

Office of the Clerk/Treasurer

W240N3065 Pewaukee Road
Pewaukee, WI 53072
(262) 691-0770 Fax 691-1798

**COMMON COUNCIL
MEETING NOTICE AND AGENDA**

Monday, January 21, 2019

7:00 PM

Common Council Chambers ~ Pewaukee City Hall
W240 N3065 Pewaukee Road ~ Pewaukee, Wisconsin

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1. Call to Order and Pledge of Allegiance
 2. Public Comment - Please limit your comments to two (2) minutes, if further time for discussion is needed please contact your District Alderperson prior to the meeting.
 3. Consent Agenda
 - 3.1. Approve Common Council Meeting Minutes Dated December 3, 2018
 - 3.2. Approval of the Common Council Meeting Minutes Dated January 7, 2019
 - 3.3. Approval of Accounts Payable Listings
 - 3.4. Approval of Bartender License
 - 3.5. Concur with the Plan Commission (12/20/2018) and Approve **Ordinance 19-01** (*Second Reading*) Revising Chapter 14 Building and Mechanical Code
 - 3.6. Concur with the Plan Commission (12/20/2018) and Approve **Ordinance 19-02** (*Second Reading*) Revising Chapter 17 Zoning Code
 - 3.7. Concur with the Plan Commission (1/17/2019) and Approve **Ordinance 19-03** (*Second Reading*) Rezoning Property Located at N37 W26991 Kopmeier Drive (PWC 0894-976) From F-1 Floodplain District to Rs-7 Single-Family Residential for the Purpose of Properly Identifying Areas That Do Not Reside Within the 100 Year Floodplain at the Request of Dan & Nicole Ladwig
 - 3.8. Concur with the Plan Commission (12/20/2018) and Approve **Ordinance 19-05** (*Second Reading*) to Rezone the Property Located on Bluemound Road (PWC 0928-980) From A-2 Agricultural to Rs-6 Single-Family Residential for the Purpose of Creating a 24 Lot Single-Family Development Known as Cardinal Meadow at the Request of Pauline S. Hurst
 - 3.9. Concur with the Plan Commission (12/20/18) and Approve the Preliminary Plat for the Proposed 24 Lot Single-Family Subdivision Known As Cardinal Meadow Located on Bluemound Road (PWC 0928-980) [N. Fuchs]
 4. Update Related to Deer Management Activities [S. Klein]
 5. Discussion and Possible Action Regarding **Ordinance 19-07** (*First Reading*) Revising Chapter 6 Public Peace and Good Order, Specifically Related to Weapons Discharge and Safety [J. Kara]

6. Discussion and Possible Action to Authorize the Wastewater Capacity Study of the Proposed Lake Country Commons Development Project [J. Weigel]
7. Public Comment - Please limit your comments to two (2) minutes, if further time for discussion is needed please contact your district Alderperson prior to the meeting.
8. Adjournment

Kelly Tarczewski
Clerk/Treasurer

January 17, 2019

NOTICE

It is possible that members of other governmental bodies of the municipality may be in attendance to gather information that may form a quorum. At the above stated meeting, no action will be taken by any governmental body other than the governmental body specifically referred to above in this notice.

Any person who has a qualifying disability under the Americans with Disabilities Act that requires the meeting or materials at the meeting to be in an accessible format must contact the Clerk/Treasurer, Kelly Tarczewski, at (262) 691-0770 three business days prior to the meeting so that arrangements may be made to accommodate your request.

**CITY OF PEWAUKEE
COMMON COUNCIL AGENDA ITEM 3.1.**

DATE: January 21, 2019

DEPARTMENT: Clerk/Treasurer

PROVIDED BY:

SUBJECT:

Approve Common Council Meeting Minutes Dated December 3, 2018

BACKGROUND:

FINANCIAL IMPACT:

RECOMMENDED MOTION:

**CITY OF PEWAUKEE
COMMON COUNCIL AGENDA ITEM 3.2.**

DATE: January 21, 2019

DEPARTMENT: Clerk/Treasurer

PROVIDED BY:

SUBJECT:

Approval of the Common Council Meeting Minutes Dated January 7, 2019

BACKGROUND:

FINANCIAL IMPACT:

RECOMMENDED MOTION:

ATTACHMENTS:

Description

CC Minutes 1-7-2019

In attendance:

Mayor Steve Bierce, Aldermen B. Bergman, C. Brown, B. Dziwulski, R. Grosch, J. Kara, and J. Wamser.

Also in Attendance:

Attorney S. Riffle, Administrator S. Klein, DPW Director J. Weigel, City Planner N. Fuchs, and Clerk/Treasurer K. Tarczewski.

1. Call to Order and Pledge of Allegiance – Mayor Bierce called the meeting to order at 7:00 p.m.
2. Public Comment - None.
3. Consent Agenda
 - 3.1. Approval of Accounts Payable Listings
 - 3.2. Approval of Bartender License
 - 3.3. Approve **Resolution 18-12-34** Establishing the City's 2019 Fee Schedule

Mr. Kara asked that Item #3.3 be removed for discussion.

A motion was made and seconded, (J. Wamser, R. Grosch) to approve the remaining items on the consent agenda. Motion Passed: 6-For, 0-Against.

- 3.3 Approve Resolution 18-12-34 Establishing the City's 2019 Fee Schedule

Mr. Kara asked why the section under the impact fees wasn't updated. Ms. Tarczewski stated she was waiting for the consumer index information to be posted in order to do so and would bring it back for Council approval when it was available.

A motion was made and seconded, (J. Kara, B. Dziwulski) to approve Resolution 18-12-34 establishing the 2019 Fee Schedule. Motion Passed: 6-For, 0-Against.

4. Discussion and Possible to Award the 2019 Annual Sewer Cleaning Contract to the Lowest Qualified Bidder, Visu-Sewer Inc., in the Amount of \$139,659.72

Mr. Weigel was present for this item. He presented the quotes received and recommended the project be awarded to the lowest bidder; Visu-Sewer Inc. in the amount of \$139,659.72. He stated this was a budgeted item and funds would come from the utility as well as storm water management.

There was additional discussion and the Council suggested that the next time the project is put out to bid, the various projects be separated to determine if there would be an advantage to having one contractor do all the work.

A motion was made and seconded, (B. Dziwulski, C. Brown) to award the 2019 annual sewer cleaning contract to Visu-Sewer Inc. in the amount of \$139,659.72.

Motion Passed: 6-For, 0-Against.

5. Discussion and Possible Action to Approve the Sewage Treatment Plant Capacity Valuation Study Proposal of Ruckert & Mielke (Nov. 21, 2018)

Mr. Weigel stated there is enough predicted capacity, gallon wise, in the Brookfield sewer treatment plant for the six partnering communities as indicated by the 2035 development plan, but the City of Pewaukee is the only community that does not have enough purchased capacity within the plant. Therefore, he was recommending hiring Ruckert & Mielke to evaluate and refine our projected needs for 2035 and establishing a fair market value to start negotiations to purchase more capacity in the future. He stated without the additional capacity, future development in the City may be hindered.

A motion was made and seconded, (J. Kara, J. Wamser) to concur with the Engineer's recommendations and hire Ruckert & Mielke to do a sewer treatment plant capacity study in the amount of \$12,400. Motion Passed: 6-For, 0-Against.

6. Discussion and Possible Action Regarding the Request of John & Mary McDaniel for Sewer Service to N34 W24021 Capitol Drive (PWC 0904-999)

John and Mary McDaniel were present for this item. Mr. Weigel stated they have an issue with gravity sewer service to their parcel. He said the City's sewer service is higher than their property, which would require them to get a grinder pump and they were concerned about the initial cost as well as maintenance. Mr. Weigel stated the Village's sewer system was right next to their property and at a lower elevation.

Mayor Bierce asked Mr. Klein if he has spoken to the Village about this situation. Mr. Klein stated he has had informal conversations, but the Village's solution is to have the property detached to the Village.

Both Mr. and Mrs. McDaniel made further comments related to their current situation. Mr. Klein suggested another alternative would either be a septic system or a mound system. Mr. McDaniel stated a mound system was not viable because the soil has already been moved.

The Council agreed to send a letter to the Village of Pewaukee on behalf of the McDaniels, asking the Village to consider allowing the McDaniels to connect to their sewer system.

7. Discussion and Possible Action to Approve **Resolution 19-01-01** Authorizing the Commitment and Un-Commitment of 2018 Funds

Mr. Klein stated these were funds that were originally budgeted to be used in 2018 and were not spent and the various departments were asking to carry over and earmark the unused funds for use in 2019.

A motion was made and seconded, (J. Kara, B. Dziwulski) to approve Resolution 19-01-01 relating to the commitment and un-commitment of 2018 funds.

Motion Passed: 6-For, 0-Against.

8. Discussion and Possible Action to Approve **Resolution 19-01-02** Regarding the Commitment of Unassigned Funds for the Purchase of Equipment

Mr. Klein stated this is the money that is in the undesignated fund balance and is being assigned to certain projects.

A motion was made and seconded, (C. Brown, R. Grosch) to approve Resolution 19-01-02 committing unassigned funds for the purchase of equipment. Motion Passed: 6-For, 0-Against.

9. Discussion and Possible Action Regarding the Final Plat for Woodleaf Reserve Addition No. 2 (PWC 0865-995-002 & PWC 0865-990-001)

Mr. Fuchs stated the public improvements have been constructed through the first lift of asphalt. He stated he talked to the Department of Public Works and the Engineer and there are no concerns. He recommended approval of the Woodleaf Reserve Final Plat.

A motion was made and seconded, (J. Wamser, B. Dziwulski) to approve the final plat for Woodleaf Reserve Addition No. 2. Motion Passed: 6 –For, 0-Against.

10. Discussion and Possible Action to Extend the Temporary Position in the Assessor's Department

Mr. Klein stated there are funds in the 2019 budget to hire an appraiser, but the job was just posted so there are funds to use to extend the employment of the current temporary position.

A motion was made and seconded, (C. Brown, J. Wamser) to allow for the extension of the part-time employee as long as it doesn't exceed the budget. Motion Passed: 6-For, 0-Against.

11. Discussion and Possible Action to Appoint a Chairperson to the Zoning Board of Appeals (ZBA)

Mayor Bierce recommended the Chairperson position go to Kate Marlin.

A motion was made and seconded, (C. Brown, J. Kara) to concur with the Mayor's recommendations and appoint Kate Marlin as Chairperson to the Board of Appeals.

Motion Passed: 6-For, 0-Against.

12. Public Comment - None.

13. Adjournment

A motion was made and seconded, (B. Dziwulski, C. Brown) to adjourn the meeting at 8:16 p.m. Motion Passed: 6-For, 0-Against.

Respectfully Submitted,

Kelly Tarczewski
Clerk/Treasurer

**CITY OF PEWAUKEE
COMMON COUNCIL AGENDA ITEM 3.3.**

DATE: January 21, 2019

DEPARTMENT: Clerk/Treasurer

PROVIDED BY:

SUBJECT:

Approval of Accounts Payable Listings

BACKGROUND:

FINANCIAL IMPACT:

RECOMMENDED MOTION:

ATTACHMENTS:

Description

2018 Accounts Payable

2019 Accounts Payable

ACCOUNTS PAYABLE FOR: 2018	01/21/2019	TOTAL:	\$ 18,155,092.68
Vendor Name	Document Date	Document Amount	Transaction Description
ACKMANN, DAVID & SUZANNE	01/14/2019	\$ 4.61	2018 Property Tax Refund
ADP, LLC	12/21/2018	\$ 810.97	HR ADP HR Module
AECOM	12/31/2018	\$ 3,836.49	ENG Project MGMT
AECOM	12/31/2018	\$ 4,832.16	ENG Storm Water Planning
AIRGAS	12/11/2018	\$ 75.64	FD OX USPDAC
AIRGAS	12/31/2018	\$ 104.04	FD Oxygen
AIRGAS	12/18/2018	\$ 124.98	FD Test Requalification
AIRGAS	12/31/2018	\$ 155.98	DS Rent Large Oxygen
ALL CITY COMMUNICATIONS INC.	01/01/2019	\$ 62.00	WS Answering Service
ALMOGHRABI, HANI A	01/14/2019	\$ 17.87	2018 Property Tax Refund
ARBES, JASON & LEAH	01/14/2019	\$ 189.75	2018 Property Tax Refund
ARC DOCUMENT SOLUTIONS LLC	12/10/2018	\$ 31.00	ENG Roll Paper
ARENAS, JEROME & MARIE	01/15/2019	\$ 1,157.25	2018 PROPERTY TAX REFUND
ARO LOCK & DOOR	12/10/2018	\$ 837.00	WS Pepair Broken Door
ARROWHEAD SCHOOL DISTRICT	01/10/2019	\$ 14,290.96	CT Tax Settlement
ASCHENBRENNER, PAUL & SUSAN	01/14/2019	\$ 138.05	2018 Property Tax Refund
AVANT GRAPHICS	12/28/2018	\$ 837.50	PD Shirts
BATTERIES PLUS BULBS	12/17/2018	\$ 21.95	FD 6v LEAD
BATTERIES PLUS BULBS	12/02/2018	\$ 63.90	FD 6V AGM
BAYCOM	11/01/2018	\$ 1,774.00	FD Minitor VI Pager VHF5ch
BAYLISS, DAVID & GOETZKE, JOANN	01/14/2019	\$ 12.13	2018 Property Tax Refund
BEFFEL, RICHARD & MARY JO	01/14/2019	\$ 226.00	2018 Property Tax Refund
BEWER, JESSE & DANIELLE	01/15/2019	\$ 1,024.84	2018 PROPERTY TAX REFUND
BIEDERWOLF, ERIC & REDMAN, ALYSSA	01/14/2019	\$ 342.16	TTP ACADEMY
BIRK, TROY & DEBUHR, CHRISTINE	01/14/2019	\$ 484.41	2018 PROPERTY TAX REFUND
BOETTCHER, HARRIET	01/14/2019	\$ 19.04	2018 PROPERTY TAX REFUND
BOOS, KURTIS & JULIE	01/14/2019	\$ 122.90	2018 PROPERTY TAX REFUND
BOUNDTREE MEDICAL	12/11/2018	\$ 67.32	FD Med Supplies
BOUNDTREE MEDICAL	12/18/2018	\$ 140.50	FD Med Supplies
BOUNDTREE MEDICAL	12/26/2018	\$ 151.91	FS Med Supplies
BOUNDTREE MEDICAL	12/17/2018	\$ 409.95	FD Med Supplies
BOUNDTREE MEDICAL	12/31/2018	\$ 528.00	FD Med Supplies
BOURGET, MICHELLE M	01/14/2019	\$ 5.23	2018 PROPERTY TAX REFUND
BRAUN, MICHAEL	01/14/2019	\$ 119.05	2018 PROPERTY TAX REFUND
BREMBERGER, JOHN & PAMELA	01/14/2019	\$ 6.10	2018 PROPERTY TAX REFUND
BROOKS, GLORIA M	01/14/2019	\$ 311.45	2018 PROPERTY TAX REFUND
BROWN, JOSHUA W.	01/14/2019	\$ 106.78	2018 PROPERTY TAX REFUND
BRUENING, GENE & RENEE	01/14/2019	\$ 474.04	2018 PROPERTY TAX REFUND
BUDNIK, JILL ANN	01/14/2019	\$ 119.74	2018 PROPERTY TAX REFUND
BUELOW VETTER BUIKEMA OLSON & VLIET, LLC	11/30/2018	\$ 649.50	HR Legal
BUELOW VETTER BUIKEMA OLSON & VLIET, LLC	12/31/2018	\$ 651.00	HR Atty 2018
BUILDERS HARDWARE AND HOLLOW METAL	12/11/2018	\$ 9.00	ENG Keys
BURGER, ROBERT & CHERYL	01/14/2019	\$ 316.06	2018 PROPERTY TAX REFUND
BUXBAUM, RONALD & JANE	01/15/2019	\$ 2,551.29	2018 PROPERTY TAX REFUND
CARROLL, JANINE L	01/14/2019	\$ 546.10	2018 PROPERTY TAX REFUND
CINTAS CORP.	12/21/2018	\$ 57.63	FD Gray Mat

ACCOUNTS PAYABLE FOR: 2018	01/21/2019	TOTAL:	\$ 18,155,092.68
Vendor Name	Document Date	Document Amount	Transaction Description
CINTAS CORP.	12/28/2018	\$ 110.11	WS Med Supplies
CINTAS CORP.	12/31/2018	\$ 112.06	FD Mats
CISEK, LUKASZ & STEC-CISEK, AGNIESZKA	01/14/2019	\$ 183.40	2018 PROPERTY TAX REFUND
COONEY, LINDA	01/14/2019	\$ 149.80	2018 PROPERTY TAX REFUND
CURTIS, NATHANIEL & KIMBERLY	01/14/2019	\$ 120.18	2018 PROPERTY TAX REFUND
DAN PLAUTZ CLEANING SERVICE	12/07/2018	\$ 15.00	HR CEB Test Credits
DAN PLAUTZ CLEANING SERVICE	12/19/2018	\$ 2,383.50	HR Cleaning
DAUL, RANDOLPH &i JEAN	01/14/2019	\$ 132.13	2018 PROPERTY TAX REFUND
DEMBOWSKI, DOUGLAS & ANNA	01/14/2019	\$ 120.10	2018 PROPERTY TAX REFUND
DEWITT, DONNA RAE	01/14/2019	\$ 18.13	2018 PROPERTY TAX REFUND
Dick Smith's Live Bait & Tackle Inc	12/30/2018	\$ 777.44	PD Parts
DICK, RICHARD & LINDA	01/14/2019	\$ 140.66	2018 PROPERTY TAX REFUND
DOLL, QUENTIN & OSTROWSKI, MELISSA	01/14/2019	\$ 215.69	2018 PROPERTY TAX REFUND
DOWNING, MARK & ALLISON	01/14/2019	\$ 71.42	2018 PROPERTY TAX REFUND
DRISCOLL, DAVID & MARY	01/14/2019	\$ 229.00	2018 PROPERTY TAX REFUND
DRUSCH, KURK A	01/14/2019	\$ 132.96	2018 PROPERTY TAX REFUND
DZIMIELA, NICOLE	01/14/2019	\$ 20.55	2018 PROPERTY TAX REFUND
EAGLE ENGRAVING	12/13/2018	\$ 262.00	FD Brass Speaking Trumpet
ELLENBERGER, JOHN & ERICA	01/14/2019	\$ 122.60	2018 PROPERTY TAX REFUND
ELLENBERGER, KENNETH & DEBRA	01/14/2019	\$ 85.01	2018 PROPERTY TAX REFUND
ELLIOTT ACE HARDWARE	12/26/2018	\$ 4.69	WS Non Asbestos Tape
ELLIOTT ACE HARDWARE	12/03/2018	\$ 5.57	WS Torx Bit
ELLIOTT ACE HARDWARE	12/11/2018	\$ 6.20	WS 3/4 Parts
ELLIOTT ACE HARDWARE	12/17/2018	\$ 6.99	WS Painters Tape
ELLIOTT ACE HARDWARE	12/13/2018	\$ 9.17	WS FLV Nipple
ELLIOTT ACE HARDWARE	12/31/2018	\$ 25.57	IT Pic Hangers
ELLIOTT ACE HARDWARE	12/17/2018	\$ 51.75	FD Lock De-Icer
EPISCOPAL DIOCESE OF MILWAUKEE	01/14/2019	\$ 3.60	2018 PROPERTY TAX REFUND
EVERT, LESLY & ROGER	01/14/2019	\$ 93.68	2018 PROPERTY TAX REFUND
FASTENAL	12/17/2018	\$ 34.80	WS IC WB CAUTN BLU
FASTENAL	12/27/2018	\$ 131.33	WS X;MAT [F;TX
FERGUSON WATERWORKS	12/11/2018	\$ 31.28	1-1/ 4tHRD COUP
FERGUSON WATERWORKS	12/27/2018	\$ 582.00	WS A423 SS STEM
FIRE & POLICE SELECTION, INC	12/31/2018	\$ 45.00	HR CEB Testing
FLOOD, JOANN	01/15/2019	\$ 1,340.83	2018 PROPERTY TAX REFUND
FLOWERS, MICHAEL	01/14/2019	\$ 125.67	2018 PROPERTY TAX REFUND
FOUTS, COLIN & AMY	01/14/2019	\$ 133.14	2018 PROPERTY TAX REFUND
FRANK, RYAN & EMILY	01/14/2019	\$ 231.97	2018 PROPERTY TAX REFUND
FRICK, BRIAN & CHRISTINE	01/14/2019	\$ 145.97	2018 PROPERTY TAX REFUND
Glomski, Joseph & Lehman, James	01/14/2019	\$ 161.00	2018 LOTTERY CREDIT REFUND
GORDON, MICHAEL	01/14/2019	\$ 13.20	2018 PROPERTY TAX REFUND
GRAINGER	12/19/2018	\$ 58.65	FD Inflator Gage
GRIEGER, JOANNE	01/14/2019	\$ 132.29	2018 PROPERTY TAX REFUND
GRINDATTI, RICHARD & HEATHER	01/14/2019	\$ 74.88	2018 PROPERTY TAX REFUND
HACH COMPANY	12/20/2018	\$ 161.05	WS REAGENT SET
HACH COMPANY	12/13/2018	\$ 600.08	WS Parts and chemicals

ACCOUNTS PAYABLE FOR: 2018	01/21/2019	TOTAL:	\$ 18,155,092.68
Vendor Name	Document Date	Document Amount	Transaction Description
HACKNEY, MICHAEL & MARILYN	01/14/2019	\$ 116.22	2018 PROPERTY TAX REFUND
HAMILTON SCHOOL DISTRICT	01/10/2019	\$ 302,835.03	CT Tax Settlement
HANDEL, JARED & ANGELA	01/14/2019	\$ 356.10	2018 PROPERTY TAX REFUND
HARRIS, ALEXANDER & KRISTINE	01/15/2019	\$ 547.06	2018 PROPERTY TAX REFUND
HASTINGS	12/13/2018	\$ 437.45	FD Fire Flex Hi Temp
HAWKINS, INC.	12/27/2018	\$ 773.60	WS Salt
HAWKINS, INC.	12/26/2018	\$ 2,641.08	WS Salt
HEINZ, JOSHUA & TERESA	01/15/2019	\$ 220.90	2018 PROPERTY TAX REFUND
HENCIK, ROBERT & DONNA	01/15/2019	\$ 127.74	2018 PROPERTY TAX REFUND
HERNSHEIM, JEFFERY C	01/15/2019	\$ 113.04	2018 PROPERTY TAX REFUND
HOME POINT FINANCIAL	01/15/2019	\$ 5,178.96	2018 PROPERTY TAX REFUND
HULL, JASON & KRISTA	01/17/2019	\$ 4.91	2018 PROPERTY TAX REFUND
HUMPHREY SERVICE PARTS, INC	12/11/2018	\$ 3.91	WS oil filter
HYDROCORP	12/01/2018	\$ 892.00	WS Inspection/Reporting
ILLINGWORTH-KILGUST	12/14/2018	\$ 1,139.28	FD St #2 AquaPure
INFORMATION TECH. PROF. LLC	12/15/2018	\$ 28,673.30	IT Project Engineering
Isler Demolition Inc	12/05/2018	\$ 70,005.00	WS Tower Demo
JEFFERSON FIRE & SAFETY, INC.	11/30/2018	\$ 38.95	FD EMS Pants
JEFFERSON FIRE & SAFETY, INC.	12/31/2018	\$ 2,144.00	FD Tails Pants Khaki
JEFFERSON FIRE & SAFETY, INC.	12/30/2018	\$ 6,010.78	FD Zstrut system
JEFFERSON FIRE & SAFETY, INC.	12/31/2018	\$ 8,576.00	FD Tails Pants Khaki
JENDRUSIAK, RANDAL & LORA	01/15/2019	\$ 206.02	2018 PROPERTY TAX REFUND
JENSEN, PETER	11/15/2018	\$ 100.00	HR Occ Health
JOHN'S DISPOSAL SERVICE	12/05/2018	\$ 16,583.38	ENG Nov Landfill Charges
JOHN'S DISPOSAL SERVICE	12/26/2018	\$ 48,795.37	ENG Contracted Service
JOHNSON, KENNETH & DAWN	01/15/2019	\$ 8.66	2018 PROPERTY TAX REFUND
JOHNSON, TERRI & ROSSEAU, RONALD	01/15/2019	\$ 464.33	2018 PROPERTY TAX REFUND
JONES, JOHN P	01/15/2019	\$ 181.59	2018 PROPERTY TAX REFUND
KAMATH ANIL R & JEANETTE	01/15/2019	\$ 117.80	2018 PROPERTY TAX REFUND
KAUCIC, MARGARET	01/15/2019	\$ 121.63	2018 PROPERTY TAX REFUND
KETTERMAN, KEITH & MARY	01/15/2019	\$ 136.24	2018 PROPERTY TAX REFUND
KLEIN, JENNIFER A	01/15/2019	\$ 8.50	2018 PROPERTY TAX REFUND
KNICKELBEIN, DANIEL & WENDY	01/15/2019	\$ 1,168.78	2018 PROPERTY TAX REFUND
KOWALSKI, J & JONES-KOWALSKI, K	01/15/2019	\$ 137.10	2018 PROPERTY TAX REFUND
KWIK TRIP	01/15/2019	\$ 3,595.63	FD Fuel
LARK UNIFORM OUTFITTERS	10/02/2018	\$ 357.60	FD SS Shirt
LAUTZ, MATTHEW & ANNE	01/15/2019	\$ 65.91	2018 PROPERTY TAX REFUND
LEE, STEVEN & CARRIE	01/15/2019	\$ 61.10	2018 PROPERTY TAX REFUND
LEIST, PAUL & KERRY	01/15/2019	\$ 391.94	2018 PROPERTY TAX REFUND
LENARD, BRIAN & SUSAN	01/15/2019	\$ 251.72	2018 PROPERTY TAX REFUND
LINDAHL, JULIE A	01/15/2019	\$ 132.57	2018 PROPERTY TAX REFUND
LIPINSKI, LUIS & POLLY	01/15/2019	\$ 127.15	2018 PROPERTY TAX REFUND
LITHO-CRAFT	12/24/2018	\$ 211.00	WS Billing Paper
LITHO-CRAFT	12/19/2018	\$ 373.00	WS Envelopes
LOCASHA, MATTHEW & DAUL, SHAUNA	01/15/2019	\$ 5.53	2018 PROPERTY TAX REFUND
LOWREY, TIMOTHY & ROANNA	01/17/2019	\$ 117.75	2018 PROPERTY TAX REFUND

ACCOUNTS PAYABLE FOR: 2018	01/21/2019	TOTAL:	\$ 18,155,092.68
Vendor Name	Document Date	Document Amount	Transaction Description
LUTHER, MATTHEW & WEGE, CHAD	01/15/2019	\$ 212.32	2018 PROPERTY TAX REFUND
MACHI, ANTHONY & TERESA	01/15/2019	\$ 116.29	2018 PROPERTY TAX REFUND
MAKAREWICZ, THOMAS & STACY	01/15/2019	\$ 4.03	2018 PROPERTY TAX REFUND
MARKS, TIMOTHY & JENNIFER	01/15/2019	\$ 269.85	2018 PROPERTY TAX REFUND
MAROTTA, ANTHONY & HEATHER	01/15/2019	\$ 5.44	2018 PROPERTY TAX REFUND
MARTIN, BARRY & LINDA	01/15/2019	\$ 132.68	2018 PROPERTY TAX REFUND
MENARDS	12/17/2018	\$ 1.99	WS Distilled Water
MENARDS	12/21/2018	\$ 21.95	WS Water Shop Towels
MENARDS	12/18/2018	\$ 45.34	SW Supplies
MENARDS	12/26/2018	\$ 63.28	FD LP Tank
MIDWEST METER INC.	12/31/2018	\$ 5,226.30	SW Parts
MIDWEST TESTING LLC	12/26/2018	\$ 1,390.00	WS Testing
MISCHKER, PATRICK	01/15/2019	\$ 421.21	2018 PROPERTY TAX REFUND
MOATS, SPENCER & JAMIE	01/15/2019	\$ 23.85	2018 PROPERTY TAX REFUND
MOORE, MICHAEL & CARRIE	01/15/2019	\$ 240.66	2018 PROPERTY TAX REFUND
MOSER, JEFFREY & STEPHANIE	01/15/2019	\$ 1,340.55	2018 PROPERTY TAX REFUND
MOTION & CONTROL ENTERPRISES LLC	12/17/2018	\$ 90.07	WS Bushing
MOYER, JANICE KAY	01/15/2019	\$ 19.57	2018 PROPERTY TAX REFUND
MYHRE, ROBERT & SHANNON	01/15/2019	\$ 53.42	2018 PROPERTY TAX REFUND
NANGLE, KEVIN & KRISTIN	01/15/2019	\$ 125.62	2018 PROPERTY TAX REFUND
NAPA	11/28/2018	\$ 8.52	FD Boxed Miniature
NAPA	11/30/2018	\$ 79.80	FD Oil Dry
NAPA	12/31/2018	\$ 331.09	WS Oil & Filter
NELSON, DOUGLAS & MARTHA	01/15/2019	\$ 154.53	2018 PROPERTY TAX REFUND
NORTH CENTRAL UTILITY	12/10/2018	\$ 7.26	FD Super Model 40 Backup
NORTHERN LAKE SERVICE, INC	12/28/2018	\$ 20.00	WS Testing
NORTHERN LAKE SERVICE, INC	12/28/2018	\$ 20.00	WS Testing
NORTHERN LAKE SERVICE, INC	12/28/2018	\$ 20.00	WS Testing
NORTHERN LAKE SERVICE, INC	12/28/2018	\$ 20.00	WS Testing
NORTHERN LAKE SERVICE, INC	12/28/2018	\$ 60.00	WS Testing
NORTHERN LAKE SERVICE, INC	12/28/2018	\$ 80.00	WS Testing
NORTHERN LAKE SERVICE, INC	12/28/2018	\$ 80.00	WS Testing
NORTHERN LAKE SERVICE, INC	12/28/2018	\$ 100.00	WS Testing
NORTHERN LAKE SERVICE, INC	12/28/2018	\$ 140.00	WS Testing
O'CONNOR, BRIAN & NICOLE	01/15/2019	\$ 274.05	2018 PROPERTY TAX REFUND
OFFICE COPYING EQUIPMENT, LTD	12/31/2018	\$ 29.37	FD Copier Lease
OFFICE COPYING EQUIPMENT, LTD	11/30/2018	\$ 48.88	FD Copier Lease
OFFICE COPYING EQUIPMENT, LTD	12/31/2018	\$ 86.46	BLD Copier
OFFICE COPYING EQUIPMENT, LTD	12/31/2018	\$ 116.08	WS Printer
OFFICE COPYING EQUIPMENT, LTD	12/17/2018	\$ 271.58	WS Printer
OFFICE DEPOT	12/07/2018	\$ 3.10	FD Pouch Pencil etc
OFFICE DEPOT	12/04/2018	\$ 5.94	FD Paper
OFFICE DEPOT	12/14/2018	\$ 8.69	FD Sponge Scrubber
OFFICE DEPOT	12/18/2018	\$ 15.00	FD Deskpad
OFFICE DEPOT	12/04/2018	\$ 16.29	FD Towelettes cleaner
OFFICE DEPOT	12/14/2018	\$ 22.23	WS Printer

ACCOUNTS PAYABLE FOR: 2018	01/21/2019	TOTAL:	\$ 18,155,092.68
Vendor Name	Document Date	Document Amount	Transaction Description
OFFICE DEPOT	12/22/2018	\$ 29.56	FD Sponge
OFFICE DEPOT	12/14/2018	\$ 36.99	WS supplies
OFFICE DEPOT	12/14/2018	\$ 56.41	FD Office Supplies
OLIVER, KENNETH & LEAH	01/15/2019	\$ 145.22	2018 PROPERTY TAX REFUND
OLSEN SAFETY EQUIPMENT	12/03/2018	\$ 9,698.87	WS Hoist System
PEPERKORN, MARK & WENDY	01/15/2019	\$ 357.85	2018 PROPERTY TAX REFUND
PEWAUKEE SCHOOL DISTRICT	01/10/2019	\$ 8,326,233.55	CT Tax Settlement
PEWAUKEE, VILLAGE OF	01/10/2019	\$ 67,684.50	CT Tax Settlement
PHRASAVATH, DOUANGMALA	01/15/2019	\$ 232.75	2018 PROPERTY TAX REFUND
POBLOCKI PAVING	12/07/2018	\$ 80,402.88	ENG Lindsat Road
POLLICH, JOETTA A	01/15/2019	\$ 135.18	2018 PROPERTY TAX REFUND
POMP'S TIRE SERVICE, INC.	12/31/2018	\$ 685.52	WS Tires
PROHEALTH CARE MEDICAL ASSOCIATES	12/03/2018	\$ 279.00	HR Med Screening
PROHEALTH PHARMACY WAUKESHA	12/31/2018	\$ 63.45	FD Meds
PROHEALTH WAUKESHA MEMORIAL HOSPITAL	12/26/2018	\$ 163.00	FD Catheter
PROHEALTH WAUKESHA MEMORIAL HOSPITAL	12/17/2018	\$ 193.00	FD Medline Supply
PUGLISI, CARMELO & CAROL	01/15/2019	\$ 114.97	2018 PROPERTY TAX REFUND
PURTELL, JAMES & NICOLE	01/15/2019	\$ 159.69	2018 PROPERTY TAX REFUND
RAMDOSS, S N & KUMAR, A N	01/15/2019	\$ 5,774.39	2018 PROPERTY TAX REFUND
REDMOND JR, WILLIAM & BETH PETERS REDMOND	01/15/2019	\$ 220.20	2018 PROPERTY TAX REFUND
REDMOND JR, WILLIAM & BETH PETERS REDMOND	01/15/2019	\$ 408.79	2018 PROPERTY TAX REFUND
RETFERFORD, DAVID & CINDY	01/15/2019	\$ 313.05	2018 PROPERTY TAX REFUND
REVERE ELECTRIC SUPPLY CO.	12/19/2018	\$ 75.08	WS Symcon Motor Saver
RICHMOND SCHOOL DISTRICT	01/10/2019	\$ 30,224.18	CT Tax Settlement
ROSE, KATHERINE A	01/15/2019	\$ 147.07	2018 PROPERTY TAX REFUND
ROSINE, ZACHARY & ZUZICK, ANNA MARIE	01/15/2019	\$ 259.54	2018 PROPERTY TAX REFUND
RUEKERT & MIELKE, INC.	11/28/2018	\$ 183.57	ENG Erosion Controle Inspect
RUEKERT & MIELKE, INC.	11/28/2018	\$ 278.25	ENG Erosion Control Inspectio
RUEKERT & MIELKE, INC.	12/27/2018	\$ 315.00	WS App to PSC
RUEKERT & MIELKE, INC.	11/28/2018	\$ 566.97	ENG Construction Services
RUEKERT & MIELKE, INC.	11/28/2018	\$ 683.34	ENG Erosion Control Inspct
RUEKERT & MIELKE, INC.	11/28/2018	\$ 1,038.75	ENG Construction Review
RUEKERT & MIELKE, INC.	11/28/2018	\$ 1,081.25	ENG Construction Review
RUEKERT & MIELKE, INC.	11/28/2018	\$ 1,163.60	ENG Erosion Control Insall
RUEKERT & MIELKE, INC.	12/20/2018	\$ 2,119.70	WS Construction Review
RUEKERT & MIELKE, INC.	11/28/2018	\$ 4,001.92	ENG Construction MGMT
RUEKERT & MIELKE, INC.	12/20/2018	\$ 4,293.55	WS Construction Admin
RUEKERT & MIELKE, INC.	11/28/2018	\$ 4,911.63	ENG Additioin 2 Phase 3
RUEKERT & MIELKE, INC.	11/28/2018	\$ 12,369.54	ENG Construction Services
RUEKERT & MIELKE, INC.	12/28/2018	\$ 25,048.75	ENG Construction Review
RUSCH, DENNIS & MARILEE	01/15/2019	\$ 159.92	2018 PROPERTY TAX REFUND
SABEL MECHANICAL LLC.	12/27/2018	\$ 3,654.90	WS Spare Seals
SABEL MECHANICAL LLC.	12/27/2018	\$ 7,207.89	WS Repair Pump
SALLMANN, JOHN & DIANA	01/15/2019	\$ 124.24	2018 PROPERTY TAX REFUND
SANITARY DISTRICT NO. 4	12/20/2018	\$ 1,575.91	WS stromwater garbage
SAWASKY, KIM & KATHLEEN	01/15/2019	\$ 90.92	2018 PROPERTY TAX REFUND

ACCOUNTS PAYABLE FOR: 2018	01/21/2019	TOTAL:	\$ 18,155,092.68
Vendor Name	Document Date	Document Amount	Transaction Description
SCHMID, DAVID & KAREN	01/15/2019	\$ 116.55	2018 PROPERTY TAX REFUND
SCHNEIDER, JEFFREY & JULIANNE	01/15/2019	\$ 110.93	2018 PROPERTY TAX REFUND
SCHRADER, DARYL & STEPHANIE	01/15/2019	\$ 44.24	2018 PROPERTY TAX REFUND
SCHUTTE, DIRK	01/15/2019	\$ 11.40	2018 PROPERTY TAX REFUND
SEIDL, ANTHONY	01/15/2019	\$ 67.07	2018 PROPERTY TAX REFUND
SIEGMAN, GARY & LAURA	01/15/2019	\$ 207.71	2018 Property Tax Refund
SIGNS & LINES BY STRETCH	12/11/2018	\$ 441.00	FD Tahoe Graphics
SILBERNAGEL, JOHN & DONNELLY, PENNY	01/15/2019	\$ 136.63	2018 PROPERTY TAX REFUND
SKEBBA, RITA	12/20/2018	\$ 35.99	FD Charlies Cake
SMITH, BRIAN & LINDA	01/15/2019	\$ 3.00	2018 PROPERTY TAX REFUND
SMITH, KYLE W & RENEE L	01/15/2019	\$ 93.22	2018 PROPERTY TAX REFUND
SMITH, VALERIE A	01/15/2019	\$ 119.41	2018 PROPERTY TAX REFUND
SOBOTIK, MATTHEW & FLESCHE, MEGAN	01/15/2019	\$ 4.35	2018 PROPERTY TAX REFUND
STAAB CONSTRUCTION CORP	12/28/2018	\$ 35,298.00	WS Well #1
STEPHENSON, JASON & RACHEL	01/15/2019	\$ 77.54	2018 PROPERTY TAX REFUND
STEVENS, ANTHONY & JEAN	01/15/2019	\$ 243.86	2018 PROPERTY TAX REFUND
STRASSBURGER, RICHARD & DEBRA	01/15/2019	\$ 110.86	2018 PROPERTY TAX REFUND
SWANSON, STEVE & JODI	01/15/2019	\$ 108.65	2018 PROPERTY TAX REFUND
TD AMERITRADE TRUST COMPANY	01/10/2019	\$ 50.00	CT Loan Payment
THIBAUT, NORMAN	01/15/2019	\$ 17.55	2018 PROPERTY TAX REFUND
Tim and Mary Lyne Lukendsa	01/10/2019	\$ 335.18	WS Refund
TUCKER, BRENT	01/15/2019	\$ 106.14	2018 PROPERTY TAX REFUND
UDULUTCH, PAUL & JAMIE	01/15/2019	\$ 156.67	2018 PROPERTY TAX REFUND
US DIGITAL DESIGNS	11/30/2018	\$ 2,683.50	FD G@ HDTV Module
US DIGITAL DESIGNS	12/14/2018	\$ 19,293.90	FD Projec MGM #1 and #2
USA BLUEBOOK	12/12/2018	\$ 371.71	WS Harness
VERIZON	12/23/2018	\$ 22.14	FD Cell Service
VERIZON	12/12/2018	\$ 33.34	FD Cell Phone
VERIZON	12/31/2018	\$ 212.21	SW Cell phone
VERIZON	12/12/2018	\$ 266.03	FD Cell Phone
VISU-SEWER	12/20/2018	\$ 1,681.25	WS Debirs Desposal
VISU-SEWER	12/31/2018	\$ 6,832.23	SW Sewer Cleaning
VOGT, ANGELIA & CHRISTOPHER	01/15/2019	\$ 139.09	2018 PROPERTY TAX REFUND
WAGNER, BRANDON & AMBER	01/15/2019	\$ 88.83	2018 PROPERTY TAX REFUND
WATER REMEDIATION TECH., LL	12/31/2018	\$ 5,915.00	SW Excess Volume Charge
WAUKESHA CO TECHNICAL COLLEGE	01/10/2019	\$ 578,960.84	CT Tax Settlement
WAUKESHA COUNTY TREASURER	12/11/2018	\$ 17.14	PD Prisoner Housing
WAUKESHA COUNTY TREASURER	12/14/2018	\$ 200.00	FD XTL Programming
WAUKESHA COUNTY TREASURER	01/10/2019	\$ 3,022,499.02	CT Tax Settlement
WAUKESHA PROFESSIONAL FIREFIGHTERS ASSOC	01/10/2019	\$ 1,703.87	Union Dues
WAUKESHA SCHOOL DISTRICT	01/10/2019	\$ 5,313,869.03	CT Tax Settlement
WEINANDT, BRIAN	01/15/2019	\$ 131.25	2018 PROPERTY TAX REFUND
WESTON-DRAEGER, GAY	01/15/2019	\$ 19.04	2018 PROPERTY TAX REFUND
WI DEPT OF JUSTICE-RECORDS CHECK	12/31/2018	\$ 54.00	HR Backround Checks
WI DEPT TRANSPORTATION BBS	12/11/2018	\$ 0.96	WS West Waukesha Bypass
WI DEPT TRANSPORTATION BBS	12/11/2018	\$ 61.97	WS Capitol Dr

ACCOUNTS PAYABLE FOR: 2018	01/21/2019	TOTAL:	\$ 18,155,092.68
Vendor Name	Document Date	Document Amount	Transaction Description
WI DEPT TRANSPORTATION BBS	11/07/2018	\$ 276.10	WS West Waukesha Bypass
WI DEPT TRANSPORTATION BBS	11/07/2018	\$ 1,518.11	WS Capitol Drive
WISTL, JEFF & BRENDA	01/15/2019	\$ 242.79	2018 PROPERTY TAX REFUND
WOZNIAK, KEVIN & DENISE	01/15/2019	\$ 121.91	2018 PROPERTY TAX REFUND
ZAVALA, PAUL & NICOLE	01/15/2019	\$ 80.47	2018 PROPERTY TAX REFUND
ZUERCHER, JEFFREY & DEBORAH	01/15/2019	\$ 127.48	2018 PROPERTY TAX REFUND

ACCOUNTS PAYABLE FOR: 2019	01/21/2019	TOTAL:	\$ 420,901.63
Vendor Name	Document Date	Document Amount	Transaction Description
AILCO EQUIPMENT FINANCE GROUP	01/02/2019	\$ 412.00	IT Scanner
ALPHA OMEGA CLEANING, INC.	01/01/2019	\$ 130.00	PRK Janitorial Wagner Park
APEX SOFTWARE	12/28/2018	\$ 470.00	IT Maint Renewal
ASSOCIATED TRUST	01/01/2019	\$ 2,500.00	HR Benefits Trust Fees
Bacus Amanda	01/04/2019	\$ 99.00	PRK Refund Lincoln
BADGER METER	01/01/2018	\$ 780.00	SW Readctr Analytics
BOND TRUST SERVICES CORP	01/08/2019	\$ 400.00	SW Bond Trust
BOND TRUST SERVICES CORP	01/08/2019	\$ 400.00	CT Bond Trust
BUILDING INSP ASSOC OF SE WI	01/17/2019	\$ 50.00	BLD Membership Dues
CITRIX SYSTEMS	01/01/2019	\$ 3,158.75	IT Annual Service
CONTINENTAL UTILITY SOLUTIONS, INC	01/01/2018	\$ 7,260.00	SW Annual Maint Support
FERGUSON WATERWORKS	01/03/2019	\$ 799.32	SW Lower Stem
gWorks	01/01/2019	\$ 420.00	IT Support & Maint
HEARTLAND BUSINESS SYSTEMS	01/02/2019	\$ 334.00	IT Network Monitoring Support
INFORMATION TECH. PROF. LLC	01/04/2019	\$ 2,784.00	IT Scale Servers Update
INFORMATION TECH. PROF. LLC	01/04/2019	\$ 975.00	IT Set up remote maintenance
INT'L. INST. OF MUNICIPAL CLERKS	07/07/2019	\$ 170.00	CT Annual Membership
IS OUTFITTERS	01/09/2019	\$ 20,859.67	IT New Server Switched
IWORQ SYSTEMS	01/01/2019	\$ 3,199.00	IT Permit Management
KINGS WAY HOMES	01/11/2019	\$ 3,394.95	SW 950021 Hookup
KMB ELECTRIC	01/13/2019	\$ 1,800.56	IT New Cable Install
KMB ELECTRIC	01/13/2019	\$ 3,500.00	CT LED Replacement
LAKE PEWAUKEE SANITARY DISTRICT	01/01/2018	\$ 187,000.00	CT Lake Mgmt
LAWN BOYZ	01/18/2019	\$ 2,295.84	CT Jan Pilgrims Rest
LEAGUE OF WI MUNICIPALITIES	01/01/2018	\$ 7,108.80	CT Dues
LEVEL UP CONSTRUCTION	01/01/2019	\$ 12,630.00	PRK Soccer Concessions
LEVEL UP CONSTRUCTION	01/01/2019	\$ 4,622.00	PRK Soccer Concessions
LEVEL UP CONSTRUCTION	01/01/2019	\$ 14,076.00	PRK
LEVEL UP CONSTRUCTION	01/01/2019	\$ 459.00	PRK Baseball Concessions
MENARDS	01/01/2019	\$ 24.99	SW Home Proj Kt
MUNICIPAL PROPERTY INSURANCE	01/01/2018	\$ 30,543.00	CT Renwal
PEWAUKEE, VILLAGE OF	01/08/2019	\$ 6,239.84	CT Lake Patrol
R&R INSURANCE SERVICES	01/01/2018	\$ 24,484.00	CT LMMI Policy Renewal
R&R INSURANCE SERVICES	01/01/2018	\$ 2,615.00	CT Travelers
R&R INSURANCE SERVICES	01/01/2018	\$ 4,100.00	CT Chubb Boiler Machinery
R&R INSURANCE SERVICES	01/01/2018	\$ 1,800.00	CT Hanover Crime
R&R INSURANCE SERVICES	01/01/2018	\$ 27,930.00	CT United Heartland
R&R INSURANCE SERVICES	01/01/2018	\$ 27,922.00	CT United Workers Install
SCHLACHTER, LOIS	01/03/2019	\$ 15.00	PRK Refund
Sheehan, Faye	01/03/2019	\$ 15.00	PRK Refund
TITAN PUBLIC SAFETY SOLUTIONS	01/01/2019	\$ 9,061.00	IT Annual Support
WATER REMEDIATION TECH., LL	01/01/2019	\$ 3,478.91	SW Base Treat Charge
WISCONSIN RURAL WATER ASSOC.	01/01/2019	\$ 585.00	SW Membership

**CITY OF PEWAUKEE
COMMON COUNCIL AGENDA ITEM 3.4.**

DATE: January 21, 2019

DEPARTMENT: Clerk/Treasurer

PROVIDED BY:

SUBJECT:

Approval of Bartender License

BACKGROUND:

FINANCIAL IMPACT:

RECOMMENDED MOTION:

ATTACHMENTS:

Description

Bartender List

<u>Individual Name</u>	<u>Establishment Name</u>	<u>Type</u>
Jilot, Sheila M.	Andrea's Red Rooster	New
Schwartz, Taylor M.	Gina's Sports Dock	New
Wankowski, Antonia A.	Mugshots	New

**CITY OF PEWAUKEE
COMMON COUNCIL AGENDA ITEM 3.5.**

DATE: January 21, 2019

DEPARTMENT: Clerk/Treasurer

PROVIDED BY:

SUBJECT:

Concur with the Plan Commission (12/20/2018) and Approve **Ordinance 19-01** (*Second Reading*) Revising Chapter 14 Building and Mechanical Code

BACKGROUND:

FINANCIAL IMPACT:

RECOMMENDED MOTION:

ATTACHMENTS:

Description

Building Code Staff Comments

Chapter 14



Office of the Planner & Community Development Director
W240 N3065 Pewaukee Road
Pewaukee, Wisconsin 53072
Phone (262) 691-0770 Fax (262) 691-1798
fuchs@pewaukee.wi.us

REPORT TO THE PLAN COMMISSION

Meeting of December 20, 2018

Date: December 12, 2018

Project Name: Building Code Amendment – Failure to Apply

Project Address/Tax Key No.: City-wide

Project Description

Staff is requesting an amendment to the following Sections of Chapter 14 – Building and Mechanical Code:

- 14.06(9) FAILURE TO APPLY (Created 16-12) - Failure to apply for and obtain a permit as required by this Chapter prior to commencement of work shall constitute a violation of this Chapter, except in emergency cases or as otherwise may be waived by the Director of Building Services. Permits applied for after-the-fact ~~must be accompanied by~~ may require double-triple the permit fee amount or up to a minimum of \$500.00, whichever is greater.
- 14.55(4) FAILURE TO APPLY - Failure to apply for and obtain a permit as required by this Chapter prior to commencement of work shall constitute a violation of this Chapter, except in emergency cases or as otherwise may be waived by the Director of Building Services. Permits applied for after-the-fact ~~must be accompanied by~~ may require double triple the permit fee amount or up to a minimum of \$500.00, whichever is greater.
- 14.72(2) FAILURE TO APPLY - Failure to apply for and obtain a permit as required by this Chapter prior to commencement of work shall constitute a violation of this Chapter, except in emergency cases or as otherwise may be waived by the Director of Building Services. Permits applied for after-the-fact ~~must be accompanied by~~ may require double triple the permit fee amount or up to a minimum of \$500.00, whichever is greater.

The amendment is being brought forward as a way to better discourage work being completed without the necessary permits.

Recommendation

A motion recommending approval of the text amendment to Sections 14.06(9), 14.55(4), and 14.72(2) as presented by staff.

for. For the purpose of enforcing compliance with law, to remove illegal or unsafe conditions, to secure the necessary safeguards during construction, or to require adequate exit facilities in existing buildings and structures, Building Inspectors shall issue such notices or orders as may be necessary. Building Inspectors shall have, except where otherwise provided, shall enforce all state laws, city ordinances and lawful orders relating to the construction, alteration, repair, removal and safety of buildings and other structures and permanent building equipment.

(6) RECORDS - There shall be kept in the Department of Building Services a record of all applications for building permits for such purpose, and each permit shall be regularly numbered in the order of its issue. Also a record showing the number, description, and size of all buildings erected indicating the kind of materials used and the cost of each building and aggregate cost of all buildings in the various classes shall be kept. There shall be kept in the Department of Building Services a record of all inspections made, and of all removal and condemnation of buildings, and a record of all fees collected showing the date of their receipt.

(7) TERMINATION - The Director and Administrator may in their discretion terminate employment of the Building Inspectors in the event the inspector fails to meet the qualifications required here or by the State; has obtained certification through fraud or deceit; demonstrates negligence, incompetence or misconduct in fulfilling the responsibilities of this position; is arrested or convicted for a crime substantially related to the State certification; or violates state, federal or local laws or regulations relating to the conduct of this position.

SUBCHAPTER III. - PERMITS AND BONDS

SECTION 14.06 – BUILDING PERMITS

(1) PERMITS REQUIRED -- No building or structure, or any part thereof, shall hereafter be built, enlarged, altered or demolished within the City of Pewaukee or moved into, within or out of the municipality except as hereinafter provided, unless a permit therefore shall first be obtained by the owner or his agent from the Building Services Department.

Permits required are as follows:

- (a) Building Permit
- (b) Air conditioning
- (c) Wrecking or razing
- (d) Heating
- (e) Moving of buildings
- (f) Occupancy
- (g) Reroofing and residing
- (h) Any other permits as required by City regulations

(2) APPLICATION FOR PERMITS (Rep & Rec 16-12 & 16-14) -- Application for a building permit shall be made in writing upon a blank form to be furnished by the Building Inspector and shall state the name and address of the owner of the building and the owner of the land on which it is to be erected, the name and address of the designer and shall set forth a legal description of the land on which the building is to be located, the location of the building, the house number thereof and such other information as the Building Inspector may require. With such application there shall be submitted to the Building Inspector 3 complete sets of plans, structural details and 3 copies of a survey.

(a) Survey -- The survey shall be prepared and certified by a surveyor registered by the State of Wisconsin; shall be made no more than 1 year prior to the issuance of a building permit; and shall bear the date of the survey. The certified survey shall also show the following:

- Location and dimensions of all buildings on the lot, both existing and proposed.
- Dimensions of the lot.

- Dimensions showing all setbacks to all buildings on the lot.
 - Proposed grade of proposed structure, to City datum.
 - Grade of lot and of road opposite lot.
 - Grade and setback of adjacent buildings. If adjacent lot is vacant, submit elevation of nearest buildings on same side of the road.
 - Yard or first floor grade of the building.
 - Type of monuments at each corner of lot.
 - Water courses, floodplains, wetlands or existing drainage ditches.
 - Seal and signature of surveyor.
- (b) 1. Plans and Specifications -- All plans shall be drawn to a scale not less than one-fourth (1/4) inch per foot, on paper or cloth in ink, or by some other process that will not fade or obliterate, and shall disclose the existing and proposed provisions for water supply, sanitary sewer connections and surface water drainage. All dimensions shall be accurately figured. Drawings that do not show all necessary detail shall be rejected. Plans may be required to be submitted electronically. A complete set of plans for residential construction shall consist of:
- All elevations.
 - All floor plans.
 - Complete construction details.
 - Fireplace details (3/4 inch per foot) showing cross section of fireplace and flues.
 - Plans of garage when garage is to be built immediately or location of garage when it is to be built at a later date.
2. All plans shall remain on file in the office of the Building Inspector after the completion of the building, after which time the Building Inspector may return the same to the owner, may keep them for public record or may destroy them.

(3) WAIVER OF REQUIREMENTS -- At the option of the Building Inspector, plans, data, specifications and survey need not be submitted with an application for permit to execute minor alterations and repairs to any building, structure or equipment, provided the proposed construction is sufficiently described in the application for permit.

(4) DRAINAGE - GRADING OF LOTS – The plans shall show the present and proposed grades of the lot on which it is proposed to erect the building for which a building permit is sought and of the immediately adjoining property in sufficient detail to indicate the surface water drainage before and after the completion of the grading. If the lot lies within a planned subdivision, grading needs to conform to the master grading plan. No permit shall be issued if the erection of the building and the proposed grades shall unreasonably obstruct the natural flow of water from the surface of adjoining property or obstruct the flow of any existing ravine, ditch, drain or storm water sewer draining neighboring property, unless suitable provision is made for such flow by means of an adequate ditch or pipe, which shall be shown on the plans and shall be constructed so as to provide continuous drainage at all times.

(5) INSPECTOR MAY REVOKE PERMITS

- (a) The Building Inspector may revoke any permit, certificate of occupancy or approval issued under the regulations of this code and may stop construction or use of approved new materials, equipment, methods of construction, devices or appliances for any of the following reasons:
- Whenever there is a violation of any regulation of this code or of any other ordinance, law, lawful orders, Wisconsin Statute or Wisconsin Administrative Code relating to the same subject matter;
 - Whenever the continuance of any construction becomes dangerous to life or property;
 - Whenever there is any violation of any condition or provision of the application for permit or of the permit;
 - Whenever, in the opinion of the Building Inspector, there is inadequate supervision provided on the job site;
 - Whenever any false statement or misrepresentation has been made in the application for permit, plans, drawings, data, specifications or certified lot or plot plan on which the issuance of the permit or approval was based;
 - Whenever there is a violation of any of the conditions of an approval or occupancy given by the Building Inspector for the use of any new materials, equipment, methods of construction devices or appliances.
- (b) The notice to remove a permit, certificate of occupancy or approval shall be in writing and may be served upon the applicant for the permit, owner of the premises and his agent, if any, and on the person having charge of construction.
- (c) A revocation placard shall also be posted upon the building structure, equipment or premises in question by the Building Inspector.
- (d) After the notice is served upon the persons as aforesaid and posted, it shall be unlawful for any person to proceed thereafter with any construction operation whatsoever on the premises and the permit which has been so revoked shall be null and void and before any construction or operation is again resumed, a new permit, as required by this code, shall be procured and fees paid therefore and thereafter the resumption of any construction or operation shall be in compliance with the regulation of this code.

(6) FEES – All applications for a building permit must be accompanied by the proper fee. Permit fees shall be set from time to time by resolution of the Common Council.

(7) POSTING PERMIT CARD (Rep & Rec 16-12) - A card, signed by the Building Inspector, indicating the permit has been issued shall be posted at the job site during construction. After issuance of a building permit, the approved plans shall not be altered unless any proposed change is first approved by the Building Inspector as conforming to the provisions of this code.

(8) EXPIRATION OF PERMIT

- (a) Existing buildings, alterations or additions, accessory buildings and accessory structures: The building permit shall become void unless operations are commenced within six (6) months from the date the permit is issued or if the building or work authorized by such permit is suspended at any time after work is commenced, for a period of more than sixty (60) days.

The building permit shall expire twelve (12) months from the date the permit is issued. Time periods referenced herein may be extended by the Building Inspector if the delay was due to conditions beyond the control of the applicant. No additional permits for the same work will be issued unless a timetable of completion is agreed upon by the Building Inspector.

- (b) New dwellings: The building permit shall expire twenty-four (24) months after issuance if the dwelling exterior has not been completed.
- (c) New commercial buildings: The building permit shall become void unless operations are commenced within six (6) months from the date the permit is issued or if the building or work authorized by such permit is suspended at any time after work is commenced, for a period of more than sixty (60) days. The building permit shall expire twenty four (24) months from the date the permit is issued. Time periods referenced herein may be extended by the Building Inspector if the delay was due to conditions beyond the control of the applicant. No additional permits for the same work will be issued unless a timetable of completion is agreed upon by the Building Inspector.
- (d) Before any work is commenced or recommenced after the permit has lapsed, a new permit shall be issued and all fees paid.

(9) FAILURE TO APPLY (Created 16-12) - Failure to apply for and obtain a permit as required by this Chapter prior to commencement of work shall constitute a violation of this Chapter, except in emergency cases or as otherwise may be waived by the Director of Building Services. Permits applied for after-the-fact must be accompanied by double-triple the permit fee amount or a minimum of \$500.00, whichever is greater.

SECTION 14.07 – INSPECTIONS

(1) COORDINATED INSPECTIONS -- All provisions of the laws and regulations of the municipality and of legally adopted rules of local fire and health officials in respect to the operation, equipment, housekeeping, fire protection, handling and storage of flammable materials, liquids and gases and the maintenance of safe and sanitary conditions of use in occupancy in all buildings shall be strictly enforced by the administrative officials to whom such authority is delegated. Whenever inspection by any authorized enforcement officer discloses any violation of the provisions of this code, or of any other rules, regulations or laws, he shall immediately notify the administrative officer having jurisdiction of the violation.

(2) CERTIFIED REPORTS

- (a) The Building Inspector may require a certified report of all required inspections as regulated by this Code from the registered architect or registered engineer supervising the construction of any building, structure or equipment requiring their supervision. Such certified report shall state, in detail, that all construction work has been executed in accordance with all of the regulations of this code, approved plans, specifications, terms of the permit and, further, that such construction work was executed in accordance with accepted architectural and engineering standard procedures.
- (b) In addition to any certified report required by the Building Inspector in (2)(a) of this section, any time a foundation is to be constructed as part of an approved building, a foundation certification must be provided to the Building Inspector after the foundation is formed but before the concrete is poured. Certification shall be made as noted in (2)(a) of this section. In certain instances, the Building Inspector, at his discretion, may waive this requirement or require certification of the footing instead of a foundation certification.

(3) APPEALS – Any person aggrieved by any order or ruling of the Building Inspector may appeal such ruling to the Zoning Board of Appeals within 30 days after a written decision by the Inspector is made as provided in § 17.1005 of the City of Pewaukee Zoning Code and § 62.23, Wis. Stats. Notice must be filed with the officer from whom the appeal is taken and the secretary of the Zoning Board of Appeals.

swimming pool which shall comply with all applicable setbacks and offsets per the City Zoning Code.

(i) Electrical regulations.

1. All electrical installations provided for, installed, and used in conjunction with a private swimming pool shall be in conformance with the national, state, and local codes regulating electrical installations.
2. Overhead flood or other artificial lights used to illuminate a pool shall be shielded or positioned to eliminate direct light and minimize reflected light onto adjoining properties and roadways.

(j) Nuisances. No pool shall be so operated or maintained as to create a nuisance, any eyesore or otherwise to result in a substantial adverse effect on neighboring properties, or to be in any other way detrimental to the public health, safety and welfare.

(k) Sanitation. A swimming pool and its appurtenant facilities shall be kept clean and in a sanitary condition.

SUBCHAPTER VI. -- FOUNDATION REPAIR AND DAMP-PROOFING

SECTION 14.40 -- FOUNDATION REPAIRS AND DAMP-PROOFING.

(1) Repairs to foundations and damp proofing require a permit from the Building Services Department. Application for permit shall include a statement of the existing defects, and an analysis of the cause of those existing defects to ensure that all conditions responsible for foundation defects are corrected.

(2) Plans and/or specifications must be submitted for approval prior to issuance of a permit.

(3) Except as otherwise permitted by the Director of Building Services, foundation repair shall be performed in accordance to the Best Management Standards for Foundation Repair, March 2003.

(4) Permit fee for foundation repairs and damp-proofing shall be set from time to time by resolution of the Common Council.

SUBCHAPTER VII - PLUMBING CODE

SECTION 14.50 - TITLE.

This subchapter shall be known as the "Plumbing Systems Code."

SECTION 14.51 - PLUMBING DEFINED.

As used in the Plumbing Systems Code, plumbing is defined as stated in Section 145.01, Wisconsin Statutes. Any future amendments, revisions or modifications thereto are made a part of this Code by reference in order to secure uniform statewide regulation.

SECTION 14.52 - STATE PLUMBING AND FIRE PROTECTION SYSTEMS CODE ADOPTED.

(Rep & Rec 12-14)

The provisions and regulations of Chapter 145, Wisconsin Statutes, and Chapters SPS 381, 382, 383, 384, 385, Wisconsin Administration Code and any future amendments, revisions, or modifications thereto are made a part of this Code by reference in order to secure uniform statewide regulation of plumbing systems.

SECTION 14.53 - PLUMBING INSPECTOR (Rep & Rec 16-12)

(1) APPOINTMENT

There is hereby created the position of Plumbing Inspector in accordance with Section 145.05, Wisconsin Statutes, who shall be appointed by the Common Council. The Plumbing Inspector shall be a licensed master plumber. The Plumbing Inspector shall act as a building inspector when requested by the Director of Building Services Department to the extent the Inspector has proper State certification(s).

(2) TERMINATION

The Director and Administrator may at their discretion terminate employment of the Plumbing Inspector in the event the inspector fails to meet the qualifications required here or by the State; has obtained certification through fraud or deceit; or demonstrates negligence, incompetence or misconduct in fulfilling the responsibilities of this position.

SECTION 14.54 - AUTHORITY AND RESPONSIBILITY OF PLUMBING INSPECTOR
(Rep & Rec 16-12)

(1) ENFORCEMENT

The Plumbing Inspector shall enforce all provisions of this Chapter as well as all other applicable provisions of the Wisconsin Statutes, Wisconsin Administrative Code, Occupational, Safety and Health Administration Regulations, and City of Pewaukee Municipal Code, pertaining to the installation and repair of plumbing systems.

(2) APPROVALS

The Plumbing Inspector is authorized to approve all applications required under this Chapter, issue permits as authorized by this Chapter and collect fees for services as outlined by this Chapter.

(3) Repealed 16-12

(4) POWER AND AUTHORITY TO ENTER UPON PREMISES.

The Plumbing Inspector or authorized agent shall have the power and authority at all reasonable hours, for any proper purpose, to enter any public or private building, or premises in the discharge of official duties, or for the purpose of making any inspection or test of the plumbing system or appliances contained therein. The Inspector or agent shall be given prompt access to any premises upon notification to the owner or person in immediate charge of the premises. Any person, who shall willfully or knowingly resist or obstruct the Inspector or agent in the performance of their duties, shall be guilty of a violation of this Chapter.

SECTION 14.55 - APPLICATIONS, PERMITS, AND PLUMBER'S LICENSES.

(1) REQUIREMENTS

No plumbing systems, unless specifically exempted by this Chapter, shall be installed in the City of Pewaukee without first filing an application and receiving a permit. Each application must receive the approval of the Plumbing Inspector before the permit can be issued. All permits must specifically cover the work to be performed. Payment of permit fee must accompany permit applications before review and issuance of the permit can occur. Permit fees shall be set by resolution of the Common Council from time to time.

(2) PLUMBING LICENSE REQUIRED

No person may perform plumbing work unless they are licensed by the State of Wisconsin. A State plumbing license is not required for plumbing work performed by a property owner in a one-family building owned and occupied by the owner as their home or farm building.

(3) EXPIRATION OF LICENSES AND PERMITS

All permits shall automatically expire one (1) year after their issuance dates unless specifically authorized by the Plumbing Inspector.

(4) FAILURE TO APPLY

Failure to apply for and obtain a permit as required by this Chapter prior to commencement of work shall constitute a violation of this Chapter, except in emergency cases or as otherwise may be waived by the Director of Building Services. Permits applied for after-the fact must be accompanied by double-triple the permit fee amount or a minimum of \$500.00, whichever is greater.

SECTION 14.56 - INSTALLATION INSPECTIONS (Rep & Rec 16-12)

(1) INSPECTIONS AND FEES

Inspections for all Plumbing and Fire Protection installations shall be performed in accordance with the regulations as adopted herein. Fees for inspections shall be established from time to time by resolution of the Common Council upon recommendation of the Director of Building Services.

(2) INSTALLATION OF BUILDING SEWER CONNECTION

The installation of a building sewer connection to a public sewer must be made in the following manner:

The Inspector shall be notified twenty-four (24) hours before installation will be made. The Inspector may remain at the site until the connection has been made, sewer has been installed and properly bedded and tests of installation have been made.

SECTION 14.57 - CLEAR WATER WASTES (Rep & Rec 12-14, 12-15, 16-12)

(1) DISCHARGE

All clear water wastes as defined in Chapter SPS 381, Wis. Adm. Code, shall be discharged either by gravity flow or by mechanical means to a storm sewer, to the surface of the ground outside of the building or to other places of disposal as may be authorized by the Plumbing Inspector.

(2) ADJOINING PROPERTY

Clear water may not be directed to adjoining property except where natural drainage ways exist.

(3) VIOLATIONS

Any person responsible for permitting clear water to discharge to a sanitary sewer by any means whatsoever shall be subject to the penalties prescribed for violations of this Ordinance.

SECTION 14.58 - UNDERGROUND WATER DISTRIBUTION PIPES

Underground piping located in areas subject to freezing shall be buried a minimum depth, or provided with insulation, as required by the Wisconsin Administrative Codes and approved by the Plumbing Inspector.

SECTION 14.59 - EXCAVATIONS FOR SEWER AND WATER INSTALLATIONS

(1) EXCAVATIONS

All excavations are governed by the City of Pewaukee Municipal Code and Wisconsin Administrative Codes.

(2) STRAIGHT LINE WATER LATERALS

When a sewer and/or water lateral cannot be installed in a straight line between the connection at the main and the existing laterals at the lot line, permission for said installation is required and must be received from the Plumbing Inspector. If said approval is granted and said installation is completed, the installer shall provide the Plumbing Inspector with a drawing of the installations showing dimensioned locations of all piping.

SECTION 14.60 – FEES (Rep & Rec 16-12)

All fees including but not limited to permit and inspection fees authorized by these Chapters shall be set from time to time by resolution of the Common Council.

SUBCHAPTER VIII - ELECTRICAL

SECTION 14.70 - TITLE.

This subchapter shall be known as the "Electrical Code".

SECTION 14.71 - STATE AND NATIONAL ELECTRICAL CODE ADOPTED (Rep & Rec 12-14)

The Common Council of the City of Pewaukee hereby adopts the Wisconsin State Electrical Code, Volume 1, Wis. Adm. Code Chap. PSC II4 and Volume 2, Wis. Admin. Code Chapter SPS 316, along with the National Electrical Code, and any future additions, amendments or modifications of the same, and makes them a part of this Code by reference. Said Codes shall govern the electrical installation, alteration or repair occurring in the City of Pewaukee. In the event that there is a conflict between the State and National Codes, the State Code shall control.

SECTION 14.72 - ELECTRICAL PERMIT REQUIRED (Rep & Rec 16-12)

No person, firm or corporation shall alter or install electrical wires and apparatus for any purpose whatsoever in the City of Pewaukee unless and until a permit is obtained from the City Electrical Inspector in compliance with the terms of this code. Payment of the permit fee must accompany permit applications before review and issuance of the permit can occur. Permit fees shall be set from time to time by resolution of the Common Council.

(1) EXPIRATION OF LICENSES AND PERMITS

All permits shall automatically expire one (1) year after their issuance dates unless specifically authorized by the Electrical Inspector.

(2) FAILURE TO APPLY

Failure to apply for and obtain a permit as required by this Chapter prior to commencement of work shall constitute a violation of this Chapter, except in emergency cases or as otherwise may be waived by the Director of Building Services. Permits applied for after the fact must be accompanied by double-triple the permit fee amount or a minimum of \$500.00, whichever is greater.

SECTION 14.73 - ELECTRICAL INSPECTOR. (Rep & Rec 12-14, 12-15, 16-12)

(1) APPOINTMENT

The Electrical Inspector or Commercial Electrical Inspector shall be appointed by the Common Council and must be State Certified as a Wisconsin Master Electrician, knowledgeable of electrical construction for safety of life and property, the statutes of the State of Wisconsin relating to electrical work, the rules and regulations issued by the Department of Safety and Professional Services of Wisconsin under authority of the Statutes, and the National Electrical Code as adopted by Wisconsin Administrative Code Chapter SPS 316.

(2) DUTIES

The Electrical Inspector shall supervise and inspect all electrical work occurring in the City of Pewaukee whether new installations or alterations. Additionally, the Electrical Inspector shall supervise and inspect building construction and HVAC work as a building inspector when requested by the Director of the Building Services Department in accordance with certification(s) held by the inspector.

The Electrical Inspector shall enforce the provisions of this Code and shall be responsible for recommending permit fees, preparing suitable forms and permits necessary for obtaining compliance with this Code.

(3) TERMINATION

The Director and Administrator may in their discretion terminate employment of the Electrical Inspector in the event the inspector fails to meet the qualifications required here or required by the State; has obtained certification through fraud or deceit; demonstrates negligence, incompetence or misconduct in fulfilling the responsibilities of this position; is arrested or convicted for a crime substantially related to the State certification; or violates state, federal or local laws or regulations relating to the conduct of this position.

SECTION 14.74 - POWER AND AUTHORITY TO ENTER UPON PREMISES.

The Electrical Inspector or authorized agent shall have the power and authority at all reasonable hours, for any proper purpose, to enter any public or private building, premises in the discharge of official duties, or for the purpose of making any inspection or test of the electrical wires or appliances contained therein. The Inspector or agent shall be given prompt access to any premises upon notification to the owner or person in immediate charge of the premises. Any person, who shall willfully or knowingly resist or obstruct the Inspector in the performance of their duties shall be guilty of a violation of this Chapter.

SECTION 14.75 - NOTICE TO INSPECT.

Upon completion of "roughed in" wiring, before covering from view, it shall be the duty of the person, persons, firm or corporation doing said electrical work in the City of Pewaukee to notify the Electrical Inspector at least 24 hours before inspection is required that the premises are ready to be inspected.

SECTION 14.76 - APPLICATION AND PERMITS.

No electrical wiring, whether in the nature of installation, alteration or repair shall be done without a permit. The Electrical Inspector may refuse to issue a permit if the application is not completely filled out in accordance with the terms of this Code or if the contractor is not a licensed electrician in the State of Wisconsin.

SUBCHAPTER IX - RESERVED

SUBCHAPTER X. -- MISCELLANEOUS AND VIOLATIONS

SECTION 14.90 -- Repealed 16-12

SECTION 14.91 -- DAMAGE TO PUBLIC OR PRIVATE PROPERTY

Damage to curbs, gutters, catch basins, sidewalks, culverts, street surface, shoulders, storm drainage ditches or sewers, man holes, monuments, fire hydrants and other utility fixtures, fences, fixed barriers, lights, signs or trees and shrubs located on contiguous private or public property shall be replaced or repaired at the discretion and supervision of the owner of such contiguous property.

SECTION 14.92 -- BURNING CONSTRUCTION DEBRIS PROHIBITED

The burning on or adjacent to the site of building materials, debris and solid or liquid waste will not be allowed, and if such activity occurs which results in a fire call and fire personnel and equipment responding, it will be considered a violation subject to payment of all costs related thereto.

SECTION 14.93 – VIOLATIONS (Rep & Rec 16-12)

It shall be unlawful for any person to erect, use, occupy or maintain any building or structure in violation of any provisions of this Code, or to cause, permit or suffer any such violations to be committed of the City of Pewaukee Municipal Code. Any person violating any of the provisions of this Code shall be subject to the penalty provisions as set forth in Chapter 25. It shall be the responsibility of the offender to abate the violation as expeditiously as possible and each day that such violation is permitted to continue shall constitute a separate offense. If, in any action, a permit was issued, it shall not constitute a defense nor shall any error, oversight or dereliction of duty on the part of the Inspector constitute a defense.

**CITY OF PEWAUKEE
COMMON COUNCIL AGENDA ITEM 3.6.**

DATE: January 21, 2019

DEPARTMENT: Clerk/Treasurer

PROVIDED BY:

SUBJECT:

Concur with the Plan Commission (12/20/2018) and Approve **Ordinance 19-02** (*Second Reading*) Revising Chapter 17 Zoning Code

BACKGROUND:

FINANCIAL IMPACT:

RECOMMENDED MOTION:

ATTACHMENTS:

Description

Chapter 17 Staff Comments

Chapter 17



Office of the Planner & Community Development Director
W240 N3065 Pewaukee Road
Pewaukee, Wisconsin 53072
Phone (262) 691-0770 Fax (262) 691-1798
fuchs@pewaukee.wi.us

REPORT TO THE PLAN COMMISSION

Meeting of December 20, 2018

Date: December 12, 2018

Project Name: M-1 and M-2 District Amendment

Project Address/Tax Key No.: City-wide

Project Description

Staff is requesting an amendment to the M-1 General Wholesale Business/Warehouse District and the M-2 Limited Industrial District. The amendment would essentially allow manufacturing and fabrication uses (i.e. M-2 uses) within the M-1 District and wholesale, warehousing and distribution uses (i.e. M-1 uses) in the M-2 District. This applies to both Permitted and Conditional Uses. The attached tracked change copy of these zoning districts provides the exact proposed language.

The amendment is an interim change to address use issues within these two zoning districts. The City has recently received several Business Plan of Operation Applications for businesses to locate within existing tenant spaces that are consistent with the land use for the property; however, the zoning district does not allow the use. Staff finds that combining M-1 and M-2 District uses will significantly resolve this issue. Furthermore, staff contends that it is appropriate to mix manufacturing, wholesale, warehouse, and distribution type uses within the same zoning district.

In the long-term, staff plans to bring forward a more comprehensive review and amendment of zoning districts and allowed uses.

Recommendation

A motion recommending approval of the text amendment to Sections 17.0423a., 17.0423c., 17.0424a., and 17.0424c. as presented by staff.

17.0423 M-1, GENERAL WHOLESALE BUSINESS/WAREHOUSE DISTRICT

The M-1, General Wholesale Business/Warehouse District is intended to provide for the orderly and attractive grouping at appropriate locations of wholesale business or warehousing activities including storage and distribution of both wholesale and retail goods, but including no retail sales on the premises except as permitted by the Plan Commission.

a. Permitted Principal Uses

- (1) Establishments for the wholesale sale of goods and materials (other than chemical, flammable liquid, gaseous, vaporous, or explosive substances) where such goods or materials are temporarily stored inside a permanent building or within an open area attractively and effectively visually screened from public streets, roads, or highways and adjacent uses and where the individual goods or materials are not reduced in size or basically changed in character.
- (2) Buildings or yards for the storage of wholesale goods and materials (other than chemicals, flammable liquids, and gaseous, vaporous, or explosive substances) where such goods or materials are temporarily stored inside a permanent building or within an open area attractively and effectively visually screened from passersby, public streets, roads, or highways and adjacent uses, and where the individual goods or materials are not reduced in size or basically changed in character.

(3) Those uses allowed as Permitted Principal Uses within the M-2 Limited Industrial District.

~~(3)~~(4) Commercial Kennels. (Cr. 13-09)

b. Permitted Accessory Uses

- (1) Offices, or garages for storage of licensed vehicles used in conjunction with the operation of the business or for occupants of the premises.
- (2) Screened off-street parking and loading access, including parking ramps and garages.
- (3) (See Section 17.0700).
- (4) The storage of not more than 10,000 gallons of fuel and petroleum products for use incidental to the principal use and upon specific approval of the Plan Commission after recommendation by the Fire Chief.

c. Conditional Uses

- (1) Establishments for the temporary storage of vehicles used in the transport of goods and materials.
- (2) Establishments for the transfer of wholesale goods and materials from one transport vehicle to another.

(3) Those uses allowed as Conditional Uses within the M-2 Limited Industrial District.

~~(3)~~(4) Buildings, structures, or tanks used for the storage of chemicals, flammable liquids, and gaseous or vaporous substances, other than permitted accessory uses, upon specific approval of the Plan Commission after recommendation by the Fire Chief.

~~(4)~~(5) Yards and structures used for the temporary storage or holding of animals not for slaughter.

~~(5)~~(6) Warehouses used, or designed to be used, for the storage of domestic household goods, "dead" files and other limited time and use storage.

~~(6)~~(7) Residential quarters for the owner or hired caretaker provided that such quarters are in the principal building, not more than 750 square feet in area, no more than two (2) bedrooms, and not for rent, lease or separate sale.

(8) Yards for the storage of bulk construction products when screened from view.

d. Lot Area and Width

- (1) Lots shall have a minimum area of two (2) acres.
- (2) Lots shall not be less than 200 feet in width at the building setback line.

e. Building Height and Size (See Section 17.0210)

- (1) No principal building, no part of a principal building, and no goods or materials stored shall exceed 35 feet in height.
- (2) No accessory building shall exceed 18 feet in height.

f. Setback and Yards

- (1) There shall be a minimum building (or street) setback of 30 feet from the right-of-way of all streets, roads, or highways.
- (2) There shall be a side yard on each side of all buildings not less than 25 feet in width and buildings shall be no closer than 50 feet from another building.
- (3) There shall be a rear yard of not less than 25 feet.
- (4) All structures and storage yards shall be set back a minimum 75 feet from the designated 100 year recurrence interval (base flood) floodplain of all navigable streams and bodies of water and 25 feet from any designated wetland. (Also see subsection 17.0435)

g. Parking and Loading Space

- (1) There shall be adequate paved off-street parking space provided for the intended use of the property and no on-street parking or on-street vehicle maneuvering will be allowed in the vicinity of the property. (Also see subsection 17.0210 and section 17.0600).
- (2) There shall be adequate paved off-street loading area provided to accommodate all necessary loading and unloading activities on the premises, and no loading dock or area shall be located closer than 100 feet from the right-of-way of a public access street.
- (3) All parking and loading areas shall be adequately screened as determined by the Plan Commission.
- (4) There shall be no driveway, parking or loading area within 25 feet of a street right-of-way or 15 feet of an adjacent property.

h. Minimum Utility Service

Electricity, and where available, public sewer and water supply.

i. Special Regulations

To encourage wholesale business use environment that is compatible with the residential character of the City, a Building and/or Zoning permits for permitted uses in the M-1 District shall not be issued without prior review by and approval of the City Plan Commission. Said review and approval shall be concerned with existing and planned adjacent uses, need for public or private water supply and sanitary sewage disposal facilities, general site layout, building and operation plans, ingress, egress, drainage, lighting, signage, parking, loading and unloading, screening and landscape plans.

17.0424 M-2, LIMITED INDUSTRIAL DISTRICT

The M-2, Limited Industrial District is intended to provide for manufacturing or fabrication operations and related offices, which, on the basis of physical and operational characteristics, would not be detrimental to the immediate surrounding area or to the City as a whole by reason of smoke, odor, noise, dust, liquid, flash, traffic, physical appearance, or other similar factors; and to establish such regulatory controls as will reasonably insure compatibility with the surrounding area in these respects. All uses in this district must meet the State of Wisconsin industrial standards. (See subsection 17.0210).

a. Permitted Principal Uses

- (1) All uses involving the manufacture of goods within the confines of a permanent building and in which any smoke, noise, dust, flash, liquid, or odor produced in the manufacturing process is either not produced or is confined within the building.
- (2) All uses involving the fabrication of materials within the confines of a permanent building and in which any smoke, dust, flash, liquid, noise, or odor produced in the fabrication process is either not produced or is confined within the building.
- (3) All uses involving the provision of an office or service which is either manufacturing or fabrication-related and not permitted in business/commercial districts, confined within a permanent building, and in which any smoke, dust, flash, heat, noise, liquid or odor produced by such service uses is either not produced or is confined within the building.
- (4) Those uses allowed as Permitted Principal Uses within the M-1 General Wholesale Business/Warehouse District.
- ~~(4)~~(5) Commercial Kennels. (Cr. 13-09)

b. Permitted Accessory Uses

- (1) Enclosed as well as screened areas for the storage of materials, other than explosive or flammable materials or substances, used in the manufacturing or fabrication process.
- (2) Offices normally auxiliary to the principal uses.
- (3) Garages for the storage of licensed vehicles used in conjunction with the operation of the industrial uses.
- (4) Auxiliary power generators.
- (5) Screened off-street parking and loading areas.
- (6) Non-flashing signs (see Section 17.0700).
- (7) The storage of not more than 10,000 gallons of fuel and petroleum products for use incidental to the principal use, and upon specific approval of the Plan Commission.
- (8) Residential quarters for the owner or hired caretaker provided that such quarters are in the principal building, not more than 750 square feet in area, no more than two (2) bedrooms, and not for rent, lease or separate sale.
- (9) Retail outlets for goods manufactured or fabricated on the premises as long as such outlet comprises no more than five (5) percent of the total floor area, and manufacturing/fabrication related training/educational classes as long as such classes comprise no more than 50 percent of the total floor space.

c. Conditional Uses

- (1) Those uses allowed as Conditional Uses within the M-1 General Wholesale Business/Warehouse District.
- ~~(4)~~(2) Storage of explosive or flammable materials, other than permitted

accessory uses, related to the permitted principal use, upon specific approval of the Plan Commission.

~~(2)~~(3) Day care operations, wellness centers, physical fitness and training centers.

d. Lot Area and Width

- (1) Lots shall have a minimum area of two (2) acres.
- (2) Lots shall be not less than 200 feet in width at the building setback line.

e. Building Height and Size

- (1) No principal building or parts of a principal building shall exceed 35 feet in height.
- (2) No accessory building shall exceed 18 feet in height.

f. Setback and Yards (See Section 17.0210)

- (1) There shall be a minimum building (or street) setback of 45 feet from the right-of-way of all streets.
- (2) There shall be a minimum side yard equal to the required side yard in the adjacent district, but not less than 25 feet and buildings shall be no closer than 50 feet from another building.
- (3) There shall be a rear yard of not less than 25 feet.
- (4) All structures and storage yards shall be set back a minimum 75 feet from the designated 100 year recurrence interval (base flood) floodplain of all navigable streams and bodies of water and 25 feet from any designated wetland. (Also see sub-section 17.0435)

g. Parking and Loading Space

- (1) There shall be adequate paved off-street parking space provided for intended use of the property and no on-street parking or on-street vehicle maneuvering will be allowed in the vicinity of the property. (see subsection 17.0210 and section 17.0600).
- (2) There shall be adequate paved off-street loading areas to accommodate all necessary loading or unloading activities on the premises, and no loading dock or area shall be located closer than 100 feet from the right-of-way of a public access street.
- (3) All parking and loading areas shall be adequately screened as determined by the Plan Commission.
- (4) There shall be no driveway, parking or loading area within 15 feet of an adjacent property or within 25 feet of a street right-of-way.

h. Minimum Utility Service

Electricity and public sanitary sewerage and water supply facilities.

i. Special Regulations

To encourage a business use environment that is compatible with the residential character of the City, Building and/or Zoning permits for permitted uses in the M-2 Limited Industrial District shall not be issued without prior review by and approval of the Plan Commission. Said review and approval shall be concerned with adjacent existing and planned uses, general site layout, operation plans, need for public sewer and water facilities, storm water drainage, ingress, egress, parking, loading and unloading, signage, lighting, screening and landscape plans.

**CITY OF PEWAUKEE
COMMON COUNCIL AGENDA ITEM 3.7.**

DATE: January 21, 2019

DEPARTMENT: PRCS - Planning

PROVIDED BY:

SUBJECT:

Concur with the Plan Commission (1/17/2019) and Approve **Ordinance 19-03** (*Second Reading*) Rezoning Property Located at N37 W26991 Kopmeier Drive (PWC 0894-976) From F-1 Floodplain District to Rs-7 Single-Family Residential for the Purpose of Properly Identifying Areas That Do Not Reside Within the 100 Year Floodplain at the Request of Dan & Nicole Ladwig

BACKGROUND:

FINANCIAL IMPACT:

RECOMMENDED MOTION:

ATTACHMENTS:

Description

Ordinance 19-03

Ladwig Rezoning Map

Ladwig Rezoning Petition

Ladwig Staff Report

Ladwig Rezoning LPSD Staff Report

STATE OF WISCONSIN

CITY OF PEWAUKEE

WAUKESHA COUNTY

ORDINANCE 19-03

**TO AMEND THE ZONING MAP OF
THE CITY OF PEWAUKEE, WAUKESHA COUNTY, WISCONSIN**

The Common Council of the City of Pewaukee, Waukesha County, Wisconsin do ordain that the Zoning Map of the City of Pewaukee, Wisconsin is hereby amended to change the zoning classification of the property described below as follows:

FROM: **F-1 FLOODPLAIN DISTRICT**

TO: **RS-7 SINGLE FAMILY RESIDENTIAL**

SECTION 1 - DESCRIPTION

The following described property:

PT NW1/4 SEC 8 T7N R19E; COM NW COR S 1125 FT; S82°52'E 100.4 FT THE BGN;
S82°52'E 311.21 FT; S15°10'W 52.51 FT; N87°01'W 248.37 FT; N31°40'W 89.58 FT TO BGN
:: DOC# 4268900

Common Description: N37 W26991 Kopmeier Drive

Tax Key Number: PWC 0894-976

SECTION 2 –SEVERABILITY

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

SECTION 3 - ACTION

This Ordinance shall take effect upon passage and posting.

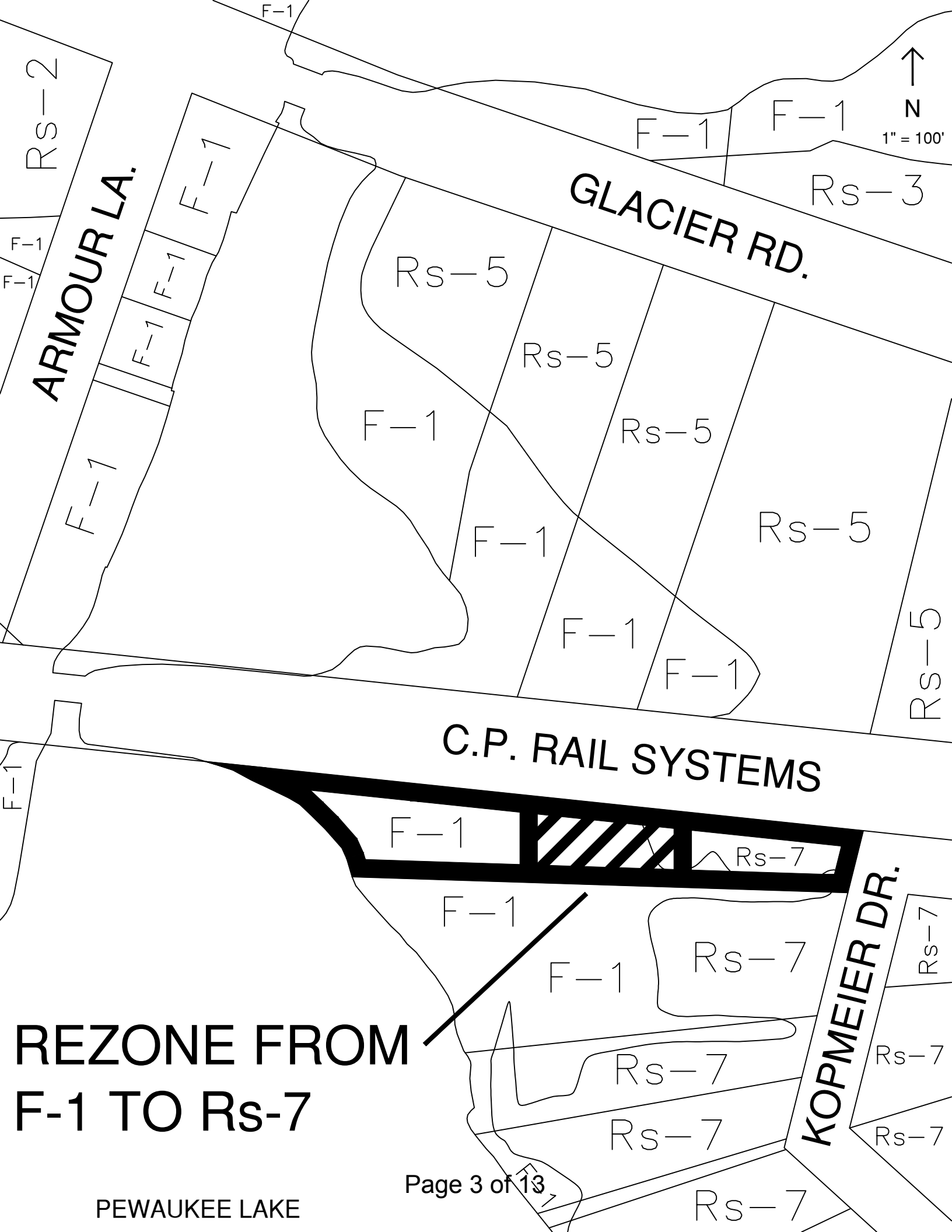
Dated this 21st day of January, 2019

COMMON COUNCIL OF THE CITY OF PEWAUKEE
WAUKESHA COUNTY, WISCONSIN

Attest:

Steve Bierce, Mayor

Kelly Tarczewski, Clerk/Treasurer



**REZONE FROM
F-1 TO Rs-7**

CITY OF PEWAUKEE

STATE OF WISCONSIN

WAUKESHA COUNTY

- NOTICE OF ZONING MAP AMENDMENT PUBLIC HEARING -

**PLEASE TAKE NOTICE THAT THERE WILL BE A PUBLIC HEARING ON THE PETITION OF:
DAN & NICOLE LADWIG TO REZONE FROM: F-1 FLOODPLAIN DISTRICT TO:
RS-7 SINGLE-FAMILY RESIDENTIAL**

THE FOLLOWING PROPERTY IN THE CITY OF PEWAUKEE:

Legal description of the property to be rezoned:

PT NW1/4 SEC 8 T7N R19E; COM NW COR S 1125 FT; S82°52'E 100.4 FT THE BGN; S82°52'E
311.21 FT; S15°10'W 52.51 FT; N87°01'W 248.37 FT; N31°40'W 89.58 FT TO BGN :: DOC# 4268900

Common Description: N37 W26991 Kopmeier Drive

Tax Key Number: PWC 0894976

This Amendment to the Zoning Map (Change in zoning) is being proposed for the purpose of: properly
identifying areas that do not reside within the 100 year floodplain.

THE PUBLIC HEARING will be held at a meeting of the City Plan Commission in the City Hall
Common Council Chambers on **Thursday, January 17th, 2019** at or after **7:00 PM**.

Dated this 12th day of December, 2018.

Kelly Tarczewski,
Clerk/Treasurer, City of Pewaukee



Office of the Planner & Community Development Director
W240 N3065 Pewaukee Road
Pewaukee, Wisconsin 53072
Phone (262) 691-0770 Fax (262) 691-1798
fuchs@pewaukee.wi.us

REPORT TO THE PLAN COMMISSION

Meeting of January 17, 2019

Date: December 12, 2018

Project Name: Ladwig Rezoning Request

Project Address/Tax Key No.: N37W26991 Kopmeier Drive, Tax Key No. 0894976

Applicant: Daniel J. Ladwig and Nicole L. Ladwig

Property Owner: Daniel J. Ladwig and Nicole L. Ladwig

Current Zoning: Rs-7 Single-Family Residential District and F-1 Floodplain District (SO Shoreland Overlay District)

Proposed Zoning: Rs-7 Single-Family Residential District and F-1 Floodplain District (SO Shoreland Overlay District)

2050 Land Use Map Designation: Flood Plains, Lowland & Upland Conservancy, and Other Natural Areas

Use of Surrounding Properties: CP Rail System to the north, single-family residential to the south and east and Pewaukee Lake to the west

Introduction

The subject application was previously tabled at the November 15, 2018 Plan Commission meeting due to concerns raised by the Lake Pewaukee Sanitary District (LPSD). City staff has now had time to review information provided by the LPSD and also spoke with Mr. Koepp, Manager of the LPSD.

Staff agrees that development of the property is difficult and limited due to existing site conditions and an easement on the property; however, the survey provided by the applicant properly locates the wetland onsite as well as the floodplain boundary. Staff would further note that any development of the property must conform to Rs-7, F-1 and SO zoning district standards. A condition requiring FEMA approval of a Letter of Map Amendment is also being recommended by staff. If these standards are met, staff does not find reason to recommend denial of the rezoning or a future Building Permit. With that said, if any standards or conditions are determined not to be met in review of building plans, a Building Permit will not be issued.

Project Description

The applicant filed a Rezoning Application requesting approval to rezone a portion of the property located at N37W26991 Kopmeier Drive to amend the F-1 Floodplain District boundary to match the field delineated boundary provided by the applicant's surveyor. *In addition to the rezoning, staff recommends that the applicant apply for a Letter of Map Amendment with FEMA to also amend the Flood Insurance Rate Map, prior to issuance of a Building Permit.*

The property is currently zoned F-1 Floodplain District and Rs-7 Single-Family Residential District and, if approved, will retain the same zoning; however, the F-1 District boundary will be changed and reduced in area per the boundary provided on the attached survey.

The property owner intends to amend the district boundary and construct a single-family home on the property. The proposed home is subject to Building Permit review and must meet all Rs-7 District, F-1 District, and SO Shoreland Overlay District standards.

Recommendation

A motion recommending approval to rezone a portion of property located at N37W26991 Kopmeier Drive from F-1 Floodplain District to Rs-7 Single-Family Residential District, subject to approval of a Letter of Map Amendment through FEMA to amend the Flood Insurance Rate Map, prior to issuance of a Building Permit.

LAKE PEWAUKEE SANITARY DISTRICT

N25 W27534 Oak Street • P. O. Box 111 • Pewaukee, WI 53072

(262) 691-4485 • Fax (262) 691-8096 www.lakepewaukeesd.org



November 6th, 2018

City of Pewaukee Common Council

W240 N3065 Pewaukee Road

Pewaukee, WI 53072

Re: N37 W26991 Kopmeier drive (Tax Key PWC 0894976) Rezoning/Flood Plain Issue

Dear Common Council Members,

The property owned by Dan and Nicole Ladwig resides in the 100 year flood plain and it is currently zoned correctly. See the enclosed Flood Plain Map (exhibit "B"). The property was photographed in 2013 as the District was identifying properties for wetland protection. The photo was not during a high water level and as shown most of the property is inundated in water. It is enclosed for your reference (exhibit "C").

The Southeastern regional Planning Commission (SEWRPC) and the Lake Pewaukee Sanitary District (LPSD) identified the property to be put into government ownership to protect the wetlands and flood plain as part of the Pewaukee Lake Watershed and Protection Plan currently being finalized by the SEWRPC. (Exhibit "E and F" although they have it shown as already owned by the City of Pewaukee).

The request for the rezoning out of the flood zone cannot be considered without hiring a qualified engineering firm to complete a flood study and proving a portion of the property is out of the flood plain. If the engineering flood study proves a portion of the property is out of the flood plain the owners can apply for a LOMA (Letter of Map Amendment). If approved by the WDNR and FEMA only then can or should the City consider re-zoning out of the F-1 zone to Rs-7.

It should also be noted that the property has had a wetland delineation completed and approximately 90% of the property is in a wetland that the District wishes to protect to filter the pollutants, nutrients and heavy metals from draining into the lake. The District continuously watches carefully for any filling in of these important wetlands.

There is a storm water easement along the railroad tracks and there is a sanitary sewer easement from the lift station paralleling the storm water easement along the tracks. These easements can be seen on the enclosed exhibit "A". This encompasses the property from behind the lift station to the sewer manhole across the lake in Judy and Rick Welches property on Parkside road (see exhibit "D"). The sewer pipe is 42+/- years old. No structures of any sort should be allowed in a sanitary sewer easement (i.e.: piers, sheds, boardwalks) as the access to this critical pipe cannot be compromised. Should a failure occur sewage would run directly in the lake or the lake would drain into the sewer pipe. Under both circumstances any land owner obstructions could be detrimental to the lake and the sewer system.

Under the circumstances perhaps this property is a potential candidate for eminent domain by the City or Lake Pewaukee Sanitary District to avoid future problems with the new land owner activity.

Please contact our office if you have any questions,

Sincerely,

A handwritten signature in blue ink, appearing to read "Thomas H. Koepp".

Thomas H. Koepp, P.E., LEED AP

Manager

Lake Pewaukee Sanitary District

Enclosures: Exhibit's A, B, C, D, E and F

Cc: LPSD Commissioners

EXHIBIT "A"

PERMANENT EASEMENT For Ingress and Egress, and Sanitary Sewerage Facilities

Being part of Government Lot 4 in the Northwest 1/4 of the Northwest Fractional 1/4 of Section 8, Town 7 North, Range 19 East, City of Pewaukee, Waukesha County, Wisconsin.

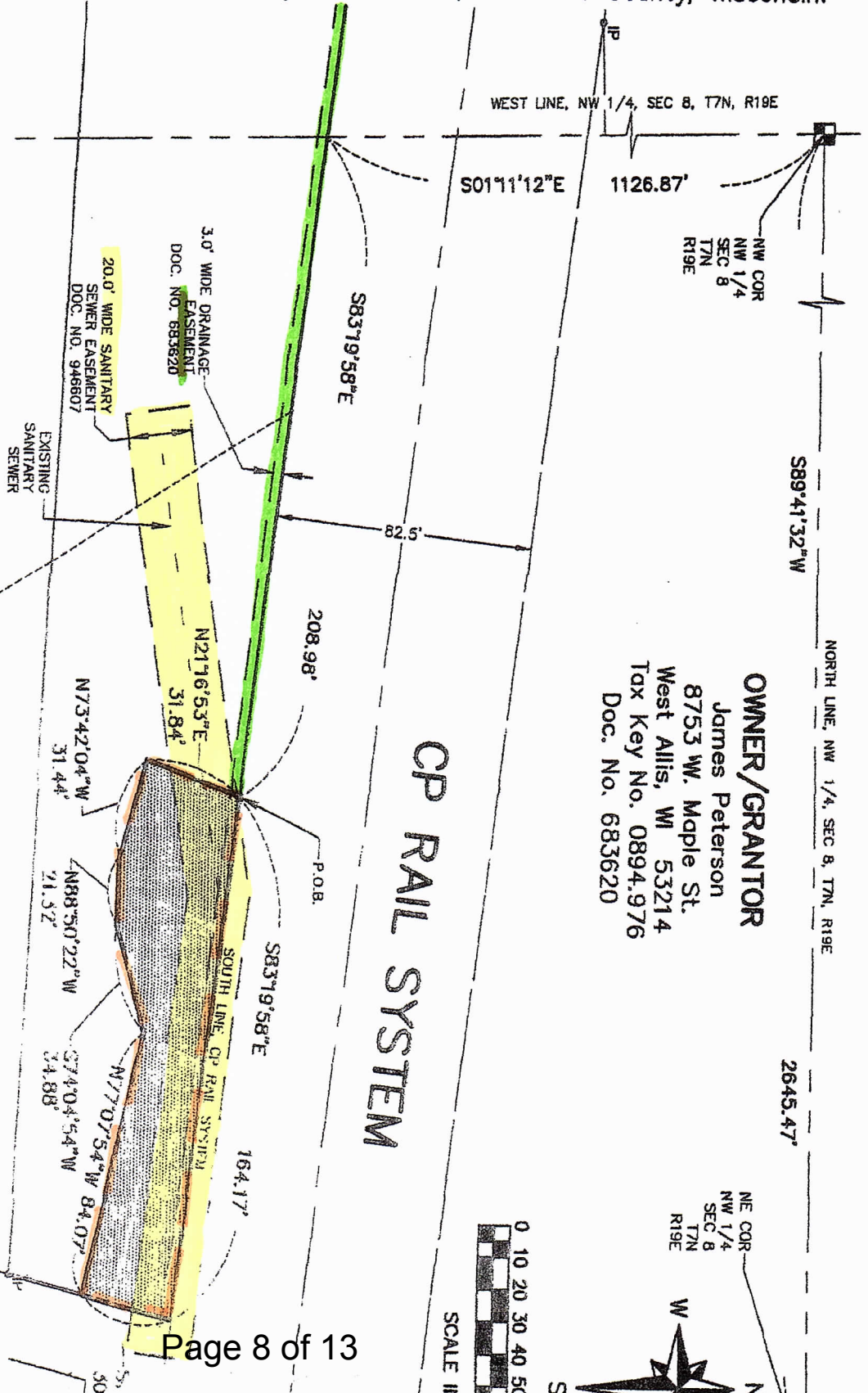
NOTE(S):
1) All bearings are referenced to the North line of the Trac. NW 1/4 of Sec. 8, T. 7 N., R. 19 E., assumed bearing of S89°41'32"W (Misc. State Plane Coordinate System, South Zone).



DENOTED EASEMENT AREA
0.1079 AC. / 4,707 sq. ft.

IRON PIPE FOUND (TTP)

KOPMEIER DRIVE



OWNER/GRANTOR
James Peterson
8753 W. Maple St.
West Allis, WI 53214
Tax Key No. 0894.976
Doc. No. 683620



SCALE IN



EXHIBIT "A"

FEMA Flood Plain Map



Legend

- Parcels
- Plats
- Retired Parcels
- Retired Plats
- FEMA Floodplain
 - 0.2% Chance Flood
 - 1% Chance Flood (Zone A N)
 - 1% Chance Flood Area (Zon
 - AE Floodway
- Municipal Boundary_2K
- Waterbodies_2K_Labels
- Waterlines_2K_Labels
- FacilitySites_2K_Labels
- Lots_2K
 - Lot
 - Outlot
- SimultaneousConveyance
 - Assessor Plat
 - CSM
 - Condominium
 - Subdivision
 - Cartoline_2K
- <all other values>
 - EA-Easement_Line
 - PL-DA
 - PL-Extended_Tie_line
 - PL-Meander_Line
 - PL-Note
 - PL-Tie
 - PL-Tie_Line
 - Road Centerlines_2K
 - Railroad_2K
 - TaxParcel_2K
 - Waterbodies_2K_Labels
 - Waterlines_2K_Labels
 - Municipal Boundary_5K
 - FacilitySites_5K_Labels

Notes:

The information and depictions herein are for informational purposes and Waukesha County specifically disclaims accuracy in this reproduction and specifically admonishes and advises that if specific and precise accuracy is required, the same should be determined by procurement of certified maps, surveys, plats, Flood Insurance Studies, or other official means. Waukesha County will not be responsible for any damages which result from third party use of the information and depictions herein, or for use which ignores this warning.

Printed: 11/6/2018



EXHIBIT "C"

EXHIBIT "D"
SANITARY SEWER EASEMENT
(PIPE IS 42" YEARS OLD)

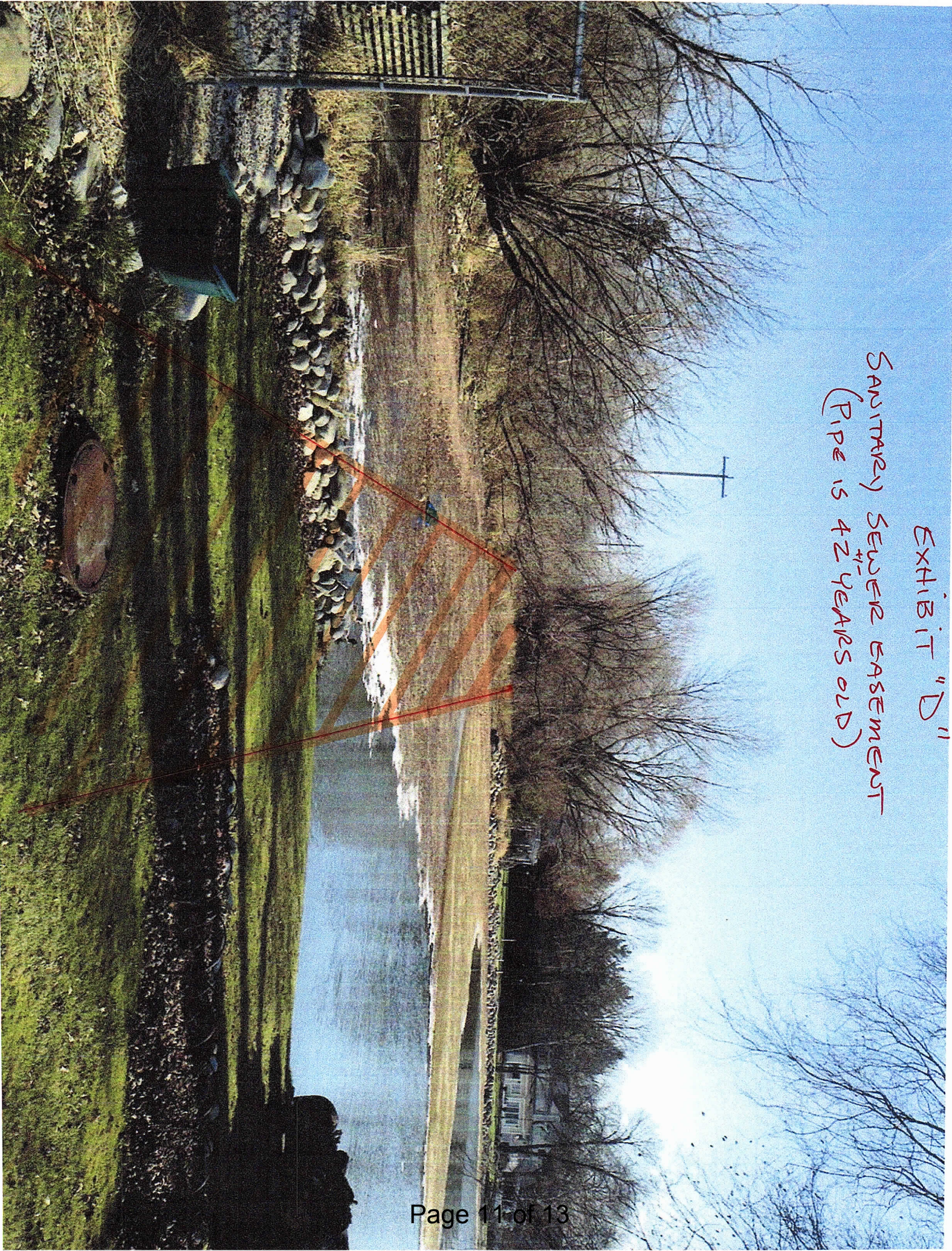


EXHIBIT "E"

Legend



Pewaukee Lake Watershed Boundary (15,878 Acres)



High Priority Stream Buffer/Environmental Easement Lands (131 Acres)



Proposed Government Ownership/Conservation Easement (185 Acres)



Existing LPSP Land (347 Acres)



Existing State Land (56 Acres)



Existing County Land (366 Acres)



Existing Village Land (3 Acres)



Existing Town Land (24 Acres)



Existing City Land (17 Acres)



Property Boundary

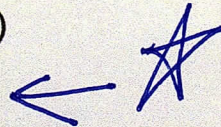


EXHIBIT "F"



**CITY OF PEWAUKEE
COMMON COUNCIL AGENDA ITEM 3.8.**

DATE: January 21, 2019

DEPARTMENT: PRCS - Planning

PROVIDED BY:

SUBJECT:

Concur with the Plan Commission (12/20/2018) and Approve **Ordinance 19-05** (*Second Reading*) to Rezone the Property Located on Bluemound Road (PWC 0928-980) From A-2 Agricultural to Rs-6 Single-Family Residential for the Purpose of Creating a 24 Lot Single-Family Development Known as Cardinal Meadow at the Request of Pauline S. Hurst

BACKGROUND:

FINANCIAL IMPACT:

RECOMMENDED MOTION:

ATTACHMENTS:

Description

Ordinance 19-05 Cardinal Meadow Rezone

Cardinal Meadow Rezoning Map

Cardinal Meadow Rezoning

Cardinal Meadow Development Summary

ORDINANCE 19-05

**TO AMEND THE ZONING MAP OF
THE CITY OF PEWAUKEE, WAUKESHA COUNTY, WISCONSIN**

The Common Council of the City of Pewaukee, Waukesha County, Wisconsin do ordain that the Zoning Map of the City of Pewaukee, Wisconsin is hereby amended to change the zoning classification of the property described below as follows:

FROM: **A-2 AGRICULTURAL**

TO: **RS-6 SINGLE-FAMILY RESIDENTIAL**

SECTION 1 - DESCRIPTION

The following described property:

ALL THAT PART OF THE SOUTHWEST $\frac{1}{4}$ AND SOUTHEAST $\frac{1}{4}$ OF THE SOUTHEAST $\frac{1}{4}$ OF SECTION 16, TOWN 7 NORTH, RANGE 19 EAST, IN THE CITY OF PEWAUKEE, WAUKESHA COUNTY, WISCONSIN, NOW BEING MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 16; THENCE SOUTH 87°34'14" WEST AND ALONG THE SOUTH LINE OF THE SAID SOUTHEAST $\frac{1}{4}$ SECTION, 680.76 FEET TO A POINT ON THE SOUTHWEST RIGHT-OF-WAY LINE OF "BLUEMOUND ROAD" (C.T.H. "JJ") AND THE PLACE OF BEGINNING OF LANDS HEREINAFTER DESCRIBED; CONTINUING THENCE SOUTH 87°34'14" WEST AND ALONG THE SAID SOUTH LINE OF THE SAID SOUTHEAST $\frac{1}{4}$ SECTION, 720.93 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF "U.S.H. 16"; THENCE NORTH 01°57'46" WEST AND ALONG THE SAID EAST RIGHT-OF-WAY LINE, 1123.14 FEET TO A POINT; THENCE NORTH 87°35'14" EAST AND ALONG THE SOUTH LINE OF UNPLATTED LANDS, 490.45 FEET TO A POINT ON THE SAID SOUTHWEST RIGHT-OF-WAY LINE OF SAID "BLUEMOUND ROAD" (C.T.H. "JJ"); THENCE SOUTH 13°34'46" EAST AND ALONG THE SAID SOUTHWEST RIGHT-OF-WAY LINE, 1144.57 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION.

SAID PARCEL CONTAINS 680,205 SQUARE FEET (OR 15.6154 ACRES) OF LAND MORE OR LESS.

Common Description: Vacant Andritsos/Hurst Parcel on Bluemound Road – Bielinski Cardinal Meadow

Tax Key Number: PWC 0928-980

SECTION 2 –SEVERABILITY

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

SECTION 3 - ACTION

This Ordinance shall take effect upon passage and posting.

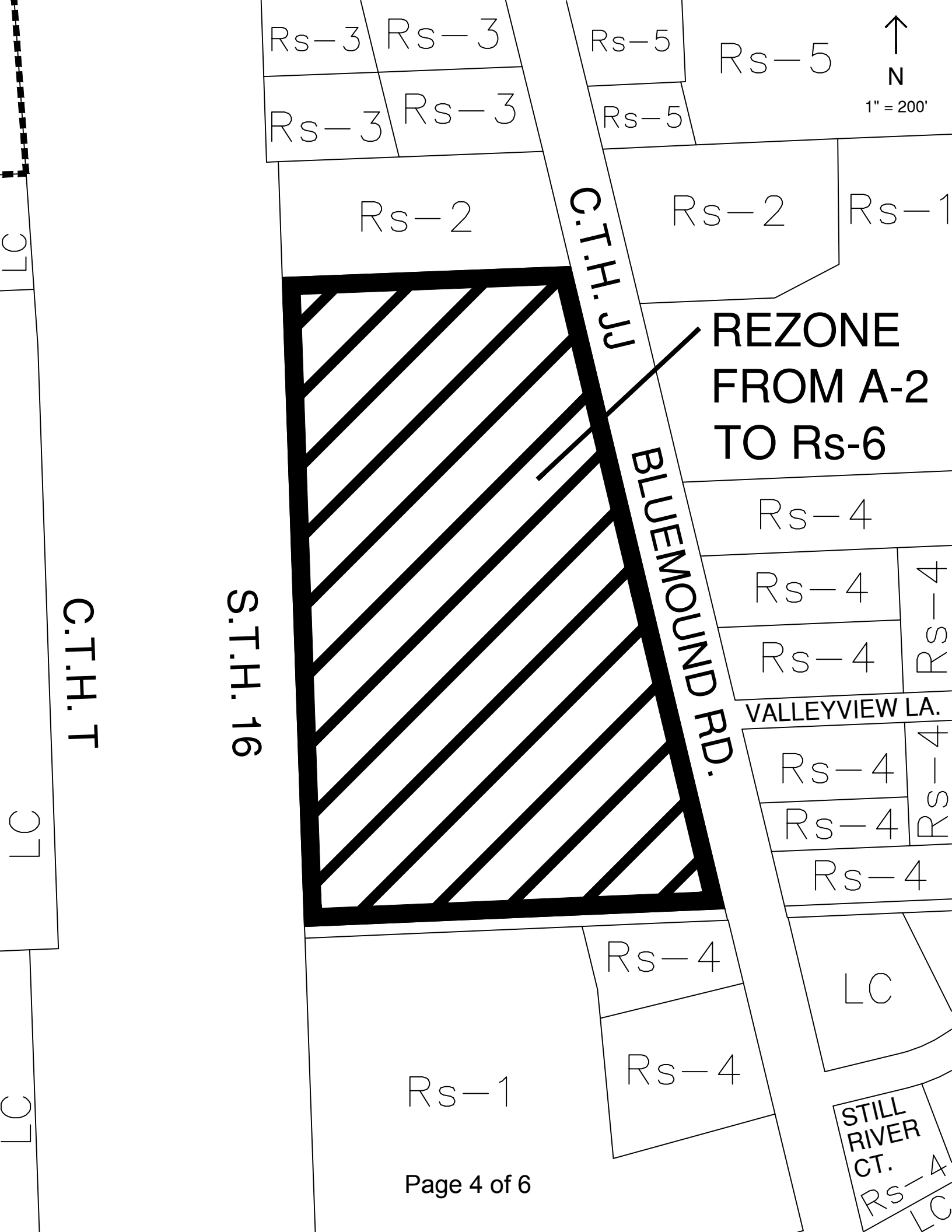
Dated this 21st day of January, 2019

COMMON COUNCIL OF THE CITY OF PEWAUKEE
WAUKESHA COUNTY, WISCONSIN

Attest:

Steve Bierce, Mayor

Kelly Tarczewski, Clerk/Treasurer



Rs-3 Rs-3
Rs-3 Rs-3

Rs-5 Rs-5
Rs-5

↑
N
1" = 200'

Rs-2

Rs-2

Rs-1

C.T.H.JJ

**REZONE
FROM A-2
TO Rs-6**

BLUEMOUND RD.

Rs-4

Rs-4

Rs-4

Rs-4

VALLEYVIEW LA.

Rs-4

Rs-4

Rs-4

Rs-4

Rs-4

Rs-4

Rs-1

LC

STILL RIVER CT.

Rs-4
LC

C.T.H.T

S.T.H. 16

CITY OF PEWAUKEE

STATE OF WISCONSIN

WAUKESHA COUNTY

- NOTICE OF ZONING MAP AMENDMENT PUBLIC HEARING -

PLEASE TAKE NOTICE THAT THERE WILL BE A PUBLIC HEARING ON THE PETITION OF: PAULINE S. HURST TO REZONE FROM: A-2 AGRICULTURAL DISTRICT TO: RS-6 SINGLE-FAMILY RESIDENTIAL

THE FOLLOWING PROPERTY IN THE CITY OF PEWAUKEE:

Legal description of the property to be rezoned:

ALL THAT PART OF THE SOUTHWEST ¼ AND SOUTHEAST ¼ OF THE SOUTHEAST ¼ OF SECTION 16, TOWN 7 NORTH, RANGE 19 EAST, IN THE CITY OF PEWAUKEE, WAUKESHA COUNTY, WISCONSIN, NOW BEING MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 16; THENCE SOUTH 87°34'14" WEST AND ALONG THE SOUTH LINE OF THE SAID SOUTHEAST ¼ SECTION, 680.76 FEET TO A POINT ON THE SOUTHWEST RIGHT-OF-WAY LINE OF "BLUEMOUND ROAD" (C.T.H. "JJ") AND THE PLACE OF BEGINNING OF LANDS HEREINAFTER DESCRIBED;

CONTINUING THENCE SOUTH 87°34'14" WEST AND ALONG THE SAID SOUTH LINE OF THE SAID SOUTHEAST ¼ SECTION, 720.93 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF "U.S.H. 16"; THENCE NORTH 01°57'46" WEST AND ALONG THE SAID EAST RIGHT-OF-WAY LINE, 1123.14 FEET TO A POINT; THENCE NORTH 87°35'14" EAST AND ALONG THE SOUTH LINE OF UNPLATTED LANDS, 490.45 FEET TO A POINT ON THE SAID SOUTHWEST RIGHT-OF-WAY LINE OF SAID "BLUEMOUND ROAD" (C.T.H. "JJ"); THENCE SOUTH 13°34'46" EAST AND ALONG THE SAID SOUTHWEST RIGHT-OF-WAY LINE, 1144.57 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION.

SAID PARCEL CONTAINS 680,205 SQUARE FEET (OR 15.6154 ACRES) OF LAND MORE OR LESS.

Common Description: Vacant Andritsos/Hurst Parcel on Bluemound Road – Bielinski Cardinal Meadow Development

Tax Key Number: PWC 0928-980

This Amendment to the Zoning Map (Change in zoning) is being proposed for the purpose of: creating a 24 lot single family development.

THE PUBLIC HEARING will be held at a meeting of the City Plan Commission in the City Hall Common Council Chambers on **Thursday, December 20th, 2018** at or after **7:00 PM.**

Dated this 26th day of November, 2018.

Kelly Tarczewski,
Clerk/Treasurer, City of Pewaukee



CARDINAL MEADOW

A Bielinski Planned Single Family Development

City of Pewaukee, WI

DEVELOPMENT SUMMARY

Proposed Development:	Single Family Lots
Proposed Zoning:	RS-6 Single Family
Parcel Area:	15.6 acres
Number of Lots:	24
Net Density:	1.57 units per net acres
Mean Lot Size:	14,150 s.f.
Zoning Standards:	
Lot Size:	12,500 s.f.
Lot Width:	90'
Building Height:	Max. 35'
Building Setback:	
Front Yard: From FY:	30' / 40'
Side Yard:	12'
Rear Yard:	35'
One Story Minimum s.f.	(2 bdrm) 1,300 s. f.
Two Story Minimum s.f.	(3) 1,500 / (4) 1,700 s.f.
Lot & Home Value	\$450,000
Total Number of Homes	24
Estimated Project Value	\$10,800,000
Yr. Tax Revenue (.021 rate)	\$226,000

Summary:

Cardinal Meadow- A Planned Single Family Development

Example Models:

Artisan Series

The Preston Ranch Plan #2,000 with 2,000 s.f. / 3 bedroom / 2 full baths

The Stratford Two-Story Plan #2350 with 2,350 s. f. / 4 bedroom / 2 1/2 baths

The Hallmark Two-Story Plan #2326 with 2,326 s. f. / 4 bedroom / 2 1/2 baths

The Shorewood Ranch Plan #1800 with 1,800 s.f. / 3 bedroom / 2 full baths

With enhanced landscaping features, berms & ponds, Bielinski is creating more greenspace and buffer for this residential development. Bielinski Homes is very excited about the opportunity of building more single family lots and homes in the City of Pewaukee

**CITY OF PEWAUKEE
COMMON COUNCIL AGENDA ITEM 3.9.**

DATE: January 21, 2019

DEPARTMENT: PRCS - Planning

PROVIDED BY:

SUBJECT:

Concur with the Plan Commission (12/20/18) and Approve the Preliminary Plat for the Proposed 24 Lot Single-Family Subdivision Known As Cardinal Meadow Located on Bluemound Road (PWC 0928-980) [N. Fuchs]

BACKGROUND:

Cardinal Meadow

Motion to recommend approval of a Preliminary Plat for the proposed 24-lot Cardinal Meadow subdivision development, subject to the conditions noted in the staff report dated December 12, 2018 and subject to the following: amending Condition No. 2 to require Plan Commission approval; sign plans must be approved by the Plan Commission; the plat shall require minimum 15 foot side yard setbacks; and amending Condition No. 5 to strike Cardinal Circle and replace with Valleyview Circle.

FINANCIAL IMPACT:

RECOMMENDED MOTION:

ATTACHMENTS:

Description

Cardinal Meadow Preliminary Plat

Cardinal Meadow Staff Report

Cardinal Meadow Engineering Staff Report

Cardinal Meadow Special Assessment Letter

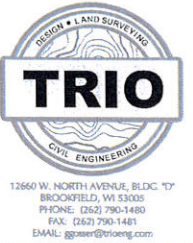
Bluemound Neighborhood Plan

PRELIMINARY PLAT OF CARDINAL MEADOW

BEING A SUBDIVISION OF A PART OF THE SOUTHWEST 1/4 AND SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 16, TOWN 7 NORTH, RANGE 19 EAST, IN THE CITY OF PEWAUKEE, WAUKESHA COUNTY, WISCONSIN.

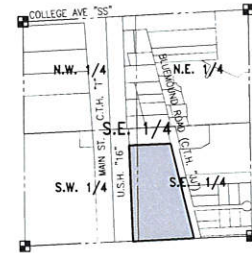
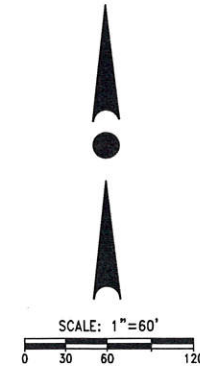
ENGINEER / SURVEYOR:
TRIO ENGINEERING, LLC
12660 W. NORTH AVENUE, BLDG D
BROOKFIELD, WISCONSIN 53005
PHONE: (262) 790-1480
FAX: (262) 790-1481

DEVELOPER:
BIELINSKI HOMES, INC.
1830 MEADOW LANE, SUITE A
PEWAUKEE, WISCONSIN 53072
PHONE: (262) 548-5570



DEVELOPMENT SUMMARY:

- Subdivision contains approximately 15.6154 Acres.
- Subdivision contains 24 Lots and 2 Outlots.
- All lots to be served by Public Sanitary Sewer and Watermain.
- Public Streets to have Concrete Curb and Gutter, Metal Catch Basins, Underground Storm Sewer and Asphalt Pavement.
- All lots to have Underground Telephone, Electric, Cable and Gas Service.
- Proposed Zoning = "RS-6" (Single-Family Residential District).
- Outlot 1 contains a Wetland Conservancy Area, Stormwater Management Facilities and Open Space to be Owned and maintained by the Owners of all Lots within this Subdivision.
- Outlot 2 contains Stormwater Management Facilities and Open Space to be Owned and maintained by the Owners of all Lots within this Subdivision.
- The Owners of all Lots within this Subdivision shall each own an equal undivided fractional interest in Outlots 1 and 2 of this Subdivision. Waukesha County shall not be liable for fees or special charges in the event they become the owner of any Lot or Outlot in the Subdivision by reason of tax delinquency.
- Stormwater Management Facilities are located on Outlots 1 and 2 of this Subdivision. The Owners of all Lots within this Subdivision shall each be liable for an equal undivided fractional share of the cost to repair, maintain or restore said Stormwater Management Facilities. Said repairs, maintenance and restoration shall be performed by the Subdivision Master Association.
- There shall be no direct vehicular ingress or egress to U.S.H. "16" and Bluemound Road (C.T.H. "JJ") from any Lot or Outlot within this Subdivision. It being expressly intended that this restriction shall constitute a restriction for the benefit of the public according to s.236.293 of the Wisconsin Statutes and shall be enforced by the Wisconsin Department of Transportation and Waukesha County.



LOCALITY MAP:
S.E. 1/4, SEC. 16
T. 7 N., R. 19 E.
SCALE: 1"=1000'

PRESERVATION RESTRICTIONS:

The Wetland Conservancy Areas shown on Outlot 1 of this Plat shall be subject to the following restrictions:

- Grading, filling, and excavation shall be prohibited in said Preservation Area, except as may be required for Nature Walking Trails. Filling of Wetlands and Floodplain is subject to approval by the City of Pewaukee and the Department of Natural Resources.
- Construction of structures within said Preservation Area shall be prohibited.
- Removal or destruction of any vegetative cover, i.e., trees, shrubs, wildflowers, sedges, grasses, and the like, shall be prohibited with the exception of dead or diseased vegetation removal and noxious weeds as defined in the City municipality weed control ordinance, except as may be required for Nature Walking Trails.
- Introduction of plant material not indigenous to the existing environment of the Preservation Area shall be prohibited in the Preservation Area.
- Grazing by domesticated animals (e.g., horses, pigs, sheep and cows) shall be prohibited within said Preservation Area.
- No dumping of solid or liquid waste or driving of motorized vehicles will be allowed within any Outlot or Open Space Area. Vegetative debris is also "solid waste".

VISION CORNER EASEMENT: (V.C.E.)

Lots 1, 15, 16 and 24 are subject to a Vision Corner Easement as shown on this Plat in that the height of all plantings, berms, fences, signs or other structures within the Vision Corner Easement is limited to 24 inches above the elevation of the center of the intersection. No access to any roadway shall be permitted within the Vision Corner Easement.

WETLAND / P.E.C. DELINEATION NOTE:

Wetland boundaries shown hereon were field delineated by Wetland & Waterway Consulting, LLC (Dave Meyer) on July 12, 2018 and field located by Trio Engineering, LLC on July 26, 2018.

HORIZONTAL DATUM PLANE:

All bearings are referenced to Grid North of the Wisconsin State Plane Coordinate System, South Zone (NAD-27), in which the South line of the S.E. 1/4 of Section 16, Town 7 North, Range 19 East, bears North 87°34'14" East.

VERTICAL DATUM PLANE:

All elevations are referenced to the National Geodetic Vertical Datum of 1929. Contours/Elevations shown on this Preliminary Plat are per Waukesha County records.

AGENCIES HAVING THE AUTHORITY TO OBJECT:

- State of Wisconsin, Department of Administration
- State of Wisconsin, Department of Transportation
- Waukesha County, Department of Parks and Land Use

APPROVING AUTHORITY:

- City of Pewaukee

SURVEYOR'S CERTIFICATE:

I hereby certify that this Preliminary Plat is a correct representative of all existing land divisions and features and that I have fully complied with the provisions of the Subdivision and Platting Code of the City of Pewaukee.

Date: 11-20-18



Grady L. Gosser, P.L.S.
Professional Land Surveyor S-2972

SITE DATA SUMMARY

Parcel Area: 15.6 acres
Proposed Development: RS-6 Single Family
Lot Characteristics:
Lot Size: 12,500 s.f. (min)
Lot Width: 90' (min) at front setback
Setbacks: Front = 40'; Side = 15'; Rear = 35'

ACCESS RESTRICTION CLAUSE (S.T.H. "74") PER s. TRANS 233.05 (1):

As owner I hereby restrict all lots and blocks, in that no owner, possessor, user, nor licensee, nor other person shall have any right of direct vehicular ingress or egress with U.S.H. "16" as shown on this Plat, it being expressly intended that this restriction shall constitute a restriction for the benefit of the public according to s.236.293, Stats., and shall be enforceable by the Department of Transportation.

HIGHWAY TRANS. 233.08 SETBACK RESTRICTIONS:

There shall be no improvements (including trees and shrubs) or structures placed between the highway and the highway setback line.

NOISE LEVEL RESTRICTION PER s. TRANS 233.105 (1):

The lots of this land division may experience noise at levels exceeding the levels in s. Trans 405.04, Table I. These levels are based on federal standards. The Department of Transportation is not responsible for abating noise from existing state trunk highways or connecting highways, in the absence of any increase by the Department to the highway's through-lane capacity.

PROJECT:
CARDINAL MEADOW
SINGLE FAMILY RESIDENTIAL SUBDIVISION
CITY OF PEWAUKEE, WISCONSIN
BY:
BIELINSKI HOMES, INC.
1830 MEADOW LANE, SUITE A
PEWAUKEE, WI 53072

REVISION HISTORY

DATE	DESCRIPTION

DATE:

NOVEMBER 20, 2018

JOB NUMBER:

18-021-966-01

DESCRIPTION:

**PRELIMINARY
PLAT**

SHEET

1 OF 1



Office of the Planner & Community Development Director
W240 N3065 Pewaukee Road
Pewaukee, Wisconsin 53072
Phone (262) 691-0770 Fax (262) 691-1798
fuchs@pewaukee.wi.us

REPORT TO THE PLAN COMMISSION

Meeting of December 20, 2018

Date: December 12, 2018

Project Name: Cardinal Meadow Rezoning and Preliminary Plat

Project Address/Tax Key No.: Not Assigned/PWC 0928980

Applicant: Bielinski Homes

Property Owner: George Andritsos Jr. and Pauline Hurst

Current Zoning: A-2 Agricultural District

Proposed Zoning: Rs-6 Single-Family Residential District

2050 Land Use Map Designation: Low-Medium Density Residential

Use of Surrounding Properties: Single-family residential to the north, south and east and State Highway 16 to the west

Project Description

The applicant, Bielinski Homes, filed a Rezoning and Preliminary Plat for the development of a 24-lot single-family residential subdivision upon property located between Bluemound Road and State Highway 16, north and slightly south of Valleyview Lane.

The subject property is zoned A-2 Agricultural District and primarily designated as Low-Medium Density Residential on the City's 2050 Future Land Use Map. The site is currently vacant and has an area of approximately 16.6 acres. According to the applicant, the net acreage of the property is 15.3 acres, which excludes County Highway JJ right-of-way.

The applicant is requesting a rezone to the Rs-6 District to accommodate the development. The adjacent single family zoning includes Rs-2 to the north, Rs-1 and Rs-4 to the east and Rs-1 to the south. Comparatively, the Rs-6 District provides for smaller lot sizes and lesser setbacks. Note that the Rs-1 and Rs-2 zoned properties are larger and may be further developed in the future. A comparison of the Rs-4 District and Rs-6 District is below.

	Max Density (DU/ac)	Min Lot Area (SF)	Min Lot Width (feet at bldg. setback)	Max Bldg. Height (feet)	Min Total Floor Area (3 bedrms) (SF)	Min FY & CSY Setback (feet)	Min SY Setback (feet)	Min RY Setback (feet)
Rs-4	2.18	20,000	110	35	1,500	40	20	35
Rs-6	3.49	12,500	90	35	1,300	30	12	35

The Preliminary Plat includes twenty-four (24) single-family residential lots. Based upon 15.3 acres, the net density of the development is 1.57 dwelling units per net acre. Note that if the wetland area were removed from the net acreage, the development would still meet the Rs-6 maximum density standard. Lots sizes range from 12,500 square feet to 20,251 square feet, with a mean lot size of 14,404.75 square feet.

The Preliminary Plat includes one wetland, which was field delineated by Dave Meyer of Wetland & Waterway Consulting, LLC, on July 12, 2018. The Southeastern Wisconsin Regional Plan Commission mapping does not show any environmental corridors located on the property and there is no floodplain per FEMA mapping.

In review of the Preliminary Plat, the proposed lots meet all Rs-6 District development standards. Staff also finds that the Preliminary Plat complies with the standards of Section 18.0207 Land Suitability as long as lots are developed with public sewer and water facilities, which are available to the property.

Related to the Preliminary Plat and future development, staff is recommending the conditions below. The Preliminary Plat is in substantial conformance with platting requirements of Chapter 18, the City's Land Division ordinance. Note that Section 18.0303b.(2) does require the proposed topography, which is not shown; however, that information will be provided as part of Condition No. 1 below.

1. Grading, erosion control and storm water plans shall be submitted to the Engineering Department for review and approval prior to any land disturbance activities.
2. Berm details as well as a landscape plan for buffer areas shall be submitted for review and approval prior to land disturbance activities.
3. Draft subdivision documents shall be submitted to the City Planner for review prior to the recording of the Final Plat.
4. The plat shall be revised to include a note describing the restriction of the 25-foot Landscape Easement. The note shall restrict this area for the planting of trees and shrubs only and prohibit the building of any structures.
5. The plat shall be revised to include a proposed street name for "Street A." The applicant has noted that the street will be named Cardinal Circle.
6. The applicant shall add "as may be approved by the WDNR" following "Trails" in item No. 3 of the Preservation Restrictions notes on the plat.

It should be noted that staff met with the owners of the property to the south, which is owned by Gramann Revocable Trust Agreement. These owners indicated that they would be in favor of a road connection to their property from the proposed development.

Staff also recommended that a road reservation be provided to access the Gramann parcel. The applicant considered this connection, but a wetland is located where a logical connection would be made between the parcels. The applicant has also noted that construction of a road to the east or west of the wetland would require significant road construction with lots on only one side of the road, which is cost prohibitive. Avoiding the wetland would also result in a road that is in very close proximity to Bluemound Road to the east or STH 16 to the west.

It is staff's preference that a road connection be provided, but understands the applicant's issues and concerns. In review of the site plan, and even considering a reduction of lots, staff was unable to

determine a reasonable alternative layout to allow for the road access to the south without impacting the wetland and wetland setback.

Staff finds that if the Plan Commission and Common Council desire a road connection to the property to the south, the only possibility may be requiring the developer to request a wetland fill permit from the WDNR. Note that there is no guaranty that filling the wetland would be allowed. This option would provide the desired connectivity, but at the same time eliminate an existing natural resource.

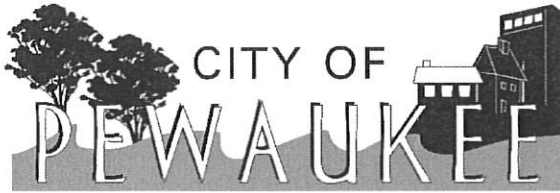
Item No. 1 within the attached City Engineer memo also speaks to the difficulty in constructing a road connection due to the wetland location and included a map created by the developer illustrating how the properties to the south may be developed in the future. Generally, staff does not have any objections to this proposed alternative. Note that under that alternative, the development of the Gramann property is still dependent upon access through an adjacent parcel that they do not own.

Recommendation

A motion recommending approval to rezone property bearing Tax Key No. 0928980 from A-2 Agricultural District to Rs-6 Single-Family Residential District.

and

A motion recommending approval of a Preliminary Plat for the proposed 24-lot Cardinal Meadow subdivision development, subject to the conditions noted in the staff report dated December 12, 2018.



Department of Public Works

W240N3065 Pewaukee Road

Pewaukee, WI 53072

Phone: (262) 691-0804 • Fax: (262) 691-5729

Email: publicworks@pewaukee.wi.us

TO: Nick Fuchs, City Planner

FROM: Jeffrey Weigel, Public Works Director & City Engineer

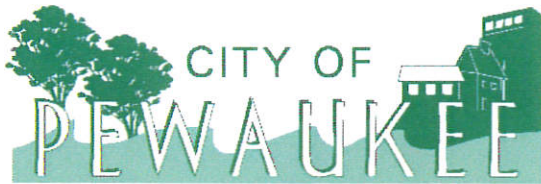
DATE: December 12, 2018

RE: Preliminary Plat of Cardinal Meadow Subdivision

We have reviewed the preliminary plat for Cardinal Ridge dated Nov. 20, 2018 and offer the following comments:

- 1) The plat substantially conforms to the conceptual plan submitted earlier this year, creating 24 single family lots. Earlier, we had requested a connection street to the lands to the south, approximately in the area of lots 2, 3 or 4; however, the field identification of wetlands near the easterly boundary of the plat essentially precludes the construction of this connecting street. The developer has presented plan sheet C.1.1X which shows an alternative street plan for the lands to the south of the parcel in question, and we believe this alternative plan is the best for the area. As such, we do not object to the preliminary plat as submitted.
- 2) Sewer and water are available to the proposed subdivision. The developer is aware of substantial special assessments that are payable relating to this development—see attached July 12, 2016 letter to the developer's attorney. The second section of that letter, page 2 (mid-page beginning under the sub-title Andristos property (PWC 928980) discusses those several special assessments. Note: that July 12th letter must be updated accordingly.
- 3) The developer has complied with our request to place public infrastructure in the right-of-way or in outlots. Further review will be necessary as to the width of the outlot opening between lots 19 & 20 and the location of the pipe within Outlot 1 behind lots 5-13.
- 4) The sewer, water, storm water, grading and street plans have been submitted for conceptual review. At this point we do not object to what has been submitted, but note that final design and review affect these conceptual plans.

We recommend approval of the preliminary plat of Cardinal Meadow, contingent on these four (4) engineering comments.



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Engineering Division
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August 12, 2016

Mr. Timothy J. Voeller
General Counsel
Bielinski Homes, Inc.

Via e-mail

RE: Summary of sanitary sewer and water special assessments for two properties on
Bluemound Road in Pewaukee (Reese PWC928965001 & Andritsos PWC 928980)

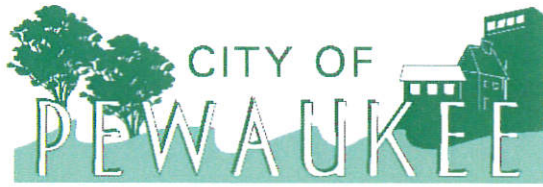
Dear Mr. Voeller:

Pursuant to your e-mail of July 15, 2016 we have prepared this letter to summarize the status of various special assessments that may be payable with the development of the referenced parcels.

All of the sewer and water service pipe special assessments for these parcel are based on a unit equivalent of a single family home calculated as 200 gallons per day of either water supply or wastewater discharge. The service pipe special assessments are all assessments other than the Three regional system assessments identified as the Sewer Reserve Capacity Assessment (Sewer RCA), the Bluemound Rod Corridor Interceptor Capacity Assessment (Bluemound Rod ICA), a Should the parcel develop in something other than single family homes then the unit method will be applied as follows: 1) for multifamily development, assumed to be any residential development more than single family, then the assessment will be calculated by multiplying the number of residential units by the unit rate. Examples are a duplex equals two units and a six family apartment or condo equals six units. 2) for non-residential developments such as an office or industrial warehouse the developer must submit a wastewater discharge form with data that includes the number of employees, process water needs, etc. and the City staff then converts the projected building use to an equivalent number of single family units (200 gal. per day).

Reese Brothers (PWC 0928965001).

The sewer that was installed to serve the Reese parcel was funded by a developer and the City has an agreement to collect the attendant sewer special assessments and reimburse the developer the pro rata share should the connection or rezoning occur prior to August 23, 2018. These special assessments are the Bluemound Road Trunk Sewer (\$858.73 per unit) and the Bluemound Road Sewer (\$5,929.72 per unit). These assessment payments are due at the time of development as defined on the resolutions (see attached). If the final plat of the 21 lots of the Whispering Winds subdivision were to be presented to the City for execution prior to August 23, 2018, then \$142,557.45 (21 x (\$5,929.72+ \$858.73)) would be due. If that same 21 lot final plat



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were to be presented for execution in September 2018 then nothing would be owed on these specific special assessments.

The water main was installed by the City with an initial assessment rate of \$7,181.90 per unit in 2012. Note that there is 3.27% interest associated with this assessment, so please check with the City Clerk/Treasurer's office on the current rate. This is due at the time of subdivision platting, so for the 21 lot Whispering Winds plan, then \$150,819.90 (21 x \$7,181.90) would be due plus applicable interest. There is no expiration date on this assessment.

The City installed an 8" water lateral at the planned entrance drive to the Whispering Winds subdivision, and there is a \$5,506.80 special assessment due at the time of platting for this 8" lateral plus applicable interest.

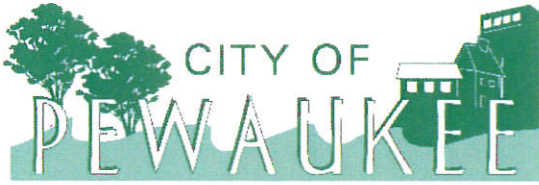
There are area and City-wide special assessments due at the time of connection to the sewer and water in this area. The Water Reserve Capacity Assessment (RCA) is \$4,397.00 per home for 2016. The Sewer Reserve Capacity Assessment (RCA) is \$2,643.00 per home for 2016. The Bluemound Road Interceptor Capacity Assessment (ICA) is \$636.31 per home for 2016. These are due at building permit and are adjusted annually.

Andristos property (PWC 928980).

The sewer that was installed to serve the Reese parcel was funded by a developer and the City has an agreement to collect the attendant sewer special assessments and reimburse the developer the pro rata share should the connection or rezoning occur prior to August 23, 2018. These special assessments are the Bluemound Road Trunk Sewer (\$858.73 per unit) and the Still River Local Sewer (\$2,107.42 per unit), and the Still River Sewage Lift Station (SCA) of \$2,722.44 per unit. These assessment payments are due at the time of development as defined on the resolutions (see attached). If the final plat of say 10 lots were to be presented for this parcel prior to August 23, 2018, then \$56,885.90 (10 x (\$858.73 + \$2,107.42 + \$2,722.44)) would be due. If that same 10 lot final plat were to be presented for execution in September 2018 then nothing would be owed on these specific special assessments.

The water main was installed by the City with an initial assessment rate of \$7,181.90 per unit in 2012. Note that there is 3.27% interest associated with this assessment, so please check with the City Clerk/Treasurer's office on the current rate. This is due at the time of subdivision platting, so for a 10 lot plat, then \$71,819.00 (10 x \$7,181.90) plus applicable interest would be due. There is no expiration date on this assessment.

There are area and City-wide special assessments due at the time of connection to the sewer and water in this area. The Water Reserve Capacity Assessment (RCA) is \$4,397.00 per home for 2016. The Sewer Reserve Capacity Assessment (RCA) is \$2,643.00 per home for 2016. The



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Bluemound Road Interceptor Capacity Assessment (ICA) is \$636.31 per home for 2016. These are due at building permit and are adjusted annually.

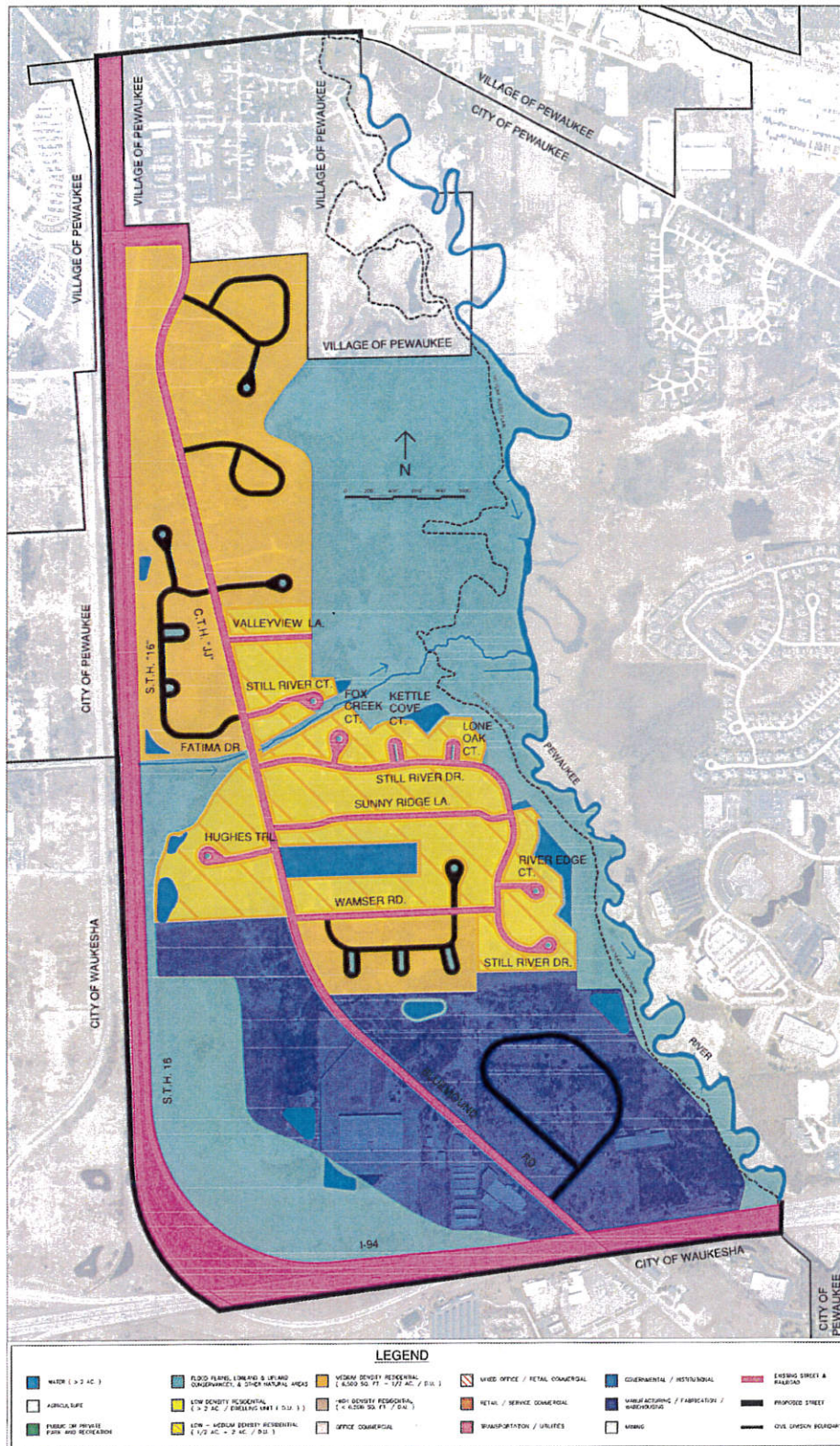
I hope this helps you to understand the somewhat complex assessments in this area.

Sincerely,

A handwritten signature in black ink, appearing to read "Jeff Weigel". The signature is fluid and cursive.

Jeffrey L. Weigel, PE
Public Works Director

NORTH BLUEMOUND NEIGHBORHOOD PLAN - 2050



**CITY OF PEWAUKEE
COMMON COUNCIL AGENDA ITEM 4.**

DATE: January 21, 2019

DEPARTMENT: Clerk/Treasurer

PROVIDED BY:

SUBJECT:

Update Related to Deer Management Activities [S. Klein]

BACKGROUND:

FINANCIAL IMPACT:

RECOMMENDED MOTION:

ATTACHMENTS:

Description

Standard Nuisance Deer Permit Conditions

2019 Deer Management Highlights

Standard Nuisance Deer Permit Conditions:

The permittee is authorized to shoot white-tailed deer on lands within the municipal boundaries. Consideration for additional deer to be taken via this permit will be based on success and availability of additional deer via a request sent to the DNR.

GENERAL PERMIT REQUIREMENTS:

- Harvested deer must be registered by phone (844-426-3734) or online (gamereg.wi.gov).
- All adult deer must have heads removed and submitted to the DNR for CWD sampling. Data sheets must be filled out for each deer and a CWD medallion attached to the submitted head.
- A shooting log must be maintained summarizing the following information for ALL deer harvested regardless of their method of harvest (sharpshooters, hunters, etc.). This shooting log must be submitted to the DNR wildlife biologist within 2 weeks of the completion of culling annually.
 - o Harvest Authorization number
 - o Registration confirmation number
 - o CWD medallion number (if applicable)
 - o Harvest date
 - o Harvest location
 - o Deer age (fawn or adult)
 - o Deer sex (male/female)
 - o Disposition of the carcass (processor for food pantry, name of individual for individual donation, etc.)
- Failure to meet the conditions of this permit may result in denial of future permit requests.

FOR DEER HARVESTED BY A CONTRACTED SHARPSHOOTER THE FOLLOWING CONDITIONS APPLY:

- Antlered or antlerless deer may be taken.
- All antlers must be removed and given to the DNR.
- A map identifying sharpshooting locations must be submitted to the DNR wildlife biologist prior to beginning culling.
- The use of legal center-fire rifles is allowed, yet subject to local ordinance restrictions. The permittee, their agents and all participants shall comply with all hunting, trapping and vehicle use rules specified under chapters NR 10 and NR 12 Wis. Adm. Code and s. 29 and s. 167, Wis. Stats., unless otherwise provided in this permit (see below). Permittees and participants who fail to comply shall be subject to the penalty applicable to the appropriate chapters NR 10 and NR 12 Wis. Adm. Code and s. 29 and s. 167, Wis. Stats., violations.
- Contracted sharpshooters are exempt from the following requirements:
 - o Baiting restrictions. Up to 15 gallons of bait may be placed at each sharpshooting site, but cannot exceed 15 gallons at any one time. Baiting of sites may be done by the permittee, its employees, contractors and agents up to 14 days prior to the beginning of sharpshooting. Any bait remaining at a site must be removed upon the completion of annual sharpshooting operations.
 - o Blaze orange requirements.
 - o Shooting hour restrictions, except that all shooting after normal hours shall be conducted from an elevated stand over a baited site. Use of artificial light is not allowed.
- Hunting license requirements, provided the shooters are employed or contracted by the permittee.

FOR DEER HARVESTED BY NON-CONTRACTED HUNTERS:

- ONLY antlerless deer may be harvested.
- Hunters must have a deer license for the current deer season
- All season restrictions apply, including dates, weapon restrictions, baiting restrictions, and blaze orange requirements.
- On privately owned land ONLY, the landowner or agents authorized in writing may utilize legal centerfire firearms AFTER all deer seasons have ceased if the permit timeframe extends beyond normal seasons. Baiting, shooting hours, and other restrictions still apply. Local firearm laws still apply.

DONATION INFORMATION

- All deer culled must be donated either to private individuals or food pantry.
- Deer donated to private individuals must also be given the respective CWD medallion with sample number, if applicable.
- Non-CWD tested adult deer cannot go to food pantry donation.

ANNUAL REPORTING

- The complete shooting log must be submitted to the Waukesha Wildlife Biologist, Department of Natural Resources; 141 NW Barstow Street, Waukesha, WI 53188 within 14 days of the end of the shooting season. Electronic reports may be sent to Nathan.Holoubek@Wisconsin.Gov

REGULATION COMPLIANCE INFORMATION

- The permittee shall designate listed employees or agents, authorized in writing, as sharpshooters who are permitted to shoot and kill deer. If non-contracted hunters are used the permittee must maintain a record of who is allowed to utilize the nuisance harvest authorizations.

2019 City of Pewaukee Deer Management Program

1. The nuisance deer abatement program shall be according to WDNR GENERAL PERMIT REQUIREMENTS and Standard Nuisance Deer Permit Conditions for deer harvested by non-contracted hunters.
2. The current program is specific to the Rocky Point Peninsula residential area, and adjoining Lake Pewaukee Sanitary District (LPSD) lands to the north and south.
3. The program will use volunteer hunters vetted and receiving written consent by individual property owners, or in case of LPSD properties, the LPSD.
4. For hunting within Rocky Point conservancy or outlot areas owned by the Rocky Point Homeowners Association, the program is limited to volunteer hunters vetted and receiving written consent by the Rocky Point Homeowners Association.
5. The program is limited to bows and crossbows from tree stands elevated a minimum of 10 feet off of the ground. No such weapons shall be discharged within 35 yards from a habitable building on any other adjacent property, unless the owner of such adjacent property or habitable building has given written permission to be closer. In no case shall such weapons or instruments be discharged in a direction that could result in the projectile landing on or flying over any adjacent properties unless the owner(s) of such adjacent properties have given written permission to do so.
6. Under this program, hunters shall have permission to collect culled deer and deliver them for CWD testing and processing of the meat for donation to food pantries or private individuals. Property owners refusing to give volunteer hunters permission to collect culled deer from their property shall be responsible disposing of the culled deer per WDNR requirements.
7. The time period for the hunt shall be from January 22, 2019 through February 28, 2019, or until such time that the City designates the use of contracted sharpshooters or otherwise extends or ends the volunteer program.

**CITY OF PEWAUKEE
COMMON COUNCIL AGENDA ITEM 5.**

DATE: January 21, 2019

DEPARTMENT: Clerk/Treasurer

PROVIDED BY:

SUBJECT:

Discussion and Possible Action Regarding **Ordinance 19-07** (*First Reading*) Revising Chapter 6 Public Peace and Good Order, Specifically Related to Weapons Discharge and Safety [J. Kara]

BACKGROUND:

FINANCIAL IMPACT:

RECOMMENDED MOTION:

ATTACHMENTS:

Description

Revise Code

City of Pewaukee Municipal Code Chapter 6 sets limits and rules on the discharge of firearms and bows within the city limits. This ordinance was amended in 2013 to create an exception for the City's Urban Deer Management program.

6.02 (3)(c) provides an exception to the limitations and requirements stated in Section (1) and (2): **When used pursuant to the terms of an Urban Deer Management program contract entered into by the Common Council.**

The current Deer Management program in the City has expanded to using volunteer hunters within the context of a Nuisance Deer Permit issued to the City by the Wisconsin Department of Natural Resources (DNR). The following modification of 6.02(3)(c) more accurately describes and support this effort.

6.02(3)(c) When used pursuant to the terms of a City sponsored Urban Deer Management program or contract approved by the Common Council.

**CITY OF PEWAUKEE
COMMON COUNCIL AGENDA ITEM 6.**

DATE: January 21, 2019

DEPARTMENT: PW - Water/Sewer

PROVIDED BY: Jeffrey L. Weigel, PE Public Works Director & City Engineer

SUBJECT:

Discussion and Possible Action to Authorize the Wastewater Capacity Study of the Proposed Lake Country Commons Development Project [J. Weigel]

BACKGROUND:

The Lake Country Commons development consists of the construction of several apartments/condominiums, a public market, restaurant and baseball stadium on the golf course once known as Willow Run. See our May 2017 memo on potential impacts of the development proposal, and in particular the challenges relating to sanitary sewer (wastewater) services. We are proposing that Strand Engineering undertake a study of the impacts to the sewer conveyance system as detailed in the attached proposal. Also attached is a proposed agreement prepared by the City Attorney that requires the developer to pay for all costs associated with this study.

NOTE: Friday Jan. 18, 2019 we have attached a copy (2 separate) of the Strand proposal, changed after a meeting with Strand on Jan. 17. The change is an increase in the scope to predict ranges of sewer capacity impact (vs. specific impacts) and an attendant increase in the service fee of \$800 to \$10,000 total. There is no need, in our opinion, to adjust the Developer/City agreement to reflect this \$800 increase--the additional contingencies within the City/Developer agreement should be sufficient.

FINANCIAL IMPACT:

There would be no direct fiscal impact for the study as the agreement requires the developer to pay the costs of the study in advance; however, should the study reveal deficiencies in the conveyance and treatment infrastructure and attendant inter-municipal agreements, then we anticipate that the significant costs address these deficiencies would also be paid by the developer under separate future agreements.

RECOMMENDED MOTION:

We recommend that the Common Council approves the Lake Country Commons Sanitary Sewer Capacity Analysis and Impact Review by Strand Engineering and attendant agreement between the City/Developer contingent upon the final approval of the agreement and engineering proposal by the City Engineer and City Attorney.

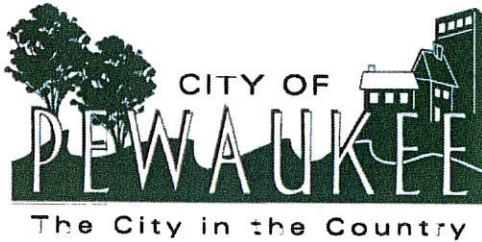
ATTACHMENTS:

Description

Preliminary Engineering Comments May 2018

Draft Strand Engineering Study Proposal

Draft development agreement for capacity study



Department of Public Works

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Street Division 691-0771 Fax: 691-6079
Engineering Division 691-0804 Fax: 691-5729

TO: Plan Commission

FR: Jeffrey Weigel, Public Works Director

DT: May 1, 2018

RE: Lake Country Commons Conceptual Plan
Willow Run Golf Course

The Lake Country Commons proposal is a multi-faceted development plan for the Willow Run Golf Course lands located on the north side of I-94 and east of Meadowbrook Road (CTH G), and represents a substantial change of use. Reference the enclosed conceptual development plan. We have included pp. 23-24 and Map No. 14 Meadowbrook Creek Neighborhood Plan-2035, both part of the Neighborhood Plans For the City of Pewaukee 2010-2035. The text associated with Map No. 14 begins about the middle of page 23 and ends in the middle of page 24. Note that the 2035 plans did not anticipate any significant changes to the golf course use. The following comments utilize portions of the various City infrastructure planning documents along with maps and information provided by the developer's consulting engineer (*Stantec Willow Run Infrastructure Analysis Pewaukee, WI* draft copy dated February 15, 2018). We thank the developer and Stantec for sharing this preliminary study as it is useful in preparing our comments at this conceptual phase of the development process.

Flood Plain.

Attached for references is a print of the City of Pewaukee GIS Map for this area. Note that much of this site is mapped as "pink" in color—flood plain. More specifically, it is identified as a Zone A flood plain which has no Base Flood Elevation (BFE) determined.

The Lake Country Commons plan respects the mapped flood plain by proposing development outside the flood plain; however, the lacrosse fields and large parking lots are shown within the flood plain. Athletic fields are generally allowed within flood plain provided that all grading is finished at or below the existing ground elevation in the Zone A area (i.e. no fill placed within the flood plain). Parking lots may be allowed in flood plain in certain jurisdictions; however the City of Pewaukee Zoning Code Chapter 17 does provide some restrictions to the parking lots that may apply:

Section 17.0435 M (9) on page 98/191 specifically prohibits "Storm water retention or detention ponds" in flood plain. This is problematic since compliance with storm water management City/State/Federal regulations identify parking lots as a specific high volume and high pollutant loading elements of development. Storm water run-off from parking lots in



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almost every situation must be treated for pollutant reductions and volume (flooding) reductions.

Section 17.0436.b (5) pertains to Structure Setbacks within the Shoreland Overlay District. Note the drainage ditch that runs through the property on the Map 14 Meadowbrook Creek Neighborhood Plan 2015. Should this ditch/stream be determined to be a Navigable Stream, then the Shoreland provisions may become effective and "No Structureshall be within 75' of a designated 100 year recurrence interval (base flood) flood plain..." It may be impossible for the parking to satisfy the 75' setback as it sits in the flood plain. The definition of "Structure" is "Any manmade object with form, shape and utility, either permanently or temporarily attached to, placed upon or set into the ground...." Defined at least twice in the Zoning Code: "(74)" page 115/191 and "223" page 175/191, it appears that a parking lot would be a structure

Our point on the flood plain challenges on this site is that there may be elements within our code that may preclude the parking lot placement in the flood plain.

As previously noted, the parcel consists of Zone A flood plain. City Zoning 17.0435(f) p.95/191 requires the developer to determine the Base Flood Elevation for this site, whether this is by estimation or detailed study will be determined as the development review progresses. It is possible that further detailed modeling to define the base flood elevation on this parcel may lead to a reduction of the regulatory flood plain should the process be carried through to DNR and FEMA.

Road Access

The Lake Country Commons development will require at least two streets for public access. These would be public streets for full time access constructed to the City's standards. Stantec Figure No. 6 Road Access Options contains two suggestions for a second public street—the first public street is assumed to be in the location of the current driveway to the golf course off of Golf Road. We will be looking for at least three requirements in siting the streets:

- 1) Constructed to the City public street standards;
- 2) Constructed to an elevation above any pertinent flood Base Flow Elevation, keeping the access "dry" during flood events; and
- 3) Street functions as an access to the public sewer and water pipes as much as is practicable.

Municipal Water

Issues relating to municipal water service to this development consist of access and capacity. Stantec Figure No. 3 Existing Water and Sanitary Sewer conceptually shows the City water mains in E. Fieldhack Drive and Milkweed Lane. Stantec Figure No. 4 conceptually illustrates routes to extend



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water service to the development. The text of the Stantec study accurately states that the City will require a “looped” or redundant (two pipe connections) system for the development. Stantec also assumes that there will be adequate water capacity (pressure and volume) from the existing City pipes in E. Fieldhack and Milkweed Lane to serve the development. We do not object to either assumption, but our general requirements will be:

- 1) Looped or redundant water system;
- 2) Water pipe to be located for vehicle access via either service drive or street as practicable.
- 3) Pressure and volume requirements dependent upon Fire Department needs.

Sanitary Sewer.

Pursuant to the 2035 plans, we did not plan for servicing the golf course parcel for more sanitary sewer use than a golf course club house typically requires.

The sanitary sewer service focuses on two issues: 1) access or location; and 2) capacity—and there are several components to capacity including local pipe conveyance capacity, sewer lift station capacity (up to three lift stations), interceptor conveyance capacity (force mains and interceptor sewer pipes) and treatment plant capacity.

Access.

Stantec Figure No. 4 Water and Sanitary Sewer Connection Options conceptually identifies possible sewer service connections and routes. In addition to the similar access issues preferred for the water pipes, the sewer manholes will have to be located above the Base Flood Elevation, secured (locked in place) and flood-proofed if at or below that flood elevation, or located entirely outside of the flood plain.

Sewer Capacity Analysis.

Starting with the development, a rather extensive engineering analysis regarding conveyance capacities and purchased discharge capacities is required:

- 1) The receiving pipes in E. Fieldhack will have to be evaluated for conveyance capacity.
- 2) Those Fieldhack pipes flow into sewage lift stations, one near the Spice Creek Condo Recreation Center, and one on Milkweed Lane. Those lift stations will have to be evaluated for storage capacity, pumping capacity and force main conveyance capacity.
- 3) Those lift stations discharge into a City gravity sewer in the Deer Haven Subdivision, and the gravity sewer capacity will have to be evaluated.
- 4) That Deer Haven gravity sewer discharges into a Lake Pewaukee Sanitary District (LPSD) interceptor sewer. This will require both a pipe capacity analysis for the wastewater conveyed by the City pipe, and an analysis of our allowed discharge capacity into the LPSD pipe



Department of Public Works

W240 N3065 Pewaukee Road
Pewaukee, WI 53072

DPW Main Office: (262)-691-0804 Fax: 691-5729
Water & Sewer Division 691-0804 Fax: 691-5729
Street Division 691-0771 Fax: 691-6079
Engineering Division 691-0804 Fax: 691-5729

pursuant to our agreement with LPSD. Since we did not plan for the wastewater generated by this development when we last purchased additional capacity from LPSD in 1998, it is likely that we will have to seek additional purchased capacity from LPSD as we did in 1998.

- 5) The LPSD interceptor discharges into the Village of Pewaukee pumping station. The agreement which established our purchased capacity will have to be re-evaluated, and it is anticipated that additional capacity may be needed—either for this development or for a future development that was planned to use the capacity that this development may use. This was purchased in 1997.
- 6) The final destination for the wastewater is the Fox River Water Pollution Control Center in Brookfield (sewage plant). This development is within the planed 2035 service area for the sewage plant; however, when the sewage plant 2035 Facility Plan was updated in 2014 we did not anticipate this change of use for this parcel. That 2035 plant study did reveal that the City of Pewaukee will have to acquire excess capacity from other sewage plant partners prior to 2035 in order to accommodate the City's planned growth regardless of the change on this parcel.

Should the Plan Commission favorably review the conceptual plan, then a rather extensive engineering capacity study and evaluation would be necessary to better understand the impacts of the six sanitary sewer issues identified above. Typically, the City would seek a consultant proposal to do so with funds provided by the developer.

Storm Water Management.

The Stantec study understandably takes a cursory review of storm water management. We only repeat the comment that storm water management ponds are not allowed in flood plain areas.

Wetlands

The Stantec study does not address wetland issues; however, the developer should be aware that wetlands have been mapped in this area.

Bicycle and Pedestrian Planning

The development of Lake Country Commons may provide an opportunity for residents in the area to access the Lake Country Recreation Trail via local streets outside of the existing connections along the arterial roads of Meadowbrook Road (CTH G) and Golf Road (CTH GR), a stated goal of the City Bicycle and Pedestrian planning process.

include: the gas station/car wash in the SW quadrant of the Prospect Avenue/Meadowbrook Road intersection; the nunnery on Carmelite Road; Nettesheim City Neighborhood Park on Oak Street; the Pewaukee Lake Sanitary District offices; and, the several small businesses on the east side of Prospect Avenue in the vicinity of Edgewood Avenue. Residential development in this area includes the Orchards, Edgewood Farm and Palomino Point subdivisions, all developed in the 1990s and 2000s and the Rocky Point and Rocky Point-south subdivisions developed in the 1980s. Some of the other residential development in this area dates back to the 1920s. Also included within this neighborhood is the narrow strip of residential land between the lake and Prospect Avenue in the vicinity of Edgewood Avenue north of Meadowbrook Creek. There are both restaurants and residences in this narrow strip of land.

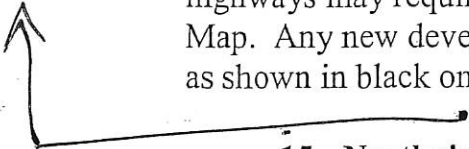
The detail long-range South Lake Neighborhood Plan depicted on Map No. 13 proposes that any flood lands, wetlands or upland conservancy lands be preserved in a natural state and all existing streets and highways be retained. Any developable lands should be converted to low-medium density residential use by 2035. There also some small areas of developed land in the Edgewood Avenue area that may be redeveloped during the next 25 years. Some arterial and collector streets and highways in the neighborhood may need additional right-of-way as shown on the City Official Map. Any new development will require new public streets, which are shown on Map No. 13 in black.

14 - Meadowbrook Creek Neighborhood – This almost completely developed neighborhood lies in the west-central area of the City and encompasses all of U.S. Public Land Survey Sections 19 and 20 north of I-94. (Please see Map No. 14). The neighborhood is bounded on the north by the section lines between Sections 18 & 19 and 17 & 20; on the east by the section line between Sections 20 and 21; on the south by I-94; and, on the west by the City's mutual boundary with the Town of Delafield. The gross land area of the neighborhood is 1.52 square miles but includes about 108 acres of City of Waukesha territory resulting in a net City area of 1.35 square miles. Meadowbrook Road (CTH G) traverses the center of the neighborhood in a north-south direction, splitting the neighborhood into two approximately equal parts. The Lake Country (bike/hike) Trail, located on the WEnergies electric transmission line right-of-way and paralleling Meadowbrook Creek, traverses the neighborhood diagonally from SE to NW. The topography can be described as rolling.

Existing land use development in the City portion of the neighborhood east of Meadowbrook Road is primarily medium density residential but includes an 18 hole golf course and a large area of flood lands and wetlands. Part of the Deer Haven subdivision described in the South Lake Neighborhood and the very large Meadowbrook Farms residential development comprise the residential uses.

Existing land uses in that portion of the neighborhood lying west of Meadowbrook Road include several low - medium density residential subdivisions developed in the 1950s and 1960s, such as Fieldhack, Knollwood, Oak Springs, Lake View, Lakefield-at-Spring-Hill, Spring Creek subdivision and the late 1990s Oak Spring – South subdivision. There is also a significant area of flood lands and wetlands on both sides of Meadowbrook Creek. In addition, there is a small office/commercial use located in the SE quadrant of the intersection of Prospect Avenue and Edgewater Drive. There are also two small commercial properties located on the west side of Prospect Avenue, one of which houses a restaurant. There is a small amount of developable land on the north side of Golf Road west of Meadowbrook Road.

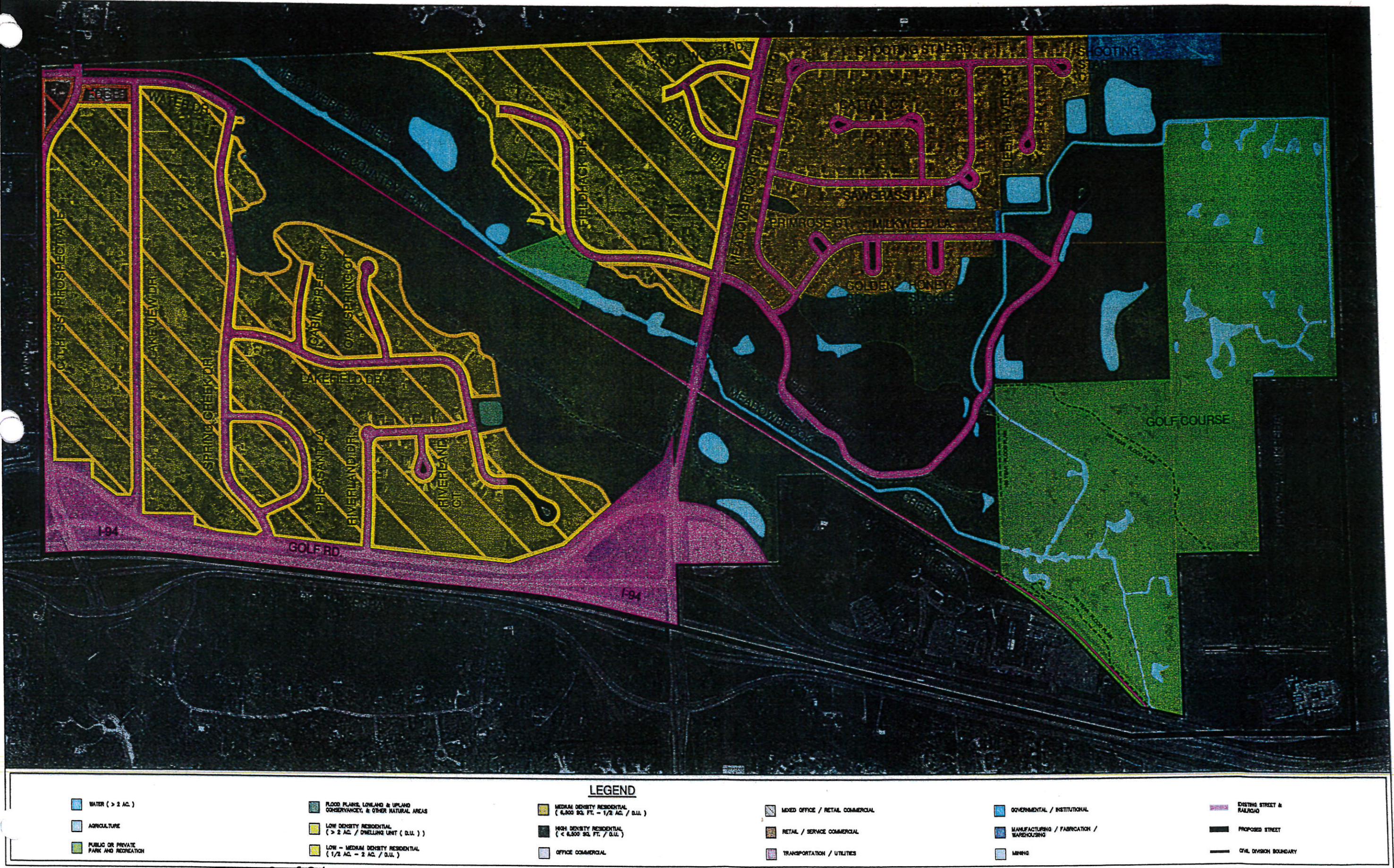
The detailed long-range plan for the Meadowbrook Creek Neighborhood depicted on Map No. 14 proposes that all flood lands and wetlands be preserved in a natural state and all existing streets and highways be retained. The developable land should be converted to medium density residential use or, perhaps, institutional use by 2035. Some of the existing arterial streets and highways may require additional right-of-way as shown on the City Official Map. Any new development will require public utilities as well as public streets as shown in black on plan Map No. 14.

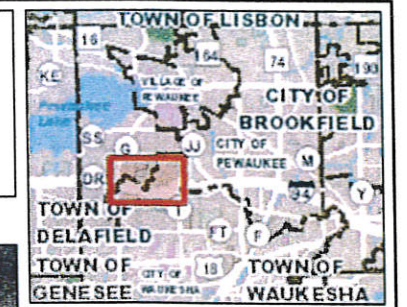


15 - Northview Hills Neighborhood – This almost completely developed neighborhood lies in the southwestern area of the City and encompasses that portion of U.S. Public Land Survey Section 19 lying south of I-94 and all of Section 30. (*Please see Map No. 15*). The neighborhood is bounded on the north by I-94; on the east by Meadowbrook Road (CTH TT); on the south by the section line between Sections 30 and 31, also the City's mutual boundary with the City of Waukesha; and, on the west by the City's mutual boundary with the Town of Delafield. Please note that at some time in the future the governmental jurisdiction of CTH TT (Meadowbrook Road) south of I-94 may change to a state trunk highway. The gross area of the neighborhood is 1.13 square miles but includes about 55 acres of City of Waukesha territory resulting in a net City area of 1.05 square miles. Northview Road, a City arterial street, traverses the southern half of the neighborhood in an east-west direction. The topography can be described as hilly.

Existing land use development in the City portion of the neighborhood is entirely low-medium density residential with the exception of the City's South Neighborhood Park, a small non-denominational church and a very small printing shop. There are four 1950s/1960s residential developments including: Rolling Ridge Estates, Woodland Village, University Heights, and Arrowhead Trails subdivisions, in addition to the small Woodside Glen subdivision developed in the late 1990s. None of these subdivisions had public sanitary sewerage facilities until the 2000s and are not yet served with public water supply. Public sanitary sewerage service in this neighborhood is purchased by

MAP NO.14 MEADOWBROOK CREEK NEIGHBORHOOD PLAN - 2035





Legend

Civil Division Boundary

Parks

Assessment Data

FEMA Floodplain

0.2% Chance Flood

1% Chance Flood (Zone A No Ba

1% Chance Flood Area (Zone AE

AE, Floodway

Drainage Ditch

Municipal Boundary_1K

Railroad_1K

TaxParcel_1K_Labels

SimultaneousConveyance_1K

Assessor Plat

CSM

Condo Plat

Subdivision Plat

TaxParcel_1K

Cartoline_1K

<all other values>

EA-Easement_Line

PL-DA

PL-Extended_Tie_line

PL-IA

PL-Meander_Line

PL-Note

PL-Original_Parcel_Line

PL-PT

PL-Tie

PL-Tie_Line

ROW_CL

RR_CL

RW_Radius

SD-SD_Block_O_100

SD-SD_Block_O_200

Road Centerlines_1K

Waterbodies_1K_Labels

Waterlines_1K_Labels

FlowCenterline

Other

UnderRoad

Visible

Waterlines_use_1K

FlowCenterline

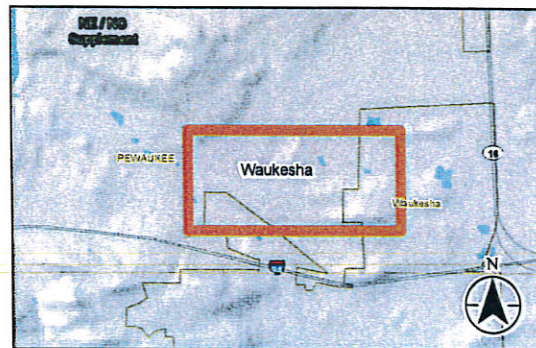
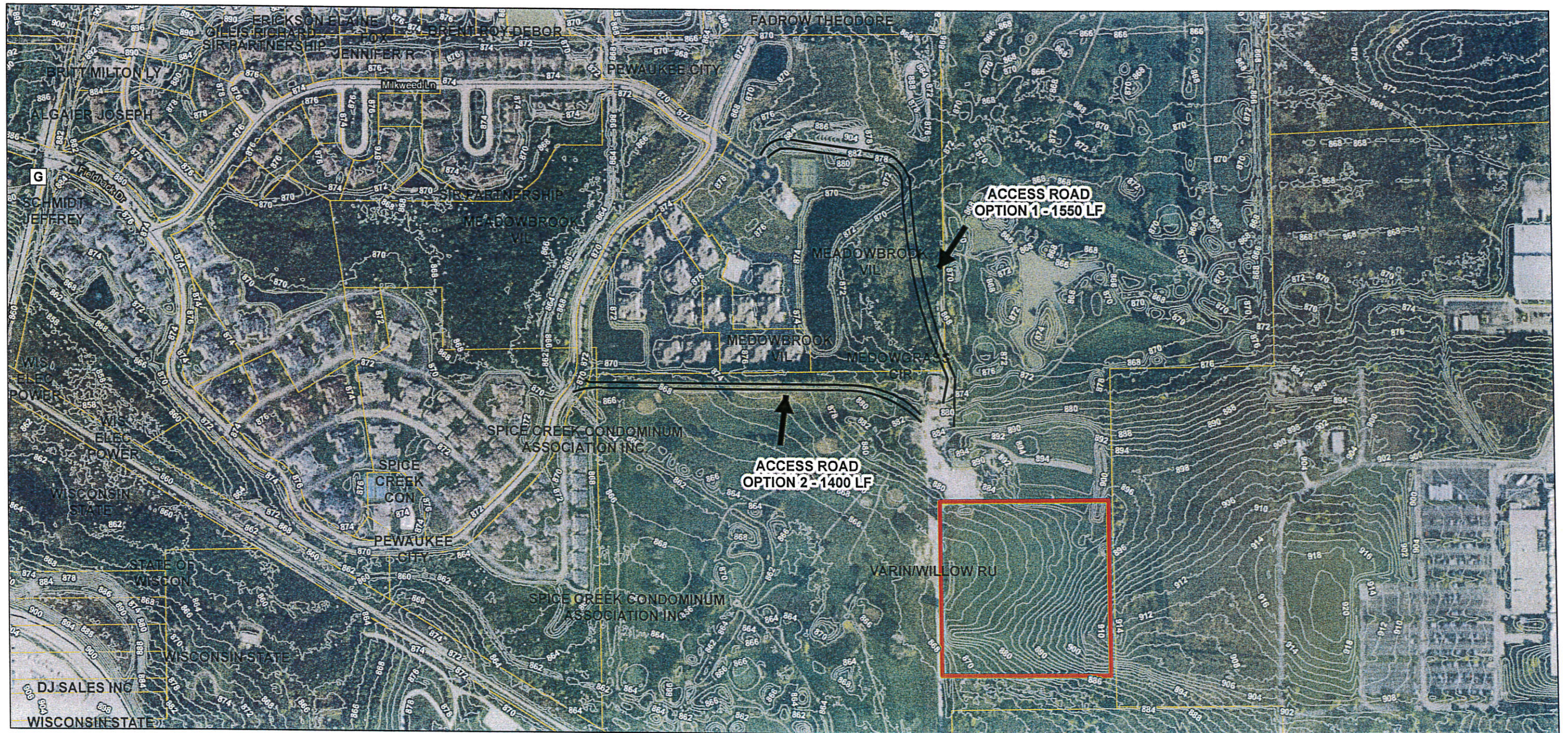
Other

UnderRoad

Visible

County_Parks_1K

V:\1938\business_development\2017\Willow Run\Willow Run_LC_Pewaukee\GIS\Project\Willow_Ru_BOA.dwg
Reviewed: 2017-12-19 By: mlarochi



Legend

- Proposed Road Alignment
- 2ft Elevation Contours
- Parcels
- Site Location

Notes

- Coordinate System: NAD 1983 StatePlane Wisconsin South FIPS 4803 Feet
- Data Sources Include: Stantec, Ameren, KDOT, USGS, USFWS, NRCS, Ventyx, Esri

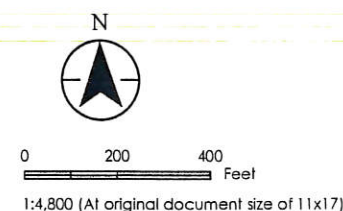


Figure No.

6

Title

Road Access Options

Client/Project

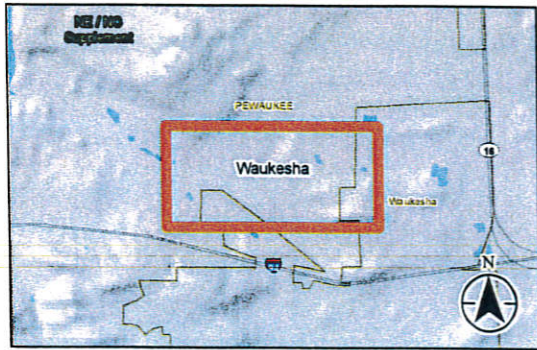
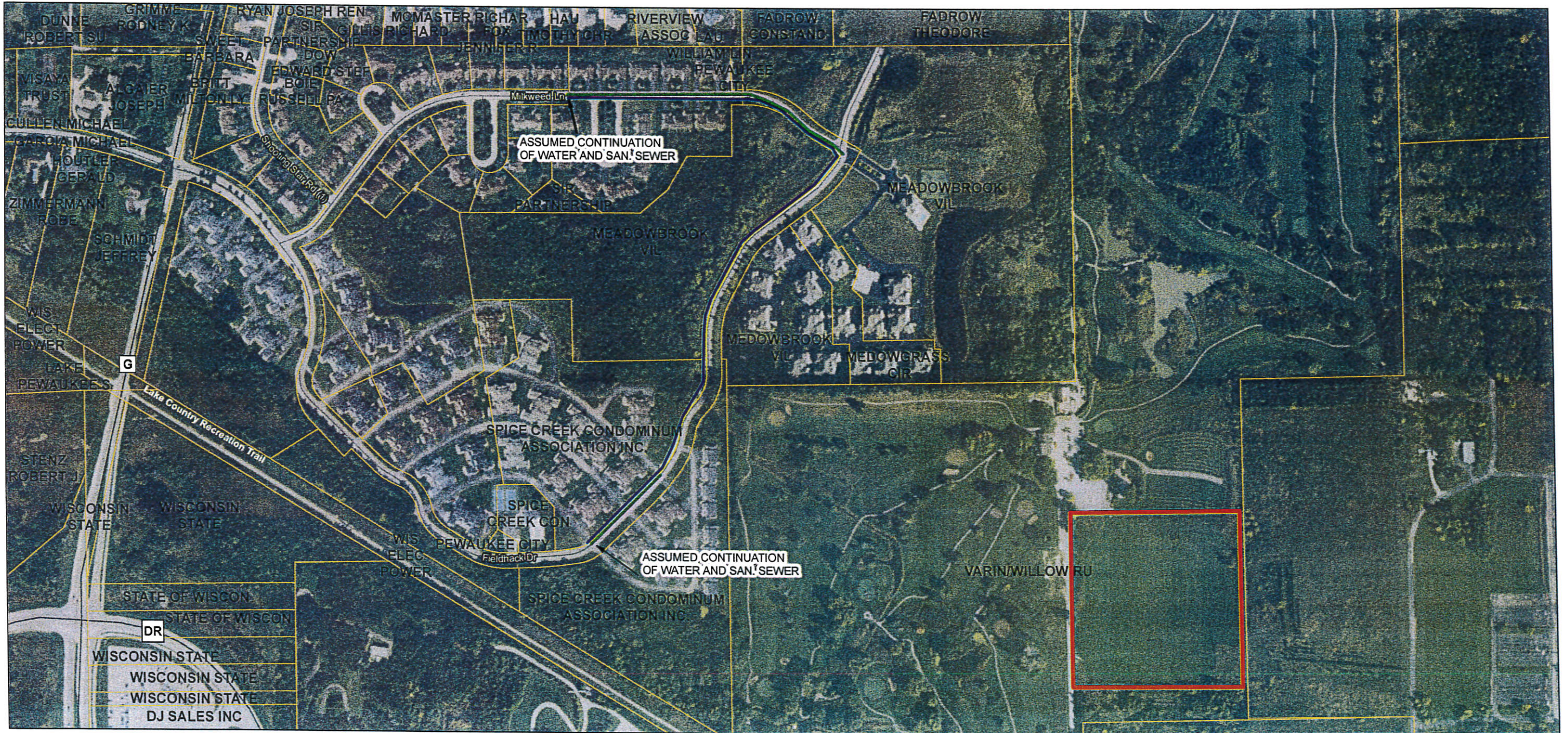
Willow Run Infrastructure Analysis
City of Pewaukee

Project Location
Pewaukee, WI

DRAFT



193805789
Prepared by MPS on 2017-12-8
Technical Review by XXX on 2017-XX-XX
Independent Review by XXX on 2017-XX-XX



Legend

- Existing Saintry Sewer
- Existing Water Main
- Parcels
- Site Location

Note

Existing water main and sanitary sewer depicted based on information provided by City of Pewaukee Department of Public Works

Notes

1. Coordinate System: NAD 1983 StatePlane Wisconsin South FIPS 4803 Feet
2. Data Sources Include: Stantec, Ameren, KDOT, USGS, USFWS, NRCS,
3. Ventyx, Esri

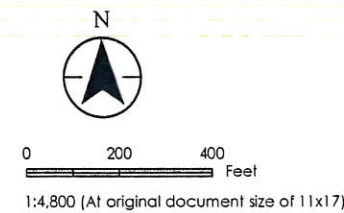


Figure No.

3

Title

Existing Water and Sanitary Sewer

Client/Project

Willow Run Infrastructure Analysis
City of Pewaukee

Project Location

Pewaukee, WI

193805789
Prepared by MPS on 2017-12-8
Technical Review by XXX on 2017-XX-XX
Independent Review by XXX on 2017-XX-XX



AGREEMENT FOR TECHNICAL SERVICES

CITY OF PEWAUKEE AND STRAND ASSOCIATES, INC.®

This Agreement is made and entered into this ____ day of _____, 20____, between the City of Pewaukee, Wisconsin, hereinafter referred to as OWNER, located at W2640 N3065 Pewaukee Road, Pewaukee, Wisconsin 53072, and Strand Associates, Inc.®, hereinafter referred to as ENGINEER. This Agreement shall be in accordance with the following elements.

Scope of Services

Services to be provided under this Agreement can be described as engineering, scientific, computer-aided design drafting, clerical, and administrative activities performed in accordance with the terms and conditions of this Agreement and subsequently issued Task Orders. Prior to ENGINEER's engagement by OWNER, a mutually agreeable Task Order document shall be developed and executed by both parties. The Task Order will include **Project Information**, a detailed **Scope of Services**, **Compensation**, and **Schedule**. The general form of the Task Order shall be in accordance with the enclosed Task Order No. 19-01.

Service Elements Not Included

The following services are not included under this Agreement. If such services are required, they will be provided as noted in each subsequently issued task order.

1. Additional and Extended Services: Any services during construction made necessary by:
 - a. Work damaged by fire or other cause during construction.
 - b. A significant amount of defective or neglected work of any contractor.
 - c. Prolongation of the time of the construction contract.
 - d. Default by contractor under the construction contract.
2. Additional OWNER-required Site Visits and/or Meetings: Additional OWNER-required site visits or meetings.
3. Archaeological or Botanical Investigations: ENGINEER will assist OWNER in engaging the services of an archaeologist or botanist, if required, to perform the field investigations necessary for agency review.
4. Bidding- and Construction-Related Services: Any services involved in performing bidding- and construction-related services.
5. Drawings and Specifications: Final design services including drawings and specifications.

OWNER REVIEW

City of Pewaukee
Page 2
Date {_____}

DRAFT

6. Flood Studies: Any services involved in performing flood and floodway studies.
7. Geotechnical Engineering: Geotechnical engineering information, if required, shall be provided through OWNER and OWNER's geotechnical consultant. ENGINEER will assist OWNER with defining initial scope of geotechnical information that is required to allow OWNER to procure geotechnical engineering services.
8. Land and Easement Surveys/Procurement: Any services of this type including, but not limited to, a record search, field work, preparation of legal descriptions, or assistance to OWNER for securing land rights necessary for siting sanitary sewer, tanks, and appurtenances.
9. Preparation for and/or Appearance in Litigation on Behalf of OWNER: Any services related to litigation.
10. Review of Product Substitutions or Means, Method, Technique, Sequence, or Procedure Substitutions Proposed by Contractor: ENGINEER's cost for evaluating substitute products, means, method, technique, sequence, or procedure of construction is not included.
11. Revising Designs, Drawings, Specifications, and Documents: Any services required after these items have been previously approved by state or federal regulatory agencies, because of a change in the project scope or where such revisions are necessary to comply with changed state and federal regulations that are put in force after Services have been partially completed.
12. Services Furnished During Readvertisement for Bids, if Ordered by OWNER: Any services of this type if a contract is not awarded pursuant to the original bids.
13. Services Related to Buried Wastes and Contamination: Should buried solid, liquid, or potentially hazardous wastes or subsurface or soil contamination be uncovered at the site, follow-up investigations may be required to identify the nature and extent of such wastes or subsurface soil or groundwater contamination and to determine appropriate methods for managing of such wastes or contamination and for follow-up monitoring.

Compensation

OWNER shall compensate ENGINEER for Services indicated in each subsequently issued Task Order for a lump sum or for an estimated fee on an hourly rate basis plus expenses.

Expenses incurred such as those for subconsultants, travel, meals, printing, postage, copies, computer, electronic communication, and long distance telephone calls will be billed at actual cost plus ten percent.

Only sales taxes or other taxes on Services that are in effect at the time this Agreement is executed are included in the Compensation. If the tax laws are subsequently changed by legislation during the life of this Agreement, this Agreement will be adjusted to reflect the net change.

The lump sum or estimated fee for the Services is based on wage scale/hourly billing rates, adjusted annually on July 1, that anticipates the Services will be completed as indicated. Should the completion time be extended, it may be cause for an adjustment in the lump sum or estimated fee that reflects any wage scale adjustments made.

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OWNER REVIEW

City of Pewaukee
Page 3
Date {_____}

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The lump sum or estimated fee will not be exceeded without prior notice to and agreement by OWNER but may be adjusted for time delays, time extensions, amendments, or changes in the **Scope of Services**. Any adjustments will be negotiated based on ENGINEER's increase or decrease in costs caused by delays, extensions, amendments, or changes.

Schedule

Services will begin upon execution of this Agreement, which is anticipated on January 22, 2019. This Agreement will terminate two years following its execution. The schedule for individual tasks will be included on each subsequently issued Task Order.

Standard of Care

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

OWNER's Responsibilities

1. Assist ENGINEER by placing at ENGINEER's disposal all available information pertinent to the Task Order-specified project including previous reports, previous drawings and specifications, and any other data relative to the scope of the Task Order-specified project.
2. Furnish to ENGINEER, as required by ENGINEER for performance of Services as part of this Agreement, data prepared by or services of others obtained or prepared by OWNER relative to the scope of the Task Order-specified project, such as soil borings, probings and subsurface explorations, and laboratory tests and inspections of samples, all of which ENGINEER may rely upon in performing Services under this Agreement.
3. Provide access to the site as required for ENGINEER to perform Task Order-specified project Services under this Agreement.
4. Guarantee access to and make all provisions for ENGINEER to enter upon public and private lands as required for ENGINEER to perform Task Order-specified project Services under this Agreement.
5. Examine all reports, sketches, estimates, special provisions, drawings, and other documents presented by ENGINEER and render, in writing, decisions pertaining thereto within a reasonable time so as not to delay the performance of ENGINEER.
6. Provide all legal services as may be required for the development of the Task Order-specified project.
7. Retain the services of a soils consultant to provide any necessary geotechnical evaluation and recommendations.

OWNER REVIEW

City of Pewaukee

Page 4

Date {_____}

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8. Provide the front end documents that require the contractor to name ENGINEER as an additional insured on contractor's General Liability and Automobile Liability insurance policies and to indemnify ENGINEER to the same extent that the contractor insures and indemnifies OWNER.
9. Pay all permit and plan review fees payable to regulatory agencies.

Opinion of Probable Cost

Any opinions of probable cost prepared by ENGINEER are supplied for general guidance of OWNER only. ENGINEER has no control over competitive bidding or market conditions and cannot guarantee the accuracy of such opinions as compared to contract bids or actual costs to OWNER.

Observation Services

In furnishing observation services, ENGINEER's efforts will be directed toward determining for OWNER that the completed project will, in general, conform to the Contract Documents; but ENGINEER will not supervise, direct, or have control over the contractor's work and will not be responsible for the contractor's construction means, methods, techniques, sequences, procedures, or health and safety precautions or programs, or for the contractor's failure to perform the construction work in accordance with the Contract Documents.

Payment Requests

ENGINEER's review of Payment Requests from contractor(s) will not impose responsibility to determine that title to any of the work has passed to OWNER free and clear of any liens, claims, or other encumbrances. Any such service by ENGINEER will be provided through an amendment to this Agreement.

Changes

1. OWNER may make changes within the general scope of this Agreement in the Services to be performed. If such changes cause an increase or decrease in ENGINEER's cost or time required for performance of any Services under this Agreement, an equitable adjustment will be made and this Agreement will be modified in writing accordingly.
2. No services for which additional compensation will be charged by ENGINEER will be furnished without the written authorization of OWNER. The fee established herein will not be exceeded without agreement by OWNER but may be adjusted for time delays, time extensions, amendments, or changes in the **Scope of Services**.
3. If there is a modification of Agency requirements relating to the Services to be performed under this Agreement subsequent to the date of execution of this Agreement, the increased or decreased cost of performance of the Services provided for in this Agreement will be reflected in an appropriate modification of this Agreement.

Extension of Services

This Agreement may be extended for additional Services upon OWNER's authorization. Extension of Services will be provided for a lump sum or an hourly rate plus expenses.

OWNER REVIEW

City of Pewaukee
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Payment

OWNER shall make monthly payments to ENGINEER for Services performed in the preceding month based upon monthly invoices. Nonpayment 30 days after the date of receipt of invoice may, at ENGINEER's option, result in assessment of a 1 percent per month carrying charge on the unpaid balance.

Nonpayment 45 days after the date of receipt of invoice may, at ENGINEER's option, result in suspension of Services upon five calendar days' notice to OWNER. ENGINEER will have no liability to OWNER, and OWNER agrees to make no claim for any delay or damage as a result of such suspension caused by any breach of this Agreement by OWNER. Upon receipt of payment in full of all outstanding sums due from OWNER, or curing of such other breach which caused ENGINEER to suspend Services, ENGINEER will resume Services and there will be an equitable adjustment to the remaining project schedule and compensation as a result of the suspension.

Data Provided by Others

ENGINEER is not responsible for the quality or accuracy of data nor for the methods used in the acquisition or development of any such data where such data is provided by or through OWNER, contractor, or others to ENGINEER and where ENGINEER's Services are to be based upon such data. Such data includes, but is not limited to, soil borings, groundwater data, chemical analyses, geotechnical testing, reports, calculations, designs, drawings, specifications, record drawings, contractor's marked-up drawings, and topographical surveys.

Termination

This Agreement may be terminated with cause in whole or in part in writing by either party subject to a two-week notice and the right of the party being terminated to meet and discuss the termination before the termination takes place. ENGINEER will be paid for all completed or obligated Services up to the date of termination.

Third-Party Beneficiaries

Nothing contained in this Agreement creates a contractual relationship with or a cause of action in favor of a third party against either OWNER or ENGINEER. ENGINEER's Services under this Agreement are being performed solely for OWNER's benefit, and no other party or entity shall have any claim against ENGINEER because of this Agreement or the performance or nonperformance of Services hereunder. OWNER and ENGINEER agree to require a similar provision in all contracts with contractors, subcontractors, subconsultants, vendors, and other entities involved in the Task Order-specified project to carry out the intent of this provision.

Dispute Resolution

Except as may be otherwise provided in this Agreement, all claims, counterclaims, disputes, and other matters in question between OWNER and ENGINEER arising out of or relating to this Agreement or the breach thereof will be decided first by mediation, if the parties mutually agree, or with a bench trial in a court of competent jurisdiction within the State of Wisconsin.

OWNER REVIEW

City of Pewaukee
Page 6
Date {_____}

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Terms and Conditions

The terms and conditions of this Agreement and subsequently issued Task Orders will apply to the Services defined in the **Scope of Services**. OWNER-supplied purchase order is for processing payment only; terms and conditions on the purchase order shall not apply to these Services.

IN WITNESS WHEREOF the parties hereto have made and executed this Agreement.

ENGINEER:

OWNER:

STRAND ASSOCIATES, INC.®

CITY OF PEWAUKEE

DRAFT

DRAFT

Matthew S. Richards
Corporate Secretary

Date

Scott Klein
City Administrator

Date

OWNER REVIEW

DRAFT

Task Order No. 19-01
City of Pewaukee, Wisconsin (OWNER)
and Strand Associates, Inc.® (ENGINEER)
Pursuant to the Agreement for Technical Services dated _____, 20__

Project Information

Services Name: Lake Country Commons Sanitary Sewer Capacity Analysis and Impacts Review

Project Description: A former golf course will be developed into a mixed-use site, which is proposed to include a minor league baseball field, restaurant, 64-unit apartment complex, 130-unit senior living complex, public market, and additional commercial and retail development. The former golf course was not previously anticipated to be added to OWNER's sanitary sewer infrastructure.

Services Description: Review OWNER's downstream sanitary sewer infrastructure for additional flow from the proposed Lake Country Commons development.

Scope of Services

ENGINEER will provide the following services to OWNER:

1. Review existing OWNER-provided sanitary sewer maps and available materials related to the development site.
2. Develop sanitary sewer flow projections for the Lake Country Commons proposed development based on OWNER-provided information.
3. Provide a capacity analysis for sanitary sewers downstream of the proposed development. Capacity analysis will consist of the following:
 - a. Evaluate existing capacity of OWNER's downstream interceptor using flow data provided by OWNER.
 - b. Review existing flows in OWNER's downstream infrastructure using flow metering data provided by OWNER.
 - c. Review existing and projected flows in comparison to flows in Lake Pewaukee Sanitary District Pumping Station, Village of Pewaukee Interceptor, and the City of Brookfield wastewater treatment plant, as defined in respective intermunicipal agreements.
4. Prepare a draft brief report documenting the project background, OWNER's existing sanitary sewer system, flow projections for the proposed Lake Country Commons development, results from the capacity analysis, and conclusions and potential next steps.
5. Attend one meeting with OWNER to review the draft brief report. Review and address OWNER's comments as appropriate.

OWNER REVIEW

City of Pewaukee
Task Order No. 19-01
Page 2
Date {_____}

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6. Prepare and provide final brief report to OWNER in portable document format.

Compensation

OWNER shall compensate ENGINEER for Services under this Task Order on an hourly rate basis plus expenses an estimated fee of \$9,200.

Schedule

Services will begin upon execution of this Task Order, which is anticipated on January 22, 2019. Services are scheduled for completion on March 15, 2019.

TASK ORDER AUTHORIZATION AND ACCEPTANCE:

ENGINEER:

STRAND ASSOCIATES, INC.®

OWNER:

CITY OF PEWAUKEE

DRAFT

DRAFT

Matthew S. Richards
Corporate Secretary

Date

Scott Klein
City Administrator

Date

**AGREEMENT BETWEEN THE CITY OF PEWAUKEE AND LAKE COUNTRY
COMMONS FOR THE WASTEWATER IMPACT ANALYSIS**

THIS AGREEMENT, entered into this day of by and between Lake Country Commons, LLC a Wisconsin Limited Liability Corporation organized and existing under the laws of the State of Wisconsin with principal offices at _____, Wisconsin, hereinafter called the "Commons" and the City of Pewaukee, a Municipal Corporation organized and existing under the laws of the State of Wisconsin with principal offices at W240 N3065 Pewaukee Road, Pewaukee, Wisconsin, hereinafter called the "City," is as follows:

WITNESSETH

WHEREAS, The Lake Country Commons development proposal consists of the development of the old Willow Run golf course into a baseball stadium, city market and residential condos (the "Project"), all outside of the 2035 and 2015 Land Use Plans, which may result in the discharging of more wastewater into the City sewer pipes, and

WHEREAS, the City sanitary sewer servicing the Project directs sewage through the Spice Creek City lift station, into and through the City Meadowbrook Farms lift station, through the Meadowbrook Farms sewer force main, into the Lake Pewaukee Sanitary District sewer interceptor, into the Village of Pewaukee sewage pumping station, and ultimately into the Fox River Water Pollution Control Center (Brookfield plant) for treatment, and

WHEREAS, the City must determine potential additional requirements the Project may place on the wastewater transport and treatment facilities and determine the capacity requirements for treatment of wastewater originating from the Project, and

WHEREAS, the City has requested a proposal from Strand Associates, Inc. to evaluate the projected sewer flows for this development, the City's ability to transport the wastewater, and the status with its current purchased flow capacities with Lake Pewaukee Sanitary District, the Village of Pewaukee and the Brookfield plant, and

WHEREAS, the Commons agrees to pay for the City's costs in evaluating the wastewater impact of its proposed development, and

WHEREAS, the wastewater to be treated and disposed of by the City from the Commons shall be only of the type and nature presently being collected and treated by the City, and

WHEREAS, the City has requested that the Commons deposit funds in advance for the Strand Associates evaluation in the sum of \$11,500, and

WHEREAS, this amount is based upon the initial estimate of the cost of service in

the amount of \$9,200 fee plus 25% to cover the potential other costs that will be incurred by the City such as legal and engineering review and administration, and

WHEREAS, this deposit shall be expended solely for capacity studies related to wastewater anticipated to be generated by the Project and costs exclusively related thereto, and

WHEREAS, if this proposal is to proceed, it will require further testing, review and administration, incurring potential further costs to the City, at which time the Commons and the City will be able to execute addenda to this agreement in order to determine the payment of the additional legal, engineering, or administrative costs, and

NOW, THEREFORE, it is agreed:

1. The Commons shall pay to the City \$11,500 to be held and used exclusively to pay the costs of the aforementioned Strand Associates capacity studies and related costs, so that the City's review of the Project may proceed.
2. In the event the costs of the Strand Associates capacity studies and related costs exceed the deposit, the Commons shall pay the excess amounts upon demand.
3. In the event the costs of the Strand Associates capacity studies and related costs are less than the deposit, the City shall remit the remaining funds to the Commons, without interest.

THIS AGREEMENT shall inure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns, or such public board's committees, commissions or entities as shall succeed substantially to the rights, powers, and duties of the Parties hereto respectively.

IN WITNESS WHEREOF, this Agreement has been executed on behalf of the City of Pewaukee, pursuant to a motion adopted by the City Common Council on the ____ day of _____ 2019, and on behalf of the Commons, on the ____ day of _____ 2019.

Lake Country Commons

City of Pewaukee



Strand Associates, Inc.[®]
910 West Wingra Drive
Madison, WI 53715
(P) 608-251-4843
(F) 608-251-8655

AGREEMENT FOR TECHNICAL SERVICES

CITY OF PEWAUKEE AND STRAND ASSOCIATES, INC.[®]

This Agreement is made and entered into this ____ day of _____, 20____, between the City of Pewaukee, Wisconsin, hereinafter referred to as OWNER, located at W240 N3065 Pewaukee Road, Pewaukee, Wisconsin 53072, and Strand Associates, Inc.[®], hereinafter referred to as ENGINEER. This Agreement shall be in accordance with the following elements.

Scope of Services

Services to be provided under this Agreement can be described as engineering, scientific, computer-aided design drafting, clerical, and administrative activities performed in accordance with the terms and conditions of this Agreement and subsequently issued Task Orders. Prior to ENGINEER's engagement by OWNER, a mutually agreeable Task Order document shall be developed and executed by both parties. The Task Order will include **Project Information**, a detailed **Scope of Services**, **Compensation**, and **Schedule**. The general form of the Task Order shall be in accordance with the enclosed Task Order No. 19-01.

Service Elements Not Included

The following services are not included under this Agreement. If such services are required, they will be provided as noted in each subsequently issued task order.

1. Additional and Extended Services: Any services during construction made necessary by:
 - a. Work damaged by fire or other cause during construction.
 - b. A significant amount of defective or neglected work of any contractor.
 - c. Prolongation of the time of the construction contract.
 - d. Default by contractor under the construction contract.
2. Additional OWNER-required Site Visits and/or Meetings: Additional OWNER-required site visits or meetings.
3. Archaeological or Botanical Investigations: ENGINEER will assist OWNER in engaging the services of an archaeologist or botanist, if required, to perform the field investigations necessary for agency review.
4. Bidding- and Construction-Related Services: Any services involved in performing bidding- and construction-related services.
5. Drawings and Specifications: Final design services including drawings and specifications.

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6. Flood Studies: Any services involved in performing flood and floodway studies.
7. Geotechnical Engineering: Geotechnical engineering information, if required, shall be provided through OWNER and OWNER's geotechnical consultant. ENGINEER will assist OWNER with defining initial scope of geotechnical information that is required to allow OWNER to procure geotechnical engineering services.
8. Land and Easement Surveys/Procurement: Any services of this type including, but not limited to, a record search, field work, preparation of legal descriptions, or assistance to OWNER for securing land rights necessary for siting sanitary sewer, tanks, and appurtenances.
9. Preparation for and/or Appearance in Litigation on Behalf of OWNER: Any services related to litigation.
10. Review of Product Substitutions or Means, Method, Technique, Sequence, or Procedure Substitutions Proposed by Contractor: ENGINEER's cost for evaluating substitute products, means, method, technique, sequence, or procedure of construction is not included.
11. Revising Designs, Drawings, Specifications, and Documents: Any services required after these items have been previously approved by state or federal regulatory agencies, because of a change in the project scope or where such revisions are necessary to comply with changed state and federal regulations that are put in force after Services have been partially completed.
12. Services Furnished During Readvertisement for Bids, if Ordered by OWNER: Any services of this type if a contract is not awarded pursuant to the original bids.
13. Services Related to Buried Wastes and Contamination: Should buried solid, liquid, or potentially hazardous wastes or subsurface or soil contamination be uncovered at the site, follow-up investigations may be required to identify the nature and extent of such wastes or subsurface soil or groundwater contamination and to determine appropriate methods for managing of such wastes or contamination and for follow-up monitoring.

Compensation

OWNER shall compensate ENGINEER for Services indicated in each subsequently issued Task Order for a lump sum or for an estimated fee on an hourly rate basis plus expenses.

Expenses incurred such as those for subconsultants, travel, meals, printing, postage, copies, computer, electronic communication, and long distance telephone calls will be billed at actual cost plus ten percent.

Only sales taxes or other taxes on Services that are in effect at the time this Agreement is executed are included in the Compensation. If the tax laws are subsequently changed by legislation during the life of this Agreement, this Agreement will be adjusted to reflect the net change.

The lump sum or estimated fee for the Services is based on wage scale/hourly billing rates, adjusted annually on July 1, that anticipates the Services will be completed as indicated. Should the completion time be extended, it may be cause for an adjustment in the lump sum or estimated fee that reflects any wage scale adjustments made.

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The lump sum or estimated fee will not be exceeded without prior notice to and agreement by OWNER but may be adjusted for time delays, time extensions, amendments, or changes in the **Scope of Services**. Any adjustments will be negotiated based on ENGINEER's increase or decrease in costs caused by delays, extensions, amendments, or changes.

Schedule

Services will begin upon execution of this Agreement, which is anticipated on January 22, 2019. This Agreement will terminate two years following its execution. The schedule for individual tasks will be included on each subsequently issued Task Order.

Standard of Care

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

OWNER's Responsibilities

1. Assist ENGINEER by placing at ENGINEER's disposal all available information pertinent to the Task Order-specified project including previous reports, previous drawings and specifications, and any other data relative to the scope of the Task Order-specified project.
2. Furnish to ENGINEER, as required by ENGINEER for performance of Services as part of this Agreement, data prepared by or services of others obtained or prepared by OWNER relative to the scope of the Task Order-specified project, such as soil borings, probings and subsurface explorations, and laboratory tests and inspections of samples, all of which ENGINEER may rely upon in performing Services under this Agreement.
3. Provide access to the site as required for ENGINEER to perform Task Order-specified project Services under this Agreement.
4. Guarantee access to and make all provisions for ENGINEER to enter upon public and private lands as required for ENGINEER to perform Task Order-specified project Services under this Agreement.
5. Examine all reports, sketches, estimates, special provisions, drawings, and other documents presented by ENGINEER and render, in writing, decisions pertaining thereto within a reasonable time so as not to delay the performance of ENGINEER.
6. Provide all legal services as may be required for the development of the Task Order-specified project.
7. Retain the services of a soils consultant to provide any necessary geotechnical evaluation and recommendations.

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8. Provide the front end documents that require the contractor to name ENGINEER as an additional insured on contractor's General Liability and Automobile Liability insurance policies and to indemnify ENGINEER to the same extent that the contractor insures and indemnifies OWNER.
9. Pay all permit and plan review fees payable to regulatory agencies.

Opinion of Probable Cost

Any opinions of probable cost prepared by ENGINEER are supplied for general guidance of OWNER only. ENGINEER has no control over competitive bidding or market conditions and cannot guarantee the accuracy of such opinions as compared to contract bids or actual costs to OWNER.

Observation Services

In furnishing observation services, ENGINEER's efforts will be directed toward determining for OWNER that the completed project will, in general, conform to the Contract Documents; but ENGINEER will not supervise, direct, or have control over the contractor's work and will not be responsible for the contractor's construction means, methods, techniques, sequences, procedures, or health and safety precautions or programs, or for the contractor's failure to perform the construction work in accordance with the Contract Documents.

Payment Requests

ENGINEER's review of Payment Requests from contractor(s) will not impose responsibility to determine that title to any of the work has passed to OWNER free and clear of any liens, claims, or other encumbrances. Any such service by ENGINEER will be provided through an amendment to this Agreement.

Changes

1. OWNER may make changes within the general scope of this Agreement in the Services to be performed. If such changes cause an increase or decrease in ENGINEER's cost or time required for performance of any Services under this Agreement, an equitable adjustment will be made and this Agreement will be modified in writing accordingly.
2. No services for which additional compensation will be charged by ENGINEER will be furnished without the written authorization of OWNER. The fee established herein will not be exceeded without agreement by OWNER but may be adjusted for time delays, time extensions, amendments, or changes in the **Scope of Services**.
3. If there is a modification of Agency requirements relating to the Services to be performed under this Agreement subsequent to the date of execution of this Agreement, the increased or decreased cost of performance of the Services provided for in this Agreement will be reflected in an appropriate modification of this Agreement.

Extension of Services

This Agreement may be extended for additional Services upon OWNER's authorization. Extension of Services will be provided for a lump sum or an hourly rate plus expenses.

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Payment

OWNER shall make monthly payments to ENGINEER for Services performed in the preceding month based upon monthly invoices. Nonpayment 30 days after the date of receipt of invoice may, at ENGINEER's option, result in assessment of a 1 percent per month carrying charge on the unpaid balance.

Nonpayment 45 days after the date of receipt of invoice may, at ENGINEER's option, result in suspension of Services upon five calendar days' notice to OWNER. ENGINEER will have no liability to OWNER, and OWNER agrees to make no claim for any delay or damage as a result of such suspension caused by any breach of this Agreement by OWNER. Upon receipt of payment in full of all outstanding sums due from OWNER, or curing of such other breach which caused ENGINEER to suspend Services, ENGINEER will resume Services and there will be an equitable adjustment to the remaining project schedule and compensation as a result of the suspension.

Data Provided by Others

ENGINEER is not responsible for the quality or accuracy of data nor for the methods used in the acquisition or development of any such data where such data is provided by or through OWNER, contractor, or others to ENGINEER and where ENGINEER's Services are to be based upon such data. Such data includes, but is not limited to, soil borings, groundwater data, chemical analyses, geotechnical testing, reports, calculations, designs, drawings, specifications, record drawings, contractor's marked-up drawings, and topographical surveys.

Termination

This Agreement may be terminated with cause in whole or in part in writing by either party subject to a two-week notice and the right of the party being terminated to meet and discuss the termination before the termination takes place. ENGINEER will be paid for all completed or obligated Services up to the date of termination.

Third-Party Beneficiaries

Nothing contained in this Agreement creates a contractual relationship with or a cause of action in favor of a third party against either OWNER or ENGINEER. ENGINEER's Services under this Agreement are being performed solely for OWNER's benefit, and no other party or entity shall have any claim against ENGINEER because of this Agreement or the performance or nonperformance of Services hereunder. OWNER and ENGINEER agree to require a similar provision in all contracts with contractors, subcontractors, subconsultants, vendors, and other entities involved in the Task Order-specified project to carry out the intent of this provision.

Dispute Resolution

Except as may be otherwise provided in this Agreement, all claims, counterclaims, disputes, and other matters in question between OWNER and ENGINEER arising out of or relating to this Agreement or the breach thereof will be decided first by mediation, if the parties mutually agree, or with a bench trial in a court of competent jurisdiction within the State of Wisconsin.

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Terms and Conditions

The terms and conditions of this Agreement and subsequently issued Task Orders will apply to the Services defined in the **Scope of Services**. OWNER-supplied purchase order is for processing payment only; terms and conditions on the purchase order shall not apply to these Services.

IN WITNESS WHEREOF the parties hereto have made and executed this Agreement.

ENGINEER:

OWNER:

STRAND ASSOCIATES, INC.®

CITY OF PEWAUKEE

Matthew S. Richards
Corporate Secretary

Date

Scott Klein
City Administrator

Date

NOT FOR
SIGNATURE



Strand Associates, Inc.®
910 West Wingra Drive
Madison, WI 53715
(P) 608-251-4843
(F) 608-251-8655

Task Order No. 19-01
City of Pewaukee, Wisconsin (OWNER)
and Strand Associates, Inc.® (ENGINEER)
Pursuant to the Agreement for Technical Services dated _____, 20__

Project Information

Services Name: Lake Country Commons Sanitary Sewer Capacity Analysis and Impacts Review

Project Description: A former golf course will be developed into a mixed-use site, which is proposed to include a minor league baseball field, restaurant, 64-unit apartment complex, 130-unit senior living complex, public market, and additional commercial and retail development. The former golf course was not previously anticipated to be added to OWNER's sanitary sewer infrastructure.

Services Description: Review OWNER's downstream sanitary sewer infrastructure for additional flow from the proposed Lake Country Commons development.

Scope of Services

ENGINEER will provide the following services to OWNER:

1. Review existing OWNER-provided sanitary sewer maps and available materials related to the development site.
2. Develop sanitary sewer flow projections based on low and high projected development for the Lake Country Commons proposed development based on OWNER-provided information.
3. Provide a capacity analysis for sanitary sewers downstream of the proposed development. Capacity analysis will consist of the following:
 - a. Evaluate existing capacity of OWNER's downstream interceptor using flow data provided by OWNER.
 - b. Review existing flows in OWNER's downstream infrastructure using flow metering data provided by OWNER.
 - c. Review existing flows and projected flows based on low and high projected development in comparison to flows in Lake Pewaukee Sanitary District Pumping Station, Village of Pewaukee Interceptor, and the City of Brookfield wastewater treatment plant, as defined in respective intermunicipal agreements.
4. Prepare a draft brief report documenting the project background, OWNER's existing sanitary sewer system, flow projections for the proposed Lake Country Commons development, results from the capacity analysis, and conclusions and potential next steps.
5. Attend one meeting with OWNER to review the draft brief report. Review and address OWNER's comments as appropriate.
6. Prepare and provide final brief report to OWNER in portable document format.

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Compensation

OWNER shall compensate ENGINEER for Services under this Task Order on an hourly rate basis plus expenses an estimated fee of \$10,000.

Schedule

Services will begin upon execution of this Task Order, which is anticipated on January 22, 2019. Services are scheduled for completion on March 15, 2019.

TASK ORDER AUTHORIZATION AND ACCEPTANCE:

ENGINEER:

STRAND ASSOCIATES, INC.®

OWNER:

CITY OF PEWAUKEE

Matthew S. Richards
Corporate Secretary

Date

Scott Klein
City Administrator

Date

NOT FOR
SIGNATURE