. AMENDMENTS:

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

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

OLDE HIGHLANDER
By: Olde Highlander LLC

By: _____
Bryan Lindgren, President

STATE OF WISCONSIN)
)ss.
COUNTY OF WAUKESHA)

Personally came before me this _____ day of _____, 2026, the above named Bryan Lindgren, Authorized Signatory of Olde Highlander LLC, to me known to be the person who executed the foregoing instrument and acknowledged the same.

_____
NOTARY PUBLIC, STATE OF WI
My commission expires:_____

CITY OF OCONOMOWOC
WAUKESHA COUNTY, WISCONSIN

_____
Mayor Matt Rosek

_____
Clerk Gina Kozlik

STATE OF WISCONSIN)
)ss.
COUNTY OF WAUKESHA)

Personally came before me this _____ day of _____, _____, the above-named Matt Rosek CITY Mayor, and Gina Kozlik, CITY Clerk, of the above-named municipal corporation, to me known to be the persons who executed the foregoing instrument and to me known to be such CITY Mayor and CITY Clerk of said municipal corporation and acknowledged that they executed the foregoing instrument as such officers as the deed of said municipal corporation by its authority and pursuant to the authorization by the CITY COMMON COUNCIL from their meeting on the _____ day of _____, 2026.

_____
NOTARY PUBLIC, STATE OF WI
My commission expires:_____

APPROVED AS TO FORM:

City Attorney H. Stanley Riffle

EXHIBIT A

Phase 4 Project Locations

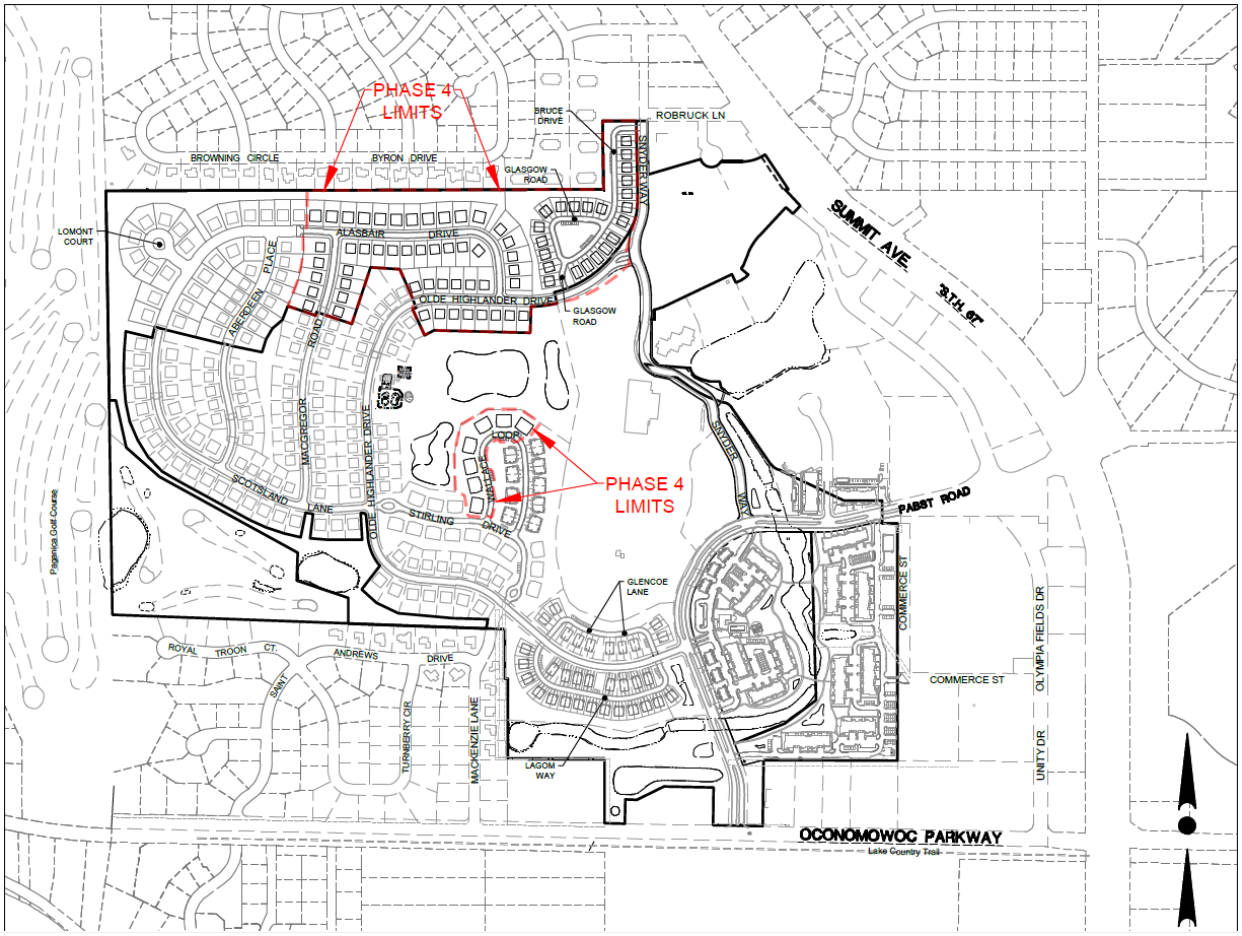


EXHIBIT B
Phase 4 Legal Description

OLDE HIGHLANDER – PHASE 4 AREA

LEGAL DESCRIPTION:

Lot 1 of Certified Survey Map No. 12483, recorded in the Office of the Register of Deeds for Waukesha County on August 31, 2023, as Document No. 4735427. Being a part of the Southwest 1/4 of the Southwest 1/4 of Section 3, the Northeast 1/4 of the Northeast 1/4 of Section 9, and the Northwest 1/4 of the Northwest 1/4 of Section 10, all in Town 7 North, Range 17 East, in the City of Oconomowoc, Waukesha County, Wisconsin.

Said Parcel contains 348,511 Square Feet (or 8.0007 Acres) of land, more or less.

AND;

Outlot 1 of Certified Survey Map No. _____, recorded in the Office of the Register of Deeds for Waukesha County on, _____, 20_____, as Document No._____. Being a part of the Northwest 1/4 of the Northwest 1/4 of Section 10, Town 7 North, Range 17 East, in the City of Oconomowoc, Waukesha County, Wisconsin.

Said Parcel contains 3,780 Square Feet (or 0.0868 Acres) of land, more or less.

AND;

All that part of Outlot 20 of "Olde Highlander Addition No. 3", recorded in the Office of the Register of Deeds for Waukesha County on October 3, 2025, as Document No. 4840145. Being part of the Northwest 1/4 and Northeast 1/4 of the Northeast 1/4 of Section 9, Town 7 North, Range 17 East, in the City of Oconomowoc, Waukesha County, Wisconsin, now being more particularly bounded and described as follows:

Commencing at the Northeast corner of said Section 9; Thence South 89°48'22' West and along the North line of the said Northeast 1/4 Section, 530.56 feet to the Northwest corner of Lot 1 of Certified Survey Map No. 12483; Thence South 02°00'39" East and along the West line of said Certified Survey Map, 107.13 feet to the place of beginning of lands hereinafter described;

Thence South 43°32'21" East and along the said West line of said Certified Survey Map, 115.60 feet to a point; Thence South 22°42'59" East and along the said West line of said Certified Survey Map, 114.74 feet to a point; Thence South 13°37'47" East and along the said West line of said Certified Survey Map, 89.85 feet to a point; Thence South 00°12'54" West and along the said West line of Certified Survey Map, 184.29 feet to a point; Thence Northeasterly 119.67 feet along the arc of a curve, whose center lies to the Northwest, whose radius is 570.00 feet, whose central angle is 12°01'46", and whose chord bears North 82°46'49" East, 119.45 feet to a point; Thence South 13°41'13" East, 60.00 feet to a point; Thence Southwesterly 141.30 feet along the arc of a curve, whose center lies to the Northwest, whose radius is 630.00 feet, whose central angle is 12°51'01", and whose chord bears South 83°08'51.5" West, 141.00 feet to a point; Thence South 01°21'28" West, 140.31 feet to a point; Thence North 88°38'32" West, 518.61 feet to a point; Thence South 63°47'56" West, 56.88 feet to a point; Thence North 24°40'57" West, 150.62 feet to a point on the South Right-of-Way line of "Olde Highlander Drive"; Thence Northeasterly 21.30 feet along the said South Right-of-Way line and the arc of a curve, whose center lies to the Southeast, whose radius is 270.00 feet, whose central angle is 04°31'09", and whose chord bears North 65°53'55.5" East, 21.29 feet to a point; Thence North 21°50'30" West, 60.00 feet to a point on the

EXHIBIT B-1
Phase 4 Legal Description Continued

North Right-of-Way line of said "Olde Highlander Drive"; Thence North 23°44'41" West, 167.31 feet to a point; Thence North 86°45'03" West, 156.63 feet to a point; Thence South 18°27'27" West, 318.51 feet to a point; Thence North 71°32'33" West, 200.00 feet to a point on the West Right-of-Way line of "Macgregor Road"; Thence South 18°27'27" West and along the said West Right-of-Way line, 19.76 feet to a point; Thence North 71°32'33" West, 155.84 feet to a point; Thence North 21°18'04" East, 152.22 feet to a point; Thence North 12°20'34" East, 72.54 feet to a point; Thence North 09°00'21" East, 68.43 feet to a point; Thence North 00°11'12" West, 92.19 feet to a point; Thence North 00°52'41" East, 60.00 feet to a point; Thence Southeasterly 21.07 feet along the arc of a curve, whose center lies to the Southwest, whose radius is 3030.00 feet, whose central angle is 00°23'55", and whose chord bears South 88°55'21" East, 21.07 feet to a point; Thence North 00°11'12" West, 140.79 feet to a point; Thence South 87°07'11" East, 441.17 feet to a point; Thence North 89°50'13" East, 167.80 feet to a point; Thence North 85°42'21" East, 174.44 feet to a point; Thence North 89°48'22" East, 100.21 feet to a point; Thence South 83°25'19" East, 138.72 feet to a point; Thence South 25°50'31" West, 151.47 feet to a point; Thence Southeasterly 30.03 feet along the arc of a curve, whose center lies to the Southwest, whose radius is 180.00 feet, whose central angle is 09°33'37", and whose chord bears South 59°22'41" East, 30.00 feet to a point; Thence North 35°24'08" East, 150.07 feet to the point of beginning of this description.

Said Parcel contains 728,484 Square Feet (or 16.7237 Acres) of land, more or less.

Date: 6/2/26



Grady L. Gosser

Grady L. Gosser, P.L.S.
Professional Land Surveyor S-2972
TRIO ENGINEERING, LLC
19035 W. Capitol Drive, Suite 200
Brookfield, WI 53045
Phone: (262)790-1480

EXHIBIT C
Preliminary Plat

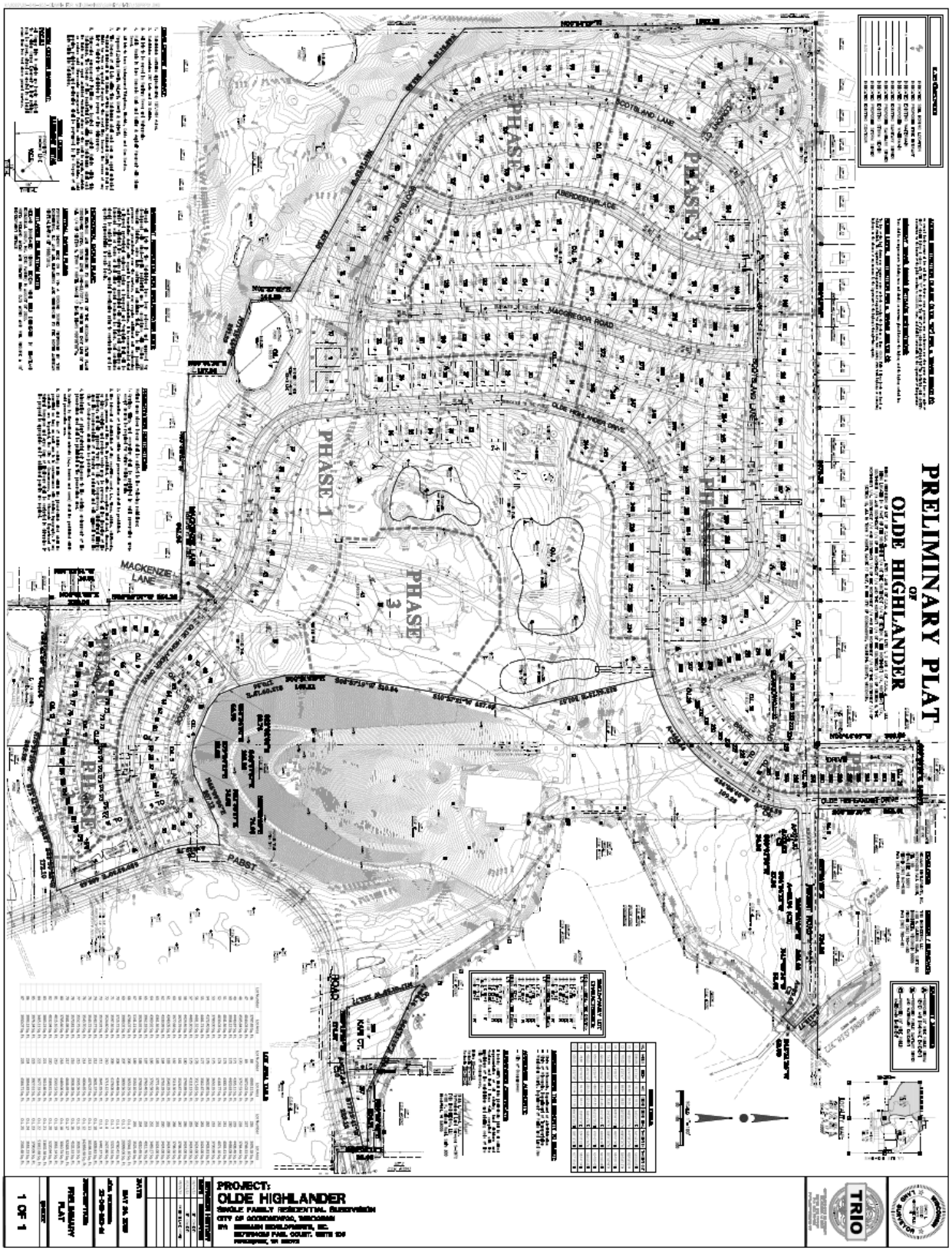


EXHIBIT D
Water Main Temporary Loop

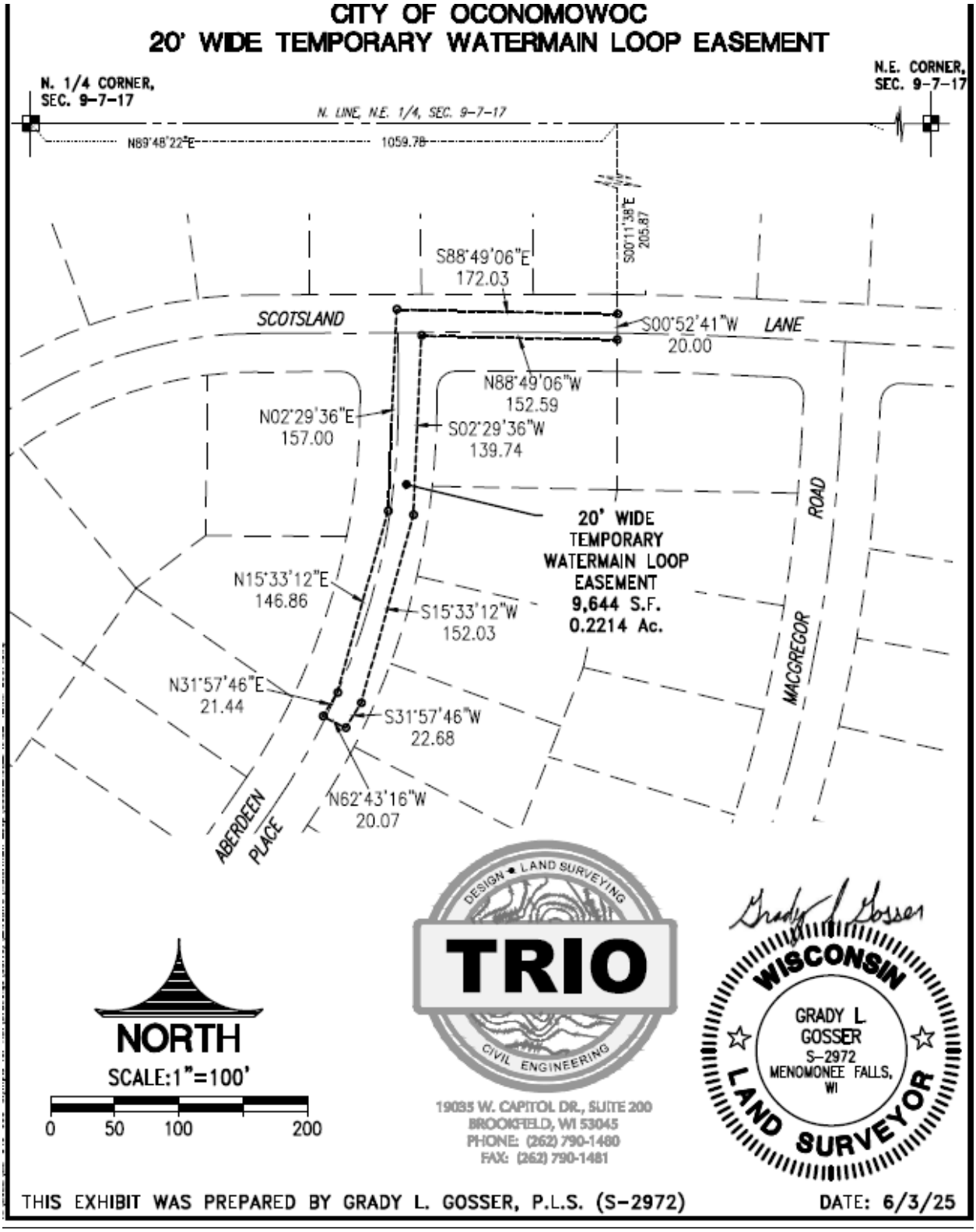


EXHIBIT D-1
Water Main Temporary Loop, Legal Description

CITY OF OCONOMOWOC
20' WIDE TEMPORARY WATERMAIN LOOP EASEMENT

LEGAL DESCRIPTION:

A 20' wide Temporary Watermain Loop Easement located on, over and across those lands being a part of the Northwest 1/4 of the Northeast 1/4 of Section 9, Town 7 North, Range 17 East, in the City of Oconomowoc, Waukesha County, Wisconsin, now being more particularly bounded and described as follows:

Commencing at the North 1/4 Corner of said Section 9; Thence North 89°48'22" East and along the North line of the said Northeast 1/4 Section, 1059.78 feet to a point; Thence South 00°11'38" East, 205.87 feet to the place of beginning of lands hereinafter described;

Thence South 00°52'41" West, 20.00 feet to a point; Thence North 88°49'06" West, 152.59 feet to a point; Thence South 02°29'36" West, 139.74 feet to a point; Thence South 15°33'12" West, 152.03 feet to a point; Thence South 31°57'46" West, 22.68 feet to a point; Thence North 62°43'16" West, 20.07 feet to a point; Thence North 31°57'46 East, 21.44 feet to a point; Thence North 15°33'12" East, 146.86 feet to a point; Thence North 02°29'36" East, 157.00 feet to a point; Thence South 88°49'06" East, 172.03 feet to the point of beginning of this description.

Said Easement contains 9,644 Square Feet (or 0.2214 Acres) of land, more or less.

Date: 6/3/26



Grady L. Gosser

Grady L. Gosser, P.L.S.
Professional Land Surveyor S-2972
TRIO ENGINEERING, LLC
19035 W. Capitol Road, Suite 200
Brookfield, WI 53045
Phone: (262) 790-1480

EXHIBIT E
Applicable Fees at Time of Agreement

The fees listed below are per each residential unit within the subdivision for 2026. Fees are revised annually. The actual fee charged at time of building permit will be based on the established fees for the year in which the building permit is applied for.

Sewer Availability Charge	$4,839.00
Highway and other Transportation Facilities Impact Fee	$471.00
Law Enforcement Facilities Impact Fee	$515.00
Park and Recreational Facilities Impact Fee	$3,487.00
Assessment Fee for New Construction	$50.00

MEMORANDUM

CLERKS

Date: June 16, 2026

To: Mayor, Common Council and Protection & Welfare Committee

From: Gina Kozlik, City Clerk

Re: Consider/act on Resolution 26-R3378 for the Renewal of Remaining Alcohol Beverage Licenses: July 1, 2026 – June 30, 2027

RELATES TO THE STRATEGIC PLAN

Strategic Goal – N/A

BACKGROUND

The Resolution includes all remaining license renewal applications for Class A, B and/or C alcohol beverage license(s) for the new licensing period July 1, 2026 to June 30, 2027. All licensees and premises are current with all obligations to the City and meet Chapter 12 code and State statutory requirements.

ADDITIONAL ANALYSIS

N\A

FINANCIAL IMPACT

N/A

COMMITTEE RECOMMENDATION

Motion to recommend to the Common Council.

SUGGESTED COMMON COUNCIL MOTION

Motion to adopt Resolution 26-R3378.

RESOLUTION NO. 26-R3378

RESOLUTION GRANTING RENEWAL OF 2026-2027 ALCOHOL BEVERAGE LICENSES

WHEREAS, applications for the following renewal licenses have been made, necessary fees deposited and all legal procedures have been taken, as per ordinance of the City of Oconomowoc.

NOW THEREFORE, BE IT RESOLVED by the Common Council of the City of Oconomowoc that the following licenses be granted (all will expire on June 30, 2027):

"Class A" Intoxicating Liquor/Fermented Malt Beverage Licenses:
(sell packaged intoxicating liquor/fermented malt beverages)

Spring Fast LLC (BP-W Discount Liquor)
1004 E. Summit Avenue
Sharon Walia, agent

Sausage Haus Inc.
523 Oakwood Avenue
Jesse Jerabek, agent

Class "A" Fermented Malt Beverage
(sell packaged fermented malt beverages only)

Doblado Mexican Grocery
202 E Wisconsin Avenue
Fernando Vargas, agent

Class "A" Fermented Malt Beverage / "Class A" Liquor (Cider only) Licenses:
(sell packaged fermented malt beverages & cider only)

Speedway, LLC (#4179)
403 E. Wisconsin Avenue
Vanessa Rodriguez, agent

Class "B" Fermented Malt Beverage / "Class C" Wine Licenses:
(serve fermented malt beverages and wine only)

Pub Summit 16 LLC
1004 E Summit Avenue, Suite 200
Devena Morrissy, agent

KGNMP Hotels LLC (Staybridge Suites)
1141 Blue Ribbon Drive
Kevin Patel, agent

"Class B" Intoxicating Liquor/Fermented Malt Beverage Licenses:
(serve intoxicating liquor/fermented malt beverages)

Fiesta Cancun, LLC
157 & 159 E. Wisconsin Avenue
Marcos Contreras, agent

Roots Coffeebar & Café LLC
124 E. Wisconsin Avenue
Hilary B. DeVries, agent

KM Hotel LLC (Hilton Garden Inn)
1443 Pabst Farms Circle
Kevin Patel, agent

Ruben's C LLC
203 E Wisconsin Avenue
Aidan Cervera, agent

JTKS Inc
1288 Summit Avenue, Suite 101-105
Tim Mueller, agent

Veterans of Foreign Wars (VFW Post 2260)
830 E. Wisconsin Avenue
Richard S. Hagedorn, agent

Links & Drinks LLC
1087 Summit Avenue
Scott Paar, agent

Wine Maniac's II, LLC
114 N. Main Street
Julie Sheaffer Jepsen, agent

Reserve "Class B" Intoxicating Liquor/Fermented Malt Beverage Licenses:
(serve intoxicating liquor/fermented malt beverages)

Gabriels' Taqueria LLC
126 N. Main St
Gabriel Vazquez-Lorenz, agent

Wine & Décor LLC (120 On Wisconsin)
120 E. Wisconsin Avenue
Brian Borkowski, agent

DATE: June 16, 2026

CITY OF OCONOMOWOC

ATTEST:

BY: _____
Matt Rosek, Mayor

_____
Gina Kozlik, City Clerk

MEMORANDUM

CLERKS

Date: June 11, 2026

To: Mayor, Common Council and Protection & Welfare

From: Gina Kozlik, Clerk

Re: Consider/act on Resolution 26-R3379 Granting New 2026 – 2027 "Class B" Intoxicating Liquor/Fermented Malt Beverage License to Perseverance Corp d/b/a Badger Burger

RELATES TO THE STRATEGIC PLAN

Strategic Goal - N/A

BACKGROUND

An application for a new "Class B" Intoxicating Liquor/Fermented Malt Beverage license from Perseverance Corp d/b/a Badger Burger Company, Mark Weiss, Agent, has been received for the property located at 1320 Pabst Farms Circle, Suite 170. The current business owner, Kelly Bukowski, notified the Clerk's office that she is selling the operating business known as Badger Burger effective July 1st. The applicant meets all State Statute and Chapter 12 requirements and is not making any changes to the interior or business operation.

ADDITIONAL ANALYSIS

N/A

FINANCIAL IMPACT

N/A

SUGGESTED COMMITTEE RECOMMENDATION

Motion to recommend to the Common Council.

SUGGESTED COUNCIL MOTION

Motion to adopt Resolution 26-R3379.

RESOLUTION NO. 26-R3379

RESOLUTION GRANTING NEW 2026 -2027 "CLASS B" INTOXICATING LIQUOR/FERMENTED MALT BEVERAGE LICENSE TO PERSEVERANCE CORP.

WHEREAS, an application for the following new license has been made, necessary fees deposited and all legal procedures have been taken, as per ordinance of the City of Oconomowoc.

NOW THEREFORE, BE IT RESOLVED by the Common Council of the City of Oconomowoc that the following license be granted (will expire on June 30, 2027):

"Class B" License
(serve intoxicating liquor/fermented malt beverages)

Perseverance Corp. (The Badger Burger Co.)
1320 Pabst Farms Circle, Suite 170
Mark Weiss, Agent

DATED: June 16, 2026

CITY OF OCONOMOWOC

By: _____
Matt Rosek, Mayor

ATTEST:

_____
Gina Kozlik, Clerk

"CLASS B" INTOXICATING LIQUOR/FERMENTED MALT BEVERAGE ESTABLISHMENTS
BEST AND HIGHEST LICENSE USE CRITERIA

Name of Establishment: Badger Burger - Oconomowoc

Please circle all that apply to the type of business you plan to provide:

The Committee shall consider the following:

1. Establishment with a Full-Service Bar
   - ➢ Full-Service Restaurant ✓
   - ➢ Taverns / Pubs
   - ➢ Hotel
   - ➢ Diner
   - ➢ Club
   - ➢ Café / Coffee Shop
   - ➢ Other: _____
2. Establishment w/o a Full-Service Bar

Seating Capacity Interior and Exterior:

1. 200 – 299
2. 100 – 199
3. 1 – 99 ✓

Food Served:

1. Full Meals ✓
2. Appetizers ✓
3. Catered Events ✓
4. Prepackaged Foods
5. Snacks (Pretzels, Peanuts, etc.)

Premise:

1. Previously Licensed ✓
2. Redevelopment Area
3. New Structure

Code Compliance:

1. No Outstanding Claims ✓
2. No Inspections Issues ✓
3. Annual Utility Reports Completed ✓

Number of Employees:

1. More than 50
2. Less than 50 ✓

MEMORANDUM

DEPARTMENT - WASTEWATER

Date: June 16, 2026

To: Mayor, Common Council and Utility Committee

From: Tim Reel, Wastewater Operations Manager

Re: Resolution 26-R3380, Approval of 2025 WDNR CMAR

RELATES TO THE STRATEGIC PLAN

Strategic Goal - Provide and Foster Safe and Clean Water

BACKGROUND

The Compliance Maintenance Annual Report (CMAR) is a yearly report required by the Wisconsin Department of Natural Resources (WDNR). The purpose of the (CMAR) is to evaluate the overall operational status of the Wastewater Utility. It does this by evaluating criteria for process performance, hydraulic loadings, financial management, staffing and collection system operations. The grade received in each specific category provides feedback to the Owner that could serve to identify operational needs or deficiencies. Further, the requirement to pass a Resolution by a community's governing body is a means to promote communication between decision makers and operating staff. The CMAR program also encourages actions that:

- Promote the owners' awareness and responsibility for wastewater collection and treatment needs.
- Maximize the useful life of wastewater treatment systems through improved operation & maintenance.
- Initiate formal planning, design and construction for system upgrades.

Attached is the 2025 CMAR for your review. You will note on the Summary Page our grade value is an A or 4.0 for the year. The nine categories of the report and their grade values are as follows:

Influent	A or 4.0
BOD/CBOD	A or 4.0
TSS	A or 4.0
Phosphorus	A or 4.0
Biosolids	A or 4.0
Staffing/PM	A or 4.0
Operator Certification	A or 4.0
Financial	A or 4.0
Collection	A or 4.0

RECOMMENDATION

Recommend approval of the 2025 CMAR Resolution to council. This report must be approved by the City Council to fulfill the requirements of the DNR.

SUGGESTED MOTION

Motion to approve Resolution # 26-R3380

U:Committee-Util/Recommendations/2026/Memo City of Oconomowoc WWTF 2025 eCMAR

RESOLUTION NO. 26-R3380

FOR THE WISCONSIN DNR COMPLIANCE MAINTENANCE ANNUAL REPORT (CMAR) FOR 2025 WASTEWATER OPERATIONS

RESOLVED, that the City of Oconomowoc informs the Department of Natural Resources that the following actions were taken by the Common Council:

Reviewed the 2025 Compliance Maintenance Annual Report which is attached to the Resolution.

DATED: June 16, 2026

CITY OF OCONOMOWOC

By: _____
Matt Rosek, Mayor

ATTEST:

_____
Gina Kozlik, Clerk

Compliance Maintenance Annual Report

Oconomowoc Wastewater Treatment Plnt

Last Updated: 6/1/2026 Reporting For: **2025**

Influent Flow and Loading

1. Monthly Average Flows and BOD Loadings

1.1 Verify the following monthly flows and BOD loadings to your facility.

Influent No. 701	Influent Monthly Average Flow, MGD	x	Influent Monthly Average BOD Concentration mg/L	x	8.34	=	Influent Monthly Average BOD Loading, lbs/day
January	2.0955	x	223	x	8.34	=	3,893
February	2.0388	x	238	x	8.34	=	4,052
March	2.2248	x	216	x	8.34	=	4,002
April	2.6644	x	220	x	8.34	=	4,883
May	2.5598	x	231	x	8.34	=	4,923
June	2.6082	x	207	x	8.34	=	4,499
July	2.5853	x	244	x	8.34	=	5,252
August	3.3924	x	164	x	8.34	=	4,640
September	2.6329	x	177	x	8.34	=	3,876
October	2.3036	x	183	x	8.34	=	3,510
November	2.2134	x	200	x	8.34	=	3,687
December	2.3026	x	197	x	8.34	=	3,781

2. Maximum Monthly Design Flow and Design BOD Loading

2.1 Verify the design flow and loading for your facility.

Design	Design Factor	x	%	=	% of Design
Max Month Design Flow, MGD	4.02	x	90	=	3.618
		x	100	=	4.02
Design BOD, lbs/day	8340	x	90	=	7506
		x	100	=	8340

2.2 Verify the number of times the flow and BOD exceeded 90% or 100% of design, points earned, and score:

	Months of Influent	Number of times flow was greater than 90% of	Number of times flow was greater than 100% of	Number of times BOD was greater than 90% of design	Number of times BOD was greater than 100% of design
January	1	0	0	0	0
February	1	0	0	0	0
March	1	0	0	0	0
April	1	0	0	0	0
May	1	0	0	0	0
June	1	0	0	0	0
July	1	0	0	0	0
August	1	0	0	0	0
September	1	0	0	0	0
October	1	0	0	0	0
November	1	0	0	0	0
December	1	0	0	0	0
Points per each		2	1	3	2
Exceedances		0	0	0	0
Points		0	0	0	0
Total Number of Points					**0**

0

Compliance Maintenance Annual Report

Oconomowoc Wastewater Treatment Plnt

Last Updated: 6/1/2026 Reporting For: **2025**

3. Flow Meter

3.1 Was the influent flow meter calibrated in the last year?

● Yes Enter last calibration date (MM/DD/YYYY): 2025-10-20

○ No

If No, please explain:

4. Sewer Use Ordinance

4.1 Did your community have a sewer use ordinance that limited or prohibited the discharge of excessive conventional pollutants ((C)BOD, SS, or pH) or toxic substances to the sewer from industries, commercial users, hauled waste, or residences?

● Yes

○ No

If No, please explain:

4.2 Was it necessary to enforce the ordinance?

○ Yes

● No

If Yes, please explain:

5. Septage Receiving

5.1 Did you have requests to receive septage at your facility?

Septic Tanks	Holding Tanks	Grease Traps
○ Yes	○ Yes	○ Yes
● No	● No	● No

5.2 Did you receive septage at your facility? If yes, indicate volume in gallons.

Septic Tanks

● Yes 3,447,895 gallons

○ No

Holding Tanks

● Yes 4,939,532 gallons

○ No

Grease Traps

○ Yes gallons

● No

5.2.1 If yes to any of the above, please explain if plant performance is affected when receiving any of these wastes.

We did receive loads described as holding tank waste from an industrial user which had significant levels of surfactants. This caused foaming issues from the headworks through aeration. Action was taken and no permit violations resulted from receipt of this product.

6. Pretreatment

6.1 Did your facility experience operational problems, permit violations, biosolids quality concerns, or hazardous situations in the sewer system or treatment plant that were attributable to commercial or industrial discharges in the last year?

○ Yes

● No

If yes, describe the situation and your community's response.

6.2 Did your facility accept hauled industrial wastes, landfill leachate, etc.?

○ Yes

● No

If yes, describe the types of wastes received and any procedures or other restrictions that were in place to protect the facility from the discharge of hauled industrial wastes.

Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	**A**

Compliance Maintenance Annual Report

Oconomowoc Wastewater Treatment Plnt

Last Updated: 6/1/2026 Reporting For: **2025**

Effluent Quality and Plant Performance (BOD/CBOD)

1. Effluent (C)BOD Results

1.1 Verify the following monthly average effluent values, exceedances, and points for BOD or CBOD

Outfall No. 001	Monthly Average Limit (mg/L)	90% of Permit Limit > 10 (mg/L)	Effluent Monthly Average (mg/L)	Months of Discharge with a Limit	Permit Limit Exceedance	90% Permit Limit Exceedance
January	15	13.5	2	1	0	0
February	15	13.5	5	1	0	0
March	15	13.5	6	1	0	0
April	15	13.5	3	1	0	0
May	7	7	4	1	0	0
June	7	7	1	1	0	0
July	7	7	1	1	0	0
August	7	7	1	1	0	0
September	7	7	2	1	0	0
October	7	7	1	1	0	0
November	15	13.5	1	1	0	0
December	15	13.5	2	1	0	0
* Equals limit if limit is <= 10						
Months of discharge/yr				12		
Points per each exceedance with 12 months of discharge					7	3
Exceedances					0	0
Points					0	0
Total number of points						**0**

0

NOTE: For systems that discharge intermittently to state waters, the points per monthly exceedance for this section shall be based upon a multiplication factor of 12 months divided by the number of months of discharge. Example: For a wastewater facility discharging only 6 months of the year, the multiplication factor is 12/6 = 2.0

1.2 If any violations occurred, what action was taken to regain compliance?

2. Flow Meter Calibration

2.1 Was the effluent flow meter calibrated in the last year?

● Yes Enter last calibration date (MM/DD/YYYY)

2025-10-20

○ No

If No, please explain:

3. Treatment Problems

3.1 What problems, if any, were experienced over the last year that threatened treatment?

Due to foaming in the aeration basins and cold conditions we ended up having frozen conditions in the aeration effluent channels. This led to a condition where Microthrix thrived. In order to combat the Microthrix we increased wasting. Increased wasting subsequently led to elevated levels of ammonia in the effluent. The end result was that we ran at a higher than normal ammonia effluent levels from mid February thru mid March. During this time we were able to resuspend solid material in the aeration effluent channels to avoid a significant repeat event.

Compliance Maintenance Annual Report

Oconomowoc Wastewater Treatment Plnt

Last Updated: 6/1/2026

Reporting For: **2025**

4. Other Monitoring and Limits

4.1 At any time in the past year was there an exceedance of a permit limit for any other pollutants such as chlorides, pH, residual chlorine, fecal coliform, or metals?

- ○ Yes
- ● No

If Yes, please explain:

4.2 At any time in the past year was there a failure of an effluent acute or chronic whole effluent toxicity (WET) test?

- ○ Yes
- ● No

If Yes, please explain:

4.3 If the biomonitoring (WET) test did not pass, were steps taken to identify and/or reduce source(s) of toxicity?

- ○ Yes
- ○ No
- ● N/A

Please explain unless not applicable:

Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	**A**

Compliance Maintenance Annual Report

Oconomowoc Wastewater Treatment Plnt

Last Updated: 6/1/2026 Reporting For: **2025**

Effluent Quality and Plant Performance (Total Suspended Solids)

1. Effluent Total Suspended Solids Results

1.1 Verify the following monthly average effluent values, exceedances, and points for TSS:

Outfall No. 001	Monthly Average Limit (mg/L)	90% of Permit Limit >10 (mg/L)	Effluent Monthly Average (mg/L)	Months of Discharge with a Limit	Permit Limit Exceedance	90% Permit Limit Exceedance
January	15	13.5	2	1	0	0
February	15	13.5	2	1	0	0
March	15	13.5	1	1	0	0
April	15	13.5	0	1	0	0
May	10	10	1	1	0	0
June	10	10	1	1	0	0
July	10	10	1	1	0	0
August	10	10	0	1	0	0
September	10	10	1	1	0	0
October	10	10	0	1	0	0
November	15	13.5	0	1	0	0
December	15	13.5	1	1	0	0
* Equals limit if limit is <= 10						
Months of Discharge/yr				12		
Points per each exceedance with 12 months of discharge:					**7**	**3**
Exceedances					0	0
Points					0	0
Total Number of Points						**0**

0

NOTE: For systems that discharge intermittently to state waters, the points per monthly exceedance for this section shall be based upon a multiplication factor of 12 months divided by the number of months of discharge.

Example: For a wastewater facility discharging only 6 months of the year, the multiplication factor is 12/6 = 2.0

1.2 If any violations occurred, what action was taken to regain compliance?

Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	**A**

Compliance Maintenance Annual Report

Oconomowoc Wastewater Treatment Plnt

Last Updated: 6/1/2026 Reporting For: **2025**

Effluent Quality and Plant Performance (Phosphorus)

1. Effluent Phosphorus Results

1.1 Verify the following monthly average effluent values, exceedances, and points for Phosphorus

Outfall No. 001	Monthly Average phosphorus Limit (mg/L)	Effluent Monthly Average phosphorus (mg/L)	Months of Discharge with a Limit	Permit Limit Exceedance
January	.95	0.569	1	0
February	.95	0.580	1	0
March	.95	0.518	1	0
April	.95	0.487	1	0
May	.95	0.551	1	0
June	.95	0.537	1	0
July	.95	0.571	1	0
August	.95	0.485	1	0
September	.95	0.558	1	0
October	.95	0.551	1	0
November	.95	0.574	1	0
December	.95	0.618	1	0
Months of Discharge/yr			12	
Points per each exceedance with 12 months of discharge:				**10**
Exceedances				0
Total Number of Points				**0**

0

NOTE: For systems that discharge intermittently to waters of the state, the points per monthly exceedance for this section shall be based upon a multiplication factor of 12 months divided by the number of months of discharge.

Example: For a wastewater facility discharging only 6 months of the year, the multiplication factor is 12/6 = 2.0

1.2 If any violations occurred, what action was taken to regain compliance?

Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	**A**

Compliance Maintenance Annual Report

Oconomowoc Wastewater Treatment Plnt

Last Updated: 6/1/2026

Reporting For: **2025**

Biosolids Quality and Management

1. Biosolids Use/Disposal

1.1 How did you use or dispose of your biosolids? (Check all that apply)

- ☒ Land applied under your permit
- ☐ Publicly Distributed Exceptional Quality Biosolids
- ☐ Hauled to another permitted facility
- ☐ Landfilled
- ☐ Incinerated
- ☐ Other

NOTE: If you did not remove biosolids from your system, please describe your system type such as lagoons, reed beds, recirculating sand filters, etc.

1.1.1 If you checked Other, please describe:

2. Land Application Site

2.1 Last Year's Approved and Active Land Application Sites

2.1.1 How many acres did you have?

1492.7 acres

2.1.2 How many acres did you use?

103.1 acres

2.2 If you did not have enough acres for your land application needs, what action was taken?

2.3 Did you overapply nitrogen on any of your approved land application sites you used last year? **0**

- ○ Yes (30 points)
- ● No

2.4 Have all the sites you used last year for land application been soil tested in the previous 4 years?

- ● Yes
- ○ No (10 points)
- ○ N/A

3. Biosolids Metals

Number of biosolids outfalls in your WPDES permit:

3.1 For each outfall tested, verify the biosolids metal quality values for your facility during the last calendar year.

Outfall No. 003 - Liquid Sludge

Parameter	80% of Limit	H.Q. Limit	Ceiling Limit	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	80% Value	High Quality	Ceiling
Arsenic		41	75			0	7.9			25			13				0	0
Cadmium		39	85			.68	.74			0			.91				0	0
Copper		1500	4300			700	760			910			910				0	0
Lead		300	840			19	21			19			20				0	0
Mercury		17	57			0	0			1.8			1.9				0	0
Molybdenum	60		75			11	12			16			15			0		0
Nickel	336		420			22	24			29			33			0		0
Selenium	80		100			0	0			0			0			0		0
Zinc		2800	7500			840	1100			1400			1300				0	0

3.1.1 Number of times any of the metals exceeded the high quality limits OR 80% of the limit for molybdenum, nickel, or selenium = 0

Exceedence Points

- ● 0 (0 Points)

○ 1-2 (10 Points) ○ > 2 (15 Points) 3.1.2 If you exceeded the high quality limits, did you cumulatively track the metals loading at each land application site? (check applicable box) ○ Yes ○ No (10 points) ● N/A - Did not exceed limits or no HQ limit applies (0 points) ○ N/A - Did not land apply biosolids until limit was met (0 points) 3.1.3 Number of times any of the metals exceeded the ceiling limits = 0 Exceedence Points ● 0 (0 Points) ○ 1 (10 Points) ○ > 1 (15 Points) 3.1.4 Were biosolids land applied which exceeded the ceiling limit? ○ Yes (20 Points) ● No (0 Points) 3.1.5 If any metal limit (high quality or ceiling) was exceeded at any time, what action was taken? Has the source of the metals been identified?	**0**

4. Pathogen Control (per outfall):

4.1 Verify the following information. If any information is incorrect, use the Report Issue button under the Options header in the left-side menu.

Outfall Number:	**003**
Biosolids Class:	B
Bacteria Type and Limit:	Fecal Coliform
Sample Dates:	01/01/2025 - 03/31/2025
Density:	24,000
Sample Concentration Amount:	CFU/G TS
Requirement Met:	Yes
Land Applied:	No
Process:	Aerobic Digestion
Process Description:	Geometric Mean results obtained from our completely mixed sludge storage tank using 7 discrete samples.

Outfall Number:	**003**
Biosolids Class:	B
Bacteria Type and Limit:	Fecal Coliform
Sample Dates:	04/01/2025 - 06/30/2025
Density:	10,000
Sample Concentration Amount:	CFU/G TS
Requirement Met:	Yes
Land Applied:	Yes
Process:	Anaerobic Digestion
Process Description:	Geometric Mean results obtained from our completely mixed sludge storage tank using 7 discrete samples.

Outfall Number:	**003**
Biosolids Class:	B
Bacteria Type and Limit:	Fecal Coliform
Sample Dates:	07/01/2025 - 09/30/2025
Density:	5,800
Sample Concentration Amount:	CFU/G TS
Requirement Met:	Yes
Land Applied:	No
Process:	Anaerobic Digestion
Process Description:	Geometric Mean results obtained from our completely mixed sludge storage tank using 7 discrete samples.

Outfall Number:	**003**
Biosolids Class:	B
Bacteria Type and Limit:	Fecal Coliform
Sample Dates:	10/01/2025 - 12/31/2025
Density:	550
Sample Concentration Amount:	CFU/G TS
Requirement Met:	Yes
Land Applied:	Yes
Process:	Anaerobic Digestion
Process Description:	Geometric Mean results obtained from our completely mixed sludge storage tank using 7 discrete samples.

0

4.2 If exceeded Class B limit or did not meet the process criteria at the time of land application.

4.2.1 Was the limit exceeded or the process criteria not met at the time of land application?

○ Yes (40 Points)

● No

If yes, what action was taken?

5. Vector Attraction Reduction (per outfall):

5.1 Verify the following information. If any of the information is incorrect, use the Report Issue button under the Options header in the left-side menu.

Outfall Number:	**003**
Method Date:	12/31/2025
Option Used To Satisfy Requirement:	Incorporation when land apply
Requirement Met:	Yes
Land Applied:	Yes
Limit (if applicable):	
Results (if applicable):	

Outfall Number:	**003**
Method Date:	03/31/2025
Option Used To Satisfy Requirement:	Incorporation when land apply
Requirement Met:	Yes
Land Applied:	No
Limit (if applicable):	
Results (if applicable):	

Outfall Number:	**003**
Method Date:	06/30/2025
Option Used To Satisfy Requirement:	Incorporation when land apply
Requirement Met:	Yes
Land Applied:	Yes
Limit (if applicable):	
Results (if applicable):	

Outfall Number:	**003**
Method Date:	09/30/2025
Option Used To Satisfy Requirement:	Incorporation when land apply
Requirement Met:	Yes
Land Applied:	No
Limit (if applicable):	
Results (if applicable):	

Outfall Number:	**003**
Method Date:	12/31/2025
Option Used To Satisfy Requirement:	Incorporation when land apply
Requirement Met:	Yes
Land Applied:	Yes
Limit (if applicable):	
Results (if applicable):	

0

5.2 Was the limit exceeded or the process criteria not met at the time of land application?

- ○ Yes (40 Points)
- ● No

If yes, what action was taken?

6. Biosolids Storage

6.1 How many days of actual, current biosolids storage capacity did your wastewater treatment facility have either on-site or off-site?

- ● >= 180 days (0 Points)
- ○ 150 - 179 days (10 Points)
- ○ 120 - 149 days (20 Points)
- ○ 90 - 119 days (30 Points)
- ○ < 90 days (40 Points)
- ○ N/A (0 Points)

6.2 If you checked N/A above, explain why.

	0

7. Issues

7.1 Describe any outstanding biosolids issues with treatment, use or overall management:

In 2025 we were successful in renewing another 3 yr. biosolids hauling contract with our existing vendor.

Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	**A**

Compliance Maintenance Annual Report

Oconomowoc Wastewater Treatment Plnt | Last Updated: 6/1/2026 | Reporting For: **2025**

Staffing and Preventative Maintenance (All Treatment Plants)

1. Plant Staffing 1.1 Was your wastewater treatment plant adequately staffed last year? ● Yes ○ No If No, please explain: Could use more help/staff for: 1.2 Did your wastewater staff have adequate time to properly operate and maintain the plant and fulfill all wastewater management tasks including recordkeeping? ● Yes ○ No If No, please explain:	
2. Preventative Maintenance 2.1 Did your plant have a documented AND implemented plan for preventative maintenance on major equipment items? ● Yes (Continue with question 2) ☐☐ ○ No (40 points)☐☐ If No, please explain, then go to question 3: 2.2 Did this preventative maintenance program depict frequency of intervals, types of lubrication, and other tasks necessary for each piece of equipment? ● Yes ○ No (10 points) 2.3 Were these preventative maintenance tasks, as well as major equipment repairs, recorded and filed so future maintenance problems can be assessed properly? ● Yes ● Paper file system ○ Computer system ○ Both paper and computer system ○ No (10 points)	**0**
3. O&M Manual 3.1 Does your plant have a detailed O&M and Manufacturer Equipment Manuals that can be used as a reference when needed? ● Yes ○ No	
4. Overall Maintenance /Repairs 4.1 Rate the overall maintenance of your wastewater plant. ○ Excellent ○ Very good ● Good ○ Fair ○ Poor Describe your rating:	

Compliance Maintenance Annual Report

Oconomowoc Wastewater Treatment Plnt

Last Updated: 6/1/2026

Reporting For: **2025**

Corrective and pro-active maintenance is being accomplished but the scheduling and tracking of this work should be brought up to current industry standards.

Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	**A**

Compliance Maintenance Annual Report

Oconomowoc Wastewater Treatment Plnt | Last Updated: 6/1/2026 | Reporting For: **2025**

Operator Certification and Education

1. Operator-In-Charge

1.1 Did you have a designated operator-in-charge during the report year?

- ● Yes (0 points)
- ○ No (20 points)

Name: TIMOTHY E REEL

Certification No: 31525

0

2. Certification Requirements

2.1 In accordance with Chapter NR 114.56 and 114.57, Wisconsin Administrative Code, what level and subclass(es) were required for the operator-in-charge (OIC) to operate the wastewater treatment plant and what level and subclass(es) were held by the operator-in-charge?

Sub Class	SubClass Description	WWTP	OIC		
		Advanced	OIT	Basic	Advanced
A1	Suspended Growth Processes	X			X
A2	Attached Growth Processes				X
A3	Recirculating Media Filters				
A4	Ponds, Lagoons and Natural				
A5	Anaerobic Treatment Of Liquid				
B	Solids Separation	X			X
C	Biological Solids/Sludges	X			X
P	Total Phosphorus	X			X
N	Total Nitrogen				
D	Disinfection	X			X
L	Laboratory	X			X
U	Unique Treatment Systems				
SS	Sanitary Sewage Collection	X	X	NA	NA

2.2 Was the operator-in-charge certified at the appropriate level and subclass(es) to operate this plant? (Note: Certification in subclass SS is required 5 years after permit reissuance.)

- ● Yes (0 points)
- ○ No (20 points)

2.3 For wastewater treatment facilities with a registered or certified laboratory, is at least one operator that works in the laboratory certified at the basic level in the laboratory (L) subclass?

- ● Yes
- ○ No
- ○ N/A – Wastewater treatment facility does not have a registered or certified laboratory

2.4 For wastewater treatment facilities that own and operate a sanitary sewage collection system, has at least one operator been designated the OIC for sanitary sewage collection system and certified at the basic level in the sanitary sewage collection system (SS) subclass?

- ● Yes
- ○ No
- ○ N/A – Owner of the Wastewater treatment facility does not own and operate a sanitary sewage collection system

0

3. Succession Planning

3.1 In the event of the loss of your designated operator-in-charge, did you have a contingency plan to ensure the continued proper operation and maintenance of the plant that includes one or more of the following options (check all that apply)?

- ☒ One or more additional certified operators on staff

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☐ An arrangement with another certified operator ☐ An arrangement with another community with a certified operator ☐ An operator on staff who has an operator-in-training certificate for your plant and is expected to be certified within one year ☐ A consultant to serve as your certified operator ☐ None of the above (20 points) If "None of the above" is selected, please explain:	**0**
4. Continuing Education Credits 4.1 If you had a designated operator-in-charge, was the operator-in-charge earning Continuing Education Credits at the following rates? OIT and Basic Certification: ○ Averaging 6 or more CECs per year. ○ Averaging less than 6 CECs per year. Advanced Certification: ● Averaging 8 or more CECs per year. ○ Averaging less than 8 CECs per year.	

Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	**A**

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Financial Management

1. Provider of Financial Information

Name: John Schuh

Telephone: 262-569-3226 (XXX) XXX-XXXX

E-Mail Address (optional): jschuh@oconomowoc-wi.gov

2. Treatment Works Operating Revenues

2.1 Are User Charges or other revenues sufficient to cover O&M expenses for your wastewater treatment plant AND/OR collection system ?

- ● Yes (0 points) ☐☐
- ○ No (40 points)

If No, please explain:

2.2 When was the User Charge System or other revenue source(s) last reviewed and/or revised?

Year: 2025

- ● 0-2 years ago (0 points) ☐☐
- ○ 3 or more years ago (20 points)☐☐
- ○ N/A (private facility)

2.3 Did you have a special account (e.g., CWFP required segregated Replacement Fund, etc.) or financial resources available for repairing or replacing equipment for your wastewater treatment plant and/or collection system?

- ● Yes (0 points)
- ○ No (40 points)

0

REPLACEMENT FUNDS [PUBLIC MUNICIPAL FACILITIES SHALL COMPLETE QUESTION 3]

3. Equipment Replacement Funds

3.1 When was the Equipment Replacement Fund last reviewed and/or revised?

Year: 2025

- ● 1-2 years ago (0 points)☐☐
- ○ 3 or more years ago (20 points)☐☐
- ○ N/A

If N/A, please explain:

3.2 Equipment Replacement Fund Activity

3.2.1 Ending Balance Reported on Last Year's CMAR		$ 910,923.03
3.2.2 Adjustments - if necessary (e.g. earned interest, audit correction, withdrawal of excess funds, increase making up previous shortfall, etc.)	+	$ 50,000.00
3.2.3 Adjusted January 1st Beginning Balance		$ 960,923.03
3.2.4 Additions to Fund (e.g. portion of User Fee, earned interest, etc.)	+	$ 41,150.34

3.2.5 Subtractions from Fund (e.g., equipment replacement, major repairs - use description box 3.2.6.1 below*) - $ 78,652.00

3.2.6 Ending Balance as of December 31st for CMAR Reporting Year $ 923,421.37

All Sources: This ending balance should include all Equipment Replacement Funds whether held in a bank account(s), certificate(s) of deposit, etc.

3.2.6.1 Indicate adjustments, equipment purchases, and/or major repairs from 3.2.5 above.

Replacement of Administration Bldg. HVAC Unit, Duct replacement in raw wetwell, Gravity belt thickener feed pump replacement

3.3 What amount should be in your Replacement Fund? $ 923,421.37

0

Please note: If you had a CWFP loan, this amount was originally based on the Financial Assistance Agreement (FAA) and should be regularly updated as needed. Further calculation instructions and an example can be found by clicking the SectionInstructions link under Info header in the left-side menu.

3.3.1 Is the December 31 Ending Balance in your Replacement Fund above, (#3.2.6) equal to, or greater than the amount that should be in it (#3.3)?

- ● Yes
- ○ No

If No, please explain.

4. Future Planning

4.1 During the next ten years, will you be involved in formal planning for upgrading, rehabilitating, or new construction of your treatment facility or collection system?

- ● Yes - If Yes, please provide major project information, if not already listed below.☐☐
- ○ No

Project #	Project Description	Estimated Cost	Approximate Construction Year
1	Sanitary Collection - ongoing system rehab	$500,000	2026
2	Evaluation & Preliminary Design Engineering Services	$1,200,000	2026
3	Final Engineering - Facility Upgrade	$2,000,000	2027
4	Construction Management - Facility Upgrade	$2,000,000	2029
5	Construction Contract - Facility Upgrade	$27,500,000	2029

5. Financial Management General Comments

ENERGY EFFICIENCY AND USE

6. Collection System

6.1 Energy Usage

6.1.1 Enter the monthly energy usage from the different energy sources:

COLLECTION SYSTEM PUMPAGE: Total Power Consumed

Number of Municipally Owned Pump/Lift Stations: 21

	Electricity Consumed (kWh)	Natural Gas Consumed (therms)
January	32,110	287
February	31,890	257
March	24,038	146
April	24,462	85
May	19,577	25
June	18,916	16
July	16,796	11
August	17,934	10
September	18,234	12
October	17,698	17
November	21,670	104
December	29,398	198
Total	**272,723**	**1,168**
Average	**22,727**	**97**

6.1.2 Comments:

6.2 Energy Related Processes and Equipment

6.2.1 Indicate equipment and practices utilized at your pump/lift stations (Check all that apply):

- ☐ Comminution or Screening
- ☐ Extended Shaft Pumps
- ☒ Flow Metering and Recording
- ☐ Pneumatic Pumping
- ☒ SCADA System
- ☐ Self-Priming Pumps
- ☒ Submersible Pumps
- ☒ Variable Speed Drives
- ☐ Other:

6.2.2 Comments:

- SCADA system comms. is via cellular service
- Only select lift stations have flow meters

6.3 Has an Energy Study been performed for your pump/lift stations?

- ● No
- ○ Yes

Year:

By Whom:

Describe and Comment:

6.4 Future Energy Related Equipment

6.4.1 What energy efficient equipment or practices do you have planned for the future for your pump/lift stations?

One of the most important items we can address is energy usage as a result of runtime. Therefore, I & I becomes an important component. Annually, the City perform performs MH and mainline inspections targeted at minimizing I & I contributions.

7. Treatment Facility

7.1 Energy Usage

7.1.1 Enter the monthly energy usage from the different energy sources:

TREATMENT PLANT: Total Power Consumed/Month

	Electricity Consumed (kWh)	Total Influent Flow (MG)	Electricity Consumed/ Flow (kWh/MG)	Total Influent BOD (1000 lbs)	Electricity Consumed/ Total Influent BOD (kWh/1000lbs)	Natural Gas Consumed (therms)
January	119,393	64.96	1,838	120.68	989	3,717
February	115,720	57.09	2,027	113.46	1,020	3,252
March	128,306	68.97	1,860	124.06	1,034	2,306
April	138,873	79.93	1,737	146.49	948	2,440
May	134,929	79.35	1,700	152.61	884	1,531
June	138,552	78.25	1,771	134.97	1,027	1,535
July	145,033	80.14	1,810	162.81	891	975
August	142,451	105.16	1,355	143.84	990	866
September	132,925	78.99	1,683	116.28	1,143	1,379
October	128,380	71.41	1,798	108.81	1,180	1,502
November	121,211	66.40	1,825	110.61	1,096	2,417
December	129,014	71.38	1,807	117.21	1,101	3,564
Total	**1,574,787**	**902.03**		**1,551.83**		**25,484**
Average	**131,232**	**75.17**	**1,768**	**129.32**	**1,025**	**2,124**

7.1.2 Comments:

7.2 Energy Related Processes and Equipment

7.2.1 Indicate equipment and practices utilized at your treatment facility (Check all that apply):

- ☐ Aerobic Digestion
- ☒ Anaerobic Digestion
- ☐ Biological Phosphorus Removal
- ☐ Coarse Bubble Diffusers
- ☒ Dissolved O2 Monitoring and Aeration Control
- ☐ Effluent Pumping
- ☒ Fine Bubble Diffusers
- ☒ Influent Pumping
- ☒ Mechanical Sludge Processing
- ☐ Nitrification
- ☒ SCADA System
- ☒ UV Disinfection

☒ Variable Speed Drives
☐ Other:

7.2.2 Comments:
VFD's are used on equipment as warranted

7.3 Future Energy Related Equipment

7.3.1 What energy efficient equipment or practices do you have planned for the future for your treatment facility?
The Utility is in the pre-liminary design phase of a project of which a major component is upgrades/replacement of aging electrical and HVAC systems. Throughout this process we will be mindful to discuss energy efficiencies as well as engage WI Focus on Energy services. Another component of this project is review of our aeration blowers sizing with a targeted DO level of approx. 1.0mg/L. The final project will include installation of new blowers, controls and valves for increased efficiencies.

8. Biogas Generation

8.1 Do you generate/produce biogas at your facility?
○ No
● Yes
If Yes, how is the biogas used (Check all that apply):
☒ Flared Off
☒ Building Heat
☐ Process Heat
☐ Generate Electricity
☐ Other:

9. Energy Efficiency Study

9.1 Has an Energy Study been performed for your treatment facility?
○ No
● Yes
☒ Entire facility
Year: 2019
By Whom: SAIC
Describe and Comment:
Completed by Joe Cantwell
☒ Part of the facility
Year: 2016
By Whom: MSOE

Describe and Comment:

A MSOE graduate program study was completed on the the anaerobic digester process to determine how to optimize our gas production.

Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	**A**

Compliance Maintenance Annual Report

Oconomowoc Wastewater Treatment Plnt | Last Updated: 6/1/2026 | Reporting For: **2025**

Sanitary Sewer Collection Systems

1. Capacity, Management, Operation, and Maintenance (CMOM) Program

1.1 Do you have a CMOM program that is being implemented?

- ● Yes
- ○ No

If No, explain:

1.2 Do you have a CMOM program that contains all the applicable components and items according to Wisc. Adm Code NR 210.23 (4)?

- ● Yes
- ○ No (30 points)
- ○ N/A

If No or N/A, explain:

1.3 Does your CMOM program contain the following components and items? (check the components and items that apply)

☒ Goals [NR 210.23 (4)(a)]

Describe the major goals you had for your collection system last year:

- Annually clean 1/3rd of the collection system
- Replacement of a compromised sanitary force main - 5000+'
- Televised 10% of the collection system

Did you accomplish them?

- ○ Yes
- ● No

If No, explain:

Due to competing priorities we were only able to televise 3% of the system in 2025.

☒ Organization [NR 210.23 (4) (b)]☐☐

Does this chapter of your CMOM include:

- ☒ Organizational structure and positions (eg. organizational chart and position descriptions)
- ☐ Internal and external lines of communication responsibilities
- ☐ Person(s) responsible for reporting overflow events to the department and the public

☒ Legal Authority [NR 210.23 (4) (c)]

What is the legally binding document that regulates the use of your sewer system?

Sewer Use Ordinance Chapter 13

If you have a Sewer Use Ordinance or other similar document, when was it last reviewed and revised? (MM/DD/YYYY) 2017-01-12

Does your sewer use ordinance or other legally binding document address the following:

- ☒ Private property inflow and infiltration
- ☒ New sewer and building sewer design, construction, installation, testing and inspection
- ☐ Rehabilitated sewer and lift station installation, testing and inspection
- ☐ Sewage flows satellite system and large private users are monitored and controlled, as necessary
- ☒ Fat, oil and grease control
- ☒ Enforcement procedures for sewer use non-compliance

☒ Operation and Maintenance [NR 210.23 (4) (d)]

Does your operation and maintenance program and equipment include the following:

- ☐ Equipment and replacement part inventories
- ☒ Up-to-date sewer system map

☒A management system (computer database and/or file system) for collection system information for O&M activities, investigation and rehabilitation
☐ A description of routine operation and maintenance activities (see question 2 below)
☐ Capacity assessment program
☐ Basement back assessment and correction
☐ Regular O&M training

☒ Design and Performance Provisions [NR 210.23 (4) (e)]☐☐

What standards and procedures are established for the design, construction, and inspection of the sewer collection system, including building sewers and interceptor sewers on private property?

☒ State Plumbing Code, DNR NR 110 Standards and/or local Municipal Code Requirements
☒ Construction, Inspection, and Testing
☐ Others:

☒ Overflow Emergency Response Plan [NR 210.23 (4) (f)]☐☐

Does your emergency response capability include:

☐ Responsible personnel communication procedures
☒ Response order, timing and clean-up
☒ Public notification protocols
☐ Training
☐ Emergency operation protocols and implementation procedures

☐ Annual Self-Auditing of your CMOM Program [NR 210.23 (5)]☐☐

☒ Special Studies Last Year (check only those that apply):

☐ Infiltration/Inflow (I/I) Analysis
☐ Sewer System Evaluation Survey (SSES)
☐ Sewer Evaluation and Capacity Managment Plan (SECAP)
☒ Lift Station Evaluation Report
☐ Others:

0

2. Operation and Maintenance

2.1 Did your sanitary sewer collection system maintenance program include the following maintenance activities? Complete all that apply and indicate the amount maintained.

Cleaning	18	% of system/year
Root removal	0	% of system/year
Flow monitoring	0	% of system/year
Smoke testing	0	% of system/year
Sewer line televising	3	% of system/year
Manhole inspections	21	% of system/year
Lift station O&M	58	# per L.S./year
Manhole rehabilitation	1	% of manholes rehabbed
Mainline rehabilitation	1	% of sewer lines rehabbed
Private sewer inspections	0	% of system/year

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Last Updated: 6/1/2026 Reporting For: **2025**

Private sewer I/I removal	0	% of private services
River or water crossings	100	% of pipe crossings evaluated or maintained

Please include additional comments about your sanitary sewer collection system below:

River/Water Crossings- 2x/year - cleaning, inspections every other month

3. Performance Indicators

3.1 Provide the following collection system and flow information for the past year.

35.8	Total actual amount of precipitation last year in inches
36	Annual average precipitation (for your location)
132.63	Miles of sanitary sewer
21	Number of lift stations
0	Number of lift station failures
0	Number of sewer pipe failures
0	Number of basement backup occurrences
0	Number of complaints
2.469	Average daily flow in MGD (if available)
3.39	Peak monthly flow in MGD (if available)
	Peak hourly flow in MGD (if available)

3.2 Performance ratios for the past year:

0.00	Lift station failures (failures/year)
0.00	Sewer pipe failures (pipe failures/sewer mile/yr)
0.00	Sanitary sewer overflows (number/sewer mile/yr)
0.00	Basement backups (number/sewer mile)
0.00	Complaints (number/sewer mile)
1.4	Peaking factor ratio (Peak Monthly:Annual Daily Avg)
0.0	Peaking factor ratio (Peak Hourly:Annual Daily Avg)

4. Overflows

LIST OF SANITARY SEWER (SSO) AND TREATMENT FACILITY (TFO) OVERFLOWS REPORTED **

	Date	Location	Cause	Estimated Volume
None reported				

** If there were any SSOs or TFOs that are not listed above, please contact the DNR and stop work on this section until corrected.

5. Infiltration / Inflow (I/I)

5.1 Was infiltration/inflow (I/I) significant in your community last year?

○ Yes

● No

If Yes, please describe:

5.2 Has infiltration/inflow and resultant high flows affected performance or created problems in your collection system, lift stations, or treatment plant at any time in the past year?

○ Yes

- No

If Yes, please describe:

5.3 Explain any infiltration/inflow (I/I) changes this year from previous years:

No large changes were seen in comparison to previous years.

5.4 What is being done to address infiltration/inflow in your collection system?

Annually we spend approximately $500,000 on CIPP lining in conjunction with the Cities street maintenance program. Though overall impacts from I&I remain low our goal is to remain diligent in our efforts to reduce clear water impacts to the utility. Private I&I contributions are present and will take a concerted long term plan to realize tangible results.

Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	**A**

Compliance Maintenance Annual Report

Oconomowoc Wastewater Treatment Plnt

Last Updated: 6/1/2026

Reporting For: **2025**

Grading Summary

WPDES No: 0021181

SECTIONS	LETTER GRADE	GRADE POINTS	WEIGHTING FACTORS	SECTION POINTS
Influent	A	4	3	12
BOD/CBOD	A	4	10	40
TSS	A	4	5	20
Phosphorus	A	4	3	12
Biosolids	A	4	5	20
Staffing/PM	A	4	1	4
OpCert	A	4	1	4
Financial	A	4	1	4
Collection	A	4	3	12
TOTALS			**32**	**128**
GRADE POINT AVERAGE (GPA) = 4.00				

Notes:
A = Voluntary Range (Response Optional)
B = Voluntary Range (Response Optional)
C = Recommendation Range (Response Required)
D = Action Range (Response Required)
F = Action Range (Response Required)

Planning Staff Report

City of Oconomowoc

Plan Commission –6/3/2026

CenterPointe Marine

Comprehensive Plan Amendment, Rezoning & CUP

Summary: An application was submitted for three requests for each of the properties located at 520 W. Second St; 519 W. Second St; and 126 S. Park St:

- **Comprehensive Plan Amendments**, changing the land use designation on 5.62 acres from Industrial to Commercial / Office land use; and
- **Rezonings,** changing 5.62 acres from I, Industrial; to GC, General Commercial District; and
- **Conditional Use Permits**, the review of conditional use permits for each property, the requested uses include Boat Sales, Boat Service & Boat Storage.

Property Location: 520 W. Second Street, 519 W. Second Street & 126 S. Park Street – See Map below

Property Owner: Tin Can 1, LLC / Tin Can 2, LLC / Tin Can 3, LLC
700 S. Water Street
Milwaukee, WI 53204-1650

Applicant: Peter Moede, CenterPointe Marine
700 S. Water Street
Milwaukee, WI 53204-1650

Current Zoning: I – Industrial District
Proposed Zoning: GC – General Commercial



Location Map

Overview:

The City was approached by Peter & Joe Moede to develop three separate parcels at:

- 520 W. Second Street – 3.83 acres (OCOC 0560.355.007)
- 521 W. Second Street – 1.29 acres (OCOC 0560.358.002)
- 126 S. Park Street - .5 acres (OCOC 0559.179)

The total acres of lands for the three properties together are 5.62 acres. The proposed use is to sell, service and store boats. This use includes retail sales, quick service, long range repair, boat display, boat sales showroom, and indoor & outdoor boat storage. The applicants currently operate boat facilities that conduct similar operations in other communities and would now like a presence in Lake Country.

Process:

In order to develop these lands in accordance with how the developer desires, a series of approvals are required. These include Comprehensive Plan Amendment to change the land use map, a rezoning of the underlying industrial zoning district to commercial, and three separate conditional use permits, one for each property.

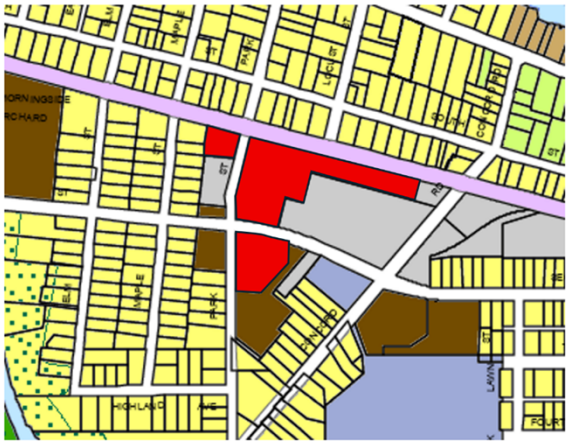
Comprehensive Plan Amendment: Land Use Map – *(Partial)*

Existing



The first request is an amendment to the Land Use Plan within the City's Comprehensive Plan 2050. Per Smart Growth law, every municipal land use decision must be consistent with the City's Comprehensive Plan. The Land Use Plan designated the site as Industrial designation. The request is to amend the existing land use to Commercial / Office that would allow the various boat uses.

Proposed:



The next request is to change the zoning of Industrial (I) to General Commercial (GC) district. The zoning request would then be consistent with the updated comprehensive plan land use designations.

Zoning Amendment: *Existing City Zoning Map – (Partial)*



Proposed Zoning Map – *(Partial)*



When reviewing if the **zoning** of any property should be changed, reviews should be done on several levels.

- First the adjacent uses should be reviewed to determine if the proposed zoning will be compatible with the surrounding land uses.
- Second, the findings from the Zoning Ordinance below should be reviewed.

Sounding Land Uses:

Per the attached zoning maps, one can see the surrounding properties are either colored yellow or brown. These are residential districts. The question is what is a better land use for the subject parcels, Industrial or Commercial? Based on the uses allowed in either of these zoning districts, Planning feels commercial is a more compatible district next to residential.

Utility Constraints:

This area is already being served in the City. No concerns have been raised regarding the future utility capacity and ability to continue to serve this area.

Findings:

Per the City Ordinance Section 17.803(5)(a) with all rezoning applications the Zoning Administrator shall review the application and evaluate regarding the following standards:

1. **How does the proposed map amendment further the purposes and intent of this Zoning Ordinance?**
   This area is recognized as a targeted redevelopment area for the City.

2. **Which of the following factors have arisen that are not properly addressed on the current Official Zoning Map?**

   a. **The designations of the Official Zoning Map should be made consistent with the Comprehensive Plan;** The zoning map would be changed to be consistent with the Comprehensive Plan.

   b. **A mistake was made in mapping on the Official Zoning Map;** No mistake was made in the zoning map. This site was zoned Industrial many years ago. The industrial use of Silgan is no longer operating, and a commercial use wants to use the existing space.

   c. **Factors have changed, making the subject property more appropriate for a different district;** With Silgan no longer operating, a commercial use that does not create noise, dust and vibration is a better use.

   d. **Growth patterns or rates have changed, thereby creating the need for an amendment to the Official Zoning Map.** The existing industrial uses are slowly going away and being replaced with commercial uses. The storage

facility to the east was previously an industrial use, and now a commercial use (although it fits under industrial zoning).

3. **How does the proposed amendment to the Official Zoning Map maintain the desired consistency of land uses, land use intensities, and land use impacts as related to the environs of the subject property?** The City currently serves this area with municipal water, sewer & electric. The change in zoning will not impact the service level in this part of the City.

Planning Comments (Land Use Plan & Rezoning):

This area is prime for re-development and this is good re-use of the existing buildings. Overall, this request makes sense placing commercial uses adjacent to the existing homes. If both the Land Use Plan map amendments and the rezonings are recommended, then the Plan Commission can go forward and review the Conditional Use Permits.

Conditional Use Permits:

The City allows vehicle sales and repair in the GC district as a conditional use. Historically the City has treated boats as vehicles. The City also allows storage yards as a CUP in the GC district. The City has several boat sales, service and storage yards in the City. The proposed user is an established company with locations in other communities. The three sites they are looking at are separated by public streets, making them each separate parcels. The applicant is making the following CUP requests:

520 W. Second Street – Boat Sales, Boat Service, Boat Indoor Storage.
519 W. Second Street – Boat Outdoor Storage (storage yard).
126 S. Park Street – Boat Service only.

Conditional Use Permit Findings

1. How is the proposed conditional use (in general) in harmony with the purposes, goals, objectives, policies and standards of the City of Oconomowoc Comprehensive Plan, the Zoning Ordinance, and any other plan, program, or ordinance adopted by the City?

   The subject use is an allowable use listed in the Zoning Ordinance. The use is a business that will serve the general public by providing a boat sales, service and storage business for the residents of the City.

2. How is the proposed conditional use (in its specific location) in harmony with the purposes, goals, objectives, policies and standards of the City of Oconomowoc Comprehensive Plan, the Zoning Ordinance, and any other plan, program, or ordinance adopted by the City?

The site is zoned GC - General Commercial that allows vehicle (boat) sales, vehicle (boat) service, and storage yards with a conditional use permit. The proposed business maintains the commercial uses in the area with a use that will assist the residents of the City.

3. Does the conditional use, in its proposed location and as depicted on the required site plan, result in a substantial or undue adverse impact on nearby property, the character of the neighborhood, environmental factors, parking, public improvements, public property or rights-of-way, or other matters affecting the public health, safety, or general welfare, either as they now exist or as they may in the future be developed as a result of the implementation of the provisions of the Zoning Ordinance, the comprehensive plan, or any other plan, program, map, or ordinance adopted by the City or other governmental agency having jurisdiction to guide development?

   The proposed use will not cause adverse impacts to the current or future adjacent uses. Hours are limited to 6:00 PM in the evening. There is no anticipated noise, dust or vibration with the proposed use. All service work is limited to indoors.

4. Does the proposed conditional use maintain the desired consistency of land uses, land use intensities, and land use impacts as related to the environs of the subject property?

   The property is currently zoned GC, General Commercial District. The proposed uses are allowable uses with a conditional use permit within this zoning district.

5. Is the proposed conditional use located in an area that will be adequately served by, and will not impose an undue burden on, any of the improvements, facilities, utilities or services provided by public agencies serving the subject property?

   The business will not impose an undue burden on public facilities and services in the area as they are provided. The current utilities can serve this property.

6. Do the potential public benefits of the proposed conditional use outweigh all potential adverse impacts of the proposed conditional use, after taking into consideration the applicant's proposal and any requirements recommended by the applicant to ameliorate such impacts?

   The benefits of a boat business use in the City and the re-use of the existing building outweighs any adverse impacts in the area.

7. Will the proposed conditional use create adverse impacts such as dust, lighting, air pollution, noise, odor, vibration, glare, heat, hazardous materials, or traffic?

The proposed use will not adversely impact the surrounding area.

8. Will the proposed conditional use negatively affect the health, safety, welfare and morals of the general public?

The proposed use will not negatively affect the health, safety, welfare or morals of the general public.

CUP Standards:

Vehicle Sales and Rental

(a) There shall be no streamers or inflatables allowed on the property.
(b) All temporary signs shall comply with City ordinances.
(c) Applicant shall submit a parking plan which shall be subject to review and approval of the Zoning Administrator and the use is prohibited unless and until approval is granted. Cars shall be staged to allow for sufficient emergency access.
(d) Applicant shall submit a vehicle delivery plan that provides room on site for operations of the loading and unloading of vehicles completely within the property boundaries.
(e) Prior to sales, applicant shall obtain a Motor Vehicles Dealers license from the State of Wisconsin.
(f) Lighting Plan shall be submitted that complies with City ordinances, which shall be subject to review and approval of the Zoning Administrator and the use is prohibited unless and until approval is granted.
(g) No vehicle service or repair is allowed on the property unless approved by City.
(h) Security cameras shall be installed as required by the City Police Department.
(i) No outdoor speaker system shall be allowed.
(j) Shall comply with all other Zoning, Fire, Building, Engineering, Utility and other Municipal Ordinances, and all applicable laws.

Vehicle Service and Repair (*Amended Ord. No. 25-O1095 – Adopted May 6th, 2025*)

(a) All repair and service shall be conducted within the building.
(b) No outside storage shall be allowed unless within a designated screened area.
(c) All vehicles shall be parked in a designated stall on a paved surface area.
(d) Security cameras shall be installed as required by the City Police Department.
(e) Customer service hours shall be between 7:00am and 8:30pm.
(f) Shall comply with all other Zoning, Fire, Building, Engineering, Utility and other Municipal Ordinances, and all applicable laws.

Storage Yards *(Letter (d) below amended, Ordinance No. 21-O1000, adopted 3/16/21)*

(a) Applicant shall submit a detailed site plan, which shall be subject to review and approval of the Zoning Administrator and the use is prohibited unless and until approval is granted.
(b) Applicant shall submit a Fire and Emergency Plan, which shall be subject to review and approval of the Zoning Administrator and the use is prohibited unless and until approval is granted.
(c) Applicant shall submit a hazardous material handling and control plan, which shall be subject to review and approval of the Zoning Administrator and the use is prohibited unless and until approval is granted.
(d) All items shall be stored a minimum of 35' from the property line. The Common Council has the authority to reduce the setback to 5' from the property line under appropriate conditions based on the storage yard screening, type of product being stored, and general operations of the storage yard business. In no case shall items be stacked or stored greater than 12' in height within 35' of the property lines.
(e) There shall be no stacking of items higher than 20' from grade elevation.
(f) Property shall be fenced with a minimum 8' fence or provide a berming and landscaping plan, which shall be subject to review and approval of the Zoning Administrator and the use is prohibited unless and until approval is granted.
(g) Applicant shall submit a road cleaning plan, which shall be subject to review and approval of the Zoning Administrator and the use is prohibited unless and until approval is granted.
(h) Security cameras shall be installed as required by the City Police Department.
(i) Shall comply with all other Zoning, Fire, Building, Engineering, Utility and other Municipal Ordinances, and all applicable laws.

The applicant has addressed the standards and that is attached.

Planning Comments:

The proposed use complies with the standards listed within the Zoning Ordinance. Planning feels the proposed use will serve a customer base in the City and surrounding areas. The draft conditional use permit regulates the use. Planning supports the proposed business with the restrictions for the use as listed in the conditional use permit.

THE RECOMMENDATIONS AND PROPOSED CONDITIONS IN THIS REPORT ARE BASED UPON INFORMATION GATHERED IN THE APPLICATION PROCESS. THE APPLICANT MUST DEMONSTRATE THAT THE APPLICATION AND ALL REQUIREMENTS AND CONDITIONS ESTABLISHED RELATING TO THE CONDITIONAL USE ARE OR SHALL BE SATISFIED, BOTH OF WHICH MUST BE SUPPORTED BY SUBSTANTIAL EVIDENCE AT THE PUBLIC HEARING BEFORE THE COMMON COUNCIL.

Recommendations:

1. Plan Commission **Approve** Resolutions PC26-R3370; PC26-R3371; and PC26-R3372 for the Comprehensive Plan Amendment for CenterPointe Marine, to change the designation of a total of 5.62 acres to Commercial / Office designations per the attached exhibits.

2. Plan Commission **Recommend** the Rezoning Ordinances 26-O1123; 26-O1124; and 26-O1125 for CenterPointe Marine to rezone 5.62 acres to GC, General Commercial per the attached exhibits.

3. Plan Commission **Recommend** the Conditional Use Permits for 520 W. Second Street; 519 W. Second Street; and 126 S. Park Street to allow Boat Sales, Boat Service and Boat Storage.

Submitted by: *Jason Gallo*

Jason Gallo, AICP
City Planner/Zoning Administrator

ORDINANCE NO. 26-O1128

AN ORDINANCE TO AMEND THE CITY OF OCONOMOWOC COMPREHENSIVE PLAN 2050 (CENTERPOINTE MARINE – 520 W. SECOND STREET)

WHEREAS, the City of Oconomowoc Common Council has created a Plan Commission pursuant to §62.23(1), Wis. Stats.; and

WHEREAS, it is the function and duty of the City Plan Commission pursuant to §62.23(2), Wis. Stats., to prepare and adopt a Master Plan as a whole or as parts thereof, which plans are to aid the Plan Commission and Common Council in making day-to-day development decisions; and

WHEREAS, the City of Oconomowoc Plan Commission recommended the adoption of a Master Plan, and the City of Oconomowoc Common Council adopted a Comprehensive Plan 2050 by ordinance on November 19, 2019; and

WHEREAS, the Land Use Element of the Comprehensive Plan 2050 and accompanying Figure 20 map titled "Future Land Use" identified on page 143 of the Comprehensive Plan identifies the CenterPointe Marine site, located at 520 W. Second Street, shown on Exhibit A attached hereto, which exhibit shows the parcel which is the subject of this resolution, with a land use designation of Industrial Use as the proposed land use; and

WHEREAS, an application has been made by Peter Moede, of CenterPointe Marine, in partnership with Joe Moede, of CenterPointe Marine to amend the plan and map as shown on the City of Oconomowoc 2050 Future Land Use Map to a designation of Commercial / Office, which is on file in the office of the Planning Department; and

WHEREAS, the purpose of amending the Land Use Plan and map is to meet the 14 local goals for comprehensive planning set forth in the Comprehensive Land Use Plan 2050 on page 16 of said plan, which lists the following 14 goals:

1. Promotion of the redevelopment of lands and rehabilitate existing residential, commercial and industrial structures.
2. Encourage neighborhood designs that support a range of transportation choices.
3. Protection of natural areas, including wetlands, wildlife habitats, lakes, woodlands, open spaces, and groundwater resources.
4. Protection of economically productive areas.
5. Encouragement of land uses, densities and regulations promoting efficient development patterns.
6. Preservation of cultural, historic and archeological sites.
7. Encouragement of coordination and cooperation among nearby units of government.

8. Building of community identity by revitalizing main streets and enforcing design standards.

9. Providing an adequate supply of affordable housing.

10. Providing adequate infrastructure and public services and an adequate supply of development land to meet market demand for residential, commercial and industrial uses.

11. Promoting the expansion or stabilization of the current economic base and creation of a range of employment opportunities.

12. Balancing individual property rights with community interests and goals.

13. Planning and development of land uses that create or preserve varied and unique urban and rural communities.

14. Providing an integrated, efficient and economic transportation system.

and

WHEREAS, the requested amendment would remove 3.83 acres of land from the Industrial use classification as shown on Exhibit A attached hereto; and

WHEREAS, the intent of removing said acreage from the use designated future land use is to add said 3.83 acres to Commercial / Office land use; and

WHEREAS, the Lands located at 520 W. Second Street, will be developed into a boat dealership consisting of boat sales, boat service and indoor boat storage uses; and

WHEREAS, the requested amendment would meet the intent of the City of Oconomowoc Comprehensive Land Use Plan 2050 as outlined in the Land Use Element of said land use plan, which element is set forth on pages 136-148 of said plan; and

WHEREAS, the city has duly noticed and held a public hearing before the Common Council on June 16, 2026 regarding the proposed amendment, following the procedures in §66.1001(4)(d), Wis. Stats., and the public participation procedures for comprehensive plan amendments adopted by the city as required by §66.1001, Wis. Stats., and Ordinance No. 19-O964 adopted November 19, 2019.

NOW THEREFORE, BE IT ORDAINED that the Common Council of the City of Oconomowoc adopts this ordinance which amends the Land Use Map amending the land use of the parcel identified on the attached Exhibit A from the current land use designation of Industrial to the proposed land use designation of Commercial / Office land use set forth on said exhibit pursuant to §66.1001(4)(b), Wis. Stats.; and

BE IT FURTHER ORDAINED that a copy of this Comprehensive Plan amending ordinance shall be sent to all of the following:

1. Every governmental body that is located in whole or in part within the boundaries of the City of Oconomowoc.

2. The clerk of every local governmental unit that is adjacent to the City of Oconomowoc.
3. The Wisconsin Land Council.
4. The Department of Administration.
5. The Southeastern Wisconsin Regional Planning Commission.
6. The public library that serves the area in which the City of Oconomowoc is located.

BE IT FURTHER ORDAINED that this ordinance shall be effective upon passage and publication as required by law.

DATED:____June 16, 2026_____ CITY OF OCONOMOWOC

_____
Matt Rosek, Mayor

ATTEST:

_____
Gina Kozlik, City Clerk

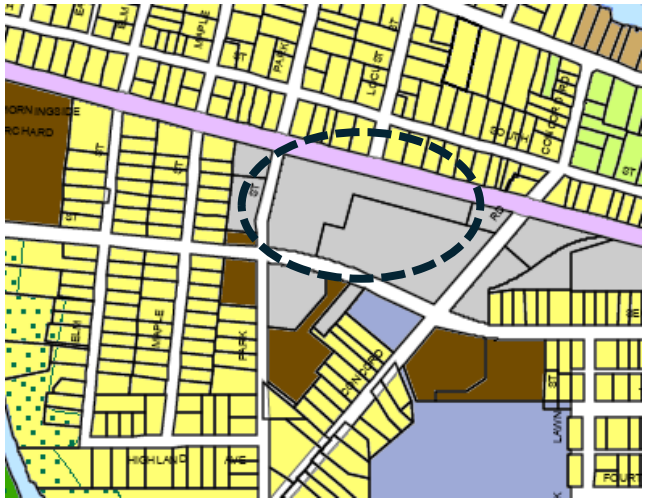
Date Adopted: _____
Date Published: _____
Effective Date: _____

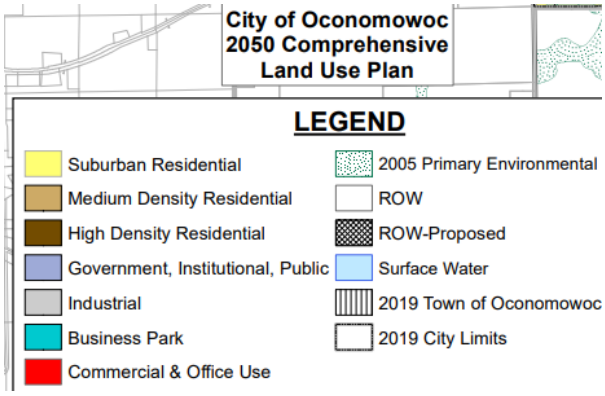
CenterPointe Marine – Exhibit A

Comprehensive Plan Amendment: Land Use Map

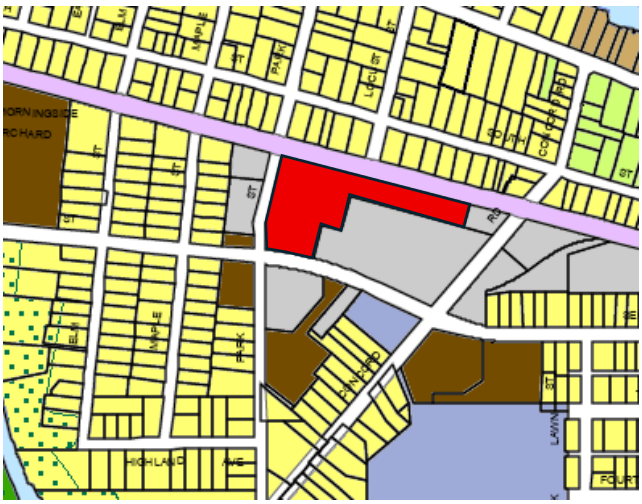
520 W. Second Street, Oconomowoc, WI

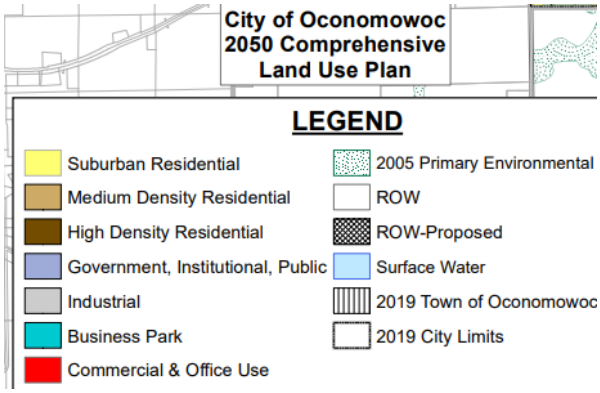
Existing





Proposed





25 March 2026

RE:
520 W. 2nd Street (PIN OCOC0560355007)
126 S. Park Street (PIN OCOC0559179)
W 2nd Street (PIN OCOC0560358002)

To Whom it May Concern,

The property owners of the above-mentioned parcels wish to work with the City of Oconomowoc and any relevant parties to achieve any and all relevant approvals necessary to alter the existing manufacturing and storage facilities to accommodate the needs of CenterPointe Marine and to ensure full compliance with all zoning, building, and land-use regulations.

CenterPointe is a local, family-owned and full service boat dealership which carries out the following primary business activities: new, used & brokerage boat sales; factory-authorized boat service, maintenance & repairs; and indoor heated & outdoor boat storage. The company has outgrown its existing facilities in Pewaukee, WI and intends to move into one larger campus across these three parcels to accommodate continued growth and allow improved service and offerings for its customers in the Lake Country market.

The forthcoming proposal includes the following intended alterations:

- Alterations to the facade of the primarily public-facing building (along W. 2nd St.) from existing metal panels/masonry to one with a large amount of glazing/windows including the addition of larger windows & openings, a large glass overhead door, and prominent entryway with building signage.
- Alterations to the openings of the building at 126 S. Park St. (service building) to increase the size of and add new overhead doors with windows, and add building signage.
- Alterations to the main storage building to modify existing openings to larger overhead doors, add building signage, and the addition of a concrete ramp to allow trucks and trailers access in and out of the building for storage purposes.
- Addition of a fence/landscaping to provide screening of the gravel lot and any storage or parking activities that may occur there.

Certain sections of the property are intended for uses outside those of CenterPointe Marine including but not limited to subleasing existing office area to other users, and the creation of an event space for weddings, corporate events, meetings, etc.

Please see attachment for overview and visual aid.

Thank you.

CenterPointe Marine
700 S. Water St.
Milwaukee, WI 53204

May 22, 2026

City of Oconomowoc
Plan Commission and City Council
174 E. Wisconsin Avenue
PO Box 27
Oconomowoc, WI 53066

Re. CUP Standards for 520 W. Second Street, Oconomowoc, Wisconsin

Commission and Council Members,

The purpose of this letter is to formally notify the appropriate parties that CenterPointe agrees to meet the CUP Standards listed below.

Vehicle Sales and Rental

a) There shall be no streamers or inflatables allowed on the property.- request to use during special events (i.e. holiday sale)
b) All temporary signs shall comply with City ordinances. - agree
c) Applicant shall submit a parking plan which shall be subject to review and approval of the Zoning Administrator and the use is prohibited unless and until approval is granted. Cars shall be staged to allow for sufficient emergency access. - agree
d) Applicant shall submit a vehicle delivery plan that provides room on site for operations of the loading and unloading of vehicles completely within the property boundaries. – agree (request to use hoist to load/unload. See pic of Tinus Marine for example)
e) Prior to sales, applicant shall obtain a Motor Vehicles Dealers license from the State of Wisconsin. - agree
f) Lighting Plan shall be submitted that complies with City ordinances, which shall be subject to review and approval of the Zoning Administrator and the use is prohibited unless and until approval is granted. - agree
g) No vehicle service or repair is allowed on the property unless approved by City. – Will meet CUP standards outlined below
h) Security cameras shall be installed as required by the City Police Department. - agree
i) No outdoor speaker system shall be allowed. -agree
j) Shall comply with all other Zoning, Fire, Building, Engineering, Utility and other Municipal Ordinances, and all applicable laws. - agree

Vehicle Service and Repair (Amended Ord. No. 25-O1095 – Adopted May 6th, 2025)

a) All repair and service shall be conducted within the building. - agree
b) No outside storage shall be allowed unless within a designated screened area. – agree (For sales use, request to from time to time park new boats outside in front of showroom (ex. In picture from Tinus Marine))
c) All vehicles shall be parked in a designated stall on a paved surface area. - agree
d) Security cameras shall be installed as required by the City Police Department. - agree

e) Customer service hours shall be between 7:00am and 8:30pm. -agree
f) Shall comply with all other Zoning, Fire, Building, Engineering, Utility and other Municipal Ordinances, and all applicable laws. - agree

Storage Yards (Letter (d) below amended, Ordinance No. 21-O1000, adopted 3/16/21)

a) Applicant shall submit a detailed site plan, which shall be subject to review and approval of the Zoning Administrator and the use is prohibited unless and until approval is granted. - agree
b) Applicant shall submit a Fire and Emergency Plan, which shall be subject to review and approval of the Zoning Administrator and the use is prohibited unless and until approval is granted. - agree
c) Applicant shall submit a hazardous material handling and control plan, which shall be subject to review and approval of the Zoning Administrator and the use is prohibited unless and until approval is granted. - agree
d) All items shall be stored a minimum of 35' from the property line. The Common Council has the authority to reduce the setback to 5' from the property line under appropriate conditions based on the storage yard screening, type of product being stored, and general operations of the storage yard business. In no case shall items be stacked or stored greater than 12' in height within 35' of the property lines. – agree (we request that with proper screening we can reduce this to 5' (see ex. From Tinus Marine))
e) There shall be no stacking of items higher than 20' from grade elevation. - agree
f) Property shall be fenced with a minimum 8' fence or provide a berming and landscaping plan, which shall be subject to review and approval of the Zoning Administrator and the use is prohibited unless and until approval is granted. - agree
g) Applicant shall submit a road cleaning plan, which shall be subject to review and approval of the Zoning Administrator and the use is prohibited unless and until approval is granted. - agree
h) Security cameras shall be installed as required by the City Police Department. - agree
i) Shall comply with all other Zoning, Fire, Building, Engineering, Utility and other Municipal Ordinances, and all applicable laws. - agree

We look forward to being a respectful, prosperous, and impactful part of the Oconomowoc community. Please let us know if you have any questions.

Thank you,

Joe Moede

CenterPointe Marine
700 S. Water St.
Milwaukee, WI 53204

May 22, 2026

City of Oconomowoc
Plan Commission and City Council
174 E. Wisconsin Avenue
PO Box 27
Oconomowoc, WI 53066

Re. CUP Standards for 519 W. Second Street, Oconomowoc, Wisconsin

Commission and Council Members,

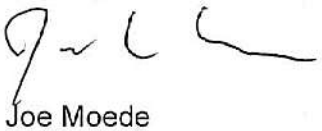
The purpose of this letter is to formally notify the appropriate parties that CenterPointe agrees to meet the CUP Standards listed below.

Storage Yards (Letter (d) below amended, Ordinance No. 21-O1000, adopted 3/16/21)

a) Applicant shall submit a detailed site plan, which shall be subject to review and approval of the Zoning Administrator and the use is prohibited unless and until approval is granted. - agree
b) Applicant shall submit a Fire and Emergency Plan, which shall be subject to review and approval of the Zoning Administrator and the use is prohibited unless and until approval is granted. - agree
c) Applicant shall submit a hazardous material handling and control plan, which shall be subject to review and approval of the Zoning Administrator and the use is prohibited unless and until approval is granted. - agree
d) All items shall be stored a minimum of 35' from the property line. The Common Council has the authority to reduce the setback to 5' from the property line under appropriate conditions based on the storage yard screening, type of product being stored, and general operations of the storage yard business. In no case shall items be stacked or stored greater than 12' in height within 35' of the property lines. – agree (we request that with proper screening we can reduce this to 5' (see ex. From Tinus Marine))
e) There shall be no stacking of items higher than 20' from grade elevation. - agree
f) Property shall be fenced with a minimum 8' fence or provide a berming and landscaping plan, which shall be subject to review and approval of the Zoning Administrator and the use is prohibited unless and until approval is granted. - agree
g) Applicant shall submit a road cleaning plan, which shall be subject to review and approval of the Zoning Administrator and the use is prohibited unless and until approval is granted. - agree
h) Security cameras shall be installed as required by the City Police Department. - agree
i) Shall comply with all other Zoning, Fire, Building, Engineering, Utility and other Municipal Ordinances, and all applicable laws. - agree

We look forward to being a respectful, prosperous, and impactful part of the Oconomowoc community. Please let us know if you have any questions.

Thank you,



Joe Moede

CenterPointe Marine
700 S. Water St.
Milwaukee, WI 53204

May 22, 2026

City of Oconomowoc
Plan Commission and City Council
174 E. Wisconsin Avenue
PO Box 27
Oconomowoc, WI 53066

Re. CUP Standards for 126 S. Park Street, Oconomowoc, Wisconsin

Commission and Council Members,

The purpose of this letter is to formally notify the appropriate parties that CenterPointe agrees to meet the CUP Standards listed below.

Vehicle Service and Repair (Amended Ord. No. 25-O1095 – Adopted May 6th, 2025)

a) All repair and service shall be conducted within the building. - agree
b) No outside storage shall be allowed unless within a designated screened area. - agree
c) All vehicles shall be parked in a designated stall on a paved surface area. - agree
d) Security cameras shall be installed as required by the City Police Department. - agree
e) Customer service hours shall be between 7:00am and 8:30pm. -agree
f) Shall comply with all other Zoning, Fire, Building, Engineering, Utility and other Municipal Ordinances, and all applicable laws. - agree

We look forward to being a respectful, prosperous, and impactful part of the Oconomowoc community. Please let us know if you have any questions.

Thank you,

Joe Moede

CenterPointe Marine

Our mission is to deliver the best full-service boating experience.

CenterPointe Marine

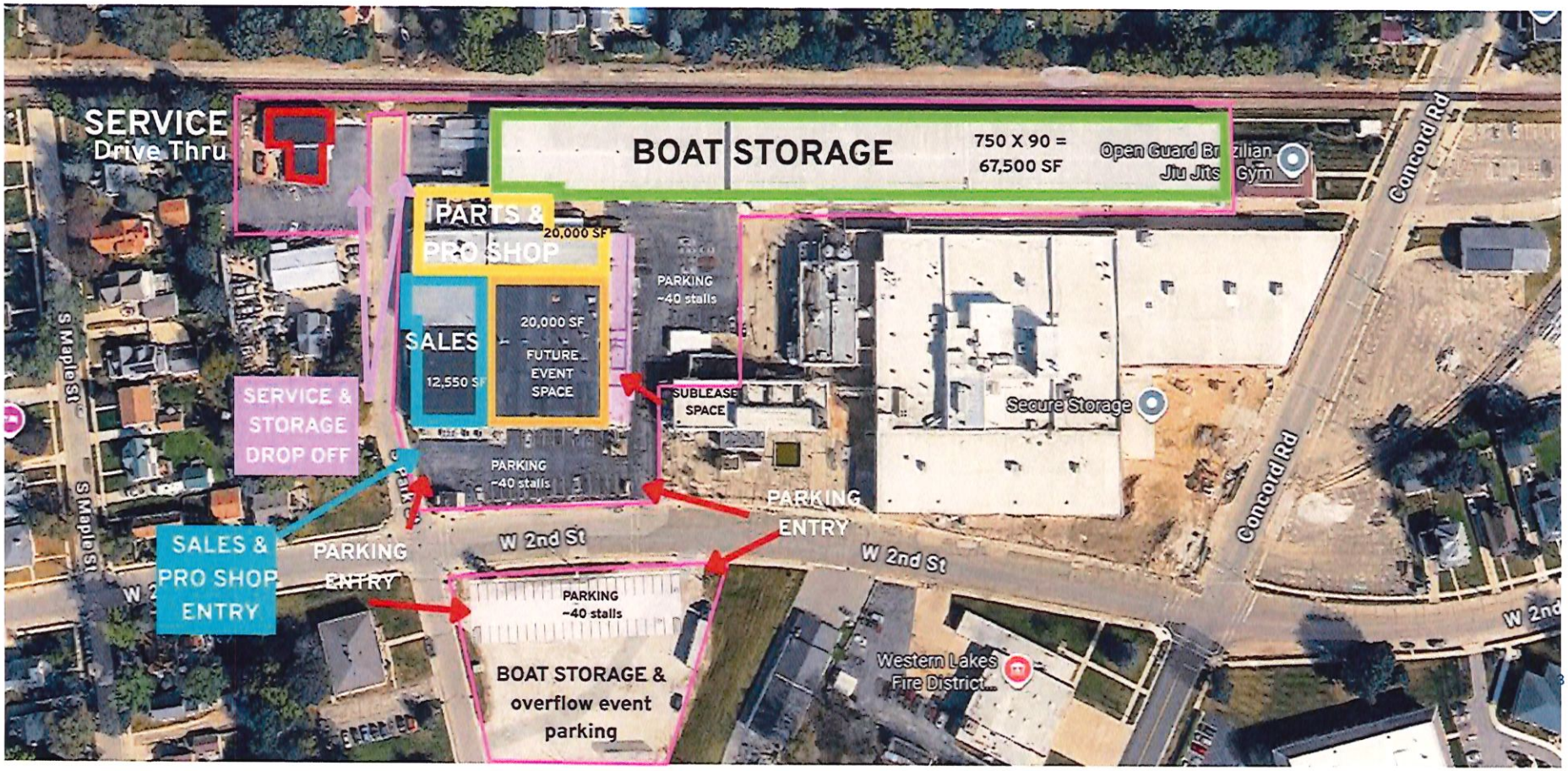
Local, family owned, full service, marine dealership

- **Sales**
  - New, used, and consigned/brokerage boat sales
- **Service**
  - Full factory authorized service, maintenance, and repairs
- **Parts & Pro Shop**
  - Parts and accessories to keep our customers on the water and outfitted with the proper gear
- **Storage**
  - Indoor heated and outdoor boat storage including decommissioning, winterization, and spring commissioning services



CenterPointe Marine

Site Use Plan



CenterPointe Marine

Showroom and Service





Existing Condition

CenterPointe Marine

Showroom and Service





Proposed alterations

CenterPointe Marine

Main Storage Entry



Existing Condition



Proposed alterations

CenterPointe Marine

Outdoor Storage and Overflow Parking



Proposed alterations

Added screening to improve curb appeal, visual aesthetics, and security

~ 1 acre



CenterPointe Marine

Use Summary

- Indoor storage for ~ 350 boats
- Outdoor storage for ~ 100 boats (fence/landscape screening)
- Boat service
- Retail sales for new, used, and brokerage boats (boat showroom for ~30 boats)
- Future event space (weddings, corporate retreats, meetings, clubs)
- Sublease office area to outside users

ORDINANCE NO. 26-O1129

AN ORDINANCE TO AMEND THE CITY OF OCONOMOWOC COMPREHENSIVE PLAN 2050 (CENTERPOINTE MARINE – 519 W. SECOND STREET)

WHEREAS, the City of Oconomowoc Common Council has created a Plan Commission pursuant to §62.23(1), Wis. Stats.; and

WHEREAS, it is the function and duty of the City Plan Commission pursuant to §62.23(2), Wis. Stats., to prepare and adopt a Master Plan as a whole or as parts thereof, which plans are to aid the Plan Commission and Common Council in making day-to-day development decisions; and

WHEREAS, the City of Oconomowoc Plan Commission recommended the adoption of a Master Plan, and the City of Oconomowoc Common Council adopted a Comprehensive Plan 2050 by ordinance on November 19, 2019; and

WHEREAS, the Land Use Element of the Comprehensive Plan 2050 and accompanying Figure 20 map titled "Future Land Use" identified on page 143 of the Comprehensive Plan identifies the CenterPointe Marine site, located at 519 W. Second Street, shown on Exhibit A attached hereto, which exhibit shows the parcel which is the subject of this resolution, with a land use designation of Industrial Use as the proposed land use; and

WHEREAS, an application has been made by Peter Moede, of CenterPointe Marine, in partnership with Joe Moede, of CenterPointe Marine to amend the plan and map as shown on the City of Oconomowoc 2050 Future Land Use Map to a designation of Commercial / Office, which is on file in the office of the Planning Department; and

WHEREAS, the purpose of amending the Land Use Plan and map is to meet the 14 local goals for comprehensive planning set forth in the Comprehensive Land Use Plan 2050 on page 16 of said plan, which lists the following 14 goals:

1. Promotion of the redevelopment of lands and rehabilitate existing residential, commercial and industrial structures.
2. Encourage neighborhood designs that support a range of transportation choices.
3. Protection of natural areas, including wetlands, wildlife habitats, lakes, woodlands, open spaces, and groundwater resources.
4. Protection of economically productive areas.
5. Encouragement of land uses, densities and regulations promoting efficient development patterns.
6. Preservation of cultural, historic and archeological sites.
7. Encouragement of coordination and cooperation among nearby units of government.

8. Building of community identity by revitalizing main streets and enforcing design standards.

9. Providing an adequate supply of affordable housing.

10. Providing adequate infrastructure and public services and an adequate supply of development land to meet market demand for residential, commercial and industrial uses.

11. Promoting the expansion or stabilization of the current economic base and creation of a range of employment opportunities.

12. Balancing individual property rights with community interests and goals.

13. Planning and development of land uses that create or preserve varied and unique urban and rural communities.

14. Providing an integrated, efficient and economic transportation system.

and

WHEREAS, the requested amendment would remove 1.29 acres of land from the Industrial use classification as shown on Exhibit A attached hereto; and

WHEREAS, the intent of removing said acreage from the use designated future land use is to add said 1.29 acres to Commercial / Office land use; and

WHEREAS, the Lands located at 519 W. Second Street, will be developed into an outdoor boat storage yard use; and

WHEREAS, the requested amendment would meet the intent of the City of Oconomowoc Comprehensive Land Use Plan 2050 as outlined in the Land Use Element of said land use plan, which element is set forth on pages 136-148 of said plan; and

WHEREAS, the city has duly noticed and held a public hearing before the Common Council on June 16, 2026 regarding the proposed amendment, following the procedures in §66.1001(4)(d), Wis. Stats., and the public participation procedures for comprehensive plan amendments adopted by the city as required by §66.1001, Wis. Stats., and Ordinance No. 19-O964 adopted November 19, 2019.

NOW THEREFORE, BE IT ORDAINED that the Common Council of the City of Oconomowoc adopts this ordinance which amends the Land Use Map amending the land use of the parcel identified on the attached Exhibit A from the current land use designation of Industrial to the proposed land use designation of Commercial / Office land use set forth on said exhibit pursuant to §66.1001(4)(b), Wis. Stats.; and

BE IT FURTHER ORDAINED that a copy of this Comprehensive Plan amending ordinance shall be sent to all of the following:

1. Every governmental body that is located in whole or in part within the boundaries of the City of Oconomowoc.

2. The clerk of every local governmental unit that is adjacent to the City of Oconomowoc.
3. The Wisconsin Land Council.
4. The Department of Administration.
5. The Southeastern Wisconsin Regional Planning Commission.
6. The public library that serves the area in which the City of Oconomowoc is located.

BE IT FURTHER ORDAINED that this ordinance shall be effective upon passage and publication as required by law.

DATED:____June 16, 2026_____ CITY OF OCONOMOWOC

_____
Matt Rosek, Mayor

ATTEST:

_____
Gina Kozlik, City Clerk

Date Adopted: _____
Date Published: _____
Effective Date: _____

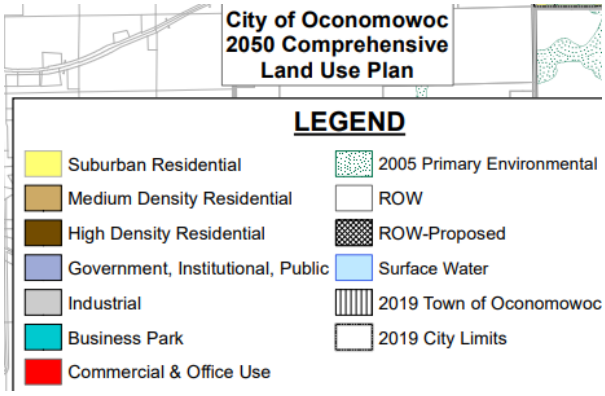
CenterPointe Marine – Exhibit A

Comprehensive Plan Amendment: Land Use Map

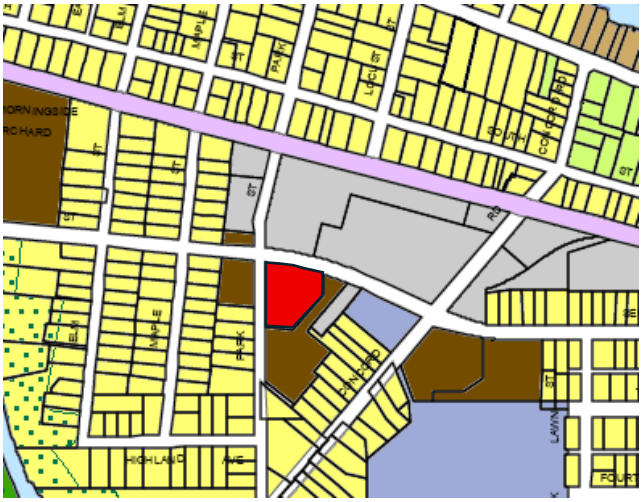
519 W. Second Street, Oconomowoc, WI

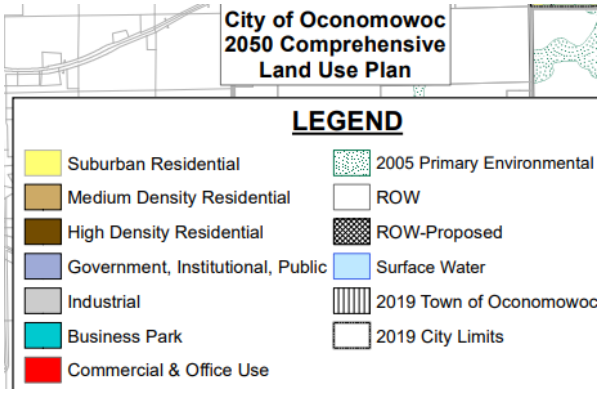
Existing





Proposed





ORDINANCE NO. 26-O1130

AN ORDINANCE TO AMEND THE CITY OF OCONOMOWOC COMPREHENSIVE PLAN 2050 (CENTERPOINTE MARINE – 126 S. PARK STREET)

WHEREAS, the City of Oconomowoc Common Council has created a Plan Commission pursuant to §62.23(1), Wis. Stats.; and

WHEREAS, it is the function and duty of the City Plan Commission pursuant to §62.23(2), Wis. Stats., to prepare and adopt a Master Plan as a whole or as parts thereof, which plans are to aid the Plan Commission and Common Council in making day-to-day development decisions; and

WHEREAS, the City of Oconomowoc Plan Commission recommended the adoption of a Master Plan, and the City of Oconomowoc Common Council adopted a Comprehensive Plan 2050 by ordinance on November 19, 2019; and

WHEREAS, the Land Use Element of the Comprehensive Plan 2050 and accompanying Figure 20 map titled "Future Land Use" identified on page 143 of the Comprehensive Plan identifies the CenterPointe Marine site, located at 126 S. Park Street, shown on Exhibit A attached hereto, which exhibit shows the parcel which is the subject of this resolution, with a land use designation of Industrial Use as the proposed land use; and

WHEREAS, an application has been made by Peter Moede, of CenterPointe Marine, in partnership with Joe Moede, of CenterPointe Marine to amend the plan and map as shown on the City of Oconomowoc 2050 Future Land Use Map to a designation of Commercial / Office, which is on file in the office of the Planning Department; and

WHEREAS, the purpose of amending the Land Use Plan and map is to meet the 14 local goals for comprehensive planning set forth in the Comprehensive Land Use Plan 2050 on page 16 of said plan, which lists the following 14 goals:

1. Promotion of the redevelopment of lands and rehabilitate existing residential, commercial and industrial structures.
2. Encourage neighborhood designs that support a range of transportation choices.
3. Protection of natural areas, including wetlands, wildlife habitats, lakes, woodlands, open spaces, and groundwater resources.
4. Protection of economically productive areas.
5. Encouragement of land uses, densities and regulations promoting efficient development patterns.
6. Preservation of cultural, historic and archeological sites.
7. Encouragement of coordination and cooperation among nearby units of government.

8. Building of community identity by revitalizing main streets and enforcing design standards.

9. Providing an adequate supply of affordable housing.

10. Providing adequate infrastructure and public services and an adequate supply of development land to meet market demand for residential, commercial and industrial uses.

11. Promoting the expansion or stabilization of the current economic base and creation of a range of employment opportunities.

12. Balancing individual property rights with community interests and goals.

13. Planning and development of land uses that create or preserve varied and unique urban and rural communities.

14. Providing an integrated, efficient and economic transportation system.

and

WHEREAS, the requested amendment would remove .5 acres of land from the Industrial use classification as shown on Exhibit A attached hereto; and

WHEREAS, the intent of removing said acreage from the use designated future land use is to add said .5 acres to Commercial / Office land use; and

WHEREAS, the Lands located at 519 W. Second Street, will be developed into a boat service use; and

WHEREAS, the requested amendment would meet the intent of the City of Oconomowoc Comprehensive Land Use Plan 2050 as outlined in the Land Use Element of said land use plan, which element is set forth on pages 136-148 of said plan; and

WHEREAS, the city has duly noticed and held a public hearing before the Common Council on June 16, 2026 regarding the proposed amendment, following the procedures in §66.1001(4)(d), Wis. Stats., and the public participation procedures for comprehensive plan amendments adopted by the city as required by §66.1001, Wis. Stats., and Ordinance No. 19-O964 adopted November 19, 2019.

NOW THEREFORE, BE IT ORDAINED that the Common Council of the City of Oconomowoc adopts this ordinance which amends the Land Use Map amending the land use of the parcel identified on the attached Exhibit A from the current land use designation of Industrial to the proposed land use designation of Commercial / Office land use set forth on said exhibit pursuant to §66.1001(4)(b), Wis. Stats.; and

BE IT FURTHER ORDAINED that a copy of this Comprehensive Plan amending ordinance shall be sent to all of the following:

1. Every governmental body that is located in whole or in part within the boundaries of the City of Oconomowoc.

2. The clerk of every local governmental unit that is adjacent to the City of Oconomowoc.
3. The Wisconsin Land Council.
4. The Department of Administration.
5. The Southeastern Wisconsin Regional Planning Commission.
6. The public library that serves the area in which the City of Oconomowoc is located.

BE IT FURTHER ORDAINED that this ordinance shall be effective upon passage and publication as required by law.

DATED:____June 16, 2026_____ CITY OF OCONOMOWOC

_____
Matt Rosek, Mayor

ATTEST:

_____
Gina Kozlik, City Clerk

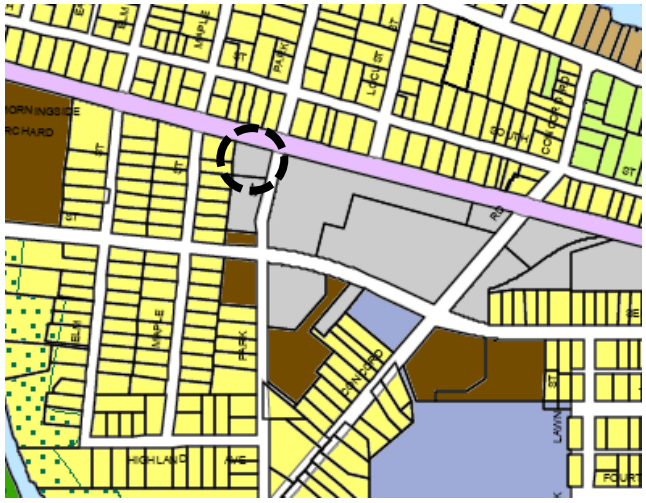
Date Adopted: _____
Date Published: _____
Effective Date: _____

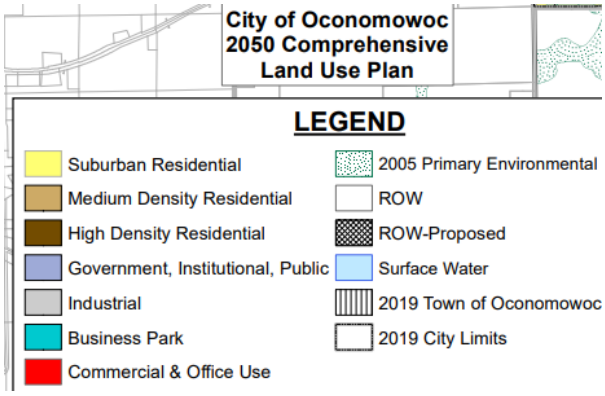
CenterPointe Marine – Exhibit A

Comprehensive Plan Amendment: Land Use Map

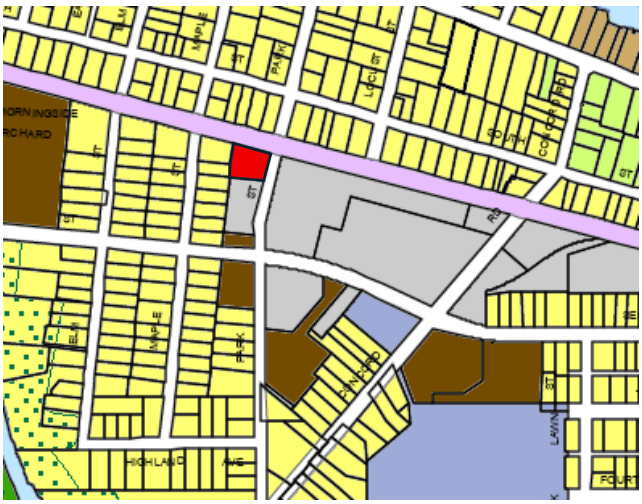
126 S. Park Street, Oconomowoc, WI

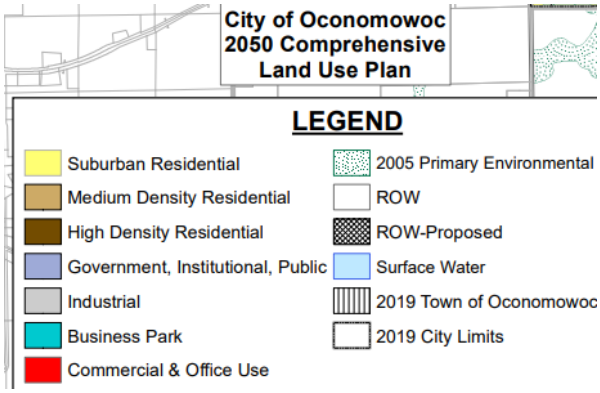
Existing





Proposed





ORDINANCE NO. 26-O1123

AN ORDINANCE TO REZONE LANDS FROM INDUSTRIAL (I) DISTRICT TO GENERAL COMMERCIAL (GC) DISTRICT AS SHOWN ON THE ZONING DISTRICT MAP, CITY OF OCONOMOWOC, WISCONSIN (CENTERPOINTE MARINE – 520 W. SECOND STREET)

The Common Council of the City of Oconomowoc, Waukesha County, Wisconsin, do ordain as follows:

SECTION 1. The Zoning District Map of the City of Oconomowoc, Wisconsin, dated May 27, 2025, is hereby amended by rezoning lands (3.83 acres) currently identified as I - Industrial District; to GC – General Commercial District. The land is located at 520 W. Second Street, tax key number OCOC 0560.355.007 within the City of Oconomowoc, said lands are precisely described as follows:

SEE PROPERTY EXHIBIT FOR LEGAL DESCRIPTION - ATTACHED HERETO

SECTION 2. This zoning ordinance amendment and map revision shall be listed on Appendix B of the zoning ordinance of the City of Oconomowoc entitled "List of Amendments to the Official Zoning Map."

SECTION 3. This ordinance shall take effect upon passage and publication as required by law.

DATED: June 16, 2026

CITY OF OCONOMOWOC

_____
Matt Rosek, Mayor

ATTEST:

_____
Gina Kozlik, Clerk

Date Adopted:_____

Date Published:_____

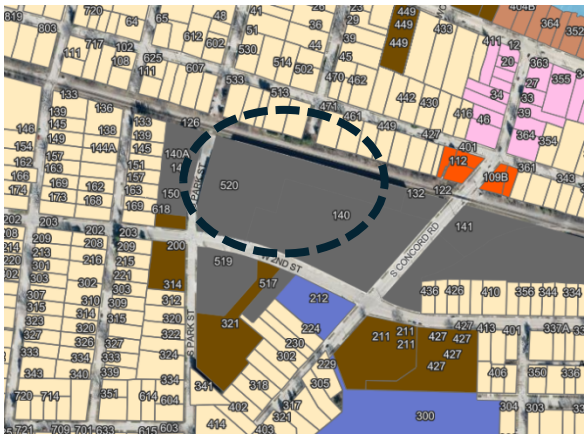
Effective Date:_____

CenterPointe Marine – Exhibit A

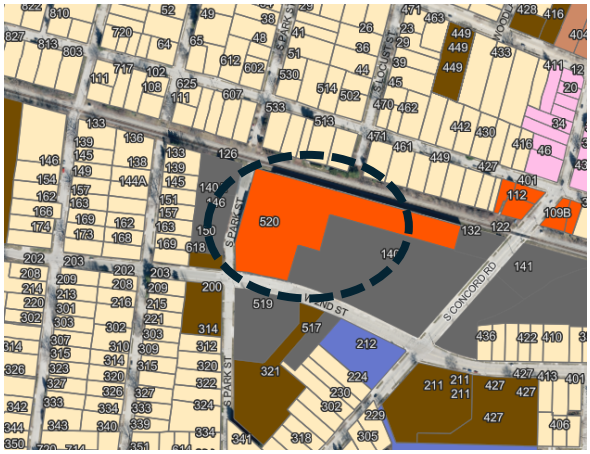
Rezoning Amendment

520 W. Second Street, Oconomowoc, WI

Existing



Proposed



City of Oconomowoc
Zoning Map
May 27, 2025

Zoning Overlays	IRS - Isthmus Residential Single	BP - Business Park
SR - Suburban Residential	IRM - Isthmus Residential Multi	I - Industrial
TR - Traditional Residential	RR - Rural Residential	IP - Institutional Public
RML - Multi-Unit (Low) Residential	GC - General Commercial	UR - Urban Reserve
RMH - Multi-Unit (High) Residential	MC - Mixed - Use Commercial	

Rezoning of 3.83 acres from I – Industrial District to GC – General Commercial District.

Legally Described as 520 W. Second Street. Tax Key Number: OCOC 0560.355.007

ORDINANCE NO. 26-O1124

AN ORDINANCE TO REZONE LANDS FROM INDUSTRIAL (I) DISTRICT TO GENERAL COMMERCIAL (GC) DISTRICT AS SHOWN ON THE ZONING DISTRICT MAP, CITY OF OCONOMOWOC, WISCONSIN (CENTERPOINTE MARINE – 519 W. SECOND STREET)

The Common Council of the City of Oconomowoc, Waukesha County, Wisconsin, do ordain as follows:

SECTION 1. The Zoning District Map of the City of Oconomowoc, Wisconsin, dated May 27, 2025, is hereby amended by rezoning lands (1.29 acres) currently identified as I - Industrial District; to GC – General Commercial District. The land is located at 519 W. Second Street, tax key number OCOC 0560.358.002 within the City of Oconomowoc, said lands are precisely described as follows:

SEE PROPERTY EXHIBIT FOR LEGAL DESCRIPTION - ATTACHED HERETO

SECTION 2. This zoning ordinance amendment and map revision shall be listed on Appendix B of the zoning ordinance of the City of Oconomowoc entitled "List of Amendments to the Official Zoning Map."

SECTION 3. This ordinance shall take effect upon passage and publication as required by law.

DATED: June 16, 2026

CITY OF OCONOMOWOC

By:_____
Matt Rosek, Mayor

ATTEST:

_____
Gina Kozlik, Clerk

Date Adopted:_____

Date Published:_____

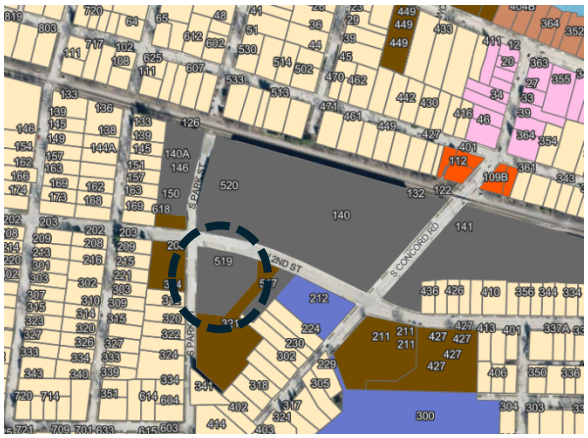
Effective Date:_____

CenterPointe Marine – Exhibit A

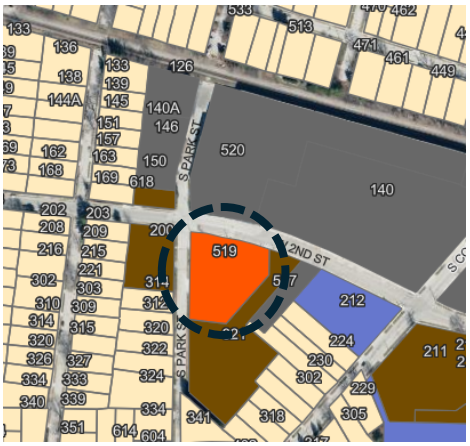
Rezoning Amendment

519 W. Second Street, Oconomowoc, WI

Existing



Proposed



City of Oconomowoc
Zoning Map
May 27, 2025

Zoning Overlays	IRS - Isthmus Residential Single	BP - Business Park
SR - Suburban Residential	IRM - Isthmus Residential Multi	I - Industrial
TR - Traditional Residential	RR - Rural Residential	IP - Institutional Public
RML - Multi-Unit (Low) Residential	GC - General Commercial	UR - Urban Reserve
RMH - Multi-Unit (High) Residential	MC - Mixed - Use Commercial	

Rezoning of acres from I – Industrial District to GC – General Commercial District.

Legally Described as 519 W. Second Street. Tax Key Number: OCOC 0560.358.002

ORDINANCE NO. 26-O1125

AN ORDINANCE TO REZONE LANDS FROM INDUSTRIAL (I) DISTRICT TO GENERAL COMMERCIAL (GC) DISTRICT AS SHOWN ON THE ZONING DISTRICT MAP, CITY OF OCONOMOWOC, WISCONSIN (CENTERPOINTE MARINE – 126 S. PARK STREET)

The Common Council of the City of Oconomowoc, Waukesha County, Wisconsin, do ordain as follows:

SECTION 1. The Zoning District Map of the City of Oconomowoc, Wisconsin, dated May 27, 2025, is hereby amended by rezoning lands (.5 acres) currently identified as I - Industrial District; to GC – General Commercial District. The land is located at 126 S. Park Street, tax key number OCOC 0559.179 within the City of Oconomowoc, said lands are precisely described as follows:

SEE PROPERTY EXHIBIT FOR LEGAL DESCRIPTION - ATTACHED HERETO

SECTION 2. This zoning ordinance amendment and map revision shall be listed on Appendix B of the zoning ordinance of the City of Oconomowoc entitled "List of Amendments to the Official Zoning Map."

SECTION 3. This ordinance shall take effect upon passage and publication as required by law.

DATED: June 16, 2026

CITY OF OCONOMOWOC

By:_____
Matt Rosek, Mayor

ATTEST:

_____
Gina Kozlik, Clerk

Date Adopted:_____

Date Published:_____

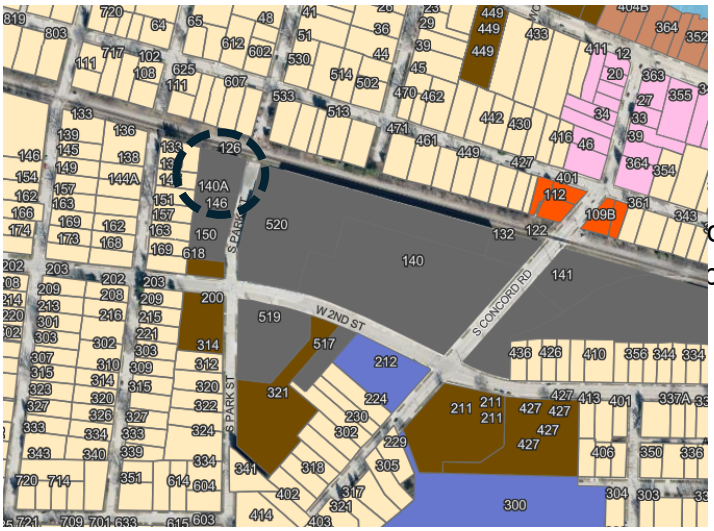
Effective Date:_____

CenterPointe Marine – Exhibit A

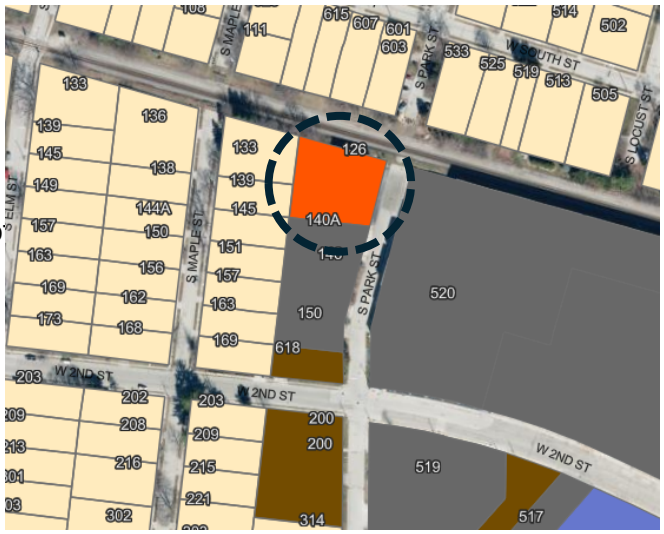
Rezoning Amendment

126 S. Park Street, Oconomowoc, WI

Existing



Proposed



City of Oconomowoc
Zoning Map
May 27, 2025

Zoning Overlays	IRS - Isthmus Residential Single	BP - Business Park
SR - Suburban Residential	IRM - Isthmus Residential Multi	I - Industrial
TR - Traditional Residential	RR - Rural Residential	IP - Institutional Public
RML - Multi-Unit (Low) Residential	GC - General Commercial	UR - Urban Reserve
RMH - Multi-Unit (High) Residential	MC - Mixed - Use Commercial	

Rezoning of .5 acres from I – Industrial District to GC – General Commercial District.

Legally Described as 126 S. Park Street. Tax Key Number: OCOC 0559.179

CONDITIONAL USE PERMIT
CenterPointe Marine, Inc.
Boat Sales, Boat Service & Indoor Boat Storage
520 W. Second Street, Oconomowoc, Wisconsin

A petition having been filed by Peter Moede, on behalf of CenterPointe Marine, for permission to engage in boat sales, boat storage and boat service at 520 W. Second Street in the City of Oconomowoc, Wisconsin 53066, requesting a conditional use permit, upon which there have been the following proceedings:

- Preapplication meetings between the applicant, the Zoning Administrator and appropriate City staff to discuss the general concept on April 1, 2026.

- Zoning Administrator determination that the application is complete as required by §17.806(5).

- Zoning Administrator evaluation of the written justification for the conditional use and determination if the proposed conditional use is in harmony with the Master Plan of the City as required by §17.806(6)(a).

- After due notice, a public hearing was held before the Common Council on June 16, 2026.

- Plan Commission on June 3, 2026 adopted the memorandum report of the City Planner as the Plan Commission's report and has adopted the findings of fact set forth therein (Exhibit A).

- Plan Commission has, by motion duly made, seconded and carried, at its regular Plan Commission meeting of June 3, 2026, recommended to the Common Council of the City of Oconomowoc that a conditional use be granted to CenterPointe Marine, Inc for the use of Boat Sales, Boat Service and Indoor Boat Storage at 520 W. Second Street, in the City of Oconomowoc.

- Plan Commission has forwarded its report and recommendation to the Common Council for final action by the Council.

- Common Council has held a public hearing on June 16, 2026 to hear public feedback on the request for Boat Sales, Boat Service, and Indoor Boat Storage use on the subject property.

- Common Council has reviewed the Plan Commission's recommendations and the proposed written conditional use permit.

The Common Council hereby accepts the Plan Commission's recommendation.

The Common Council of the City of Oconomowoc on June 16, 2026 does hereby make the following findings of fact and does hereby grant a conditional use permit to Peter Moede, on behalf of, CenterPointe Marine, to allow for Boat Sales, Boat Service and Indoor Boat Storage at 520 W. Second Street subject to the conditions set forth below.

FINDINGS OF FACT

The findings of fact listed in the Oconomowoc Planning Staff Report adopted as the City Plan Commission's report are hereby incorporated herein by reference. See Exhibit A.

CONDITIONS

1. Application / Plan of Operation. The application and the plan of operation submitted by Peter Moede, on behalf of CenterPointe Marine, dated April 22, 2026, are hereby approved and incorporated herein by reference. If any terms of the plan of operation conflict with provisions of this conditional use permit, the provisions of this conditional use permit shall control.

2. Site Plans / Application Materials. The site development plans and associated application materials on file in the Office of the City Planner are hereby approved and incorporated herein by reference, including:

- Development Application received April 22, 2026
- Plan of Operation / Letter dated March 25, 2026
- Project Plans (7 sheets), containing site plan, and existing / proposed alterations of the two existing structures at 520 W. Second Street and 126 S. Park Street, and alteration plan for the existing vacant lot at 519 W. Second Street. All project plan sheets were not dated.

3. Initially Approved Activities. The applicant may operate a boat sales, boat service and boat indoor storage business at 520 W. Second Street. The hours of operation for the business shall be 8:00 AM to 6:00 PM, Monday thru Sunday with the potential of the expansion of hours as per customer demand.

4. Noise. The business shall conform with the noise regulations listed in the City Zoning Ordinance.

5. Outdoor Storage / Sales Display. Boats shall be completely stored indoors and displayed indoors on the applicant’s property at 520 W. Second Street. Per the zoning ordinance, no outdoor storage of boat parts shall be permitted on the property. No boats, trailers, or other equipment shall be parked on the City’s streets or in the parking stalls that have been designated as a parking easement area intended only for automobile parking.

6. Boat Loading / Unloading. All unloading and loading of boats shall be on the subject property at 520 W. Second Street.

7. Fire Protection. The applicant shall provide all fire protection items as required by the City of Oconomowoc Fire Department Codes and Ordinances.

8. Cameras. The applicant / owner shall install cameras as required by the City Police Department. All cameras shall be installed and confirmed with the Police prior to release of occupancy permit.

9. Permit Transferability. This approved Conditional Use Permit is transferable to subsequent permit users provided said users conform to the conditions within this approved permit and the use is consistent with the approved plan of operation. A change in business name or ownership shall not be considered a substantive change and shall not require Plan Commission approval. In order for the use to be transferred, the use shall not discontinue for 12 consecutive months and the use must not exceed the restrictions and conditions listed within the approved conditional use permit.

10. Acceptance. The applicant, upon the granting of the Conditional Use Permit, shall agree to accept the same in writing.

DATED: _____

CITY OF OCONOMOWOC

By:_____
Matt Rosek, Mayor

Attest:_____
Gina Kozlik, Clerk

ACCEPTANCE

This conditional use is accepted, and applicant / permittee agrees to abide by the terms thereof.

CenterPointe Marine

By: _____
Peter Moede, Applicant

CenterPointe Marine

By: _____
Joe Moede, Property Owner

CONDITIONAL USE PERMIT
CenterPointe Marine, Inc.
Outdoor Boat Storage
519 W. Second Street, Oconomowoc, Wisconsin

A petition having been filed by Peter Moede, on behalf of CenterPointe Marine, for permission to engage in outdoor boat storage at 519 W. Second Street in the City of Oconomowoc, Wisconsin 53066, requesting a conditional use permit, upon which there have been the following proceedings:

- Preapplication meetings between the applicant, the Zoning Administrator and appropriate City staff to discuss the general concept on April 1, 2026.

- Zoning Administrator determination that the application is complete as required by §17.806(5).

- Zoning Administrator evaluation of the written justification for the conditional use and determination if the proposed conditional use is in harmony with the Master Plan of the City as required by §17.806(6)(a).

- After due notice, a public hearing was held before the Common Council on June 16, 2026.

- Plan Commission on June 3, 2026 adopted the memorandum report of the City Planner as the Plan Commission's report and has adopted the findings of fact set forth therein (Exhibit A).

- Plan Commission has, by motion duly made, seconded and carried, at its regular Plan Commission meeting of June 3, 2026, recommended to the Common Council of the City of Oconomowoc that a conditional use be granted to CenterPointe Marine, Inc for the use of Outdoor Boat Storage at 519 W. Second Street, in the City of Oconomowoc.

- Plan Commission has forwarded its report and recommendation to the Common Council for final action by the Council.

- Common Council has held a public hearing on June 16, 2026, to hear public feedback on the request for Boat Sales, Boat Service, and Indoor Boat Storage use on the subject property.

- Common Council has reviewed the Plan Commission's recommendations and the proposed written conditional use permit.

The Common Council hereby accepts the Plan Commission's recommendation.

The Common Council of the City of Oconomowoc on June 16, 2026, does hereby make the following findings of fact and does hereby grant a conditional use permit to Peter Moede, on behalf of, CenterPointe Marine, to allow for Outdoor Boat Storage at 519 W. Second Street subject to the conditions set forth below.

FINDINGS OF FACT

The findings of fact listed in the Oconomowoc Planning Staff Report adopted as the City Plan Commission's report are hereby incorporated herein by reference. See Exhibit A.

CONDITIONS

1. Application / Plan of Operation. The application and the plan of operation submitted by Peter Moede, on behalf of CenterPointe Marine, dated April 22, 2026, are hereby approved and incorporated herein by reference. If any terms of the plan of operation conflict with provisions of this conditional use permit, the provisions of this conditional use permit shall control.

2. Site Plans / Application Materials. The site development plans and associated application materials on file in the Office of the City Planner are hereby approved and incorporated herein by reference, including:

- Development Application received April 22, 2026
- Plan of Operation / Letter dated March 25, 2026
- Project Plans (7 sheets), containing site plan, and existing / proposed alterations of the two existing structures at 520 W. Second Street and 126 S. Park Street, and alteration plan for the existing vacant lot at 519 W. Second Street. All project plan sheets were not dated.

3. Initially Approved Activities. The applicant may operate outdoor boat storage at 519 W. Second Street. The hours of operation for the business shall be 8:00 AM to 6:00 PM, Monday thru Sunday with the potential of the expansion of hours as per customer demand. Boats may be storage 24 hours a day.

4. Noise. The business shall conform with the noise regulations listed in the City Zoning Ordinance.

5. Outdoor Storage. Boats shall be completely stored inside a fenced area on the applicant’s property at 519 W. Second Street. No boats, trailers, or other equipment shall be parked on the City’s Streets or in the parking stalls that have been designated as a parking area intended only for automobile parking.

6. Boat Loading / Unloading. All unloading and loading of boats shall be on the subject property at 519 W. Second Street.

7. Fire Protection. The applicant shall provide all fire protection items as required by the City of Oconomowoc Fire Department Codes and Ordinances.

8. Cameras. The applicant / owner shall install cameras as required by the City Police Department. All cameras shall be installed and confirmed with the Police prior to release of occupancy permit.

9. Permit Transferability. This approved Conditional Use Permit is transferable to subsequent permit users provided said users conform to the conditions within this approved permit and the use is consistent with the approved plan of operation. A change in business name or ownership shall not be considered a substantive change and shall not require Plan Commission approval. In order for the use to be transferred, the use shall not discontinue for 12 consecutive months, and the use must not exceed the restrictions and conditions listed within the approved conditional use permit.

10. Acceptance. The applicant, upon the granting of the Conditional Use Permit, shall agree to accept the same in writing.

DATED: _____

CITY OF OCONOMOWOC

By:_____
Matt Rosek, Mayor

Attest:_____
Gina Kozlik, Clerk

ACCEPTANCE

This conditional use is accepted, and applicant / permittee agrees to abide by the terms thereof.

CenterPointe Marine

By: _____
Peter Moede, Applicant

CenterPointe Marine

By: _____
Joe Moede, Property Owner

CONDITIONAL USE PERMIT
CenterPointe Marine, Inc.
Boat Service
126 S. Park Street, Oconomowoc, Wisconsin

A petition having been filed by Peter Moede, on behalf of CenterPointe Marine, for permission to engage in boat service at 126 S. Park Street in the City of Oconomowoc, Wisconsin 53066, requesting a conditional use permit, upon which there have been the following proceedings:

- Preapplication meetings between the applicant, the Zoning Administrator and appropriate City staff to discuss the general concept on April 1, 2026.

- Zoning Administrator determination that the application is complete as required by §17.806(5).

- Zoning Administrator evaluation of the written justification for the conditional use and determination if the proposed conditional use is in harmony with the Master Plan of the City as required by §17.806(6)(a).

- After due notice, a public hearing was held before the Common Council on June 16, 2026.

- Plan Commission on June 3, 2026 adopted the memorandum report of the City Planner as the Plan Commission's report and has adopted the findings of fact set forth therein (Exhibit A).

- Plan Commission has, by motion duly made, seconded and carried, at its regular Plan Commission meeting of June 3, 2026, recommended to the Common Council of the City of Oconomowoc that a conditional use be granted to CenterPointe Marine, Inc for the use of Boat Service at 126 S. Park Street, in the City of Oconomowoc.

- Plan Commission has forwarded its report and recommendation to the Common Council for final action by the Council.

- Common Council has held a public hearing on June 16, 2026, to hear public feedback on the request for Boat Service use on the subject property.

- Common Council has reviewed the Plan Commission's recommendations and the proposed written conditional use permit.

The Common Council hereby accepts the Plan Commission's recommendation.

The Common Council of the City of Oconomowoc on June 16, 2026, does hereby make the following findings of fact and does hereby grant a conditional use permit to Peter Moede, on behalf of, CenterPointe Marine, to allow for Boat Service at 126 S. Park Street subject to the conditions set forth below.

FINDINGS OF FACT

The findings of fact listed in the Oconomowoc Planning Staff Report adopted as the City Plan Commission's report are hereby incorporated herein by reference. See Exhibit A.

CONDITIONS

1. Application / Plan of Operation. The application and the plan of operation submitted by Peter Moede, on behalf of CenterPointe Marine, dated April 22, 2026, are hereby approved and incorporated herein by reference. If any terms of the plan of operation conflict with provisions of this conditional use permit, the provisions of this conditional use permit shall control.

2. Site Plans / Application Materials. The site development plans and associated application materials on file in the Office of the City Planner are hereby approved and incorporated herein by reference, including:

- Development Application received April 22, 2026
- Plan of Operation / Letter dated March 25, 2026
- Project Plans (7 sheets), containing site plan, and existing / proposed alterations of the two existing structures at 520 W. Second Street and 126 S. Park Street, and alteration plan for the existing vacant lot at 519 W. Second Street. All project plan sheets were not dated.

3. Initially Approved Activities. The applicant may operate boat service at 126 S. Park Street. The hours of operation for the business shall be 8:00 AM to 6:00 PM, Monday thru Sunday with the potential of the expansion of hours as per customer demand.

4. Noise. The business shall conform with the noise regulations listed in the City Zoning Ordinance.

5. Outdoor Storage. Boats shall be completely stored inside on the applicant’s property at 126 S. Park Street. No boats, trailers, or other equipment shall be parked on the City’s streets or in the parking stalls that have been designated as a parking area intended only for automobile parking.

6. Boat Loading / Unloading. All unloading and loading of boats shall be on the subject property at 126 S. Park Street.

7. Fire Protection. The applicant shall provide all fire protection items as required

by the City of Oconomowoc Fire Department Codes and Ordinances.

8. Cameras. The applicant / owner shall install cameras as required by the City Police Department. All cameras shall be installed and confirmed with the Police prior to release of occupancy permit.

9. Permit Transferability. This approved Conditional Use Permit is transferable to subsequent permit users provided said users conform to the conditions within this approved permit and the use is consistent with the approved plan of operation. A change in business name or ownership shall not be considered a substantive change and shall not require Plan Commission approval. In order for the use to be transferred, the use shall not discontinue for 12 consecutive months, and the use must not exceed the restrictions and conditions listed within the approved conditional use permit.

10. Acceptance. The applicant, upon the granting of the Conditional Use Permit, shall agree to accept the same in writing.

DATED: _____

CITY OF OCONOMOWOC

By:_____
Matt Rosek, Mayor

Attest:_____
Gina Kozlik, Clerk

ACCEPTANCE

This conditional use is accepted, and applicant / permittee agrees to abide by the terms thereof.

CenterPointe Marine

By: _____
Peter Moede, Applicant

CenterPointe Marine

By: _____
Joe Moede, Property Owner

Planning Staff Report

City of Oconomowoc

Plan Commission –6/3/2026

Village Square

Comprehensive Plan Amendment, Rezoning & PD Amendment

Summary: An application was submitted for three requests:

- **Comprehensive Plan Amendment**, changing the land use designation on 10.5 acres from General Commercial to Medium Density Residential and 10.8 acres from General Commercial to High Density Residential; and,
- **Rezone,** 10.5 acres from GC; General Commercial; to RML, Residential Multi-Unit Low and 10.8 acres from General Commercial to RMH, Residential Multi-Unit High: and,
- **Planned Development Amendment**, changing PD-9-06 for Village Square / Village Crossings to PD-1-26 by updating the existing PD overlay to reflect the current development request.

Property Location: South of Valley Road, north of Pabst Farms Circle– See Map
Tax Key Numbers: OCOC 0633.999.016

Property Owner: Village Square Holdings, LLC
3412 Commercial Avenue
Northbrook, IL 60062

Applicant: Brian Bell, Pabst Farms

Current Zoning: GC – General Commercial District
Proposed Zoning: GC / RML / RML (see above districts)



Location Map

Overview:

The City was approached in Fall 2025 by Pabst Farms to finish development of 27.3 acres of land that was initially part of the Village Square Planned Development. This development dates back to 2006. The initial layout consisted of two halves, the east was duplex condominiums (72 buildings / 144 total residential units), and the west half was shown in 2006 as primarily office, retail and professional services. The residential started in 2006, and the last few buildings are being finished 20 years later. The commercial west side began with the Hilton Hotel and BMO Bank building. No other commercial / office uses were approved.

The applicant would like to now change the land use designation of commercial use on the west side to primarily residential. Of the 27.3 acres, 21.3 acres is requested to be rezoned to a residential zoning district. The remaining 6 acres will be kept with commercial zoning or was previously dedicated as public right-of-way.

The applicant (Brian Bell) requests the end result of this area contain three components. These are defined in the cover memo provided by Brian Bell dated May 7, 2026.

1. Senior Housing – consisting of cottages, independent living, commons and a memory care facility. The total number of units would be 152 units.
2. Single-Family Twin Home Use – 80 total units, 40 buildings, owner occupied. Lot line going through the middle of the dwelling.
3. Remaining commercial lands to be developed into three new lots.

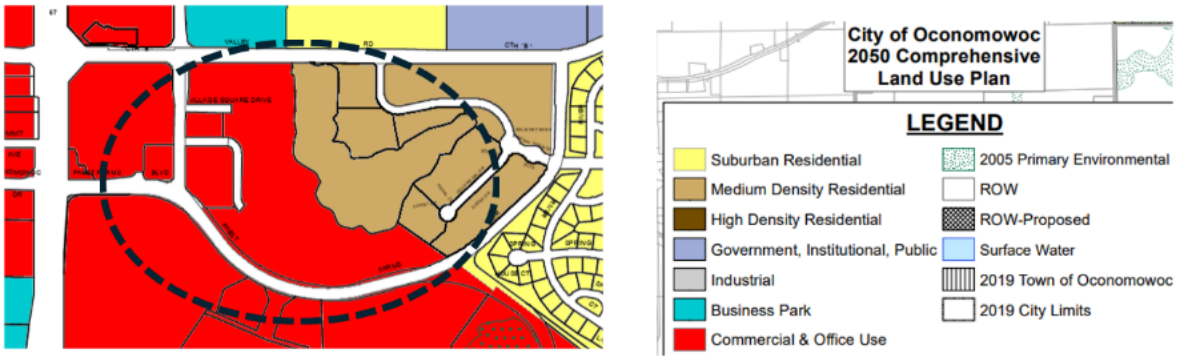
Process:

In order to develop these lands in accordance with how the developer desires, a series of approvals are required. These include Comprehensive Plan Amendment to change the land use map, a rezoning of the underlying General Commercial zoning district, and a Planned Development Overlay Amendment for zoning flexibility (which approves the General Development Plan).

Once those approvals are in place, the individual tenants can come forward for approvals of the site plan, architectural plans, stormwater management plans, certified survey maps, signage, and easements. Finally, a project of this magnitude requires “other” approvals such as a private road maintenance agreement, a developer’s agreement for the public infrastructure, DNR approvals for the grading, cross access easements and Pabst Farms Stormwater District approvals.

Comprehensive Plan Amendment: Existing Land Use Map – *(Partial)*

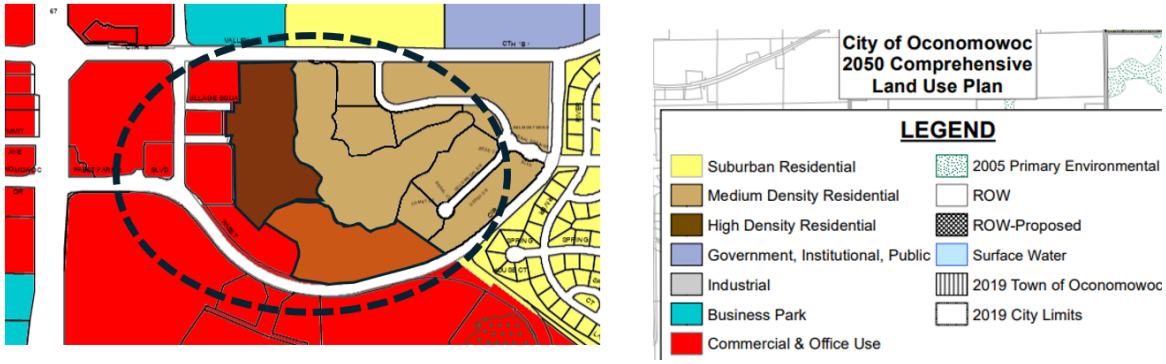
Existing Land Use Designation



The first request is an amendment to the Land Use Plan within the City's Comprehensive Plan 2050. Per Smart Growth law, every municipal land use decision must be consistent with the City's Comprehensive Plan. When the City's Land Use Plan / Pabst Farms Master Plan was drafted twenty years, the City recognized at that time that this land was a blank slate. The Land Use Plan designated the site as Commercial / Office. The request is to amend the existing land uses to Medium Density Residential (up to 6 units per acre) that would allow single-family homes; High-Density Residential (up to 12 units per acre) that would allow for the senior care campus; and Commercial & Office that would allow for a variety of non-residential uses including retail and office.

Proposed:

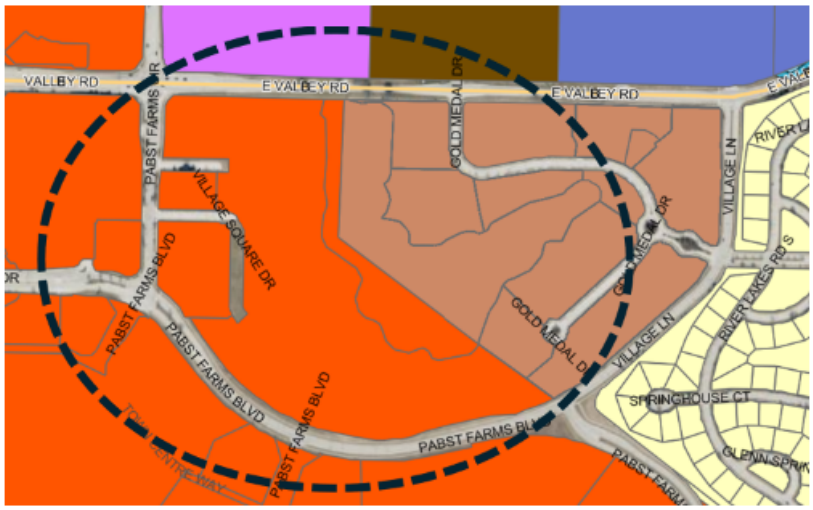
Proposed Land Use Designation



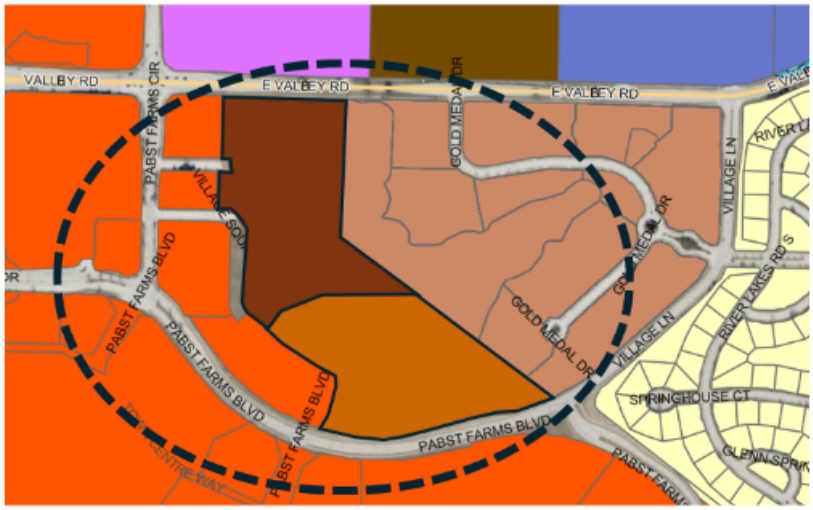
Rezoning:

The next request is to change the zoning of General Commercial (GC) to Residential Multi-Family Low (RML) and Residential Multi-Family High (RMH). The zoning request would then be consistent with the updated comprehensive plan land use designations.

Existing Zoning



Proposed Zoning



Rezoning of 10.5 acres from GC – General Commercial to RML – Residential Multi-Unit Low, and 10.8 acres from GC- General Commercial to RMH- Residential Multi-Unit High.

When reviewing if the **zoning** of any property should be changed, reviews should be done on several levels.

- First the adjacent uses should be reviewed to determine if the proposed zoning will be compatible with the surrounding land uses.
- Second, the findings from the Zoning Ordinance below should be reviewed.

Utility Capacity:

No concerns have been raised regarding the future utility capacity and ability to serve this area.

Findings:

Per the City Ordinance Section 17.803(5)(a) with all rezoning applications the Zoning Administrator shall review the application and evaluate regarding the following standards:

1. **How does the proposed map amendment further the purposes and intent of this Zoning Ordinance?**
   This area is recognized as a targeted development area for the City.

2. **Which of the following factors have arisen that are not properly addressed on the current Official Zoning Map?**

   a. **The designations of the Official Zoning Map should be made consistent with the Comprehensive Plan; The** zoning map would be changed to be consistent with the Comprehensive Plan.

   b. **A mistake was made in mapping on the Official Zoning Map;** No mistake was made in the zoning map. This site was discussed as a non-residential development area within Pabst Farms and there are existing residential developments within the existing PD. The proposed residential areas will help support the non-residential areas with both customers and employees.

   c. **Factors have changed, making the subject property more appropriate for a different district;** With the recent increase in commercial area and the letter received from Mid-America Real Estate, it has been determined that the amount of commercial land is no longer needed in this particular area.

   d. **Growth patterns or rates have changed, thereby creating the need for an amendment to the Official Zoning Map.** The City has recently changed lands along I-94 from Business Park to Commercial. The City has a vast inventory of commercially zoned properties.

3. **How does the proposed amendment to the Official Zoning Map maintain the desired consistency of land uses, land use intensities, and land use impacts as related to the environs of the subject property?** The City currently serves this area with municipal water, sewer & electric. The change in zoning will not impact the service level in this part of the City.

Proposed Density / Housing Ratios:

The applicant has provided a site plan that includes up to 80 single-family homes and 152 units in the senior care. Of the 152 units, 60 units would be classified as independent living. The remainder would be care assistance living. The applicant

provided calculations that show the City Housing Ratio would not requirement an amendment as the single-family homes off-set the proposed multi-family units.

The housing ratio identified in the Comprehensive Plan does NOT need to be amended in order to approve the residential portion. Final number counts will be reviewed in detail during the Major Design Review process. The applicant is fully aware of the ratio of the City and plans on using single-family units to off-set the multi-family units.

Planned Development Overlay:

The final component of this development application request is to amend the existing Planned Development (PD) Overlay that was established in 2006. It was determined that plan is no longer viable due to the changes within Pabst Farms. The applicant feels changing the zoning to residential is better for the area, providing rooftops within walking distance from the existing and future commercial areas.

The newly proposed General Development Plan (GDP) within the PD, locks in future uses, site plans, densities, access locations, lot lines, zoning flexibility and public benefits. Requested zoning exemptions & public benefits are outlined in the application.

Planning Comments:

This area is prime for development. There are many steps that need to be completed prior to any specific tenants moving forward. Overall, this layout makes sense placing residential uses adjacent to the existing condominiums in Village Crossing and then buffering the commercial uses with a senior care housing development.

Recommendation:

1. Plan Commission **Approve** the Resolution PC26-R3373 for the Comprehensive Plan Amendment for Village Square, to change the designation of 21.3 acres to Medium-Density Residential, High-Density Residential per the attached exhibit.

2. Plan Commission **Recommend** Ordinance #26-O1126 to rezone Village Square 21.3 acres from GC, General Commercial to RML, Residential Multi-Unit Low; and RMH, Residential Multi-Family High and to per the attached exhibit.

3. Plan Commission **Recommend** Ordinance #26-01127 to amend the Planned Development for Village Square PD-9-06 and rename to PD-1-26.

Submitted by: *Jason Gallo*

Jason Gallo, AICP
City Planner/Zoning Administrator

ORDINANCE NO. 26-O1131

AN ORDINANCE TO AMEND THE CITY OF OCONOMOWOC COMPREHENSIVE PLAN 2050 (VILLAGE SQUARE AT PABST FARMS)

WHEREAS, the City of Oconomowoc Common Council has created a Plan Commission pursuant to §62.23(1), Wis. Stats.; and

WHEREAS, it is the function and duty of the City Plan Commission pursuant to §62.23(2), Wis. Stats., to prepare and adopt a Master Plan as a whole or as parts thereof, which plans are to aid the Plan Commission and Common Council in making day-to-day development decisions; and

WHEREAS, the City of Oconomowoc Plan Commission recommended the adoption of a Master Plan, and the City of Oconomowoc Common Council adopted a Comprehensive Plan 2050 by ordinance on November 19, 2019; and

WHEREAS, the Land Use Element of the Comprehensive Plan 2050 and accompanying Figure 20 map titled "Future Land Use" identified on page 143 of the Comprehensive Plan identifies Village Square of Pabst Farms site, located on the north side of Pabst Farms Boulevard, south of Valley Road, shown on Exhibit A attached hereto, which exhibit shows the parcel which is the subject of this resolution, with a land use designation of Commercial / Office Use as the proposed land use; and

WHEREAS, an application has been made by Brian Bell, of Pabst Farms Development to amend the plan and map as shown on the City of Oconomowoc 2050 Future Land Use Map to a designation of Medium Density Residential and High Density Residential, which is on file in the office of the Planning Department; and

WHEREAS, the purpose of amending the Land Use Plan and map is to meet the 14 local goals for comprehensive planning set forth in the Comprehensive Land Use Plan 2050 on page 16 of said plan, which lists the following 14 goals:

1. Promotion of the redevelopment of lands and rehabilitate existing residential, commercial and industrial structures.
2. Encourage neighborhood designs that support a range of transportation choices.
3. Protection of natural areas, including wetlands, wildlife habitats, lakes, woodlands, open spaces, and groundwater resources.
4. Protection of economically productive areas.
5. Encouragement of land uses, densities and regulations promoting efficient development patterns.
6. Preservation of cultural, historic and archeological sites.
7. Encouragement of coordination and cooperation among nearby units of government.

8. Building of community identity by revitalizing main streets and enforcing design standards.

9. Providing an adequate supply of affordable housing.

10. Providing adequate infrastructure and public services and an adequate supply of development land to meet market demand for residential, commercial and industrial uses.

11. Promoting the expansion or stabilization of the current economic base and creation of a range of employment opportunities.

12. Balancing individual property rights with community interests and goals.

13. Planning and development of land uses that create or preserve varied and unique urban and rural communities.

14. Providing an integrated, efficient and economic transportation system.

and

WHEREAS, the requested amendment would remove 21.3 acres of land from the Commercial / Office use classification as shown on Exhibit A attached hereto; and

WHEREAS, the intent of removing said acreage from the use designated future land use is to add said 10.5 acres to Medium Density Residential and 10.8 acres to High Density Residential land use; and

WHEREAS, the Lands located on the north side of Pabst Farms Boulevard, south of Valley Road, will be developed into a mix of residential development containing 80 single-family homes (consisting of 40 twin home buildings) to be called the Towns at Pabst Farms and a senior living care facility with a total of 152 housing units; and

WHEREAS, the requested amendment would meet the intent of the City of Oconomowoc Comprehensive Land Use Plan 2050 as outlined in the Land Use Element of said land use plan, which element is set forth on pages 136-148 of said plan; and

WHEREAS, the city has duly noticed and held a public hearing before the Common Council on June 16, 2026 regarding the proposed amendment, following the procedures in §66.1001(4)(d), Wis. Stats., and the public participation procedures for comprehensive plan amendments adopted by the city as required by §66.1001, Wis. Stats., and Ordinance No. 19-O964 adopted November 19, 2019.

NOW THEREFORE, BE IT ORDAINED that the Common Council of the City of Oconomowoc adopts this ordinance which amends the Land Use Map amending the land use of the parcel identified on the attached Exhibit A from the current land use designation of Commercial / Office to the proposed land use designation of Medium Density Residential and High Density Residential land use set forth on said exhibit pursuant to §66.1001(4)(b), Wis. Stats.; and

BE IT FURTHER ORDAINED that the Comprehensive Plan Amendment regarding the Land Use Village Square at Pabst Farms development shall not take effect until there is an approved and signed Developer's Agreement for the development project known as Village Square at Pabst Farms & the Towns of Pabst Farms; and

BE IT FURTHER ORDAINED that a copy of this Comprehensive Plan amending ordinance shall be sent to all of the following:

1. Every governmental body that is located in whole or in part within the boundaries of the City of Oconomowoc.
2. The clerk of every local governmental unit that is adjacent to the City of Oconomowoc.
3. The Wisconsin Land Council.
4. The Department of Administration.
5. The Southeastern Wisconsin Regional Planning Commission.
6. The public library that serves the area in which the City of Oconomowoc is located.

BE IT FURTHER ORDAINED that this ordinance shall be effective upon passage and publication as required by law.

DATED: June 16, 2026

CITY OF OCONOMOWOC

By:_____
Matt Rosek, Mayor

ATTEST:

_____
Gina Kozlik, City Clerk

Date Adopted: _____
Date Published: _____
Effective Date: _____

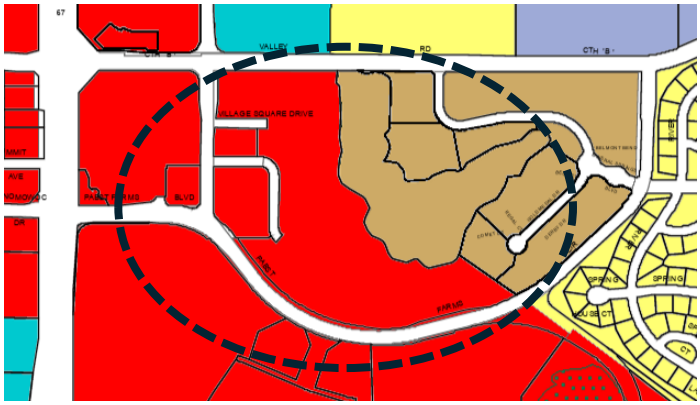
Village Square – Exhibit A

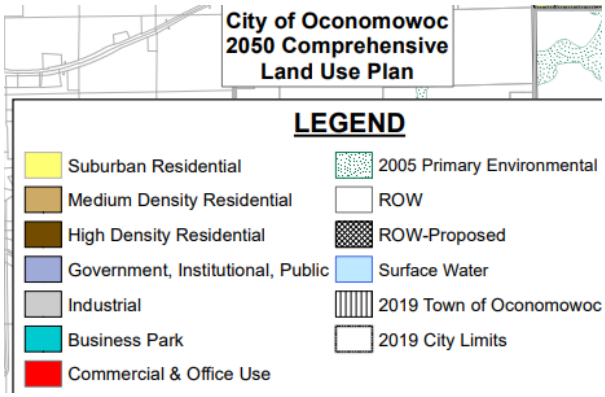
Comprehensive Plan Amendment: Land Use Map

Valley Road & Pabst Farms Blvd, Oconomowoc

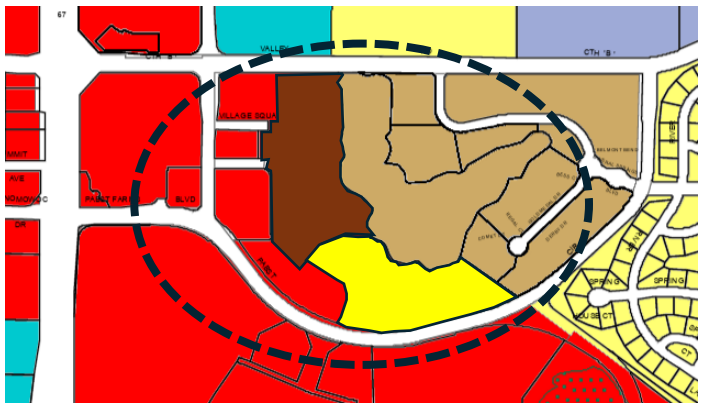
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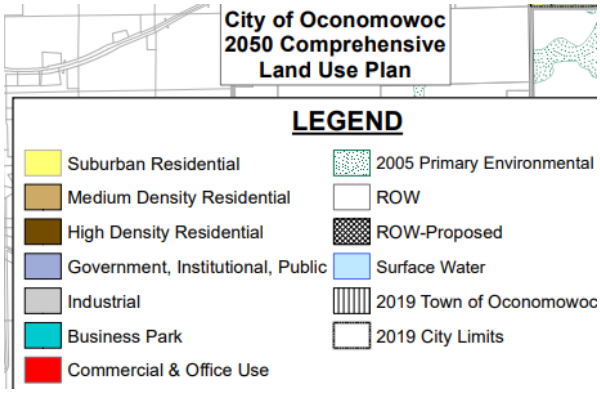
Existing Land Use Designation





Proposed Land Use Designation





May 07, 2026

City of Oconomowoc
ATTN: Jason J. Gallo, AICP
City Planner / Zoning Administrator
174 E. Wisconsin Avenue
Oconomowoc, WI 53066

RE: Village Square Holdings LLC
Village Square & Village Crossing II – Planned Development 9-06 (Ord. #06-O674)
Amended by Ord. #11-O797, Ord. #16-O903, and Ord. #18-O934
Plan Commission Submittal
PD Overlay - Amendment Request

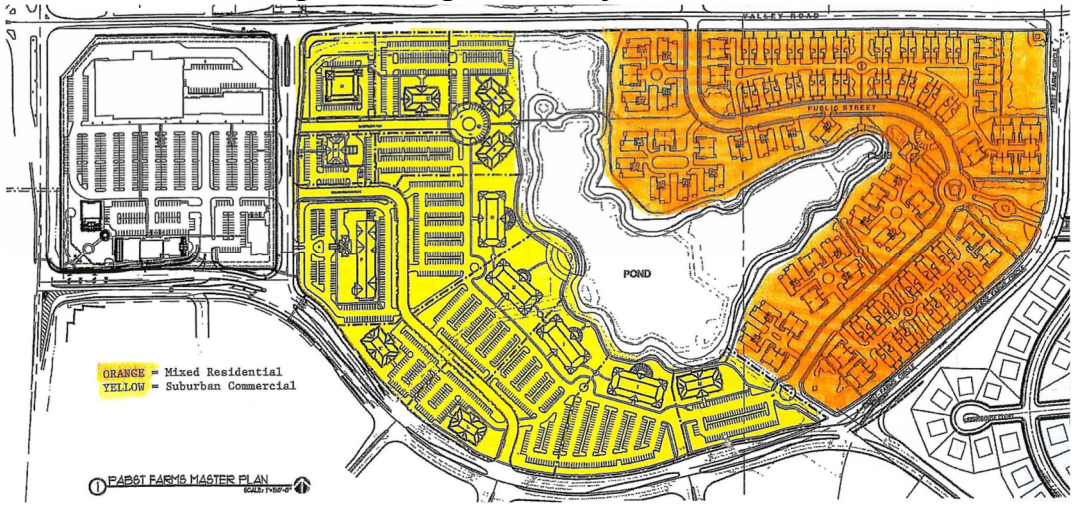
I. Purpose of Submittal and Request for Action/Consideration

On behalf of the Property Owner, Village Square Holdings, LLC (herein the "Owner"), we respectfully request consideration and approval by the City of Oconomowoc Plan Commission and Common Council to amend the Planned Development / General Development Plan for the 27.3-acre parcel affronting Pabst Farms Boulevard, having the tax key #OCOC0633999016 (herein the "Subject Property"). The proposed Amendment refines the land use zoning to better align with current market demands and land planning considerations reflective of neighboring in-place uses.

II. Project Background

The existing Planned Development Overlay dates back to 2006 and contemplated Suburban Commercial (SC) and Mixed Residential (MR-6) development on the Subject Property and surrounding acreage to the east (Village Crossing). The PD has evolved over the years as the area has developed, particularly within Village Crossing. Amendment Provisions were submitted and approved in 2011, 2016, and 2018, further defining the General Development Plan (GDP) of the Village Crossing lands within the PD. No action to date has been taken to further define the Subject Property from a land planning standpoint.

Figure 1 – Original GDP layout of PD 9-06



III. History / Highest & Best Use of the Subject Property

History of the Land:

Pabst Farms Development (herein the "Developer") has been under control of the Subject Property since approximately 2001. As outlined in Figure 1 above, a GDP was originally proposed that had a general design of thirteen (13) commercial buildings comprised of seven (7) office buildings affronting the eastern elevation along the regional stormwater facility, five (5) general commercial/retail buildings affronting Valley Road and Pabst Farms Boulevard, and one (1) hotel at the corner of Pabst Farms Circle and Pabst Farms Boulevard. To date, only two (2) buildings have been developed on the Subject Property, specifically the Hilton Garden Inn (herein the "HGI") and the BMO Harris Bank buildings. Both transactions occurred over 15 years ago, and no further development has occurred on the Subject Property.

Suburban Commercial (SC) Update to General Commercial (GC) Zoning:

In a City update to the zoning code that occurred in 2012, Suburban Commercial (SC) was replaced by a more inclusive zoning designation of General Commercial (GC). This updated zoning allowed for more types of users to be contemplated. Despite this loosened zoning option, the Developer has seen minimal interest under this existing permitted use.

Why Hasn't this Land Been Developed To-Date:

Limited Visibility and Secondary Location to Other Area Commercial Lands within Pabst Farms: The Subject Property is considered a 'shadow parcel', whereby it is situated inward to major traffic patterns of high-volume access roadways such as I-94 and Hwy 67. Visibility to the Subject Property is challenged. In recent years, commercial users have targeted better frontage parcels of vacant land along these corridors, as evidenced by recent new users within Pabst Farms Town Centre, Olympia Fields, and Costco at The Harvest at Pabst Farms.

> **Opinion from Retail Industry Broker:** To evidence this point, the Developer solicited the opinion of Mid-America Real Estate, one of the pre-eminent retail brokerage companies in the Midwest, and specifically SE Wisconsin. Mid-America not only holds the Listing Agreement for the Subject Parcel, but also all of the surrounding Pabst Farms commercial lands and Olympia Fields. A full copy of the letter denoting their analysis of the Subject Property is herein attached as **Exhibit A**, but a snippet is taken as follows:
>
> > ***"…the Subject Property does not possess certain attributes typically associated with highly competitive retail and commercial sites. Most notably, the parcel lacks direct visibility from Interstate 94 and State Highway 67. Given the site's location and the presence of existing development patterns, limited visibility will present a significant constraint for a broad range of retail and commercial users."***

Surrounding Commercial Development Pipeline: Recent proposed and under construction commercial developments have positioned themselves as a more desirable, 'shovel ready' option for prospective commercial users due to their visibility and main thoroughfare location frontage. If the Subject Property were to remain General Commercial (GC), it would be competing against more superior, primary-fronted locations/developments, including but not limited to:

- **Marcus Corporation** – 16.5 ac (OCOC0633999030)
- **Pabst 59/Wingspan** – 7.1 ac (OCOC0630999021 / OCOC0630999020)
- **The Harvest at Pabst Farms** – 64.87 ac (OCOC0630999023 / OCOC0630999024)
- **Town Centre Remaining Vacant Lands** - 5.4 ac (OCOC0633999033)

All of the above listed neighboring developments are either currently under construction or are in the pipeline to be developed in the next several years. Additionally, recent developments of UW Credit Union, McDonald's, and the Dunkin' Donuts strip center within Pabst Farms Town Centre and Costco along I-94 further evidence the desire of retailers to locate in more favorable, primary visibility/frontage parcels.

Scarcity of Demand for Other User Types under General Commercial (GC): As indicated in Figure 1 above, Office-type use was originally contemplated for the Subject Property and currently is a permitted use under General Commercial (GC). Work habits post COVID-19 for traditional office jobs continue to be in a hybrid format. Companies have continued to struggle to bring workers back into the office and traditional office space continues to be downsized and re-imagined. This is evidenced by suburban Milwaukee office vacancy rates that sit at 20.6%. The prospect for new ground-up Office development remains infeasible.

Capri Communities (Senior Housing):

In 2023, Capri Communities (herein "Capri") brought forward a proposed site plan that contemplated a zoning change from General Commercial (GC) to Multi-Unit (High) Residential (RMH) for the Subject Property to allow for a Senior Housing community over the entirety of the site consisting of 1) 3-story Independent Living structure (152 units); 1-story Memory Care structure (24 units); 2-story Assisted Living structure (24 CBRF units); 24 1-story Cottages/Casitas (52 units); and a Clubhouse. In total, 304 units were proposed.

Figure 2 – Capri Communities Proposed Layout in 2023



Pabst Farms Development, Inc.
3412 Commercial Avenue
Northbrook, IL 60062
Phone 224.261.8758

At the time, Capri had begun selective submittals with City Staff and was in a position to bring forward a PD Amendment to change the zoning. Due to the unexpected passing of their founder, Jim Tarantino, that Project was shelved, and the Purchaser declined to proceed forward with the Project.

Development Prospects Today:

Since that time with Capri, the Developer has continued to field considerable interest from other Senior Housing Developers and Operators. What has been made apparent by several interested users is that the large acreage development style proposed by Capri is simply not predominantly done in the marketplace of today, particularly the scatter site Cottages/Casitas. The desired acreage outlined from several users and Senior Housing industry brokers/architects/designers is +/- 10 acres.

IV. PD 9-06 Overlay Amendment Request

Developer is seeking an amendment to PD 9-06 to adjust the permitted zoning uses to be reflective of today's market conditions and offer a higher-quality mixed-use environment that could not be achieved under the existing conventional zoning of General Commercial (GC).

Proposed Land Uses Adjustments Defined:

Senior Housing User: Approximately 10.8 acres as Multi-Unit (High) Residential – RMH. The proposed user is recommending approximately +/- 152 residential housing units consisting of Assisted Living, Memory Care, and Independent Living. The community of buildings would consist of: 1) a single 4-story central core building serving Assisted Living Residents/Community Commons & Amenities; 2) a stepped-down connected 1-story Memory Care wing; 3) and 10 cottage style (20 twin town homes) 1-story rentals serving additional Independent Living Residents. Mindful consideration is given to centralize the density and then strategically step down the height of the surrounding buildings to integrate with the surrounding neighboring uses. Underground parking would be a component of the primary structure. General parking considerations would be approximately 1.5 /unit or greater. Examples of architecture and inspiration imagery of this Senior Housing type are outlined under Exhibit F.

Single Family Twin Home User: Approximately 10.5 acres as Multi-Unit (Low) Residential - RML. The proposed Single Family Home user (herein the "SFH") is recommending approximately +/- 40 residential twin-home buildings, resulting in 80 fee-simple zero-lot line shared party-wall units. Sized at footprint square footage of 1,600-2,000 sf, these smaller townhome housing types offer a variability to the housing type offered in Oconomowoc and a price point desirable to young families and empty nesters. The user intends to implement a Homeowners Association to be responsible for the maintenance of the private roads, snow and landscaping needs, and other permitted maintenance costs within their overall parcel. Examples of architecture and inspiration imagery of this SFH Twin Home User type are outlined under Exhibit G.

Commercial User (Specialty Retail): Approximately 2.0 acres as General Commercial (GC). The proposed user would be located at the corner of Valley Road and Pabst Farms Circle. Access to their site would be along Investment Way. No consideration for a curb along Valley Road is desired.

Commercial User (Specialty Retail): Approximately 1.2 acres as General Commercial (GC). The proposed user would be located along Pabst Farms Boulevard directly southeast of Hilton Garden Inn. Primary access to their site would be along the newly constructed Public Road. A right in / right out curb cut would be considered along Pabst Farms Boulevard.

Pabst Farms Development, Inc.
3412 Commercial Avenue
Northbrook, IL 60062
Phone 224.261.8758

Commercial User (TBD): Developer would retain approximately 1.5 acres as General Commercial (GC). Intended use would likely be a 3-4 unit / 8,000 sf strip retail center. The proposed parcel would be located along Pabst Farms Boulevard directly southeast of the above listed proposed user. Primary access to their site would be along the newly constructed Public Road.

Figure 3 – Proposed Land Use Modifications for PD Overlay Amendment



Figure 4 – Proposed Site Plan of Land Uses



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3412 Commercial Avenue
Northbrook, IL 60062
Phone 224.261.8758

V. Comprehensive Plan - Housing Ratio Consideration:

In February 2026, the City took action to amend their Comprehensive Plan 2050, specifically adjusting the Housing Chapter as it relates to the Housing Ratio of Single-Family, Multi-Family (including apartments & condominiums), and Duplex units. The adjusted ratios were enacted for Single-Family not to drop below 58%, Multi-Family not to exceed 37.3%, and Duplex not to exceed 4.7%.

The Developer has mindfully taken the new ratio under consideration and does NOT wish to make an adjustment to the Housing Ratio under the Comprehensive Plan 2050. With the proposed adjustments/Amendment to PD 9-06, the following housing ratios are projected as follows:

Figure 5 – Housing Ratio Impact Against Comprehensive Plan 2050

Housing Ratio Breakdown						
		SFH	Multi-Family	Duplex	Total	Unit Increase
Current		6,591	3,935	534	11,060	
		59.59%	35.58%	4.83%		
The Harvest at Pabst Farms		44	334	0		
		6,635	4,269	534	11,438	378
		58.01%	37.32%	4.67%		
		-1.58%	1.74%	-0.16%		
Village Square - Proposed						
Senior User		0	60	0		
Single Family Home / Twin	40	80	0	0		
		6,715	4,329	534	11,578	140
		58.00%	37.39%	4.61%		
		-0.01%	0.07%	-0.06%		

Figure 5 above highlights the adjustment of the Housing Ratio for the various categories based on what is being proposed under the Amendment with the various users within the Subject Property outlined and their desired unit count impacts. With the SFH user proposing 80 units, that allows for upwards of approximately 60 multi-family units to be accommodated and still stay within the requirement of the latest Housing Ratio.

Importantly, a clarification related to the Senior Housing user needs to be stated. Under the existing code, Assisted Living/Memory Care units are 'exempt' from consideration under the Housing Ratio. Thereby, the proposed available 60 multi-family units as outlined above are to be designated toward their Independent Living units.

VI. Other Improvement/Impacts to Consider:

Architectural Design:

Building and site design of all five (5) Lots will be consistent with the standards already established in adjoining uses throughout Pabst Farms. Design attention would be considered to breaking up uniform extended elevations, introduction of multiple planes, and articulation of varying surfaces through the

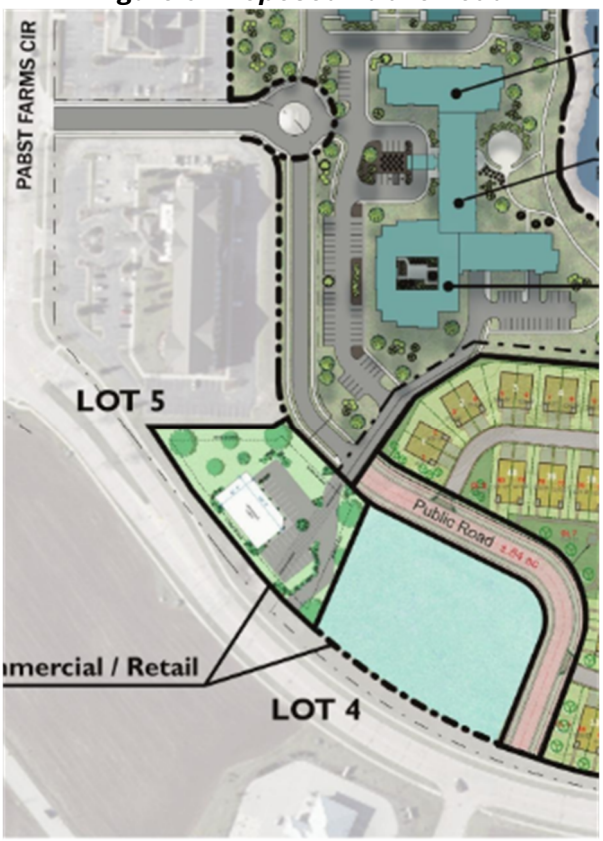
Pabst Farms Development, Inc.
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Phone 224.261.8758

use of diverse building materials. Four side architecture would be considered in all areas but for those not visible to the public.

Vehicular Circulation/Road Infrastructure:

The Developer proposes the installation of a single public access road (herein the "Access Drive") to begin at the current signalized intersection at the Fleet Farm Fueling Station, continue northwest and therein wrap around Lot 4/Lot 5 (denoted in Figure 6 below), continue north behind the HGI and terminate at Village Square Way. Currently, the section of the proposed road behind the HGI (while not built yet) has already been conveyed over to the City. A roundabout is recommended at the NW corner of the HGI to provide vehicular mobility for accessing the various parcels. Connection points/curb cuts would be accommodated along this newly constructed Access Drive for ingress/egress to each proposed Lot/User. Developer recommends taking the lead on the construction of the Access Drive, accepting the requirement to adhere to City code/standards, and would then convey over the road to the City upon completion of construction.

Figure 6: Proposed Public Road



Traffic Flow/Vehicular Movements:

The Subject Property affronts Pabst Farms Boulevard, which recently was reconstructed and upgraded with three (3) traffic signals at Pabst Farms Circle, Town Centre Way, and Nicholas Way. These improvements were recommended per the completed Traffic Impact Analysis (herein the "TIA") on January 16, 2024 for the surrounding lands. The adjusted land uses herein now proposed on the Subject Property are in large part complementary to the base assumptions used in that original study. Additional

crosswalk considerations are located at each of the referenced controlled intersections. The proposed access points/curb cuts to the Subject Property line up with existing in-place controlled intersections and/or roads. Truck and Fire/Life/Safety vehicular movement confirmation would be subject to Technical Review as each proposed user comes forward with application.

Utilities Impact:

As part of the build-out of the Subject Property, we propose designing the Access Drive such that it will have utilities and infrastructure of sufficient capacity continued along its path to serve all prospective land uses.

Storm Water Consideration: The entirety of the Subject Property is part of the Pabst Farms Joint Stormwater District (herein the "PFJSD") and is served by a regional stormwater pond immediately adjacent to the NE of the property line. There is an existing swale that bi-sects the Subject Property, whereby the HGI, UWCU, Dunkin Donuts Strip Center, and McDonalds currently utilize for storm water runoff. The Developer proposes to slightly adjust the geometry of this swale to better accommodate the proposed users of the Subject Property and infill this swale with storm sewer piping and structural fill/dirt to then ultimately discharge into the regional stormwater facility as it currently does. A detailed Hydrology and Capacity report was prepared by raSmith dated March 27, 2026 and is herein attached as Exhibit B.

For reference, a copy of the PFJSD Master Plan/Technical Standards is herein attached as Exhibit C, which denotes the percentage of storm water that must be self-contained onsite versus discharged to a regional facility. The Subject Property is permitted to discharge 100% of its storm water to the referenced regional facility.

Walking Trail Connectivity:

To stay consistent with the overall walkability goals of the area, as well as the original requirements of the PD Overlay (reference Section 7.9), the Developer proposes that the walking trail be fully constructed and connected to the existing trail present at Village Crossing. Usage of the trail would be available for public access. Public amenities such as park benches and scenic overlooks would be proposed to be implemented as well. In total, the proposed walking trail would create a 1.5-mile looped system. It is recommended that one (1) fountain be installed in the regional stormwater facility (subject to approval by the Pabst Farms Joint Stormwater District) for the benefit of all adjacent parties. Maintenance of the nature-based trails would be the responsibility of each parcel owner, and access for the public would be considered through Cross Access Easement Agreements.

Parking:

It is anticipated that the parking needs for each user outlined above will meet or exceed the applicable City requirements. In addition, the Senior user intends to have a component of underground parking, which will give relief to required surface parking and allow for more green space and fewer parking fields.

Pabst Farms Development, Inc.
3412 Commercial Avenue
Northbrook, IL 60062
Phone 224.261.8758

VII. Public Benefit

The Developer presents a unique opportunity for the Subject Property whereby several independent users have been identified and are in a position to proceed forward with construction jointly. While this poses a change in the underlying zoning from General Commercial (GC), the Master Plan features several aspects for public benefit:

Encompassing Master Plan Build-Out Strategy: The proposed development takes a 'holistic' approach to determining the entirety of the developable land versus trying to bring in each user on a case-by-case basis. This approach additionally allows for full consideration of infrastructure, utility, and continuity impacts on the front end, versus attempting to adjust/accommodate on the back end.

Connectivity and Walking Trail System: Final connection of the trail system to Village Crossing will allow for a fully 'looped' 1.5 mile system as originally intended by the original PD. The Developer also intends to complete the sidewalk along Valley Road from Pabst Farms Circle to Village Crossing. Both improvements will allow for greater access and become a tremendous amenity not only for the adjoining neighbors but also the general public.

Environmental Stewardship and Design Compatibility: The proposed development gives consideration to the adjoining uses from a land planning standpoint and intentionally puts forward a stepped down density impact as you move away from the centralized core. Improvements have been proposed to further enhance the connectivity of not only the users within the Subject Property, but also the adjoining neighbors and general public.

Mixed Use Land Planning: The intended users of the Subject Property offer a more in-depth mix of Residential, Commercial, and Convenience retail consistent with other recent developments within Pabst Farms as a whole.

Infrastructure-Supported Intensity: Analysis has been conducted to ensure that sufficient capacity is supportive of the intended users.

Transitional Areas and Buffering Strategy: The proposed user layout offers graduated building heights as you approach Pabst Farms Boulevard and the adjoining townhomes to the east within Village Crossing. Further improvements of additional walking trails, water features/fountain will enhance the surrounding area and provide further buffering to the adjoining neighbors.

Upscale Architecture: A condition of the proposed Master Plan would be a requirement that all users adhere to an upscale architecture level consistent with neighboring in-place users.

Enhanced Landscaping: The Subject Property would commit to an enhanced level of landscaping and screening to be mindful of its neighboring users and remain consistent to standards throughout Pabst Farms.

Increased Tax Assessment: Currently, the Subject Property is classified under Agricultural status. If the proposed development were to be approved, and development were able to proceed forward, a substantial assessment would be unlocked and brought into the City from a revenue standpoint.

VIII. Conclusion

The proposed amendment to the PD 9-06 overlay for the Subject Property advances the development plan that remains consistent with the City's long-standing vision for this area, while further refining the land-use placement of specialized users to reflect the current market conditions of today's development

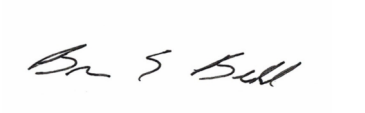
Pabst Farms Development, Inc.
3412 Commercial Avenue
Northbrook, IL 60062
Phone 224.261.8758

environment. It offers a more thoughtful land planning consideration for the adjacent townhomes within Village Crossing by giving a stepped-down use consideration/density as you approach Pabst Farms Boulevard, Pabst Farms Circle, and Valley Road. Attention is also given to the walkability of the Subject Property by finally completing and connecting to the adjoining walking trail surrounding the regional stormwater facility at Village Crossing, which becomes a tremendous enhancement to the surrounding users and general public.

Overall, the proposed land uses give way to the entire parcel being able to be master planned versus the development coming forward on a case-by-case basis. These proposed users will add greater variability to support the neighboring businesses and add a vibrancy consistent with the adjoining land uses. Together as a whole, the multiple users as proposed serve a higher and better use when compared to the existing General Commercial (GC) zoning, which has been in place for twenty-plus (20+) years and has not seen demand to justify developable project(s).

We welcome the opportunity to present this proposed development to the Plan Commission and are receptive to any feedback, suggestions or opinions on the matter.

Sincerely,



Brian Bell, Manager
Village Square Holdings LLC

Pabst Farms Development, Inc.
3412 Commercial Avenue
Northbrook, IL 60062
Phone 224.261.8758

Exhibit D



OPPIDAN PABST FARMS | CONCEPT

OCONOMOWOC, WISCONSIN

PRELIMINARY DRAFT - NOT FOR CONSTRUCTION

1" = 200'-0" Site Plan

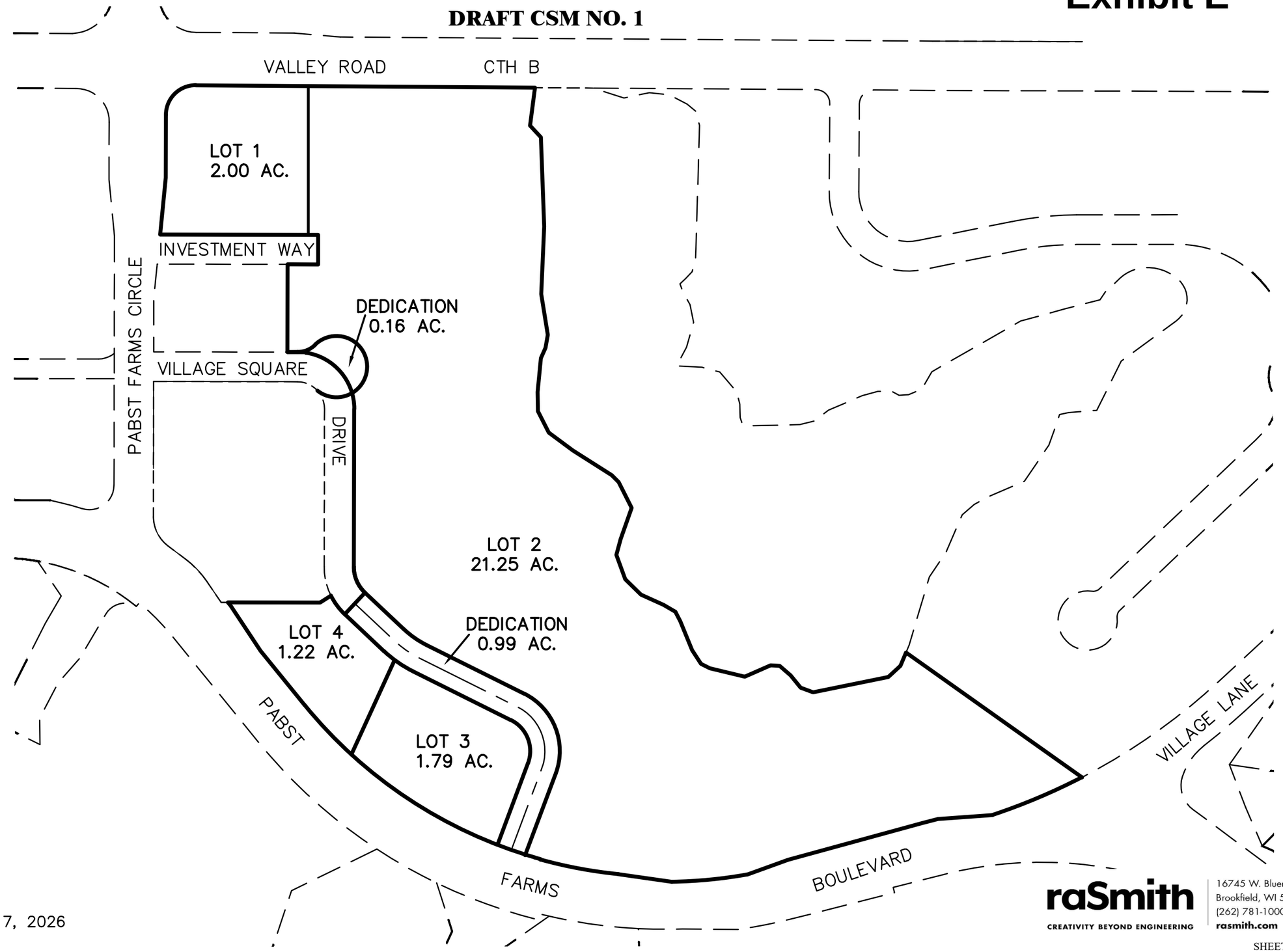
SEPTEMBER 2, 2025

ARCHITECTURE

PABST FARMS VILLAGE SQUARE

DRAFT CSM NO. 1

Exhibit E



GRAPHIC SCALE
0 100 200
(IN FEET)

MAY 7, 2026

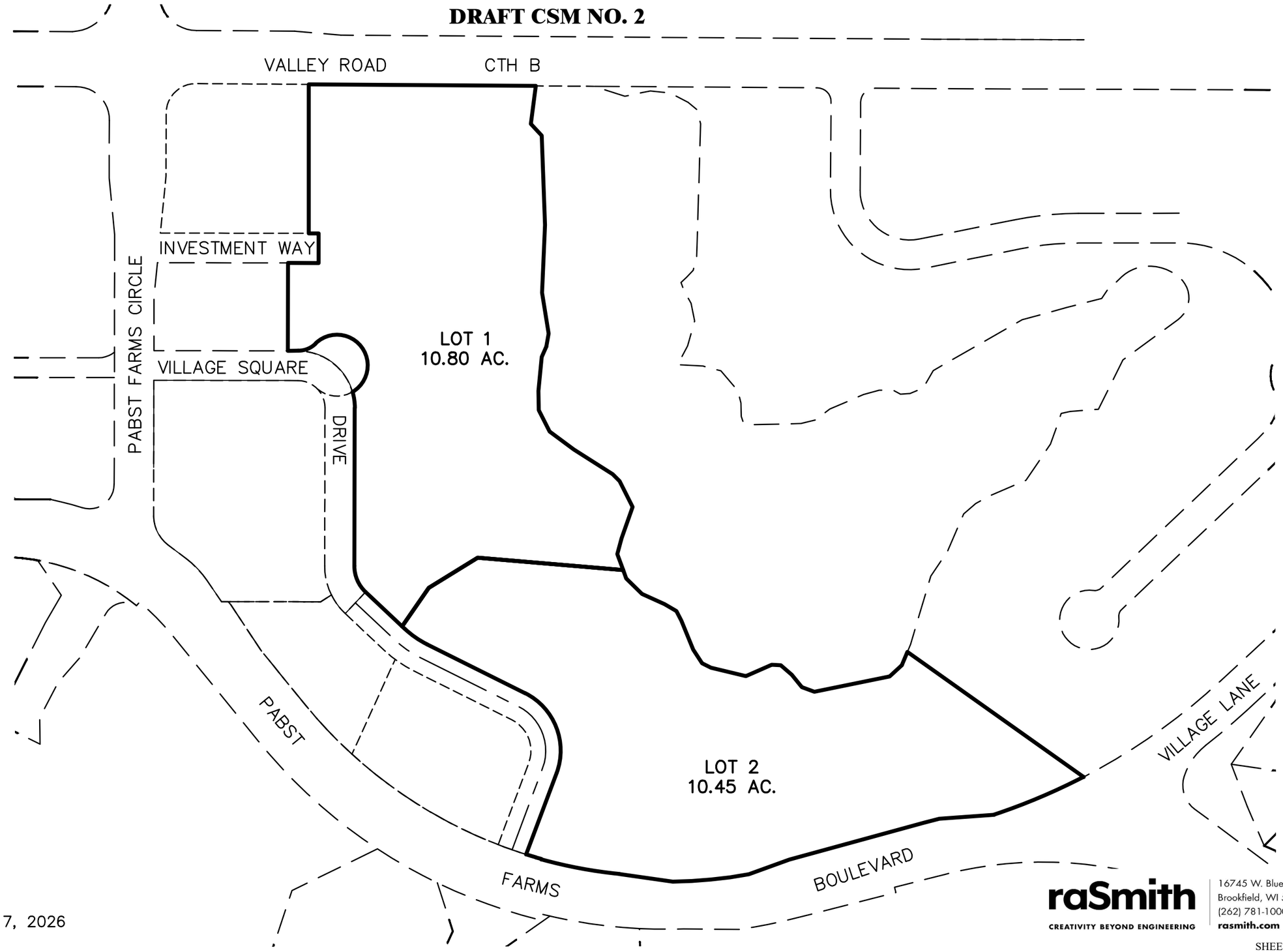
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raSmith
CREATIVITY BEYOND ENGINEERING
16745 W. Bluemound Road
Brookfield, WI 53005-5938
(262) 781-1000
rasmith.com

SHEET 1 OF 1

PABST FARMS VILLAGE SQUARE

DRAFT CSM NO. 2



GRAPHIC SCALE

0 100 200

(IN FEET)

MAY 7, 2026

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

SHEET 1 OF 1

MID-AMERICA®

Mid-America Real Estate-Wisconsin, LLC
MidAmericaGrp.com
t: 414.273.4600

600 N. Plankinton Avenue, Suite 301
Milwaukee, Wisconsin 53203

Mr. Brian Bell, CPM®
Chief Operating Officer
Harbor Bay Ventures
3412 Commercial Ave.
Northbrook, IL 60062

Dear Mr. Bell:

The 27.3-acre parcel bordered by Pabst Farms Boulevard, Pabst Farms Circle, and Valley Road represents a viable opportunity for a mix of commercial and residential uses. However, when evaluated in the context of other planned and existing developments in the immediate vicinity—including Pabst Farms Towne Centre, Pabst 59, and the future The Harvest at Pabst Farms project - the Subject Property will face extensive challenges in maintaining competitive positioning.

Collectively, these nearby developments are anticipated to accommodate approximately 1 million square feet of commercial space, providing a level of scale and concentration that is difficult for the Subject Property to replicate. As a result, the Subject Property does not possess certain attributes typically associated with highly competitive retail and commercial sites. Most notably, the parcel lacks direct visibility from Interstate 94 and State Highway 67. Given the site's location and the presence of existing development patterns, limited visibility will present a significant constraint for a broad range of retail and commercial users.

In addition, the Subject Property is constrained by a relative lack of established commercial adjacency. Successful retail corridors—such as the I-94 and Highway 83 interchange in Delafield and the Bluemound Road corridor in Brookfield—demonstrate the importance of co-located and complementary uses in generating consistent consumer traffic and fostering cross-shopping behavior. This clustering dynamic is particularly evident among national soft goods retailers, as well as among financial institutions, quick-service and fast-casual restaurants, and full-service dining establishments, all of which typically seek proximity to similar or synergistic uses.

In consideration of these factors, the highest and best use of the Subject Property may be achieved through a development approach that is responsive to its physical characteristics and market position. A thoughtfully integrated mix of residential uses, neighborhood-serving retail, and service-oriented commercial tenants may offer a more sustainable and contextually appropriate outcome than a traditional, large-scale retail concentration. Such an approach would allow the site to complement, rather than compete with, nearby regional commercial centers, while contributing to the broader economic vitality and land use objectives of the Pabst Farms area.

Sincerely,

Scott Satula
Principal, Senior Vice President
Direct: 414.390.1424
SSatula@MidAmericaGrp.com

Mike Fitzgerald
Principal, Director Asset Advisory
Direct: 414.390.1427
Fitzgerald@MidAmericaGrp.com

RE: Pabst Farms Developments

Oconomowoc Common Council,

On behalf of the Hilton Garden Inn at Pabst Farms, we would like to express our support for the proposed zoning change and the future development opportunities it would create within this area.

We are encouraged by the potential land uses being considered and are excited to see this area continue to be built out and thoughtfully infilled with new development. The proposed vision aligns well with the established character of Pabst Farms and supports the long-term growth for the City of Oconomowoc.

Specifically, we believe that the inclusion of independent housing, memory care facilities, cottage-style residences, and other residential development opportunities complements the existing mix of uses within Pabst Farms. These developments will help create a vibrant, interconnected community while providing valuable housing options for residents.

As a business operating within Pabst Farms, we have witnessed the positive impact of well-planned growth and investment in this area. We believe this creates a desirable destination for residents, visitors, and businesses alike.

We appreciate the Council's consideration of this matter and respectfully encourage your support of the requested zoning change.

Sincerely,

Kevin Patel

Hilton Garden Inn Oconomowoc

262-880-4235

ORDINANCE NO. 26-O1126

AN ORDINANCE TO REZONE LANDS FROM GENERAL COMMERCIAL (GC) DISTRICT TO RML – RESIDENTIAL MULTI-UNIT LOW & RMH – RESIDENTIAL MULTI-UNIT HIGH AS SHOWN ON THE ZONING DISTRICT MAP, CITY OF OCONOMOWOC, WISCONSIN (VILLAGE SQUARE – VALLEY ROAD & PABST FARMS BLVD)

The Common Council of the City of Oconomowoc, Waukesha County, Wisconsin, do ordain as follows:

SECTION 1. The Zoning District Map of the City of Oconomowoc, Wisconsin, dated May 27, 2025, is hereby amended by rezoning lands (21.3 acres) currently identified as GC – General Commercial District to RML – Residential Multi-Unit Low (10.5 acres) and RMH – Residential Multi-Unit High (10.8 acres). The land is bounded by Valley Road to the north, Pabst Farms Circle to the west, and Pabst Farms Blvd to the south, tax key number OCOC 0633.999.016 within the City of Oconomowoc, said lands are precisely described as follows:

SEE PROPERTY EXHIBIT FOR LEGAL DESCRIPTION - ATTACHED HERETO

SECTION 2. This zoning ordinance amendment and map revision shall be listed on Appendix B of the zoning ordinance of the City of Oconomowoc entitled "List of Amendments to the Official Zoning Map."

SECTION 3. This ordinance shall take effect upon passage and publication as required by law.

DATED: June 16, 2026

CITY OF OCONOMOWOC

By:_____
Matt Rosek, Mayor

ATTEST:

_____
Gina Kozlik, Clerk

Date Adopted:_____

Date Published:_____

Effective Date:_____

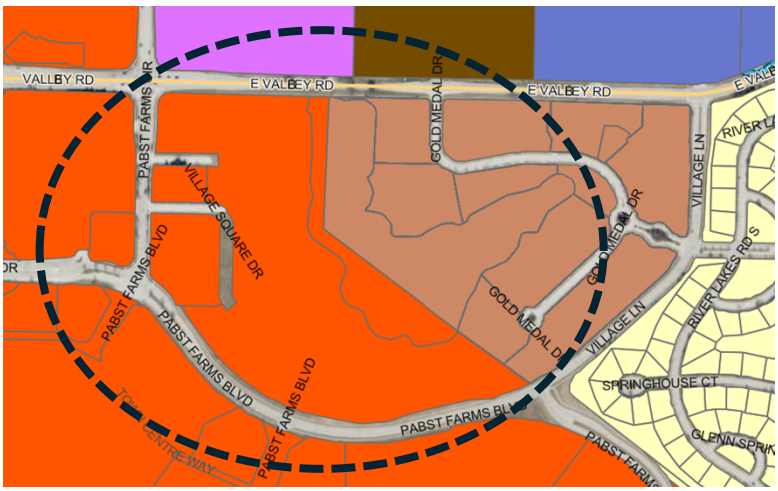
Village Square – Exhibit A

Zoning Map Amendment

Valley Road & Pabst Farms Blvd, Oconomowoc

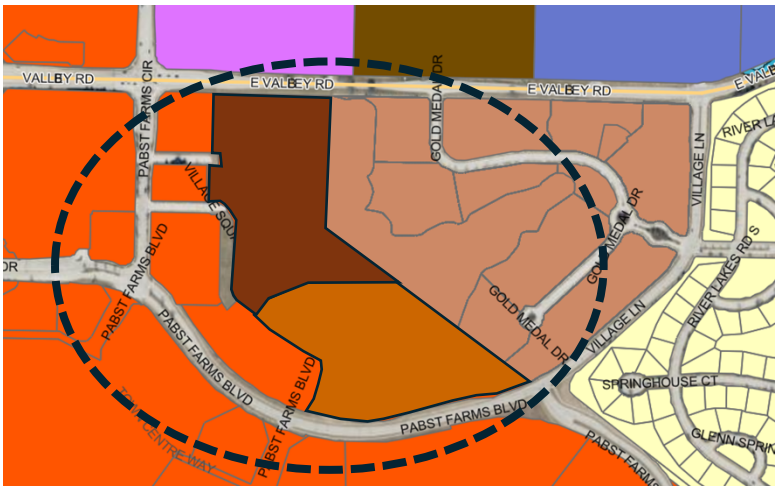
Tax Key Number OCOC 0633.999.016

Existing Zoning



Rezoning of 10.5 acres from GC – General Commercial to RML – Residential Multi-Unit Low, and 10.8 acres from GC- General Commercial to RMH- Residential Multi-Unit High.

Proposed Zoning



City of Oconomowoc
Zoning Map
May 27, 2025

Zoning Overlays	IRS - Isthmus Residential Single	BP - Business Park
SR - Suburban Residential	IRM - Isthmus Residential Multi	I - Industrial
TR - Traditional Residential	RR - Rural Residential	IP - Institutional Public
RML - Multi-Unit (Low) Residential	GC - General Commercial	UR - Urban Reserve
RMH - Multi-Unit (High) Residential	MC - Mixed - Use Commercial	

ORDINANCE NO. ~~06-O674~~ 26-O1127

AN ORDINANCE TO ~~CREATE~~ AMEND A PLANNED DEVELOPMENT ON PARCEL 8 OF CERTIFIED SURVEY MAP NO. 9170, LOCATED BETWEEN VALLEY ROAD (CTH "B") AND PABST FARMS CIRCLE, CITY OF OCONOMOWOC, WAUKESHA COUNTY, WISCONSIN, TO BE DESIGNATED AS THE VILLAGE SQUARE PLANNED DEVELOPMENT (~~PD-9-06~~) RENUMBERED AS PD-2-26

RECITALS

WHEREAS, the City of Oconomowoc Zoning Code provides in §~~17.914~~ 17.804 for planned developments in all zoning districts; and

WHEREAS, the purpose of planned development districts is to allow for control of site design, appearance, density and intensity of development in terms of more flexible requirements for land use; and

WHEREAS, an application has been filed by ~~Daniel E. Warren, P.E., Development Manager~~ Brian Bell of Pabst Farms Development, Inc., representative of property described on Property Exhibit attached hereto, for a planned development that consists of commercial lots, 80 single-family homes - consisting of 40 twin homes, 144 unit residential condominium – consisting of 72 duplexes, and a senior housing memory care facility with a total of 152 units – consisting of consisting of cottages, independent living and a memory care facility ~~for the purpose of developing a suburban commercial component, and a residential condominium component~~ resulting in a planned development overlay within a General Commercial (GC); ~~Suburban Commercial (SC)~~; Residential Multi-Unit High (RMH) and a ~~Mixed Residential (MR-6)~~ Residential Multi-Unit Low (RML) underlying zoning districts; and

WHEREAS, the owner/developer has, pursuant to the planned development process Step 1, had a preapplication conference with the Zoning Administrator and appeared before City staff on October 15, 2025 for a conceptual discussion; and

WHEREAS, the City Planner determined that the PD concept plan submittal packet was complete and placed consideration of the same on a Plan Commission agenda; and

~~**WHEREAS**, the applicant appeared before the Plan Commission on April 12, 2006, for consideration of the draft PD concept plan, at which meeting the applicant and Commissioners engaged in informal discussion with the Plan Commission regarding the concept PD plan; and~~

~~**WHEREAS**, the applicant met with City staff to consider the GDP on August 9, 2006, to discuss the PD process Step 3, General Development Plan (GDP); and~~

WHEREAS, pursuant to PD process Step 3 (GDP), the applicant met with the City Planner on October 15, 2025 and submitted to the City Planner a draft GDP submittal packet on ~~August 31, 2006~~ May 7, 2026; and

WHEREAS, the PD process Step 3 GDP submittal packet contained all of the following items:

1. A location map of the subject property as depicted on the City of Oconomowoc Land Use Plan Map.
2. A map of the subject property showing all lands for which the PD is proposed, and all other lands within 200 feet of the boundaries of the subject property, together with the names

and addresses of the owners of all lands on said map for notice purposes.

3. A general written description of the proposed PD including:

a. General project themes and images;

b. General mix of dwelling unit types and/or land uses;

c. Approximate residential densities and nonresidential intensities as described by dwelling units per acre, floor area ratio, and impervious surface area ratio;

d. The general treatment of natural features;

e. The general relationship to nearby properties and public streets;

f. The general relationship of the project to the Master Plan;

g. A statement of rationale as to why PD zoning is proposed; and

h. A complete list of zoning standards which will not be met by the proposed PD and the location(s) in which they apply, and a complete list of zoning standards which will be more than met by the proposed PD and the location(s) in which they apply.

i. A written description of potentially requested exemptions from the requirements of the underlying zoning districts in the following order:

(1) Land use exemptions;

(2) Density and intensity exemptions;

(3) Bulk exemptions;

(4) Landscaping exemptions; and

(5) Parking and loading requirements exemptions.

4. A General Development Plan drawing at a minimum scale of 1" = 100' of the proposed project which contains the following information:

a. A conceptual plan drawing ~~(at 11" x 17")~~ of the general land use layout and the general location of major public streets and/or private drives;

b. Location of recreational and open space areas and facilities; and

c. Statistical data on minimum lot sizes in the development, the approximate areas of large development lots and pads, density/intensity of various part of the development, floor area ratio, impervious surface area ratio and landscape surface area ratio of various land uses and expected staging;

5. A general conceptual landscaping plan for the subject property.

6. A general signage plan for the project.

7. Written justification for the proposed PD; and

WHEREAS, the City Planner determined that the draft GDP submittal packet was complete and scheduled the same for public hearing and consideration as would be required for the creation of a new Planned Development Overlay District ~~conditional use permit~~ pursuant to the requirements of §~~17.914(7)(a)8~~.; 17.804(6) and

WHEREAS, ~~after a public hearing held on September 13, 2006, and~~ at its regularly scheduled meeting on June 3, 2026, ~~said date~~, the Plan Commission considered the planned development ordinance; and

WHEREAS, ~~after the public hearing held on September 13, 2006, and~~ at its regularly scheduled meeting on June 3, 2026 ~~following the public hearing on said date~~, the Plan Commission recommended approval of said plan and zoning to Planned Development (~~PD-9-06~~) (PD-2-26) with underlying zoning of General Commercial (GC); ~~Suburban Commercial (SC~~) Residential Multi-Unit High (RMH) and ~~Mixed Residential (MR-6)~~ Residential Multi-Unit Low (RML); and

WHEREAS, the proposed zoning of RMH, Residential Multi-Unit High shall not take effect until time of building permit for the intended senior living facility as detailed in the submitted plan set; and

WHEREAS, the underlying zoning of RMH with a Planned Development Overlay does not grant authority to construct apartments on said property for people under the age 55;

WHEREAS, the Common Council, after a public hearing held on ~~October 17, 2006~~, June 16, 2026, and at its regularly scheduled Common Council meeting following said public hearing, considered the zoning of the proposed development, the GDP and the proposed ~~commercial~~ Senior Housing Community having 152 total units and 80 single-family homes consisting of 40 twin homes; and after review and consideration of said amended GDP, including the ~~commercial~~ Senior Housing Community and residential components thereof, the Common Council approved the GDP and approved zoning to Planned Development (~~PD-9-06~~) (PD-2-26) with underlying zoning of General Commercial (GC); ~~Suburban Commercial (SC)~~; Residential Multi-Unit High (RMH) and ~~Mixed Residential (MR-6)~~ Residential Multi-Unit Low (RML).

NOW THEREFORE, the Common Council of the City of Oconomowoc, Waukesha County, Wisconsin, does ordain as follows:

SECTION 1. Planned Development Overlay District Ordinance ~~(PD-9-06)~~ (PD-2-26) is hereby established on the property described on Property Exhibit attached hereto, subject to the following restrictions and requirements:

1. General Development Plan (GDP). The GDP submittal packet, that includes the General Development Plan prepared by Brian Bell dated May 7, 2026, ~~in bound form with introductory letter by the applicant dated August 21, 2006, which packet was received by the City Planner on August 31, 2006~~, is incorporated herein by reference. If any provisions of the GDP conflict with the provisions of this planned development overlay district ordinance, the provisions of this ordinance shall control.

2. Property Description. See Property Exhibit attached hereto. Said land is to be platted as a ~~commercial~~ residential development known as Village Square at Pabst Farms and a residential condominium development known as Residences of Village Square Crossing and Village Crossing II.

3. Underlying Zoning. The planned development shall have underlying zoning of General Commercial (GC); ~~Suburban Commercial (SC);~~ Residential Multi-Unit High (RMH) and ~~Mixed Residential (MR-6)~~ Residential Multi-Unit Low (RML).

4. ~~Pursuant to §17.914(8) of the zoning ordinance, the applicant may file an application for a proposed Precise Implementation Plan (PIP) with the Plan Commission for the residential component of the overlay district, which PIP will consist of the final condominium plat of the proposed condominium development, which final plat (PIP) shall contain the applicable information required in §17.914(8)(a)1.-16. of the zoning ordinance.~~

~~The applicant shall file applications for PIP approval for each potential user within the commercial component of the overlay district, which applications shall include the information required by §17.914(8)(a)1.-16 so far as applicable. This authority with regard to the commercial component is granted pursuant to §17.914(8)(a)12. which allows for the area covered by a PIP to represent only a portion of the area included in the previously-approved GDP. The submittals for PIPs for the individual users within the commercial component shall be first submitted to the Zoning Administrator for review, then to City staff, and then to the Plan Commission for recommendation to the Common Council. No public hearing for potential user PIPs in the commercial component shall be required unless a user is required to obtain a conditional use permit such as restaurants, banks with drive-through facilities, and group developments. Once a conditional use permit has been granted for a single-building group development, the individual users of units within the single-building group development shall be~~

~~required to obtain a certificate of zoning compliance to be issued by the Zoning Administrator.~~

4. That upon the filing of an application for the ~~entire Precise Implementation Plan (PIP)~~ Major Design Review including both the commercial and residential components of this planned development overlay district with the Plan Commission, the Plan Commission shall initiate a procedure for review and approval of the PD/~~PIP~~ identical to the procedure for Major Design Review ~~conditional use permits per §17.905 of Chapter 17 of the Municipal Code, including a public hearing~~.

5. The ~~PIP~~ Major Design Review for the Phase I residential component shall consist of not more than 144 living units situated on approximately 30 acres for Village Crossing. The units shall include ~~both~~ ranch ~~and two-story duplex~~-style structures. ~~At the time this ordinance is adopted, the mix of units shall be Cluster Homes -18 ranches with optional loft and 42 ranch duplex villas; Village Homes - 56 two-story village duplexes and 28 ranches with optional loft. This mix of units may be modified by the Plan Commission without the necessity of a public hearing and amendment of this ordinance. The square footage of the individual units shall be not less than 1,200 square feet and shall in general be 1,200 to 2,200 square feet in size.~~ Parking shall be provided as follows: 144 garage spaces and 144 additional private parking spaces.

Village Square Phase II Major Design Review Plans shall consist of no more than 152 units of senior living campus and 80 units of single-family. The single-family requires a preliminary and final plat. The development of the senior housing and the commercial outlots require review and approval of site and building plans by the Plan Commission and Architectural Commission, prior to release of building permits.

~~At the time this ordinance is adopted and as stated in paragraph 10 hereof, it is not known whether the developer or the condominium association will construct a clubhouse. In the event no clubhouse is to be constructed, Option A shown on the concept plan shall be authorized' and in lieu of the clubhouse, four additional units as shown on Option A are permitted, bringing the total number of units to 148.~~

~~It is contemplated that the overall development of the residential component be in phases. Accordingly, there may be a request for approval of a PIP for individual phases of the overall PIP. The mix of units set forth in the first paragraph of this paragraph 6 may change from the mix of cluster homes and village homes set forth in said paragraph. In the event the mix of units outlined in said paragraph is requested to be changed, it is required that said change be approved by the Plan Commission.~~

6. ~~The PIP for the commercial component shall include the following two users for which conditional use permits have previously been issued pursuant to the requirements of the zoning ordinance. The first such user is the M&I Marshall & Ilsley Bank. The second such user is the Hilton Garden Inn Hotel. Each of those previously-approved users are subject to the terms and conditions of this planned development overlay district ordinance.~~

7. ~~**Exemptions:** As provided in §17.914(2)(b) 17.804(6)(h) of the zoning ordinance, the following exemptions were previously are hereby granted. All exemptions detailed in the letter dated May 7, 2026 are incorporated into the Planned Development General Development Plan approval.~~

~~**Commercial Senior Living Component:**~~

~~a. The minimum landscape surface ratio (LSR) required is 25%. LSR exemptions will be requested as individual users' PIPs Major Design Review plan sets are submitted and will be~~

~~considered on a case-by-case basis.~~

~~b. The maximum floor area ratio (FAR) required is 0.3. FAR exemptions will be requested as individual users' PIPs are submitted and will be considered on a case-by-case basis.~~

~~c. The pavement setback required is 10 feet. A zero setback will be requested as individual users' PIPs Major Design Review plan sets are submitted for approval when paved surfaces from separate lots abut each other and become part of the same parking or paved travel ways.~~

~~d. Building setback exemptions may be necessary in some areas of the planned development overlay district and shall be considered on a case-by-case basis.~~

~~e. Parking and loading. Exemptions may be requested and will be considered on a case-by-case basis depending on the users. Being a multi-use area with businesses having various peak hours of activity, shared parking may be prevalent. Exemptions from parking and loading requirements shall be considered on a case-by-case basis as individual users apply for PIP Major Design Review approval.~~

~~f. Impact Fees. All impact fees for commercial users shall be paid as provided in Chapter 27 of the Municipal Code. Pursuant to §13.63(3)(b) of the Municipal Code, the City's Wastewater Utility has the right to review the usage at any time between the first and third anniversary dates of the account. The review will be to determine the highest actual recorded usage in any 12-month period. Based upon that usage, the City may recalculate the number of residential equivalent connections (RECs) and recalculate the sewer availability fee. If the usage results in a recalculated fee which exceeds the original charge, the user will be charged the difference, which shall become due and payable at the time the adjustment is made. No refund will be made notwithstanding the result of the recalculation may indicate fewer RECs than originally assigned.~~

7. **Zoning Exemptions**: All provisions of the underlying zoning districts and the City's zoning code shall apply to the Planned Development Overlay District unless specifically exempted or modified by the provisions of this planned development ordinance, in which case the provisions of this planned development ordinance shall apply. The following exemptions are requested and granted:

Single-Family Residential Area – Building Setbacks.

- Lot Width – Required 90' – Reduce to 31'.
- Side Yard – Required 10' – Reduce to 0' on one side and maintain 10' on the other side.
- Front Yard – Required 25' – Reduce to 20' for corner lots.

For the Memory Care Development

- Building Height – Required 45' – Increase to 55'.
- Rear Yard Building Setback – Required 20' – Reduce to 10'.

8. **Public Amenities / Benefits:** The Developer has identified the following on-site and off-site public amenities/benefits in the project plans associated with this development.

- **Encompassing Master Plan Build-Out Strategy**: The proposed development takes a 'holistic' approach to determining the entirety of the developable land versus trying to bring in each user on a case-by-case basis. This approach additionally allows for full consideration of infrastructure, utility, and continuity impacts on the front end, versus attempting to adjust/accommodate on the back end.

- **Connectivity and Walking Trail System**: Final connection of the trail system to Village Crossing will allow for a fully 'looped' 1.5 mile system as originally intended by the original PD. The Developer also intends to complete the sidewalk along Valley Road from Pabst Farms Circle to Village Crossing. Both improvements will allow for greater access and become a tremendous amenity not only for the adjoining neighbors but also the general public.
- **Environmental Stewardship and Design Compatibility**: The proposed development gives consideration to the adjoining uses from a land planning standpoint and intentionally puts forward a stepped down density impact as you move away from the centralized core. Improvements have been proposed to further enhance the connectivity of not only the users within the Subject Property, but also the adjoining neighbors and general public.
- **Mixed Use Land Planning**: The intended users of the Subject Property offer a more in-depth mix of Residential, Commercial, and Convenience retail consistent with other recent developments within Pabst Farms as a whole.
- **Infrastructure-Supported Intensity**: Analysis has been conducted to ensure that sufficient capacity is supportive of the intended users.
- **Transitional Areas and Buffering Strategy**: The proposed user layout offers graduated building heights as you approach Pabst Farms Boulevard and the adjoining townhomes to the east within Village Crossing. Further improvements of additional walking trails, water features/fountain will enhance the surrounding area and provide further buffering to the adjoining neighbors.
- **Upscale Architecture**: A condition of the proposed Master Plan would be a requirement that all users adhere to an upscale architecture level consistent with neighboring in-place users.
- **Enhanced Landscaping**: The Subject Property would commit to an enhanced level of landscaping and screening to be mindful of its neighboring users and remain consistent to standards throughout Pabst Farms.
- **Increased Tax Assessment**: Currently, the Subject Property is classified under Agricultural status. If the proposed development were to be approved, and development were able to proceed forward, a substantial assessment would be unlocked and brought into the City from a revenue standpoint.

Residential Component:

a. Building setbacks. Building setbacks from private and public streets within the residential component of the planned development overlay district shall be considered on a case-by-case basis.

9. Pond and Trail System. Nature-based trails around the centrally-located stormwater facility shall be constructed and shall be available for public access. Public amenities such as park benches and scenic overlooks shall be provided. At least one fountain shall be installed in the stormwater facility. Maintenance of the nature-based trails is the responsibility of the condominium association.

If the nature-based trails are not adequately maintained by the condominium association, the City may send written notice to the association indicating that the City has determined that the same are not being properly maintained and further indicating that the City will perform such maintenance if the maintenance is not properly done by the association. A reasonable time for the association to correct the deficiency will be allowed. If maintenance is not properly performed within the time granted by the above-referenced notice, the City shall then have the authority to perform the maintenance referred to in said notice and shall have the right to charge the association on a pro rata basis (per unit) for any costs incurred by the City as a result of such maintenance. Said costs shall be assessed as special charges pursuant to

§66.0627, Wis. Stats. If such charges are not paid by the association or by the unit owners within the period fixed by the City, the charges shall become a lien upon the units within the condominium plat as provided in §66.0627, Wis. Stats., and shall be extended upon the tax rolls as a delinquent tax against the units within the condominium plat as provided in §66.0627, Wis. Stats.

10. Street Improvements / Traffic Impacts: Pabst Farms Boulevard and Pabst Farms Circle shall be reconstructed by Pabst Farms Development, according the City Standards, including, but not limited to, curb and gutter, lighting, striping, landscaping, sidewalks (or multi-use paths), crosswalks, and signalization to the southeast arterial. The reconstruction and improvements shall be addressed in the required Developer's Agreement. The reconstruction and improvements shall be consistent with the recommendations in the TIA prepared by Traffic Analysis & Design, Inc. dated January 15, 2024. The traffic street improvements shall be at no cost to the City.

~~**10. Clubhouse.** At the time of the adoption of this ordinance, there are no condominium units constructed, no condominium association established, and no definitive plans with regard to a clubhouse. In the event the developer and/or the condominium association determines that in the best interest of the unit owners a condominium clubhouse should be constructed, plans therefor shall be submitted to the Zoning Administrator, thence to City staff, and ultimately to the Plan Commission for recommendation to the Common Council. The submittal procedure shall be the same as a submittal procedure for a PIP, with the PIP submittal requirements being complied with so far as applicable. The plans shall also be submitted to the City Architectural Commission for approval.~~

11. Public Construction. Construction of all public facilities, including streets, stormwater facilities (if any), sanitary sewer, and water shall be constructed by the developer in both the commercial and residential components of the planned development overlay district. Construction shall be accomplished by the developer, with the designs therefor being submitted to City staff for review. All construction shall be inspected by the City. Developer's agreements shall be entered into as necessary, with appropriate letters of credit being filed to cover the estimated cost of the public improvements.

Any construction of public facilities for which tax incremental financing district funds are to be expended shall be performed by the City.

12. Site Plan.

a. Building Locations. The General Development Plan that was included in the submittal letter dated May 7, 2026 ~~Sheet MO included in the GDP submittal packet dated August 22, 2006~~, sets forth proposed locations of buildings. Locations of buildings are subject to change following the filing of an application for a change with the Zoning Administrator. Likewise, the location of structures within ~~Residences at Village Square~~ Village Crossing I & II for the condominium development may be changed by submittal of an application to the Zoning Administrator. The Zoning Administrator shall refer such applications to City staff and then to the Plan Commission for recommendation to the Common Council.

~~b. Street Design. The public street in the commercial component shown on Sheet MO which intersects with Pabst Farms Circle at two locations may require additional width at the intersections depending upon future users and traffic generated by future users. It is a requirement of this ordinance that the developer dedicate additional width of this City street at the intersections if traffic generated by future users requires such additional width.~~

13. Easements. It will be necessary in ~~both~~ the commercial, senior housing and residential components of the planned development overlay district that public facilities may not be installed within public rights-of-way. It is therefore a requirement of this planned development ordinance that the developer/owner of the lands included within the planned development overlay district grant necessary easements for public facilities not located within public rights-of-way. These easements will be granted in locations required by the respective City Utilities, including Wastewater.

14. Drainage. Surface water/stormwater drainage plans shall be prepared by the developer and submitted to the City Engineer for approval. In the event the condominium association does not properly maintain the stormwater management facilities, the City may send written notice to the association indicating that the City has determined that the same are not being properly maintained and further indicating that the City will perform such maintenance if not properly done by the association. The above-mentioned notice shall give the association a minimum of seven days to correct the problem, unless an emergency exists, in which case less than seven days may be allowed for correction of the problem. If maintenance is not properly performed within the time granted by the above-referenced notice, the City shall then have the authority to perform the maintenance referred to in said notice and shall have the right to charge the association on a pro rata basis for any costs incurred by the City as a result of such maintenance. Said costs shall be assessed as special charges pursuant to §66.0627, Wis. Stats. If such charges are not paid by the association within the period fixed by the City, the charges shall become a lien upon the units within the condominium plat as provided in §66.0627, Wis. Stats., and shall be extended upon the tax rolls as a delinquent tax against the units within the condominium plat as provided in §66.0627, Wis. Stats.

Surface water drainage within the commercial component of the planned development overlay district shall be maintained by the individual property owners. Stormwater management facilities shall be designed, and the designs thereof for each individually developed parcel shall be submitted to the City Engineer for approval. In the event the individual property owners do not properly maintain the stormwater management facilities, the City may send written notice and pursue compliance with the stormwater maintenance plan the same manner as provided above for the condominium association.

The standards of the Pabst Farms Joint Stormwater Utility District must be maintained in both the residential and commercial components of this Planned Development Overlay District.

15. Landscaping. Within the commercial and residential components, the individual applicants ~~for PIPs~~ will submit landscape plans to City staff for initial consideration, after which they shall be submitted to the Plan Commission for approval. It is a requirement of this ordinance that the individual users continually maintain landscaping. Landscape materials other than plantings which have deteriorated or have been damaged or defaced shall be properly repaired or replaced (hardscape). Plant materials which have deteriorated or died shall be replaced. Plantings shall be kept watered, fed, cultivated and pruned as required by good forestry practices.

Within the residential component, the condominium association shall have the same responsibility as to maintenance as set forth above for owners of property in the commercial component.

16. Condominium Plat. The ~~Residences at Village Square~~ Village Crossing I & II are residential condominium project within which it is proposed to construct 144 condominium dwelling units within 72 duplex buildings. It is contemplated that the condominium development will be constructed in four phases. In that regard, the condominium development will be an expandable condominium plat.

17. The applicant shall pay all impact fees set forth in Chapter 27 of the Municipal Code, including the fee for parks, playgrounds and land for athletic facilities.

18. The Declaration of Development Standards, Easements, Restrictions and Protective Covenants are specifically approved by this ordinance, are incorporated herein by reference, and no provision thereof shall be amended without first having obtained City approval. The Declaration of Condominium for ~~Residences at Village Square~~, Village Crossing I & II a Condominium, is also hereby approved, and the provisions thereof are incorporated herein by reference. ~~The following listed sections of the Declaration of Development Standards, Easements, Restrictions and Protective Covenants and the Declaration of Condominium for Residences at Village Square, a Condominium, shall not be modified or amended without first having obtained City approval: Sections 2.1, 2.4 and 2.6 of Article II and Article VI of the Declaration of Development Standards, Easements, Restrictions and Protective Covenants; Section 7.05 of the Declaration of Condominium for Residences at Village Square, a Condominium.~~

19. Contribution for City Services. If any portion of the property is declared not-for-profit, applicant has agreed that the owner of said lands are to enter into a Contribution for City Services agreement with the City of Oconomowoc.

20. This is a planned development overlay district. All provisions of the underlying zoning district and the City of Oconomowoc zoning code shall apply to the planned development overlay district unless specifically waived or modified by the provisions of this planned development ordinance, in which case the provisions of this planned development ordinance shall apply.

~~**21.** All portions of the approved planned development GDP not fully developed within five years of final Common Council approval shall expire and no additional PD-based development shall be permitted without Common Council approval to extend the development for not more than five additional years by a majority vote following a public hearing.~~

SECTION 2. The Zoning Administrator is hereby directed to enter the Planned Development Overlay District Ordinance (~~PD-9-06~~) (PD-2-26) on the official zoning map of the City of Oconomowoc, with underlying zoning of ~~Suburban Commercial (SC)~~ General Commercial (GC); Residential Multi-Family High (RMH) and ~~Mixed Residential (MR-6)~~ Residential Multi-Family Low (RML) Districts.

SECTION 3. SEVERABILITY. The several sections of this ordinance are declared to be severable. If any section or portion thereof shall be declared by a court of competent jurisdiction to be invalid, unlawful or unenforceable, such decision shall apply only to the specific section or portion thereof directly specified in the decision and shall not affect the validity of any other provisions, sections or portions thereof of the ordinance. The remainder of the ordinance shall remain in full force and effect. Any other ordinances whose terms are in conflict with the provisions of this ordinance are hereby repealed as to those terms that conflict.

SECTION 4. EFFECTIVE DATE. This ordinance shall become effective upon passage and publication as required by law.

DATED: ~~November 9, 2006~~ June 16, 2026

CITY OF OCONOMOWOC

By: _____
Matt Rosek, Mayor

ATTEST:

_____
Gina Kozlik, Clerk

Date Adopted: _____

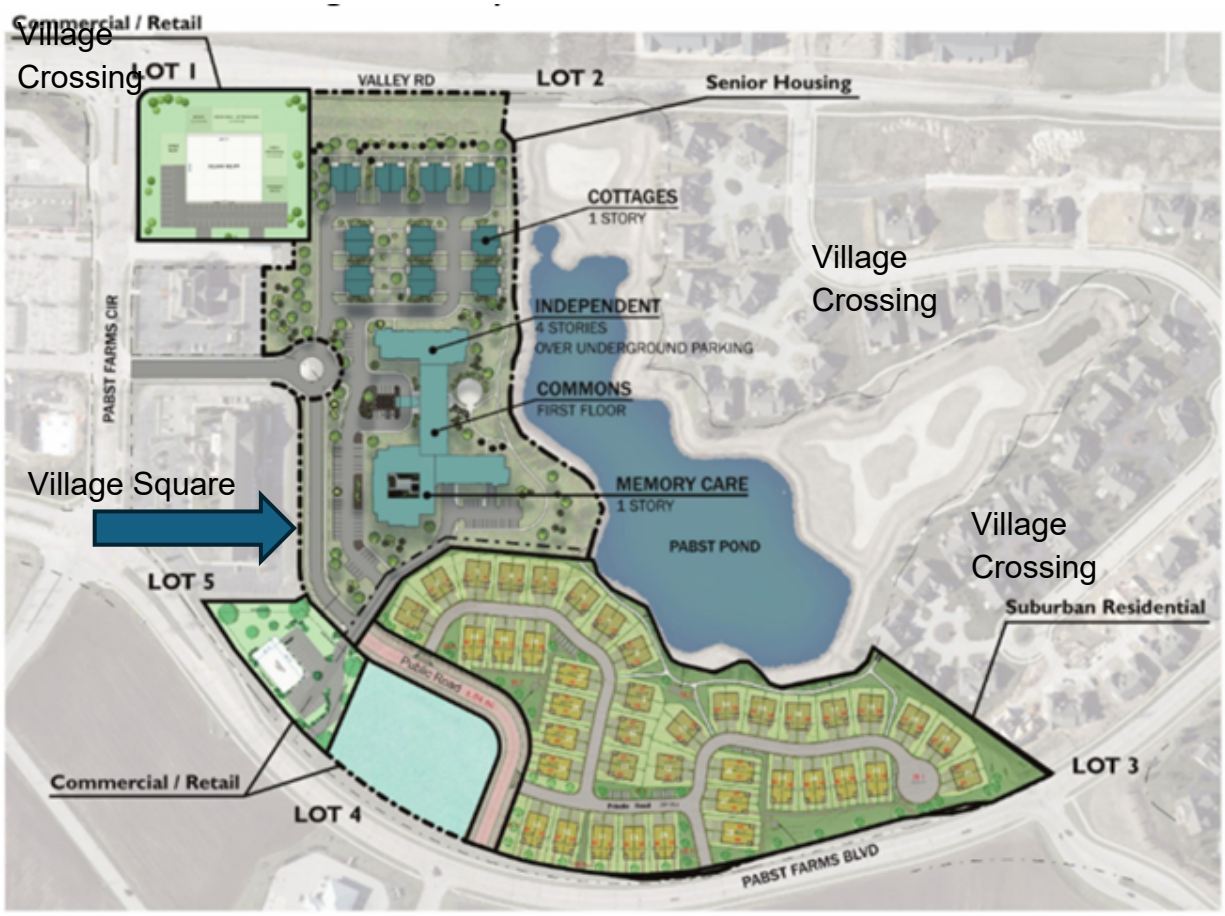
Date Published: _____

Effective Date: _____

Property Land Use Exhibit – Village Crossing / Village Square

General Development Plan

Planned Development PD-2-26



Pabst Farms Development, Inc.
3412 Commercial Avenue
Northbrook, IL 60062
Phone 224.261.8758

MEMORANDUM

PLANNING DEPARTMENT

Date: June 16, 2026

To: Mayor and Common Council

From: Jason Gallo, City Planner

Re: Presentation/Update regarding the Mon Bijou Inn Conditional Use Permit – 351 E. Lisbon Road

RELATES TO THE STRATEGIC PLAN

N/A

BACKGROUND

The Common Council approved the Conditional Use Permit for the Mon Bijou Inn for lodging and a public tavern / lounge. A condition of the permit required the owners to provide a one-year update. Owners Joseph & Kathryn Brisk have been operating the Inn for approximately one year, and staff is bringing this matter back to the Council for the applicants to provide the required update to the Common Council.

ADDITIONAL ANALYSIS

There have been no Planning Department related concerns for this property since the granting of the Conditional Use Permit. Planning asked all Department Heads if there were any issues regarding this property impacting their Department. Police received a total of three notifications since opening. One contact was the applicant calling in an outdoor band in advance of the activity, one call was from a neighbor regarding the outdoor band that was called in, and the third call was determined a non-issue from the Police Officer who conducted the investigation. No other Departments had concerns or comments.

FINANCIAL IMPACT

N/A

RECOMMENDATION

No recommendation for the update.

SUGGESTED MOTION

No action by the Council is needed regarding this update.

T:\Memos\Mon_Bijou_Memo_6_16_26.docx

MEMORANDUM

ADMINISTRATION

Date: June 16, 2026

To: Mayor and Common Council

From: Mark Frye, City Administrator

Re: Consider/act on Resolution 26-R3381 for the Approval of an Interim Lake Country Municipal Court Judge

RELATES TO THE STRATEGIC PLAN

N/A

BACKGROUND

With the recent retirement of Judge Kay there needs to be an interim Lake Country Municipal Court (LCMC)Judge. This Judge would serve until one is elected Spring 2027.

The LCMC Operations Committee interviewed four potential candidates for the position. Their recommendation to the LCMC Administrative Committee was Attorney Ronald Sonderhouse.

On June 10, the Administrative Committee, with 19 of the 22 member communities in attendance, approved Attorney Sonderhouse for the interim Judge position.

RECOMMENDATION

Staff recommends approval of Resolution 26-R3381 naming Attorney Ronald Sonderhouse as the interim Judge.

SUGGESTED MOTION

Motion to Approve Resolution 26-R3381.

RONALD J. SONDERHOUSE
ronald@bwslegalgroup.com
Bucher, Wolff &Sonderhouse, LLP
711 West Moreland Blvd., Suite 100, Waukesha, WI 53188
262-446-9222

EDUCATION

Delta College, Bay City, MI
Associates Degree, June 1985

Michigan State University, East Lansing, MI
Bachelor's Degree, June 1987

University of Detroit, Detroit, MI
Masters in Business Administration, May 1990

University of Detroit, Detroit, MI
Juris Doctor, May 1990

EMPLOYMENT HISTORY

Sheridan Law Firm, Allegan, MI Associate,
1991 to 1998

Kay & Kay Law Firm, Brookfield, WI Associate, 1999-2008

Wolff & Sonderhouse, LLP, Waukesha, WI Partner, 2008
to 2022

Bucher, Wolff & Sonderhouse, LLP, Waukesha, WI Partner, 2023 to
Present

LEGAL EXPERIENCE CRIMINAL

EXPERIENCE

- Represented over 2500 clients, which representation included Trials (Jury & Bench), Pleas, Sentences and Motions.
- Served as Prosecutor for the Town & Village of Oconomowoc (on an as needed basis).

FAMILY EXPERIENCE

- Represented over 300 clients in Divorce matters.
- Served as Guardian ad Litem in over 100 cases, acting in the best interests of my Wards.
- Exercising a quasi-judicial role in helping the parents reach a Stipulation resolving the issues.
- Represented parties in Marital Presumption cases, Support and Surrogacy matters.

JUVENILE EXPERIENCE

- Represented over 500 parents and juveniles in various Court matters involving CHIPS, TPR's, Adoption and Juvenile Delinquency cases.
- Represented juveniles in Injunction matters.

CIVIL EXPERIENCE

- Represented over 150 clients/wards in Child Abuse Restraining Order matters, Evictions and General Litigation matters.
- Represented clients in Zoning issues including eminent domain and riparian rights.

PROBATE EXPERIENCE

- Represented over 300 clients in various matters, including representing the Personal Representative and also acting as the Personal Representative in Estates, acting as a Guardian ad Litem for Minor Heirs and handling Special Administrations.
- Represented over 200 individuals during Mental Commitment proceedings.
- Acting as a Guardian ad Litem and advocate in Guardianship and Protective Placement matters.

MISCELLANEOUS EXPERIENCE

- Represented clients in Real Estate transactions, including buyers and sellers, and Civil disputes regarding title and boundary issues.
- Represented family's in Estate Planning matters, including the drafting of Wills, Trusts and Power of Attorneys.
- For the last 17 years I have been in a small firm with Attorney Peter Wolff and now Attorney Breanne Bucher. We have had several associates over the years. Duties include managing a court calendar, managing time, supervising employees and being able to represent clients on very short notice.

MEMBERSHIPS/LEADERSHIP ACTIVITIES

State Bar of Wisconsin
Member, 1999 to Present

Waukesha County Bar Association
Member, 1999 to Present

Criminal Section
Member,1999 to Present

Juvenile, Family, Probate & Estate Planning Sections
Member, 1999 to 2023

Eastern District of Wisconsin
Member, 2000 to Present

Wisconsin Association of Criminal Defense Lawyers
Member, 2008 to 2024

Waukesha County Bar Association Board
Member, 2011 to 2017
Past President 2015-2016

Bench Bar Committee
Member, 2014 to 2020

State Bar of Wisconsin Board of Governors
Member, 2013 to 2015
Policy Committee
2013 to 2015

Juvenile Court Guardian ad Litem Guidelines Committee
Member, 2013 to 2015

COMMUNITY SERVICE

Brookfield Chamber of Commerce
1999-2003

State Mock Trials
Judge, 2000-2004

New Berlin Teen Court
Judge, 2008 to 2015

Mediation Restorative Justice Center
Mediator, 2012 to 2020

Waukesha County Family Law Clinic
Volunteer Legal Services, 2012 to 2022

Kiwanis
2014 to Present
Participate in community giving programs including volunteering at the Food Pantry, Waukesha County Fair Pancake Breakfast, and helping the various non-profit organizations that we support.

MICHAEL 0. BOHREN
CIRCUIT COURT JUDGE, Ret.
W315S496 Christopher Way
Delafield, Wisconsin 53018
262-370-3600
mob2747@gmail.c_om

May 4, 2026

Chief Donald G. Weimer
Lake County Municipal Court
630 East Wisconsin Avenue
Oconomowoc, Wisconsin 53066

Re: Attorney Ronald Sonderhouse

Dear Chief Weimer,

I am writing today to endorse Attorney Sonderhouse as the Interim Judge for the Lake Country Municipal Court.

As a 51year member of the Wisconsin Bar, serving 25 years as a Waukesha County Circuit Judge and continuing as a Reserve Judge, I have the opportunity to observe attorneys on a regular basis. Attorney Sonderhouse appeared before me on a frequent basis, and I appointed him to represent individuals and the public interest in criminal and civilmatters.

Attorney Sonderhouse always exhibited the highest levels of professionalism, integrity, legal knowledge, and intellectual curiosity; he possesses the personal attributes that comprise "Judicial Demeanor".

I urge his appointment. I am happy to review the matter further.

Respectfully

Michael 0. Bohren
Circuit Judge, Ret.

BUCHER, WOLFF & SONDERHOUSE, LLP

711 W. Moreland Boulevard, Suite 100
Waukesha, Wisconsin 53188
(262)446-9222 • www.bwslegalgroup.com

Breanne M. Bucher
Ronald J. Sonderhouse
Peter M. Wolff
Zachary P. Hoff

May 6, 2026

To Whom It May Concern,

I am honored to write this letter of recommendation in strong support of Ronald Sonderhouse for the position of Municipal Judge for Lake Country Municipal Court. For the past 18 years, I have had the privilege of working alongside Ronald as his law partner, and throughout that time, I have come to know him as an exceptional attorney, trusted colleague, and person of unwavering integrity. We have collaborated on countless cases together, and in every matter, Ronald has consistently demonstrated outstanding legal knowledge, sound judgment, professionalism, and dedication to the fair administration of justice.

Ronald possesses the qualities that are essential for an effective and respected municipal judge. His deep understanding of the law, combined with his ability to carefully evaluate facts and apply legal principles impartially, make him uniquely qualified for the bench. He approaches every case with fairness, patience, and respect for all parties involved. His demeanor in and out of the courtroom reflects the judicial temperament necessary to serve the public with honor.

In addition to his legal abilities, Ronald is deeply committed to his community and understands the important role municipal courts play in maintaining public trust. He has always prioritized ethical practice, accountability, and service, which would serve him exceptionally well in this judicial role.

Having worked closely with Ronald for nearly two decades, I can say without hesitation that he would be an outstanding Municipal Judge. His experience, character, and dedication make him an excellent fit for Lake Country Municipal Court, and I am confident he would serve the community with distinction.

I offer my highest recommendation for Ronald Sonderhouse's appointment and believe he will eel in this position.

Sincerely,

Peter M. Wolff

TOWN OF BROOKFIELD

MUNICIPAL COURT
645 N. Janacek Road, Brookfield, WI 53045
(262)796-3780

JoAnn Eiring
Municipal Judge

Dear Selection Committee for the Lake Country Municipal Judge position,

I am pleased to recommend Attorney Ronald Sonderhouse for the Judicial appointment to the Lake Country Municipal Court. I have had the privilege of working with Attorney Sonderhouse for over 30 years in my capacity as Municipal Judge for the Town of Brookfield, as well as Director of the Adult Court Service Programs in Waukesha County. During that time, I have found him to be a respectful attorney with extensive experience in both Circuit and Municipal Court. Attorney Sonderhouse has a strong familiarity with the municipal court process and handles difficult matters with sound judgment.

I have been a member of the Judicial Education Committee for Municipal Courts in Wisconsin since 1994. In that role. I, along with six other members, am responsible for designing the curriculum for numerous judicial education seminars each year. I believe Attorney Sonderhouse possesses the experience, knowledge, temperament, and character necessary for judicial service, and l am confident he would serve well on the bench.

Please feel free to contact me at 414.303.6694 should you require any additional information.

Sincerely,
JoAnn Eiring
Municipal Judge

Resolution No. 26-R3381

LAKE COUNTRY MUNICIPAL COURT

Resolution Filling Vacancy and Appointing Municipal Court Judge

WHEREAS, the Lake country Municipal Court is a joint Municipal Court duly formed and existing under the Constitution and laws of the state of Wisconsin, and

WHEREAS, the office of municipal judge is currently vacant due to the retirement of the Hon. Timothy Kay, and

WHEREAS, under the laws of the state of Wisconsin such vacancy can be filled by appointment of a municipal court judge by action of the member communities to hold office until an election to be held as required by governing Wisconsin statutes, and

WHEREAS, the Operations Committee of the court has interviewed candidates for the vacancy and forwarded its recommendation to the Administrative Committee, which Committee has accepted the recommendation of the Operations Committee that the vacancy be filled by appointment of Attorney Ronald J. Sonderhouse, and

WHEREAS, the Administrative Committee is recommending that the member communities appoint Ronald J. Sonderhouse, a licensed Wisconsin attorney, and a resident of a member community of the Lake Country Municipal Court, to fill the vacancy and serve as municipal court judge pending a future election:

NOW THEREFORE BE IT RESOLVED by the undersigned member communities of the Lake Country Municipal Court, that, effective the last date of signature by any community:

Ronald J. Sonderhouse is hereby appointed as municipal court judge of the Lake Country Municipal Court, and shall assume such duties forthwith upon administration of the oath of office.

City of Delafield

By:_____ Date:_____

Title:_____

City of Oconomowoc

By:_____ Date:_____

Title:_____

Town of Delafield

By:_____ Date:_____

Title:_____

Town of Erin

By:_____ Date:_____

Title:_____

Town of Merton

By:_____ Date:_____

Title:_____

Town of Oconomowoc

By:_____ Date:_____

Title:_____

Town of Ottawa

By:_____ Date:_____

Title:_____

Village of Chenequa

By:_____ Date:_____

Title:_____

Village of Dousman

By:_____ Date:_____

Title:_____

Village of Hartland

By:_____ Date:_____

Title:_____

Village of Johnson Creek

By:_____ Date:_____

Title:_____

Village of Lac LaBelle

By:_____ Date:_____

Title:_____

Village of Lisbon

By:_____ Date:_____

Title:_____

Village of Merton

By:_____ Date:_____

Title:_____

Village of Nashotah

By:_____ Date:_____

Title:_____

Village of Oconomowoc Lake

By:_____ Date:_____

Title:_____

Village of Sullivan

By:_____ Date:_____

Title:_____

Village of Summit

By:_____ Date:_____

Title:_____

Village of Sussex

By:_____ Date:_____

Title:_____

Town of Ixonia (Contract Member)

By:_____ Date:_____

Title:_____

Town of Sullivan (Contract Member)

By:_____ Date:_____

Title:_____

Village of Palmyra (Contract Member)

By:_____ Date:_____

Title:_____

MEMORANDUM

ADMINISTRATION

Date: June 16, 2026

To: Mayor and Common Council

From: Mark Frye, City Administrator

Re: Consider/act on Ordinance 26-O1132 to Create an Impact Fee for Fire Facilities in the City of Oconomowoc

RELATES TO THE STRATEGIC PLAN

I. Provide a Safe and Secure Community
   B. Provide Quality Fire and EMS Service
      1. Evaluate Fire District Future Facilities Needs

BACKGROUND

From Chief Brad Bowen:

The District received the final Public Facilities Needs Assessment and Impact Fee Study from McMahon Associates. This study, which was initially presented to the municipalities on November 12th, confirms a trajectory of consistent growth in population, housing, and commercial development across the District over the next 10 to 20 years. This ongoing development directly correlates with a projected rise in emergency call volumes. The final report and study was provided on March 30, 2026 which has been the foundation for development of materials

The driving force behind this initiative is our unwavering commitment to maintaining services in accordance with our Standards of Cover and Community Risk Assessment. To continue meeting constituent expectations and to adhere to both local and national standards for Fire/EMS response, we must proactively manage this growth. To sustain our targeted response times and ensure adequate service levels under these standards, the study recommends the construction of an additional fire station. This new facility is essential to house a five-person crew operating both a med unit and an engine company, providing the necessary staffing and resources to effectively respond to emergencies resulting from this anticipated development.

ADDITIONAL ANALYSIS

To ensure that the cost of this facility expansion is shared equitably by the growth that necessitates it, impact fees will be imposed on new developments. Per Wisconsin state statutes, these impact fees will be strictly utilized for eligible capital costs associated with Fire/EMS facilities and cannot be used for apparatus, equipment, or operational staffing. The day-to-day operating expenses for the new station will be supported by the augmented tax base generated by the new developments.

We have reached a pivotal transition point from research to implementation. The necessary legal framework is now drafted and ready for review:

- **Municipal Ordinance:** Allows the municipalities to impose impact fees on developers to pay for the capital costs necessary to accommodate land development.
- **Memorandum of Understanding (MOU):** A collaborative agreement between the municipalities and the District to establish a shared framework for the collection, transfer, management, and specific use of the impact fees.

FINANCIAL IMPACT

The implementation of impact fees ensures that new development bears a proportionate share of the capital costs for the new station. The Impact Fee Study identifies a current facility space deficiency of approximately 15%. Therefore, 85% of the capital costs for the new station are attributable to serving new development and will be funded through the collected impact fees. The remaining 15% of the project cost, which is attributable to existing deficiencies, will be allocated to the Municipalities under our existing intermunicipal cost-sharing formula.

RECOMMENDATION

Staff recommends approval of Ordinance 26-O1132 for the Creation of Fire Facilities Impact Fees.

SUGGESTED MOTION

Motion to Approve Ordinance 26-O1132.

ORDINANCE NO. 26-O1132

AN ORDINANCE TO CREATE AN IMPACT FEE FOR FIRE FACILITIES IN THE CITY OF OCONOMOWOC

The Common Council of the City of Oconomowoc, Waukesha County, Wisconsin, does ordain as follows:

WHEREAS, the City of Oconomowoc is currently provided with fire protection services and emergency medical services by the Western Lakes Fire District, and Western Lakes Fire District provides similar services to other local municipalities; and

WHEREAS, Wis. Stat. §66.0617 authorizes a political subdivision, including the City of Oconomowoc, to enact an ordinance that imposes impact fees on developers to pay for the capital costs that are necessary to accommodate land development; and

WHEREAS, some of the public facilities for which impact fees may be imposed include facilities for parks, administrative facilities, Department of Public Works facilities, library facilities, fire protection facilities, emergency medical facilities, law enforcement facilities and sanitary sewer facilities, pursuant to Wisconsin Statute Section 66.0617(1)(f); and

WHEREAS, after carefully considering the matter, and in order to reasonably determine the existing public facilities needs and future facilities needs related to fire protection facilities in the City of Oconomowoc we authorized the firm of McMahon Associates, Inc. to prepare a public facilities needs assessment in this regard; and

WHEREAS, the public facilities needs assessment and related impact fee study was completed on March 30, 2026 in accordance with the requirements of Wis. Stat. §66.0617(4); and

WHEREAS, said public facilities needs assessment was made available for public inspection and copying in the office of the Oconomowoc City Clerk at least twenty (20) days before a public hearing was held in this matter; and

WHEREAS, Notice of Public Hearing regarding this matter was published as a Class 1 Notice under Chapter 985 Wisconsin Statutes, including specifying where a copy of the proposed Ordinance and the public facilities needs assessment could be obtained; and

WHEREAS, the Common Council of the City of Oconomowoc held a public hearing on the proposed Ordinance at City Hall on Tuesday, June 16, 2026, pursuant to Wis. Stat. §66.0617(3); and

WHEREAS, the Common Council finds that the conclusions of the Public Facilities Needs Assessment and Impact Fee Study, dated March 30, 2026, are reasonable and appropriate, with regard to the impact fees relevant to facilities needed for fire protection facilities, and in particular the Common Council`56 finds that the same:

a. bear a rational relationship to the need for new, expanded or improved public facilities that are required to serve land development;

b. do not include amounts for an increase in service capacity greater than the capacity necessary to serve the development for which the fee is imposed;

c. do not exceed the proportionate share of the capital costs that are required to serve land development, as compared to existing uses of land within the City of Oconomowoc;

d. are based upon actual capital costs or reasonable estimates of capital costs for new, expanded or improved public facilities;

e. compensate, as necessary, for other capital costs proposed by the City of Oconomowoc with respect to land development to provide or pay for public facilities, including special assessments, special charges, land dedications or fees in lieu of land dedications under Chapter 236 or any other items of value;

f. compensate, as necessary, for monies received from the Federal or State government specifically to provide or pay for public facilities for which the impact fees are imposed;

g. do not include expenses for operation or maintenance of a public facility;

h. do not include amounts necessary to address existing deficiencies in public facilities; and

i. shall be payable by the developer or property owner to the City of Oconomowoc within the time required by applicable State laws, and as required by the City of Oconomowoc in accordance with such laws.

WHEREAS, the Common Council finds that the appropriate planning period is through 2035, subject to statutory limitations regarding use of collected funds as noted above; and

WHEREAS, the Common Council finds it to be reasonable that an appeal may be made by a developer, as required by Wisconsin Statute Section 66.0617(10), in the manner described herein; and

NOW, THEREFORE, The Common Council of the City of Oconomowoc, Waukesha County, Wisconsin, does ordain as follows:

SECTION 1: Imposition and Authority. This Ordinance imposes an impact fee on Developers to pay for the capital costs associated with and that are necessary to accommodate land development, specifically related to the need for fire protection facilities and their associated costs. Wis. Stat. §66.0617 authorizes municipalities to impose these fees. This Ordinance ensures that new development bears a proportionate share of such capital costs. The fire protection facilities imposed by and through this Ordinance are based on the Public Facilities Needs Assessment and Impact Fee Study dated March 30, 2026.

SECTION 2: All terms have the meaning given in Wis. Stat. §66.0617(1).

SECTION 3: Applicability of Impact Fee. This Ordinance will be uniformly applicable to development which occurs within the City of Oconomowoc.

SECTION 4: Fire Facilities Impact Fee. Any person who, after the effective date of this ordinance, seeks to create, subdivide, and/or otherwise develop a residential, commercial or industrial unit, the developer or the property owner, is hereby required to pay an impact fee for fire protection facilities in accordance with the following schedule.

	Option A
Residential Housing Units (single family unit or two-family duplex unit)	$1,793.29
Residential Housing Units (Multi-family structure of 3 or more housing units per structure)	$896.95 multiplied by number of units in the structure
Non-Residential Structures	$0.1208 per square foot

In order to account for future increases in construction costs and interest costs, and in order to ensure that the fees are equitably distributed between current and future developers, the base impact fees described herein shall automatically adjust on an annual basis on January 1 of each year by the percentage increase or decrease in the United States Bureau of Labor Statistics Midwest Region All Items Consumer Price Index for All Urban Consumers from January 1 of the preceding year.

SECTION 5: Payment of Fees. The impact fees will be assessed and become due at issuance of the building permit by the municipality, subject to the following. Except as provided in this paragraph and in accordance with Wis. Stat. §66.0617(6)(g), if the total amount of impact fees due for a development will be more than $75,000, a developer may defer payment of the impact fees for a period of 4 years from the date of the issuance of the building permit or until 6 months before the municipality incurs the costs to construct, expand, or improve the public facilities related to the development for which the fee was imposed, whichever is earlier. If the developer elects to defer payment under this paragraph, the developer shall maintain in force a bond or irrevocable letter of credit in the amount of the unpaid fees executed in the name of the municipality. A developer may not defer payment of impact fees for projects that have been previously approved.

SECTION 6: Accounting. Revenues from impact fees shall be placed in a segregated, interest-bearing account and shall be accounted for separately from the other funds of the City of Oconomowoc. Impact fee revenues and interest earned on impact fee revenues may be expended only for capital costs for which the impact fees were imposed, unless the fee is refunded.

SECTION 7: Refunds of Fees Paid. Pursuant to Wis. Stat. §66.0617(10) any impact fee that is not spent within eight years of receiving the fee must be refunded. The refund must be issued, with accumulated interest to the property owner or the payor of fees.

SECTION 8: Appeal. Pursuant to Wis. Stat. §66.0617(10), any property owner upon whom an impact fee is imposed may appeal the amount, collection, or use of the impact fee to the Common Council, provided that the property owner files a written notice of appeal in the City Clerk's office within 90 days of the day the fee is due and payable. Such notice of appeal shall be entitled "Notice of Appeal of Impact Fee" and shall state the property owner's name, address, telephone number, address and legal description of the land development upon which the impact fee is imposed, and a statement of the nature of and reasons for the appeal. The City Clerk shall

schedule the appeal for consideration by the Common Council at a regular meeting as soon as reasonably practicable under the circumstances and shall notify the property owner of the time, date and place of such meeting, in writing, by regular mail, deposited in the mail no later than at least three days before the date of such meeting. Upon review of such appeal, the Common Council may adjust the amount, collection or use of the impact fee upon just and reasonable cause shown.

SECTION 9: SEVERABILITY.

The several sections of this Ordinance are declared to be severable. If any section or provision thereof shall be declared by a court of competent jurisdiction to be invalid, unlawful, or unenforceable, such declaration shall apply only to the specific section(s) or portion(s) thereof directly specified in said declaration, and shall not affect the validity of any other provisions, sections, or portions of the Ordinance, which shall remain in full force and effect. Any other Ordinances whose terms are in conflict with the provisions of this Ordinance are hereby repealed as to those terms that conflict.

SECTION 10: EFFECTIVE DATE.

This Ordinance shall take effect immediately upon passage and posting or publication as provided by law.

This Ordinance passed this 16th day of June 2026

CITY OF OCONOMOWOC

By: _____
Matt Rosek, Mayor

ATTEST:

_____
Gina Kozlik, Clerk

Adopted: _____

Published: _____

Effective Date: _____

Z:\City Administrator\WLFD\Impact Fee Study 2025\Council 06162026\Ordinance 26-O1132 to Create an Impact Fee for Fire Facilities in the City of Oconomowoc 06162026.docx

Public Facilities Needs Assessment and Impact Fee Study

Western Lakes Fire District

FOR

Western Lakes Fire District Board

WAUKESHA COUNTY, WISCONSIN

March 30, 2026

McMAHON ASSOCIATES, INC.
1445 McMAHON DRIVE NEENAH, WI 54956 Mailing: PO BOX 1025 NEENAH, WI 54957-1025 PH 920.751.4200 MCMGRP.COM
McM. No. W1061-04-25-00616 /MAR:kmh

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PUBLIC FACILITIES NEEDS ASSESSMENT AND IMPACT FEE STUDY

Western Lakes Fire District

WAUKESHA COUNTY
WISCONSIN

March 30, 2026
McM. No. W1061-04-25-00616

I. INTRODUCTION

The Western Lakes Fire District (the District) provides fire and emergency medical services (EMS) across a diverse mix of suburban and rural communities covering approximately 215 square miles to eleven municipalities in Waukesha, Jefferson, and Dodge Counties, Wisconsin serving a population of more than 54,000. Included in the District coverage area are two hospitals (with one being Level 2 Trauma certified), several miles of Interstate 94 and other state highways, three large behavioral/mental health facilities, seven large elderly living facilities, growing retail areas, expansive manufacturing and distribution centers, multiple outdoor recreational locations including the Kettle Moraine State Forest, and numerous educational facilities including a high school, multiple middle, elementary, and private schools.

In 2024, the District experienced an 8% increase in call volume, responding to 6,581 emergency calls for service. The District requested an impact fee study to focus specifically on the seven municipalities in Waukesha County that receive both fire and EMS services from the District. These municipalities include:

- City of Oconomowoc
- Village of Summit
- Village of Dousman
- Village of Lac La Belle (merged with Town of Oconomowoc)
- Town of Ottawa
- Town of Oconomowoc (now known as Village of Lac La Belle)
- Town of Merton

A. Purpose of Needs Assessment

PURPOSE OF NEEDS ASSESSMENT – In 1993, Wisconsin Act 305 gave municipalities the authority to impose impact fees on developers to pay for the capital cost for construction, expansion, and improvements of facilities which will serve new development. Wisconsin State Statute 66.0617 specifies the type of facilities for which impact fees may be imposed and prescribed the procedural requirements for impact fee ordinances enacted by a municipality. The purpose of this public facilities needs assessment is to determine the fire station development needs and make recommendations regarding the amount of impact fees to impose on

developers in accordance with Wisconsin State Statute 66.0617. This public facility needs assessment is necessary for the affected municipalities in the District to implement an impact fee ordinance.

B. Scope of Needs Assessment

Section 66.0617 (4) Wisconsin Statutes requires a Public Facilities Needs Assessment before a municipality adopts or amends an impact fee ordinance. The elements of this Needs Assessment include the following elements:

1. An inventory of existing public facilities, including the identification of any existing deficiencies in the quantity or quality of those public facilities for which it is anticipated that an impact fee may be imposed (Section 66.0617 (4)(a)(1).
2. Identification of new public facilities, or the improvement or expansion of existing public facilities, that will be necessitated by land development subject to impact fees. This identification must be based on clearly defined service areas and service standards (Section 66.0617 (4)(a)(2).
3. A detailed estimate of the capital costs associated with providing new public facilities or improving or expanding existing facilities as mentioned in subd. 2, including an estimate of the cumulative effect of all proposed and existing impact fees on affordable housing within the municipality/district (Section 66.0617 (4)(a)(3).

Section 66.0617 (3) further requires that "Before enacting an ordinance that imposes impact fees, or amending an existing ordinance that imposes impact fees, a municipality shall hold a public hearing on the proposed ordinance or amendment. Notice of the public hearing shall be published as a class 1 notice under ch. 985, and shall specify where a copy of the proposed ordinance or amendment and the public facilities needs assessment may be obtained." In the case of WLFD, the report shall be available for public inspection and copying in the WLFD administrative offices at least 20 days before the public hearing.

C. Available Information

The following information and reports were utilized for the preparation of this study:

- U.S. Census Bureau
- Wisconsin Department of Administration (WDOA)
- Wisconsin State Statutes
- Western Lakes Fire District Standards of Cover 2024 (2025 Update)
- Western Lakes Fire District Assessment of Fire/EMS Needs & Funding Options-March 2022
- Waukesha County Comprehensive Development Plan
- City of Oconomowoc Comprehensive Plan 2050
- City of Oconomowoc Impact Fee Study 2004

II. IMPACT FEE REQUIREMENTS

Impact fees are regulated under Wisconsin State Statute 66.0617. An impact fee is defined as cash contributions, contributions of land or interests in land or any other items of value that are imposed on a developer or property owner by a municipality. A developer, as defined by the statute, is a person that

constructs or creates land development. Land development, as defined by statute, means the construction or modification of improvements to real property that creates additional residential dwelling units within a municipality or that results in nonresidential uses that create a need for new, expanded, or improved public facilities within a municipality.

Per Statute, public facilities for which impact fees can be imposed means highways, other transportation facilities, traffic control devices, facilities for collecting and treating sewage, facilities for collecting and treating storm and surface waters, facilities for pumping, storing, and distributing water, parks, playgrounds, and land for athletic fields, solid waste and recycling facilities, fire protection facilities, law enforcement facilities, emergency medical facilities and libraries. “Public facilities" does not include facilities owned by a school district.

Per Statute, capital costs means the capital costs to construct, expand or improve public facilities, including the cost of land, and including legal, engineering and design costs to construct, expand or improve public facilities, except that not more than 10 percent of capital costs may consist of legal, engineering and design costs unless the municipality can demonstrate that its legal, engineering and design costs which relate directly to the public improvement for which the impact fees were imposed exceed 10 percent of capital costs. Capital costs do not include other noncapital costs to construct, expand or improve public facilities, vehicles, or the costs of equipment to construct, expand or improve public facilities. Wisconsin State Statute does not prohibit or limit the authority of a municipality to finance public facilities by any other means authorized by law, except that the amount of an impact fee imposed by a municipality shall be reduced to compensate for any other costs of a public facilities imposed by the municipality on developers to provide or pay for capital costs.

Revenues from each impact fee that is imposed shall be placed in a separate segregated interest-bearing account and shall be accounted for separately from the other funds of the municipality. Impact fee revenues and interest earned on impact fee revenues may be expended only for the particular capital costs for which the impact fee was imposed, unless the fee is refunded. Impact fees that are not used within 8 years after they are collected to pay the capital costs for which they were imposed shall be refunded to the payer of fees for the property with respect to which the impact fees were imposed, along with any interest that has accumulated.

The creation of an impact fee includes the following key elements:

- Preparation of a public facilities needs assessment to determine that the fee is calculated and applied appropriately.
- Adoption of an impact fees ordinance; and
- Implementation of a public hearing process for the review of the public facilities needs assessment and proposed ordinance.

Impact fees imposed by the adopted ordinance are required by statute to meet the following standards:

- Shall bear a rational relationship to the need for new, expanded or improved public facilities that are required to serve land development.
- May not include amounts for an increase in service capacity greater than the capacity necessary to serve the development for which the fee is imposed.
- May not exceed the proportionate share of the capital costs that are required to serve land development, as compared to existing uses of land within the municipality.

- Shall be based upon actual capital costs or reasonable estimates of capital costs for new, expanded or improved public facilities.
- Shall be reduced to compensate for other capital costs imposed by the municipality with respect to land development to provide or pay for public facilities, including special assessments, special charges, land dedications or fees in lieu of land dedications or any other items of value.
- Shall be reduced to compensate for money received from the federal or state government specifically to provide or pay for the public facilities for which the impact fees are imposed.
- May not include amounts necessary to address existing deficiencies in public facilities.
- May not include expenses for operation or maintenance of a public facility.
- Shall be payable by the developer or the property owner to the municipality in full upon the issuance of a building permit by the municipality. Except as provided in this paragraph, if the total amount of impact fees due for a development will be more than $75,000, a developer may defer payment of the impact fees for a period of 4 years from the date of the issuance of the building permit or until 6 months before the municipality incurs the costs to construct, expand, or improve the public facilities related to the development for which the fee was imposed, whichever is earlier. If the developer elects to defer payment under this paragraph, the developer shall maintain in force a bond or irrevocable letter of credit in the amount of the unpaid fees executed in the name of the municipality. A developer may not defer payment of impact fees for projects that have been previously approved.

III. GROWTH PROJECTIONS

A. Historic and Projected Population and Households

Estimated growth forms the basis for determining how many future developments will be served by the District facility development. The following table illustrates the projected population for the Western Lakes Fire District in Waukesha County. The table shows the anticipated population for the projections through 2040. This study relied on historical population statistics from the U.S. Census Bureau and Wisconsin Department of Administration (WDOA and growth projections of the District of 1.19% annually based on the average annual growth from 2021-2025. The Western Lakes Fire District projects an anticipated population growth from 2025 and 2035 of 6,192 people. This amounts to a 13% population increase in the next 10 years).

Table 3 – 1

Historic and Projected Population - WLFD

Community	2010 Census	2020 Census	2025 Projection	2030 Projection	2035 Projection	% Change 2025 - 2035
City of Oconomowoc	15,526	18,203	20,179	21,410	22,714	13%
Village of Dousman	2,207	2,419	2,711	2,876	3,052	13%
Village of Summit	4,570	4,784	5,361	5,688	6,035	13%
Village of Lac La Belle*	289	281	279	9,653	10,241	13%
Town of Oconomowoc*	8,393	8,836	8,819	0	0	
Town of Ottawa	3,807	3,646	3,641	3,863	4,098	13%
Town of Merton	8,334	8,277	8,293	8,799	9,335	13%
Total District	**43,126**	**46,446**	**49,283**	**52,289**	**55,475**	13%

The following table details historic and projected household information for the Western Lakes Fire District. Household is defined as an occupied "housing unit" defined by the Census Bureau as a house, an apartment, a mobile home, a group of rooms, or a single room that is occupied, or intended for occupancy, as separate living quarters.

Table 3 – 2

Projected Households - WLFD

Community	2010 Census	2020 Census	2025 Projection	2030 Projection	2035 Projection	% Change 2025 - 2035
City of Oconomowoc	6,256	7,298	7,924	8,503	8,856	12%
Village of Dousman	905	1,063	1,166	1,261	1,319	13%
Village of Summit	1,727	1,921	2,040	2,142	2,187	7%
Village of Lac La Belle*	114	119	123	4,238	4,334	8%
Town of Oconomowoc*	3,244	3,672	3,904	0	0	
Town of Ottawa	1,380	1,522	1,605	1,678	1,706	6%
Town of Merton	3,004	3,224	3,513	3,679	3,750	7%
Total District	**16,630**	**18,819**	**20,275**	**21,501**	**22,152**	9%

The projected housing unit growth between 2025 and 2035 is approximately 1,877.

Table 3 – 3

Projected Household Size - WLFD

Community	2010 Census	2020 Census	2025 Projection	2030 Projection	2035 Projection	% Change 2025 - 2035
City of Oconomowoc	2.48	2.38	2.35	2.32	2.31	-2%
Village of Dousman	2.44	2.33	2.31	2.28	2.27	-2%
Village of Summit	2.65	2.53	2.50	2.48	2.46	-2%
Village of Lac La Belle*	2.54	2.44	2.40	2.42	2.40	0%
Town of Oconomowoc*	2.59	2.48	2.45	0.00	0.00	
Town of Ottawa	2.76	2.64	2.61	2.58	2.56	-2%
Town of Merton	2.77	2.66	2.62	2.60	2.58	-2%
Total District	**2.60**	**2.49**	**2.46**	**2.10**	**2.08**	-15%

Source: WDOA – Vintage 2013 and 2024 Projections

*Note*On January 1, 2025 the Village of Lac La Belle and the Town of Oconomowoc merged and became the Village of Lac La Belle.*

B. Non-Residential Projections

Table 3-4 shows the historical and projected land growth by acre between 2024 and 2035, as well as the estimated calculation of that land use growth be square foot over the planning period. Existing non-residential developers are located primarily in the City of Oconomowoc. Development interests in the City of Oconomowoc continue to remain high as residential and non-residential development is pursued within the community. The continued successes in Downtown Oconomowoc and the Pabst Farms development are evidence of this demand. Using the lot coverage ratio of 30% for non-residential properties in the Waukesha County Zoning Code, the estimated projected square footage is as follows:

Table 3 – 4
Projected Non-Residential Square Feet

Land Use	Existing Land Use Acres (2024)	Future Land Use Acres (2035)	Change (2024-2035)	% of Future Land Use	Future New Land Use Square Feet (2035 less 2024)	Projected Square Feet Coverage (30%)
Non-Residential	3,015	4,437	1,422	40%	61,942,320	18,582,696
Residential	21,777	23,881	2,104	60%		
Total	24,792	28,318	3,526	100%		

Sources: *Wisconsin Department of Revenue Annual Assessment report for year 2024. Waukesha County Comprehensive Plan. City of Oconomowoc Comprehensive Plan. Waukesha County Zoning Code.*

Utilizing this projection technique, the District is estimated to add approximately 18.6 million square feet of non-residential structures by the year 2035. This table also details the proportion of public facility development costs which should be attributed to residential and non-residential growth. As detailed, 40% should be allocated to non-residential development and 60% to residential development.

IV. INVENTORY OF EXISTING AND FUTURE DISTRICT FACILITIES

A. Existing Fire District Facilities and Services

Wisconsin Statutes 66.0617 requires that a public facilities needs assessment conducted for the purpose of improving impact fees contain an inventory of all existing facilities and an identification of any existing deficiencies in those facilities. This inventory is used to determine the proportionate share of capital costs for facilities required to serve new development as compared to existing development. The Western Lakes Fire District operates from six stations. The need to replace a facility that is obsolete and is not due to new growth within the district, is not eligible for recovery through impact fees. However, new growth may create the need to relocate a station, expand an existing station, or build a new station to house additional apparatus and personnel. This impact fees analysis considers the adequacy of the existing facilities in terms of the location and the amount of space needed to house the recommended number of personnel and apparatus.

Fire Station 51

Fire Station 51 – Summitt/Pabst Farms is located off of Hwy 67 and Interstate I-94 and was built in 2010. Station 51 is staffed 24 hours a day, 7 day a week with six (6) personnel. This station has the following facilities: full-time offices, kitchen, day room, four part-time rooms, four bathrooms, training classroom, two full-depth bays, two half-depth bays, repairs room, dive team room, workout area, two-story hose tower, and houses nine (9) pieces of apparatus. The station is the current administrative headquarters for the District. Overall, the station is in good condition, however, there is not sufficient office space for all the administrative staff.

Fire Station 52

Fire Station 52 – Dousman is located in the heart of Dousman, along the Glacial Drumlin Trail and is approximately a 10-minute drive from WLFD headquarters. This station has the following facilities: two story "live in" space, upper & lower kitchens, upper & lower bathrooms, training classroom, full-time offices, eight dorm rooms, five intern rooms, three part-time rooms, day room, common room (study room), radio room, and workout area, and houses nine (9) pieces of apparatus. There are five (5) personnel assigned to the station. The station was built in 1993 and is generally in good condition.

Fire Station 53

Fire Station 53 – Oconomowoc was built in 1962 and is located just minutes away from downtown Oconomowoc. The station is in good condition but will need some updates in coming years. This station has the following: kitchen, three (3) intern dorm rooms, three (3) part-time rooms, two (2) bathrooms, day room, workout area, full-time offices, four (4) full-depth bays, repairs room, and a two (2) story hose tower. The station houses nine (9) apparatus pieces and has five (5) personnel assigned.

Fire Station 54

Fire Station 54 – Sullivan is located in downtown Sullivan in Jefferson County and was not part of this study.

Fire Station 55

Fire Station 55 – Okauchee is located in a small downtown area. The station was originally built in 1919 with additions made in 1956, 1978, and 1998 and holds three (3) administrative offices for EMS staff. Crew showers are not near the dorms, which is a concern. The property is likely to have better value than as a fire station although there are deed restrictions to the property that require it to remain as a fire station that may need to be resolved. The station houses six (6) pieces of apparatus and has five (5) personnel assigned.

Fire Station 56

Fire Station 56 – Stone Bank is located in the Town of Merten, and was built in 2003. The station is generally in good condition. The fire fleet maintenance shop has good space and set-up with good ceiling heights for maintenance inside the building. The station houses eight (8) pieces of apparatus and has five (5) personnel assigned.

Table 4-1
Square Feet of Current Stations

	Gen/Admin/Storage/Living	*Apparatus*	*Total*
Fire Station 51 (Pabst Farms)	13,835	5,945	19,780
Fire Station 52 (Dousman/Ottawa)	5,768	7,426	13,194
Fire Station 53 (Oconomowoc)	4,871	5,530	10,401
Fire Station 55 (Okauchee)	10,332	3,708	14,040
Fire Station 56 (Stone Bank)	8,191	9,409	17,600
Total Facility Square Feet	42,997	32,018	75,015

The District employs 187 employees. Of those 187, there are 44 full-time positions which include the following administrative staff: Chief, Assistant Chief, Deputy Chief of Operations, Deputy Chief of EMS, Deputy Chief of Community Risk Reduction, Deputy Chief of Personnel, Deputy Chief of Fleet & Facilities, Deputy Chief of Training, a full-time Human Resource Manager, and a full-time Finance Manager. Additional administrative personnel include a part-time Assistant Chief, a part-time administrative assistant, and a part-time EMS Billing Coordinator.

There are three shifts of full-time employees, currently consisting of 11 sworn full-time personnel each. Operational employees on these shifts work 48 hours on duty, followed by 96 hours off duty. Each shift consists of a Battalion Chief, Captain, two lieutenants, and seven firefighters. In 2024 the District added an additional lieutenant and firefighter/paramedic to each shift for a total of 26 frontline staff per day. The remaining daily staffing for the District consists of 128 part-time or paid on-call employees. Part-time employees work 12- or 24-hour shifts at one of the six District stations, while paid on-call employees carry a pager and respond as needed for surge capacity for larger incidents.

Over the past decade, District call volume has increased an average of 12% per year. In 2017, the District responded to 3,778 calls for fire and/or EMS service. In 2021, the District responded to 6,591 total calls for service, an increase of more than 74% in just four years. This trend is expected to continue as the region and its population continue to grow and develop, with the District expected to see nearly 10,000 calls per year by 2029.

Resource: Western Lakes Fire District Standards of Cover 2024 (2025 Update), Western Lakes Fire District Assessment of Fire/EMS Needs & Funding Options – March 2022

B. Future Fire District Improvements

Facilities

The District currently has 3,298 square feet of administrative office space with all five stations. Currently, this space is sufficient for the existing staff. However, as the District grows, it will be necessary to retain this space for frontline (on-duty) personnel. Given the anticipated increase in call volume, the District will require additional facilities to accommodate this growth. The District has determined that approximately 10,000 square feet in administration offices, conference rooms, and training room space is necessary to meet the demands of the projected call volume by 2035.

The District is considering alternatives for expansion or improvement to the fire protection and emergency medical services facilities. For this study, a new station is being considered to accommodate projected growth in the north side of the District. Two options are being considered. Option (A) would be a 15,000 square foot station and Option (B) would be an 18,750 square foot station. This facility would have preferably a more residential look to blend in with the surrounding residential area.

Service Area

The service area of each facilities improvements will be defined as the entire Western Lakes Fire District. The primary need for the improvement is to serve the significant planned/projected residential and non-residential growth expected in the District. While the majority of this growth is planned for the northern portion of the District, the whole District will benefit from improved fire protection and emergency medical services offered by the new improvements.

C. Service Level Standards and Deficiency/Growth Analysis

The Department has followed industry best-practices and developed a Community Risk Assessment and Standards of Cover Analysis that addresses response system performance and outlines recommendations to improve performance. Included in this Analysis are response time benchmarks for the District. Response time benchmarks are categorized based on the type of incident including the level of risk which the incident presents.

Response time is defined, for the purpose of the Analysis, as from the time of receipt of the 911 call at the Waukesha County Communications 911 Public Safety Answer Point (WCC) to the arrival of the defined resource package that is dispatched.

Part of setting response time performance standards includes defining the number of responders required to accomplish critical tasks required to mitigate an incident. The severity level of the incident generally dictates the critical tasks that need to be accomplished.

Western Lakes Fire District Fire Suppression Response Time Objectives:

- Low Risk Fire Incident: 5 responders within 10 minutes or less, 90% of the time
- Moderate Risk Fire Incident: 15 responders within 16 minutes or less, 90% of the time
- Significant Risk Fire Incident: 22 responders within 25 minutes or less, 90% of the time
- Maximum Risk Fire Incident: 42 responders within 30 minutes or less, 90% of the time

Western Lakes Fire District Emergency Medical Services Response Time Objectives:

- Moderate Risk EMS Incident: 5 responders within 8 minutes or less (initial unit) and 12 minutes (remainder of response force), 90% of the time
- Significant Risk EMS Incident: 6 responders within 8 minutes or less (initial unit) and 12 minutes (remainder of response force), 90% of the time
- Maximum Risk EMS Incident: 8 responders within 8 minutes or less (initial unit) and 15 minutes (remainder of response force), 90% of the time

Western Lakes Fire District Hazardous Materials Response Time Objectives:

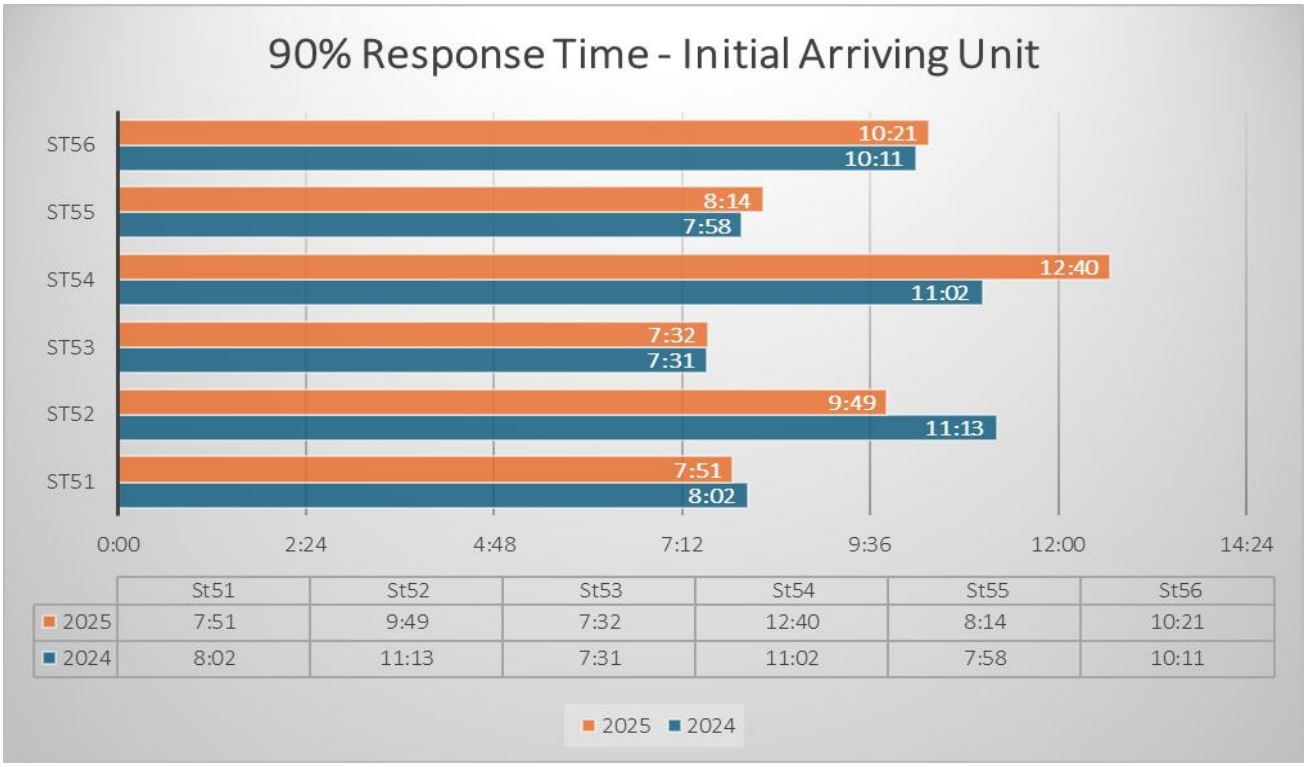
- Low Hazard Hazardous Materials Incident: 3 responders within 10 minutes (initial unit) and 10 minutes (reminder of response force), 90% of the time
- Moderate Hazard Hazardous Materials Incident: 7 responders within 8 minutes (initial unit) and 16 minutes (reminder of response force), 90% of the time
- Significant Risk Hazardous Materials Incident: 8 responders within 8 minutes (initial unit) and 22 minutes (remainder of response force), 90% of the time
- High Hazard Hazardous Materials Incident: 12 responders within 8 minutes (initial unit) and 30 minutes (reminder of response force), 90% of the time

Western Lakes Fire District Technical Rescue Response Time Objectives:

- Low Risk Technical Rescue Incident: 5 responders within 8 minutes (initial unit), 16 minutes (remainder of response force), 90% of the time
- Moderate Risk Rescue Incident: 6 responders within 8 minutes (initial unit), 16 minutes (remainder of response force), 90% of the time
- Significant Risk Technical Rescue Incident: 12 responders within 8 minutes (initial unit), 16 minutes (reminder of response force), 90% of the time
- Maximum Risk Technical Rescue Incident: 12 responders within 8 minutes (initial unit), 30 minutes (remainder of response force), 90% of the time

Western Lakes Fire District recently transitioned to a new records management system used for incident reporting and tracking response time performance. Current response time goals of the Western Lakes Fire

District, as detailed above, are between eight and ten minutes. Data for 2024 and 2025 demonstrates that the District exceeds its response time goals in Station 52, Station 54, and Station 56's response areas.



	St51	St52	St53	St54	St55	St56
2025	7:51	9:49	7:32	12:40	8:14	10:21
2024	8:02	11:13	7:31	11:02	7:58	10:11

Deficiency/Growth Analysis

Wisconsin Statutes, Section 66.0617 requires a public facilities needs assessment that identifies deficiencies in existing facilities. Specifically, Section 66.0617 (6) (b) restricts impact fees to recovering only the proportionate share of facility costs attributable to serving new development. Accordingly, the portion of new fire station facility costs associated with correcting existing deficiencies must be distinguished from the portion attributable to accommodating new development.

Service level standards for fire station facilities are determined by the amount of facility space necessary to provide an appropriate level of service. For this needs assessment the service level used was square feet of facility space per 1,000 population. The service level standard was calculated based on the size of the planned facility and the projected 2035 population. Office, administrative, storage and living quarters were analyzed separately from apparatus storage, because the amount of space needed for these two types of space is based on different factors.

As shown in Table 4-2, a new facility with 15,000 square feet (Option A) will provide a total amount of office, administrative storage and living quarters of 52,997 square feet. The total projected staffing for 2035 includes up to 31 on-duty personnel. Therefore, the total stations together will provide 1,710 square feet of General/Administrative/Storage/Living Quarters per on-duty personnel. With the new facility, the total amount of apparatus bays will be 37,018 square feet. The proportionate share needed to serve future growth was determined on the basis of anticipated future population of 55,475 by 2035. This would provide approximately 667 square feet of apparatus storage space per 1,000 population served.

These design standards were applied to the current Department staffing level and current District population to quantify the existing facility space deficiencies. Applying the design standard of 1,710 square feet of General/Administrative/Storage/Living Quarter per on-duty personnel to the current 26 on-duty personnel yields a design standard of approximately 44,449 square feet of space to meet the current needs. The existing square feet of General/Administrative/Storage/Living Quarter is approximately 42,997, resulting in a net deficiency of 1,452 square feet of General/Administrative/Storage/Living Quarter. Applying the design standard of 667 square feet per 1,000 population to the 2025 population of 49,283 yields a design standard of 32,886 square feet. The existing square feet of apparatus storage space is approximately 32,018, which results in a net deficiency of 868 square feet. Therefore, the total existing deficiency would be 2,320 square feet and the proportionate share of the new 15,000 square foot facility to serve new development would be approximately 12,680 square feet or 85 percent.

Table 4-2

Option (A) – 15,000 square foot New Facility

Design Standard

Stations	General/Administrative/Storage/Living Quarters
Station 51	13,835
Station 52	5,768
Station 53	4,871
Station 55	10,332
Station 56	8,191
New Station	10,000
Total	52,997
Total Recommended On-Duty Personnel	31
Facility Space per On-Duty Employee	1,710

Stations	Apparatus Bays
Station 51	5,945
Station 52	7,426
Station 53	5,530
Station 55	3,708
Station 56	9,409
New Station	5,000
Total	37,018
Est. Population Served (by 2035)	55,475
Facility Space per On-Duty Employee	667

Existing Deficiency

General/Administrative/Storage/Living Quarters:	
Current Frontline Personnel per day	26
Design Standard (SF/Employee)	1,710
Design Space Allocated to Current Needs (SF)	44,449
Less: Existing Space (SF)	42,997
Net Deficiency/(Excess) in General/Administrative/Storage/Living Space (SF)	1,452
Apparatus/Equipment Storage:	
2025 Population	49,283
Design Standard (SF / 1,000 Population)	667
Design Space Allocated to Serving Current Population (SF)	32,886
Less: Existing Space (SF)	32,018
Net Deficiency in Apparatus/Equipment Storage Space (SF)	868

Existing Deficiency	**2,320**	
New Station Space	15,000	
Space Allocated to Existing Deficiencies	2,320	
Proportionate Share to Serve Future Development	12,680	85%

Table 4-3 applies the same design standards to Option (B) – 18,750 square foot new facility. In this scenario the total existing deficiency would be 5,652 square feet and the proportionate share of the new 18,750 square foot facility to serve new development would be approximately 13,098 square feet or 70 percent.

Table 4-3
Option (B) – 18,750 square foot New Facility
Design Standard

Stations	General/Administrative/Storage/Living Quarters
Station 51	13,835
Station 52	5,768
Station 53	4,871
Station 55	10,332
Station 56	8,191
New Station	10,000
Total	52,997
Total Recommended On-Duty Personnel	31
Facility Space per On-Duty Employee	1,710

Stations	Apparatus Bays
Station 51	5,945
Station 52	7,426
Station 53	5,530
Station 55	3,708
Station 56	9,409
New Station	8,750
Total	40,768
Est. Population Served (by 2035)	55.475
Facility Space per On-Duty Employee	735

Existing Deficiency

General/Administrative/Storage/Living Quarters:	
Current Frontline Personnel per day	26
Design Standard (SF/Employee)	1,710
Design Space Allocated to Current Needs (SF)	44,449
Less: Existing Space (SF)	42,997
Net Deficiency/(Excess) in General/Administrative/Storage/Living Space (SF)	1,452
Apparatus/Equipment Storage:	
2025 Population	49,283
Design Standard (SF / 1,000 Population)	735
Design Space Allocated to Serving Current Population (SF)	36,218
Less: Existing Space (SF)	32,018
Net Deficiency in Apparatus/Equipment Storage Space (SF)	4,200

Existing Deficiency	**5,652**	
New Station Space	18,750	
Space Allocated to Existing Deficiencies	5,652	
Proportionate Share to Serve Future Development	13,098	70%

V. ALLOCATION OF COSTS

A. Capital Costs

The District has not yet conducted an architectural analysis for each option; McMahon estimates a range of $300/square foot to $400/square foot for a new station. For the purpose of this study, the higher range was used for each option.

Wisconsin Statute 66.0617 states that an impact fee may not include amounts necessary to address existing deficiencies in public facilities. Therefore, based on the analysis in Table 4-2, 85% of the new facility of 15,000 square feet of space required represents capacity to serve future development through 2035. Based on the analysis in Table 4-3, 70% of the new facility of 18,750 square feet of space required represents capacity to service future development through 2035. Table 5-1 below illustrates a 15,000 square foot new station on the north side of the District. The total estimated cost would be $6,600,000 and $5,610,000 is the proportionate share of the cost that the District may recover from new development. Table 5-2 illustrates a 18,750 square foot new station. The total estimated cost would be $8,250,000 and $5,775,000 is the proportionate share of the cost that the District may recover from new development.

Table 5 – 1

New Station – Option A

	Total Estimated Costs	Impact Fee Applied Costs
New Fire Station – Option A		85% eligible
15,000 SF facility Assumptions – no additional land costs	$6,000,000	$5,100,000
Subtotal	$6,000,000	$5,100,000
Planning, Design, Engineering, Legal, Contingency (10% total)	$ 600,000	$ 510,000
Total	**$6,600,000**	**$5,610,000**

Table 5 – 2

New Station – Option B

	Total Estimated Costs	Impact Fee Applied Costs
New Fire Station – Option B		70% eligible
18,750 SF facility Assumptions – no additional land costs	$7,500,000	$5,250,000
Subtotal	$7,500,000	$5,250,000
Planning, Design, Engineering, Legal, Contingency (10% total)	$ 750,000	$ 555,000
Total	**$8,250,000**	**$5,775,000**

B. Fire Station Impact Fee

The proportion of costs allocated to each land use category can be calculated using several methods, and two options are offered here for consideration. In order to comply with Wisconsin Statutes Section 66.0617 (6), and in the absence of a model to predict the number of fire service calls generated by specific land use types, costs were allocated based on the amount of development being added to the District by 2035 using growth projections in Section III of this analysis.

Table 5 – 3

Impact Fee Calculation – Residential

Total Estimated Capital Facility Cost-Impact Fee Eligible – Option A	$5,610,000
Share of Residential Growth as a percentage of Total Future Growth (Table 3-4)	60%
Share of Facility Costs Attributed to Residential Growth	$3,366,000
Future Housing Units Growth: 2025 – 2035	1,877
Impact Fee per Residential Unit	**$ 1,793.29**

The projected impact fee for new residential housing units for Option A is calculated to be $ 1,793.29. This would be the fee charged to new single family and two-family residential development in the defined Western Lakes Fire District area. Should multi-family development (i.e. three or more units per structure) occur, half of the per unit impact fee shall be applied to each multi-family unit. This distribution of per unit costs for multi-family structures is deemed proportionate to one another and therefore equitable.

Total Estimated Capital Facility Cost-Impact Fee Eligible – Option B	$5,775,000
Share of Residential Growth as a percentage of Total Future Growth (Table 3-4)	60%
Share of Facility Costs Attributed to Residential Growth	$3,465,000
Future Housing Units Growth: 2025 – 2035	1,877
Impact Fee per Residential Unit	**$ 1,846.03**

The projected impact fee to be applied to new residential housing units for Option B is calculated to be $ 1,846.03 and would be allocated to other residential uses as explained above.

Table 5 – 4

Impact Fee Calculation for Non-Residential Development

Total Estimated Capital Facility Cost-Impact Fee Eligible – Option A	$5,610,000
Proportion of Total Future Growth Attributable to Non-Residential Development (Table 3-4)	40%
Proportion of Capital Facility Cost Attributable to Non-Residential	$2,244,000
Projected Non-Residential Square Footage Growth: 2025-2035 18,582,696	
Impact Fee per New Non-Residential Square Foot	**$0.1208**

Total Estimated Capital Facility Cost-Impact Fee Eligible – Option B	$5,775,000
Proportion of Total Future Growth Attributable to Non-Residential Development (Table 3-4)	40%
Proportion of Capital Facility Cost Attributable to Non-Residential	$2,310,000
Projected Non-Residential Square Footage Growth: 2025-2035 18,582,696	
Impact Fee per New Non-Residential Square Foot	**$0.1243**

C. Effect of Impact Fee on Housing Affordability

The total draft impact fee for future capital facility costs is estimated at $1,793.29 for Option A for each new residential unit within the fire district service area and $1,846.03 for Option B. The following table assesses the effect of this fee on housing affordability. Although fire station impact fees would also be charged to new non-residential development, analysis of the impact on affordability is not required.

Table 5 – 5

Effect of Impact Fees on Housing Affordability – Option A

Waukesha County	Calculations	Data Sources and Assumptions
Median Housing Value	$ 590,000	Realtor.com data
Estimated Housing Mortgage	$ 531,000	Assumes median housing value less 10% for down payment
Annual Housing Cost:		
Annual Mortgage Payment (Est.)	$ 40,275	30 year mortgage at 6.50% interest
Property Taxes (Est.)	$ 6,189	2024 average mill rate = $10.49/1,000
Insurance (Est.)	$ 1,172	Average cost in WI in 2024
Total Annual Housing Cost	**$ 47,636**	WRA Mortgage Calculator
Median Household Income (2023)	$ 134,408	2020 ACS-Census Data (data.census.gov)
Total Cost of Housing as a % of Income (Est.)	35.4%	
Impact Fee	$ 1,793.29	
Median Housing Value + Impact Fee	$ 591,793	
Annual Mortgage Payment w/Impact Fee	$ 40,392	6.50% interest over 30 years
Annual Housing Cost w/Taxes, Insurance & Fee	$ 47,753	
% Increase in Annual Costs	**.25%**	
Total Cost of Housing as a % of Income	**35.53%**	Revised cost with Impact Fee

Effect of Impact Fees on Housing Affordability – Option B

Waukesha County	Calculations	Data Sources and Assumptions
Median Housing Value	$ 590,000	Realtor.com data
Estimated Housing Mortgage	$ 531,000	Assumes median housing value less 10% for down payment
Annual Housing Cost:		
Annual Mortgage Payment (Est.)	$ 40,275	30 year mortgage at 6.50% interest
Property Taxes (Est.)	$ 6,189	2024 average mill rate = $10.49/1,000
Insurance (Est.)	$ 1,172	Average cost in WI in 2024
Total Annual Housing Cost	**$ 47,636**	WRA Mortgage Calculator
Median Household Income (2023)	$ 134,408	2020 ACS-Census Data (data.census.gov)
Total Cost of Housing as a % of Income (Est.)	35.4%	
Impact Fee	$ 1,846.03	
Median Housing Value + Impact Fee	$ 591,846	
Annual Mortgage Payment w/Impact Fee	$ 40,404	6.50% interest over 30 years
Annual Housing Cost w/Taxes, Insurance & Fee	$ 47,765	
% Increase in Annual Costs	**.27%**	
Total Cost of Housing as a % of Income	**35.54%**	Revised cost with Impact Fee

VI. IMPLEMENTATION

In calculating the appropriate impact fees, the following analyses were conducted:

- In accordance with Section 66.0617, Wisconsin Statutes, an inventory of existing District facilities was completed, including the identification of deficiencies in the quantity or quality of those facilities.
- Future conditions within the District were projected.
- Required new public facilities, as well as improvements or expansions to existing facilities, were identified.
- Service level standards were established.
- Estimated costs of projects identified by the District were proportionately allocated to those facilities that are projected to serve new development through 2035.
- The potential impact of the proposed impact fee on housing affordability was evaluated.

A. Adoption of an Impact Fee Ordinance

Section 66.0617, Wisconsin Statutes, requires that the following procedures take place before adoption of a local impact fee ordinance affecting new development:

1. Prepare a public facilities needs assessment for the facilities for which impact fees are anticipated. The needs assessment must include:

   - An inventory of existing public facilities, including identification of current deficiencies in those facilities for which impact fees may be imposed.

   - Identification of new public facilities, or improvements or expansions to existing facilities, required as a result of new development, or identification of excess capacity in existing facilities used by new development. This analysis must be based on clearly defined service levels and standards.

   - A detailed estimate of the capital costs associated with providing or constructing the new, improved, or expanded public facilities, including an assessment of the cumulative impact of all proposed and existing impact fees on the availability of affordable housing within the municipality.

2. A Class 1 notice public hearing notice must be published on the proposed ordinance, specifying where copies of the public facilities needs assessment and proposed ordinance may be obtained.

3. Conduct a public hearing to adopt or amend an Impact Fee ordinance. The public facilities needs assessment shall be available for public review for a minimum of 20 days prior to the hearing date.

B. Fee Collection

Impact fees may be imposed on persons who develop land. “Development” in the Statute is defined as the creation of additional residential dwelling units that generate the need for new, expanded, or improved public facilities. Development may include the construction of a new residential building, as well as the remodeling or expansion of a current building when such changes result in a use that places greater demand on fire services than the prior land use.

Impact fees collected must reduce other capital costs imposed by the municipality to provide or fund public facilities necessitated by new land development. Additionally, in the event that a developer dedicates land, constructs facilities, or otherwise contributes items of value in lieu of paying an impact fee, the District would be required to reduce the impact fee on a proportionate basis.

Impact fees may not be collected until a building permit is issued. However, Section 66.0617(6)(g) of Wisconsin Statutes now requires that when total impact fees imposed on a development exceed $75,000, the municipality must allow the developer to defer payment for up to four years or until six months prior to the municipality incurring costs to construct the facility for which the fees are imposed, whichever occurs first. During the deferral period, the developer is required to maintain a bond or an irrevocable letter of credit equal to the amount of the unpaid fees.

In addition, Wisconsin Statutes 66.0617(7r) states as follows: "At the time that the municipality collects an impact fee, it shall provide to the developer from which it received the fee an accounting of how the fee will be spent."

C. Management of Impact Fees

Any impact fee collected must be deposited into a segregated account. Both the impact fees collected and any interest earned on those funds may be used only to finance the fire facilities in question. Impact fee revenues may be applied directly to project costs (including engineering, construction, legal and other applicable costs) or used to pay debt service on bonds issued to finance eligible capital projects.

To ensure that impact fees are not used to fund more than the proportionate share of capital costs attributable to new development, the public facilities needs assessment should be referenced when determining the amount of impact fee revenue applied to a specific facility. If a project is modified from what is identified in the needs assessment, it may be necessary to review and update both the needs assessment and the impact fee ordinance.

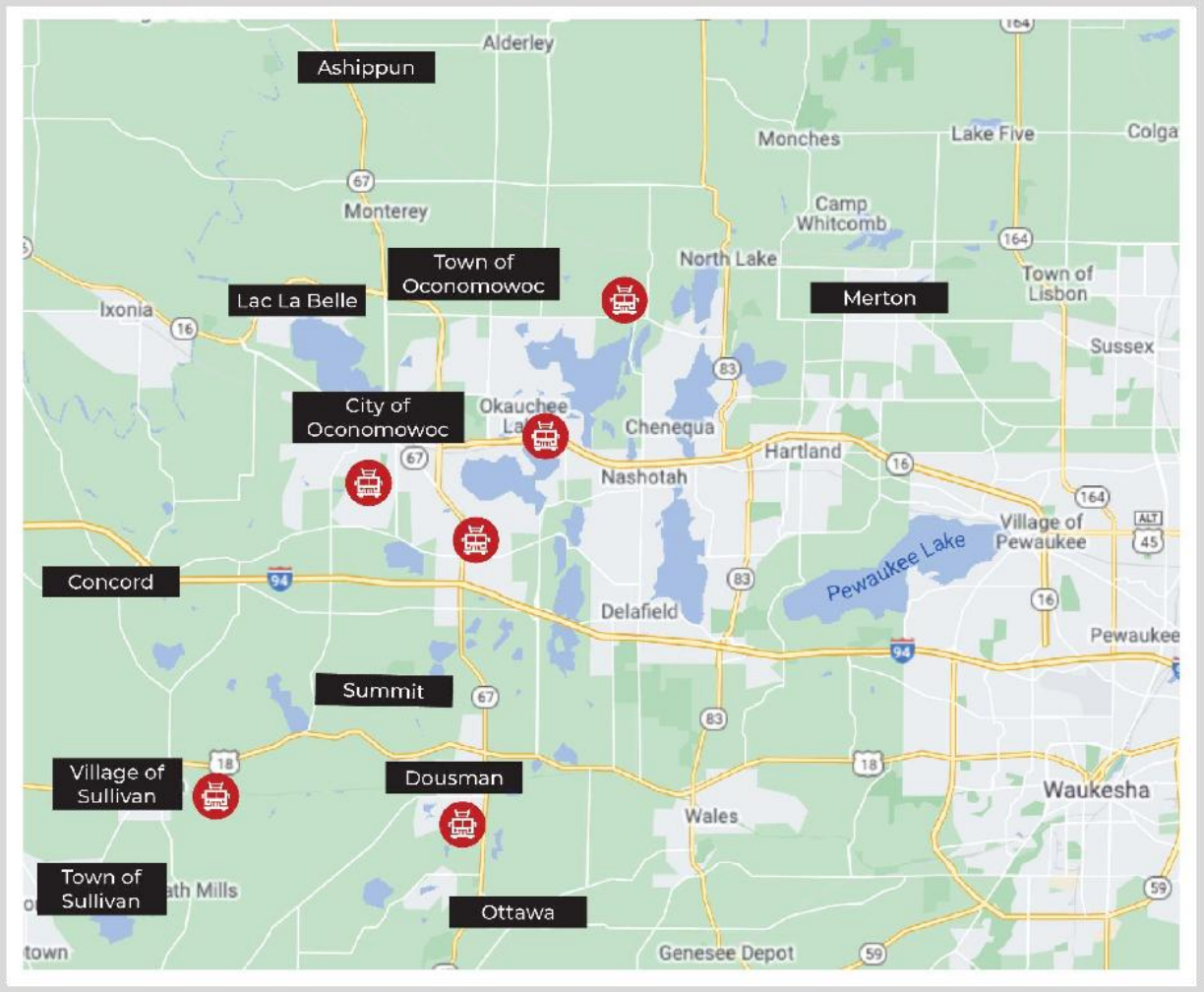
Section 66.0617 (9) also provides for the refund of impact in certain circumstances, stating as follows: "… impact fees that are not used within 8 years after they are collected to pay the capital costs for which they were imposed shall be refunded to the payer of fees for the property with respect to which the impact fees were imposed, along with any interest that has accumulated… For purposes of the time limits in this subsection, an impact fee is paid on the date a developer obtains a bond or irrevocable letter of credit in the amount of the unpaid fees executed in the name of the municipality…"

To ensure compliance with the above time limits and to confirm that impact fees are properly applied to the projects identified in the public facilities needs assessment, the District should maintain records of impact fee collections that includes, at a minimum, property owner's name(s) at the time of payment, payment date, tax ID number, number of units, fee per unit, and impact fee paid. Furthermore, the District should also track project costs that are funded with impact fees, including project year, project description, and the total project costs referenced above, the portion of the project cost financed with impact fees, and details of the debt which will be funded through impact fees.

APPENDIX A

Project Location Maps & Project Layout

Appendix A – Map-Fire Stations and Service Area



MEMORANDUM

ADMINISTRATION

Date: June 16, 2026

To: Mayor and Common Council

From: Mark Frye, City Administrator

Re: Consider/act on Memorandum of Understanding Regarding Fire Facilities Impact Fees and Cost Sharing

RELATES TO THE STRATEGIC PLAN

I. Provide a Safe and Secure Community
   B. Provide Quality Fire and EMS Service
      1. Evaluate Fire District Future Facilities Needs

BACKGROUND

From Chief Brad Bowen:

The purpose of this MOU is to:

- Establish a shared understanding and framework for the collection, transfer, management, and use of fire protection impact fees related to the construction of a new District fire station identified in the Impact Fee Study; and
- Clarify the distinction between (a) the fifteen percent (15%) of project cost attributable to existing deficiencies to be funded by the Municipalities under their existing intermunicipal cost-sharing formula, and (b) the eighty-five percent (85%) of project cost attributable to new development and funded through impact fees.

ADDITIONAL ANALYSIS

Although each community must approve and collect the impact fees individually, the funds are transferred to WLFD to use towards the cost of the District's new station. The City cannot collect fees for ourselves as the determined need for the fees is driven by growth throughout the district.

FINANCIAL IMPACT

No Municipal Split of the 85% Impact Fee Share

- The Municipalities agree that the 85% of project costs attributable to new development will not be apportioned among the Municipalities according to any population, equalized value, or other formula; instead, such portion will be funded collectively from impact fees generated by new development throughout the District's service area.
- The parties expressly acknowledge that:

- The new station is required due to aggregate development across all Municipalities; and
- The direct linkage required by Wisconsin Statutes § 66.0617 is between new development and the need for increased facility capacity, rather than between any particular Municipality and a specific portion of the impact-fee-funded cost.

Municipal Share of the 15% Existing Deficiency Portion

- The Municipalities agree that the fifteen percent (15%) of project cost attributable to existing deficiencies will be allocated and funded in accordance with the capital cost-sharing provisions of the Amended and Restated Inter-Municipal Agreement for the Governance and Operation of the Western Lakes Fire District ("WLFD IGA") in effect at the time project financing is approved.
- The District shall invoice each Municipality for its share of the 15% portion, and the Municipalities agree to pay their respective shares in a timely manner, either on a pay-as-you-go basis, through participation in District-issued debt, or through such other mutually agreed method as may be set forth in or consistent with the intermunicipal agreement. Each Municipality must pay its share of the 15% portion within the time required by the capital cost-sharing provisions of the WLFD IGA.

RECOMMENDATION

Staff recommend approval of the Memorandum of Understanding regarding fire facilities impact fees and cost sharing

SUGGESTED MOTION

Motion to Approve the Memorandum of Understanding.

Z:\City Administrator\WLFD\Impact Fee Study 2025\Council 06162026\Memorandum of Understanding\Background Memo for Memorandum of Understanding Regarding Fire Facilities Impact Fees and Cost Share 06162026.docx

WESTERN LAKES FIRE DISTRICT

1400 Oconomowoc Parkway, Oconomowoc, WI 53066

Phone: 262-567-8282 Email: info@westernlakesfd.org

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF OCONOMOWOC, VILLAGE OF SUMMIT, VILLAGE OF DOUSMAN,
VILLAGE OF LAC LA BELLE, TOWN OF OTTAWA, TOWN OF MERTON,
TOWN OF OCONOMOWOC, AND WESTERN LAKES FIRE DISTRICT
REGARDING FIRE STATION IMPACT FEES AND COST SHARING

This Memorandum of Understanding ("MOU") is entered into by and between the City of Oconomowoc, Village of Summit, Village of Dousman, Village of Lac La Belle, Town of Ottawa, Town of Merton, and Town of Oconomowoc (collectively, the "Municipalities") and the Western Lakes Fire District (the "District").

Recitals

- The District provides fire protection and emergency medical services to the Municipalities through a joint fire district arrangement and currently operates multiple fire stations serving the Municipalities as a single, integrated service area.
- The Municipalities commissioned a joint Public Facilities Needs Assessment and Impact Fee Study dated March 30, 2026, prepared by McMAHON Associates, Inc. (the "Impact Fee Study"), to determine fire station development needs and appropriate impact fees in accordance with Wisconsin Statutes § 66.0617.
- The Impact Fee Study identifies the need for an additional fire station within the District to meet increasing service demands driven by new residential, commercial, and industrial development occurring within the Municipalities collectively, and not attributable to any single municipality.
- The Impact Fee Study identifies a current facility space deficiency of approximately fifteen percent (15%), meaning that eighty-five percent (85%) of the cost of the future fire station is attributable to serving new development and is eligible to be funded with impact fees under Wisconsin Statutes § 66.0617.
- Each Municipality intends to adopt or maintain a fire protection impact fee ordinance consistent with Wisconsin Statutes § 66.0617 and the Impact Fee Study and to collect impact fees from new development within its jurisdiction for the purpose of funding the District's future fire station.

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

1. Purpose

The purpose of this MOU is to:

- Establish a shared understanding and framework for the collection, transfer, management, and use of fire protection impact fees related to the construction of a new District fire station identified in the Impact Fee Study; and
- Clarify the distinction between (a) the fifteen percent (15%) of project cost attributable to existing deficiencies to be funded by the Municipalities under their existing intermunicipal cost-sharing formula, and (b) the eighty-five percent (85%) of project cost attributable to new development and funded through impact fees.

2. Joint Nature of the Impact Fee Study and Service Area

1. The Municipalities acknowledge and agree that the Impact Fee Study was conducted for the District's Waukesha County service area as a whole, and that the District's existing and future stations are planned, located, and staffed to serve all participating Municipalities collectively.
2. The parties agree that the need for the additional fire station arises from cumulative new development across all Municipalities, and that station siting within any one municipality does not alter the joint nature of the benefit or the cost responsibility described in this MOU.

3. Impact Fee Imposition by Municipalities

1. Each Municipality agrees to adopt and maintain an impact fee ordinance for fire protection facilities consistent with Wisconsin Statutes § 66.0617 and the methodologies and fee levels set forth in the Impact Fee Study, as such fees may be amended from time to time by mutual agreement.
2. Impact fees shall be imposed on new residential, commercial, and industrial development as defined in Wisconsin Statutes § 66.0617 and the applicable municipal ordinances, and collected at the time of building permit issuance or as otherwise permitted by law (including any authorized deferral mechanisms).

4. Transfer of Collected Impact Fees to the District

1. In accordance with Wisconsin Statutes § 66.0617 and this MOU, each Municipality shall remit to the District one hundred percent (100%) of fire protection impact fees collected for the new station project, together with any accrued interest held by the Municipality, on a mutually agreed upon schedule, at least annually on or before January 15, impact fees collected and interest earned from the prior year.
    1. The initial transfer of collected impact fees and accrued interest from the Municipalities to the District will occur on or before January 15, of the year initial costs of the new station occurs. This year will be determined during the District's budget approval process, based on the Municipalities' approval to proceed with the building construction project.
    2. Once the initial payment is made to the District, the Municipalities will annually transfer the collected impact fees and accrued interest from the prior calendar year to the District on or before January 15. This transfer of collected impact fees and accrued interest will be used by the District to make the annual debt payment for the new station.
2. With each remittance, the Municipality shall provide a summary identifying, at a minimum, the property, payer, date of payment, amount of impact fee, land use category (residential or non-residential), and any other data reasonably requested by the District to comply with statutory accounting and refund requirements.

5. Segregated Impact Fee Account

1. The District shall deposit all impact fees received pursuant to this MOU into one or more segregated, interest-bearing accounts dedicated solely to eligible capital costs of the new fire station project, consistent with Wisconsin Statutes § 66.0617(9).

2. The District shall maintain records of all impact fee revenues and interest, and all expenditures of such funds, sufficient to demonstrate that:
    - No more than the proportionate share of capital costs attributable to new development (85%) is funded with impact fees; and
    - Funds are used within applicable statutory time limits or refunded as required by law.

6. Allocation of Project Costs: Existing Deficiency (15%) vs. New Development (85%)

1. The parties acknowledge the Impact Fee Study's determination that approximately fifteen percent (15%) of the new station's cost is attributable to correction of existing facility deficiencies, and therefore may not be funded with impact fees under Wisconsin Statutes § 66.0617.
2. The remaining eighty-five percent (85%) of the new station's capital cost (including eligible planning, design, engineering, and legal expenses) is attributable to serving new development and is intended to be funded from impact fees generated by such development.
3. At the time of construction or project financing, the District shall allocate:
    - Fifteen percent (15%) of the total project cost to the Municipalities in accordance with the cost-sharing formulas set forth in the District's current intermunicipal agreement for capital projects; and
    - Eighty-five percent (85%) of the total project cost to be funded from the segregated impact fee account(s) and/or debt to be repaid from future impact fees, as described in Section 7.

7. Financing Options for the Impact Fee-Funded Share (85%)

1. The District may, with Municipal consent as required by applicable agreements and law, finance all or a portion of the 85% impact-fee-eligible share of project costs through:
    - Conventional borrowing from a financial institution; or
    - An internal loan or interfund borrowing arrangement from the City of Oconomowoc or another Municipality, subject to mutually agreed terms.
2. If a Municipality elects to provide such financing, the parties may structure repayment so that:
    - Annual debt service is paid from impact fees and associated interest received in a given year; and
    - There is no fixed annual repayment amount, provided that the loan terms comply with applicable law and are documented in a separate financing agreement approved by the governing bodies.
3. Regardless of the financing mechanism, all impact fees and related interest shall be applied solely toward repayment of the impact-fee-eligible share (85%) of the project's capital costs, consistent with Wisconsin Statutes § 66.0617.

8. No Municipal Split of the 85% Impact Fee Share

1. The Municipalities agree that the 85% of project costs attributable to new development will not be apportioned among the Municipalities according to any population, equalized value, or other formula; instead, such portion will be funded collectively from impact fees generated by new development throughout the District's service area.
2. The parties expressly acknowledge that:
    - The new station is required due to aggregate development across all Municipalities; and
    - The direct linkage required by Wisconsin Statutes § 66.0617 is between new development and the need for increased facility capacity, rather than between any particular Municipality and a specific portion of the impact-fee-funded cost.

9. Municipal Share of the 15% Existing Deficiency Portion

1. The Municipalities agree that the fifteen percent (15%) of project cost attributable to existing deficiencies will be allocated and funded in accordance with the capital cost-sharing provisions of the Amended and Restated Inter-

Municipal Agreement for the Governance and Operation of the Western Lakes Fire District ("WLFD IGA") in effect at the time project financing is approved.

2. The District shall invoice each Municipality for its share of the 15% portion, and the Municipalities agree to pay their respective shares in a timely manner, either on a pay-as-you-go basis, through participation in District-issued debt, or through such other mutually agreed method as may be set forth in or consistent with the intermunicipal agreement. Each Municipality must pay its share of the 15% portion within the time required by the capital cost-sharing provisions of the WLFD IGA.

10. Accounting, Reporting, and Compliance

1. The District shall provide the Municipalities with annual (or more frequent, if requested and reasonable) reports summarizing:
    - Impact fee revenues received from each Municipality;
    - Interest earned on impact fee balances;
    - Expenditures of impact fee funds on the new station project; and
    - Any amounts refunded or subject to refund under Wisconsin Statutes § 66.0617(9).
2. The District and Municipalities shall cooperate to ensure compliance with:
    - All procedural and substantive requirements of Wisconsin Statutes § 66.0617, including public hearing, accounting, and refund provisions; and
    - The assumptions and allocations set forth in the Impact Fee Study, as it may be updated from time to time.

11. Non-Binding Policy Framework; Future Agreements

1. This MOU is intended as a policy framework and expression of mutual intent between the Municipalities and the District; it does not by itself authorize debt issuance, levy authority, or specific contractual obligations for borrowing, which must be approved by the respective governing bodies in accordance with applicable law.
2. The parties anticipate that more detailed intergovernmental or financing agreements may be required to implement specific borrowing arrangements, debt service schedules, or amendments to the District's intermunicipal agreement, and agree to negotiate such agreements in good faith consistent with this MOU.

12. Term, Amendment, and Withdrawal

1. This MOU shall become effective upon approval by the governing body of each Municipality and the District Board, and execution by the duly authorized representatives of each party.
2. This MOU may be amended only by a written document approved and executed by all parties.
3. A Municipality may withdraw from this MOU only in a manner consistent with the terms of the District's intermunicipal agreement; provided, however, that such withdrawal shall not impair the rights of bondholders, lenders, or other creditors, nor alter the lawful use of impact fees already collected.

13. Miscellaneous

1. Nothing in this MOU is intended to conflict with or supersede Wisconsin Statutes § 66.0617 or other applicable law; in the event of a conflict, state law shall control.
2. Nothing herein shall be construed to limit any Municipality's or the District's authority to adopt, amend, or repeal ordinances or intergovernmental agreements, except to the extent necessary to honor existing contractual obligations and statutory requirements.
3. The several sections of this MOU are declared to be severable. If any section or portion thereof shall be declared by a court of competent jurisdiction to be invalid, unlawful, or unenforceable, such decision shall apply only to the specific section or portion thereof directly specified in the decision, and shall not affect the validity of any

other provisions, sections or portions thereof of the ordinance. The remainder of the MOU shall remain in full force and effect.

14. Effective Date.

1. This MOU shall take effect immediately upon signature by all respective parties.

IN WITNESS WHEREOF, the parties have caused this Memorandum of Understanding to be executed by their duly authorized representatives on the dates indicated below.

Dated this___day of_June, 2026

TOWN OF OTTAWA

_____
Cheryl Rupp, Town Chairman

ATTEST:

_____
Lori Geyman, Town Clerk/Treasurer

Dated this___day of_June, 2026

VILLAGE OF DOUSMAN

_____
Cindy Queen, Village President

ATTEST:

_____
John Roth, Village Administrator/Clerk/Treasurer

Dated this___day of_June, 2026

VILLAGE OF SUMMIT

_____
Jack Riley, Village President

ATTEST:

_____
Debra Michael, Village Administrator-Clerk/Treasurer

Dated this 16th day of June, 2026

CITY OF OCONOMOWOC

Matthew Rosek, Mayor

ATTEST:

Gina Kozlik, City Clerk

Dated this____day of June , 2026

TOWN OF MERTON

Tim Klink, Town Chairman

ATTEST:

Donna Hann, Town Clerk

Dated this____day of June , 2026

WESTERN LAKES FIRE DISTRICT

George A. Morris, President

ATTEST:

Bradley R. Bowen, Fire Chief