

Office of the Clerk/Treasurer

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

~ VIRTUAL ONLY SEE NOTICE BELOW ~

**COMMON COUNCIL
MEETING NOTICE AND AGENDA**

Monday, December 7, 2020

7:00 PM

VIRTUAL ONLY

City of Pewaukee W240 N3065 Pewaukee Road ~ Pewaukee, Wisconsin

-
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. Approval of Account Payable Listing Dated December 7th, 2020
 - 3.2. Approval of Common Council Meeting Minutes Dated November 2nd, 2020
 4. Discussion and Possible Action Regarding **Resolution 20-12-26** Pertaining to the Park and Open Space Plan [Phalin]
 5. Discussion and Possible Action to Waive the Second Reading and Approve **Ordinance 20-09** Related to the Salaries of Non-Union Employees [Woldanski]
 6. Discussion and Possible Action to Waive the Second Reading and Approve **Ordinance 20-10** Related to the Salaries of Union Employees [Woldanski]
 7. Discussion and Action Regarding **Ordinance 20-11** to Rezone Land Located on Watertown Road (PWC 0960-988) from UC Upland Conservancy, F-1 Floodplain, I-1 Urban Institutional, LC Lowland Conservancy, Rm-3 Multi-Family Residential, Rs-4 Single-Family Residential, M-2 Limited Industrial and B-6 Mixed Use Business to P-1 Park and Open Space, UC Upland Conservancy, F-1 Floodplain and LC Lowland Conservancy for the Purpose of Constructing a 5-Stall Parking Lot for the Regional Trail that Will be Built on the County-Owned Abandoned Railroad Corridor As Requested by the Waukesha County Department of Public Works [Fuchs]
 8. Discussion and Possible Action to Consider the Request of Waukesha County Department of Parks and Land Use to Waive Fees Associated with the Rezoning Petition and Site and Building Plan Review [Fuchs]
 9. Discussion and Possible Action to Approve Resolution **20-12-25** Establishing the 2021 Fee Schedule [Tarczewski]
 10. Discussion and Possible Action to Approve Another Emergency Declaration [Klein]
 11. Discussion and Possible Action Regarding the Sanitary Sewer Rates Established for the Waukesha

Sewer Area [Wagner / Mueller]

12. Discussion and Possible Action to Approve The Waters Development Agreement and Establish the Amount of the Letter of Credit in the Amount of \$1,309,209.84 [Wagner]
13. Discussion and Possible Action Regarding the Special Assessment Against W220 N475 Springdale Road (PWC 0916-997) [Wagner]
14. Discussion and Possible Action Regarding an Amendment to the Swan View Farms Developers Agreement [Wagner]
15. Discussion and Possible Action to Approve Comfort **Resolution 20-12-27** Declaring Official Intent to Reimburse Expenditures Pertaining to the Land Acquisition for a New Department of Public Works Site [Klein]
16. 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.
17. Closed Session – You are hereby notified that the Common Council and staff of the City of Pewaukee will convene into closed session after all regular scheduled business has been concluded and upon motion duly made and seconded and acted upon by roll-call vote as required under §19.85(1)(a), Stats. The purpose of the closed session is for the following:
 - §19.85(1)(e): Deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session.

You are further notified that at the conclusion of the Closed Session, the Common Council may convene into open session pursuant to 19.85(2), Stats., for possible additional discussion and action concerning any matters discussed in closed session and for adjournment.

18. Adjournment

Kelly Tarczewski
Clerk/Treasurer

December 4, 2020

NOTICE

Due to City Hall being closed to the public due to the COVID virus, this meeting will only be held virtually.

To attend this meeting virtually or by phone please contact Kelly Tarczewski, City Clerk, 262-691-0770, tarczewski@pewaukee.wi.us **before 3 P.M. on the date of the meeting** for directions. Meeting materials are available at <https://pewaukee.novusagenda.com/AgendaPublic/>.

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: December 7, 2020

DEPARTMENT: Clerk/Treasurer

PROVIDED BY:

SUBJECT:

Approval of Account Payable Listing Dated December 7th, 2020

BACKGROUND:

FINANCIAL IMPACT:

RECOMMENDED MOTION:

ATTACHMENTS:

Description

A/P 12/07/2020

Check Date	Check	Vendor Name	Description	Amount
Bank 100 GENERAL FUND CHECKING				
11/13/2020	145(E)	DIVERSIFIED BENEFIT SERVICES, INC.	Flex Spend	172.03
11/13/2020	150(E)	ADP, LLC		376.15
11/13/2020	161(E)	LEASING SERVICES		167.85
11/18/2020	138(E)	WE ENERGIES	Power Purchased/Pumping	21,083.32
11/18/2020	147(E)	DELTA DENTAL	Dental Clearing	707.20
11/18/2020	158(E)	LEASING SERVICES		52.00
				52.00
				104.00
11/20/2020	130411	THE MASTER'S TOUCH, LLC	City Hall - Data Processing	3,300.00
11/20/2020	146(E)	ADP, LLC		1,336.50
11/20/2020	148(E)	DIVERSIFIED BENEFIT SERVICES, INC.	Flex Spend	1,346.40
11/20/2020	166(E)	WELLS FARGO	DEFERRED COMPENSATION	2,305.00
			Def Comp - ROTH 457	1,780.00
				4,085.00
11/23/2020	141(E)	AT&T	Scada/Telemetry	130.55
			Scada/Telemetry	130.56
				261.11
11/23/2020	142(E)	WE ENERGIES		145.65
				113.34
				258.99
11/25/2020	151(E)	DELTA DENTAL	Dental Clearing	533.80
				363.28
				897.08
11/25/2020	157(E)	LEASING SERVICES		150.00
11/27/2020	149(E)	ADP, LLC	City Hall - Data Processing	353.25
11/27/2020	152(E)	DIVERSIFIED BENEFIT SERVICES, INC.	Flex Spend	2,571.80
11/30/2020	125(E)	WISCONSIN RETIREMENT SYSTEM	WRS GENERAL EMPLOYEES	32,495.40
			WRS FIRE EMPLOYEES	44,622.70
			WRS Voluntary Contributions	169.60
				77,287.70
11/30/2020	130412	1ST AYD	FD DISINFECTANT AND TOWELS	694.27
			FD GLASS CLEANER	107.79
				802.06
11/30/2020	130413	AILCO EQUIPMENT FINANCE GROUP	IT SCANNER NOV	412.00
11/30/2020	130414	AIR ONE EQUIPMENT	FD REPAIR VALVE	23.15
11/30/2020	130415	AIRGAS USA	FD OXYGEN	95.78
			FD OXYGEN	110.24
			FD OXYGEN	203.54
				409.56

Check Date	Check	Vendor Name	Description	Amount
11/30/2020	130416	ALPHA OMEGA CLEANING, INC.	P&R JANITORIAL SERVICES	142.00
11/30/2020	130417	AMERICAN LITHO	P&R WINTER/SPRING 2021 BOOK	2,935.00
11/30/2020	130418	ANDY NORRIS	REIMBURSEMENTS	98.40
			REIMBURSEMENTS	92.12
				190.52
11/30/2020	130419	AT&T MOBILITY	FD AIR CARDS	178.15
11/30/2020	130420	BATTERIES PLUS LLC	SW BATTERIES	97.95
			SW BATTERIES	21.95
				119.90
11/30/2020	130421	BEDROCK SEWER AND WATER INC	DEPOSIT REFUND	1,000.00
11/30/2020	130422	BIELINSKI HOMES	BLD 191378 EROSION BOND REFUND	2,000.00
			BLD 191227 EROSION BOND REFUND	2,000.00
				4,000.00
11/30/2020	130423	BUELOW VETTER BUIKEMA OLSON & VLIET	HR LEGAL FEES	442.50
11/30/2020	130424	CHERRIE LARSON	P&R HOLIDAY GIFT MAKING FOR KIDS CLASS	307.20
			P&R PRESCHOOL ART CLASS	120.00
				427.20
11/30/2020	130425	CHRIS BILLS	P&R CLASS REFUND	29.00
11/30/2020	130426	CINTAS CORPORATION #184	P&R MATS	59.88
11/30/2020	130427	CITY OF BROOKFIELD	SW PRETREATMENT	20,778.50
			SW SEWER	314,334.74
				335,113.24
11/30/2020	130428	COMMUNICATIONS ENGINEERING CO	IT GENETEC SOFTWARE AGREEMENT	1,896.00
11/30/2020	130429	CUMMINS SALES & SERVICE	SW WELL SERVICE	718.65
11/30/2020	130430	DAN FEITER	BOOT REIMBURSEMENT	125.00
11/30/2020	130431	DIVERSIFIED BENEFIT SERVICES, INC.	NOVEMBER HRA ADMIN SERVICES	329.60
			NOVEMBER FLEX ADMIN	206.00
				535.60
11/30/2020	130432	ELEVITY	IT MONTHLY MONITORING, EMAIL AND MIMECAS	2,747.50
11/30/2020	130433	ELLIOTT ACE HARDWARE	FD PLUG	14.98
			FD SPRAY BOTTLE	18.58
				33.56
11/30/2020	130434	GRAINGER	SW BLOCK HEATER	144.50
			SW BLOCK HEATER	144.50
				289.00
11/30/2020	130435	gWorks	IT SIMPLE SIGNS ANNUAL FEE	424.00
11/30/2020	130436	HAWKINS, INC.	SW CHEMICALS	3,802.16
11/30/2020	130437	HEARTLAND BUSINESS SYSTEMS	IT NETWORK MONITORING SUPPORT	92.00
11/30/2020	130438	HECKEL DANCE LLC	P&R DANCE FOR FUN CLASS	492.80
11/30/2020	130439	HORWATH BUILDERS	BLD 191789 OCCUPANCY BOND REFUND	500.00
11/30/2020	130440	HURD, AMI	MILEAGE REIMBURSEMENT	16.10
11/30/2020	130441	HYS	P&R EMBROIDERY	288.90

Check Date	Check	Vendor Name	Description	Amount
11/30/2020	130442	ILLINGWORTH-KILGUST	FD REPAIR BROKEN TOILET	493.00
11/30/2020	130443	INTERSTATE POWER SYSTEMS	FD VEHICLE REPAIR	767.66
11/30/2020	130444	IS OUTFITTERS	IT FIREWALL UPDATES	234.38
11/30/2020	130445	JANE MUELLER	SW REIMBURSEMENT	75.90
11/30/2020	130446	JEAN CRAMER	P&R RENTAL REFUND	64.00
11/30/2020	130447	JENSEN EQUIPMENT	SW RAGS IN BOX	17.06
11/30/2020	130448	JK LAWN SERVICE	FD LAWN SERVICE	172.00
			FD LAWN CARE	202.00
				374.00
11/30/2020	130449	JOHNSON'S NURSERY	P&R TREES	2,877.00
11/30/2020	130450	KAEREK HOMES INC	BLD 191834 EROSION BOND REFUND	2,000.00
11/30/2020	130451	KEN WEBER TRUCK SERVICE	FD TOW MEDIUM	275.00
11/30/2020	130452	KINGS WAY HOMES	REFUND DUP PMT	8,640.08
11/30/2020	130453	KM SPORTS	FD EMBROIDER	40.00
11/30/2020	130454	KORNDORFER HOMES	BLD 200549 OCCUPANCY BOND REFUND	500.00
11/30/2020	130455	KWIK TRIP INC.	FD FUEL	2,811.99
11/30/2020	130456	LANGE ENTERPRISES, INC	BLD TILES	125.65
11/30/2020	130457	LIFE-ASSIST INC	FD FIRST AID RESTOCK	343.17
			FD FIRST AID RESTOCK	690.58
			FD GLOVES	141.30
			FD FIRST AID RESTOCK	741.53
			FD CONNECTOR INJECTION SITE	131.00
			FD GLOVES	282.60
				2,330.18
11/30/2020	130458	MARY MICHALSKI	0942093004 OVERPAYMENT	18.03
11/30/2020	130459	MATRIX TRUST COMPANY	LOAN REPAYMENT	50.00
11/30/2020	130460	MENARDS	FD COMPACT REFRIG BLK AND THERM	83.98
			FD GRILL STONE AND BIRD FOOD	17.97
			P&R RUBBER DRAIN HOSE	71.92
			P&R WINTERIZING	15.48
			P&R TREE GUARD AND SOIL	49.68
			P&R TREE GUARD	10.98
			SW GREEN AF	14.98
			SW GREEN AF	7.49
			SW CLEAR PRIMER AND PVC	6.08
			SW HIGH SPEED CUTTER	56.84
				335.40
11/30/2020	130461	NAPA	FD MICRO EDGE BLADE	14.42
11/30/2020	130462	NATIONWIDE RETIREMENT SOLUTIONS	RETIREMENT PD 11/20/2020	1,260.09
11/30/2020	130463	OFFICE COPYING EQUIPMENT, LTD	FD SHARP MX3070N CONTRACT	126.33
11/30/2020	130464	OFFICE DEPOT	BLD PAPER	33.62
11/30/2020	130465	PEAK SOFTWARE SYSTEMS, INC	IT MOVE SPORTSMAN TO NEW SERVER	242.50
11/30/2020	130466	PROHEALTH PHARMACY WAUKESHA	FD PHARMACY TRANSFERS	27.98
11/30/2020	130467	RITA SKEBBA	TOLL REPAYMENT	46.30
11/30/2020	130468	ROB ELLIOT	GOLF LESSONS	815.00
11/30/2020	130469	SCOTT'S EXCAVATING	DEPOSIT REFUND	1,000.00
			DEPOSIT REFUND	2,000.00
				3,000.00
11/30/2020	130470	SMARSH	IT HARD DRIVE AND EXPORT	1,500.00
11/30/2020	130471	SMITHWORKS, INC.	FD DC POWER CORD SET	47.35

Check Date	Check	Vendor Name	Description	Amount
11/30/2020	130472	SOFT WATER, INC.	FD SOLAR SALT	30.00
			FD SOLAR SALT	15.00
				<u>45.00</u>
11/30/2020	130473	STICKYBOYZ	SW DECALS	120.00
11/30/2020	130474	T/A TRUCK PAINTING, INC.	FD INSTALL SEAT BELT EXTENSIONS	52.50
11/30/2020	130475	TIM O'BRIEN HOMES	BLD 180468 EROSION BOND REFUND	2,000.00
11/30/2020	130476	VERIZON	FD AIR CARDS	42.12
			FD TELEPHONE	174.25
			FD AIR CARDS	443.91
			SW PHONE	333.98
			FD MDC AIR CARDS	(30.98)
				<u>963.28</u>
11/30/2020	130477	VILLAGE OF PEWAUKEE	SW 2020 QTR 3 SEWER FLOW	25,559.16
			SW STUDY REIMBURSEMENT	4,204.50
			JOINT LIBRARY DEC 2020	69,501.00
				<u>99,264.66</u>
11/30/2020	130478	WAUKESHA CO TREASURER	INMATE BILLING	17.45
			MUNICIPAL PATROL	243,539.08
				<u>243,556.53</u>
11/30/2020	130479	WI DEPT NATURAL RESOURCES	SW RENEWAL	45.00
11/30/2020	130480	WILLIAM/REID	SW NATURAL RUBBER HOSE	321.32
11/30/2020	130481	XEROX CORPORATION	SW NOV CHGS	245.94
11/30/2020	130482	CRETEX SPECIALTY PRODUCTS	ENG PRO-RING FLAT RING	882.00
11/30/2020	130483	WI ASSOCIATION OF ASSESSING	REGISTRATION DUES	220.00
11/30/2020	130484	10-33 VEHICLE SERVICES LLC	FD MOBILE DATA COMM SYSTEMS	404.00
11/30/2020	130485	AIR ONE EQUIPMENT	FD CARTRIDGES	216.00
11/30/2020	130486	CINTAS CORPORATION #184	FD MATS	130.41
11/30/2020	130487	LIFE-ASSIST INC	FD FIRST AID RESTOCK	407.79
			FD FIRST AID RESTOCK	599.80
				<u>1,007.59</u>
11/30/2020	130488	MENARDS	FD LP TANK EXCHANGE	63.28
11/30/2020	130489	NAPA	FD HEADLIGHT BULB	20.56
11/30/2020	130490	WAUKESHA CO TECHNICAL COLLEGE	FD BLS PROVIDER CARDS	36.00
11/30/2020	159(E)	LEASING SERVICES		324.00
11/30/2020	168(E)	WE ENERGIES		2,599.19
11/30/2020	169(E)	BOND TRUST SERVICES CORP	PRINCIPAL DEBT RETIREMENT	239,040.00
			Bonds Payable	80,960.00
			Interest Expense	11,749.38
			Interest/Long Term Debt	3,979.37
				<u>335,728.75</u>
11/30/2020	2(S)	JX ENTERPRISES, INC.	FD REPAIR	582.51
			FD REPAIRS	305.07
			FD OVERPAYMENT CREDIT	(887.58)
				<u>0.00</u>
12/02/2020	153(E)	DELTA DENTAL	Dental Clearing	1,066.00
12/02/2020	154(E)	HUMANA	Health Insurance Clearing	86,634.35

Check Date	Check	Vendor Name	Description	Amount
12/03/2020	130491	ANDREW HEPPE	PD 12/4/2020	1,094.94
12/03/2020	130492	ANDY NORRIS	REIMBURSEMENT	92.12
12/03/2020	130493	HALQUIST STONE	P&R STONE	75.00
12/03/2020	130494	ADP SCREENING & SELECTION SERVICES	MONTHLY BILLING FOR SCREENING	56.00
12/03/2020	130495	AECOM TECHNICAL SERVICES, INC	ENG EMERALD FLOOD ANALYSIS	493.46
12/03/2020	130496	ARC DOCUMENT SOLUTIONS LLC	ENG PLOT BOND	18.00
12/03/2020	130497	ASSESSMENT TECHNOLOGIES LLC	IT INCIDENT SUPPORT	315.00
12/03/2020	130498	BAKER TILLY VIRCHOW KRAUSE LLP	FINAL 2019 AUDIT BILLING	6,250.00
12/03/2020	130499	BUMPER TO BUMPER HARTLAND	BLD VEHICLE REPAIR AND MAINT.	17.39
			BLD OIL AND AIR FILTERS	32.52
				49.91
12/03/2020	130500	CHARLIE DWYER	NOV MILEAGE REIMBURSEMENT	131.68
12/03/2020	130501	COMET INC.	SW WELD BLOCKS TO IRON HANDLES	380.35
12/03/2020	130502	CORE & MAIN LP	SW WASHERS, GASKETS, VALVES	1,387.04
12/03/2020	130503	CUMMINS SALES & SERVICE	SW GUN CLUB LIFT STATION	1,196.11
			SW NORTH WELL #6	717.12
				1,913.23
12/03/2020	130504	DAVID SCHAUAMANN	P&R RENTAL REFUND	78.75
12/03/2020	130505	FERGUSON WATERWORKS	SW LID W/ PLUG	291.00
12/03/2020	130506	HUMPHREY SERVICE PARTS, INC	BLD OIL FILTER AND CABIN AIR PANEL	13.70
12/03/2020	130507	JAMES SIEBERS	WELLNESS AND GO365 REBATE	970.21
12/03/2020	130508	JEFFREY WEIGEL	WELLNESS AND GO365 REBATE	2,134.50
12/03/2020	130509	JENSEN EQUIPMENT	P&R ALUMINUM TRAILER	4,831.50
12/03/2020	130510	JOHN'S DISPOSAL SERVICE	OCTOBER LANDFILL CHGS	19,825.78
12/03/2020	130511	KM SPORTS	CT EMBROIDERY CHARGES	70.00
12/03/2020	130512	MARIANNE HILTUNEN	ENG NOV MILEAGE	185.73
12/03/2020	130513	MENARDS	P&R SUPPLIES	104.65
			SW O-RINGS, BRUSH SET	40.95
				145.60
12/03/2020	130514	NAPA	FD SLIDE TERMINAL AND HEAT SHRINK TUBING	29.06
			FD ZEREX	56.97
				86.03
12/03/2020	130515	OFFICE DEPOT	SW CALCULATOR	52.85
			SW PAPER	134.97
			SW FF REIN 1/3 LTR	50.78
			SW PAPER	86.84
			SW DESKPAD	81.22
			SW PLANNERS, SHARPIES, NOTES	62.17
			SW DESKPAD RETURN CREDIT	(14.24)
				454.59
12/03/2020	130516	OFFICE DEPOT	FD CARTRIDGE TAPE	95.07
			FD TAPE	51.07
			FD SPONGE	24.78
			BLD PAPER	46.34
				217.26
12/03/2020	130517	PEWAUKEE RIVER PARTNERSHIP	P&R SIGN COSTS	550.00
12/03/2020	130518	PITNEY BOWES GLOBAL	SW RELAY INSERTING SYSTEM	1,681.53

12/03/2020 04:32 PM		CHECK REGISTER FOR PEWAUKEE			Page: 6/6
User: MCMILLIAN		CHECK DATE FROM 11/13/2020 - 12/03/2020			
DB: City Of Pewaukee					
Check Date	Check	Vendor Name	Description	Amount	
12/03/2020	130519	RCN COMMUNICATIONS LLC	MOBILE DATA COMM SYSTEMS	12,279.84	
12/03/2020	130520	RUEKERT & MIELKE, INC.	ENG OAK STREET CONSTRUCTION ADMIN	51,898.95	
			ENG INLET REPAIR	9,490.02	
			ENG GLEN AT PARKWAY RIDGE CONSTRUCTION A	22,292.81	
			ENG SWAN VIEW CONSTRUCTION REVIEW	28,517.25	
			ENG KINDERCARE EROSION CONTROL	481.88	
			ENG KLEIN DICKERT EROSION CONTROL	498.99	
			ENG ANGELUS EROSION CONTROL	481.48	
			ENG CHURCH EROSION CONTROL	324.51	
			ENG NORTHMOUND IND EROSION CONTROL	452.47	
			ENG WOODLEAF FEES	3,072.82	
				<u>117,511.18</u>	
12/03/2020	130521	TOTAL MECHANICAL	SW UNIT HEATER INSTALLATION	6,650.00	
12/03/2020	130522	WAUKESHA CO TREASURER	FD PROGRAMMING	875.52	
12/03/2020	167(E)	BOND TRUST SERVICES CORP	PRINCIPAL DEBT RETIREMENT	0.00	V
			Bonds Payable	0.00	V
			Interest Expense	0.00	V
			Interest/Long Term Debt	0.00	V
				<u>0.00</u>	
100 TOTALS:					
(1 Check Voided)					
Total of 134 Disbursements:					1,458,902.54

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

DATE: December 7, 2020

DEPARTMENT: Clerk/Treasurer

PROVIDED BY:

SUBJECT:

Approval of Common Council Meeting Minutes Dated November 2nd, 2020

BACKGROUND:

FINANCIAL IMPACT:

RECOMMENDED MOTION:

ATTACHMENTS:

Description

CC Minutes 11.2.2020

In attendance:

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

Also in Attendance:

Attorney S. Riffle, Administrator S. Klein, DPW Director M. Wagner, Utility Manager J. Mueller, Fire Chief K. Bierce, Park & Recreation Director N. Phalin (attended virtually), IT Director B. Kewan, Director of People and Culture K. Woldanski, City Planner & Community Development Director N. Fuchs, Library Director N. Champpe, Clerk/Treasurer K. Tarczewski, Accountant C. Sazama and Payroll Specialist N. McMillian.

1. Call to Order and Pledge of Allegiance

Mayor Bierce called the meeting to order at 6:00 pm and requested everyone stand for the pledge of allegiance.

2. Public Comment - None

3. Consent Agenda

3.1. Approval of the Common Council Meeting Minutes Dated August 17th, 2020

3.2. Approval of the Accounts Payable Listing Dated October 19th, 2020

3.3. Approval of the Accounts Payable Listing Dated November 2nd, 2020

3.4. Approval of **Resolution 20-11-24** Appointing Additional Poll Workers for the Upcoming General / Presidential Election

A motion was made and seconded (J. Wamser, B. Dziwulski) to approve the consent agenda.

Motion Passed: 6-For, 0-Against.

4. **PUBLIC HEARING** Related to the 2021 Budget and Setting the 2021 Tax Rate

Mr. Klein stated insurance shows 15 percent but actually came in at 20 percent. Ms. Woldanski is shopping around and talking to our consultants about the 5 percent difference. Mr. Klein mentioned the assessed value is \$47 million less than what was put in the budget which drops what we can levy. The wage budget showed hiring three firefighters. One firefighter had left which was missed in the original budget process. Mr. Klein stated to make up for this the City took two items out of capital, this included redoing the parking lot and the stairs to the upper parking lot. Mr. Klein felt it does not need to be done this year and it makes more sense to lump them into construction projects. This changes the proposed tax levy to \$9, 926,602.00. A 1.43 percent levy increase and changes the proposed tax rate to 3.355 per thousand, which is a .1 percent increase. The fund balance changes from 26.9 percent versus 26.5 percent. Mr. Klein stated the team balanced the budget and it is pretty close to where it was.

Mayor Bierce closed the public hearing.

Mr. Grosch asked if the state gave the City a lower assessed value then what the City used. Mr. Klein stated the equalized value comes in late during the process and an adjustment was made.

Mr. Dziwulski stated the expenditures on the front page came in at 95 percent not 100 percent on the pie chart. Mr. Klein stated it will be allocated and looked at.

Mr. Kara asked about the general operations expenses difference of \$160,000 between the September 24 2020 meeting and today's meeting, and how that breaks down. Discussion took place regarding the cost of health insurance and wages. Mr. Kara stated he was concerned about the \$300,000 reallocated from the fund balance for debt service and \$600,000 from the general fund to capital equipment. It looks like it is being funded but it's actually being pulled from the fund balance.

No action was taken to approve the budget and set the tax rate due to there being no action item on the agenda. Mr. Klein stated the City would schedule a meeting.

5. Discussion and Possible Action Regarding Klein Dickert (KD) Glass Development
 - 5.1 Consideration to Approve the First Reduction in the Letter of Credit from \$264,000.00 to \$26,400.00 (A Reduction of \$237,600.00)
 - 5.2 Consideration to Approve a \$26,400.00 Cash Escrow Agreement for the Klein Dickert Glass Company Development to Replace the Existing \$264,000.00 Letter of Credit
 - 5.3 Consideration to Approve **Resolution 20-10-23** to Accept Klein Dickert Glass Public Improvements

Ms. Wagner stated Klein Dickert Glass was required to complete a sanitary sewer extension and turn lanes onto Duplainville Road. These requirements were put into a letter of credit and the work has been completed within the one year warranty period. Ms. Wagner is asking to pass the Resolution and accept the improvements they have completed. In addition they are requesting a reduction for the letter of credit for the value of the work down to 10 percent in the amount of \$26,400. Ms. Wagner stated the developer asked to do a cash escrow for the one year guarantee period. Ms. Wagner asked for approval for the agreement and to release the full value of the letter of credit once the funds are received.

Mayor Bierce asked about the trees being planted properly and if there have been any concerns with the lights. Ms. Wagner and Mr. Fuchs both stated there have not been any complaints received to date.

A motion was made and seconded (B. Dziwulski/ R. Grosch) to approve items 5.1, 5.2 and 5.3.

Motion Passed: 6-For, 0-Against.

6. Discussion and Possible Action Regarding the Final Plat for the Proposed Swan View Farms Subdivision Located at W239 N4024 Swan Road

Mr. Fuchs stated the applicant has submitted the final plat for phase one of the Swan View Farms Subdivision. It includes 59 lots, 10 out lots and the northern section, which is phase 2. Mr. Fuchs stated it is in substantial conformance with the preliminary plat. Developer asked if the City had any interest in acquiring the wetlands on phase 2. City staff felt there was no need, but Mr. Fuchs stated he would bring it up to Common Council. Mr. Fuchs recommended approval of the final plat with the conditions that the first lift of asphalt be completed and operational utilities be completed prior to recording. The applicant is to pay all assessments prior to recording.

A motion was made and seconded (J. Wamser, B. Dziwulski) to approve Swan View Farms final plat. Motion Passed: 6-For, 0-Against.

7. Discussion and Possible Action to Extend the Lake Patrol Services Contract with the Village of

Pewaukee Until 2026

Mr. Klein stated there were no substantial changes. Mr. Kara mentioned there were no concerns from the other municipalities. There is no impact from a budget stand point as the money comes back from the DNR and has value to the community. Mr. Kara stated the Lake Patrol Committee recommended approval.

A motion was made and seconded (J. Kara, B. Dziwulski) to extend the Lake Patrol Contract with the Village of Pewaukee until 2026. Motion Passed: 6-For, 0-Against.

8. Discussion and Possible Action Regarding **Ordinance 20-08** [First Reading] Related to the Increase of the Hotel Tax from 6% to 8% Beginning January 1, 2021

Mr. Klein stated the Tourism Commission recommended increasing the hotel tax rate to 8 percent. This will be on the consent agenda at the next meeting.

9. Discussion and Possible Action to Determine Whether or Not the City of Pewaukee will Continue to Hold Regular In-Person Meetings or Move to a Virtual Meeting Format Due to the Covid-19 Pandemic

Mr. Klein stated the Covid numbers are increasing and feels it is prudent to close City Hall to the public after the election. Mr. Klein is asking to declare an emergency for a 60 day period which will allow the City to apply for funds if available. The previous funds will be running out this week.

Mr. Kara mentioned the Library Board meetings are still virtual.

Ms. Brown stated the only reason she would want to be in person is to be able to absorb the Water and Sewer budget.

Dan Teske (W244N4512 Swan Road) voiced his concerns on virtual meetings and how to connect.

Mr. Grosch felt with the Covid numbers the meetings should move to virtual the next two to three months.

Mr. Klein stated the City contracted to put in a new air filtration system which kills the virus and air cleaners in every room. This will improve the air quality.

10. Public Comment – None

11. Adjournment

A motion was made and seconded (B. Dziwulski, R. Grosch) to adjourn the meeting at 6:33 pm. Motion Passed: 6-For, 0-Against.

Respectfully Submitted,

Kelly Tarczewski
Clerk/Treasurer

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

DATE: December 7, 2020

DEPARTMENT: Clerk/Treasurer

PROVIDED BY:

SUBJECT:

Discussion and Possible Action Regarding **Resolution 20-12-26** Pertaining to the Park and Open Space Plan [Phalin]

BACKGROUND:

FINANCIAL IMPACT:

RECOMMENDED MOTION:

ATTACHMENTS:

Description

Memo to Council

Park & Open Space Plan

Resolution 20.12.26

Memo

To: City Common Council and Village Board Members

From: Nick Phalin, Director

CC: Scott Klein and Scott Gosse

Date: November 20, 2020

Re: Updated Comprehensive Plan

The Joint Parks and Recreation Comprehensive Plan has been updated as our current version has expired. To be eligible for grant opportunities with the Department of Natural Resources it is required to have a current version of this plan on file with their office, which should be updated every five years.

Therefore the Parks & Recreation Department underwent the comprehensive planning process throughout this year which included a random mail survey to 3,000 City and Village residents as well as several Joint Board meeting discussions to decipher these results and determine what the needs and wants of the community are.

Attached you will find the 2021-2025 Joint Parks & Recreation Comprehensive Plan which details the results of those discussions and the survey responses. This plan was adopted by the Joint Board on November 11, 2020. The Joint Board is also recommending that the City Common Council and Village Board adopt the attached resolution approving the plan.

Once the resolutions are executed, the plan will be given to the Department of Natural Resources to regain our eligibility for grant opportunities.



Joint Parks & Recreation Comprehensive Plan 2021-2025

City & Village of Pewaukee
Waukesha County, Wisconsin

December 2020



Created by the Pewaukee Parks & Recreation Department

2021-2025 Joint Parks & Recreation Comprehensive Plan

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1.0 introduction

Mission Statement

The Pewaukee Parks & Recreation Department's mission statement is to enhance the lives of the Pewaukee community by providing parks, open space, recreation and leisure opportunities.

Joint Park/Recreation Board

Goal and Objective

The Joint Parks & Recreation Board oversees the operation of the Department and makes recommendations to the City Common Council and the Village Board to establish rules that govern the use of the parks by the public as well as the establishment of the departmental budget and approval of program offerings.

City of Pewaukee Common Council

Steve Bierce, Mayor
Ray Grosch, Alderperson
Brandon Bergman, Alderperson
Jeff Kara, Alderperson
Colleen Brown, Alderperson
Jerry Wamser, Alderperson
Brian Dziwulski, Alderperson

Village of Pewaukee Board

Jeff Knutson, President
Ed Hill, Trustee
Bob Rohde, Trustee
Tony Hopkins, Trustee
Heather Gergen, Trustee

Kevin Yonke, Trustee
Craig Roberts, Trustee

Joint Parks & Recreation Board

Del Kaatz Jr., Chairperson
Gary Majeskie, Member
Dave Linsmeier, Member
Amy Brimmer, Member
Todd Greenwald, Member
Bob Rohde, Village Trustee
Brian Dziwulski, City Alderman

Department Staff

Nick Phalin
CPRP, Director
Monica Kaskey
MSRA, CPRP, Recreation Supervisor
Dan Neubauer
Park Maintenance Supervisor
Tom Scott
Park Foreman
Jake Wedin
Park Laborer
Vacant
Park Laborer

Pewaukee Parks and Recreation Department

W240 N3065 Pewaukee Road
Pewaukee, WI 53072
Phone: 262-691-PARK (7275)
Fax: 262-691-6078
www.cityofpewaukee.us or
www.villageofpewaukeewi.us

1.0 introduction

Joint Parks & Recreation Board

The Joint Parks & Recreation Board is comprised of seven members. Four members are City residents, three members are Village residents. Each member is appointed by their respective governing board and one elected official from each community serves on the Board during their term of office. Currently, the Board is made up of the following members:

Village Representatives

Amy Brimmer, Member
(Term expires 4-30-23)

Todd Greenwald, Member
(Term expires 4-30-23)

Bob Rohde, Village Trustee

City Representatives

Del Kaatz Jr., Chairperson
(Term expires 1-1-23)

Dave Linsmeier, Member
(Term expires 1-1-22)

Gary Majeskie, Member
(Term expires 1-1-22)

Brian Dziwulski, City Alderperson

The Joint Parks & Recreation Board meets monthly on the second Wednesday of the month at 7:00 pm at Pewaukee City Hall in the Common Council Chambers. At its monthly meeting, the Board makes recommendations to the respective community regarding large special events, policy and operation decisions, and helps prepare the annual budget. The meetings are open to the public and the public is encouraged to ask questions or provide feedback.

1.0 introduction

Previous Planning Efforts

The Pewaukee Parks & Recreation Department was established as a Joint Department on November 4, 1996 by the Town of Pewaukee through Ordinance 96-19 and on November 19, 1996 by the Village of Pewaukee through Ordinance 429. (The Town of Pewaukee was incorporated into a City in 1999, therefore will be referred to as the "City" from now on). Prior to this establishment, each community ran their own parks and recreation operation. The Joint Parks & Recreation Department began on January 1, 1997.

The ordinance states that the Joint Department shall be responsible for provision of recreation opportunities, activities and programs in the City and Village parks, the maintenance of the City and Village parks and such other duties as assigned by the Joint Parks & Recreation Board, which shall be advisory to the City Council and Village Board.

Past planning efforts include the Park and Open Space Plan for the Town and Village of Pewaukee 1980 that was created by SEWRPC under the direction of the Town and Village of Pewaukee Park and Recreation Commissions.

The 1980 plan was created to provide recommendations to the Town and

Village of Pewaukee Park and Recreation Commissions concerning the preservation, acquisition, and development of needed park and open space lands within the Town and Village of Pewaukee.

In 1994, the Park and Open Space Plan Addendum was created only in the Village of Pewaukee. This plan was an addendum to, and extension of, the 1980 joint plan and was designed to update the Village's portion of the park system. The plan projected park and open space needs for the Village out to the year 2010. The Town of Pewaukee was not included in the analysis or recommendations of this report.

In 1999, two years after being established as a Joint Department, a consultant was hired to create the Joint Comprehensive Park & Open Space Plan. This was prepared by Foth & Van Dyke under the direction of the Joint Parks and Recreation Board. This Plan was prepared to provide recommendations to the (joint) Pewaukee Parks and Recreation Department concerning acquisition, maintenance standards, staffing and facility standards as well as future needs of the Department.

In 2006 an Addendum to the Joint Comprehensive Park & Open Space Plan

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was created in-house. The purpose of this plan was to update the information to keep the Department eligible for potential grant opportunities through the Department of Natural Resources.

Lastly, the 2013 Park & Open Space Plan was put together in a very comprehensive manner providing strong direction for our department, as well as framework for this current document.

In review of the goals in the 2013 Park & Open Space Plan, there was a fair amount of success. Specific to administrative goals, we will be carrying forward our goal of visibility and awareness about the Department. We will also continue forward with efforts of generating revenue through partner sponsors, grants and other areas.

Specific to Recreation goals, we have created a very sound series of senior citizen programs, primarily in the area of senior fitness, currently utilizing our park buildings and local churches. The majority of our programs are self-sustaining, and we have begun some additional promotional routes seeking new participant enrollment.

In the area of Park maintenance, we have been utilizing a playground equipment replacement plan, along with purchasing equipment on sale for cost

savings. The parks did not create a dog park or formal sledding hill. Nettesheim Park received upgrades of air conditioning and refrigerator replacement for park pavilion rentals. Pewaukee Sports Complex has been opened and is currently hosting sporting events as of spring 2019.

The Parks Department accomplished a large project purchasing Laimon Park, which includes commercial and residential rental property, boat slip rental and public boat launch. There has also been a continued connection with the Pewaukee River Partnership for many projects along the Pewaukee River in our parks.

In regards to Development goals, we have been, and plan to continue to grow our presentation of information to the public about our parks system through our website and social media presence. The Department has continued to offer the tree donation program, and made conscious efforts in regards to park beautification and functionality.

It is not unusual for all of the recommendations from a master plan or other type of comprehensive plan to not be completed. It is important however that the goals are not forgotten and that the Department continues to strive to meet those goals or at least provide an

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understanding as to why they may have changed.

Purpose of the Plan

Park and Recreation plans are typically for a specified time period. This comprehensive plan will be for 2021-2025. Five years is generally considered a reasonable time period in master planning because social, cultural, and political conditions tend to change enough over five years for the goals and objectives that came from the plan to change.

This plan began with a review of the past planning efforts and goals and objectives derived from those plans. If the same goals and objectives reappear as those in the past, they will be given high priority to be completed.

However, it is very likely new goals and objectives will be created. This would be a sign that conditions have changed in Pewaukee and that a new direction for the Parks and Recreation department is in order.

The purpose of this plan is not to include everything that everyone wants. The purpose is to negotiate reasonable goals and objectives upon which the whole community can agree. Therefore

establishing reasonable goals and objectives is done through the negotiated views of the community. These then should be more easily implemented by those charged with funding them (if necessary).

Goals of the Plan

As stated, the most important elements of a master plan are the goals and objectives that it generates. That is the primary purpose of this plan; to generate goals and objectives to improve park and recreation services in the Pewaukee community.

This plan will do so by telling the story of how the goals and objectives came to be. This includes the input of the public, elected officials, staff, and Joint Parks & Recreation Board. The importance of this story lies within the fact that even within the next five years, the horizon of this plan, elected officials, board members or staff may change. In order for this plan to be successful, new members will need to be able to read this story and understand how the goals and objectives came to be. Therefore they can continue to carry them out in their tenure.

The story of the planning process will be told in four sections, independent of this introduction section.

1.0 introduction

The next or second section of this plan will include community demographics including a brief history of Pewaukee. Location maps will be provided and population characteristics will be interpreted.

The third section of this plan will include an inventory of the current parks and recreation services offered in Pewaukee. This section will also include an inventory of recreational services provided by non-profit as well as private groups.

The fourth section of the plan will tell how the community needs were assessed. The mail survey responses will be discussed.

The fifth section of the plan will present the goals and objectives for the Pewaukee Parks & Recreation Department for the period of 2021-2025. These goals will include administrative objectives, many of which may require little financial resources to implement. However maintenance goals and/or recreation programmatic goals may require some funding. The largest amount of allotted funds would be dedicated to capital improvements.

This is how the Pewaukee Parks and Recreation Department has approached this process and how the comprehensive planning process should be conducted. All things considered, the outcomes will speak for themselves.



1.0 introduction

The Village and the City adopted the same ordinance creating the Joint Department however only one copy of it is listed here.

VILLAGE OF PEWAUKEE ORDINANCE NO. 429

TOWN OF PEWAUKEE ORDINANCE 96-19

STATE OF WISCONSIN TOWN/VILLAGE OF PEWAUKEE WAUKESHA COUNTY

AN ORDINANCE REGARDING THE ESTABLISHMENT
OF A JOINT PARK AND RECREATION DEPARTMENT AND BOARD
FOR THE TOWN OF PEWAUKEE AND VILLAGE OF PEWAUKEE
WAUKESHA COUNTY, WISCONSIN

WHEREAS, The Town of Pewaukee and Village of Pewaukee, pursuant to the provisions of 66.30 of the Wisconsin Statutes, have entered into an Agreement to establish a Joint Park and Recreation Department and Board, and,

WHEREAS, the governing bodies of the Town of Pewaukee and Village of Pewaukee desire to make the terms of the Agreement a part of their respective codes.

NOW, THEREFORE, the Town Board of the Town of Pewaukee [and Village Board of the Village of Pewaukee], Waukesha County, Wisconsin, does ordain as follows:

SECTION 1: Section 1 of the Municipal Code of the Town [Village] of Pewaukee is hereby amended to add subsection 1.07, Joint Park and Recreation Department and Board, which subsection shall be created to read as follows:

1.07 – JOINT PARK AND RECREATION DEPARTMENT AND BOARD

The Pewaukee Town Board and Pewaukee Village Board hereby establish a Joint Park and Recreation Department as a department of the two municipalities which shall be known as the Pewaukee Park and Recreation Department. The Department shall be responsible for the provision of recreation opportunities, activities and programs in the Town and Village parks, the maintenance of the Town and village parks and such other duties as assigned by a Joint Recreation Board, which Joint board shall be advisory to the Town and Village Boards.

SECTION 2: Section 1.07(a) of the Municipal Code of the Town [Village] of Pewaukee is hereby created to read as follows:

1.0 introduction

1.07(a) 1 – ADOPTION OF ORDINANCE

The Town [Village] adopts this ordinance for the purpose of creating a joint park and Recreation Department. Said Joint Park and Recreation Department shall be created and established effective January 1, 1997.

1.07(a) 2 – CREATION OF JOINT PARK AND RECREATION BOARD

To oversee the operation of the Joint Park and Recreation Department, a Joint Park and Recreation Board shall hereby be created having the duties and responsibilities as set forth herein.

1.07(a) 3 – COMPOSITION OF BOARD

The Joint Park and Recreation Board, hereinafter referred to as the “Joint Board”, shall be composed of seven (7) voting members and two non-voting ex-officio members. The Village of Pewaukee President shall appoint one (1) Trustee from the Village Board and two (2) citizens. The Town Chairperson shall appoint one (1) Supervisor from the Town Board and three (3) citizens. All seven such appointees shall be voting members. In addition, the Administrators of both the Village and Town may attend meetings and take part in discussion as ex-officio members of the Joint Board.

1.07(a) 4 – TERMS OF JOINT BOARD MEMBERS

- a. Terms of the initial voting members shall commence on January 1, 1997 and end as follows:
 - a. Two Town Members – December 31, 1998
 - b. One Village Member – December 31, 1998
 - c. Two Town Members – December 31, 1999
 - d. Two Village Members – December 31, 1999
- b. Subsequent terms. Following the initial appointments, the terms of all Joint Board members shall be for three (3) years commencing on January 1.
- c. Unfilled vacancies. When a voting member resigns, is removed from his/her membership on the Joint Board, or loses his/her elected positions on the town or Village Board before the end of the terms, the affected Village President or Town Chairperson shall appoint an appropriate person to fill such vacancy for the remainder of the term, as set forth above.

1.07(a) 5 – GENERAL OPERATION OF THE JOINT BOARD

1.0 introduction

- a. Election of Officers. At its first meeting after its creation and thereafter at its first meeting after January 1 each year, the Joint Board shall choose from its members a chairperson to preside at its meetings, a vice chairperson to act in the absence of the chairperson, and a secretary.
- b. Meetings. The Joint Board shall hold meetings at the Town or Village Hall/Offices, or at a designated public building and such meetings shall be held at a regular time at least once in each consecutive two calendar month period beginning January 1. In addition, the Joint Board Chairperson, Town Board Chairperson or Village President may call special meetings of the Joint Board when it is determined necessary to do so in order to conduct and/or expedite the operations of the Joint Park and Recreation Department. An official meeting of the Joint Board shall require that four (4) voting members be present with on such member being either the Chairperson or the Vice-Chairperson, and at least one member from each the Town and Village. All meetings of the Joint Board shall be properly noticed as prescribed in Section 19.84 of Wisconsin Statutes, and, except as provided in Section 19.85 of Wisconsin Statutes, all meetings of the Joint Board shall be open to the general public. The Joint board shall keep a written record of its proceedings, which shall be transmitted to both the Town and Village Clerks and Boards.

1.07(a) 6 – DUTIES AND RESPONSIBILITIES OF THE JOINT BOARD

- a. Budget. The Joint Board shall prepare, with the assistance of the Park/Recreation director, an annual budget for presentation and recommendation to the Town Board and Village Board. The Town and Village Boards shall, between September 15 and November 1 each year, review the budget recommended by the Joint Board. The Park/Recreation Director or Joint Board may, from time to time, request the assistance of Town and Village auditors, financial advisors and Administrators in the preparation of the annual budget.
- b. Hiring. The Joint board shall be responsible for conducting applicant reviews and interviews respecting the hiring of the Park/Recreation Director and Recreational Supervisor(s) and/or his/her successors, as well as other professional staff as recommended by the Park/Recreation Director, and shall make recommendations regarding the same to the Town Board and village Board. The hiring of the Park/Recreation Director or Recreation Supervisors shall require the approval of the Town and Village Boards. It is understood that the 1996 Town Park/Recreation Director shall be appointed as the initial Joint Park/Recreation Director.
- c. Department Policy. The Joint board shall assist the Recreation Director in establishing and implementing operational policies within the Joint Park and Recreation

1.0 introduction

Department, hereinafter referred to as the “Department”, including review of personnel complaints, disciplinary actions, and departmental expenditures.

- d. Hearing Complaints. The Joint Board shall be responsible for hearing and determining appeals of aggrieved persons respecting assessment of costs of services and general citizen complaints.
- e. Assistance in Hiring Park and Recreation Department Personnel. The Joint Board shall review the Park/Recreation Director’s nominations for appointment to fill vacant full time or part time positions within the Department from a list of candidates for employment and shall make recommendations regarding same.
- f. Review Policies. The Joint Board shall review and approve matters of Department policy or shall initiate the creation, amendment or rescinding of any such policy as a recommendation to the Town or Village Boards.
- g. The Joint Board shall review and make recommendations to the Town or Village boards on such park related matters as park land acquisition or building projects.

SECTION 3: Section 1.07(b) of the Municipal Code of the Town [Village] of Pewaukee is hereby created to read as follows:

1.07(b) – DUTIES AND RESPONSIBILITIES OF THE PARK/RECREATION DIRECTOR

- 1. The Park/Recreation Director, hereinafter referred to as the “Director”, shall be responsible for the daily operation and management of the Department, subject to policies established and agreed upon by the Joint Board and both the Town and Village Boards.
- 2. The Director shall annually, after August 15 and prior to September 15, recommend a proposed budget to the Joint Board for the subsequent calendar year.
- 3. The Director shall recommend, for Joint board and Town and Village board approvals, the appointment of persons who have applied for the position of Recreation Supervisor to assist the Director in the operation and management of the Department.
- 4. The Director shall recommend to the Joint Board for their approval the number of recreation leaders and other personnel needed and the compensation for such personnel.
- 5. The Director shall have the direct responsibility to hire all employees below the classification of Recreation Supervisor based on an approved employee hiring/dismissal policy which meets or exceeds federal and state regulations. Such persons hired for such positions shall be selected from an approved list of potential candidates, as set forth herein. Promotion to

1.0 introduction

a higher personnel classification must be approved by the Joint board and the Town and Village Boards. Dismissal of persons for cause shall be by the Joint Board upon the recommendation of the Director. Dismissal of persons holding the position of Recreation Supervisor and above shall also be subject to the approval of the Town and village Boards.

6. The Director shall be responsible for maintaining a current list of potential candidates for vacancies within the Department. Such list shall be periodically reviewed and approved by the Joint Board.
7. The Director shall also be responsible for supervising the general maintenance of parks, park buildings and facilities, including any Town or Village personnel assigned to the Department by the Town and Village to provide such maintenance.
8. The Director may, from time to time, be assigned other park and recreation related duties by the Joint Board within time and budget constraints.

SECTION 4: Section 1.07(c) of the Municipal Code of the Town [Village] of Pewaukee is hereby created to read as follows:

1.07(c) – GENERAL POLICIES

1. Real Property. The Town and Village shall continue to individually own all respective real property, buildings and fixtures located within their corporate jurisdictions. Upon joint agreement by the Town and Village Boards that a need exists for acquisition of additional lands or construction of additional buildings or building additions to facilitate Department operations, the unit of government in which the new lands or facilities are to be located shall be solely responsible for all such acquisition and/or construction costs.
2. Use of Park/Recreation Land, Vehicles, Buildings and Facilities. The Director and all Department personnel should have the right of official use of all land, vehicles, buildings and facilities owned or leased by either or both the town and the Village for park or recreation purposes, and there shall be no rental or lease payments by either the Town or Village for such use.
3. Vehicles. The Town and Village shall continue to individually own all vehicles presently titled in their respective names. In the event the need arises to acquire special vehicles necessary for the park/recreational requirements of both the Town and the Village, following approval of a joint resolution of the Town and Village Boards, the vehicle shall be acquired and its cost shall be apportioned as set forth in the approved resolution, taking into consideration such factors as service area, population, and assessed value. In the event the need arises for acquisition of a vehicle which shall be primarily the requirement of one unit of government, its cost shall be solely the responsibility of that unit of government.

1.0 introduction

4. **Equipment.** The Town and Village shall continue to individually own all equipment presently titled in their respective names. In the event the need arises to acquire equipment which shall be necessary for the park/recreation needs of both the Town and the Village, following approval of a joint resolution by the Town and Village Boards, the equipment shall be acquired and its cost apportioned as set forth herein. In the event the need arises for acquisition of equipment which shall be primarily the requirement of one unit of government, the cost shall be solely the responsibility of that unit of government.
5. **Ownership of Personal Property.** The personal property and vehicles acquired jointly by the Town and the Village shall be owned by the Town and Village as tenants in common. The Director shall keep records showing the dates and costs and percentages of contribution of the Town and Village with regard to each joint purchase of personal property and vehicles and shall transmit copies of such documents to the Clerks of the Town and Village.
6. **Operational Expenses/Revenues.** The budget and costs for operating the recreational programs and activities of the Department, including cost of the Director, Recreation Supervisors and park maintenance and recreational program personnel, shall be apportioned to and paid by the Town and Village as follows: 50 percent of the total budget/costs distributed to the Town and Village based on respective percentages of the combined annual equalized value, and 50 percent of the total budget/costs distributed to the Town and Village based on respective percentages of the combined annual official state population estimates. Annually, beginning on October 15, 1996 and each October 15 thereafter, the percentage of operational expenses shall be adjusted as part of the budget formulation for the subsequent calendar year pursuant to this 50/50 formula. (In October 1996 the resulting apportionment of recreation related budget costs and revenues is 69.0 percent Town, 31.0 percent Village.) Likewise, any revenues from recreational activities and programs shall be divided pursuant to the same formula and distributed to the respective Town and Village Treasurer. Rental of parks, park facilities and equipment and charges to or donations from athletic/recreation clubs is not included in "recreation activities and programs", and, therefore, shall not be included in calculation or division of revenue.
7. **Budget.** The Department's budget shall be subject to approval of both the Town and Village Boards based on a recommendation of the Joint Board as set forth herein. It is noted that the town's tax key levy is subject to a confirming vote at a special Town meeting in April following the adoption of a budget. The amount assessed each unit of government under this ordinance shall be transferred to the appropriate Department accounts by the settlement dates established in Section 74.23 and 74.25 of the Wisconsin Statutes.
8. **Claims.**
 - a. **Budgeted Expenditures.** All claims for payment for Department expenses which are contained within the budget shall be transmitted by the Director to the Clerk of the unit of government responsible for payment. Each Clerk shall transmit a list of approved claims to his/her counterpart Clerk and to the Department Clerk on a

1.0 introduction

monthly basis. The accounts shall be audited on an annual basis by an independent auditor.

- b. Non-Budgeted Expenditures. All claims for payment for Department expenses which are not contained within the budget shall be presented to the Town and Village Clerks. Payment of claims for such non-budgeted items shall require approval of both Town and Village Boards after review and recommendation of the Joint Board, with each unit of government paying the percentage established as set forth herein.
- c. Payroll. All Department personnel will be paid through the Town payroll system, incorporating all Town benefit programs and policies which apply. The Town Clerk/Treasurer will, each month, transmit an invoice to the Village Clerk covering the Village's unpaid share of all personnel related costs as paid by the Town along with such invoice. The Town Clerk/Treasurer will submit a roster of those persons paid and the amounts paid each Department employee. In the event that the Village Board chooses to prepay their share of personnel costs, the Town Clerk/Treasurer will transmit a monthly statement to the Village Clerk setting forth the amount paid out for personnel costs during the preceding month along with a roster of such costs. Any amount of prepayment by the Village in excess of actual expenditures at the end of the calendar year shall be carried over to the next calendar year unless such overpayment is requested by the Village Board to be reimbursed.

9. Maintenance Criteria.

- a. Maintenance of parks includes: cutting of grass, dragging and shaping of softball and baseball diamonds; adding ball diamond mix and beach sand; placing backstops and other picnic/recreation furniture/equipment; marking play fields; placing of beach equipment; preparation and maintenance of lake ice rink; cutting brush and trimming trees; solid waste collection and disposal; cleaning of recreation buildings, including bathrooms; reseeding and sodding of damaged park areas; spraying weeds and trees, and fertilizing; minor repair of buildings and equipment; maintenance of park equipment; and, maintenance of of park maintenance equipment. Winter maintenance of park buildings and grounds shall be accomplished by the respective Town and Village Public Works departments.
- b. Maintenance of parks does not include: cutting of grass in cemeteries, or utility sites and lawns of public buildings; major repair or building construction/reconstruction; and, lake weed cutting/removal.
- c. When it can not be determined by the Director whether duties fall within the definitions set forth in either a or b, the Joint board will make such determination.

10. Dispute Resolution.

- a. If disputes arise between the Town and Village relating to this ordinance, the Town and Village boards shall meet and attempt to resolve the differences. If the boards cannot agree, each Board shall appoint two Board Members to an ad hoc Conference Committee. The Conference Committee shall meet and agree by

1.0 introduction

majority vote on any disputed items. The decision of the Conference Committee shall be binding upon both the Town and Village Board.

- b. In the event that the Conference Committee is unable to resolve a disputed matter within 60 days after the matter is referred to the Conference Committee, either Board may request arbitration pursuant to the provisions of Section 788 of the Wisconsin Statutes. The Town and the Village Boards shall select a single arbitrator and the decision of the arbitrator shall be final and binding upon the Boards. The cost of the arbitration shall be borne equally by the Town and the village.

SECTION 5: Section 1.07(d) of the Municipal Code of the Town [Village] of Pewaukee is hereby created to read as follows:

1.07(d) DISSOLUTION

Either the Town Board or the Village Board may dissolve the Joint Park and Recreation Board at any time by giving six (6) months prior written notice to the other Board addressed in care of the Clerk of that unit of government and to the Joint Board. From and after the date of dissolution, each unit of government shall own those assets and liabilities which are solely titled in each unit of government. Parks, park buildings, park equipment and fixtures shall not be subject to division and shall belong to the municipality in which the park is located. The value of jointly owned property, vehicles and equipment shall be divided in an amount equal to the average of the pro rata share of contributions from the date of the written Agreement between the Town and Village to the date of dissolution. In the event of a dispute in valuation of assets or liabilities, each Board shall hire an appraiser at its own cost, the two appraisers shall choose a third appraiser and the three appraisers shall value the assets and liabilities, calculate an average among the three and allocate the assets according to the ownership percentage aforementioned, and allocate the liabilities to each municipality according to the same percentage.

Upon dissolution, either of the units of government may provide the other unit of government the opportunity to purchase its interest in the assets of the Joint Department at the Value fixed by agreement or by appraisal as described above. In such case, the other unit of government shall have a period of sixty (60) days from the date of such provision within which to decide whether or not it desires to purchase such assets. If one unit of government desires to purchase the interest of the other, it shall have a period of time, not exceeding one (1) year from the date of its election, within which to pay the total due the government unit selling its assets. If both units of government choose not to purchase the assets of the other unit of government, each shall keep its percent of the assets as established above. The written notice of election by the selling unit of government shall be deemed adequate and sufficient for the other party as a binding commitment during this period of time.

SECTION 6. SEVERABILITY

The several sections of this Agreement are declared to be severable. If any section or portion thereof shall be declared by a court of competent jurisdiction to be invalid, unlawful or unenforceable, such decision shall apply only to the specific section or portion thereof directly specified in the decision, and shall not affect the validity of any other provisions, sections, or portions thereof of the Agreement which shall remain in full force and effect.

SECTION 7. EFFECTIVE DATE

This Ordinance shall take effect immediately upon passage and posting or publication as provided by law.

2.0 community demographics

History of the Pewaukee Parks and Recreation Department

The Menomonee and Pottowatomi tribes used to hunt, fish and camp on their journeys to and from the north and south on what they called the Pee-wauk-kee-win-ick or Sakaegan. Though the name Sakaegan was never used by the Menomonees or Pottowatomies, its translation from the Sac and Fox language is "Snail Lake", a rather unpleasant name which was used for several years even after white settlers came to dwell on its shores.

In 1836, in Vermont, a group of men began to think longingly about the western frontier. Among them was Deacon Asa Clark. He, along with Mr. Chenry, who later settled in Beloit, started westward in the fall of 1836. They arrived in Milwaukee, then a village of less than 1,000 people, and there Clark formed a partnership with the firm of Childs and Wheelock for the purpose of building a mill on Snail Lake.

In April, 1837, the Deacon and his oldest son set out to build a home near his new mill. This house is now the home of the Pewaukee Area Historical Society.

In 1842, many families arrived to Snail Lake which included many talented individuals who helped shape the Snail

Lake community. Those individuals included Professor Alexander North, George Peter Pepper who created the Pewaukee Apple Tree and Dr. Margaret Caldwell, the first woman physician in Waukesha County among many others.

In the early 1900s Pewaukee became a rather popular resort area. Tourists were able to visit by train as the expansion of the railroad included a stop in Pewaukee. With the popularity of Pewaukee, it did not take long before development started to occur around the lake.

Pewaukee also became known for its ice industry. When the last glacier left the lake, it left the perfect setting for an ice industry. With the opening of the railroad, ice was easily moved out of the area and sold to other communities.

The framework and history of Pewaukee is rather eventful and cannot possibly be recollected in a summarized form. One could say that Pewaukee was built, in part, on recreation as it was a great place to visit.

The Pewaukee Parks & Recreation Department, as it is now, was established as a Joint Department (servicing both the City and the Village of Pewaukee) in 1997. The Department is responsible for providing residents

2.0 community demographics

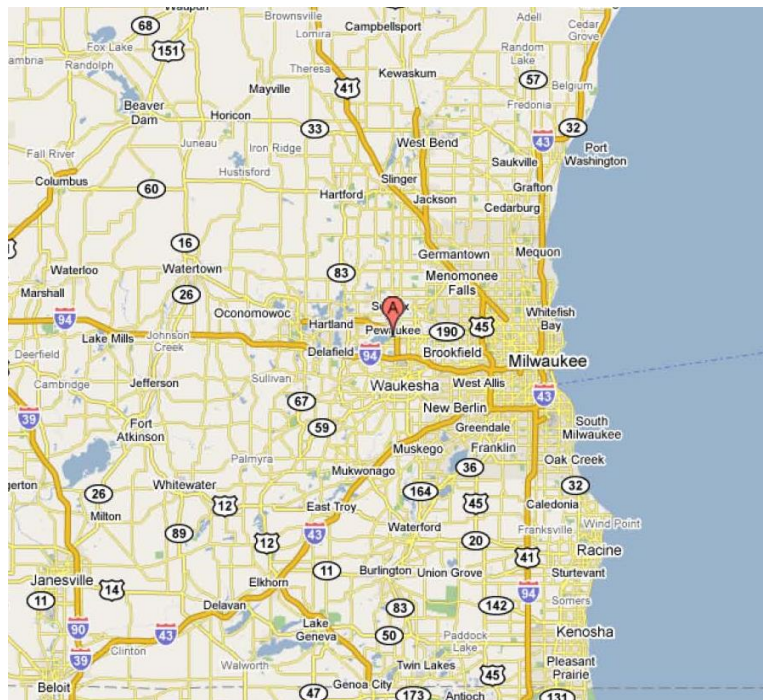
with recreational program opportunities as well as maintaining their 15 parks.

Overseeing the operation of the Department is a Joint Parks and Recreation Board. This advisory board consists of three (3) City residents and one (1) Common Council Alderman as well as two (2) Village residents and one (1) Village Board Trustee. All of these positions are obtained by appointment from the respective governing authority – City Mayor or Village President. This Board meets on the second Wednesday

of each month and is responsible for overseeing the annual budget, policies/procedures, future development and hiring of full-time staff.

The Pewaukee Parks & Recreation Department currently operates with a full-time Director, Recreation Supervisor, Park Maintenance Supervisor, Park Foreman and two Park Laborers. In addition, it hires approximately 12 part-time maintenance staff as well as 65 part-time recreation staff on a seasonal basis.

Figure 1.0 Location Map



The City and Village of Pewaukee are located approximately 20 miles west of Milwaukee, Wisconsin and 60 miles east of Madison, Wisconsin. Pewaukee as a whole covers approximately 27.4 square miles (23 in the City, 4.4 in the Village). Neighboring



2.0 community demographics

communities include Delafield, Sussex, Brookfield, and Waukesha. Pewaukee is served by an excellent transportation system. Major transportation routes include arterial streets and highways such as I94, USH 18, STH 16, STH 164, STH 74, and STH 190.

Two railroads traverse the Pewaukee area, including the CP Rail System (formerly Soo Line) which provides freight service over an east-west line, and the Wisconsin Central Ltd. Rail System which provides freight service over a north-south line.

The Waukesha County/Crites Field Airport, a 389 acre general utility airport, is located adjacent to the City of Pewaukee. This airport is one of three airports in Waukesha County which is open to use by the general public.

2.0 community demographics

Population Characteristics

Population change is the primary component in tracking a community's past growth, as well as predicting future population trends. Population characteristics relate directly to a community's recreational facility/program needs. However, it should be noted that over time there are fluctuations in the local and regional economy which generally cannot be predicted. These fluctuations may greatly influence the community's population growth and related characteristics.

Figure 2.0 depicts the past U.S. Census population figures for the City of Pewaukee, Village of Pewaukee, Pewaukee area, Waukesha County, and the state of Wisconsin. The table also identifies the 2019 US Census population estimates. Figure 2.1 shows the percentage change per decade since 1970. Similarly, Figure 3.0 depicts the comparative population growth from 1990 to 2019 for the Pewaukee area and other selected areas. Figure 3.1 shows the percentage change as a table.

Figure 2.0

	1970	1980	1990	2000	2010	2019 Census Estimate
City of Pewaukee	7,551	8,922	9,339	11,783	13,195	14,631
Village of Pewaukee	3,271	4,637	5,287	8,170	8,166	8,113
Pewaukee Area	10,822	13,559	14,626	19,953	21,361	22,744
Waukesha County	231,335	280,203	304,715	360,767	389,891	404,198
State of Wisconsin	4,417,821	4,705,642	4,891,769	5,363,675	5,686,986	5,822,434

Figure 2.1

	% Change 1970-80	% Change 1980-90	% Change 1990- 2000	% Change 2000- 2010	% Change 2010- 2019
City of Pewaukee	18.2	4.7	26.2	11.4	10.8
Village of Pewaukee	41.8	14	54.5	0	0
Pewaukee Area	25.3	7.9	36.4	7.2	6.5
Waukesha County	21.1	8.7	18.4	7.7	3.7
State of Wisconsin	6.5	4	9.6	5.9	2.4

Source: U.S. Bureau of the Census 2019, Fact Finder

2.0 community demographics

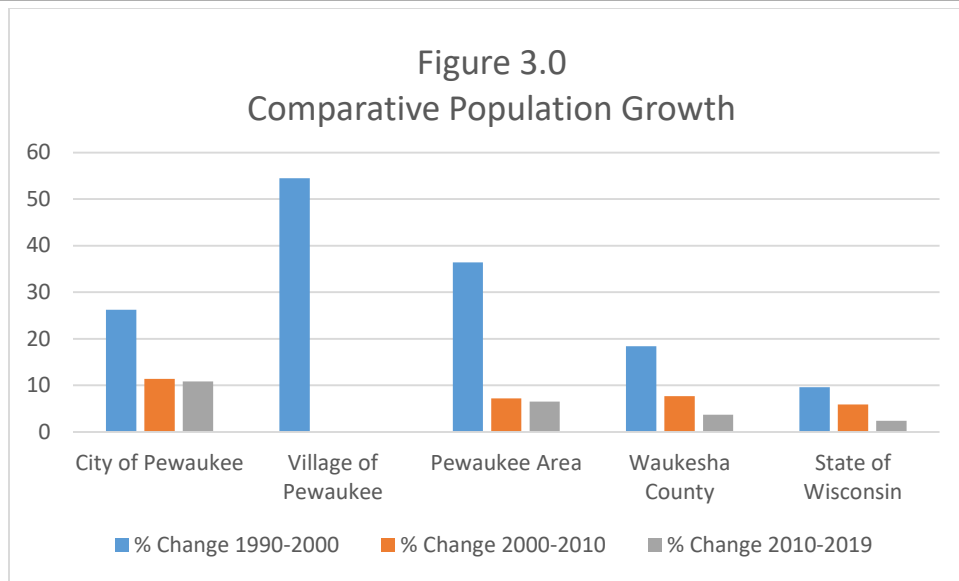


Figure 3.1

	% Change 1990-2000	% Change 2000-2010	% Change 2010-2019
City of Pewaukee	26.2	11.4	10.8
Village of Pewaukee	54.5	0	0
Pewaukee Area	36.4	7.2	6.5
Waukesha County	18.4	7.7	3.7
State of Wisconsin	9.6	5.9	2.4

Source: U.S. Bureau of the Census 2019, Fact Finder

Both Figure 2.0 and Figure 3.0 depict the continued growth of the City of Pewaukee. The Village of Pewaukee growth has slowed since the year 2000. Overall, the Pewaukee area's population has increased from 13,559 persons in 1990 to an estimated 22,744 persons in 2019, an overall increase of 40% or 8,118 persons.

Comparatively, Waukesha County and the state of Wisconsin have also experienced overall population increases during this time period, though not quite as significant.

2.0 community demographics

Age Composition/Cohorts

Figures 4.0 and 5.0 offer a comparison of the population by age cohort, including the age groups of 0-14 years, 15-24 years, 25-44 years, 45-64 years, and 65 or more years of age for the Pewaukee area. A review of the population by age cohort, or age groups, can serve as an indicator of local population needs. For instance, a large school-age population would require different recreational facilities than a predominantly elderly population.

The citizen population was broken down into specific age cohorts to illustrate the different types of recreational activities associated with each group. The first group, ages 0-14, typically engage in organized sports and/or skill development programs such as basketball, soccer, little league baseball, and swimming. People ages 15-24 often join competitive adult leagues, ranging from softball to volleyball leagues. People ages 25-44, are involved primarily in parent spectator and/or coaching activities, as well as adult leagues. People within this range may encounter time restraints due to their financial responsibilities of providing steady incomes for their families. People ages 45-64 are typically involved in more passive activities such as golf, walking, fishing, etc. People ages 65 and older generally engage in limited and/or passive activities such as golf, arts and crafts programs, and volunteer organizations.

Figure 5.0 displays that the City and Village of Pewaukee share a similar distribution of population by age group. The greatest percentage (28.9%) of the Pewaukee area's population is ages 45-64. The age cohort 25-44 is the next highest with 24% of the area's total population, while age cohort 65+ represents 19.2% of the area's population. Age cohort 0-14 shows 17.2%, and age cohort 15-24 reflects 10.7% of the area's population.

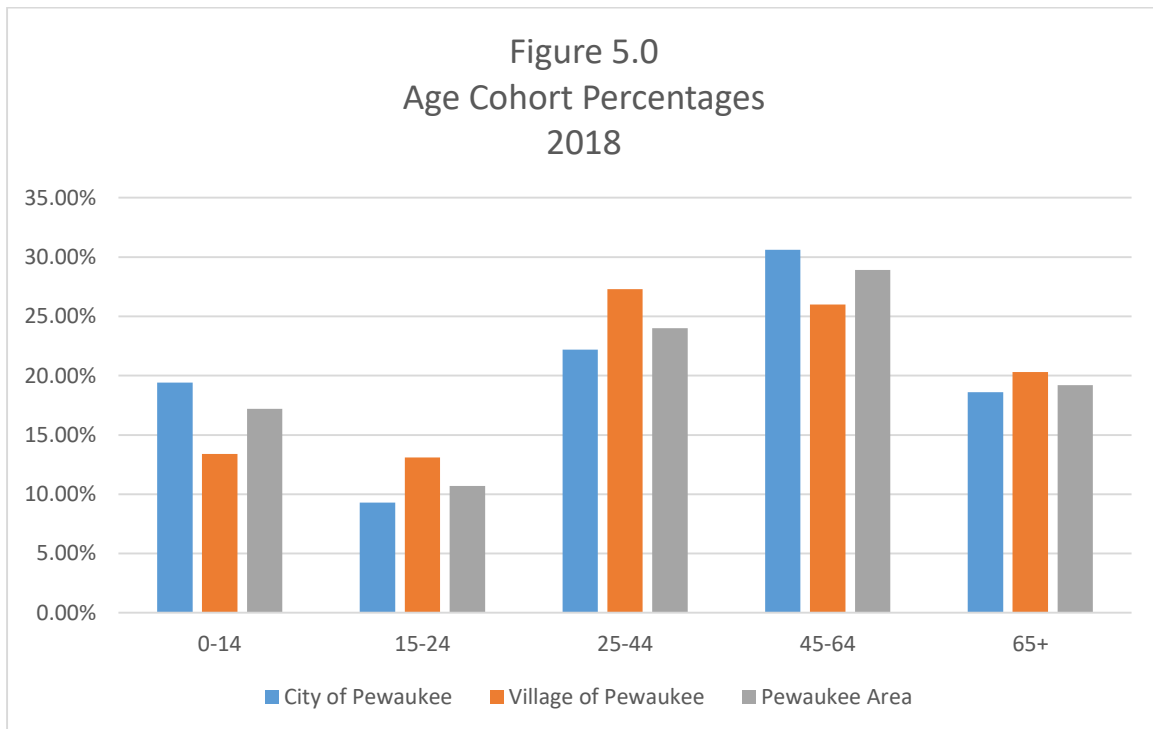
This indicates that the Pewaukee Parks & Recreation Department needs to focus on providing a variety of recreational programs and facilities that meet the needs of the working class/middle-aged as well as seniors and children. Facilities to accommodate organized youth programs and competitive league sports should be a high priority, as well as parent spectator opportunities, senior fitness spaces, and passive activities for the older age groups.

2.0 community demographics

Figure 4.0
Age Cohort Percentages
Pewaukee Area
2018

	0-14	15-24	25-44	45-64	65+
City of Pewaukee	19.4%	9.3%	22.2%	30.6%	18.6%
Village of Pewaukee	13.4%	13.1%	27.3%	26%	20.3%
Pewaukee Area	17.2%	10.7%	24%	28.9%	19.2%

Source: 2018 U.S. Census Data



Source: 2018 U.S. Census Data

2.0 community demographics

Ethnic Background/Racial Composition

Figure 6.0 identifies the racial composition of the Pewaukee area and other selected areas in 2000. As indicated by the table, approximately 93% of the Pewaukee area is comprised of people with a white ethnic background. The racial composition present in the Pewaukee area is consistent throughout Waukesha County; however the statewide percentage of white persons is slightly less.

Figure 6.0
Racial Composition
Pewaukee Area, Waukesha County, and Wisconsin
2018

	White		Black		American Indian		Asian & Pacific Islander		Other		Total Pop.*
	#	%	#	%	#	%	#	%	#	%	
City of Pewaukee	13,260	92.7	224	1.6	34	0.2	478	3.3	303	2.1	14,299
Village of Pewaukee	7,672	93.5	111	1.4	0	0	305	3.7	119	1.4	8,207
Pewaukee Area	20,932	93	335	1.5	34	0.2	783	3.5	422	1.9	22,506
Waukesha Co.	368,232	92.3	6,400	1.6	986	0.2	13,986	3.5	9,275	2.3	398,879
State of Wisconsin	4,957,253	85.3	370,632	6.4	50,364	0.9	167,341	2.9	267,988	4.6	5,813,568

Source: U.S. Bureau of the Census 2018

Employment/Unemployment

The labor force is comprised of all persons age 16 and over who are currently employed or seeking employment. The civilian labor force includes those persons age 16 and over who are currently employed or seeking employment, excluding those persons in the armed forces. Individuals in the civilian labor force are classified into employed and unemployed. In addition to the labor force, it is important to identify the number of persons age 16 and over who are eligible to participate in the labor force, but do not participate due to various reasons including stay-at-home parents/spouses, retirees, persons with disabilities which do not allow them to work, and those who choose not to work. Shifts in the age and gender characteristics of residents, seasonal changes, and employment opportunities can all cause fluctuations in the number of persons in the labor force. Figure 7.0 identifies the characteristics of the Pewaukee area's labor force in 2018, and also that of Waukesha County.

2.0 community demographics

Figure 7.0
Labor Force Characteristics
Pewaukee Area and Waukesha County
2018

	Total Labor Force	<u>In Civilian Labor Force</u>						<u>Not in Civilian Labor Force</u>	
		<u>Total</u>		<u>Employed</u>		<u>Unemployed</u>		<u>Total #</u>	<u>Total %</u>
		<u>#</u>	<u>%</u>	<u>#</u>	<u>%</u>	<u>#</u>	<u>%</u>		
City of Pewaukee	11,318	7,648	67.6	7,476	66.1	172	1.5	3,664	32.4
Village of Pewaukee	7,076	5,097	72	4,948	69.9	149	2.1	1,979	28.0
Pewaukee Area	18,394	12,745	69.3	12,454	67.7	321	1.7	5,643	30.7
Waukesha County	322,843	220,296	68.2	213,895	66.3	6,041	2.0	102,363	31.7

Source: 2018 U.S. Bureau of Census

The Pewaukee area had a rather high labor force participation in 2018 with approximately 68% of those eligible to participate being actively involved. This is reflective of the area's age composition whereby approximately 69% are between the ages of 15 and 64. This indicates a strong work ethic and economy in the area which may translate into an increased ability to fund future park improvements.

Physical Characteristics

The topography or relative elevation of the land surface, within the Pewaukee area has been determined generally by the configuration of the bedrock geology in combination with overlying glacial deposits. Elevations within the Pewaukee area range from a low of approximately 830 feet above mean sea level in the southeastern part of the area along the main stem of the Fox River, to a high of over 1,100 feet above mean sea level in the southwestern portion of the area. The topography of the Pewaukee area is generally rolling, with low-lying areas associated with the perennial stream valleys and river basins.

There is one major lake (greater than 50 acres) located in the Pewaukee area, Pewaukee Lake. Pewaukee Lake is a pre-glacial erosion valley blocked by glacial drift, and in more recent times, impounded by man. The original lake was only, what is now the westernmost basin which is located outside of the Pewaukee area. The construction of a dam at the present outlet inundated marshlands east of the original basin to produce the present lake, which is approximately twice the size of the original



2.0 community demographics

lake. The surface area of the lake is 2,493 acres; 45% or 1,117 acres of which are located within the Pewaukee area. The lake has a maximum depth of 45 feet and a mean depth of 15 feet. There are approximately 13.7 miles of shoreline, 6.4 miles of which are located in the Pewaukee area.

Within the Pewaukee area there are approximately 18.4 miles of major streams. Major streams are defined as perennial streams which maintain, at a minimum, a small continuous flow throughout the year except under drought conditions.

Wetlands cover approximately 13% of the Pewaukee area. Large areas of wetlands are located along the main stem of the Pewaukee River in the City of Pewaukee, along the western side of USH 16 in the City of Pewaukee, north of Pewaukee Lake in the northwestern portion of the City of Pewaukee, within the northern portion of and north of the Village of Pewaukee, and in the northeastern portion of the City of Pewaukee.

3.0 current park and recreation services

Pewaukee's Parks

The Pewaukee Parks & Recreation Department has steadily grown over the years. Typical park and recreation agencies have three basic components: 1) recreational offerings, 2) capital plan development and 3) parks maintenance. Since becoming a Joint Department, the Pewaukee Parks & Recreation Department consists of those three components.

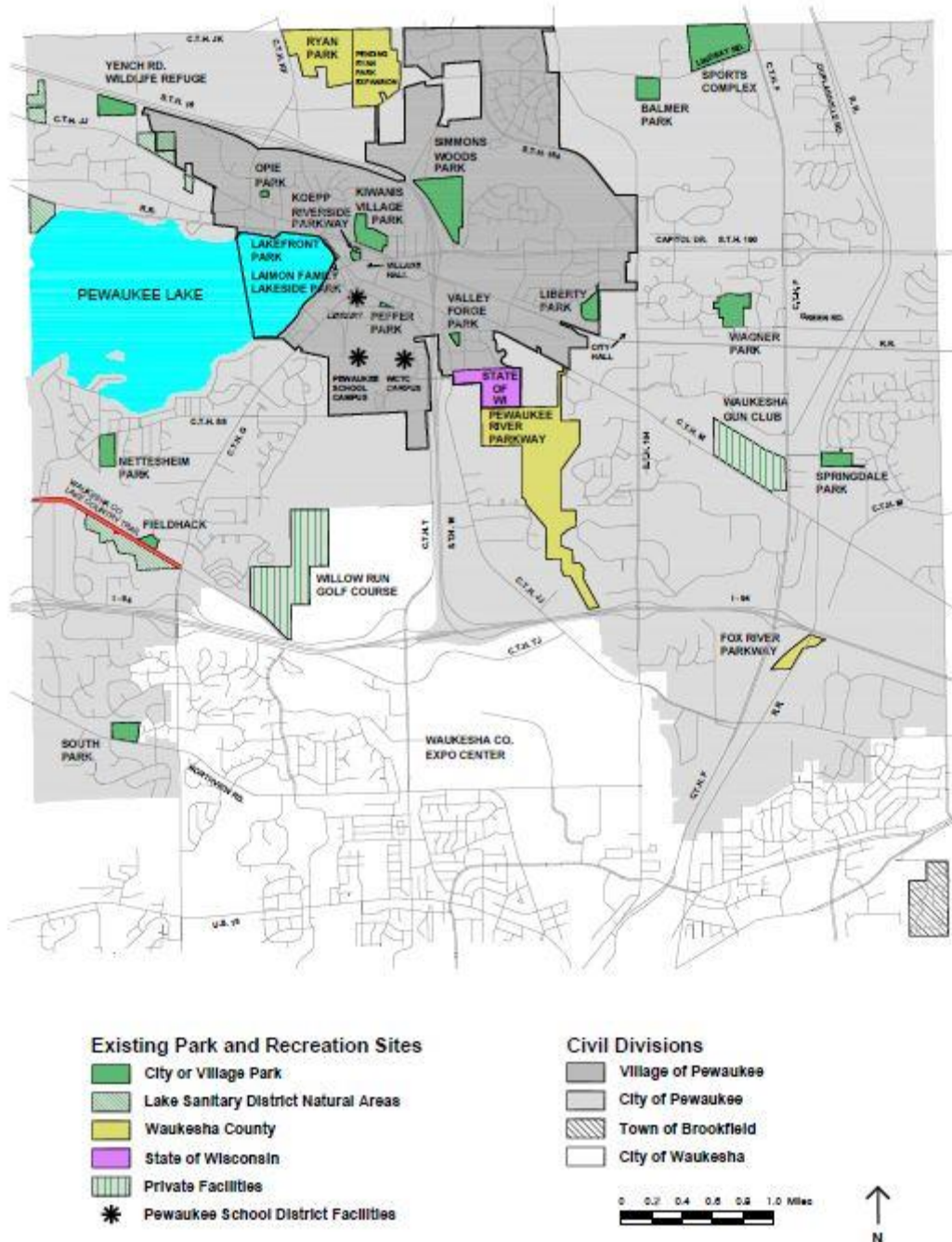
Presently there are 240 acres of parkland divided among 17 sites in the Pewaukee area, which are owned by either the City or the Village of Pewaukee. Other entities or units of government own several other sites within the Pewaukee area. Map 1 identifies the location of all existing park and open space sites located within the Pewaukee area.

The Village of Pewaukee owns nine park sites, which comprise a total of 84 acres. The City of Pewaukee owns eight park sites, which comprise a total of 156 acres. Many of the parks within the park system are utilized for sports such as soccer, baseball, tennis, and basketball as well as playgrounds and limited areas for passive recreation.

Overall the parks are well-maintained, however most of the larger parks have the exact same amenities. It would make sense to have parks with unique amenities so they are all utilized as much as possible. When a park has the same amenities as the one down the road, users will most likely go to the one nearest their home. Certainly this was a goal in the past but users are looking for additional outdoor entertainment, rather than just the typical park offerings and many users now drive to find recreation opportunities or park access, so specializing park amenities in the future should be a new goal.

3.0 current park and recreation services

Map 1: Existing Park, Recreation & Open Space Sites
City and Village of Pewaukee, Waukesha County, Wisconsin



3.0 current park and recreation services

City Parks

		ADA Accessible	Baseball Field	Basketball Court	Born Learning Trl	Building Rental	Nature Areas	Parking Spaces	Pknic Area	Playground	Portable Toilet	Programs	Public Bo at Launch	Restrooms	Shelter	Softball Field	Soccer Field	Swimming	Tennis Court	Volleyball Court
Balmer	N44 W23875 Lindsay Rd.		•	•		•	•	56	•	•		•		•	•		•		•	•
Nettesheim	N26 W27495 Prospect Ave.	•	•	•	•	•		55	•	•		•		•	•	•	•		•	•
Pewaukee Sports Complex	N45 W23440 Lindsay Rd.		•					550	•					•	•	•	•			
South	N5 W27300 Northview Rd.	•	•	•		•		47	•	•				•	•	•	•		•	•
Springdale	W226 N2400 Oakwood Ln.	•	•	•				0	•	•				•	•	•	•		•	
Wagner	N31 W23320 Green Rd.	•	•	•		•	•	172	•	•		•		•	•	•	•		•	•

Village Parks

HJ Koepp Riverside Pkway	201 Oakton Ave.	•						110												
Laimon Family Lakeside*	129 Park Ave.							7				•	•							
Lakefront	222 W. Wisconsin Ave.	•						0	•			•		•	•			•		
Liberty	440 Concord Rd.		•	•				20	•	•	•					•	•		•	•
Opie	450 West St.			•				0	•	•	•									
Peffer	330 Main St.							0	•	•										
Simmons Woods	889 Cecelia Dr.						•	5	•		•	•			•					
Valley Forge	206 Morris St.		•	•				0	•	•	•				•					
Kiwanis Village	325 Capitol Dr.	•	•	•		•	•	100	•	•		•		•	•	•	•		•	•

The above list does not include the undeveloped Fieldhack or Yench Road sites that are part of the City.

3.0 current park and recreation services

Site Inventory Methodology

Each site was visited and the analysis includes the general observations which include photographic documentation and general park information.

Park Name: Balmer Park

Park Location: City; North

Park Size: 16 acres

Park Type: Neighborhood

Park Amenities: Baseball, basketball, building rental, passive recreation area, picnic area, playground, restrooms, shelter, softball, soccer, tennis courts, volleyball court, youth programs

Accessibility Level: Restrooms and building are not currently accessible.

Notes: Large wooded area creates potential for a new amenity in the future.

Existing Conditions: It was determined in 2013 there is a significant amount of ash trees at this location and with the Emerald Ash Borer infestation in the area, many of these trees have died or will continue to require injection treatment every other year.



3.0 current park and recreation services

Park Name: Fieldhack

Park Location: City; Southwest

Park Size: 1 acre

Park Type: Open space

Park Amenities: Passive recreation area; used to plant tree seedlings before moving to other parks

Accessibility Level: Not maintained for public use

Notes: Borders the Waukesha Country Trail

Existing Conditions:



Park Name: Nettesheim Park

Park Location: City; West

Park Size: 12 acres

Park Type: Neighborhood

Park Amenities: Baseball, basketball, building rental, gaga ball, passive recreation area, picnic area, playground, restrooms, shelter, softball, soccer, tennis courts, volleyball courts, youth program, Born Learning Trail

Accessibility Level: Playground, building and restrooms all accessible

Notes: Larger park; well maintained. Utilized for programming and park rentals.

Existing Conditions:



Park Name: Pewaukee Sports Complex

Park Location: City; North

Park Size: 59 acres

Park Type: Special Interest

Park Amenities: Baseball Diamonds (4), Soccer Fields (13), concession stands (2)/shelter with picnic tables, bathrooms (2)

Accessibility Level: Access paths from parking lot to concession areas, need to expand to ball diamonds.

Notes: Specialty park for baseball and soccer groups. Additional recreation programs occurring. Sports fields used for tournament rentals. Large park rentals for special events are a possibility in the future.

Existing Conditions:



Park Name: South Park

Park Location: City; Southwest

Park Size: 12 acres

Park Type: Neighborhood

Park Amenities: Baseball, basketball, building rental, passive recreation area, picnic area, playground, restrooms, shelter, softball, soccer, tennis courts, volleyball courts

Accessibility Level: Playground, building and restrooms accessible

Notes: Has current flooding issues with heavy rains making baseball diamonds unusable for several days at time during prime use periods. This flooding also wipes out the wood-chipped area of the playground and are in constant need of replacement.

Existing Conditions:



Park Name: Springdale Park

Park Location: City; Southeast

Park Size: 12 acres

Park Type: Neighborhood

Park Amenities: Baseball, basketball, passive recreation area, picnic area, playground, restrooms, shelter, softball, soccer, tennis courts

Accessibility Level: Playground and restrooms accessible

Notes: Most likely will need to remain a neighborhood park. No room for expansion or creation of a parking lot.

Existing Conditions:



3.0 current park and recreation services

Park Name: Wagner Park

Park Location: City; Central

Park Size: 26 acres

Park Type: Community

Park Amenities: Baseball, basketball, building rental, passive recreation area, picnic area, playground, restrooms, shelter, softball, soccer, tennis courts, volleyball courts, youth programs, adult programs, senior programs

Accessibility Level: Playground, building and restrooms accessible

Notes: Used heavily now for recreation programs and rentals. Bad acoustics for fitness or music programs, those should be moved to other facilities or this facility should be improved to correct this issue. Less soccer usage has allowed for dual use of soccer games and park rentals.

Existing Conditions:



Park Name: Yench Road, Wildlife Refuge

Park Location: City; Northwest

Park Size: 18 acres

Park Type: Undeveloped; old dump site

Park Amenities: Passive recreation area; park not maintained

Accessibility Level: N/A

Notes: If this is developed into anything, it will need extensive cleanup.

Existing Conditions:



3.0 current park and recreation services

Park Name: HJ Koepp River Parkway

Park Location: Village; Central

Park Size: 2.84 acres

Park Type: Special use

Park Amenities: Bridge access to lakefront, passive recreation, sitting benches to view river, public parking, some special events

Accessibility Level: Bridge and path accessibility

Notes:

Existing Conditions:



3.0 current park and recreation services

Park Name: Kiwanis Village Park

Park Location: Village; Central

Park Size: 22 acres

Park Type: Community

Park Amenities: Baseball, basketball, building rental, gaga ball, ice rink, lighted ball diamond, passive recreation area, picnic area, playground, restrooms, shelter, softball, soccer, tennis courts, volleyball court, youth program

Accessibility Level: Playground, shelter and restrooms accessible

Notes: Pewaukee Kiwanis sponsored this park in 2016 and replaced much of the playground equipment. Two softball diamonds were added to Kiwanis Village Park from now dissolved PAA organization.

Existing Conditions:



Park Name: Laimon Family Lakeside Park

Park Location: Village; Central

Park Size: .59 acres

Park Type: Special use

Park Amenities: Public boat launch, restroom, boat slip rental, public parking, lake gas online sales

Accessibility Level: Building, piers and restrooms ADA accessible

Notes: Rental tenants of Beachside Boat & Bait (commercial – first floor) and residential tenants above. Tenants sell gas and boat launches for Parks & Recreation. All items funded by Laimon Park fund and operations.

Existing Conditions:



3.0 current park and recreation services

Park Name: Lakefront Park

Park Location: Village; Central

Park Size: 1 acre

Park Type: Special use

Park Amenities: Building rental, passive recreation area, restrooms, shelter, swimming, concession stand rental

Accessibility Level: Beach, building and restrooms accessible

Notes: Also used by non-profit groups for special events such as Waterfront Wednesdays, Taste of Lake Country, Antique Boat Show, and Pewaukee Triathlon. We are currently seeking consistent vendor usage of concession stand for summer months.

Existing Conditions:



3.0 current park and recreation services

Park Name: Liberty Park

Park Location: Village; East

Park Size: 9 acres

Park Type: Neighborhood

Park Amenities: Baseball, basketball, passive recreation area, picnic area, playground, portable toilet, softball, soccer, tennis courts, volleyball courts

Accessibility Level: Accessible

Notes:

Existing Conditions:



3.0 current park and recreation services

Park Name: Opie Park

Park Location: Village; Northwest

Park Size: 1 acre

Park Type: Mini Park

Park Amenities: Basketball, picnic area, playground, portable toilet

Accessibility Level: Accessible

Notes: Will remain a mini park, no room for expansion or development.

Existing Conditions:



3.0 current park and recreation services

Park Name: Pfeffer Park

Park Location: Village; Southeast

Park Size: 1 acre

Park Type: Mini Park

Park Amenities: Picnic area, playground

Accessibility Level: N/A

Notes: Will remain a mini park, no room for expansion or development.

Existing Conditions:



Park Name: Simmons Woods Park

Park Location: Village; East

Park Size: 48 acres

Park Type: Special use

Park Amenities: Passive recreation area, portable toilet, trail system

Accessibility Level: Not accessible

Notes: Has been developed into its best use.

Existing Conditions: Would like to upgrade informational trail signage and improve trail system indicators.



Park Name: Valley Forge Park

Park Location: Village; Southeast

Park Size: 2 acres

Park Type: Neighborhood

Park Amenities: Baseball, passive recreation area, playground, softball, portable toilet, covered open-air structure

Accessibility Level: N/A

Notes: Is surrounded by condominiums and does not have a public parking lot.

Existing Conditions:



3.0 current park and recreation services

Park Classification

- A. Community Parks:** A community park is generally between 10 and 50 acres and serves up to a 15 mile service area. The community park provides recreational facilities for a large segment of the city's/village's population. These parks are usually developed to support intensive recreational opportunities for both passive and active uses. These parks are typically located on or near major roads, bike paths or multi-use trails to allow for accessibility to several neighborhoods.
- B. Neighborhood Parks:** A neighborhood park is generally between 1 and 10 acres and serves a ¼ mile service area. Typical facilities are within walking distance of the service area. The neighborhood park provides for localized needs in both active and passive play spaces, mostly for children.
- C. Mini Parks:** A mini park is a small neighborhood park up to 1 acre and serves an area less than 1 mile. It can usually only accommodate a playground for active use or remain as open space for passive use. Even though these parks are small, they can serve a useful purpose by providing drop-in recreation opportunities within neighborhoods.
- D. Special Use Parks:** A special use park usually does not have a specified service radius. These parks typically are used for a single purpose such as walking trails or a skate park.

Indoor Recreation Facilities

The Department currently does not operate an indoor facility other than the park buildings which house some programs. Lakefront Park does house a concession stand that is currently rented out on an annual basis to Positively Pewaukee for their Waterfront Wednesday events in the summer.

Public School Facilities

The Department is very fortunate to have a good working relationship with the School District and currently does not pay to use these facilities. However many non-departmental programs are scheduled in these facilities and therefore available space is limited for departmental recreation programs. Currently the school is only used for the summer SPARK day camp program and minimal gym usage for other programs.

3.0 current park and recreation services

Pewaukee Park and Recreation Programs

The combined community has a residential population of over 22,744 residents, as of the 2019 U.S. Census estimate and is comprised of both new and established housing categories. The cornerstone of any park and recreation agency is its program offerings. The purpose of completing a Recreation Demand Analysis is to evaluate recreational offerings in addition to collect information in planning for the future. If a customer's needs are not met, they will seek it elsewhere. Also, if programs are being offered privately, the public service provider may not want to compete. Part of this process was to survey local recreation agencies to compare recreation structure, organization and offerings. As you can see, the Pewaukee Parks & Recreation Department falls in the "middle" in regard to park expenditures per person in this analysis.

Recreation Demand Analysis	Pewaukee City/Village	Waukesha City	Brookfield Town	Sussex Village
Number of residents	22,744	72,549	6,500	11,373
Indoor facilities (Comm. Center)	0	5	0	3
Number of parks	15	49	3	14
Park acreage in system	240	1,125	47	274
Number of recreational programs	370	1,025	30	475
*Number of leagues using parks	5	27	5	7
Number full-time recreation staff	1	7	1	2
Annual total budget	\$1,210,553	\$7,381,601	\$226,000	\$1,253,552
**Park expenditures per person	\$53.23	\$101.75	\$34.77	\$110.22

**These numbers do not factor in tournament rentals which have been growing consistently with the Pewaukee Sports Complex coming online in 2019.*

***These numbers do not include the revenue generated by each department, rather the cost it would be to be fully subsidized.*

The data that was generated above provides an interesting comparison to the way park and recreation agencies operate. In regard to program offerings, Pewaukee does offer more programs than one of the four departments; the Village of Sussex has a strong senior program therefore many of their programs stem from that category.

A few interesting points to consider when looking at the recreational offerings is the lack of indoor space owned and operated by the Department. Although Wagner, Nettesheim and South Parks offer an indoor building that can be used for small classes, they are limited not only by space but also by what type of programs can be offered.

The Pewaukee Parks & Recreation Department utilizes a marketing tool called the activity guide to advertise seasonal programs. New in 2021, all Pewaukee households

3.0 current park and recreation services

will receive the activity guide during all three publishing periods (summer, fall, and winter/spring). Previously, the activity guide was mailed to all addresses in summer only. During the fall and winter/spring, guides were directly mailed by address to those residents who pay taxes to the City and/or Village of Pewaukee. The goal of this change is to inform all residents (home owner or renter) of the quality opportunities going on within Pewaukee and have our residents join us in our programs. The majority of program registration comes via the activity guide. However, the Department has also taken steps to produce occasional school flyers as well as marketing through social media and direct email to increase attendance. The activity guide is also made available on the Department's website, along with online registration.

We have seen a recent shift in program interest towards senior fitness programs. This has been one of the more successful groups of classes over the last few years. We have continued to expand the variety while managing to hire consistent, quality instructors to lead these programs. These participants generally continue registration for multiple sessions per season as part of their fitness plan.

The Department does not offer many sport programs simply because these programs were developed by parent non-profit organizations prior to the Department becoming well established. Sport programs are the "bread and butter" of many other park and recreation organizations and provide a steady revenue source for those departments to rely on.

Besides these parent non-profit groups competing with the Department, there are also other non-profits as well as private recreational service groups. The next page lists each of these. It is the Department's philosophy to attempt to not compete with these groups. When it is beneficial, the department looks for ways to partner with these groups to offer programs and/or special events for the community.

Non Profit Recreational Services

- Positively Pewaukee
- Pewaukee Kiwanis
- VFW
- Pewaukee Youth Baseball
- Pewaukee Youth Basketball
- Pewaukee Youth Football
- Pewaukee Sussex United
- Boy/Girl Scouts
- Pewaukee Women's Club
- Pewaukee Juniors Guild
- Friends of Pewaukee Parks
- Pewaukee Chamber of Commerce
- Waukesha/Pewaukee Visitor's Convention Bureau
- Pewaukee Lake Water Ski Club
- Pewaukee River Partnership
- Pewaukee Public Library
- Pewaukee Area Historical Society
- Pewaukee Area Arts Council

Private Recreational Services

Fitness

- Anytime Fitness
- West Wood Health & Fitness Center
- Velo City
- Iron Tribe Fitness
- Orange Shoe Fitness
- 9Round Fitness Center
- Planet Fitness
- Revolutions Fitness

Martial Arts

- Nova Gyms Martial Arts & Fitness
- J.K. Lee Tai Kwon Do
- Karate America

Arts

- Aspire Dance Studio
- Accent on Dance Studio
- Fred Astaire Dance Studio
- Creative License

Outdoor Fitness

- Beachside Boat & Bait
- Koha Yoga
- Pewaukee Golf Club
- Western Lakes Golf Club
- Pewaukee Sailing School/Yacht Club
- Springs Water Park
- Buck Rub Outfitters

Other

- Veloce Go Karting
- Battle House Laser Tag
- The Sensory Club
- Skyzone Trampoline Park

These groups offer quite a few opportunities for the Pewaukee residents, and as mentioned before, the Pewaukee Parks & Recreation Department typically does not attempt to compete.

Below is an inventory of Pewaukee's programs for the past year by program category. This chart only counts the number of different programs, not individual sessions of each program.

	Winter/Spring 2020	Summer 2020	Fall 2020
Preschool programs	7	8	5
Youth programs	17	30	9
Adult/Senior programs	30	23	25
Special events	6	6	4

4.0 community needs assessment

The Pewaukee Parks & Recreation Department last performed a community survey in 2013, which was the first time we obtained a significant response. Utilizing the revised format from 2013 and adjusting the question set to our current park system and program offerings, was helpful in receiving a strong response rate. Our goal was to keep the survey simple, possible to be completed in five minutes, and most responses able to be a checkmark, instead of fill in the blank.

The survey was mailed to 3,000 randomly selected City and Village households this year. Of those 3,000 surveys, we received 805 responses, a 27% response rate. Our goal was a 30% response rate, but this is a reasonable response rate as a valid generalization of our communities (City and Village). This was the first year we offered an online completion option by sharing the link on the top of the form. There were 47 online submissions, which accounts for 5.8% of the total responses.

Of the 19 questions that respondent households were asked, the first two focused on familiarity and satisfaction with the Pewaukee Parks & Recreation Department.

The next four questions focused on usage of Parks & Recreation Department facilities and activities or of other facilities as well as the overall satisfaction with the conditions of the park system's facilities.

Questions seven and eight asked respondents if they felt the Parks & Recreation Department should implement changes to the current park system including adding more land or amenities and what particular amenities they are most interested in.

Question nine asked whether or not they would support a tax increase to fund new amenities in the parks and if so, how much would they support.

Questions 10 through 12 referred to the current program offerings of the Department and whether or not they should expand those offerings.

Question 13 asked if the necessary easement were in place, would they have interest in a walking path near the Pewaukee River.

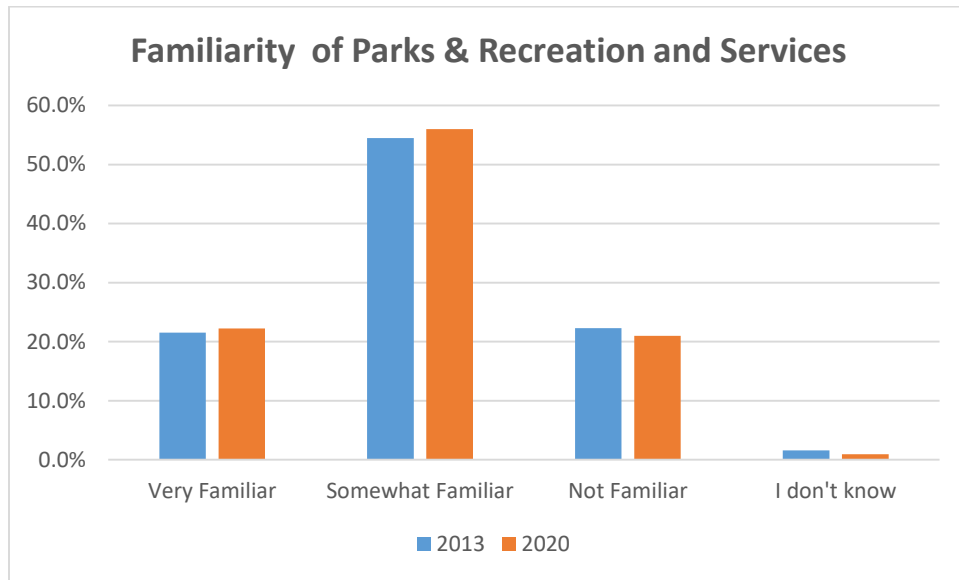
Then the last five questions ask typical demographic data of the respondents.

This report will take into account the answers to the same questions that were asked in 2013 so as to provide a comparison of the results and perhaps determine any changes that may have occurred within the last seven years.

A copy of this mail survey is in the appendix of this report.

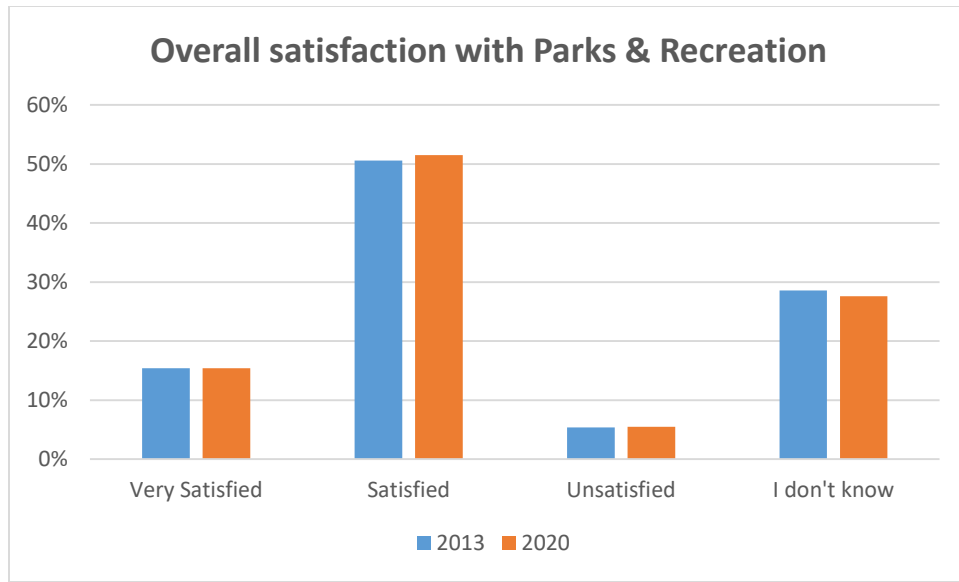
Familiarity and Satisfaction with the Pewaukee Parks & Recreation Department

The first question asked respondents how familiar they were with the Pewaukee Parks & Recreation Department. 78% of the respondents were either very familiar or somewhat familiar with the Pewaukee Parks & Recreation Department.



The next question asked respondents how satisfied they were with the Pewaukee Parks & Recreation Department. 67% of the respondents were either very satisfied or satisfied with the Department.

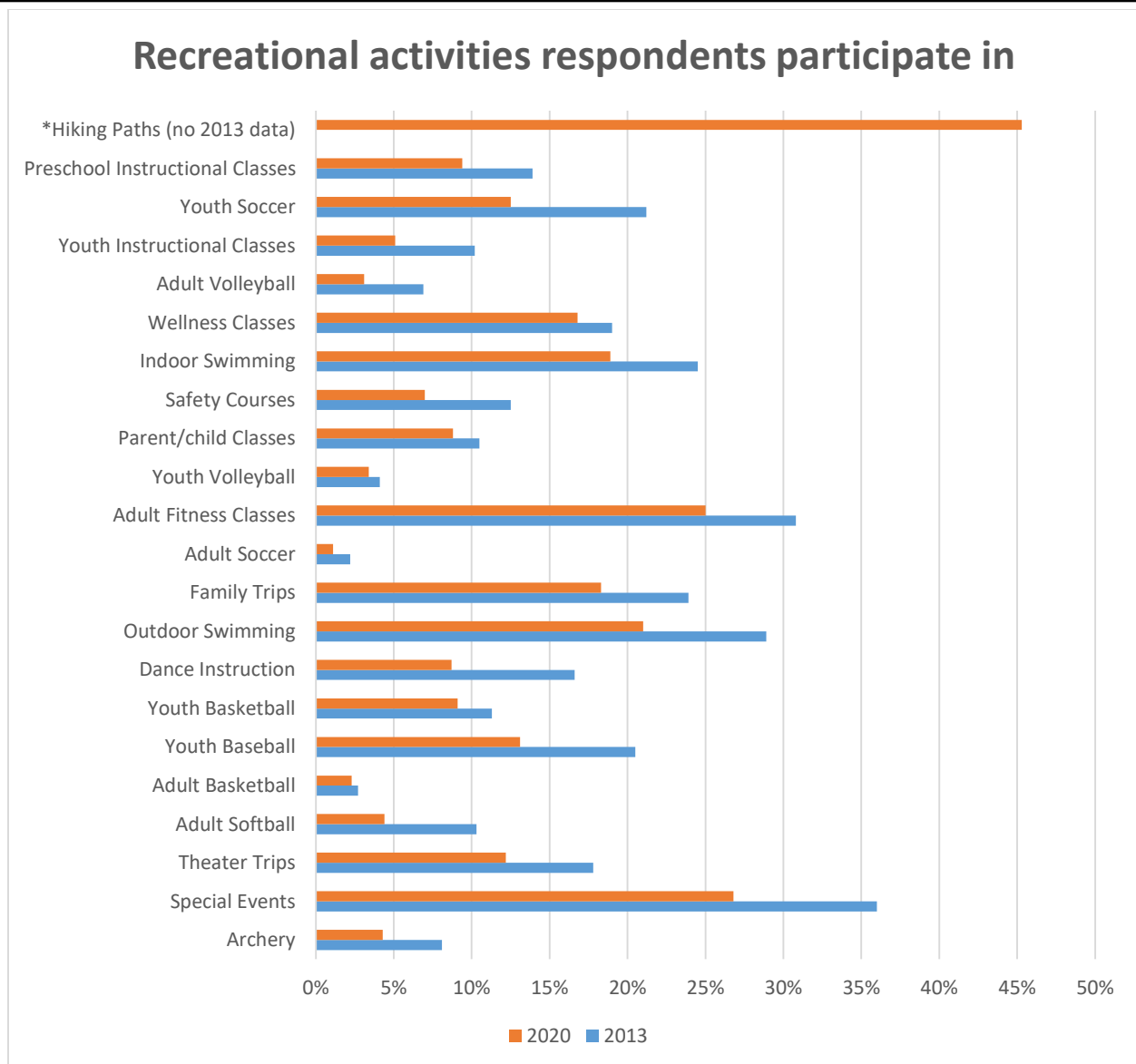
4.0 community needs assessment



Respondent Recreational Preferences

Question three asked respondents regardless of their familiarity with Pewaukee Parks & Recreation, what recreational activities they participate in either through Pewaukee Parks & Recreation or through some other recreational venue.

4.0 community needs assessment

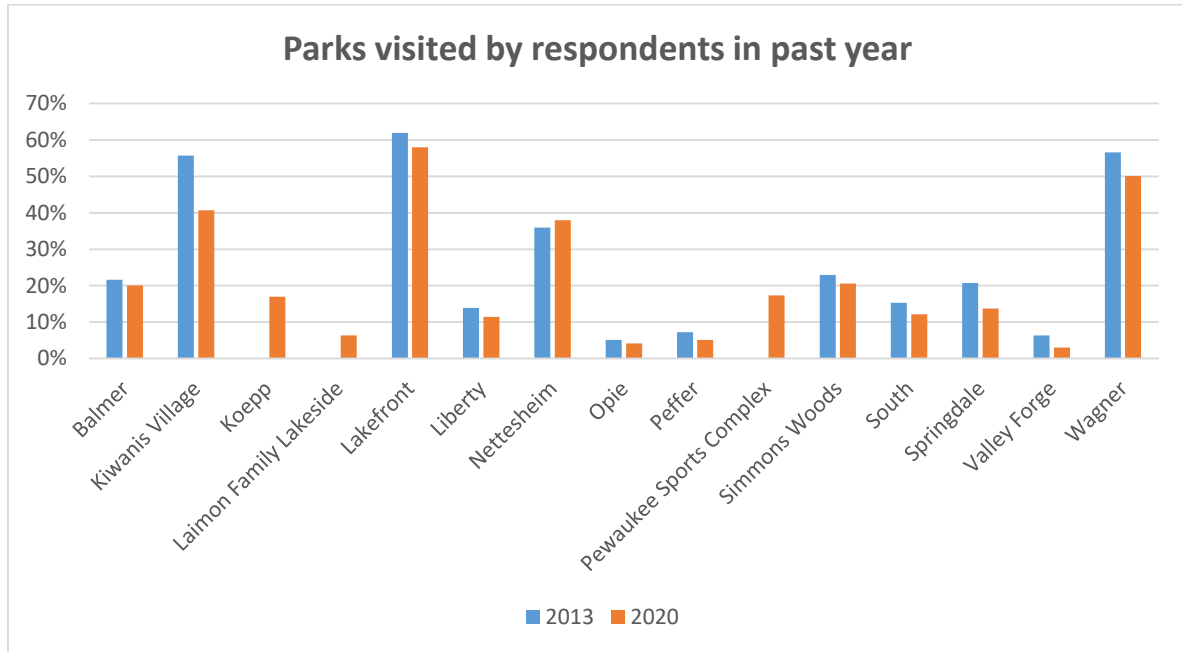


Respondents were allowed to choose as many activities as they or members of their family participate in. Of the 22 options they could choose, 45% participate in hiking paths, 27% of respondents participate in special events and 25% of the respondents participate in adult fitness classes. Other popular activities include outdoor swimming (21%), indoor swimming (19%) and family trips (18%). This information is useful for future programming ideas.

4.0 community needs assessment

Respondent Usage of Pewaukee Park System

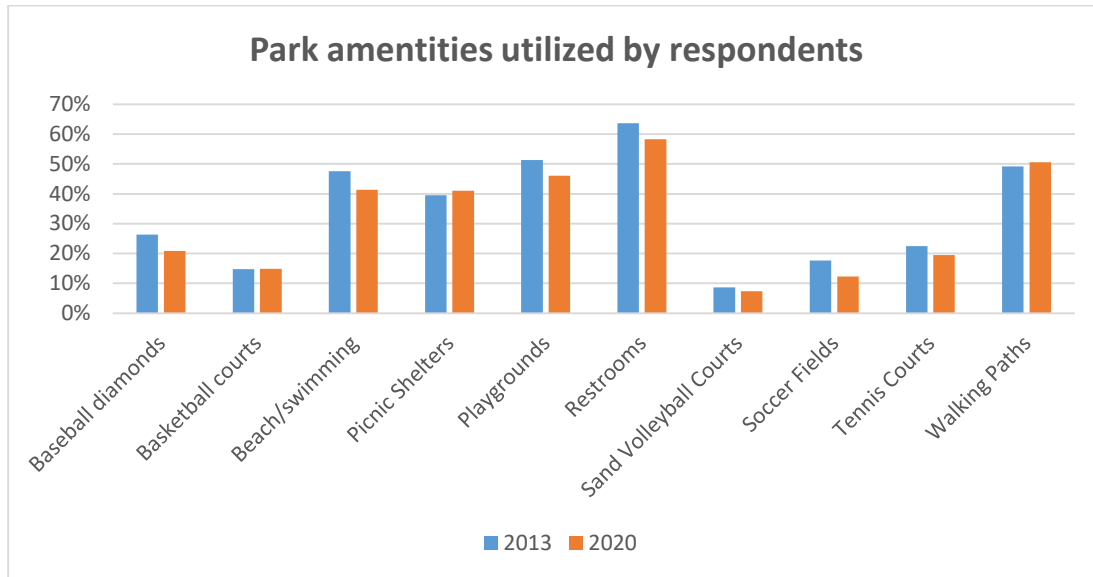
Question four asked respondents which parks within the Pewaukee Park System they or other members of their household visited in the past year.



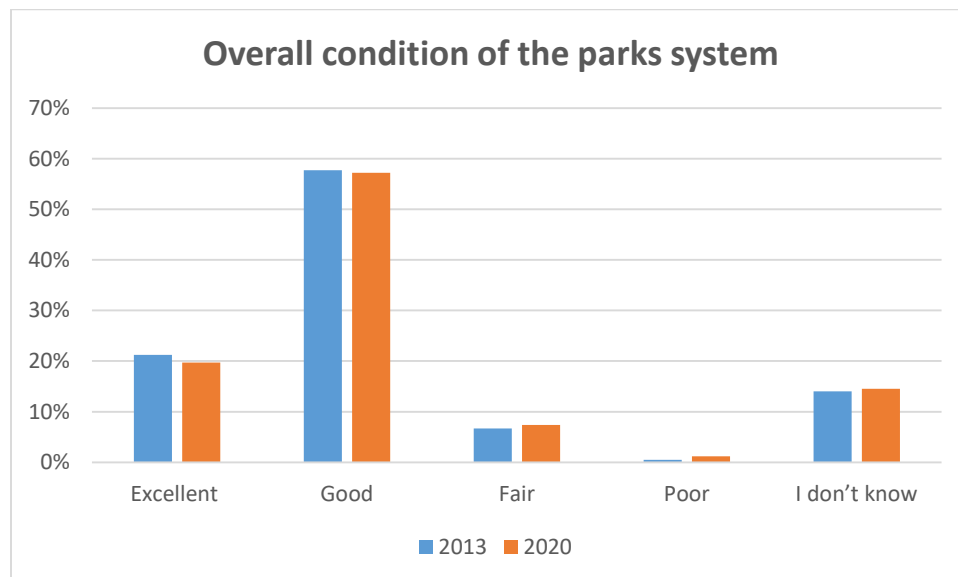
Lakefront Park was the most utilized park with 58% of the respondents indicating they or other members of their household visited it in the past year. Wagner Park (50%) and Kiwanis Village Park (41%) were the next two most visited. Since 2013, we have added two parks, HJ Koepp Riverside Parkway and Laimon Family Lakeside Park, reflecting only 2020 data. We also had a name change to include 'Kiwanis' in Village Park, for their sponsorship and naming rights.

4.0 community needs assessment

The next question asked the respondents which amenities they utilized while visiting the parks. The most common amenities were the restrooms (58%) and walking paths (51%). However the playgrounds (46%), beach/swimming areas (41%) and the picnic shelters (41%) were utilized by quite a few respondents as well.



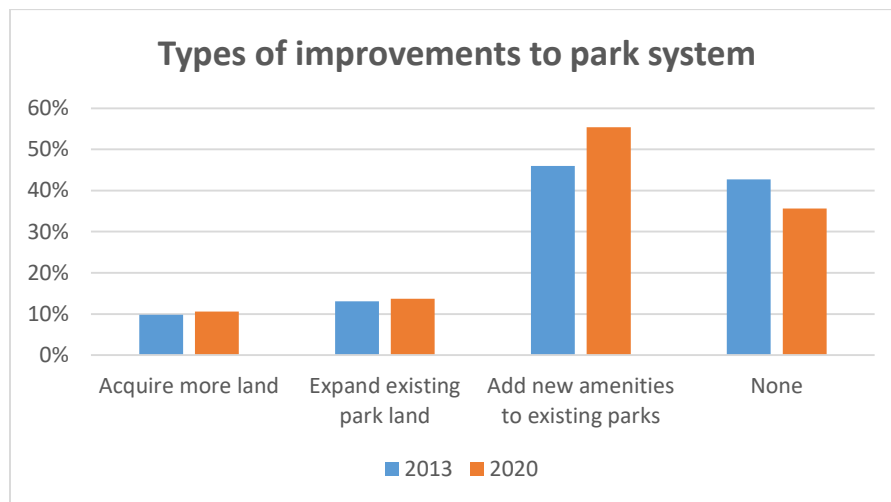
The following question asked respondents how they felt the overall conditions were of the Pewaukee Park System. Conditions were favorable overall with 77% of respondents stating the parks are in excellent or good condition while 7% thought the conditions were fair, 1% poor and 15% didn't know.



4.0 community needs assessment

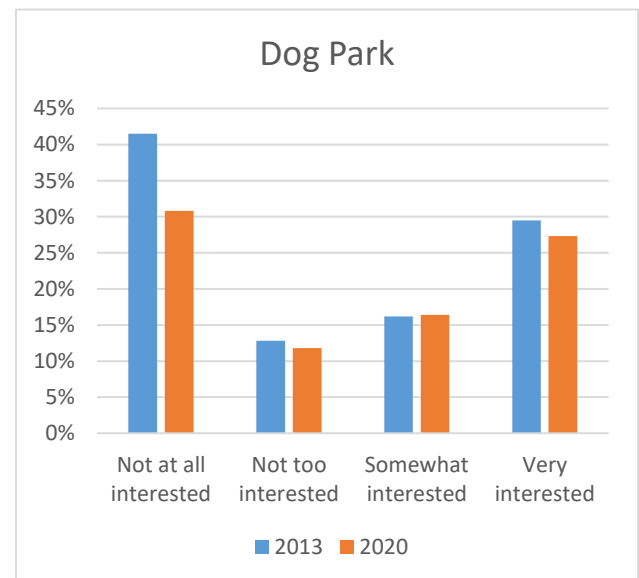
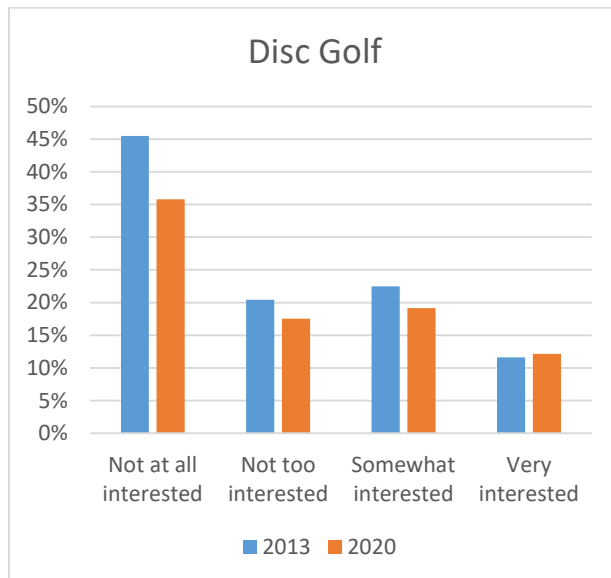
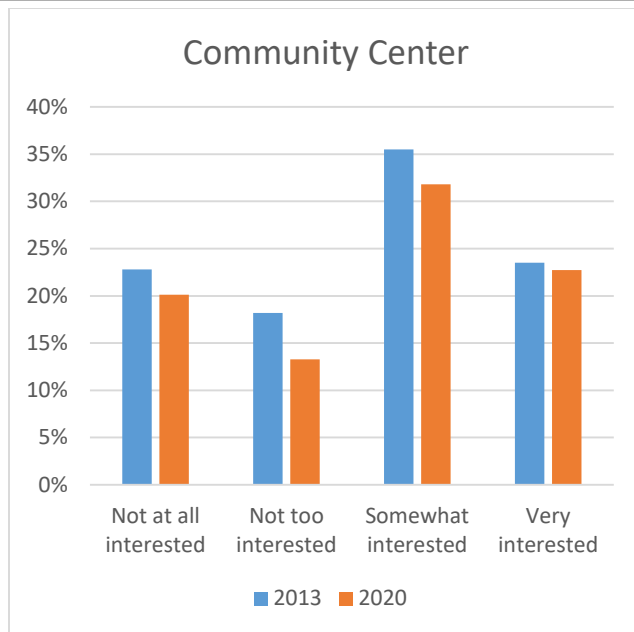
Potential Improvements Pewaukee Parks & Recreation Should Make in the Future

The survey asked respondents what types of improvements, if any, should the Pewaukee Parks & Recreation Department make in the future. Each respondent could choose more than one option. Of the respondents, 11% felt we should acquire more land; 14% felt we should expand existing land; 55% felt we should add new amenities; and 36% felt we should do nothing.

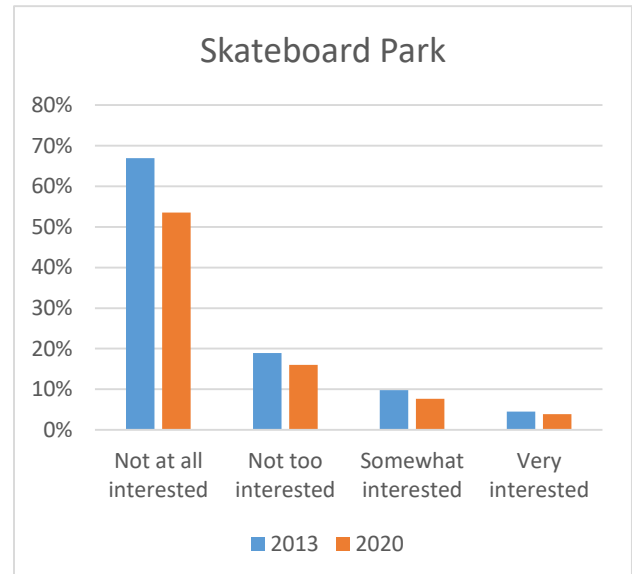
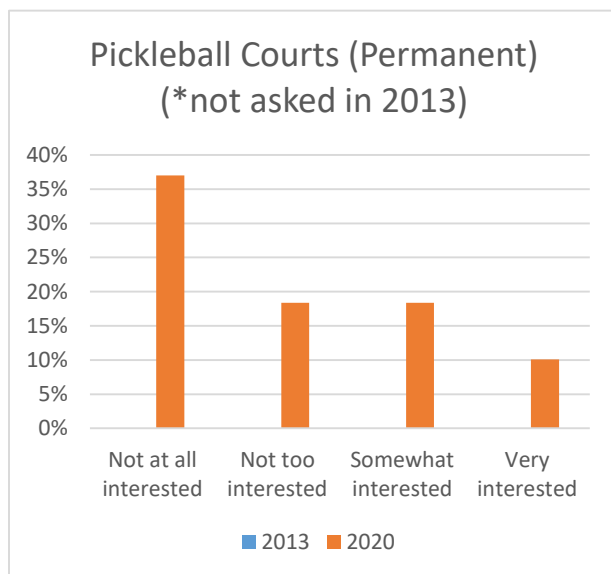
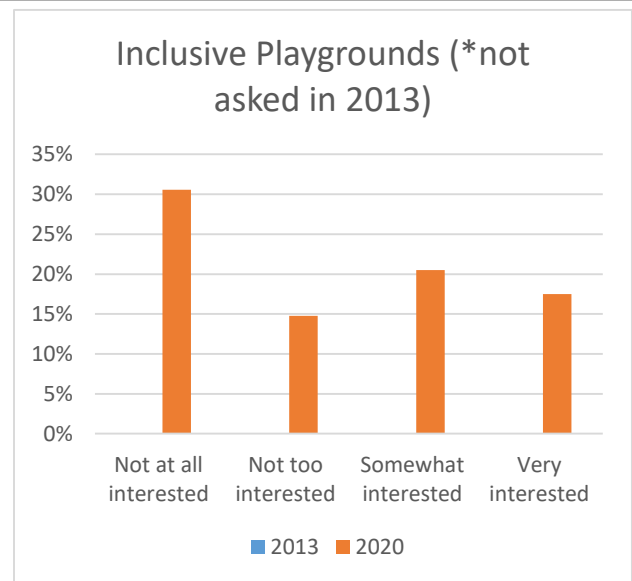
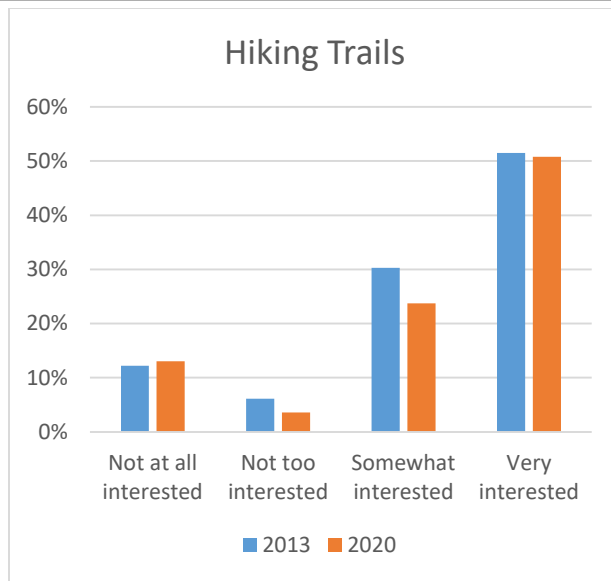


As a follow-up question to the previous, the survey asked respondents to rate potential amenities the current park system could accommodate as to whether they were very interested, somewhat interested, not too interested or not at all interested in a specific amenity.

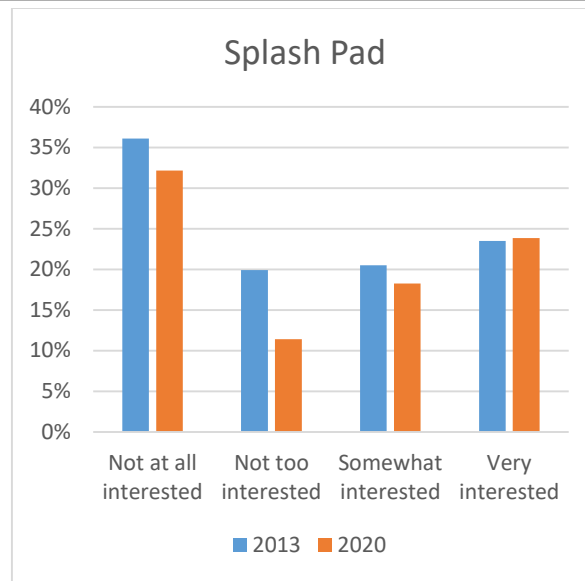
4.0 community needs assessment



4.0 community needs assessment



4.0 community needs assessment

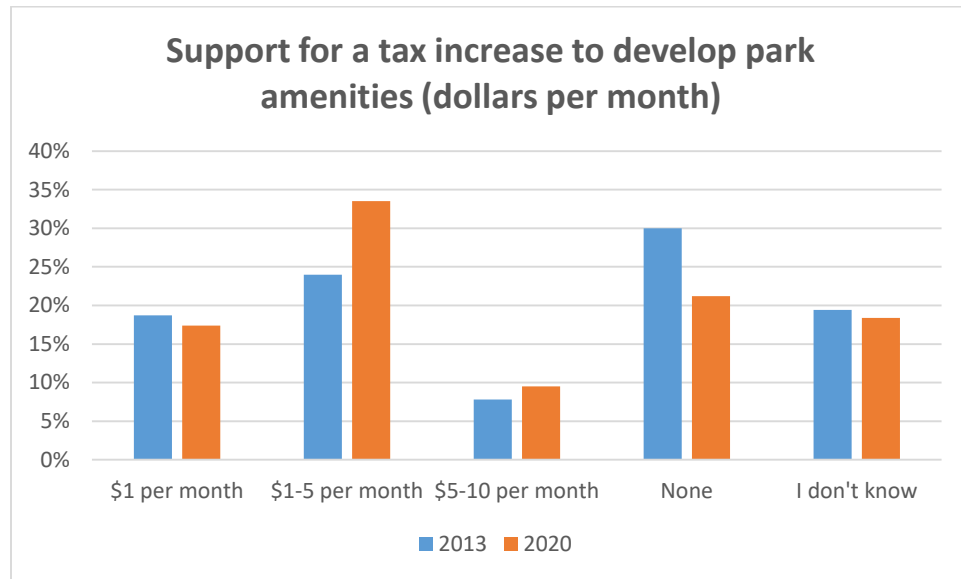


Amenities respondents were most interested in (very and somewhat interested) include: hiking trails (75%), community center (55%), dog park (44%), splash pad (42%), and inclusive playgrounds (38%). We also asked respondents to list any “other” suggestions. The most common here was a pool, safe bike paths, walking paths, and to update or improve the existing playground equipment.

4.0 community needs assessment

Support For a Tax Increase For New Park Amenities

The next question asked respondents to determine if they would support a tax increase to develop new amenities for parks and if so, how much they would support.

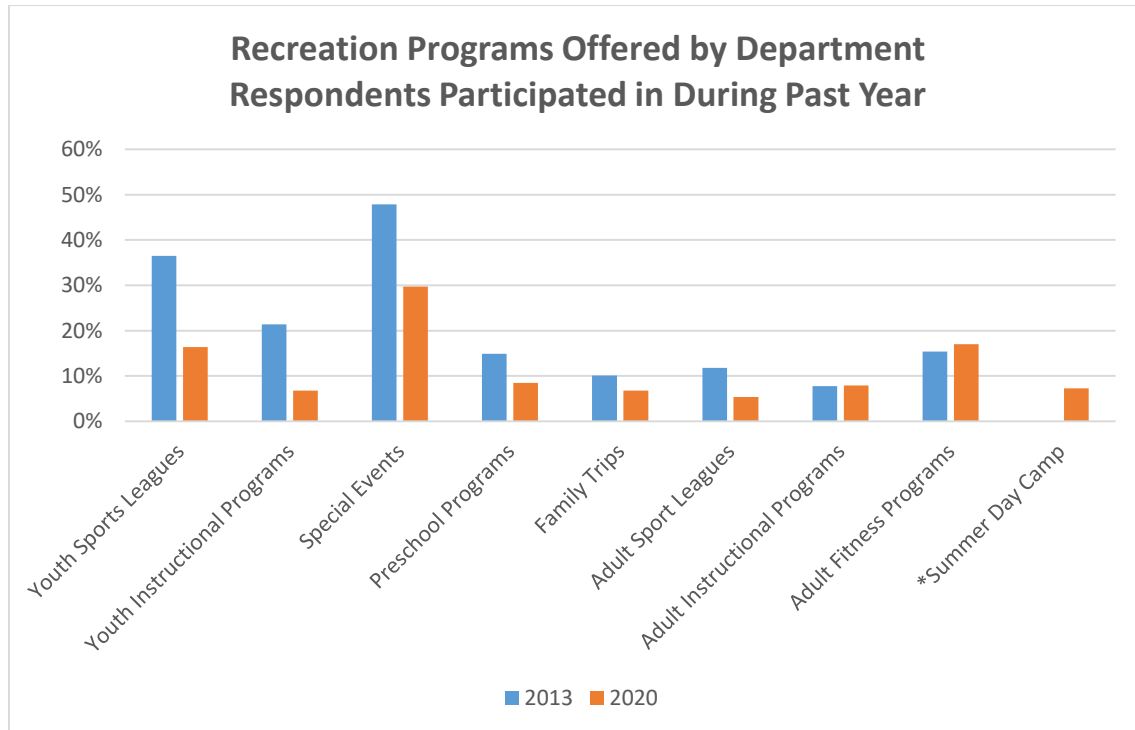


In 2013, the most common answer was none at 30%, however, adding up the three possible tax increases gives 51% in favor of some type of tax increase with 19% not knowing how much they would support. In 2020, we had a change in the most popular answer which is now '\$1-\$5 per month' at 34%. When adding up the three possible tax increases, 60% of respondents are supportive of a tax increase, with 18% not knowing how much they would support.

4.0 community needs assessment

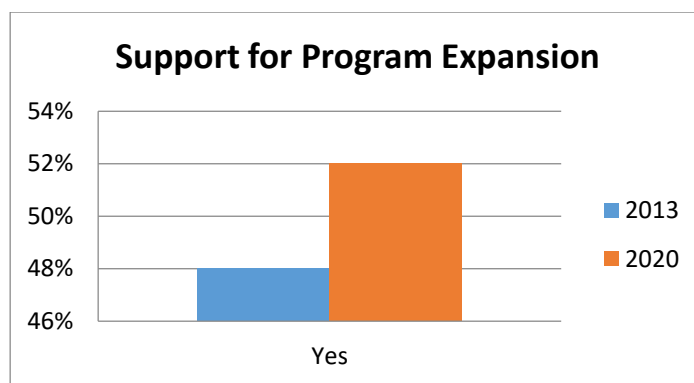
Recreational Program Participation and Expansion

The next series of questions related directly to the programs offered by the Pewaukee Parks & Recreation Department. The first question asked which types of programs respondents or members of their household participated in during the past year. In 2013, the most common response was special events (48%), which continued as the most common answer in 2020 (30%).

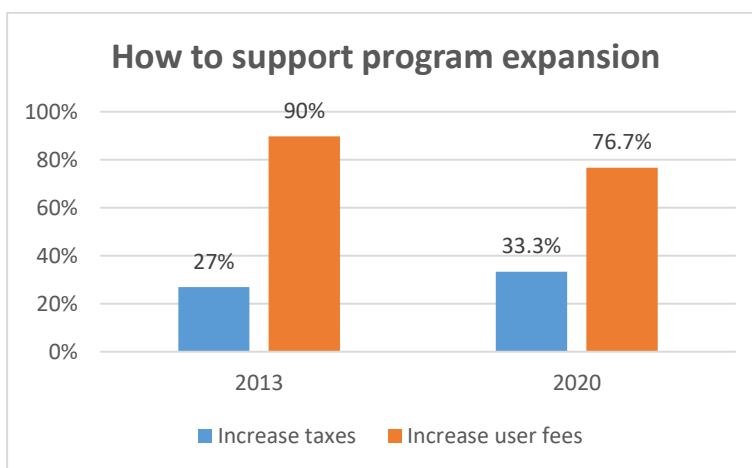


4.0 community needs assessment

The next question asked respondents, “yes or no” if they felt the Pewaukee Parks & Recreation Department should offer more programs, of which 52% of the respondents said yes with 48% saying no. The 2013 response was the inverse, with 48% yes, 52% no. Respondents were then asked to make programming suggestions if they did indeed feel program expansion should occur. The most common responses to that were offering programs in the evening and on weekends, senior programs, recreational (less competitive) youth sports, hiking/trails, more pickleball, preschool programs, and bike trails/connections.

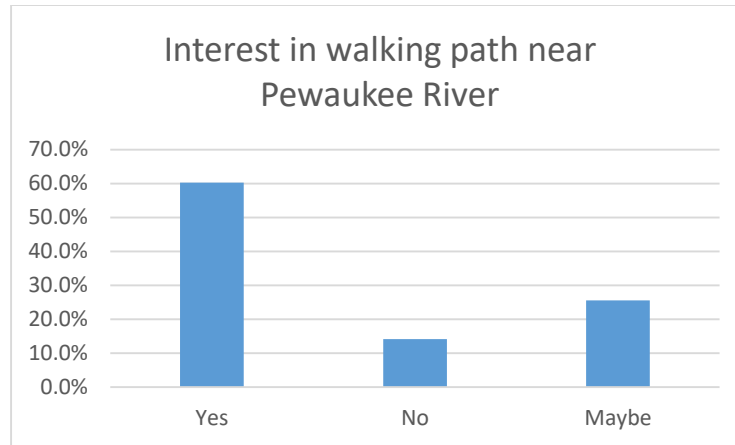


The next question asked the respondent how they would support program expansion, either through an increase in taxes, increase in user fees or perhaps an “other” idea they have on their own. Respondents could choose both as well. The most common response was increase user fees (77%). Only 33% supported a tax increase for program expansion. Also, the most common “other” response was fundraising and sponsorship.



Pewaukee River Walking Path

Question 13 asked respondents if the necessary easement were in place, would they have interest in a walking path near the Pewaukee River. Respondents were interested with a response of 60% yes, 26% maybe, and 14% no.



Respondent Demographics

As noted previously, the last five questions of the survey pertained to demographic information. Those results are detailed below:

Average age of the respondent: 57 years old.

Respondents residing in City: 68%

Respondents residing in Village: 30%

64% of respondents have lived in the area more than 10 years.

64% of respondents were female.



The Pewaukee Parks and Recreation Department strives to continually meet the community's needs for park and recreation services. Please take a moment to tell us how we are doing. Your input will prove valuable in future planning for the Department. If you would prefer to complete this form online, please visit: tinyurl.com/pewaukeep-r

Thank you in advance for your participation.

1. How familiar are you with the Pewaukee Parks and Recreation Department and its services?

☐ Very familiar ☐ Somewhat familiar ☐ Not familiar ☐ I don't know

2. What is your overall satisfaction with Pewaukee Parks and Recreation?

☐ Very satisfied ☐ Satisfied ☐ Unsatisfied ☐ I don't know

3. Regardless if you are familiar with Pewaukee Parks and Recreation, what recreational activities do you participate in either through the Department or other recreational venues? Choose all that apply.

☐ Preschool instructional classes	☐ Parent/child classes	☐ Youth basketball
☐ Youth soccer	☐ Youth volleyball	☐ Youth baseball
☐ Youth instructional classes	☐ Adult fitness classes	☐ Adult basketball
☐ Adult volleyball	☐ Adult soccer	☐ Adult softball
☐ Wellness classes	☐ Family trips	☐ Theater trips
☐ Indoor swimming	☐ Outdoor swimming	☐ Special events
☐ Safety courses	☐ Dance instruction	☐ Archery
☐ Hiking Path		

Other: _____

4. Which of the following parks have you or other members of your household visited in the past year? *(Please check all that apply)*

☐ Balmer Park	☐ Peffer Park
☐ Kiwanis Village Park	☐ Pewaukee Sports Complex
☐ Koepp Park	☐ Simmons Woods Park
☐ Laimon Family Lakeside Park	☐ South Park
☐ Lakefront Park	☐ Springdale Park
☐ Liberty Park	☐ Valley Forge Park
☐ Nettesheim Park	☐ Wagner Park
☐ Opie Park	

5. If you or other members of your household visited one of the parks, which park amenities were utilized? *(Please check all that apply)*

☐ Basketball courts ☐ Sand volleyball courts ☐ Playgrounds
☐ Soccer fields ☐ Baseball diamonds ☐ Walking paths
☐ Picnic shelters ☐ Beach/swimming ☐ Restrooms
☐ Tennis courts Other: _____

6. Overall, how would you or other members of your household rate the conditions of Pewaukee parks?

☐ Excellent ☐ Good ☐ Fair ☐ Poor ☐ Don't know/not applicable

7. What types of improvements, if any, would you like to have done to the current park system?

☐ Acquire more land ☐ Expand existing park land
☐ Add new amenities to existing parks ☐ None

8. The Pewaukee Parks and Recreation Department would like to consider adding new specialized amenities to the existing parks. How interested would you or other members of your household be in the following potential amenities? *(Please mark one box per amenity)*

	Very Interested	Somewhat Interested	Not too interested	Not at all interested
Community Center				
Cross Country Skiing				
Disc Golf				
Dog Park				
Hiking Trails				
Inclusive Playgrounds				
Pickleball Courts (Permanent)				
Skateboard Park				
Splash Pad*				
Other:				

**A splash pad is a playground that includes water features however is not deep like a swimming pool.*

9. Would you support a tax increase to develop new amenities for parks, and if so, how much would you support?

☐ \$1 per month ☐ \$1-5 per month ☐ \$5-10 per month
☐ None ☐ I don't know

10. Which recreation programs offered by Pewaukees Parks and Recreation has your household participated in the past year? *(Check all that apply)*

☐ Adult fitness programs ☐ Adult instructional programs
☐ Adult sport leagues ☐ Family trips
☐ Preschool programs ☐ Special events
☐ Summer Day Camp ☐ Youth instructional programs
☐ Youth sport leagues

Other: _____

11. Would you like to see Pewaukee Parks and Recreation offer more programs?

☐ Yes
☐ No

If yes, what would you like to see? _____

12. How would you support funding program expansion? *(Check more than one if applicable)*

☐ Increase taxes
☐ Increase user fees

Other: _____

13. If the necessary easement were in place, would you have interest in a walking path near the Pewaukee River?

☐ Yes ☐ No ☐ Maybe

14. Are you a resident of the Village or the City of Pewaukee?

☐ Village ☐ City ☐ Don't know

15. How long have you lived in the either the City or Village of Pewaukee?

☐ Less than 3 years
☐ 3-5 years
☐ 6-10 years
☐ More than 10 years

16. What members of your household visited or used Pewaukee parks within the last year?

☐ Adults
☐ Children
☐ Both
☐ Neither

17. What is your gender?

☐ Female
☐ Male
☐ Prefer not to say

18. Please list the ages of all members of your household, starting with your age first.

_____, _____, _____, _____, _____, _____, _____, _____, _____, _____

19. Do you have any additional comments?

4.0 community needs assessment

Special Interest Groups

Interest groups play a large role as users of the park system in Pewaukee. Many of these organizations were started before the Parks & Recreation Department became a full time, full service organization. These groups have a long history and have been run by volunteers from within the community.

Pewaukee Sussex United Soccer

The Pewaukee Sussex United Soccer club typically has over 350 Pewaukee participants per year. Their season runs from fall to spring each year. They currently utilize Pewaukee Sports Complex, Wagner and Balmer Parks for games and practices.

Pewaukee Youth Baseball

Pewaukee Youth Baseball typically has over 450 participants per year between their club and recreation programs. Their season is roughly three months long. The parks hold around 300+ games weeknights throughout the summer. This group uses Pewaukee Sports Complex, Balmer, Wagner, Liberty, Kiwanis Village and South Parks for games. Practices include those parks as well as Nettesheim, Springdale and Valley Forge. The Department has assisted with scheduling and diamond preparation for this group since 2005.

Both of these parent-run organizations seem to be growing at a steady pace. Between these two groups, there is significant use of soccer fields and ball diamonds from the start of spring to the end of fall. In 2020, the groups began working closely together to help alleviate some of the overlap at places like Balmer Park.

Land O'Lakes Baseball – Pewaukee Muskies

The Land O'Lakes Baseball team is an adult team that plays baseball against other teams in the Lake Country area. This team has been in existence for since the 1920s and typically uses Kiwanis Village Park for practices and games. These games are scheduled by a league administrator. The Muskies currently operate under the park ball diamond rental fee structure.

Pewaukee School District

4.0 community needs assessment

The Pewaukee School District also utilizes Kiwanis Village Park for its junior varsity and freshman baseball teams. The varsity team is currently allowed to utilize the baseball diamond at Waukesha County Technical College which the Department grooms and lines for them prior to games.

Beyond all these special interest groups there are several others who either have long term field or building rentals or hold large special events at the parks. This list is not exhaustive but includes groups such as Positively Pewaukee, Kiwanis, 4-H, and Southwest Christian Homeschool group. Large special event rentals not only impact the park but also the staff.

All of these groups need to be considered when planning the future of the Pewaukee Parks & Recreation Department. The Pewaukee Sports Complex has helped provide space for these user groups. As field conditions improve, the goal is to continue moving practices and league games to the Complex, allowing for other parks to serve our community differently. As this transition occurs, these other parks may be slotted for other special needs or amenities as requested by survey respondents.

Joint Board Session

The Joint Board reviewed the survey findings during one of their regularly scheduled monthly meetings. The Board was given the survey findings report one week prior to the discussion. Overall the Board was pleased not only with the satisfaction of the Department but also with the response rate.

Lastly, the Board felt there is interest in adding other amenities to the parks to make them more specialized.

4.0 community needs assessment

Staff Session

The full-time staff reviewed the survey findings report as well. They felt there was not much information from the survey that surprised them. Staff were very eager to share their suggestions on how to continue improving our parks and recreational operations. There was discussion in regards to the volume of comments relating to bike paths throughout the City and Village and that the community thought that would fall under Parks & Recreation.

The staff would like to see the parks in the community become more specialized and have increased availability as the sports complex stabilizes to increase use as well as allow for different types of events to be created.

In general, the staff was pleased with the survey findings and felt although there is always room for improvement they stand rather well in the community.

5.0 goals and objectives

Simply put, goals offer the “why” to explain the logic behind the task or objective. A goal sets the fundamental, long term direction that the organization wishes to accomplish. Goals are the major categories of the unfulfilled needs that an agency is trying to correct. Objectives are sub-categories of goals. Objectives are important because they need to be accomplished before goals can be completed. Objectives are also specific and can be measured and evaluated. The goals in this plan exist as a result of public, board, and staff input. The objectives resulted from the same input.

The heart of the study is the open and transparent public planning process. This included staff input as well as a mail survey. The data provides powerful insight into the view of the public toward parks and recreation in Pewaukee’s future.

2021-2025 Comprehensive Plan Goals and Objectives

Comprehensive Plan Recommendations

This section includes the goals and objectives that have evolved from the survey, Joint Board, public, and staff input. These will be broken into sections including administrative, recreation programs, development, and park maintenance along with any associated costs that these objectives might entail.

Area 1: Administrative Goals

Goal: Increase knowledge of and visibility of the Department within the community.

Objectives:

Develop a marketing plan to increase visibility of the Department.	\$0
Participate in and represent Department in a variety of local and county wide civic organizations.	\$0
Mail activity guide to all Pewaukee residences three times per year.	\$5,000/year above current
Continue to utilize and expand seasonal activity guide to include more community based activities, resources and events.	Page expansion cost

5.0 goals and objectives

Goal: Increase funding of the Pewaukee Parks & Recreation Department operations.

Objectives:

Encourage the development of new private/public partnerships which enhance the community's ability to accommodate the demand for public recreational facilities.	\$0
Monitor and apply for county, state, and federal grant funding which can aid in the purchase or development of required park system improvements.	Matching grants
Continue to foster a relationship with the "Friends of the Parks of Pewaukee" to help with community relations as well as to assist with fundraising for park development.	\$0
Maximize revenues while remaining competitive in the marketplace for park rentals and recreation programs.	\$0
Seek sponsorships and potential naming rights for major parks and facilities within the park system.	\$0
Update the Pewaukee Joint Comprehensive Park and Open Space Plan every five years to provide the city and village with a period of funding eligibility.	\$5,000

Goal: Improve and increase staff development efforts and provide necessary support.

Objectives:

Fund staff attendance at national and state conferences.	\$5,000
Send staff to workshops and professional development opportunities.	\$500-1,000

5.0 goals and objectives

Provide adequate staffing levels to administer programs and maintain parks. Based on need

Provide adequate office space and department equipment. Based on need

Provide opportunities for additional staff training through agencies and organizations such as WPRA, WDNR, WRC, and others. \$0-1,000

Area 2: Recreation Program Goals

Goal: Expand program offerings and opportunities in the community.

Objectives:

Create additional non-traditional revenue streams such as sponsorships, partnerships, and new events. TBD

Offer additional programs in the areas of: adults, water/lake related programs, special events, evening and weekend programs, and outdoor winter recreation. Program costs

Consider hiring a Recreation Coordinator to help oversee additional opportunities. % of Full-Time

Goal: Provide more opportunities for pickleball for Pewaukee residents.

Objectives: Convert (when renovating existing surface) an existing tennis court to permanent pickleball courts or multi-use courts for the use of passive recreation. \$40,000-80,000

Develop pickleball clinics, leagues or tournament play. \$0

5.0 goals and objectives

Area 3: Park Maintenance Goals

Goal: Update South Park playground equipment and grading for a safe, enjoyable playground.

Objectives:

Replace playground equipment that was removed due to lack of safety. Replace additional pieces at the end of their lifespan.

City Capital
Playground
Budget

Improve grading issues to prevent park flooding of playground, ball diamonds and other park amenities.

TBD / Joint
project with
Highway Dept

Goal: Improve ball diamond conditions throughout the Parks system.

Objectives:

Remove the lip between infield dirt and outfield grass, grade infields and add appropriate ball diamond mix at Nettesheim (2 diamonds), Kiwanis Village (3 diamonds).

\$10,000

Remove weeds and create formal warning track at Pewaukee Sports Complex (4 diamonds).

TBD / Joint
project with
Highway Dept

Goal: Create diversity among park amenities throughout our Parks system.

Objectives:

Develop all-inclusive playground and splash pad at Pewaukee Sports Complex.

Sponsorships,
grants, impact
fees

Determine the best use for Balmer Park woods and complete the redevelopment to either disc golf, dog park, or other purpose.

\$3,000 +
donations

5.0 goals and objectives

Consider 'Ninja playground' instead of traditional replacement equipment.	Playground equipment replacement plan
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Determine the possibility of a dog park in our park system and move forward with an appropriate plan.	\$3,000-10,000
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Area 4: Development Goals

Goal: Keep the public informed of current development projects.

Objective:

Develop an area on the Department website that includes updates on park projects. Promote through social media.	\$0 / Staff time
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Goal: Increase the amount and total distance of walking trails in our parks system.	TBD
--	-----

Objectives:

Add walking trail to Pewaukee Sports Complex.	\$0-100,000 + donations / sponsorships
---	---

Install fitness equipment along walking trail at Pewaukee Sports Complex.	Grants / Sponsors
---	-------------------

Improve Simmons Woods trail system signage, trail markers, and entrance aesthetic.	\$1,500
--	---------

Investigate opportunities for easement and installation of path along Pewaukee River in the Village. Support Pewaukee River Partnership and communicate with DNR of opportunities for this project.	Grants / Donations / Sponsorships / \$TBD
---	--

5.0 goals and objectives

Goal: Plan and implement changes in Lakefront Park to maximize use and accessibility among swimmers, boaters, fishermen and lake visual users.

Objectives:

- | | |
|--|-------------------------|
| Improve and/or increase size of swim area to accommodate more people including people with disabilities. Limit interactions between boat shore docking and swimmers. | TBD |
| Increase the amount of transient boat docking slips while accommodating those with disabilities. | Grants,
Sponsorships |
| Design and build the next generation fishing pier and boardwalk area while increasing access to individuals with disabilities. | TBD |
| Remove obstacles including concrete seating area to avoid tripping hazards and allow for more efficient park maintenance. | Staff time |

Goal: Plan and further develop unused areas of Koepp Riverside Park.

Objectives:

- | | |
|--|---------------------------|
| Develop seating areas and shelter allowing for accessible passive use, as well as natural garden areas. | TBD |
| Utilize nature area at the north end of the park including walking paths and accessible seating. This would require the removal of brush and shrubs. | \$5,000 |
| Complete a river walk bridge between the current walkway and park shore. | \$5,000 &
Partnerships |

Goal: Create a vision and implement improvements to the area currently containing the Pewaukee Athletic Association fields and structures at Kiwanis Village Park.

5.0 goals and objectives

Goal: Lead discussions to develop and build a future joint City/Village Community Center.

Objective:

To be managed by Joint Parks & Recreation Department.

Staff time

Provide access for the community for recreation programs and meetings.

N/A

6.0 conclusion

A plan is only as good as its ability to be implemented. The previous section outlined specific goals and objectives that have the ability to make the Pewaukee Parks & Recreation Department a stronger and more successful organization.

The end goal of this plan is to set priorities for the Department followed by the support of the elected officials through funding various goals and objectives set forth in this plan. It is important to have a clear funding picture for the projects of this comprehensive plan to get the necessary buy-in at all levels within the organization. This will ensure the financial monies are in place during the upcoming budget years to move forward with each component of the plan.

The Pewaukee Parks & Recreation Department seems to fit well within the community and many of the citizens rely on it to meet their recreational needs. However, no Department is perfect and there is always room for improvement. The Pewaukee Parks & Recreation Department should continue to work on public relations and advertising to the community who they are and what they offer.

As for the parks, maintenance is handled well. It is suggested however for the Department to look into "specializing" the parks with unique amenities to make them more attractive to the community and perhaps see an increase in use, especially now that the Pewaukee Sports Complex is developed.

All of the goals listed in this plan are certainly attainable and most importantly, measurable. It is helpful for governing boards to understand what the future of the Department is and this plan should assist in clearly creating that picture.

**CITY RESOLUTION #20-12-26
VILLAGE RESOLUTION #2020-22
APPROVING THE JOINT PARKS AND
RECREATION COMPREHENSIVE PLAN
OF THE CITY & VILLAGE OF PEWAUKEE, WISCONSIN
DATED DECEMBER, 2020**

WHEREAS, the Village and City of Pewaukee established the Pewaukee Joint Parks and Recreation Board (the “Board”) in January 1997.

WHEREAS, the Board agreed to update/revise the *2006 Addendum to the Joint Comprehensive Park and Open Space Plan*;

WHEREAS, the Board’s objectives for the plan include the following: (1) to have for reference and information for the on-going administration of their duties as a Board, a plan that will serve to build on an existing base of recreation and park facilities but will additionally consider and accommodate proper planning for the substantial population growth that the community of Pewaukee has experienced since the late 1980’s; and to have a plan that speaks to current trends and community desires for the provision of specific kinds of recreation facilities, parks and open space and (2) to position the Village and City of Pewaukee for submittal of funding applications for various grant programs to the Wisconsin Department of Natural Resources for at least the next five years;

WHEREAS, after an objective and impartial review/evaluation of community needs, public input via surveys, and significant effort by the Board, staff and others, a plan has been developed which addresses the Board’s objectives.

WHEREAS, this plan is in the best interest of and will benefit the citizens of the Village and City of Pewaukee for years to come;

THEREFORE BE IT RESOLVED that the Village Board of the Village of Pewaukee and the Common Council of the City of Pewaukee hereby approve the Joint Parks and Recreation Comprehensive Plan of the City & Village of Pewaukee.

Dated this _____ day of December, 2020.

Jeff Knutson
Village of Pewaukee President

Steve Bierce
City of Pewaukee Mayor

Attest:

Cassie Smith
Clerk/Treasurer
Village of Pewaukee

Kelly Tarczewski
Clerk/Treasurer
City of Pewaukee

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

DATE: December 7, 2020

DEPARTMENT: Employee Services

PROVIDED BY:

SUBJECT:

Discussion and Possible Action to Waive the Second Reading and Approve **Ordinance 20-09** Related to the Salaries of Non-Union Employees [Woldanski]

BACKGROUND:

FINANCIAL IMPACT:

RECOMMENDED MOTION:

ATTACHMENTS:

Description

Non-Union Salaries

ORDINANCE NO. 20-09**ORDINANCE TO FIX AND ESTABLISH THE AMOUNT OF SALARIES, WAGES AND ALLOWANCES WHICH SHALL BE PAID BY THE CITY OF PEWAUKEE TO ITS NON-UNION EMPLOYEES**

The Common Council of the City of Pewaukee does ordain as follows:

SECTION 1. Beginning January 1, 2021, and every two weeks thereafter, the annual, bi-weekly, and hourly rates of the elected and appointed officials of the City of Pewaukee, and certain special allowances to be paid, are hereby fixed at the following rates:

(A) ELECTED OFFICIALS**ANNUAL**

Mayor	\$ 10,500.00
Aldermen	\$ 6,500.00
Municipal Judge Elect (<i>spring 2021</i>)	\$ 16,589.00

(B) ELECTION OFFICIALS**PER HOUR**

Chief Inspectors	\$10.00
Poll Workers	\$ 8.50

(C) APPOINTED OFFICIALS**ANNUAL**

Administrator	\$107,640.00
Assessor	\$ 88,142.00
Deputy Assessor	\$ 69,784.00
Clerk/Treasurer	\$ 89,631.00
Chief of Fire Department	\$125,660.00
Assistant Fire Chief	\$108,077.00
Deputy Fire Chief	\$ 95,790.00
Division Chief EMS	\$ 90,603.00
Battalion Chiefs FT	\$ 88,811.00 – \$92,920
DPW Director	\$113,281.00
Chief Engineer - Utility	\$ 87,338.00
Chief Engineer – Streets & Development	\$ 81,600.00
Civil Engineer	\$ 61,699.00
Street Superintendent	\$ 83,534.00
Director of People & Culture	\$103,060.00
IT Director	\$ 90,212.00
Park/Recreation Director	\$ 80,063.00
Recreation Supervisor	\$ 71,926.00
Parks Maintenance Supervisor	\$ 65,583.00
Planner/Community Development Director	\$105,574.00
Utility Manager	\$ 89,189.00

(D) HOURLY EMPLOYEES

	<u>HOURLY</u>
Building Services Administrative Assistant	\$ 23.90
Building Inspector – FT	\$ 28.65 - \$32.20
Accountant	\$ 36.20
Clerk Treasurer Administrative Assistant	\$ 21.73
Court Administrator	\$ 27.03
Clerk – Court PT	\$ 20.85
Deputy Clerk/Comm. Dev. Coordinator	\$ 29.41
Accounting & Payroll Specialist	\$ 24.34
Park and Rec/Building Insp. Administrative Assistant	\$ 19.03
Senior Engineering Technician	\$ 29.87 - \$30.31
Engineering Technician	\$ 27.40
Administrative Clerk – Police	\$ 19.25
Employee Services Coordinator PT	\$ 25.65
Assessing Staff	\$ 13.00 - \$25.00
Fire Inspector – PT	\$ 22.19
Fire Administrative Assistant	\$ 24.48
Fire Paid-On Premise ~ EMT/FF	\$ 12.50
Fire Paid-On Premise ~ Paramedic	\$ 17.00
Fire Paid-On Premise ~ Paramedic/Driver	\$ 20.00
Paid-On-Premise ~ Holiday Stipend	\$ 75.00 per 12-hr Duty Shift
Division Chief Shift Premium	\$250.00 per 12-hr Duty Shift
Fire Paid-On-Premise Division Chief	\$ 24.65
Parks Foreman	\$ 24.07
Parks Laborer	\$ 19.59 - \$20.70
Parks Maintenance – Seasonal PT	\$ 9.00 - \$14.00
Recreation Staff – Seasonal PT	\$ 8.00 - \$35.00
Recycling Attendant – PT	\$ 15.30 - \$15.81
Highway – Seasonal	\$ 25.00 - \$26.00
Highway – Streets Crew Leader	\$ 32.14
Highway – Mechanic	\$ 31.66
Highway – Laborer	\$ 27.31 - \$31.12
Utility Superintendent	\$ 36.47
Water Operator	\$ 29.73 - \$31.17
Utility Billing Specialist	\$ 25.64
Public Works – Administrative Assistant	\$ 23.70

SECTION 2. The amounts herein before specified shall be the salaries and wages in full per year, per bi-weekly, per hour, or as specified, for the various officials and employees, subject to the following:

MILEAGE: Reimbursement for mileage shall be paid to all employees who are authorized by their department head/supervisor to use their personal vehicles for city purposes, and who do not currently receive a monthly/ quarterly car allowance. Reimbursement shall be made

at the current federal rate, for actual mileage incurred. A Mileage Reimbursement form shall be filed with the City Clerk on a monthly basis for all reimbursement requests before any such payment shall be made.

The Mayor will receive an annual mileage stipend of \$1,350.00 and each Common Council Members will receive an annual mileage stipend of \$800.00.

SECTION 3. Employees shall be covered under the State of Wisconsin Retirement System (“WRS”) effective January 1, 2011. The City will pay the employer contribution to the WRS as required by law, which effective January 1, 2020 is 6.75% for general employees.

SECTION 4. Effective January 1, 2013, all non-union employees opting to participate in the City’s health, dental and/or vision insurance plans, shall contribute fifteen (15%) percent towards their monthly health, dental and vision insurance premium costs via payroll deduction on a biweekly basis. If the employee (and spouse where applicable) participates in the City’s wellness program, benefited non-union employees may qualify for health insurance premium discounts as outlined in the City’s wellness plan.

SECTION 5. This ordinance shall not be printed or published as part of the Pewaukee Municipal Code.

SECTION 6. This ordinance shall take effect beginning January 1, 2021.

Dated this 7th day of December, 2020.

CITY OF PEWAUKEE

ATTEST:

Steve Bierce, Mayor

Kelly Tarczewski, City Clerk

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

DATE: December 7, 2020

DEPARTMENT: Employee Services

PROVIDED BY:

SUBJECT:

Discussion and Possible Action to Waive the Second Reading and Approve **Ordinance 20-10** Related to the Salaries of Union Employees [Woldanski]

BACKGROUND:

FINANCIAL IMPACT:

RECOMMENDED MOTION:

ATTACHMENTS:

Description

20-10 Union Salaries

ORDINANCE NO. 20-10**ORDINANCE TO FIX AND ESTABLISH THE AMOUNT OF SALARIES, WAGES AND ALLOWANCES WHICH SHALL BE PAID BY THE CITY OF PEWAUKEE TO ITS UNION EMPLOYEES**

The Common Council of the City of Pewaukee does ordain as follows:

SECTION 1. Beginning January 1, 2021, and every two weeks thereafter, the hourly rates of the union employees of the City of Pewaukee, and certain special allowances to be paid, are hereby fixed at the following rates:

<u>FIRE DEPARTMENT</u>	<u>HOURLY RATE</u>
<u>Firefighter</u>	
1 st year	\$21.04
2 nd year	\$22.10
3 rd year	\$23.12
4 th year	\$24.14
5 th year	\$25.64
<u>Inspection Technician</u>	
1 st year	\$21.56
2 nd year	\$22.65
3 rd year	\$23.71
4 th year	\$24.75
5 th year	\$26.28
<u>EMT-P</u>	
1 st year	\$22.10
2 nd year	\$23.18
3 rd year	\$24.28
4 th year	\$25.35
5 th year	\$26.92
<u>Lieutenant</u>	
1 st year	\$23.19
2 nd year	\$24.35
3 rd year	\$25.49
4 th year	\$26.61
5 th year	\$28.25
Lieutenant-Paramedic Allowance	\$750.00 per year
Paramedic Preceptor Allowance	\$250.00 per year

Uniform Allowance

\$450.00 per year

SECTION 2. The amounts herein before specified shall be the salaries and wages in full per year, per bi-weekly, per hour, or as specified, for the various officials and employees, subject to the following:

MILEAGE: Reimbursement for mileage shall be paid to all employees who are authorized by their department head/supervisor to use their personal vehicles for city purposes, and who do not currently receive a monthly/ quarterly car allowance. Reimbursement shall be made at the current per mile reimbursement rate in effect for the State of Wisconsin employees, for actual mileage incurred. A Mileage Reimbursement form shall be filed with the City Clerk on a monthly basis for all reimbursement requests before any such payment shall be made.

SECTION 3. Employees shall be covered under the State of Wisconsin Retirement System (“WRS”) effective January 1, 2011. The City will pay the employer contribution to the WRS as outlined in Acts 10 and 32, which effective January 1, 2021 is 11.84% for protective services.

SECTION 4. Effective January 1, 2013, all benefited union employees opting to participate in the City’s health, dental and/or vision insurance plans shall contribute fifteen (15%) percent towards their monthly health, dental and vision insurance premium costs via payroll deduction on a biweekly basis. If the employee (and spouse where applicable) participates in the City’s wellness program, benefited union employees may qualify for health insurance premium discounts as outlined in the City’s wellness plan.

SECTION 5. This ordinance shall not be printed or published as part of the Pewaukee Municipal Code.

SECTION 6. This ordinance shall take effect beginning January 1, 2021.

Dated this 7th day of December, 2020.

CITY OF PEWAUKEE

ATTEST:

Steve Bierce, Mayor

Kelly Tarczewski, City Clerk

**CITY OF PEWAUKEE
COMMON COUNCIL AGENDA ITEM 7.**

DATE: December 7, 2020

DEPARTMENT: Planning

PROVIDED BY:

SUBJECT:

Discussion and Action Regarding **Ordinance 20-11** to Rezone Land Located on Watertown Road (PWC 0960-988) from UC Upland Conservancy, F-1 Floodplain, I-1 Urban Institutional, LC Lowland Conservancy, Rm-3 Multi-Family Residential, Rs-4 Single-Family Residential, M-2 Limited Industrial and B-6 Mixed Use Business to P-1 Park and Open Space, UC Upland Conservancy, F-1 Floodplain and LC Lowland Conservancy for the Purpose of Constructing a 5-Stall Parking Lot for the Regional Trail that Will be Built on the County-Owned Abandoned Railroad Corridor As Requested by the Waukesha County Department of Public Works [Fuchs]

BACKGROUND:

FINANCIAL IMPACT:

RECOMMENDED MOTION:

ATTACHMENTS:

Description

Waukesha County Trail Staff Report

Waukesha County Trail Rezoning Petition

Ordinance 12.11 Waukesha County Rezone



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 November 19, 2020

Date: November 10, 2020

Project Name: Waukesha County Pewaukee to Brookfield Trail

Project Address/Tax Key No.: Not Assigned/PWC 0960988

Applicant: Waukesha County

Property Owner: Waukesha County and Dept. of Public Works

Current Zoning: I-1 Urban Institutional District, Rm-3 Multiple-Family Residential District, Rs-4 Single-Family Residential District, M-2 Limited Industrial District, B-6 Mixed Use Business District, UC Upland Conservancy District, LC Lowland Conservancy District, and F-1 Floodplain District

Proposed Zoning: P-1 Park and Open Space District and UC Upland Conservancy District, LC Lowland Conservancy District, and F-1 Floodplain District

2050 Land Use Map Designation: Transportation

Use of Surrounding Properties: Commercial, institutional, residential, and areas of natural resource features

Project Description/Analysis:

The applicant submitted a Rezoning Application and Site and Building Plans for the construction of a recreational trail and trailhead for the Waukesha County Pewaukee to Brookfield Trail. The trail extends through the City of Pewaukee via an abandoned railroad right-of-way that is owned by Waukesha County. The 5-stall parking lot and trailhead are located within this Waukesha County owned land, just to the southwest of Watertown Road and to the southeast of the GE Precision Healthcare property at N16W22419 Watertown Road.

Rezoning

The Waukesha County property is currently zoned I-1, Rm-3, Rs-4, M-2, B-6, UC, LC and F-1 districts. As requested by staff, the applicant has submitted a rezoning request to amend the entire trail corridor to P-1 Park and Open Space District, except for the environmental zoning districts that remain applicable, such as the F-1 District and any remaining LC District that is not disturbed.

The P-1 Park and Open Space District best accommodates the trail and trailhead use, which generally allows recreational type uses and lists "Paved off-street parking areas" as a Permitted Accessory Use.

Site Plan

The site and building plan submittal includes details of the trailhead and trail. The regional trail is a 10-foot wide asphalt trail. The trailhead parking spaces are 10-feet wide and 20-feet long and the drive aisle width is 18-feet.

The County will be clearing the area needed for the trailhead and trail throughout the corridor. Within the trailhead location, the applicant is proposing to plant five Iowa Juniper trees and one Pagoda Dogwood as well as utilizing a tall grass prairie seed mix around the drive, parking and trail area.

It can be noted that trails are allowed within the F-1 Floodplain District, which permits non-structural recreational uses, subject to certain fill limitations (see Section 17.0435l.(5)). Much of the regional trail will be developed within floodplain and floodway areas. According to the applicant, the base flood elevation will not be raised and the development is in compliance with Section 17.0435l.(5) and 17.0435g of the Zoning Code.

Staff recommends that:

1. The applicant shall obtain and provide a copy to the City of all necessary permits from the Wisconsin Department of Natural Resources and any other required approval agency prior to any land disturbance activities.
2. Final grading, erosion control and storm water management plans shall be submitted for approval by the Engineering Department prior to any land disturbance.

Signage

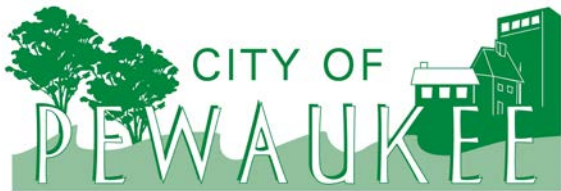
Currently the only proposed signage are directional signs, which are allowed without a permit per Section 17.0708f.

Any other signage, if proposed in the future, must comply with all standards set forth in Section 17.0700 of the City's Zoning Code and require separate review and approval by the City Planner as well as a Sign Permit from the Building Services Department prior to installation.

Recommendation:

A motion to recommend approval of the rezoning request to rezone property bearing Tax Key No. 0960998 from I-1 Urban Institutional District, Rm-3 Multiple-Family Residential District, Rs-4 Single-Family Residential District, M-2 Limited Industrial District, B-6 Mixed Use Business District, UC Upland Conservancy District, LC Lowland Conservancy District, and F-1 Floodplain District to P-1 Park and Open Space District and UC Upland Conservancy District, LC Lowland Conservancy District, and F-1 Floodplain District.

A motion to approve the proposed building and site plans for the Waukesha County Pewaukee to Brookfield Trail, subject to staff recommended conditions of approval and approval of the concurrently submitted rezoning request.



Office of the Planner & Community Development Director
W240 N3065 Pewaukee Road
Pewaukee, Wisconsin 53072
Phone (262) 691-0770
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PETITION FOR A REZONING DISTRICT MAP AMENDMENT

TO THE HONORABLE MAYOR AND COMMON COUNCIL OF THE CITY OF PEWAUKEE, WAUKESHA COUNTY, WISCONSIN

The undersigned hereby petitions the Common Council of the City of Pewaukee, Waukesha County, Wisconsin to
rezone the following property **FROM** UC Upland Conservancy, F-1 Floodplain, I-1 Urban Institutional, LC Lowland Conservancy, Rm-3 Multiple-family Residential, Rs-4 Single-family Residential, M-2 Limited Industrial, and B-6 Mixed-use Business
zoning district(s) **TO** P-1 Park, UC Upland Conservancy, F-1 Floodplain and LC Lowland Conservancy zoning district(s):

Legal description of property to be rezoned – Please attach.

Common property description or name: N/A

Property Address: N/A **Tax Key Number(s):** PWC 0960988

Property owner(s) (Full Legal Name): Waukesha County and Department of Public Works

Owner's Address: 515 W. Moreland Blvd., Room AC148 **City/State/Zip:** 53188

Phone: 262.548.7793 **Email:** ssiodlarz@waukeshacounty.gov

This amendment to the zoning map is being proposed in order to allow for the construction of a 5-stall parking lot for the regional trail that will be built on the County-owned abandoned railroad corridor.

Applicant (Full Legal Name):

Name: Stephen Siodlarz

Company: Waukesha County

Address: 515 W. Moreland Blvd., Rm AC230

City/State/Zip: Waukesha, WI 53188

Phone: 262.548.7793

Email: ssiodlarz@waukeshacounty.gov

Contact Person (Full Legal Name):

Name: Stephen Siodlarz

Company: Waukesha County

Address: 515 W. Moreland Blvd., Rm AC230

City/State/Zip: Waukesha, WI 53188

Phone: 262.548.7793

Email: ssiodlarz@waukeshacounty.gov

Rezoning submittals must include and be accompanied by the following:

- ☒ This Application form accurately completed with original signatures.
- ☒ Application Filing Fee, payable to the City of Pewaukee:
 - o \$400.00, plus cost for publication, notice and all attorney fees related to Project
- ☒ Five (5) complete collated sets of Application materials to include:
 - o A written project narrative detailing the request and proposed zoning as well as any future development plans or any proposed site or building improvements.
 - o A Rezoning Exhibit that illustrates the property boundaries, areas to be rezoned and specifically notes the existing and proposed zoning.
 - o Building and Site Plans as may be applicable.
- ☒ All application materials provided in a digital format (Adobe PDF). Materials may be submitted on a USB Flash Drive or emailed to hurd@pewaukee.wi.us.
- ☒ Note twelve (12) additional sets of plans will be required for Plan Commission following staff review of the initial submittal. These plans should be revised in response to staff comments as may be necessary.



Office of the Planner & Community Development Director
W240 N3065 Pewaukee Road
Pewaukee, Wisconsin 53072
Phone (262) 691-0770
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The applicant and property owner(s) hereby certify that:

- 1) all statements and other information submitted as part of this application are true and correct to the best of applicant's and property owner(s)' knowledge;
- 2) the applicant and property owner(s) has/have read and understand all information in this application; and
- 3) the applicant and property owner(s) agree that any approvals based on representations made by them in this Application and its submittal, and any subsequently issued building permits or other type of permits, may be revoked without notice if there is a breach of such representation(s) or any condition(s) of approval.

By execution of this application, the property owner(s) authorize the City of Pewaukee and/or its agents to enter upon the subject property(ies) between the hours of 7:00 a.m. and 7:00 p.m. daily for the purpose of inspection while the application is under review. The property owner(s) grant this authorization even if the property has been posted against trespassing pursuant to Wis. Stat. §943.13.

(The applicant's signature must be from a Managing Member if the business is an LLC, or from the President or Vice President if the business is a corporation. A signed applicant's authorization letter may be provided in lieu of the applicant's signature below, and a signed property owner's authorization letter may be provided in lieu of the property owner's signature[s] below. If more than one, all of the owners of the property must sign this Application).

PETITIONER'S/APPLICANT'S SIGNATURE: Stephen Siodlarz

NAME & TITLE (PRINT): Stephen Siodlarz, Landscape Architect

SIGN AND DATED this 23rd **day of** September, 2020.

PROPERTY OWNER'S SIGNATURE: Stephen Siodlarz

NAME & TITLE (PRINT): Stephen Siodlarz, Landscape Architect

SIGN AND DATED this 23rd **day of** September, 2020.

PROPERTY OWNER'S SIGNATURE: _____

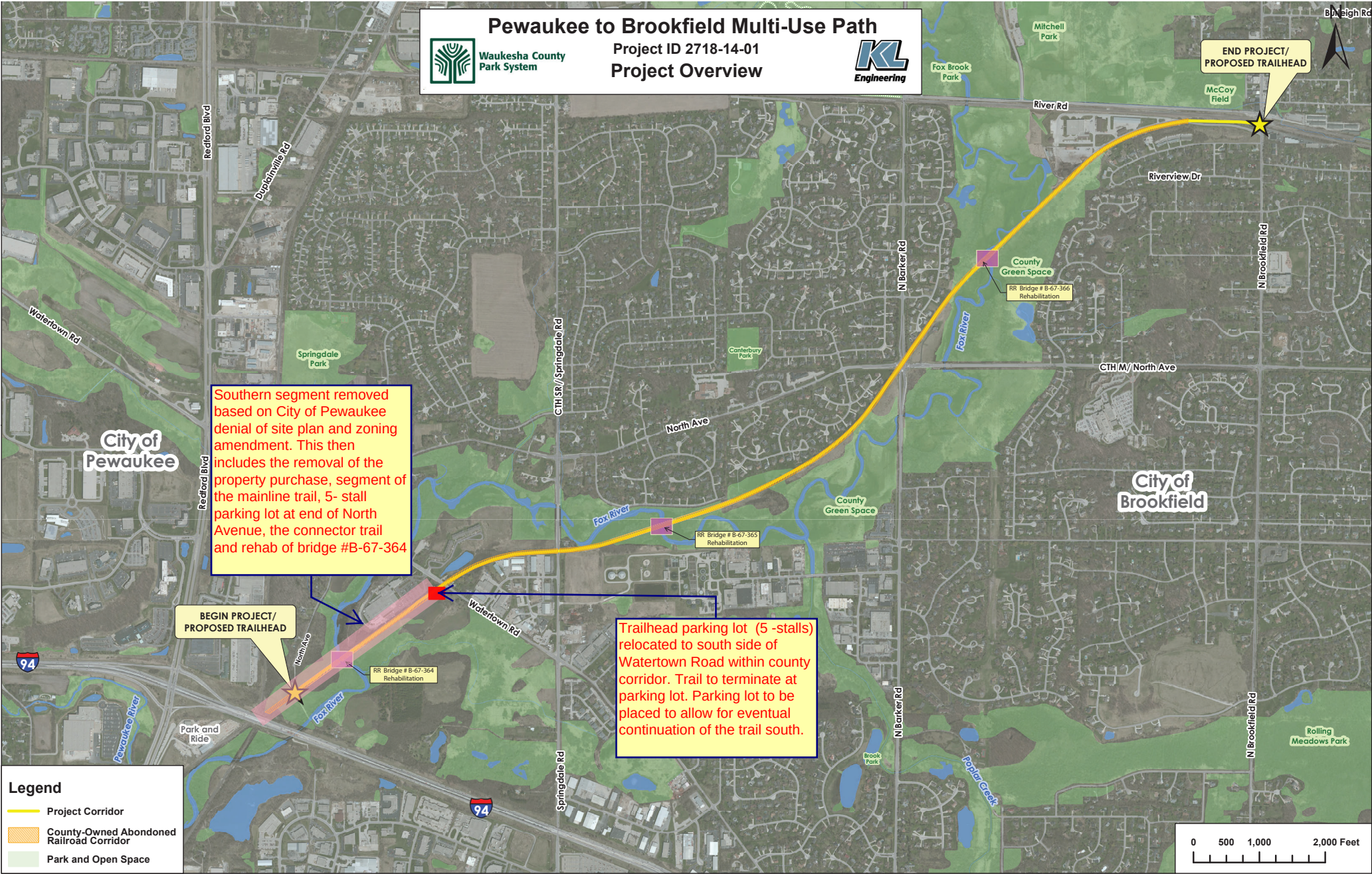
NAME & TITLE (PRINT): _____

SIGN AND DATED this _____ **day of** _____, _____.

City Staff-

RECEIVED at City Hall by: _____ on _____

Fee paid: \$ _____ Date: _____



LEGAL DESCRIPTION:

ALL THAT PART OF THE NORTHEAST 1/4 AND THE SOUTHWEST 1/4 AND THE SOUTHEAST 1/4 OF SECTION 24, TOWN 7 NORTH, RANGE 19 EAST, IN THE TOWN OF PEWAUKEE [NOW CITY OF PEWAUKEE], WAUKESHA COUNTY, WISCONSIN, BOUNDED AND DESCRIBED AS FOLLOWS:

A STRIP OF LAND 66 FEET WIDE CONTINUING SOUTHWESTERLY THROUGH THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 24 AND THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 24 AND THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 24 AND THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 24 TO AN END POINT APPROXIMATELY 900 FEET EAST AND 100 FEET NORTH OF THE SOUTHWEST CORNER OF SECTION 24.

Existing Zoning City of Pewaukee Rezoning Permit Narrative

Waukesha County in cooperation with WisDOT will be constructing the Pewaukee to Brookfield Trail (WisDOT ID #2718-14-01). The regional trail will consist of a 10' wide paved trail on the abandoned railroad corridor owned by the County and will stretch 3 miles from Pewaukee to downtown Brookfield.

As part of this project, the County will be constructing a small, 5-stall parking lot on the County-owned corridor on the south side of the intersection of the trail corridor and Watertown Road within the City of Pewaukee. The parking lot will then provide access via a 10' wide asphalt connector trail to the main trail on the abandoned rail corridor.

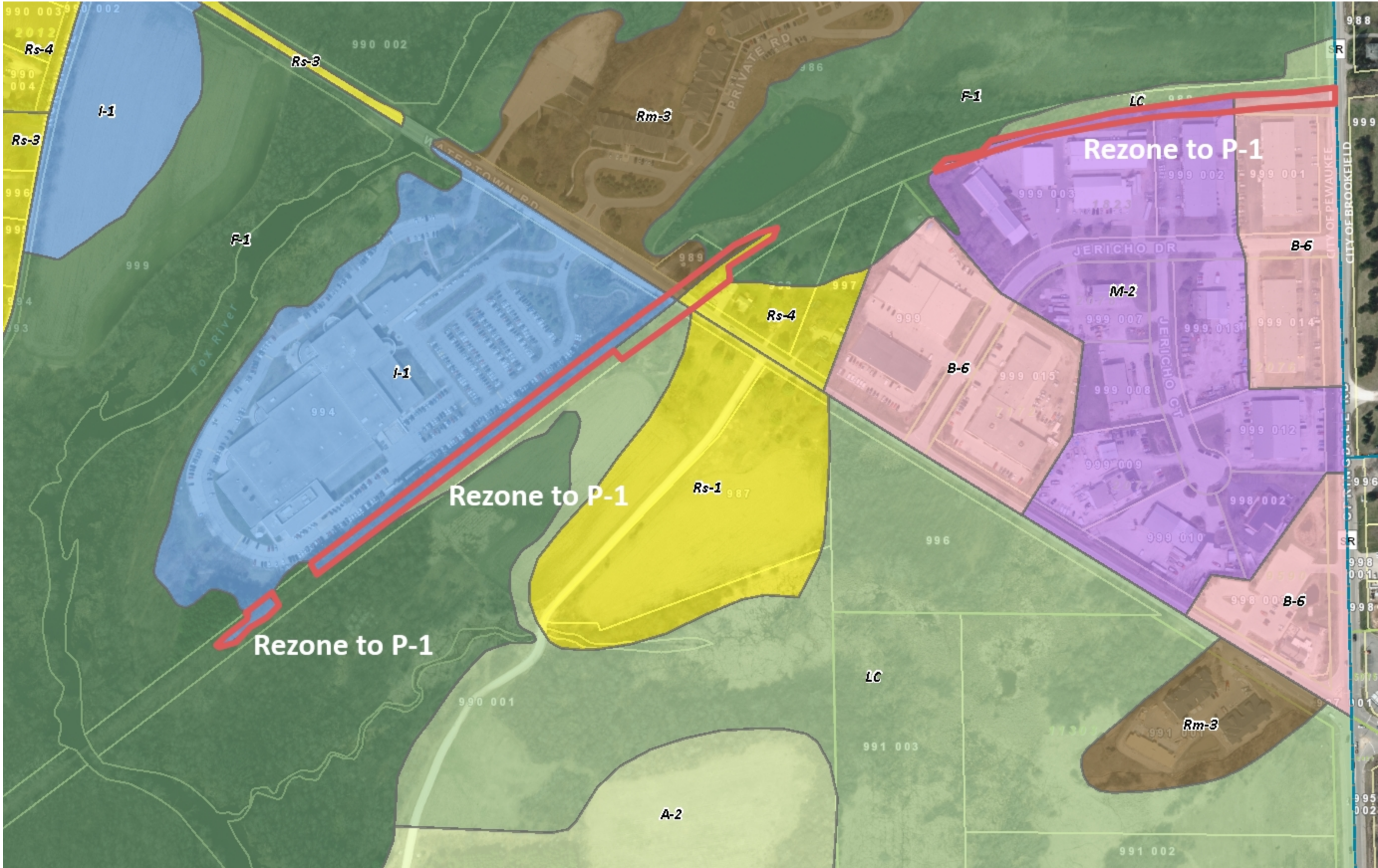
The work on this site will include the following:

- Site preparation/finishing: Erosion control, clearing & grubbing, grading & restoration
- Construction of a 5-stall parking lot: Geogrid, stone base, HMA pavement, signing and marking.
- Construction of a 10' wide asphalt trail: geogrid, stone base, asphaltic surface, signing and marking.

The City recommended rezoning the entire trail corridor to use-compatible districts and proposed this as a joint rezoning application. The parcel is currently zoned as Upland Conservancy (UC), Lowland Conservancy (LC), Floodplain (F-1), Urban Institutional (I-1), Multiple-family Residential (Rm-3), Single-family Residential (Rs-4), Limited Industrial (M-2) and Mixed-use Business (B-6). We propose rezoning the I-1, Rm-3, Rs-4, M-2 and B-6 districts within the corridor to P-1 to allow for recreational pathways throughout the corridor. The area where the parking lot is planned is currently zoned LC and parking lots are not allowable accessory uses within the LC District. The rezoning to Park (P-1) matches the proposed new parking lot and paved, off-street construction with the allowable accessory uses in a P-1 District. Improvements will not raise the base floodplain elevation.

The County will also be applying for WisDNR and ACOE permits for the entire project. A "Chapter 30" (waterways) permit will be applied for for the bridge rehabilitation on the County's corridor. The County will also apply for a "Wetland Disturbance – Recreational Development" permit (general permit) as part of the project. Finally, the County will be applying for the appropriate stormwater/ grading permits with the County and WisDNR. All permits will be in place prior to the start of construction. The County will forward the approved permits to the City of Pewaukee upon receipt. The County will apply for any additional City of Pewaukee stormwater or erosion control permits that are required.

Waukesha County Trail Corridor Rezoning Map



Legend

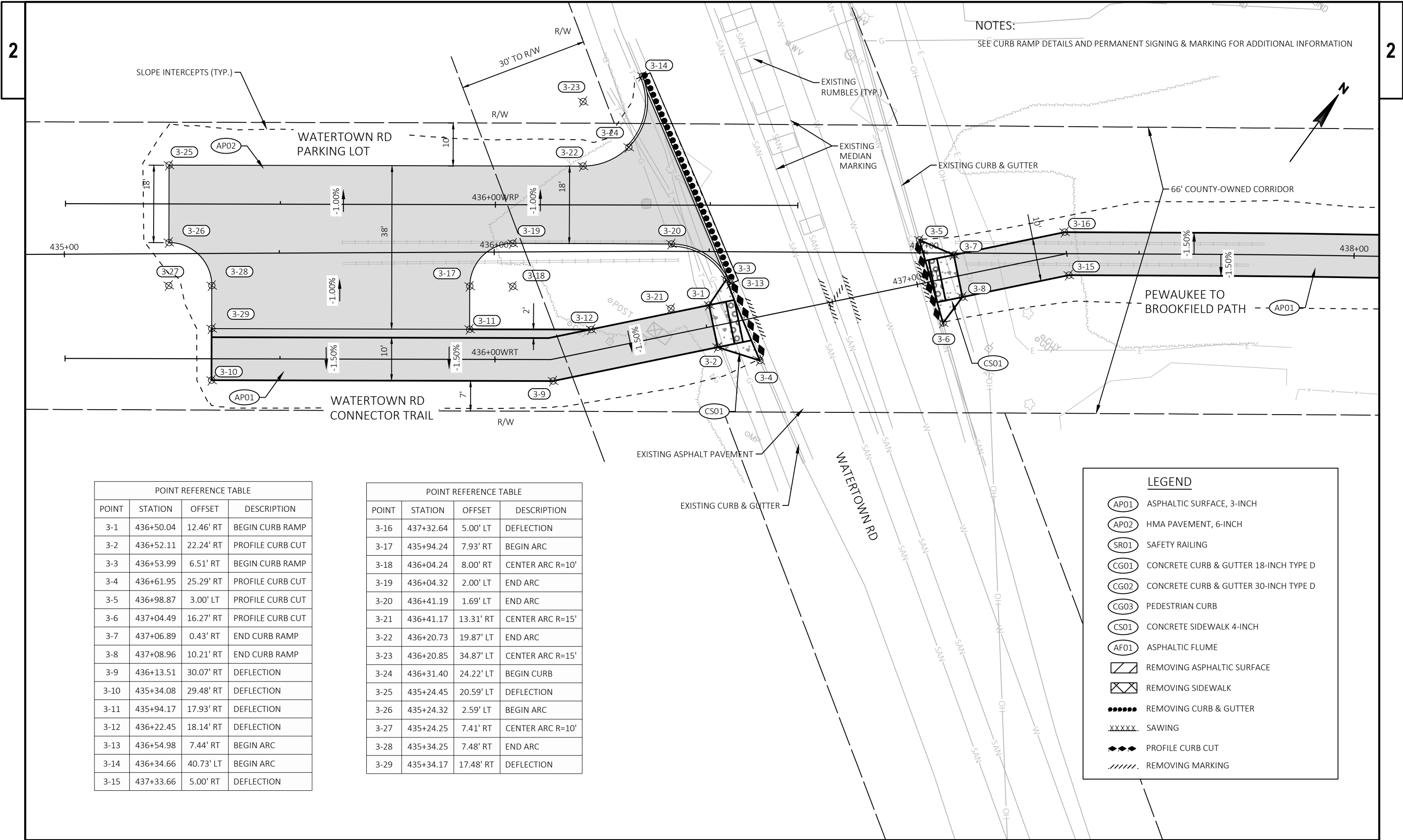
- Civil Division Boundary
- Parks
- Assessment Data
- Zoning
 - A-1 Agricultural
 - A-2 Agricultural
 - Rs-1 Single Family
 - Rs-2 Single Family
 - Rs-3 Single Family
 - Rs-4 Single Family
 - Rs-5 Single Family
 - Rs-6 Single Family
 - Rs-7 Single Family
 - Rd-1 Two Family
 - Rd-2 Two Family
 - Rm-1 Multi-Family
 - Rm-2 Multi-Family
 - Rm-3 Multi-Family
 - B-1 Neighborhood
 - B-2 Community
 - B-3 General
 - B-4 Office
 - B-5 Highway
 - B-6 (Mixed Use)
 - M-1 Gen. Wholesale/Warehouse
 - M-2 Limited Industrial
 - M-3 General Industrial
 - M-4 Industrial Park
 - M-5A Long-term Mineral Extraction
 - M-5B Short-term Mineral Extraction
 - M-6 Mixed Industrial
 - I-1 Urban
 - I-2 Rural
 - P-1 Park and Open Space
 - UC Upland Conservancy
 - LC Lowland Conservancy
 - F-1 Floodplain
- Parcels
- Plats
- Retired Parcels
- Retired Plats
- Municipal Boundary_2K
- FacilitySites_2K_Labels
- Lots_2K
 - Lot
 - Outlot
 - Unit
- SimultaneousConveyance_2K
 - 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



Notes

Areas outlined in red to be rezoned to P-1

0 250.00 Feet



NOTES:
SEE CURB RAMP DETAILS AND PERMANENT SIGNING & MARKING FOR ADDITIONAL INFORMATION

POINT REFERENCE TABLE			
POINT	STATION	OFFSET	DESCRIPTION
3-1	436+50.04	12.46' RT	BEGIN CURB RAMP
3-2	436+52.11	22.24' RT	PROFILE CURB CUT
3-3	436+53.99	6.51' RT	BEGIN CURB RAMP
3-4	436+61.95	25.29' RT	PROFILE CURB CUT
3-5	436+98.87	3.00' LT	PROFILE CURB CUT
3-6	437+04.49	16.27' RT	PROFILE CURB CUT
3-7	437+06.89	0.43' RT	END CURB RAMP
3-8	437+08.96	10.21' RT	END CURB RAMP
3-9	436+13.51	30.07' RT	DEFLECTION
3-10	435+34.08	29.48' RT	DEFLECTION
3-11	435+94.17	17.93' RT	DEFLECTION
3-12	436+22.45	18.14' RT	DEFLECTION
3-13	436+54.98	7.44' RT	BEGIN ARC
3-14	436+34.66	40.73' LT	BEGIN ARC
3-15	437+33.66	5.00' RT	DEFLECTION

POINT REFERENCE TABLE			
POINT	STATION	OFFSET	DESCRIPTION
3-16	437+32.64	5.00' LT	DEFLECTION
3-17	435+94.24	7.93' RT	BEGIN ARC
3-18	436+04.24	8.00' RT	CENTER ARC R=10'
3-19	436+04.32	2.00' LT	END ARC
3-20	436+41.19	1.69' LT	END ARC
3-21	436+41.17	13.31' RT	CENTER ARC R=15'
3-22	436+20.73	19.87' LT	END ARC
3-23	436+20.85	34.87' LT	CENTER ARC R=15'
3-24	436+31.40	24.22' LT	BEGIN CURB
3-25	435+24.45	20.59' LT	DEFLECTION
3-26	435+24.32	2.59' LT	BEGIN ARC
3-27	435+24.25	7.41' RT	CENTER ARC R=10'
3-28	435+34.25	7.48' RT	END ARC
3-29	435+34.17	17.48' RT	DEFLECTION

LEGEND

AP01

ASPHALTIC SURFACE, 3-INCH

AP02

HMA PAVEMENT, 6-INCH

SR01

SAFETY RAILING

CG01

CONCRETE CURB & GUTTER 18-INCH TYPE D

CG02

CONCRETE CURB & GUTTER 30-INCH TYPE D

CG03

PEDESTRIAN CURB

CS01

CONCRETE SIDEWALK 4-INCH

AF01

ASPHALTIC FLUME

REMOVING ASPHALTIC SURFACE

REMOVING SIDEWALK

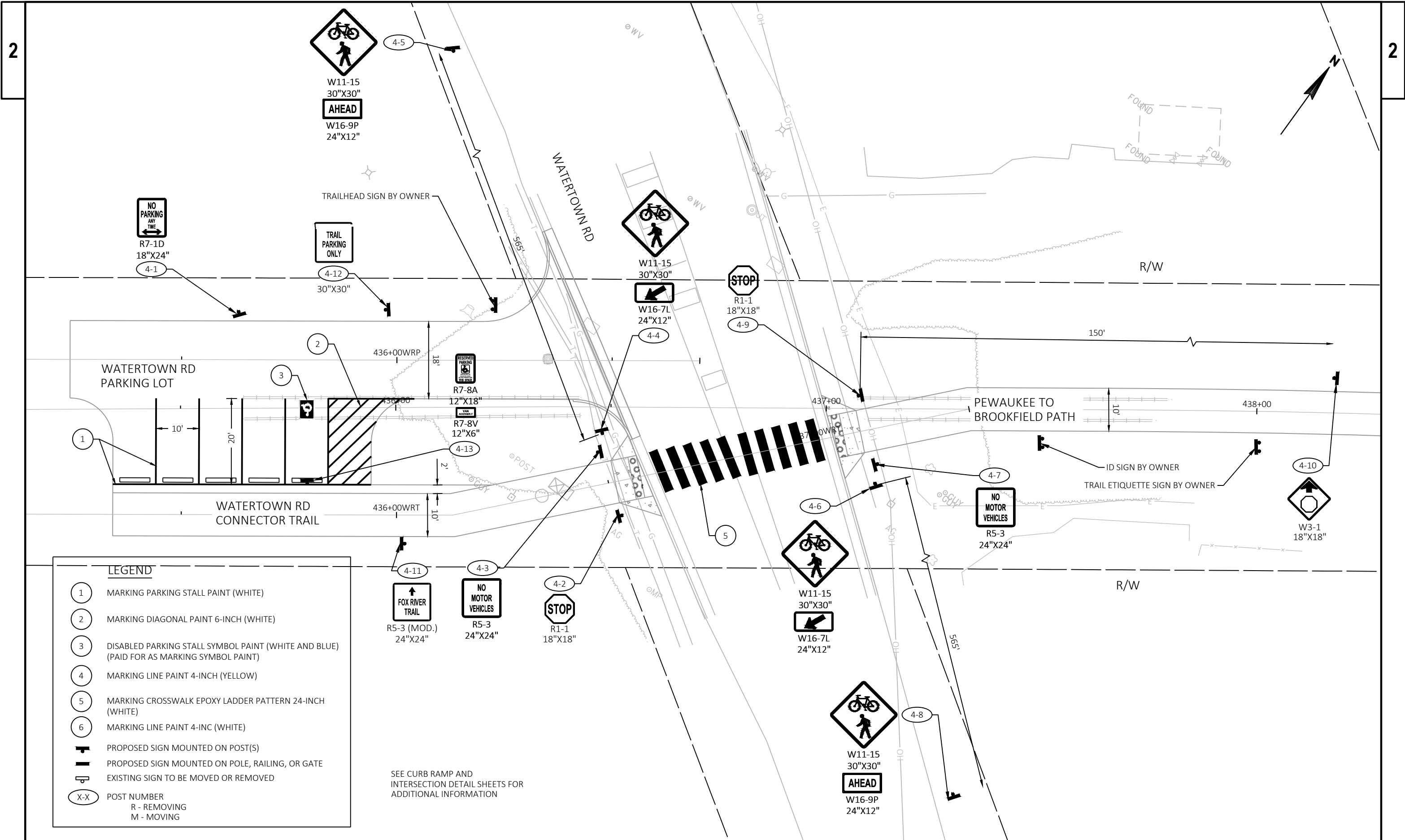
REMOVING CURB & GUTTER

XXXXX

SAWING

PROFILE CURB CUT

REMOVING MARKING



ORDINANCE 20-11

**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: UC UPLAND CONSERVANCY, F-1 FLOODPLAIN, I-1 URBAN INSTITUTIONAL, LC LOWLAND CONSERVANCY, RM-3 MULTI-FAMILY RESIDENTIAL, RS-4 SINGLE-FAMILY RESIDENTIAL, M-2 LIMITED INDUSTRIAL & B-6 MIXED USE BUSINESS

TO: P-1 PARK AND OPEN SPACE, UC UPLAND CONSERVANCY, F-1 FLOODPLAIN & LC LOWLAND CONSERVANCY

SECTION 1 - DESCRIPTION**Common Description:**

ALL THAT PART OF THE NORTHEAST $\frac{1}{4}$ AND THE SOUTHWEST $\frac{1}{4}$ AND THE SOUTHEAST $\frac{1}{4}$ OF SECTION 24, TOWN 7 NORTH, RANGE 19 EAST, IN THE TOWN OF PEWAUKEE [NOW CITY OF PEWAUKEE], WAUKESHA COUNTY, WISCONSIN, BOUNDED AND DESCRIBED AS FOLLOWS: A STRIP OF LAND 66 FEET WIDE CONTINUING SOUTHWESTERLY THROUGH THE SOUTHEAST $\frac{1}{4}$ OF THE NORTHEAST $\frac{1}{4}$ OF SECTION 24 AND THE NORTH $\frac{1}{2}$ OF THE SOUTHEAST $\frac{1}{4}$ OF SECTION 24 AND THE EAST $\frac{1}{2}$ OF THE SOUTHWEST $\frac{1}{4}$ OF SECTION 24 AND THE SOUTHWEST $\frac{1}{4}$ OF THE SOUTHWEST $\frac{1}{4}$ OF SECTION 24 TO AN END POINT APPROXIMATELY 900 FEET EAST AND 100 FEET NORTH OF THE SOUTHWEST CORNER OF SECTION 24.

Tax Key Number: PWC 0960-998

Property Address: Watertown Road

This Amendment to the Zoning Map (Change in zoning) is being proposed for the purpose of: constructing a 5-stall parking lot for the regional trail that will be built on the County-owned abandoned railroad corridor.

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 7th day of December, 2020

COMMON COUNCIL OF THE CITY OF PEWAUKEE

WAUKESHA COUNTY, WISCONSIN

Attest:

Steve Bierce, Mayor

Kelly Tarczewski, Clerk/Treasurer

**CITY OF PEWAUKEE
COMMON COUNCIL AGENDA ITEM 8.**

DATE: December 7, 2020

DEPARTMENT: Clerk/Treasurer

PROVIDED BY:

SUBJECT:

Discussion and Possible Action to Consider the Request of Waukesha County Department of Parks and Land Use to Waive Fees Associated with the Rezoning Petition and Site and Building Plan Review [Fuchs]

BACKGROUND:

FINANCIAL IMPACT:

RECOMMENDED MOTION:

ATTACHMENTS:

Description

Request Letter



Waukesha County

Department of Parks and Land Use

September 25, 2020

City of Pewaukee
W240 N3065 Pewaukee Road
Pewaukee, Wisconsin 53072

Dear Common Council,

The Waukesha County Department of Parks and Land Use would like to formally request that the City of Pewaukee waive the \$900.00 fees submitted for required applications associated with the rezoning of parcel PWC 0960988 and the parking lot site plan review in order to provide a small trailhead for our Pewaukee to Brookfield Trail Project. Applications and fees for the following were submitted September 25, 2020:

- PETITION FOR A REZONING DISTRICT MAP AMENDMENT
- APPLICATION FOR SITE AND BUILDING PLAN REVIEW

Waukesha County would also like to request that the associated Publication Costs and the Engineering Review Fees be waived as the City Planning Department recommended that this be a joint application between the City and the County.

The addition of this recreational amenity to the City of Pewaukee will benefit its citizens, as well as those throughout Waukesha County, for years to come.

Thank you for your consideration,

Stephen Siodlarz

Stephen Siodlarz, PLA
Landscape Architect
Waukesha County Department of Parks and Land Use

Park System

515 W Moreland Blvd., AC 230 • Waukesha, Wisconsin 53188-3878
Phone: (262) 548-7790 • Fax: (262) 896-8071 • www.waukeshacountyparks.com

**CITY OF PEWAUKEE
COMMON COUNCIL AGENDA ITEM 9.**

DATE: December 7, 2020

DEPARTMENT: Clerk/Treasurer

PROVIDED BY:

SUBJECT:

Discussion and Possible Action to Approve Resolution **20-12-25** Establishing the 2021 Fee Schedule [Tarczewski]

BACKGROUND:

FINANCIAL IMPACT:

RECOMMENDED MOTION:

ATTACHMENTS:

Description

Resolution 20-12-25

RESOLUTION 20-12-25

**A RESOLUTION TO ESTABLISH A PERMIT FEE SCHEDULE FOR 2021
FOR THE CITY OF PEWAUKEE
PURSUANT TO SECTIONS 62 AND 236 OF WISCONSIN STATUTES**

WHEREAS, the City of Pewaukee Common Council has created a City Code of Ordinances; and

WHEREAS, the City of Pewaukee requires certain fees for services provided by the city as currently outlined in the sections of the Municipal Code. From time to time, these fees for such approved activities within the City may be modified by the City Common Council by resolution; and

WHEREAS, the City Common Council has an obligation to the taxpayers in the City of Pewaukee to establish fair fees, cash bonds, and letters of credit requirements to offset the services and actual cost of City employees for review and inspection; and

WHEREAS, the City Common Council wishes to create for the benefit of property owners and citizens, by this resolution, a full schedule of fees, cash bonds, and letters of credit related to the aforementioned activities that will be reviewed on an annual basis.

NOW THEREFORE, the Common Council of the City of Pewaukee, **DOES HEREBY RESOLVE AS FOLLOWS**:

I. ADMINISTRATIVE PERMITS AND FEES

A. HOTEL, ENTERTAINMENT AND ALCOHOLIC BEVERAGE LICENSES	
1. Hotel license (§11.04)	No Charge
2. Class A Beer license (§11.01)	\$100.00 / year or fraction thereof
3. Class A Liquor license (§11.01)	\$500.00 / year or fraction thereof
4. Class B Beer license (§11.01)	\$100.00 / year or fraction thereof
5. Class B Liquor license (§11.01)	\$500.00 / year or fraction thereof
6. Class C Wine license (§11.01)	\$100.00 / year or fraction thereof
7. Temporary Class B license (§11.01)	\$10.00
8. Partial Year Licensing fee (§11.01)	\$25.00 / year Minimum
9. Reserve Alcohol Beverage Sales license (§11.01)	\$10,000.00 (one-time fee)
10. Petition for Appeal of Suspension/Revocation of Operators license (§11.01)	\$100.00
11. Change of Agent (§11.01)	\$10.00
12. Publication Fee (§11.01)	Actual cost (to be billed)
13. Original Bartenders license (§11.01)	\$30.00 / year
14. Renewal of Bartenders license (§11.01)	\$25.00 / year
15. Provisional Bartenders license (§11.01)	\$10.00 / year
16. Temporary Bartenders license (§11.01)	\$10.00 / year
17. Replacement Bartender license (§11.01)	\$5.00
18. Outdoor Entertainment (§11.02)	\$30.00 / year
19. Cigarette license (§11.13)	\$100.00 / year
20. Amusement Device license (§11.03)	\$10.00 / device/year
21. License for Adult-Oriented Establishment (§11.12)	\$500.00 / year
22. Background Investigation Fee for Establishment (§11.12)	\$75.00 / year

23. Name Change Fee for Adult-Oriented Establishment (§11.12)	\$500.00 / year
24. License for Employees of Adult-Oriented Establishment (§11.12)	\$50.00 / year
25. Background Investigation Fee for Employee License (§11.12)	\$60.00 / year
26. Escort or Escort Service License (§11.10)	
➤ Initial	\$250.00 / year
➤ Renewal	\$250.00 / year
➤ Late Renewal Penalty (in addition to renewal fee)	\$100.00 / year
B. DOG LICENSES	
1. Dog license (§11.05)	
➤ Spayed/Neutered	\$12.00 / year
➤ Not spayed/neutered	\$17.00 / year
2. Late Payment penalty (§11.05)	\$5.00 April 1 st or Later
3. Commercial Kennel license (3 or more dogs) (§11.05)	\$45.00 / year after Plan Commission Approval
4. Hobby Kennel license (4 or more dogs) (§11.05)	\$35.00 / year after Plan Commission Approval
5. Replacement Tag	\$1.00 each
C. OTHER ADMINISTRATIVE LICENSES/FEES	
1. Peddler License Application (§11.06)	\$10.00 investigation fee
	\$20.00 / per day; \$100.00 / per week
	\$250.00 / per month; \$1,000 per year
2. Special Event Permit (<i>Required if more than 150 people</i>) (§11.07)	
➤ Class I Event*	\$300.00 / per day
➤ Class II Event	\$150.00 / per day
➤ Electrical Inspection	\$60.00 / per inspection
➤ EMS Service (ambulance on site)	\$250.00 / per hour
➤ Barricades	
○ Up to 6 barricades	\$35.00
○ Over 6 barricades	\$70.00
➤ Fireworks Permit (§6.13)	No Charge, State & Local Permit Required
➤ Garbage Cans (55 gallon)	\$5.00 per garbage can
➤ Park Rental Permit	To Be Determined by Joint Park/Rec Board
➤ Pre-event Safety Inspection	\$75.00 per hour
➤ Security Deposit	\$200.00 per day, additional if using a park facility
➤ Temporary Bartender License	\$10.00
➤ Temporary Class B (Picnic) Beer & Wine Licenses	\$10.00
➤ Tent Inspection	\$31.65 if under 2500 sq. ft.; per tent / per inspection
➤ Fee for Filing of Application less than 90 days from date of event / Failure to File Application Non-Residential	\$500.00 plus permit costs
*With regard to Class I events that are held over a period in excess of five days, the Common Council may limit the total assessment of the daily fee to five days upon a showing that the impact on City services justifies the reduction	

3. Copy Charge	
➤ Photocopy	
o Less than 11" x 17"	.10¢ per page plus tax
o 11" x 17"	.25¢ per page plus tax
o Larger than 11" x 17"	\$ 5.00 per page plus tax
➤ CD	\$10.00 minimum per disk/CD plus staff time (No outside media will be accepted)
4. NSF or Overdraft charge	\$29.00
5. Burning permit (§4.16)	No Charge
6. Fireworks permit (§6.13)	No Charge
7. Maps - Zoning, School District, Aldermanic District	\$10.00 each
8. Street Atlas Map	\$ 1.00 each
9. Special Assessment Letter (Completion in 3 to 5 business days)	\$50.00 (split 50/50 with Water/Sewer)
10. Charges/Fees for Pilgrim's Rest Cemetery (§20)	
➤ Grave Site	
o Resident	\$400.00* plus \$600 / site opening/closing charge for full burials or \$250 for cremains
o Non-resident	\$600.00* plus \$600 / site opening/closing charge for full burials or \$250 for cremains
➤ Crematory Niche (includes bronze plaque)	
o Resident	\$710.00* plus \$150 / site opening/closing charge
o Non-resident	\$810.00* plus \$150 / site opening/closing charge
➤ Opening/Closing on weekends & City-recognized holidays or any time outside normal business hours	\$500.00 / Site Additional Charge
* Prices include Perpetual Care: Two-thirds (2/3) of the fee for every full size site sale shall be allocated to the perpetual care fund. One-half (1/2) of the fee for every columbarium site sale is allocated to the perpetual care fund.	
11. Special Meeting with Common Council	\$500.00

II. BUILDING/CONSTRUCTION/DEVELOPMENT FEES AND CHARGES

Re-Inspection Fee for Inspections that are scheduled but not ready for inspection and require return inspection(s)	\$75.00 / inspection
A. RESIDENTIAL BUILDING PERMITS/FEES - (Chapter 14 and Chapter 17)	
1. State Seal	\$43.00
2. New Residential Building & Additions	
➤ Finished Areas & Garages	Base/Plan Review Fee \$275.00 plus .35¢ / sq. ft. / floor
➤ Unfinished areas – attached decks, porches, basement, crawl spaces.	Base Fee \$275.00 plus .25¢ /sq. ft. / floor

3. Detached Accessory Buildings or Structures	Base Fee 120.00 plus .25¢ / sq. ft. / floor
4. Remodel and Alteration to Residential Buildings	Base Fee \$150.00 plus .30¢ / sq. ft.
5. Early Start	\$150.00
6. Occupancy Certification Unit for New Residential Building & Additions	\$ 60.00
7. Erosion Control (Sites of less than 1.0 acres and a storm water management plan is not required)	.05¢ / square foot of all estimated disturbed land surface – Minimum \$50.00, maximum \$2,000.00
8. Impact Fee – Also Zoning Ordinance §17.0302	
Total Residential Impact Fee \$1,435 / dwelling unit	
Total Non-Residential Impact Fee \$1,887.00 / per acre	
➤ Impact Fee to be used for Parks, Playgrounds and Athletic fields:	
o Residential buildings:	\$912.00/ dwelling unit
➤ Impact Fee to be used for Fire and Rescue facilities:	
o Non-residential buildings:	\$215.00 / per acre
o Residential buildings:	\$88.00 / dwelling unit
➤ Impact Fee to be used for Hike/Bike Trails:	
o Non-residential buildings:	\$1,672.00 / per acre
o Residential buildings:	\$435.00 / dwelling unit
9. Garbage Collection/Recycling Rate (\$6.145)	\$161.00 per unit <u>for applicable properties</u>
➤ Up-the-Drive Service – Additional Subscription Rate (Residents can apply for Special Hardship if Handicapped or Disabled)	\$21.81/ per month
10. Minimum Permit Fee for All Permits & Inspections	\$60.00
B. NON-RESIDENTIAL BUILDING PERMITS - (Chapter 14 & 17)	
1. New Buildings/Additions	
➤ Unfinished Areas/Warehouse Areas, Shells	Base/Plan Review Fee \$400.00 plus .25¢ / sq. ft. / floor
➤ Finished Areas, Office, Retail, etc.	Base/Plan Review Fee \$400.00 plus .35¢ / sq. ft.
2. Remodel/Alterations/Build-outs	Base/ Plan Review Fee \$250.00 plus .30¢ / sq. ft.
3. Detached Accessory Building and/or Structures	Base/ Plan Review Fee \$200.00 plus .25¢ / sq. ft. / floor
4. Agricultural Buildings and Additions	.25¢ / square foot minimum \$100.00 per item B.1.
5. Early Start	\$300.00
6. Occupancy Certification	\$100.00 for whole building
7. Erosion Control (Sites of less than 1.0 acres and a storm water management plan is not required)	.05¢ / square foot of all estimated a storm water management plan is not required) disturbed land surface minimum \$75.00 – maximum \$2,000.00
8. Minimum Permit Fee for All Permits & Inspections	\$100.00

C. PLUMBING PERMITS – (Chapter 14)		
1. GENERAL		
➤ 1 & 2 Family New Building Base Fee		\$125.00 each
➤ 1 & 2 Family Addition Base Fee		\$75.00 each
➤ 1 & 2 Family Alteration Base Fee		\$50.00 each
➤ 3 or More family Residential Building New/Additions Base Fee		\$150.00 plus \$5.00 per unit
➤ Non-Residential/Commercial Building New Or Addition Base Fee		\$250.00 each
➤ Non-Residential/Commercial Building Alteration Base Fee		\$125.00 each
2. WATER SYSTEM		
➤ Water Service Lateral		\$60.00 / inspection
➤ Back Flow Device – Fire, R.P. Valves, etc.		\$60.00 / inspection
➤ Water Distribution System (domestic)		\$60.00 / inspection
3. SANITARY SYSTEM		
➤ Sanitary Sewer Lateral		\$60.00 / inspection
➤ Sanitary Building Drain Underground - Interior		\$60.00 / inspection
➤ Sanitary Drain & Vent System - Interior		\$60.00 / inspection
4. STORM SEWER SYSTEM		
➤ Storm Sewer Lateral		\$60.00 / inspection
➤ Sewer Drain System – Interior		\$60.00 / inspection
5. PLUMBING FIXTURES		
➤ All plumbing fixtures including, but not limited to, faucets, lavatories, toilets, tubs, AAV's, dishwashers, hose bibs, etc.		\$12.00 / fixture
6. MISCELLANEOUS PLUMBING		
➤ Gas Piping Inspections		\$60.00 / inspection
➤ Private Well Inspection – Inspection or Abandonment		\$60.00 / inspection
➤ Fire Suppression – Check Valves		\$60.00 / inspection
7. Minimum Permit Fee All Permits		Residential: \$60.00 / Inspection Commercial: \$100.00 / Inspection
D. ELECTRICAL PERMITS – (Chapter 14)		
1. GENERAL		
➤ All Building Types – New Buildings & Additions		\$100.00 base fee plus .07¢ / square foot / floor not including electric service
➤ Alterations - Residential		Residential \$120.00 base fee
➤ Alterations - Commercial		Commercial \$50.00 base fee plus .07¢ per sq. ft.
➤ Services & Feeders		\$75.00 first 200 amps, \$10.00 per 100 amps above 200 amps
➤ Low Voltage-Multi-Family & Non- Residential Buildings		\$50.00 plus .01¢ / square foot
➤ Minimum Permit Fee All Permits		Residential: \$60.00 / Inspection Commercial: \$100.00 / Inspection
E. HEATING, VENTILATION AND AIR CONDITIONING (HVAC) PERMITS (Chapter 14)		
1. GENERAL		
➤ Commercial Buildings - New Buildings, Additions & Alterations		\$50.00 base fee plus .05¢ / square foot / floor

➤ Residential Buildings – New Buildings and Additions	\$50.00 base fee plus .05¢ / square foot / floor
➤ Residential Buildings – Alterations	\$60.00 / inspection
➤ New Furnace unit, additions or replacements	\$60.00 / unit
➤ New A/C unit, additions or replacements	\$60.00 / unit
➤ Fireplaces, Wood burning Appliances	\$60.00 each
➤ Commercial Exhaust Units	\$150.00 first unit, \$ 25.00 each additional unit
➤ Commercial Application / Review – New or additions to commercial buildings	\$75.00
➤ Minimum Permit Fee All Permits	Residential: \$60.00 / Inspection Commercial: \$100.00 / Inspection
F. CONSTRUCTION SITE EROSION CONTROL PERMITS - (Chapter 19)	
1. GENERAL	
➤ For sites less than 1.0 acre of disturbance or 15 or less cubic yards of fill or excavation, a storm water management plan or permit is not required.	See sections II.A. and II.B. of this resolution.
➤ For sites disturbing more than 1.0 acres or more than 15 cubic yards of fill, or requiring a Notice of Intent (NOI), or requiring a storm water management plan.	\$50.00 base fee plus a fee equal to the actual cost to the City for all work incurred in connection with the review of the submittal or as otherwise specified in a developers agreement
2. LETTER OF CREDIT OR CASH BOND*	
➤ For sites less than 1.0 acre of disturbance or 15 or less cubic yards of fill or excavation, a storm water management plan is not required.	See sections II.A. and II.B. of this resolution.
➤ For sites disturbing 1.0 to 10.0 acres or more than 15 cubic yards of fill or excavation, requiring a Notice of Intent (NOI), or requiring a storm water management plan.	\$2,000.00, or as otherwise specified in a developer's agreement.
➤ For sites disturbing 10.1 to 25.0 acres, requiring a Notice of Intent (NOI), or a storm water management plan.	\$3,500.00, or as otherwise specified in a developers agreement.
➤ For sites disturbing in excess of 25.0 acres, requiring a Notice of Intent (NOI), or requiring a storm water management plan.	\$5,000.00, or as otherwise specified in a developers agreement.
G. STORM WATER MANAGEMENT - (Chapter 19)	
1. GENERAL	
➤ For sites less than 1.0 acre of disturbance <u>or 15 or less cubic yards of fill or excavation</u> , a storm water management plan is not required.	See sections II.A. and II.B. of this resolution.
➤ For sites disturbing in excess of 1.0 acres <u>or 15 cubic yards of fill or excavation</u> , requiring a Notice of Intent (NOI), or requiring a storm water management plan.	\$50.00 base fee plus a fee equal to the actual cost to the City for all work incurred in connection with the review of the submittal or as otherwise specified in a developers agreement.

2. LETTER OF CREDIT OR CASH BOND*	
➤ For sites less than 1.0 acre of disturbance - storm water management plan is not required.	See sections II.A. and II.B. of this resolution.
➤ For sites disturbing in excess of 1.0 acres, requiring a Notice of Intent (NOI), or requiring a storm water management plan.	As set forth in Sections or as otherwise specified in a developers agreement.
*PLEASE NOTE: ALL OR PART OF CASH PERFORMANCES BONDS MAY BE REIMBURSED IF NO COST HAS BEEN INCURRED BY THE CITY. EROSION BONDS SHALL BE FORFEITED IF COMPLAINT IS NOT MET WITHIN 12 MONTHS OF OCCUPANCY.	
H. MISCELLANEOUS BUILDING/STRUCTURE FEES	
1. GENERAL	
➤ Razing of Res Buildings / Interior	\$200.00
➤ Razing of Accessory Buildings > 180 sq. ft.	\$ 75.00
➤ Razing of Commercial Buildings / Interior	\$300.00
➤ Moving of Buildings > 180 sq. ft. (Submit bond plus proof of insurance)	\$300.00
➤ Miscellaneous Permits – minor repairs	\$ 60.00 / inspection
➤ Re-inspections	\$ 60.00
➤ Special Inspections	\$100.00 / hour
➤ Pools – above ground pools	\$100.00
➤ Pools – in-ground pools	\$150.00
➤ Re-roofing or Residing	\$ 60.00
➤ Erosion Control – Development Major Land Division > 5 lots	\$500.00
➤ Development Minor Land Division < 5 lots	\$200.00
➤ Misc. Land Division over 2000 sq. ft.	\$100.00
➤ Foundation repairs/damp proofing	\$100.00
➤ Filling Permit (§6.10(4))	\$100.00
➤ Culverts	\$150.00
➤ House Number Set	\$ 14.75
PLEASE NOTE: A MINIMUM CHARGE OF UP TO \$500.00 OR TRIPLE THE PERMIT FEE< WHICHEVER IS GREATER, MAY APPLY IF WORK IS BEGUN WITHOUT A PERMIT. • A Minimum Permit Fee is \$60.00 per inspection unless otherwise stated. • Building square footage calculations shall include all floor levels, crawl spaces, basements, open and closed porches. The measurement shall be outside perimeter dimensions. • Accessory <u>structures</u> are structures without roofs and walls such as decks. • Accessory <u>buildings</u> are structures with roofs and/or walls such as gazebos, sunrooms, porches, garages, and sheds. • Applicable City impact fees will be assessed at time of building permit application.	

III. PLANNING REVIEW AND ZONING ADMINISTRATION

A. ZONING - (Chapter 17)

1. Zoning ordinance or district map amendment	\$400.00 plus Cost for Publication, Notice & All Attorney Fees Related to Project
2. Conditional Use Permit	\$400.00 plus Cost for Publication, Notice & All Attorney Fees Related to Project
3. Zoning Board of Appeals	\$400.00 plus Cost for Publication, Notice & All Attorney Fees Related to Project
4. Special Meeting with Plan Commission	\$500.00
5. Signs (<u>requiring a permit</u>)	\$50.00 plus \$2.00 / square foot – Maximum \$500.00 (electric permit not included)
6. Zoning Permit (Fences/Sheds/Patio Slabs/Gazebo/Play Structures/Driveway & Other as determined by the Building Inspector	\$ 75.00
7. Zoning Compliance Letter *	\$ 50.00
*Additional Fee for Processing Letter to be Available within two business days	\$ 25.00
8. Lot Line Adjustment, Lot Split	\$250.00
9. Business Plan of Operations	\$100.00
10. Site or Building Plan Review by Plan Commission	\$500.00
11. Site or Plan Amendment Review by Plan Commission	\$250.00
12. Site or Building Plan Review by Staff	\$ 75.00
13. Conceptual Review Application	\$200.00
B. LAND DIVISION - (Chapter 18)	
1. Preliminary Plat	\$750.00 plus \$20.00 for each proposed lot or parcel created
2. Final Plat	\$350.00 plus \$10.00 for each proposed lot or parcel created
3. Final CSM with No Public Facilities	\$200.00 plus \$10.00 for each lot or parcel created
4. Final CSM with Public Facilities	\$350.00 plus \$10.00 for each lot or parcel created
5. Replat	Same as final plat
C. CASH PERFORMANCE BONDS*	
1. Occupancy Cash Bond – Residential	\$ 500.00
2. Occupancy Cash Bond – Commercial	\$2,500.00
3. Erosion Cash Bond - 1 & 2 Family	\$2,000.00
4. Erosion Cash Bond – Commercial & Other Construction	\$5,000.00
5. Erosion Cash Bond – Major Land Division – Plats, Subdivisions	\$4,000.00
6. Erosion Cash Bond – Minor Land Division – (CSM) Less than 6 parcels	\$2,500.00
*PLEASE NOTE: ALL OR PART OF CASH PERFORMANCES BONDS MAY BE REIMBURSED IF NO COST HAS BEEN INCURRED BY THE CITY. EROSION BONDS SHALL BE FORFEITED IF COMPLIANCE IS NOT MET WITHIN 12 MONTHS OF OCCUPANCY.	

IV. FIRE/RESCUE EMERGENCY FEES/CHARGES

A. FIRE/RESCUE CALL CHARGES – (§4.19)	
1. ALS1 (Advanced Life Saving) Emergency Rescue Charge	
➤ Resident	\$1,050.00
➤ Non-Resident	\$1,100.00
2. ALS2 (Advanced Life Saving) Base Rate	
➤ Resident	\$1,050.00
➤ Non-Resident	\$1,150.00
3. ALS (Advanced Life Saving) On Scene Care	
➤ Resident	\$ 300.00
➤ Non-Resident	\$ 400.00
4. BLS (Basic Life Saving) Rescue Charge	
➤ Resident	\$ 700.00
➤ Non-Resident	\$ 800.00
5. BLS (Basic Life Saving) On Scene Care	
➤ Resident	\$ 200.00
➤ Non-Resident	\$ 250.00
6. Mileage Charge for Rescue	
	\$ 25.00
7. Supply Charge for Rescue	
	\$ 100.00
8. Drugs/IV Charge for Rescue	
	\$ 100.00
B. FIRE ALARM ACTIVATION CHARGE - (§4.12)	
False Alarm Activations within Calendar Year	
➤ First False Alarm Activation	No Charge
➤ Second or Third False Alarm Activations	\$ 350.00 each
➤ Four or More False Alarm Activations	\$ 750.00 each
C. INSPECTION AND SPECIAL SERVICES – (§4.17)	
1. Storage Tank Installation/Relining	
➤ Plan review	\$ 175.00
➤ 2 nd thru 10 th system	\$ 60.00 each
➤ Component	\$ 100.00 each (\$150.00 max)
➤ Site inspection	\$ 100.00 / each tank system or component
➤ Relining (includes Inspection Fee)	\$ 150.00 /tank
➤ New Construction/Conversion to Self-service Key card Code	\$ 135.00 / tank
2. Storage Tank Upgrade for Leak, Spill, Corrosion, & Overfill Protection	
➤ Plan review	\$ 35.00 / tank
➤ Site inspection	\$ 100.00 / tank
➤ Plan revision review	\$ 100.00
➤ UST/AST removal inspection	\$ 150.00 / tank
D. UNIFORM FEE STRUCTURE FOR FIRE APPARATUS RESPONSE ON STATE AND FEDERAL HIGHWAYS – (§4.25)	
1. Engine Company (minimum staffing 3)	\$ 558.00 / hour
2. Ladder Company (minimum staffing 3)	\$ 742.00 / hour
3. Tanker (minimum staffing 1)	\$ 369.00 / hour
4. Ambulance Other (minimum staffing 2)	\$ 184.00 / hour

5. Ambulance BLS (minimum staffing 2)	\$ 250.00 / hour
6. Ambulance ALS (minimum staffing 3)	\$ 350.00 / hour
7. Other Apparatus	\$ 184.00 / hour
8. Command Vehicle	\$ 250.00 / hour
E. SPRINKLER & FIRE ALARM SYSTEMS – (\$4.15)	
1. Basic Fire Sprinkler and Fire Alarm Plan Review Fee	\$ 325.00
2. Fire Sprinkler with Fire Pump	\$ 475.00
3. Fire Sprinkler Plans Review with Hydraulic Calculations	\$ 275.00
4. Fire Sprinkler Hydraulic Calculations – Verification Only	\$ 185.00
5. Each Additional Review of the Same System	\$ 185.00
6. Site Inspection of Fire Sprinkler and Fire Alarm Installations during Installation	\$ 225.00 / visit
7. Witness Final Acceptance Tests of Fire Sprinkler and Fire Alarm Systems	\$ 225.00 / visit
8. Small Additions and Changes	\$ 175.00
9. Small Additions and Changes under 20 heads	\$ 175.00
F. FIRE INSPECTION OF COMMERCIAL STRUCTURES (TWO PER YEAR) – (\$4.22)	
All buildings that fall under the Wisconsin Commercial Code shall be assessed a charge based on the square footage of the building (square footage is the total floor area of any building or structure):	
1. Up to 2,500 square feet	\$ 31.65
2. 2,501 to 5,000 square feet	\$ 47.44
3. 5,001 to 10,000 square feet	\$ 94.82
4. 10,001 to 25,000 square feet	\$ 189.67
5. 25,001 to 50,000 square feet	\$ 379.28
6. 50,001 to 100,000 square feet	\$ 758.56
7. 100,001 square feet and over	\$1,517.12
8. Residential Multi-Family Structures	\$ 12.00 / per unit

V. LAW ENFORCEMENT

A. False Alarms (excluding Fire Alarms)	
➤ First three (3) False Alarms	No Charge
➤ Fourth False Alarm	\$ 70.00 plus court costs
➤ Fifth False Alarm	\$ 100.00 plus court costs
➤ Sixth and Subsequent False Alarms	\$ 150.00 plus court costs
B. Winter Parking Restrictions (\$5.09)	
➤ Improper Parking; No Parking Zone; Parked On Private Property; No Boat Launch Permit; And Other Violations	\$ 20.00
➤ Parked at Fire Hydrant; Parked in Handicapped Zone	\$ 100.00
C. Pewaukee Lake (§21.01 & §21.02)	
➤ Launch Fee	\$ 7.00 / each launch
➤ Seasonal Launch Permit	\$ 50.00 plus tax
➤ Permit for Summer Recurrent and Lake Activities	\$ 20.00 / per year
➤ Permit for Winter Recurrent Activities	\$ 20.00 / per year
D. Forfeiture Amount for Violations Regarding E 9-1-1 Calls (\$6.15)	
➤ First three unintentional E 9-1-1- Calls	No Charge
➤ Fourth unintentional E 9-1-1 Call	\$ 70.00 plus court costs
➤ Fifth unintentional E 9-1-1 Call	\$ 100.00 plus court costs

➤ Sixth and subsequent unintentional E 9-1-1 Calls	\$150.00 plus court costs
E. Municipal Court Costs Assessed on Each Citation (§23.09(2))	\$38.00
F. Community Police Program	\$6.00 - \$10.00 / program / occurrence for Non-Residents
G. Violation of Watercraft Launch Restrictions (§21.06)	
➤ First Occurrence	\$1,000.00 plus court costs
➤ Second and Subsequent Occurrences	\$2,000.00 each plus court costs
H. Escort Without License (§11.10)	\$500.00 plus court costs

VI. PARKS DEPARTMENT FEES & CHARGES*

A. BUILDING RESERVATIONS					
	Resident	Non-Resident	Business Resident	Business Non-Resident	Deposit
Wagner	\$30.00 / hour	\$60.00 / hour	\$50.00 / hour	\$180.00 / hour	\$200.00
Nettesheim	\$20.00 / hour	\$40.00 / hour	\$40.00 / hour	\$160.00 / hour	\$200.00
South	\$20.00 / hour	\$40.00 / hour	\$40.00 / hour	\$160.00 / hour	\$200.00
Balmer	\$50.00 / day	\$100.00 / day	\$85.00 / day	\$430.00 / day	\$200.00
B. PICNIC AREA RENTALS					
	Resident	Non-Resident	Business Resident	Business Non-Resident	Deposit
50 people	\$50.00	\$150.00	\$100.00	\$400.00	\$100.00
100 people	\$70.00	\$210.00	\$140.00	\$600.00	\$100.00
200 people	\$125.00	\$375.00	\$250.00	\$1,000.00	\$200.00
C. FIELD USE FEES AND FEES FOR SPORTS COMPLEX					
Security deposits will range from \$300.00 -\$500.00 dependent upon portions of park					
Single Ball Diamond					
➤ Un-prepped				\$15.00 resident / \$20.00 non-resident per hour	
➤ Prepped				\$25.00 resident / \$30.00 non-resident per hour	
Single Soccer Field					
➤ Up to U8 size				\$10.00 resident / \$15.00 non-resident per hour	
➤ Size U8 & over				\$15.00 resident / \$20.00 non-resident per hour	
Sports Complex					
➤ Ball Diamond fees				See Single Ball Diamond	
Single Soccer Field fee				See Single Soccer Field	
Entire Soccer Side for a day				\$1,400.00 resident / \$2,100.00 non-resident	
Concession Stand				\$500.00 for a day tournament otherwise \$50.00 per hour	
* - Does not include individual recreation programs/project fees					

VII. PUBLIC WORKS FEES AND CHARGES

A. Public Street/Highway Opening Permit (\$10.05)	\$ 50.00
B. Sewerage Sludge Disposal Permit (\$9.07)	\$ 300.00 per site / year
C. Holding Tank Deposit (\$9.08)	
➤ Residential	\$ 500.00
➤ Commercial or Industrial	\$1,000.00
➤ Commercial or Industrial Dispensing Food	\$1,500.00
D. Noxious Weed Abatement	All Labor Costs (at the minimum of 2 hours) & Equipment Costs

VIII. WATER/SEWER FEES AND CHARGES

As outlined in the Municipal Code, Reserve Capacity Assessments (RCA) are area assessment being served by the reserve capacity of the system. Additionally special assessments may be levied against properties for sanitary sewer or water infrastructure. A detailed fee schedule for RCS and other special assessments is available from the Water/Sewer Utility.

IX. STORM WATER UTILITY

As outlined in the Municipal Code, the City has adopted a Storm Water Utility for the entire City. Properties with at least 267 square feet of impervious surface are subject to an annual Storm Water Utility Fee of \$120.00 per Equivalent Runoff Unit.

SECTION 2: SEVERABILITY.

The several sections of this resolution are declared to be severable. If any section or portion thereof shall be declared by a court of competent jurisdiction to be invalid, unlawful or unenforceable, such decision shall apply only to the specific section or portion thereof directly specified in the decision, and shall not affect the validity of any other provisions, sections or portions thereof of the resolution. The remainder of the resolution shall remain in full force and effect. Any other resolutions whose terms are in conflict with the provisions of this resolution are hereby repealed as to those terms that conflict.

SECTION 3: EFFECTIVE DATE.

This resolution shall take effect January 1st, 2021.

Dated this 7th day of December, 2020.

CITY OF PEWAUKEE

Steve Bierce, Mayor

ATTEST:

Kelly Tarczewski, Clerk/Treasurer

**CITY OF PEWAUKEE
COMMON COUNCIL AGENDA ITEM 10.**

DATE: December 7, 2020

DEPARTMENT: Clerk/Treasurer

PROVIDED BY:

SUBJECT:

Discussion and Possible Action to Approve Another Emergency Declaration [Klein]

BACKGROUND:

FINANCIAL IMPACT:

RECOMMENDED MOTION:

**CITY OF PEWAUKEE
COMMON COUNCIL AGENDA ITEM 11.**

DATE: December 7, 2020

DEPARTMENT: PW - Water/Sewer

PROVIDED BY: Magdelene Wagner/Jane Mueller

SUBJECT:

Discussion and Possible Action Regarding the Sanitary Sewer Rates Established for the Waukesha Sewer Area
[Wagner / Mueller]

BACKGROUND:

As you may recall, in 2017, the City adopted a sewer rate for the Waukesha Sewer Area due to the continued disparity in rates charged by Waukesha versus the City's, Village's and LPSD's service area rates for sanitary sewer service. See attached Agenda and Minutes from the Common Council meeting.

Recently Staff was reviewing some old files and found a 1998 legal opinion from Arenz, Molter, Macy, & Riffle, S.C. questioning if the Utility could establish different rates within the Town. See the attached 1998 legal opinion. The document essentially states that the municipality must have uniform rates throughout the Town for like services.

Once Staff found this legal opinion, our Attorney was contacted to determine if the opinion was still valid. Please find the latest legal opinion regarding uniform rates from Municipal Law & Litigation Group. It also states that the sewer rates must be a uniform rate throughout the City.

Given this information, we recommend rescinding the 2017 decision and charging the Waukesha Sewer Service Area Customers the uniform rate for the City, Village, and LPSD Sewer Service Area customers of \$110 per quarter effective for the 4th quarter billing (essentially immediately). Please note, we are currently undergoing a sewer rate study which will take into account the different rates we are charged for the other service area providers (Waukesha, Village, and LPSD) to create a uniform rate for all customers of the sewer system. This will come before the Council prior to the 1st quarter in 2021 for action.

With this new information, we also asked the Attorney if we are required to refund the customers for the rates charged above our uniform rate for the last 3 years. They indicated that we are not required to proactively refund the rates. The Customers have the right to file a complaint with the Public Service Commission (PSC) against the Utility for unreasonable or unjustly discriminatory rates. In the last 3 years, Staff has fielded many complaints and questions regarding the difference in rates. During the last year, Staff has told customers that we are working to put together arguments to dispute the rate directly with Waukesha. To date, the Customers have been waiting for this resolution and some have stated they may pursue legal actions if it is not addressed. It is anticipated that if they chose to follow this path, they will be directed to the PSC which will likely rule against the City as the State Statute requires a uniform rate for like services. It is difficult to argue that the sewer service from Waukesha Service Area is different than the sewer service from the City, Village, or LPSD Service Areas. Staff recommends refunding the rates charged over the allowed \$110 per quarter to pre-empt any potential legal action from the PSC and/or the Court system. See the attached Refund Spreadsheet. This will cost the Utility approximately \$268,000.00.

If you authorize the refund, Staff would likely process the refund by the end of the year. If an account is in arrears, the

refund will deduct any balance due first. If a customer has moved, Staff will attempt to find a forwarding address.

FINANCIAL IMPACT:

The action of setting the uniform rate at \$110 per quarter will result in an estimated loss of revenue of \$40,000 per quarter from the Waukesha Sewer Service Area.

The action of authorizing the refund will result in a estimated loss of \$268,000 for 2020.

RECOMMENDED MOTION:

Common Council approve the Waukesha Sewer Service Area sewer rate at \$110 per quarter to create a uniform sewer rate throughout the City.

Common Council authorize Staff to refund the difference in rate charged to the Waukesha Sewer Service Area for the period they were charged a different rate.

ATTACHMENTS:

Description

2017 Common Council Action

1998 Legal Opinion

2020 Legal Opinion

Computations

**CITY OF PEWAUKEE
COMMON COUNCIL AGENDA ITEM 8.**

DATE: December 18, 2017

DEPARTMENT: PW - Water/Sewer

PROVIDED BY: Jeffrey Weigel, Public Works Director and City Engineer; Jane Mueller W/S Manager

SUBJECT:

Discussion and Action to Concur with the Recommendation of the Public Works Committee (12/7/17) to Establish Two Tiers (Districts) Within the City. [Weigel]

BACKGROUND:

To date, the City Sewer Utility has charged one fee throughout the City. The City incurs sewer costs from four systems: 1) the area of the City served by the City sewer system; 2) the area of the City served by the Lake Pewaukee Sanitary District (LPSD); 3) the area served by the City of Waukesha; and 4) a small number of homes on Glacier Road that are served by the Village of Pewaukee.

Until recently, the lower costs that we incurred from LPSD essentially balanced out with the higher costs that we incurred from Waukesha; however, Waukesha's rates have increased significantly the past two years and is anticipated to increase again in 2018 and beyond.

The Public Works Committee at their meeting of Dec. 7, 2017 moved unanimously to recommend to the Common Council that the City develops, initially, two sewer rates: 1) one for the City area/LPSD area/Village area; and 2) one for the Waukesha area, and consideration that the Waukesha fee be a "pass through" fee containing no administration charges.

We have contacted LPSD pursuant to the Council's previous action to open negotiations on our service contract, including the credit or cost offset of our administration and billing costs. The requested action would authorize staff to implement the "pass through" of Waukesha's higher fees to those customers connecting to the Waukesha system, or connecting to the Pewaukee system that connects to the Waukesha system (Rolling Ridge subdivision, Cloverland Farms, etc.).

FINANCIAL IMPACT:

Approval of the recommended motion would begin the process for the City to eliminate what is estimated to be a \$56,000 loss in recovering the costs in that Waukesha service area.

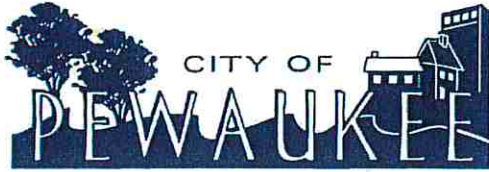
RECOMMENDED MOTION:

Common Council concurs with the Public Works Committee recommendation of Dec. 7, 2017 to develop two sewer billing districts, one for the Waukesha service area and to "pass through" the Waukesha fees without any administration costs; and the second to incorporate the fees and customers of the City of Pewaukee, LPSD and Village service areas.

ATTACHMENTS:

Description

Jane's memo on multiple sewer rates



City of Pewaukee
WATER AND SEWER UTILITY
W240 N3065 Pewaukee Road
Pewaukee, WI 53072
(262) 691-0804 Fax (262) 691-5729

To: Public Works Committee

From: Jane E. Mueller, Utility Manager

Date: September 26, 2017

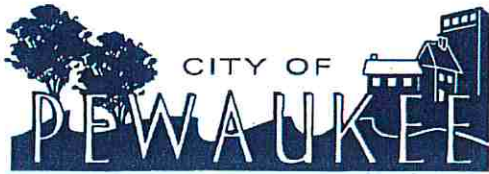
Re: Consideration of implementation of multiple sewer service rates for the City of Pewaukee.

The City of Pewaukee provides sanitary sewer service to approximately 4,640 utility customers throughout much of the City. In 1999 as the Town of Pewaukee gained City status, the Utility/City entered into an agreement with Lake Pewaukee Sanitary District to provide for continued operation and maintenance of the LPSD sewer system within the City of Pewaukee. The agreement includes provisions that the City of Pewaukee Water & Sewer Utility will bill/collect fees from those customers located within the LPSD sewer service area. This agreement is up for renewal by December 31, 2017.

LPSD sends a quarterly bill to the City Utility office on a quarterly basis. The current rate for Lake Pewaukee Sanitary District is \$108.00 per residential equivalent unit. The current number of residential equivalent units within LPSD is 1068.5, with a total of 1064 active units for 976 customer bills. (Businesses and multifamily buildings can have multiple REU's assigned depending on the building use.) The Utility receives \$1.00 credit per REU for administrative, postage and stationary. In prior contract years the City Utility was making a small profit from the difference between the two differing rates as the City charged one common rate for all sewer customers. That profit gap has lessened as LPSD's rates have increased annually and the City rates have remained stagnant since 2013, at which time the rate was increased by 3.18% (to fund upgrades for the Brookfield treatment plant.) Casual discussions with LPSD staff indicate that they anticipate a 2% rate increase to \$110.16 per REU per quarter for 2018. We anticipate a loss next year of approximately \$3,000.00.

The Utility staff would like to see the "Agreement" re-opened so that the City could negotiate an increase in the credit that is issued to the City. The billing clerks have determined that this credit is insufficient to recoup the amount of time spent in the administration of these utility accounts. In addition to the time spent during quarterly billing, approximately 8 hours additional time is spent on LPSD accounts in between billing cycles.

Director Jeffrey L. Weigel, P.E.



City of Pewaukee
WATER AND SEWER UTILITY
W240 N3065 Pewaukee Road
Pewaukee, WI 53072
(262) 691-0804 Fax (262) 691-5729

City of Waukesha Sewer Rates

The City of Pewaukee maintains and operates a sanitary sewer collection system in the southwest section of the City. The sanitary sewage flows to the City of Waukesha Wastewater Treatment plant/system. The City of Pewaukee receives sewer bills for each resident that is served by the City of Waukesha. We currently receive and process approximately 175 individual bills from the City of Waukesha. The current average quarterly sewer rate from the City of Waukesha is \$174.17. This leaves a loss to the Utility of approximately \$11,229.75 per quarter in 2017. (2017 loss to the City of Pewaukee Utility- \$44,919.00) This gap will widen in 2018 if the anticipated rate increase of 9.25% passes the City of Waukesha Common Council. We are also aware of significant infrastructure improvements that will need to be constructed in the next several years to meet the requirements to implement Waukesha's quest to receive Lake Michigan water. The anticipated quarterly rate will rise to \$190.20 in 2018 creating a loss of \$56,196.51.

In the past, the City of Pewaukee Water & Sewer Utility could absorb the cost differential a little easier. However, as the cost of doing business is getting more expensive along with large infrastructure maintenance projects we cannot sustain the stagnant rates any longer.

Action/Recommendation:

- 1) The City of Pewaukee Water & Sewer Utility recommend completing an overall review of the current sewer rates.
- 2) Consider implementing a multi-tier sewer rate structure:
 - A. City of Pewaukee – (Main service area?)
 - B. LPSD service area
 - C. City of Waukesha service area.

We recommend implementing a 2 tier system recognizing the significant cost differential to those customers in the Waukesha sewer service area. We recommend phasing in the cost difference with an increase of \$30 - \$40.00 over the City's "Main" rate with the intention that the rate will continue to rise over three years until the rate the City of Pewaukee charges matches the rate that the City of Waukesha will charge out.

At this time we also recommend charging one common rate for the City of Pewaukee main service area and Lake Pewaukee Sanitary District as the current rate is very similar, recognizing that the Sewer Service Agreement should be reevaluated and possibly renegotiated on an annual basis.

Director Jeffrey L. Weigel, P.E.

Waukesha Service Area Rates

[illegible]

A motion was made and seconded, (C. Brown, B. Dziwulski) to approve the beer and wine license for Stoneridge Market. Motion Passed: 6-For, 0-Against.

8. Discussion and Action to Concur with the Recommendation of the Public Works Committee (12/7/17) to Establish Two Tiers (Districts) Within the City.

Mr. Weigel was present for this item. He said the two rate tier related to sanitary sewer rates only. He said the City of Pewaukee does the billing not only for our service area but also for the Lake Pewaukee Sanitary District (LPSD), and some Village of Pewaukee services that are provided to our residents. He said after some investigation it was determined that it was not necessary to have one uniform rate if different rates could be justified. Mr. Weigel stated the City of Waukesha charges more than the City's rates and the LPSD charges less.

Mr. Weigel stated the Public Works Committee discussed this topic and concurred with staff recommendations that it would be more equitable to establish two sanitary sewer rates. He said one rate would be for the customers south of I-94 that are in the Waukesha service area and one for the remainder of customers. They further recommended passing the Waukesha costs with no additional administrative charges. Mr. Weigel stated this would affect parts of Cloverland Farms, Arrowhead Trails, University Heights, and Rolling Hills.

There was additional extensive discussion. Mr. Kara suggested a blended rate for everyone in the City would be more equitable. Mr. Wamser stated he didn't feel it was fair to subsidize other users for the services they receive. Mayor Bierce agreed. Ms. Brown stated it was unfair that the City of Waukesha controls this area of service and that they are passing the rates on to others.

A motion was made and seconded, (R. Grosch, J. Wamser) to concur with the recommendation of the Public Works Committee and establish a two-tier fee schedule for sanitary sewer rates. Motion Passed: 4-For, 2-Against. (J. Kara and C. Brown).

9. Discussion and Possible Action to Designate the Common Council as the "General Authority" of the Water Utility for PSC Reporting

Mr. Weigel stated as a Town, the Pewaukee Sanitary District #3 existed. It was a stand-alone entity that had the full authority over the Sewer/Water Utility. It had the ability to hire, fire, and establish policies. Mr. Weigel stated when we became a City, the Sanitary District ceased to exist and operated as a Commission in name with all the authority given to the Common Council. He said the ordinance states that it isn't actually a Commission but a Committee, meaning the management is through City Administration and the budget. The Committee has the ability to make recommendations that could be acted upon by the Common Council. He said the Water Utility is required to make an annual report and as part of that report it has to stipulate who is "in charge". Mr. Weigel requested formal action to recognize the Common Council having general authority over the Utility.

A motion was made and seconded, (B. Bergman, B. Dziwulski) to name the Common Council as the general authority of the Water Utility for PSC reporting purposes. Motion Passed: 6-For, 0-Against.

10. Discussion and Possible Action to Authorize the Application Process for a Department of Natural Resources (DNR) Deer Nuisance Permit

Mr. Klein stated the deer management study group met. He said the make-up of the group include two representatives from the DNR; one being a Warden and the other being a Wildlife Biologist, Lieutenant Ripplinger, two people from the Rocky Point neighborhood, Tom Koepp from the LPSD and Rick Carr who has enough acreage on his property that would allow for hunting, and himself. The DNR was in agreement that there is an overpopulation of deer within the City of Pewaukee and it is a nuisance. The DNR stated they were willing to issue nuisance permits, not only to the City but to residents that have more than 5 acres of land. Basically the permits could be turned around in a week's time. Mr. Klein was asking for permission to apply for the permits to have extra tags at no cost that could be handed out to hunters.

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TELEPHONE 548-1340
FACSIMILE 548-9211
AREA CODE 414

May 7, 1998



Mr. Jeffrey L. Weigel, P.E.
TOWN OF PEWAUKEE SANITARY DISTRICT NO. 3
W240 N3065 Pewaukee Road
Pewaukee, WI 53072

Re: Municipal Water and Sewer Rates

Dear Jeff:

When you get to be my age, the memory is the second thing to go, and I can't remember any more what the first thing was.

Several weeks ago, you asked for my opinion on municipal water and sewer rates. I did the research, and even wrote out in longhand the opinion letter to you, and it got buried on my desk. I apologize. As you know, I usually jump on these things right away.

You are concerned about recent contracts we have with adjoining municipalities for direct sewer for some of our properties where they are charging us rates for using their facilities that, when added to the administrative rates we have to charge, we are exceeding the standard sewer rate in the Town. You ask if there is any way we can avoid this problem.

We have one statute that's directly on point that provides:

"The rates shall be uniform for like services in all parts of the municipality..." § 66.069(1)(a), Wisconsin Statutes.

I would love to make the argument that we would be able to prove that we are providing a different service to those customers under contract with our neighbors, and, therefore, distinguish those customers from the uniform rates requirement. Unfortunately the statute doesn't seem to be that specific, and it would appear that the statute, in referring to "like services", would be referring to the generic term "sewer service".

I also called a good friend of mine who is an attorney with the Public Service Commission in Madison to find out if they have ever had a case

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District Engineer
May 7, 1998
Page 2

under that uniformity section. He indicated that they have not, but if faced with the situation, they would probably have to assume that the uniformity section means exactly what it says, that rates have to be the same throughout the Town of Pewaukee for sewer service. This means that the rest of your sewer customers will be subsidizing the extra costs you are incurring to provide service for our contracted customers. When you stop and analyze it, however, all taxpayers subsidize police and fire services. I have never used the fire department, but a part of my tax bill is certainly used to pay for the fire department.

I know this is not the answer you were hoping to receive, but unfortunately it's my opinion that the sewer rates in the Town must be the same throughout the Town, irrespective of what our costs are for individual customers.

Thank you for allowing me to be of service to the District.

Very truly yours,

ARENZ, MOLTER, MACY & RIFFLE, S.C.

COPY

Dale W. Arenz
DWA/mr
cc: Carol L. Plant, Deputy Secretary

Municipal LAW

& LITIGATION GROUP

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LUKE A. MARTELL
SAMANTHA R. SCHMID
STEPHEN J. CENTENARIO, JR.
CHRISTOPHER SCHULTZ
AMY FRY-GALOW
ANTHONY GARCIA

MEMO

To: Maggie Wagner
From: Luke Martell
Date: 11/22/20

Re: City of Pewaukee Sewer Rates

Maggie,

You have asked us to review the City's sanitary sewer rate policy and respond to the following questions:

- 1) Does the State Statute still state we need to have a uniform rate throughout the City as the 1998 memo indicates?**

The statute referenced in the 1998 memo was Wis. Stat. § 66.069. This statute was renumbered Wis. Stat. § 66.0809 in 2001. While the original statute was renumbered, the basic premise still stands, which states, "[t]he rates shall be uniform for like service in all parts of the municipality".

- 2) Are we required to refund the customers we have been charging the differing rate?**

There is no requirement to proactively refund rates that have not been challenged. The challenges must be done through a complaint filed with the PSC, as they have exclusive jurisdiction over "unreasonable or unjustly discriminatory" rates.

- 3) If the decision is made to refund the money, would we need to add interest to those payments?**

No, the PSC has exclusive jurisdiction over these issues and Wisconsin Statutes and corresponding case law has determined that the PSC does not have the authority to set rates retroactively or order refunds.

- 4) If the refund is the way we go, can we do this as a credit to their account?**

As discussed above, refunds for challenged sewer rates are not an available remedy to the users.

5) Do we need to find people that have moved and refund them or can it be the current property owner?

No, the only challenge would come from a specific complaint filed with the PSC. There is no duty for the City to attempt to search for property owners that could potentially have a challenge to prior sewer rates.

Analysis:

Wis. Stat. § 66.0809 (formerly 66.069) governs municipal utility charges, which states that they shall be uniform. Wis. Stat. § 66.0821 (formerly 66.071) governs issues with sewerage and storm water systems specifically, including service charges and unreasonable or discriminatory rates, rules and practices. 66.0821(5) states:

- (a) If a user of a service complains to the public service commission that rates, rules and practices are unreasonable or unjustly discriminatory, or if a holder of a mortgage or revenue bond or mortgage certificate or other evidence of debt, secured by a mortgage on the sewerage system or any part of the system or pledge of the income of sewerage service charges, complains that rates are inadequate, the public service commission shall investigate the complaint. If there appears to be sufficient cause for the complaint, the commission shall set the matter for a public hearing upon 10 days' notice to the complainant and the town, village or city. After the hearing, if the public service commission determines that the rates, rules or practices complained of are unreasonable or unjustly discriminatory, it shall determine and by order fix reasonable rates, rules and practices and may make any other order respecting the complaint that is just and reasonable, including, in the case of standby charges imposed under sub. (4) (c), an order that a municipality refund to the user any amount of the standby charges that have been collected if the user has filed a complaint with the public service commission not later than 60 days after receiving the original notice of charge or after receiving a notice of charge that relates to an increased standby charge. The proceedings under this paragraph are governed, to the extent applicable, by ss. 196.26 to 196.40. Except as provided in pars. (e) and (f), the commission shall bill any expense of the commission attributable to a proceeding under this paragraph to the town, village or city under s. 196.85 (1).

The PSC has exclusive jurisdiction over complaints alleging unreasonable or discriminatory sewer rates. “Giving effect to the statutes and the PSC’s expertise in rate setting, our cases acknowledge that the PSC has “exclusive jurisdiction over complaints alleging unreasonable or discriminatory sewer rates.”” *City of Brookfield v. Milwaukee Metro. Sewerage Dist.*, 171 Wis. 2d 400, 418–19, 491 N.W.2d 484, 491 (1992); see also, *Kimberly–Clark Corp. v. Public Service Comm.*, 110 Wis.2d 455, 461, 329 N.W.2d 143 (1983) (“pursuant to [statute, the forerunner of sec. 66.912(5)], the PSC has exclusive jurisdiction over complaints alleging unreasonable or discriminatory sewerage charges.”); *Williams v. City of Madison*, 15 Wis.2d 430, 441, 442, 113 N.W.2d 395 (1962) (“jurisdiction to determine this issue of discriminatory charges is vested in the public service commission, not this court.”); *W.H. Heinemann Creameries v.*

Kewaskum, 275 Wis. 636, 640, 82 N.W.2d 902 (1956) (“we are not here concerned with the amount of the questioned assessment because the legislature has constituted the public service commission as the exclusive tribunal to pass on that issue.”).

In order for someone to challenge their sewer rates, they must file a complaint with the Public Service Commission. However, the statute that gives the PSC the authorization to make those determinations that the rates were unreasonable or unjustly discriminatory, does not authorize the Commission to set rates retroactively and order refunds. *Kimberly-Clark Corp. v. Pub. Serv. Comm'n of Wisconsin*, 107 Wis. 2d 177, 320 N.W.2d 5 (Ct. App. 1982), aff'd, 110 Wis. 2d 455, 329 N.W.2d 143 (1983). The fact that Public Service Commission cannot set rates retroactively and order refunds does not leave the user without a remedy respecting a city's allegedly discriminatory sewer rates. Instead, at any time prior to the date when the rates took effect, the user could have sought an injunction to prevent the rates from taking effect or filed a complaint with the Commission. *Kimberly-Clark Corp. v. Pub. Serv. Comm'n of Wisconsin*, 107 Wis. 2d 177, 320 N.W.2d 5 (Ct. App. 1982), aff'd, 110 Wis. 2d 455, 329 N.W.2d 143 (1983).

“The last sentence of sec. 66.076(9), Stats. (1975), states: “The proceedings herein shall be governed, as far as applicable, by ss. 196.26 to 196.40.” These sections deal with the hearings conducted to regulate public utilities. Section 196.37(1), Stats., specifically limits the ability of the PSC to set rates. It states:

(1)Whenever upon an investigation made under the provisions of chapters 196 and 197 the commission shall find rates, tolls, charges, schedules or joint rates to be unjust, unreasonable, insufficient or unjustly discriminatory or preferential or otherwise unreasonable or unlawful, *the commission shall determine and by order fix reasonable rates, tolls, charges, schedules or joint rates to be imposed, observed and followed in the future* in lieu of those found to be unreasonable or unlawful. [Emphasis added.] This statute only grants the PSC power to set *future rates*. The interrelationship of secs. 66.076(9) and 196.37(1), Stats., indicates that sec. 66.076(9), Stats., only allows the PSC to set future rates, not past retroactive rates.”

Kimberly-Clark Corp. v. Pub. Serv. Comm'n of Wisconsin, 107 Wis. 2d 177, 184, 320 N.W.2d 5, 8 (Ct. App. 1982), aff'd, 110 Wis. 2d 455, 329 N.W.2d 143 (1983).

The PSC can review past rates, but it is only able to set future rates: “the PSC could only *review* past rates, but it may *set* rates for the future.” *Kimberly-Clark Corp. v. Pub. Serv. Comm'n of Wisconsin*, 107 Wis. 2d 177, 184–85, 320 N.W.2d 5, 8 (Ct. App. 1982), aff'd, 110 Wis. 2d 455, 329 N.W.2d 143 (1983). “Consequently, this court holds that sec. 66.076(9), Stats. (1975), did not allow the PSC to set rates retroactively or to order refunds.” *Kimberly-Clark Corp. v. Pub. Serv. Comm'n of Wisconsin*, 107 Wis. 2d 177, 185, 320 N.W.2d 5, 9 (Ct. App. 1982), aff'd, 110 Wis. 2d 455, 329 N.W.2d 143 (1983).

In closing, it is our opinion that the sewer rates must be uniform throughout the City, irrespective of what the costs are for individual customers. If the rates are changed, there is no requirement to proactively refund payments that have been made. If a particular customer decides

to challenge the previous rates, it must be done through a complaint filed with the Public Service Commission, at which time the City can address that specific claim directly.

Address	A/R Balance	3/20/2018												# of billed qtrs @ \$110	Amount Owed to Customer
		9/20/20	6/20/20	3/20/20	12/20/19	9/20/19	6/20/19	3/20/19	12/20/18	9/20/18	6/20/18	3/20/18			
N8 W27331 WOODRIDGE LN	\$308.93	306.41	306.41	306.41	249.61	249.61	249.61	249.61	217.26	217.26	217.26	198.66	2,768.11	1210	1,558.11
N10 W27274 ROLLING RIDGE DR	\$308.93	306.41	306.41	306.41	249.61	249.61							1,418.45	550	868.45
N10 W27312 ROLLING RIDGE DR	\$308.93	306.41	316.11	316.11	247.02								1,185.65	440	745.65
N10 W27312 ROLLING RIDGE DR													1,599.27	770	829.27
N10 W27338 ROLLING RIDGE DR	\$308.93	306.41	306.41	306.41	249.61	249.61	249.61	249.61	217.26	217.26	217.26	198.66	2,768.11	1210	1,558.11
N10 W27366 ROLLING RIDGE DR	\$308.93	316.11	316.11	316.11	259.31	259.31							1,466.95	550	916.95
N10 W27366 ROLLING RIDGE DR													1,349.66	660	689.66
N10 W27394 ROLLING RIDGE DR	\$308.93	306.41	306.41	306.41	249.61	249.61	249.61	249.61	217.26	217.26	217.26	198.66	2,768.11	1210	1,558.11
W274 N1144 ROLLING RIDGE DR	\$308.93	306.41	306.41	306.41	249.61	249.61	249.61	249.61	217.26	217.26	217.26	198.66	2,768.11	1210	1,558.11
W274 N1170 ROLLING RIDGE DR	\$308.93	306.41	306.41	306.41	249.61	249.61	249.61	249.61	217.26	217.26	217.26	198.66	2,768.11	1210	1,558.11
N11 W27586 WILDWOOD CT	\$308.93	306.41	306.41	306.41	249.61	249.61	249.61	249.61	217.26	217.26	217.26	198.66	2,768.11	1210	1,558.11
N11 W27602 WILDWOOD CT	\$308.93	306.41	306.41	306.41	249.61	249.61	249.61	249.61	217.26	217.26	217.26	198.66	2,768.11	1210	1,558.11
N11 W27482 WILDWOOD LN	\$308.93	306.41	306.41	306.41	249.61	249.61	249.61	249.61	217.26	217.26	217.26	198.66	2,768.11	1210	1,558.11
W275 N1051 WILDWOOD LN	\$308.93	306.41	306.41	306.41	249.61	249.61	249.61	249.61	217.26	217.26	217.26	198.66	2,768.11	1210	1,558.11
W275 N1046 WILDWOOD LN	\$308.93	306.41	306.41	306.41	249.61	249.61	249.61	249.61	217.26	217.26	217.26	198.66	612.82	220	392.82
N11 W27475 WILDWOOD LN	\$308.93	306.41	306.41	306.41	249.61	249.61	249.61	249.61	217.26	217.26	217.26	198.66	2,768.11	1210	1,558.11
W275 N1078 WILDWOOD LN	\$308.93	316.11	316.11										632.22	220	412.22
W275 N1078 WILDWOOD LN													2,155.29	990	1,165.29
N10 W27434 ROLLING RIDGE CT	\$308.93	306.41	306.41	306.41	249.61	249.61	249.61	249.61	217.26	217.26	217.26	198.66	2,768.11	1210	1,558.11
N10 W27449 ROLLING RIDGE CT	\$308.93	306.41	306.41	306.41	249.61	249.61	249.61	249.61	217.26	217.26	217.26	198.66	2,768.11	1210	1,558.11
N10 W27437 ROLLING RIDGE CT	\$308.93	306.41	306.41	306.41	249.61	249.61	249.61	249.61	217.26	217.26	217.26	198.66	2,768.11	1210	1,558.11
N10 W27405 ROLLING RIDGE DR	\$308.93	306.41	306.41	306.41	249.61	249.61	249.61	249.61	217.26	217.26	217.26	198.66	2,768.11	1210	1,558.11
N9 W27366 JACQUELYN DR	\$308.93	306.41	306.41	306.41	249.61	249.61	249.61	249.61	217.26	217.26	217.26	198.66	2,768.11	1210	1,558.11
W274 N977 JACQUELYN DR	\$308.93	306.41	306.41	306.41	249.61	249.61	249.61	249.61	217.26	217.26	217.26	198.66	2,768.11	1210	1,558.11
W274 N949 JACQUELYN DR	\$308.93	306.41	306.41	306.41	249.61	249.61	249.61	249.61	217.26	217.26	217.26	198.66	2,768.11	1210	1,558.11
W274 N895 JACQUELYN DR	\$308.93	306.41	306.41	306.41	249.61	249.61	249.61	249.61	217.26	217.26	217.26	198.66	2,768.11	1210	1,558.11
W274 N867 JACQUELYN DR	\$308.93	306.41	306.41	306.41	249.61	249.61	249.61	249.61	217.26	217.26	217.26	198.66	2,768.11	1210	1,558.11
N9 W27353 JACQUELYN DR	\$308.93	306.41	306.41	306.41	249.61	249.61	249.61	249.61	217.26	217.26	217.26	198.66	2,768.11	1210	1,558.11
W274 N835 JACQUELYN DR	\$308.93	306.41	306.41	306.41	249.61	249.61	249.61	249.61	217.26	217.26	217.26	198.66	2,768.11	1210	1,558.11
N7 W27530 WOODRIDGE LN	\$308.93	306.41	306.41	306.41	249.61	249.61	249.61	249.61	226.96	226.96			2,371.59	990	1,381.59
N8 W27550 WOODRIDGE CT	\$308.93	306.41	306.41	306.41	249.61	249.61	249.61	249.61	217.26	217.26	217.26	198.66	2,768.11	1210	1,558.11
N8 W27570 WOODRIDGE CT	\$308.93	306.41	306.41	306.41	249.61	249.61	249.61	249.61	217.26	217.26	217.26	198.66	2,768.11	1210	1,558.11
W276 N770 WOODRIDGE LN	\$308.93	306.41	306.41	306.41	249.61	249.61	249.61	249.61	217.26	217.26	217.26	198.66	2,768.11	1210	1,558.11
N7 W27441 WOODRIDGE LN	\$308.93	306.41	306.41	306.41	249.61	249.61	249.61	249.61	217.26	217.26	217.26	198.66	2,768.11	1210	1,558.11
N7 W27477 WOODRIDGE LN	\$308.93	306.41	306.41	306.41	249.61	249.61	249.61	249.61	217.26	217.26	217.26	198.66	2,768.11	1210	1,558.11
N7 W27485 WOODRIDGE LN	\$308.93	306.41	306.41	306.41	249.61	249.61	249.61	249.61	217.26	217.26	217.26	198.66	2,768.11	1210	1,558.11
N7 W27601 WOODRIDGE LN	\$308.93	306.41	306.41	306.41	249.61	249.61	249.61	249.61	217.26	217.26	217.26	198.66	2,768.11	1210	1,558.11
N7W27601 WOODRIDGE LN													2,189.91	770	1,419.91
W276 N737 WOODRIDGE LN	\$308.93	306.41	316.11	316.11	254.57								633.18	330	303.18
W276 N737 WOODRIDGE LN													1,193.20	440	753.20
W276 N775 WOODRIDGE LN	\$308.93	306.41	306.41	306.41	249.61	249.61	249.61	249.61	217.26	217.26	217.26	198.66	1,599.27	770	829.27
N7 W27377 JACQUELYN DR	\$308.93	306.41	306.41	306.41	249.61	249.61	249.61	249.61	217.26	217.26	217.26	198.66	2,768.11	1210	1,558.11
N7 W27355 JACQUELYN DR	\$308.93	306.41	306.41	306.41	249.61	249.61	249.61	249.61	217.26	217.26	217.26	198.66	2,768.11	1210	1,558.11
N7 W27325 JACQUELYN DR	\$308.93	306.41	306.41	306.41	249.61	249.61	249.61	249.61	217.26	217.26	217.26	198.66	2,768.11	1210	1,558.11
N7 W27291 JACQUELYN DR	\$308.93	306.41	306.41	306.41	249.61	249.61	249.61	249.61	217.26	217.26	217.26	198.66	2,768.11	1210	1,558.11
N7 W27262 JACQUELYN DR	\$308.93	306.41	306.41	306.41	249.61	249.61	249.61	249.61	217.26	217.26	217.26	198.66	2,768.11	1210	1,558.11

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**CITY OF PEWAUKEE
COMMON COUNCIL AGENDA ITEM 12.**

DATE: December 7, 2020

DEPARTMENT: Public Works

PROVIDED BY: Magdelene Wagner

SUBJECT:

Discussion and Possible Action to Approve The Waters Development Agreement and Establish the Amount of the Letter of Credit in the Amount of \$1,309,209.84 [Wagner]

BACKGROUND:

Development that involve the construction of public infrastructure requires a development agreement and letter of credit. The Waters development consists of 15 cottages and main building with a memory care wing, cafeteria, and senior living apartments. The development has public infrastructure for roads, sanitary sewer, water main, and storm sewer which will be installed to support the development of the parcel.

The attached construction cost spreadsheet indicates the cost is \$1,091,008.20. After adding 20% as required in our Ordinances, the recommended value of the letter of credit be established by the Common Council at \$1,309,209.84.

FINANCIAL IMPACT:

All City costs are paid by the Developer.

Long term financial impacts were not reviewed.

RECOMMENDED MOTION:

We recommend the Common Council approve The Waters Development Agreement, contingent upon any requirements of the City Attorney and City Engineer, and establish the initial amount of the letter of credit at \$1,309,209.84 in a form approved by the City Attorney.

ATTACHMENTS:

Description

The Waters Public Infrastructure

Draft Developer's Agreement

LOC Verification

Waters LOC Improvement costs

~~Caution: This is a model form -- as changes are made, paragraph and exhibit numbers, and references to the same, must change.~~

~~MODEL~~ DEVELOPER'S AGREEMENT
FOR
WATERS OF PEWAUKEE ~~(name of Development)~~
CITY OF PEWAUKEE, WAUKESHA COUNTY, WISCONSIN

THIS AGREEMENT made this _____ day of _____, 2020, between SHP VI WSLG PEWAUKEE JV LLC ~~(Developer's Name)~~, a Delaware limited liability company ~~(type of entity)~~, 1600 Hopkins Crossroad, Minnetonka, MN 55305 ~~(Address)~~, hereinafter called "DEVELOPER", and the CITY of PEWAUKEE in the County of Waukesha and the State of Wisconsin, hereinafter called the "CITY".

WITNESSETH:

WHEREAS, the DEVELOPER is the owner of land in the CITY, said land being located at the northeast corner of Pewaukee Road (S.T.H. 164) and Hawks Meadow Drive in the City of Pewaukee, Waukesha County, Wisconsin, more particularly described on **EXHIBIT A** attached hereto and incorporated herein, hereinafter called "SUBJECT LANDS"; and

WHEREAS, the DEVELOPER desires to divide and develop SUBJECT LANDS ~~for residential purposes by use of housing for elderly or assisted living housing units under Pewaukee Ordinance 17.0416(c)(2) and consistent with~~ the standard regulations as set forth in Chapter 236 of the Wisconsin Statutes and Chapter 18 of the City of Pewaukee Municipal Code regulating land division and development; and

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

WHEREAS, said SUBJECT LANDS are presently zoned RM-3, which allows the above-described development as a conditional use; and

WHEREAS, the DEVELOPER may be required to grant additional outlots, right of way, or easements over a part of the SUBJECT LANDS for sanitary sewer, storm sewer and water; and

WHEREAS, the DEVELOPER and CITY desire to enter into this agreement in order to ensure that the DEVELOPER will make and install all public improvements which are reasonably necessary and further that the DEVELOPER shall dedicate the public improvements to the CITY, provided that said public improvements are constructed to City specifications, ordinances, standards, and this agreement and as required by the CITY Engineer, without cost to the CITY; and

WHEREAS, this Agreement is necessary to implement the CITY zoning and land division ordinances; and

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WHEREAS, the DEVELOPER agrees to develop SUBJECT LANDS as herein described in accordance with this Agreement, conditions previously approved by the CITY Plan Commission and Governing Body of the CITY, conditions of all applicable governmental agencies, all CITY ordinances and all laws and regulations governing said development; and

WHEREAS, the CITY ~~Plan Commission has given conditional Preliminary Plat approval to Common Council approved Conditional Use Permit No. CUP 19-12-1 for the development, as shown on the document marked "Preliminary Plat" on documented in the Covenant recorded in the Office of the Register of Deeds of Waukesha County on even date herewith as Document No. _____ and on~~ file in the CITY Clerk's office, conditioned in part upon the DEVELOPER and the CITY entering into a DEVELOPER's Agreement, as well as other conditions as approved by the CITY Common ~~eCouncil, and~~

~~WHEREAS, the DEVELOPER is now seeking from the CITY Plan Commission and CITY Common council final plat approval for the development.~~

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

DEVELOPER'S COVENANTS

SECTION I. IMPROVEMENTS

A. PUBLIC STREETS: The DEVELOPER hereby agrees that:

1. Prior to the start of construction of public street improvements, the DEVELOPER shall provide to the CITY written certification from the DEVELOPER'S Engineer or Surveyor that all public street plans are in conformance with all federal, state, county and CITY specifications, regulations and ordinances, and written proof from the CITY Engineer evidencing review and approval of said plans.
2. The DEVELOPER shall grade and install all planned public streets in accordance with the ~~preliminary plat~~, approved development plan of said development ~~or subdivision, or final plat as the case may be~~ and the plans and specifications attached hereto as EXHIBIT B ~~Exhibit~~.
3. Construction of the public streets providing access to and fronting a specific lot will be completed, presented and accepted by the CITY Common eCouncil through the first lifts of asphalt before any occupancy building permits are issued for said lot.
4. The first lifts of the public streets will be completed and presented to the CITY Common eCouncil no later than December 15, 2022, or as extended by the CITY Common eCouncil. ~~If the public street plan is phased pursuant to a phasing plan approved by the CITY Common council, the first lifts of the second phase of the public streets will be completed and presented to the CITY Common council no~~

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Commented [WM1]: No. Wednesday before Thanksgiving as temperature allows. Will not accept 12/15 as the date.

later than _____, or as extended by the CITY Common council.

5. The final lift of asphalt shall be placed on all public streets after at least one winter season, but not later than October 15th, 2023, unless extended by the CITY Common eCouncil. ~~If the public street plan is phased pursuant to the phasing plan approved by the CITY Common council, the final lift of asphalt shall be placed on all the public streets after at least one winter season, but no later than _____, unless extended by the CITY Common council.~~
6. The DEVELOPER shall maintain public streets, including snowplowing, unless otherwise approved by the CITY Administrator, until accepted by resolution by the CITY Common eCouncil.
7. The DEVELOPER shall have ultimate responsibility for cleaning up any and all mud, dirt, stone or debris on the streets until such time as the final lift of asphalt has been installed by the DEVELOPER and accepted by the CITY Common eCouncil. The CITY shall make a reasonable effort to require the contractor, who is responsible for placing the mud, dirt, stone or debris on the street, to clean up the same ~~or to hold the subject property owner who hired the contractor responsible.~~ The DEVELOPER ~~and/or subject property owner~~ shall clean up the streets within twenty-four (24) hours after receiving a written notice from the CITY. If said mud, dirt, stone or debris are not cleaned up after notification, the CITY will do so at the DEVELOPER's ~~and/or subject property owner's~~ expense, at the option of the CITY.

B. SANITARY SEWER: The DEVELOPER hereby agrees:

1. Prior to the start of construction of sanitary sewer improvements, DEVELOPER shall provide to the CITY written certification from the DEVELOPER's Engineer that the sanitary sewer plans are in conformance with all Federal, State and CITY specifications, regulations, ordinances and guidelines and written proof that the CITY Engineer has approved said plans.
2. To construct, furnish, install and provide a complete sewerage system for the SUBJECT LANDS and necessary improvements, all in accordance with the plans, specifications and drawings attached hereto as ~~EXHIBIT~~Exhibit C and all applicable Federal, State and CITY ordinances, specifications, regulations and guidelines for the construction of sewerage systems in the CITY and as approved by the CITY Engineer. All sanitary sewers shall be televised by the Developer thirty (30) days prior to final lift of paving. All reports and a copy of the video tape shall be submitted to the City for review a minimum of ten (10) business days prior to paving.
3. To clean and televise the sanitary sewer system for the SUBJECT LANDS, repair any defects as determined by the CITY Engineer, supply the video tape to the CITY and clean all sewer lines prior to the issuance of building permits and acceptance of the improvements by the CITY.
4. That no occupancy~~building~~ permits shall be issued until the sanitary sewer system for any specific lot of the SUBJECT LANDS then-being developed has been dedicated to and accepted by the CITY.

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Commented [WM2]: What constitutes written notice? Email okay? Otherwise delete.

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Commented [WM3]: And all the downstream infrastructure required must be in place and accepted. Delete the red. I believe it's all one lot so not sure about the "specific lot" comment.

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5. A Reserve Capacity Assessment for Sewer in the amount of \$2,948 (2019 rate) as adjusted annually, is payable for each Residential Equivalent Connection proposed in accordance with the rules and standards of the City prior to the issuance of a building permit for ~~each~~ any lot then-being developed.
6. An Interceptor Capacity Assessment for Sewer in the amount of \$703.24 (2019 rate) as adjusted annually is payable for each Residential Equivalent Connection proposed in accordance with the rules and standards of the City prior to the issuance of a building permit for each lot.
7. Sanitary sewer record drawings (as-builts) will be prepared by the City and all costs associated with the record drawings shall be billed by the City and paid and the Developer.

Commented [WM4]: 3028 2020 rate

Commented [WM5]: Shouldn't this be unit? They don't have lots.

Commented [WM6]: 727.08 2020 rate

Commented [WM7]: See 5 above. Lot to be unit?

Commented [WM8]: Delete. Not ICA for this development

C. WATER: The DEVELOPER hereby agrees:

1. Prior to the start of construction of water improvements, DEVELOPER shall provide to the CITY written certification from the DEVELOPER's Engineer that the water system plans are in conformance with all Federal, State and CITY specifications, regulations, ordinances and guidelines and written proof that the CITY Engineer has approved said plans.
2. To construct, furnish, install and provide a complete water system for the SUBJECT LANDS, all in accordance with the plans, specifications and drawings on file in the CITY Clerk's office and all applicable Federal, State and CITY ordinances, specifications, regulations and guidelines for the construction of water systems in the CITY and as approved by the CITY Engineer.
3. That no ~~occupancy~~building permits shall be issued until the water system for any specific lot of the SUBJECT LANDS then-being developed has been dedicated to and accepted by the CITY.
4. The City has established a Water Utility which will sell water and charge for same at a rate approved by the Public Service Commission to all ~~homes~~ residential buildings in the SUBJECT LANDS on an individual basis. A Reserve Capacity Assessment for water in the amount of \$4,804 (2019 rate) as adjusted annually is understood to be payable upon each Residential Equivalent Connection proposed in accordance with the rules and standards of the City prior to issuance of a building permit for ~~each~~ any lot then-being developed.
5. Water record drawings (as-builts) will be prepared by the City and all costs associated with the record drawings will be billed by the City and paid by the Developer.

Commented [WM9]: I don't like this. I'm concerned with construction equipment running over infrastructure that does not have its full cover or damaging valves/services before paved.

Commented [WM10]: unit? The system must be operational.

Commented [WM11]: Also commercial. Maybe customers?

Commented [WM12]: 4885 2020 rate

Commented [WM13]: unit?

D. SURFACE AND STORM WATER DRAINAGE: The DEVELOPER hereby agrees that:

1. Prior to the start of construction of surface and storm water facilities, the DEVELOPER shall provide to the CITY written certification from the DEVELOPER'S Engineer or Surveyor that all surface and storm water drainage facilities plans are in conformance with all federal, state, county and CITY regulations, guidelines, specifications, laws and ordinances.

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2. The DEVELOPER shall construct, install, furnish and provide adequate facilities for surface and storm water drainage throughout the development with adequate capacity to transmit the anticipated flow from the development and adjacent property, in accordance with this Agreement, all approved plans, specifications, and all applicable federal, state, and CITY regulations, guidelines, specifications, laws and ordinances, and as reviewed and approved by the CITY Engineer and the plans have been attached hereto and marked EXHIBIT D. Storm water piping located within utility easements and public road right-of-way within the Development will be dedicated to the City and accepted by the City. Maintenance of the infrastructure not dedicated to the City will be responsibility of the Developer or a subsequent owners. The specific maintenance and management practices of all of the storm water structures and facilities shall be set forth in the Storm Water Management Practices and Maintenance Agreement to be agreed upon by the Developer and City prior to the final development approval by the City.
3. The DEVELOPER agrees that the site grading and construction of surface and storm water drainage facilities shall be completed and accepted by the CITY before any building permits are issued.
4. The CITY Common Council will not accept the surface and storm water drainage system until the entire system is installed and landscaped in accordance with plans and specifications to the satisfaction of the CITY Engineer.
5. The DEVELOPER shall clean and televise all storm sewers, if any, prior to issuance of occupancy building permits for any specific lots then-being developed and acceptance of said improvements by the CITY Common Council.
6. The CITY retains the right to require DEVELOPER to install additional surface and storm water drainage measures if it is determined by the CITY Engineer that the original surface and storm water drainage plan as designed and/or constructed does not provide reasonable stormwater drainage within the development and surrounding area until such time the City accepts the improvements by resolution and the guarantee period has ended.
7. Public storm water record drawings (as-builts) will be prepared by the City and all costs associated with the record drawings shall be billed by the City and paid by the Developer. Private storm water grading, pond, and swale record drawings (as-builts) shall be prepared by the Developer and submitted to the City for approval.

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

1. Prior to commencing site grading and excavation associated with this Agreement, the DEVELOPER shall provide to the CITY written certification from the DEVELOPER'S Engineer or Surveyor that said plan, once implemented, shall meet all federal, state, and City regulations, guidelines, specifications, laws and ordinances, including proof of notification of land disturbances to the State of Wisconsin Department of Natural Resources and written proof that the CITY

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Commented [WM14]: Landscaped too. Why not? If it isn't, it will lead to additional cleaning of the system. How about at least dense grass so it doesn't necessarily include trees/shrubs/flowers, etc.?

Commented [WM15]: Unit?

Engineer and the Army Corps of Engineers, if applicable, have approved said plans.

2. The DEVELOPER shall cause all grading, excavation, open cuts, side slopes and other land surface disturbances to be so seeded and mulched, sodded or otherwise protected that erosion, siltation, sedimentation and washing are prevented in accordance with the plans and specifications reviewed and approved by the CITY Engineer, Chapter 19 Ordinances, Department of Natural Resources and its Technical guidance, and Army Corps of Engineers, if applicable. Plans are attached hereto and marked EXHIBIT Exhibit.
3. All disturbed areas shall be restored to the satisfaction of the CITY Engineer in accordance with all applicable permits, approved plans, or as directed by any regulatory agency. Any cash or letter of credit held by the CITY will not be released until the CITY Engineer is satisfied that no further erosion measures are required and in accordance with all applicable permits.
4. To maintain all roads free from mud and dirt from construction of the development. Developer agrees to, at no cost to the City, clean the construction debris from the roadways at least once per day or as directed by the City Engineer.

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

1. The DEVELOPER shall preserve to the maximum extent possible existing trees, shrubbery, vines, and grasses not actually lying on the public streets, drainage ways, building foundation sites, private driveways, paths and trails by use of sound conservation practices.
2. The DEVELOPER, as required by the CITY, shall remove and lawfully dispose of buildings, destroyed trees, brush, tree trunks, shrubs and other natural growth and all rubbish.
3. Landscaping and removal of unwanted items, including buildings or soil absorption waste disposal areas, will be completed and certified as complete by the CITY Engineer prior to the issuance of any occupancybuilding permits for any specific lot then-being developed.
4. The DEVELOPER shall delineate all wetlands that are on or adjacent to private lots by means of cedar posts, as approved by the CITY staff prior to the issuance of building permits.
5. The CITY has the right to trim and remove any features which would interfere with safe operation and maintenance of the CITY right-of-ways, easements, outlots, and drainage ways now or in the future without reparations.

Commented [WM16]: Unit?

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

1. Street signs, traffic control signs, culverts, posts and guard rails as required by all applicable federal, state, and CITY regulations, guidelines, specifications, laws, and ordinances shall be obtained and placed by the CITY, or by the

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DEVELOPER with approval of the CITY, and the cost thereof shall be paid by the DEVELOPER.

2. All traffic control signs and street signs, as required by the CITY will be installed within five (5) working days of the placement of the first lifts of asphalt.

H. STREET LIGHTS: The DEVELOPER hereby agrees to install a street lighting system in the development according to a plan prepared by the Wisconsin Electric Power Company and on file with the CITY Clerk and approved by the CITY prior to issuance of building permits unless waived by CITY Staff.

I. SIDEWALK OR TRAILS: The DEVELOPER hereby agrees to install sidewalks or trails in accordance with the approved plans and any federal, state or City regulations now or in the future. All maintenance or improvements associated with the sidewalk or trails, crossings, signage will solely be the responsibility of the Developer or subsequent owners. If such maintenance is not completed and it is located within the public right-of-way or public easements, the City may complete this work and the Developer will be billed by the City and all bills will be paid by the Developer. If payment is not received for the amount of said completion costs, the CITY shall be empowered in addition to its other remedies, without notice or hearing, to impose a special charge upon each and every lot in the development payable with the next succeeding tax roll

Commented [WM17]: Stan – would like a stronger agreement for this when these are located within the City ROW/Easements/outlots. I'm thinking a separate agreement specific to the crossings or language on the CSM.

(Note: Other specific required improvements should be listed as separate lettered categories, as may be necessary with regard to specific developments.)

J. ADDITIONAL IMPROVEMENTS:

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

Commented [WM18]: Is there any other way? Delete

SECTION II. TIME OF COMPLETION OF IMPROVEMENTS:

The improvements set forth in Section I above shall be completed by the DEVELOPER in total within ~~twelve (12)~~ 36 months of the date of this Agreement being signed except as otherwise provided for in this Agreement.

As noted in Section I, A (4), the first lift of asphalt of the public streets will completed and presented to the City no later than December 15, 2022, or no later than the Wednesday before Thanksgiving Day of the year the development starts construction, or such later date as extended by the City.

Commented [WM19]: Not on City owned street. Must be the Wednesday before Thanksgiving as temperature allows. Must be in before homes can be constructed. Change back to original language. They have to be constructed by this date, but can be presented later...is this why they changed the date?

Commented [WM20]: And in accordance with the City Technical Standards.

As noted in Section I, A (5), the final lift of asphalt shall be placed on all public streets after at least one winter season, but no later than October 15th the year after the binder was placed unless extended by the City.

SECTION III. FINAL ACCEPTANCE.

Throughout this Agreement, various stages of the development will require approval by the CITY. "Final Acceptance" as used herein, however, shall be the ultimate acceptance of all of the improvements in the completed development as a whole, and shall be granted specifically by separate resolution of the CITY Common eCouncil. It is understood that building permits may be issued by the City prior to the time of Final Acceptance of all of the improvements. The one-year correction period for Improvements required under this Agreement shall not commence to run until Final Acceptance by the City of all Improvements is granted. The issuance of building permits and approval of various items of development shall not commence the one-year guarantee period.

The Final Acceptance of all infrastructure and facilities shall occur on the date of the final lift of asphalt is installed and approved by the City. At that time, the public facilities and infrastructure shall be ready for acceptance by the City and City shall adopt a final resolution accepting all of the facilities upon approval by the City Engineer.

SECTION IV. DEDICATION OF IMPROVEMENTS:

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

Dedication shall not constitute acceptance of any improvement by the CITY Common eCouncil. All improvements will be accepted by the CITY Common eCouncil by separate resolution at such time as such improvements are in acceptable form and according to the Plans and specifications approved by the CITY and at times as required by this Agreement. Said resolution shall be recorded, if needed, with the Waukesha County Register of Deeds. DEVELOPER will furnish proof to the CITY, prior to the dedication required, that the public land and improvements proposed for dedication are free of all liens, claims and encumbrances, including mortgages.

SECTION V. ACCEPTANCE OF WORK AND DEDICATION:

When the DEVELOPER shall have completed the improvements herein required and shall have dedicated the same to the CITY as set forth herein, the same shall be accepted by the CITY Common eCouncil if said improvements have been completed as required by this Agreement and as may also be required by all federal, state, or CITY

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guidelines, specifications, regulations, laws and ordinances and approved by the CITY Engineer.

Developer shall also be responsible for maintenance of all sanitary sewer, water main, storm sewers, storm water facilities, ditches, grading, landscaping, and other facilities until City accepts the final lift on the streets, at which time streets and all facilities shall then be accepted by the City and City maintenance shall then commence.

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

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

SECTION VII. GUARANTEES OF IMPROVEMENTS:

- A. Guarantee. The DEVELOPER shall guarantee after Final Acceptance, the public improvements and all other improvements described in Section I hereof, against defects due to faulty materials or workmanship, provided that such defects appear within a period of one year from the date of Final Acceptance of the improvements. The DEVELOPER shall pay for any damages to CITY property and/or improvements resulting from such faulty materials or workmanship. This guarantee shall not be a bar to any action the CITY might have for negligent workmanship or materials. Wisconsin law on negligence shall govern such situations. If the DEVELOPER fails to cure or pay for any damages or defects to CITY property and/or improvements, and the CITY is required to draw against the cash or letter of credit on file with the CITY, the DEVELOPER is then required to replenish said monies up to the aggregate amount of one hundred percent (100%) of the total cost of all improvements.
- B. Obligation to Repair. The DEVELOPER shall make or cause to be made, at its own expense, any and all repairs which may become necessary under and by virtue of the DEVELOPER'S guarantee and shall leave the improvements in good and sound condition, satisfactory to the CITY Common ~~e~~Council at the expiration of the guarantee period.
- C. Notice of Repair. If during said guarantee period, the improvements shall, in the reasonable opinion of the CITY Staff, require any repair or replacement which, in their judgment, is necessitated by reason of settlement of foundation, structure of backfill, or other defective materials or workmanship, the CITY shall notify Developer of the same (which notice shall include a reasonable amount of time for DEVELOPER to complete such repair or replacement) and the DEVELOPER shall, upon receipt of such notice~~notification by the CITY the necessity for such repair or replacement,~~ make such repair or replacement, at its own cost and expense. Should the DEVELOPER fail to make such repair or replacement within the time specified by the CITY in the aforementioned notification, after notice has been sent as provided herein, the CITY may cause such work to be done, but has no obligation to do so, either by contract or otherwise, and the CITY may draw upon such guarantee security to pay any costs or expenses incurred in connection with such

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repairs or replacements. Should the costs or expenses incurred by the CITY in repairing or replacing any portion of the improvements covered by this guarantee exceed the amount of the guarantee security, then the DEVELOPER shall immediately pay any excess cost or expense incurred in the correction process.

D. Maintenance Prior to Acceptance.

1. All improvements shall be maintained by the DEVELOPER so they conform to the approved plans and specifications at the time of their Final Acceptance of the improvements by the CITY. This maintenance shall include routine maintenance, such as crack filling, roadway patching and the like. In cases where emergency maintenance is required, the CITY retains the right to complete the required emergency maintenance in a timely fashion and bill the DEVELOPER for all such associated costs, provided the City shall first ~~make reasonable attempts to provide telephonic advance written~~ notice to Developer of the need for such emergency maintenance. Said bill shall be paid within 5 days by the DEVELOPER. The DEVELOPER'S obligation to maintain all improvements shall expire at the expiration of the guarantee period and any residual financial guarantee or cash deposit shall be returned to Developer.
2. Street sweeping and dust suppression shall be done by the DEVELOPER upon a regular basis as needed to ensure a reasonably clean and safe roadway and air quality until Final Acceptance by the CITY. Should the DEVELOPER fail to meet this requirement, the CITY will cause the work to be done and will bill the DEVELOPER on a time and material basis. Said bill shall be paid within 5 days by the DEVELOPER.
3. In the event drainage problems arise within the SUBJECT LANDS or related activities on the SUBJECT LANDS, the DEVELOPER shall correct such problems to the satisfaction of the CITY Staff. Such correction measures shall include, without limitation because of enumeration, cleaning of soil, loose aggregate and construction debris from culverts, drainage ditches and streets; dredging and reshaping of siltation or retention ponds; replacing of siltation fences; sodding and seeding; construction of diversion ditches, ponds and siltation traps; and restoration of all disturbed areas. This responsibility shall continue until such time as the roads, ditches, and other disturbed areas have become adequately vegetated and the CITY is satisfied that the DEVELOPER has restored all areas which were disturbed because of this development.
4. Snowplowing and ice control of the public streets shall be the responsibility of the Developer until such time as the final lift of asphalt is constructed and the City accepts the street improvements. The City shall not plow the streets prior to the acceptance unless a separate arrangement has been made between the Developer and City for this service.

~~(Note: This paragraph may need to be modified depending upon the required public improvements in for specific developments.)~~

SECTION VIII. CITY RESPONSIBILITY FOR IMPROVEMENTS:

The CITY shall not be responsible to perform repair, maintenance, or snow plowing, on any improvements until Final Acceptance of the Improvements by the CITY.

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Commented [WM21]: If it's an emergency, how am I to give written notice? Strike this and return to original.

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

Developer may proceed with the installation of the grading and public improvements referenced in this Agreement and ~~will~~ with all other work related to the Development of the Subject Lands prior to approval of the final ~~plat~~ building plans. All work on the Subject Lands may commence upon execution of this Agreement.

DEVELOPER shall proceed at its own risk as to whether or not the final ~~plat~~ building plans will receive all necessary approvals following completion of such Improvements. The DEVELOPER, prior to commencement of the installation of public improvements or other work on Subject Lands, shall notify the CITY of the DEVELOPER'S intention to proceed with the installation of public improvements or other work on Subject Lands. Additionally, DEVELOPER shall make arrangements to have any public improvements and/or other work on Subject Lands inspected by the CITY Engineer.

SECTION X. FINANCIAL GUARANTEE:

Prior to the execution of this agreement by the CITY, the DEVELOPER shall file with the CITY cash deposit or a letter of credit setting forth terms and conditions in a form approved by the CITY Attorney in the amount as approved by the CITY Engineer as a guarantee that the DEVELOPER will perform all terms of this Agreement no later than October 15, 2023 ~~one (1) year from the signing of this Agreement~~ except as otherwise set forth in this Agreement or agreed by the CITY Engineer. Such cash deposit or letter of credit will be in place with the City prior to the start of any construction activities. If at any time:

- A. The DEVELOPER is in default of any aspect of this Agreement beyond any applicable notice and cure period, or
- B. The DEVELOPER does not complete the installation of the improvements within ~~one (1) year from the signing of this agreement~~ the timeframes set forth in this Agreement unless otherwise extended by this Agreement or by ~~action of~~ the CITY Engineer, or
- C. The letter of credit on file with the CITY is dated to expire sixty (60) days prior to the expiration of the same if the same has not been extended, renewed or replaced, or
- D. The DEVELOPER fails to maintain a cash deposit or letter of credit in an amount approved by CITY Engineer, and in a form approved by the CITY Attorney, to pay the costs of improvements related ~~at~~ to the Subject Lands.

Then the DEVELOPER shall be deemed in violation of this Agreement and the CITY shall have the authority to draw upon the letter of credit or cash deposit.

The amount of the cash deposit or letter of credit may be reduced by resolution of the City as the improvements are completed by the Developer, provided that the remaining cash deposit or letter of credit is sufficient to secure completion for any remaining improvements pursuant to the deposit methodology set forth in this Section X.

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

The cash deposit or letter of credit shall further be available to pay for removal of any Improvements that have been constructed and intended for public use, but have not been utilized due to abandonment of the development for a period of five (5) years.

SECTION XI. BUILDING AND OCCUPANCY PERMITS:

It is expressly understood and agreed that no ~~building or~~ occupancy permits shall be issued for any ~~homes, including model homes units on any specific lot then developed,~~ until the CITY Engineer has determined that:

Commented [WM22]: There are no lots.

A. The installation of the first lifts of asphalt of the public street(s) providing access to and fronting a specific lot for which ~~an occupancy building~~ permit is requested has been completed and accepted by the CITY.

Commented [WM23]: Building permit...how will they access it if there is not a public road? Building inspection needs to paved access, don't they? Kevin requires any road not paved be able to support a 70,000 lbs.

B. The site grading and construction of surface and storm water drainage facilities required to serve such ~~homes units~~ are completed, are connected with an operating system as required herein, are cleaned as needed, and are accepted by the CITY.

C. All Storm Water/Erosion Control landscaping and removal of unwanted items, including buildings, has been certified as complete by the CITY Engineer.

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

E. The DEVELOPER has paid in full all permit fees and reimbursement of administrative costs as required by this ~~A~~ agreement.

~~F. The DEVELOPER has prepared appropriate deed restrictions as noted on the Final Plat and also noted in the document of Declarations of Protective Covenants, Conditions, Easements and Restrictions which are approved by the CITY, filed with the CITY Clerk and recorded with the Register of Deeds.~~

~~G-F.~~ All destroyed trees, brush, tree trunks, shrubs and other natural growth and all rubbish are removed from the Subject Lands and disposed of lawfully.

~~H-G.~~ All required "as built" plans for public improvements for the specific lot then-developed on the SUBJECT LANDS have been submitted and approved by the CITY Engineer.

Commented [WM24]: Unit – all the downstream must be done as well.

~~I-H.~~ All public and private utilities have been installed in the specific lot of the SUBJECT LANDS then-being developed, including street lighting fixtures (if required), gas, electric, telecommunications, and the sanitary sewer system, and the

Commented [WM25]: Unit? All downstream must be done as well.

water system which are connected with an operating system as required herein, are cleaned as needed, and are approved by the City Engineer.

~~J.I.~~ The DEVELOPER is not in default of any aspect of this ~~A~~greement, beyond any applicable notice and cure period.

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

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

The CITY reserves the right to withhold issuance of any and all ~~building occupancy permits~~ not previously issued if DEVELOPER is in material violation of this ~~A~~greement.

~~SECTION XIII. VACANT LOT MAINTENANCE EASEMENT.~~

~~Developer shall grant a vacant lot maintenance easement to the CITY, in a form that is subject to the approval of the CITY Attorney, and which shall be recorded with the Waukesha County Register of Deeds. The easement shall grant the CITY the right (but not the obligation) to enter upon any vacant Lot in the SUBJECT LANDS in order to inspect, repair, or restore the property so that it is in compliance with all applicable provisions of the CITY Municipal Code, including but not limited Chapter 7, entitled "Nuisances". A vacant lot shall include any lot that does not have an occupied principal structure that is used for single family purposes at the time of inspection, repair or restoration. All costs incurred by the CITY in exercising its right to inspect, repair or restore the Lot shall be borne by the owner of the Lot necessitating such inspection, repair or restoration and if not paid for by such Lot owner within forty five (45) days of receipt of any invoice therefore, may be placed against the tax roll for the Lot and collected as a special charge by the CITY.~~

SECTION ~~XIII~~^{IV}. MISCELLANEOUS REQUIREMENTS: The DEVELOPER shall:

A. EASEMENTS:

The Developer shall provide any easements including vision easements on SUBJECT LANDS deemed necessary by the CITY Engineer ~~before the final plat is signed or on the final plat in connection with recording certified survey maps dividing the SUBJECT LANDS~~ and such easements shall be along lot lines if at all possible.

B. MANNER OF PERFORMANCE:

The Developer shall cause all construction called for by this Agreement to be carried out and performed in a good and workmanlike manner.

C. SURVEY MONUMENTS:

The Developer shall properly place and install any lot, block or other monuments required by State Statute, CITY Ordinance or the CITY Engineer.

~~D. RESTRICTIONS:~~

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Commented [WM26]: Shouldn't this list or reference the condition use permit? Also they still have to follow the master grading plan for the homes they are building. They also have to follow the Maintenance agreement for the storm water facilities. I think this is still valid and should remain in.

~~The Developer shall execute and record restrictions noted on the Final Plat in the form attached hereto, made a part hereto and marked Exhibit _____ and provide proof of recording prior to sale of lots for the SUBJECT LANDS. The Restrictions shall contain the following language:~~

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

~~"No non-potable or potable water wells may be installed and operated for any purpose, including maintenance of landscaping or stormwater infiltration/retention/detention basins, on any lots, outlots, common grounds or commonly owned parcel(s) within the Subject Lands unless authorized in writing by the City of Pewaukee Common Council."~~

~~"Lot owners and/or owners associations within the Subject Lands are required to maintain all stormwater management facilities in accordance with the Storm Water Management Practices Maintenance Agreement."~~

~~E.D.~~ GRADES:

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

Commented [WM27]: Grading plans?

~~F.E.~~ UNDERGROUND UTILITIES:

The Developer shall install all electrical, telephone, cable and gas utilities underground other than above ground cabinets or pedestals or as otherwise agreed by the CITY Engineer. Coordination of installation and all costs shall be the responsibility of the DEVELOPER.

~~(Note: This paragraph will change if underground utilities are not required in specific situations.)~~

~~G.F.~~ PERMITS:

The Developer shall provide and submit to the CITY upon request valid copies of any and all governmental agency permits.

~~H.G.~~ REMOVAL OF TOPSOIL:

The DEVELOPER agrees that no topsoil shall be removed from the SUBJECT LANDS without approval from the CITY Engineer.

~~I.H.~~ IMPACT FEES:

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The Developer is aware that the City requires the payment of several different impact fees based on the amount of development pursuant to the ordinances presently in effect in the City and other rules and regulations of the City presently in effect and as they may be amended in the future. These impact fees may be adjusted annually and they may be payable at future times. ~~The Developer shall include in its deed restrictions notice to all future owners that they may be subject to payment of said impact fees.~~

~~(Additional items that may be added include sight distance, sump pump connection, wetland regulation, street lights, dedication fees, dedications, impact fees, etc.)~~

J.I. NOISE:

The Developer shall make every effort to minimize noise, dust and similar disturbances, recognizing that the SUBJECT LANDS are located near existing residences. Construction of improvements, including equipment start up, shall not begin before 7:00 a.m. during weekdays and 8:00 am on Saturdays, and 9:00 a.m. on Sundays. Construction of improvements shall not continue beyond 7:00 p.m. or dusk, whichever is earlier, during weekdays and Saturdays, and 5:00 p.m. or dusk, whichever is earlier, on Sundays unless otherwise approved by the City Engineer.

K.J. DEBRIS:

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

Commented [WM28]: Define. Email okay?

L.K. PUBLIC CONSTRUCTION PROJECTS:

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

M.L. ZONING CODE:

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

~~(Note: Additional miscellaneous requirements may apply in specific situations, which may then be added to this section. Such additional items may include sight distances, sump pump connections, wetland regulations, impact fees, etc.)~~

SECTION XIV.H. PAYMENT OF COSTS, INSPECTION & ADMINISTRATIVE FEES:

The DEVELOPER shall pay and reimburse the CITY promptly upon billing for all fees, expenses, costs and disbursements which shall be incurred by the CITY in connection with this development or relative to the construction, installation, dedication and acceptance of the Improvements covered by this Agreement, including without limitation by reason of enumeration, design, engineering, review, supervision, inspection and legal, administrative and fiscal work. Any such charge not paid by DEVELOPER within thirty (30) days of being invoiced may be charged against the financial guarantee held by the CITY pursuant to this Agreement, or assessed against the Subject Lands as a special charge pursuant to §66.60(16), Wisconsin Statutes.

SECTION XV~~III~~. GENERAL INDEMNITY:

In addition to, and not to the exclusion or prejudice of, any provisions of this Agreement or documents incorporated herein by reference, the DEVELOPER shall indemnify and save harmless and agrees to accept tender of defense and to defend and pay any and all legal, accounting, consulting, engineering and other expenses relating to the defense of any claim asserted or imposed upon the CITY, its officers, agents, employees and independent contractors growing out of this Agreement by any party or parties, provided the Developer shall have no obligations hereunder for any claims based upon any intentional, reckless or negligent action or omission by the City, its officers, agents, employees, and independent contractors. The DEVELOPER shall also name as additional insureds on its general liability insurance the CITY, its officers, agents, employees and any independent contractors hired by the CITY to perform services as to this development and give the CITY evidence of the same upon request by the CITY.

SECTION ~~XVIX~~. INSURANCE:

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

SECTION ~~XVIIIX~~. EXCULPATION OF CITY CORPORATE AUTHORITIES:

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

SECTION ~~XVIIIIX~~. GENERAL CONDITIONS AND REGULATIONS:

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

SECTION ~~XIXIII~~. ZONING:

The CITY does not guarantee or warrant that the SUBJECT LANDS of this Agreement will not at some later date be rezoned, nor does the CITY herewith agree to rezone the

lands into a different zoning district. It is further understood that any rezoning that may take place shall not void this Agreement.

SECTION XXIV. COMPLIANCE WITH CODES AND STATUTES:

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

SECTION XXV. PRELIMINARY PLAT AND FINAL PLAT CONDITIONS:

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

~~(Note: Additional conditions may also apply, and if so, should be added; e.g., conditions of rezoning, or conditional use permit, etc.)~~

SECTION XXVI. AGREEMENT FOR BENEFIT OF PURCHASERS:

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

SECTION XXVII. ASSIGNMENT:

The DEVELOPER shall not assign this Agreement without the written consent of the CITY which such consent shall not be unreasonably withheld or delayed. The assignee must agree to all terms and conditions of this document in writing.

SECTION XXVIII. PARTIES BOUND:

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

SECTION XXIX. HEIRS & ASSIGNS:

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

SECTION XXX. PHASING OF DEVELOPMENT:

~~In that the DEVELOPER has voluntarily agreed to develop the subject land in phases and has further agreed to submit along with the Final Plat of the first phase a phasing plan for the entire development, which shall be in substantial conformity with the phasing plan prepared and discussed by the Plan Commission for the CITY and shall be subject to review and must be specifically approved by the CITY Common council,~~

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~~Section 236.11(b), Wisconsin Statutes, which requires Final Plats to be filed within twenty four (24) months of the date of approval of the Preliminary Plat is hereby waived by the CITY provided the DEVELOPER complies with the approved phasing plan and further provided that the Final Plat of each phase complies substantially with the Preliminary Plat, as provided in Section 236.11(b), Wisconsin Statutes.~~

~~(Note: This section, of course, only applies if the DEVELOPER is proposing to proceed with the development in phases, and then only if the CITY has approved the phasing plan; otherwise, this section should be deleted.)~~

SECTION XXIVX. AMENDMENTS:

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

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

SHP VI WSLG PEWAUKEE JV LLC

(Developer's Name)

By: _____

By: _____

Authorized Signatory

STATE OF WISCONSIN)

)ss.

COUNTY OF (County))

Personally came before me this _____ day of _____, 2020, the above named _____, Authorized Signatory of SHP VI WSLG Pewaukee JV LLC, to me known to be the person who executed the foregoing instrument and acknowledged the same.

NOTARY PUBLIC, STATE OF WI
My commission expires: _____

CITY OF PEWAUKEE
WAUKESHA COUNTY, WISCONSIN

|

MAYOR – [Steve Bierce](#)

|

CLERK – [Kelly Tarczewski](#)

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STATE OF WISCONSIN)
)ss.
COUNTY OF WAUKESHA)

Personally came before me this _____ day of _____, 2020, the above-named Steve Bierce, Mayor, and Kelly Tarczewski, Clerk, of the above-named municipal corporation, to me known to be the persons who executed the foregoing instrument and to me known to be such Mayor and Clerk of said municipal corporation and acknowledged that they executed the foregoing instrument as such officers as the deed of said municipal corporation by its authority and pursuant to the authorization by the CITY Common eCouncil from their meeting on the _____ day of _____, 2020.

NOTARY PUBLIC, STATE OF WI
My commission expires: _____

APPROVED AS TO FORM:

CITY Attorney

EXHIBIT A

Subject Lands

Part of the Southwest Quarter of Section 14, Township 7 North, Range 19 East, in the City of Pewaukee, Waukesha County, Wisconsin, bounded and described as follows:

Beginning at a point on the West line of the Southwest Quarter of Section 14, said point being due South of and 1022.57 feet distant from the West Quarter corner of said Section; thence continuing due South along said West line, 175.00 feet; thence due East, 278.58 feet; thence due North, 175.00 feet; thence due West 278.58 feet to the place of beginning.

Excepting Therefrom the West 50 feet for highway purposes.
Further Excepting Therefrom those lands conveyed in Warranty Deed filed February 25, 2003, as Document No. 2939466.

Tax Key Number: PWC 0919.991

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Parcel 1:

That part of the Southwest Quarter (1/4) of the Southwest Quarter (1/4) of Section Fourteen (14), Township Seven (7) North of Range Nineteen (19) East, bounded and described as follows: to wit:

Beginning at the Northwest corner of the Southwest Quarter of the Southwest Quarter aforesaid, on the West line of said Section; thence East on Subdivision line of said Section, Twenty (20) chains to a post; thence South six (6) chains and twenty-five (25) links to a post on the division line; thence West twenty (20) chains to a post on the section line, thence North on said Section line six (6) chains and twenty-five (25) links to the place of beginning.

Pewaukee County, Wisconsin

Parcel 2:

That part of the Northwest Quarter (1/4) of the Southwest Quarter (1/4) of Section Fourteen (14), Township Seven (7) North, Range Nineteen (19) East bounded and described as follows: to wit:

Commencing at a point eighteen (18) rods and ten and one-half (10 1/2) links North on the Section line from the Southwest corner of said Northwest Quarter (1/4) of the Southwest Quarter (1/4) of said Section Fourteen (14), running thence South eighteen (18) rods and ten and one-half (10 1/2) links to the last mentioned corner; thence East eighty (80) rods to the one-eighth (1/8th) line; thence North on the one-eighth (1/8th) line five (5) chains and ninety (90) links to the center of Old Plank Road; thence in a Northwesterly direction along the center of said Plank Road, nine (9) chains to a stake; thence South and parallel with the West line of said Section twenty-four (24) rods and four (4) links to a stake; thence West fifty (50) rods to the place of beginning. Excepting that parcel conveyed to Libby M. Hagedorn by Quit Claim Deed filed May 1, 1968, as Document Nos. 711495 and 711496 being bounded and described as follows: Beginning at a point on the West line of the Southwest 1/4 of Section 14, said point being due South and 1,022.57 feet distant from the West 1/4 corner of said Section; thence continuing due South along said West line, 175.00 feet; thence due East 278.58 feet; thence due North 175.00 feet; thence due West 278.58 feet to the place of beginning. Excepting the West 50 feet thereof for highway purposes. Also excepting the land conveyed to Waukesha County by Warranty Deed filed June 25, 2003, as Document 3013002.

LESS AND EXCEPT that part of the Southwest Quarter of Section 14, Township 7 North, Range 19 East, more particularly described as follows:

Beginning at a point on the West line of said Section 14 that is 1197.57 feet South 0 degrees 10 minutes 12 seconds East of the West Quarter corner of said section; thence continuing South 0 degrees 10 minutes 12 seconds East 541.87 feet along said West line to a point on the owners Southerly property line; thence South 89 degrees 19 minutes 42 seconds East 50.01 feet along said Southerly property line to a point; thence North 0 degrees 10 minutes 12 seconds West 542.61 feet to a point on the South line of those lands described in Volume 1120 of Deeds, Page 580 of Waukesha County Records; thence South 89 degrees 49 minutes 48 seconds West 50.00 feet along said property line to the point of beginning.

Also all those lands described on Reel 177 of Records, as Image 454, Waukesha County Records, that lie between the following described centerline of relocated C.T.H. "SS" and a line 50.00 feet Southwesterly of said centerline as measured normal to it. Said centerline is described as follows: Commencing at the East Quarter corner of Section 15, Township 7 North, Range 19 East, Town of Pewaukee; thence South 0 degrees 10 minutes 12 seconds East 71.08 feet to a point; thence North 56 degrees 7 minutes 12 seconds West 429.46 feet to the point of beginning of said centerline; thence South 61 degrees 36 minutes 16 seconds East 613.55 feet to a point of curve; thence along the arc of a 3 degrees 0 minutes 0 seconds curve 370.30 feet to a point, said curve having a center lying to the Southwest, a radius of 1909.86 feet and a long chord of 369.72 feet bearing South 55 degrees 03 minutes 00 seconds East; thence South 50 degrees 29 minutes 43 seconds East 399.43 feet to a point of curve; thence along the arc of a 3 degrees 0 minute 0 seconds curve 203.93 feet to a point, said curve having a center lying to the northeast, a radius of 1909.86 feet, and a long chord of 203.84 feet bearing South 53 degrees 33 minutes 15 seconds East; thence South 56 degrees 36 minutes 48 seconds East 600 feet to a point; said point being the end of said relocated centerline of C.T.H. "SS".

Pewaukee County, Wisconsin

The Waters of Pewaukee

Item	QTY	Unit	Cost/Unit	Cost
Road A Improvements				
Asphalt Paving	3369	SY	\$38.00	\$128,022.00
8" PVC Water main	1120	LF	\$95.00	\$106,400.00
8" Gate Valves	5	EA	\$2,500.00	\$12,500.00
Hydrant Assemblies w/ 6" G.V. & Box	4	EA	\$5,900.00	\$23,600.00
6" PVC Hydrant Lead	42	LF	\$125.00	\$5,250.00
1" Water Laterals	330	LF	\$70.00	\$23,100.00
Curb Stop & Box	11	EA	\$550.00	\$6,050.00
Connect to Existing Sanitary Manhole	1	EA	\$4,500.00	\$4,500.00
48" Sanitary Sewer Manhole	8	EA	\$5,000.00	\$40,000.00
8" SDR-35 PVC Sanitary Sewer	1028	LF	\$120.00	\$123,360.00
4" PVC Sanitary Laterals	363	LF	\$90.00	\$32,670.00
4" PVC Sanitary Riser	22	VF	\$400.00	\$8,800.00
Catch Basin w/ Frame & Grate	10	EA	\$1,250.00	\$12,500.00
48" Storm Sewer Manhole	6	EA	\$5,000.00	\$30,000.00
Pond Outlet Controls Structures	1	EA	\$1,400.00	\$1,400.00
24" CL III RCP Storm Sewer	409	LF	\$85.00	\$34,765.00
18" CL III RCP Storm Sewer	568	LF	\$73.00	\$41,464.00
12" CL III RCP Storm Sewer	327	LF	\$62.00	\$20,274.00
24" RCP End Section w/ Grate	3	EA	\$420.00	\$1,260.00
18" RCP End Section w/ Grate	5	EA	\$360.00	\$1,800.00
12" RCP End Section w/ Grate	2	EA	\$340.00	\$680.00
Detention Basin #4 and #5	3227.4	CY	\$12.00	\$38,728.80
Curb & Gutter	2324	LF	\$25.00	\$58,100.00
Sidewalks	5690	SF	\$8.00	\$45,520.00
ADA Ramps	4	EA	\$2,500.00	\$10,000.00
Subtotal				<u>\$810,743.80</u>

Road B Improvements

Asphalt Paving	1070	SY	\$38.00	\$40,660.00
12"x8" Tapping Sleeve w/ 8" G.V. & Box	1	EA	\$2,950.00	\$2,950.00
Connect to Existing Water Main	1	EA	\$2,500.00	\$2,500.00
8" PVC Water main	354	LF	\$95.00	\$33,630.00
8" Gate Valves	3	EA	\$2,500.00	\$7,500.00
Hydrant Assemblies w/ 6" G.V. & Box	2	EA	\$5,900.00	\$11,800.00
6" PVC Hydrant Lead	22	LF	\$125.00	\$2,750.00
1" Water Laterals	120	LF	\$70.00	\$8,400.00
Curb Stop & Box	4	EA	\$550.00	\$2,200.00
Connect to Existing Sanitary Manhole	1	EA	\$4,500.00	\$4,500.00
48" Sanitary Sewer Manhole	3	EA	\$5,000.00	\$15,000.00
10" SDR-35 PVC Sanitary Sewer	378	LF	\$131.00	\$49,518.00
4" PVC Sanitary Laterals	132	LF	\$90.00	\$11,880.00
4" PVC Sanitary Riser	8	VF	\$400.00	\$3,200.00
Pond Outlet Controls Structures	1	EA	\$1,400.00	\$1,400.00
18" CL III RCP Storm Sewer	182	LF	\$73.00	\$13,286.00
12" CL III RCP Storm Sewer	115	LF	\$62.00	\$7,130.00
18" RCP End Section w/ Grate	4	EA	\$360.00	\$1,440.00
12" RCP End Section w/ Grate	12	EA	\$340.00	\$4,080.00
Detention Basin #2	3114.7	CY	\$12.00	\$37,376.40
Sidewalks	1758	SF	\$8.00	\$14,064.00
ADA Ramps	2	EA	\$2,500.00	\$5,000.00
Subtotal				<u>\$280,264.40</u>

Total	\$1,091,008.20
20%	<u>\$218,201.64</u>
Final LOC Value	<u>\$1,309,209.84</u>

THE WATERS OF PEWAUKEE
INFRASTRUCTURE IMPROVEMENTS

November 19, 2020

INFRASTRUCTURE IMPROVEMENTS

Breakout pricing below is for on site improvement work based on Stantec Site Plan (dated 09/11/20) and the Developer's Agreement with the City of Pewaukee. The scope includes infrastructure improvement work for the Waters Lane extension, indicated as 'Road A' on the plans, and the entrance driveway 'Road B' connection to Watertown Road.

	QTY	UNIT	\$ / UNIT	SUBTOTAL
ONSITE IMPROVEMENTS				
ROAD A' (WATERS LANE ROADWAY EXTENSION)				
Asphalt Paving at Waters Lane				\$ 128,022.00
Asphalt Paving	3,369.0	sqyd	\$38.00	\$ 128,022
Water Main at Waters Lane				\$ 176,900.00
8" PVC Watermain	1,120.0	lnft	\$95.00	\$ 106,400
8" Gate Valves	5.0	each	\$2,500.00	\$ 12,500
Hydrant Assemblies w/ 6" G.V. & Box	4.0	each	\$5,900.00	\$ 23,600
6" PVC Hydrant Lead	42.0	lnft	\$125.00	\$ 5,250
1" Water Laterals	330.0	lnft	\$70.00	\$ 23,100
Curb Stop & Box	11.0	each	\$550.00	\$ 6,050
Sanitary Sewage System at Waters Lane				\$ 209,330.00
Connect to Existing Sanitary Manhole	1.0	each	\$4,500.00	\$ 4,500
48" Sanitary Sewer Manhole	8.0	each	\$5,000.00	\$ 40,000
8" SDR-35 PVC Sanitary Sewer	1,028.0	lnft	\$120.00	\$ 123,360
4" PVC Sanitary Laterals	363.0	lnft	\$90.00	\$ 32,670
4" PVC Sanitary Riser	22.0	vft	\$400.00	\$ 8,800
Storm System at Waters Lane				\$ 182,871.89
Catch Basin w/ Frame & Grate	10.0	each	\$1,250.00	\$ 12,500
48" Storm Sewer Manhole	6.0	each	\$5,000.00	\$ 30,000
Pond Outlet Controls Structures	1.0	each	\$1,400.00	\$ 1,400
24" CL III RCP Storm Sewer	409.0	lnft	\$85.00	\$ 34,765
18" CL III RCP Storm Sewer	568.0	lnft	\$73.00	\$ 41,464
12" CL III RCP Storm Sewer	327.0	lnft	\$62.00	\$ 20,274
24" RCP End Section w/ Grate	3.0	each	\$420.00	\$ 1,260
18" RCP End Section w/ Grate	5.0	each	\$360.00	\$ 1,800
12" RCP End Section w/ Grate	2.0	each	\$340.00	\$ 680
Detention Basin #4 & #5	3,227.4	cuyd	\$12.00	\$ 38,729
Concrete at Waters Lane				\$ 113,620.00
Curb & Gutter	2,324.0	lnft	\$25.00	\$ 58,100
Sidewalks	5,690.0	sqft	\$8.00	\$ 45,520
ADA Ramps	4.0	each	\$2,500.00	\$ 10,000
SUBTOTAL FOR WATERS LANE				\$ 810,743.89
ROAD B' (ENTRANCE DRIVE CONNECTION TO WATERTOWN RD)				
Asphalt Paving at Entrance Drive				\$ 40,660.00
Asphalt Paving	1,070.0	sqyd	\$38.00	\$ 40,660
Water Main at Entrance Drive				\$ 71,730.00
Connect to Existing Water Main	1.0	each	\$2,500.00	\$ 2,500
12" x 8" Tapping Sleeve w/ 8" G.V. & Box	1.0	each	\$2,950.00	\$ 2,950
8" PVC Watermain	354.0	lnft	\$95.00	\$ 33,630
8" Gate Valves	3.0	each	\$2,500.00	\$ 7,500
Hydrant Assemblies w/ 6" G.V. & Box	2.0	each	\$5,900.00	\$ 11,800
6" PVC Hydrant Lead	22.0	lnft	\$125.00	\$ 2,750
1" Water Laterals	120.0	lnft	\$70.00	\$ 8,400
Curb Stop & Box	4.0	each	\$550.00	\$ 2,200
Sanitary Sewage System at Entrance Drive				\$ 84,098.00
Connect to Existing Sanitary Manhole	1.0	each	\$4,500.00	\$ 4,500
48" Sanitary Sewer Manhole	3.0	each	\$5,000.00	\$ 15,000
10" SDR-35 PVC Sanitary Sewer	378.0	lnft	\$131.00	\$ 49,518
4" PVC Sanitary Laterals	132.0	lnft	\$90.00	\$ 11,880
4" PVC Sanitary Riser	8.0	vft	\$400.00	\$ 3,200
Storm System at Entrance Drive				\$ 64,712.00
Pond Outlet Controls Structures	1.0	each	\$1,400.00	\$ 1,400
18" CL III RCP Storm Sewer	182.0	lnft	\$73.00	\$ 13,286
12" CL III RCP Storm Sewer	115.0	lnft	\$62.00	\$ 7,130
18" RCP End Section w/ Grate	4.0	each	\$360.00	\$ 1,440
12" RCP End Section w/ Grate	12.0	each	\$340.00	\$ 4,080
Detention Basin #2	3,114.7	cuyd	\$12.00	\$ 37,376
Concrete at Entrance Drive				\$ 19,064.00
Sidewalks	1,758.0	sqft	\$8.00	\$ 14,064
ADA Ramps	2.0	each	\$2,500.00	\$ 5,000
SUBTOTAL FOR ENTRANCE DRIVE				\$ 280,264.00
COMBINED INFRASTRUCTURE TOTAL				\$ 1,091,007.89

**CITY OF PEWAUKEE
COMMON COUNCIL AGENDA ITEM 13.**

DATE: December 7, 2020

DEPARTMENT: PW - Water/Sewer

PROVIDED BY: Magdelene Wagner

SUBJECT:

Discussion and Possible Action Regarding the Special Assessment Against W220 N475 Springdale Road (PWC 0916-997) [Wagner]

BACKGROUND:

On October 28, 2020, Staff received the attached correspondence regarding the special assessments levied against the property located at W220N2475 Springdale Road (Tax key PWC 0916997). This special assessment is for a sanitary sewer extension project which we partnered with the Town of Brookfield. See the intermunicipal agreement attached. The original assessment against the property is approximately \$46,192. With the interest that has accrued on this assessment, it is currently approximately \$109,000. The property owner is asking for discussion for a reasonable accommodation on the interest charges. The Staff does not object to the discussion, but the Town of Brookfield needs to part of this discussion as it has a direct impact to them.

Since this assessment has a partnership with Town of Brookfield, Staff is seeking approval to open discussion with the Town of Brookfield regarding this special assessment as long as City Council is willing to amend the intermunicipal agreement.

FINANCIAL IMPACT:

Per the intermunicipal agreement, collection of this special assessment will be paid to the Town of Brookfield so the impact to the City is minimal.

RECOMMENDED MOTION:

Common Council directs staff to begin discussions with the Town of Brookfield for a possible amendment to the intermunicipal agreement and the final assessment related to the property at W220N2475 Springdale Road.

ATTACHMENTS:

Description

Intermunicipal Agreement

Assessment

SPRNGAMD8/8/90

AMENDMENT TO AGREEMENT FOR CONSTRUCTION
AND OPERATION OF THE SPRINGDALE ROAD
SANITARY SEWER INTERCEPTOR

THIS AGREEMENT entered into this 7th day of August, 1990, by and between the CITY OF BROOKFIELD, a municipal corporation organized and existing under the laws of the State of Wisconsin with principal offices at 2000 North Calhoun Road, Brookfield, Wisconsin, the TOWN OF BROOKFIELD, a body corporate organized and existing under the laws of the State of Wisconsin with principal offices at 645 North Janacek Road, Waukesha, Wisconsin, and TOWN OF PEWAUKEE SANITARY DISTRICT NO. 3, ~~and TOWN OF PEWAUKEE SANITARY DISTRICT NO. 4, both bodies corporate~~, organized and existing under the laws of the State of Wisconsin having principal offices at W240 N3065 Pewaukee Road, Pewaukee, Wisconsin, and hereinafter collectively referred to as the TOWN OF PEWAUKEE, all of whom are parties to this Agreement.

BD
R.T.

W I T N E S S E T H:

WHEREAS, the City of Brookfield, Town of Brookfield and Town of Pewaukee entered into an Agreement for the construction and operation of the Springdale Road sanitary sewer interceptor on March 19, 1976; and

WHEREAS, the parties to the March 19, 1976 Agreement desire to modify and amend the Agreement in certain respects;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and for other good and valuable

consideration, it is agreed by and between the parties that the Agreement of March 19, 1976 be modified in the following respects:

1. That the Town of Brookfield, through its designee, Town of Brookfield Sanitary District No. 4, shall contract for the construction of that portion of the Springdale Road interceptor detailed more particularly on System Map No. 9 prepared in June, 1989 by Ruekert & Mielke, Inc. for Town of Brookfield Sanitary District No. 4. The System Map No. 9, together with a photostatic copy of a portion of that map which is appended hereto as Exhibit "A", are both incorporated herein by reference.

2. The construction of that portion of the Springdale Road Sanitary Sewer Interceptor detailed on System Map No. 9 will provide sanitary sewer service to 205 acres of property. Of this acreage, 82 acres are located in the Town of Brookfield and 123 acres are located in the Town of Pewaukee. The total cost of the project shall be paid by the Town of Pewaukee and the Town of Brookfield. The City of Brookfield is not responsible for payment of any portion of the project costs.

3. The Town of Brookfield, through its designee, Town of Brookfield Sanitary District No. 4, shall advertise for bids and let all contracts incident to construction of the sanitary sewer interceptor. Town of Brookfield Sanitary District No. 4 shall also supervise all construction activities, and assume all administrative responsibilities incident to construction of the sanitary sewer interceptor.

4. The total cost of the project to be shared by the Town of Brookfield and Town of Pewaukee shall be prorated on the basis of the gross developable acreage located in each municipality that will be provided sanitary sewer service after completion of the project. The percentages of cost for each municipality for the various segments of the project to be shared are enumerated in the chart entitled "Cost Sharing of Sanitary Sewer, Springdale Interceptor, Maplewood Lane to Glenwood Lane attached hereto and incorporated herein by reference as Exhibit "B".

The Town of Pewaukee obligation to contribute to payment of the project costs shall be segregated in two (2) separate categories. The first category shall be the costs associated with providing service to 71 acres of land in the Town of Pewaukee that is developed as of the execution of this agreement. The percentages of cost associated with this developed land are enumerated in Exhibit "B". The Town of Pewaukee shall be responsible for payment of the costs associated with the developed lands as construction activities progress and as payments are made to the contractor.

The second category of land in the Town of Pewaukee shall consist of undeveloped lands which comprise 52 acres, which lands are commonly known as the Esser property. The costs associated with the undeveloped lands are also enumerated in Exhibit "B". The Town of Brookfield agrees to pay that portion of the costs which are chargeable to these undeveloped lands (that is, the Esser property), which are located in the Town of Pewaukee, provided, however, that the Town of Pewaukee agrees to reimburse

the Town of Brookfield for the share of costs chargeable to the undeveloped lands located in the Town of Pewaukee, together with interest calculated at the rate the Town of Brookfield secures in borrowing the funds to pay for the project costs, plus an additional one (1%) percent interest. These costs, together with accrued interest, shall be paid to the Town of Brookfield at such time as any service is provided to any portion of the undeveloped lands referred to in this Agreement.

5. The costs referred to in paragraph 4 shall be those costs incurred in extending the sanitary sewer interceptor from the existing manhole on Glenwood Lane to manhole 8 as set forth on System Map No. 9.

In the contract for the extension of the sanitary sewer interceptor from the existing manhole on Glenwood Lane to manhole 8, there will be separate bid items for two (2) additional extensions as follows:

- A. The extension of the sewer from manhole 8 to manhole 9 as set forth on System Map No. 9.
- B. The extension of the sewer from manhole 8 north to the existing temporary lift station.

The Town of Brookfield shall be solely responsible for all costs related to extending the interceptor from manhole 8 to manhole 9, and the Town of Pewaukee shall be solely responsible for all costs related to extending the sanitary sewer interceptor from manhole 8 north to the existing temporary lift station and abandonment of the lift station. The Town of Pewaukee's obligation with respect to the extension of the interceptor north from manhole 8 to the existing temporary lift station shall not be

subject to the deferred payment arrangement as set forth in paragraph 4 above.

6. That, except as amended by this document, the Agreement of March 19, 1976 is, in all other respects, ratified and affirmed. In the event of any inconsistency as between this Agreement and the Agreement of March 19, 1976, the terms and conditions of this Agreement shall be deemed to have superseded the contradicted terms or conditions of the March 19, 1976 Agreement.

Dated this 10th day of Aug, 1990.

IN THE PRESENCE OF:

Lisa A. Pouchet
Deputy City Clerk

CITY OF BROOKFIELD

Kathryn C. Bloomberg
Mayor

IN PRESENCE OF:

Carol L. Plout

TOWN OF PEWAUKEE SANITARY
DISTRICT NO. 3

James C. Ingram
Robert J. Kuni

~~IN PRESENCE OF:~~

~~TOWN OF PEWAUKEE SANITARY
DISTRICT NO. 4~~

B.H. R.F.

IN THE PRESENCE OF:

Barbara A. Hartung
Town Clerk

TOWN OF BROOKFIELD

Russell C. Fairby
Town Chairman

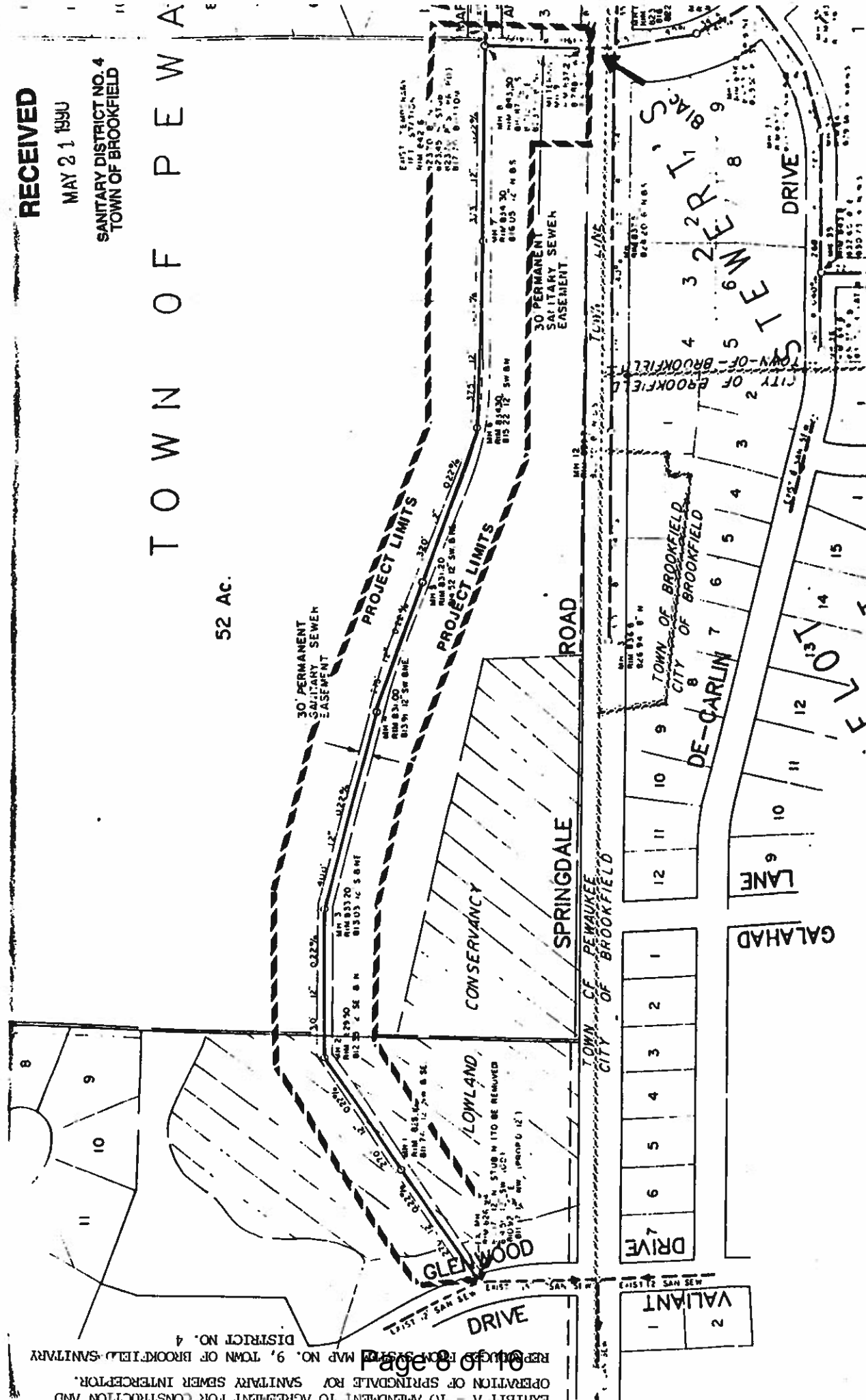
EXHIBIT B
COST SHARING OF SANITARY SEWER
SPRINGDALE INTERCEPTOR
MAPLEWOOD LANE TO GLENWOOD LANE

Segment	Town of Brookfield Area Acres	Town of Pewaukee Developed Area-Acres	Town of Pewaukee Undeveloped Area-Acres	Total Area Served Acres	Town of Brookfield Share - %	Town of Pewaukee Developed Share - %	Town of Pewaukee Undeveloped Share - %
Manhole 8 to Manhole 5	82	71	26	179	45.8	39.7	14.5
Manhole 5 to Existing MH Glenwood Dr.	82	71	52	205	40.0	34.6	25.4

**SANITARY DISTRICT NO. 4
TOWN OF BROOKFIELD**

TOWN OF PEWAU

52 Ac.



SS 90-5 Springdale
Interceptor (Phase 2)

NOV. 1991 91

AMENDED
FINAL RESOLUTION AUTHORIZING THE CONSTRUCTION
OF A SEWER INTERCEPTOR AND LEVYING SPECIAL
ASSESSMENTS AGAINST BENEFITED PROPERTY

Project SS-90-5
Springdale Interceptor (Phase 2)

WHEREAS, the Sanitary District Commissioners of Sanitary District No. 3 of the Town of Pewaukee, Waukesha County, Wisconsin held a public hearing at the Pewaukee Town Hall, W240 N3065 Pewaukee Road, Pewaukee, Wisconsin on the 29th day of April, 1991 at 7:00 p.m. for the purpose of hearing all interested persons concerning the preliminary resolution and report of the Consulting Engineers, Ruekert & Mielke, Inc. on the public improvement and construction of a sanitary sewer interceptor to service approximately 123 acres located west of Springdale Road, described as follows:

LEGAL DESCRIPTION

(Legal Description and map attached.)

- (1) WHEREAS, the City of Brookfield, Town of Brookfield and the Town of Pewaukee entered into an Agreement for Construction and Operation of the Springdale Road Sanitary Sewer Interceptor on March 19, 1976, and did construct Phase I as provided in that Agreement, and
- (2) WHEREAS, that Agreement provided for the construction of Phase 2 at a later date, and
- (3) WHEREAS, An Amendment to Agreement for Construction and Operation of the Springdale Road Sanitary Sewer Interceptor was entered into on August 7, 1990 by the City of Brookfield, Town of Brookfield and the Town of Pewaukee Sanitary District No. 3 providing for the construction of Phase 2, and
- (4) WHEREAS, a contract for the construction was awarded per the Amendment to Globe Contractors in the amount of \$273,319, and
- (5) WHEREAS, the District Commission has heard all persons desiring audience at such hearing;

NOW, THEREFORE, BE IT RESOLVED by the District Commissioners of Sanitary District No. 3 of the Township of Pewaukee, Waukesha County, Wisconsin as follows:

1. That the report of the Consulting Engineers, Ruekert & Mielke, Inc. pertaining to the construction of the above described public improvements including plans and specifications therefore, as modified, is hereby adopted and approved as amended.

2. That payment for said improvements be made by assessing the cost to the property benefited as indicated in said report

3. That the benefits shown on the report as modified as true and correct, have been determined on a reasonable basis and are hereby confirmed.

4. That the assessments for all projects included in said report are hereby combined as a single assessment project but any interested property owners shall be entitled to object to each assessment separately or jointly for any purpose or purposes.

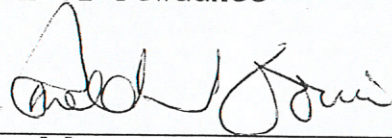
5. That the assessments will be paid, together with accrued interest at a rate of 7.9470 percent per annum at such time as any service is provided to any portion of the undeveloped lands in said report. Interest accrues from July 16, 1991, the date at which time the interceptor was available for use and final project costs calculated.

6. That the assessment above listed represents an exercise of the police power and has been determined on a reasonable basis.

7. That the Sanitary District Secretary shall publish this Final Resolution as a Class I notice in the area upon which this assessment is levied and shall mail a copy of this Resolution and a statement of the final assessment against the benefited properties to each property owner whose name appears on the assessment roll whose post office address is known or can, with reasonable diligence, be ascertained. In the notice published and mailed, a map shall be enclosed as will reasonably describe the area upon which this assessment is being levied.

This Final Resolution passed and adopted this 19th day of November, 1991.

SANITARY DISTRICT NO. 3
Town of Pewaukee



Ronald J. Gouin, President

Attest:

Carol L. Plont

FINAL RESOLUTION AUTHORIZING THE CONSTRUCTION
OF A SEWER INTERCEPTOR AND LEVYING SPECIAL
ASSESSMENTS AGAINST BENEFITED PROPERTY

Project SS-90-5
Springdale Interceptor (Phase 2)

WHEREAS, the Sanitary District Commissioners of Sanitary District No. 3 of the Town of Pewaukee, Waukesha County, Wisconsin held a public hearing at the Pewaukee Town Hall, W240 N3065 Pewaukee Road, Pewaukee, Wisconsin on the 29th day of April, 1991 at 7:00 p.m. for the purpose of hearing all interested persons concerning the preliminary resolution and report of the Consulting Engineers, Ruekert & Mielke, Inc. on the public improvement and construction of a sanitary sewer interceptor to service approximately 123 acres located west of Springdale Road, described as follows:

LEGAL DESCRIPTION

(Legal Description and map attached.)

(1) WHEREAS, the City of Brookfield, Town of Brookfield and the Town of Pewaukee entered into an Agreement for Construction and Operation of the Springdale Road Sanitary Sewer Interceptor on March 19, 1976, and did construct Phase I as provided in that Agreement, and

(2) WHEREAS, that Agreement provided for the construction of Phase 2 at a later date, and

(3) WHEREAS, An Amendment to Agreement for Construction and Operation of the Springdale Road Sanitary Sewer Interceptor was entered into on August 7, 1990 by the City of Brookfield, Town of Brookfield and the Town of Pewaukee Sanitary District No. 3 providing for the construction of Phase 2, and

(4) WHEREAS, a contract for the construction was awarded per the Amendment to Globe Contractors in the amount of \$273,319, and

(5) WHEREAS, the District Commission has heard all persons desiring audience at such hearing;

NOW, THEREFORE, BE IT RESOLVED by the District Commissioners of Sanitary District No. 3 of the Township of Pewaukee, Waukesha County, Wisconsin as follows:

1. That the report of the Consulting Engineers, Ruekert & Mielke, Inc. pertaining to the construction of the above described public improvements including plans and specifications therefore, as modified, is hereby adopted and approved as amended.

2. That payment for said improvements be made by assessing the cost to the property benefited as indicated in said report.

3. That the benefits shown on the report as modified as true and correct, have been determined on a reasonable basis and are hereby confirmed.

4. That the assessments for all projects included in said report are hereby combined as a single assessment project but any interested property owners shall be entitled to object to each assessment separately or jointly for any purpose or purposes.

5. That the assessments will be paid, together with accrued interest at a rate of 6.9470 percent per annum at such time as any service is provided to any portion of the undeveloped lands in said report.

6. That the assessment above listed represents an exercise of the police power and has been determined on a reasonable basis.

7. That the Sanitary District Secretary shall publish this Final Resolution as a Class I notice in the area upon which this assessment is levied and shall mail a copy of this Resolution and a statement of the final assessment against the benefited properties to each property owner whose name appears on the assessment roll whose post office address is known or can, with reasonable diligence, be ascertained. In the notice published and mailed, a map shall be enclosed as will reasonably describe the area upon which this assessment is being levied.

This Final Resolution passed and adopted this 25th day of June, 1991.

SANITARY DISTRICT NO. 3
Town of Pewaukee



Ronald J. Gouin, President

Attest:

Carol L. Plant

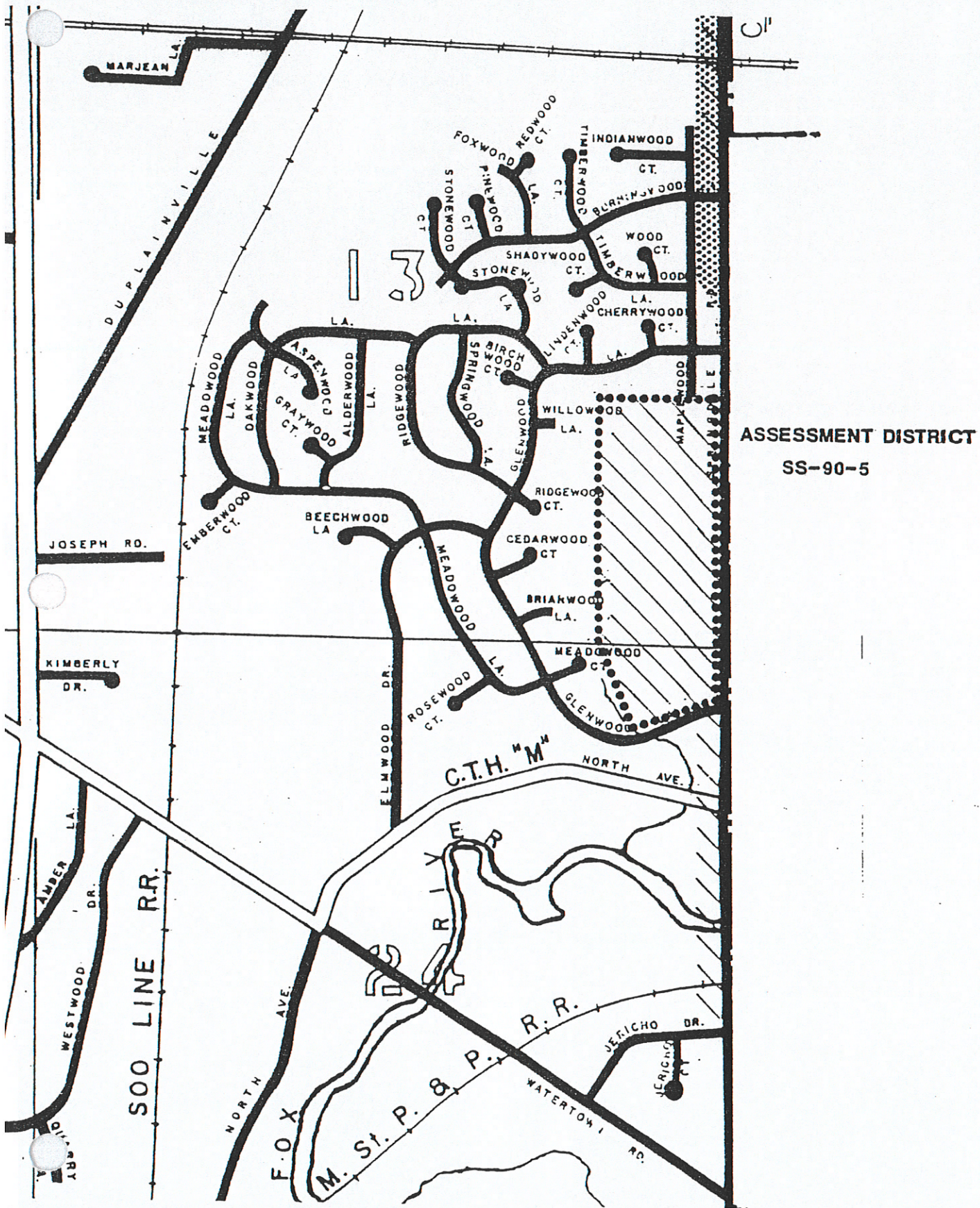
January 22, 1991

Town of Pewaukee Sanitary District No. 3
Springdale North Interceptor Assessment District (SS-90-5)

All that part of the Southeast 1/4 of Section 13 and the Northeast 1/4 of Section 24, Town 7 North, Range 19 East, Town of Pewaukee, Waukesha County, Wisconsin bounded and described as follows:

Commencing at the Northeast one quarter corner of Section 24; thence South $1^{\circ}25'19''$ W, 437.90 Feet; thence South $88^{\circ}34'40''$ West, 74.00 Feet; thence along the arc of a curve 175.799 with a chord of 175.00 Feet and a chord bearing $S79^{\circ}06'45''$ W and a radius of 532.081 Feet; thence along the arc of a curve 271.167 Feet with a chord of 268.242 Feet and a chord bearing of $S73^{\circ}58'40''$ W and a radius of 532.081 Feet; thence $S59^{\circ}22'40''$ W, 193.902 Feet; thence along the arc of a curve 55.048 Feet with a chord length of 55.029 Feet and a chord bearing of $S61^{\circ}56'20''$ W and a radius of 615.755 Feet; thence $25^{\circ}30'00''$ W, 141.221 Feet; thence due West 291.755 Feet; thence $N71^{\circ}0'00''$ W, 65.974 Feet; thence $N18^{\circ}54'52''$ E, 189.051 Feet; thence due North 316.858 Feet; thence $N89^{\circ}35'26''$ W, 433.630 Feet; thence $N1^{\circ}19'51''$ W, 1,946.024 Feet; thence $N89^{\circ}06'24''$ E, 1,324.778; thence $S1^{\circ}16'54''$ E, 1,976.107 Feet to the place of beginning excepting therefrom the Easterly 33.00 Feet for road right-of-way purposes.

Kenneth R. Ward, P.E.



SS 40-5 Springdale Interceptor (Phase 2)

ASSESSMENT ROLL

DATE 09/26/91

COMMUNITY NAME: TOWN OF PEWAUKEE SANITARY DISTRICT NO. 3
PROJECT LOCATION: SPRINGDALE ROAD EASEMENT
PROJECT DESCRIPTION: SS-90-5 SPRINGDALE NORTH INTERCEPTOR
R&M PROJECT NUMBER: 27-089127
DATABASE I.D. NUMBER: 089127

THE FOLLOWING PROPERTIES ARE BENEFITTED BY THE PROPOSED IMPROVEMENT

ASSESSMENT	OWNER'S NAME AND ADDRESS	TAX KEY NUMBER	CODE	DESCRIPTION
1	VERNE NETZOW 2540 N. CALHOUN ROAD BROOKFIELD, WI. 53005	957.999	2	FLOODPLAIN-CONSERVANCY-UNASSESSABLE.....
2	HARRET J. ESSER ETAL 6106 W. FOND DU LAC AVE. MILWAUKEE, WI. 53218	946-977 916-997	1 2	SANITARY SEWER ACREAGE ASSESSMENT..... FLOODPLAIN-CONSERVANCY-UNASSESSABLE.....
ASSESSMENT REPORT TOTALS				
SANITARY SEWER ACREAGE ASSESSMENT.....		\$	47,134.99	53.75 ACRE
GRAND TOTAL.....		\$	47,134.99	

**CITY OF PEWAUKEE
COMMON COUNCIL AGENDA ITEM 14.**

DATE: December 7, 2020

DEPARTMENT: Public Works

PROVIDED BY: Magdelene Wagner

SUBJECT:

Discussion and Possible Action Regarding an Amendment to the Swan View Farms Developers Agreement [Wagner]

BACKGROUND:

The Swan View Farms Developer has requested an amendment to the Developer's Agreement due to the delays in getting private utilities (electric, gas, and communications) and the sanitary sewer lift station to the subdivision. The private utilities are not anticipated to be complete and ready for service until February. The lift station cannot be placed into service until the gas and electric are available.

The Developer has requested to be able to record the final plat and sell lots prior to the utilities being in service. In addition, the Developer has requested building permits be issued prior to the utilities being in service to support the Parade of Homes in 2021. In accordance with the amended agreement, building permits may be issued, however, occupancy will not be granted until the utilities are all in service.

FINANCIAL IMPACT:

No impact.

RECOMMENDED MOTION:

Common Council approve the amendment to the Swan View Farms Developer's Agreement contingent on final approval of the City Attorney and City Engineer.

ATTACHMENTS:

Description

Development Agreement

Amended Development Agreement

DEVELOPER'S AGREEMENT
FOR
SWAN VIEW FARMS SUBDIVISION PHASE I DEVELOPMENT
CITY OF PEWAUKEE, WAUKESHA COUNTY, WISCONSIN

THIS AGREEMENT made this 26th day of May, 2020, between BWC Investments, LLC. a Limited Liability Company, N8W22520-L Johnson Drive Waukesha WI 53186, hereinafter called "DEVELOPER", and the CITY of PEWAUKEE in the County of Waukesha and the State of Wisconsin, hereinafter called the "CITY".

WITNESSETH:

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

WHEREAS, the DEVELOPER desires to divide and develop SUBJECT LANDS for residential purposes by use of the standard regulations as set forth in Chapter 236 of the Wisconsin Statutes and Chapter 18 of the City of Pewaukee Municipal Code regulating land division and development; and

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

WHEREAS, said SUBJECT LANDS are presently zoned RS-4, which allows the above-described development; and

WHEREAS, the DEVELOPER may be required to grant additional outlots, right of way, or easements over a part of the SUBJECT LANDS for sanitary sewer, storm sewer and water; and

WHEREAS, the DEVELOPER and CITY desire to enter into this agreement in order to ensure that the DEVELOPER will make and install all public improvements which are reasonably necessary and further that the DEVELOPER shall dedicate the public improvements to the CITY, provided that said public improvements are constructed to City specifications, ordinances, standards, and this agreement and as required by the CITY Engineer, without cost to the CITY; and

WHEREAS, this agreement is necessary to implement the CITY zoning and land division ordinances; and

WHEREAS, the DEVELOPER agrees to develop SUBJECT LANDS as herein described in accordance with this agreement, conditions previously approved by the CITY Plan Commission and Governing Body of the CITY, conditions of all applicable governmental agencies, all CITY ordinances and all laws and regulations governing said development; and

WHEREAS, the CITY Plan Commission has given conditional Preliminary Plat approval to the development, as shown on the document marked "Preliminary Plat" on file in the CITY Clerk's office, conditioned in part upon the DEVELOPER and the CITY entering into a DEVELOPER's Agreement, as well as other conditions as approved by the CITY Common council; and

WHEREAS, the DEVELOPER is now seeking from the CITY Plan Commission and CITY Common council final plat approval for the development.

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

DEVELOPER'S COVENANTS

SECTION I. IMPROVEMENTS

A. **PUBLIC STREETS:** The DEVELOPER hereby agrees that:

1. Prior to the start of construction of improvements, the DEVELOPER shall provide to the CITY written certification from the DEVELOPER'S Engineer or Surveyor that all public street plans are in conformance with all Federal, State, County and CITY specifications, regulations and ordinances, and written proof from the CITY Engineer evidencing review and approval of said plans.
2. The DEVELOPER shall grade and install all planned public streets in accordance with the preliminary plat, approved development plan of said development or subdivision, or final plat as the case may be and the plans and specifications attached hereto as Exhibit B.
3. Construction of the public streets providing access to and fronting a specific lot will be completed, presented and accepted by the CITY Common council through the first lifts of asphalt before any building permits are issued for said lot.
4. The first lifts of the public streets will be completed and presented to the CITY Common council no later than November 16, 2020, or as extended by the CITY Common council.
5. The final lift of asphalt shall be placed on all public streets after at least one winter season, but not later than October 15th 2021, unless extended by the CITY Common council.
6. The DEVELOPER shall maintain public streets, including snowplowing, unless otherwise approved by the CITY Administrator, until accepted by resolution by the CITY Common council.
7. The DEVELOPER shall have ultimate responsibility for cleaning up any and all mud, dirt, stone or debris on the streets until such time as the final lift of asphalt has been installed by the DEVELOPER and accepted by the CITY Common council. The CITY shall make a reasonable effort to require the contractor, who

is responsible for placing the mud, dirt, stone or debris on the street, to clean up the same or to hold the subject property owner who hired the contractor responsible. The DEVELOPER and/or subject property owner shall clean up the streets within twenty-four (24) hours after receiving a notice from the CITY. If said mud, dirt, stone or debris are not cleaned up after notification, the CITY will do so at the DEVELOPER's and/or subject property owner's expense, at the option of the CITY.

8. The City has established a special assessment for roads in accordance with Resolution 18-09-18 in the amount of \$2,069.19 per unit which is payable upon recording of the subdivision plat.

B. SANITARY SEWER: The DEVELOPER hereby agrees:

1. Prior to the start of construction of improvements, DEVELOPER shall provide to the CITY written certification from the DEVELOPER's Engineer that the sanitary sewer plans are in conformance with all Federal, State and CITY specifications, regulations, ordinances and guidelines and written proof that the CITY Engineer has approved said plans.
2. To construct, furnish, install and provide a complete sewerage system for the SUBJECT LANDS and necessary improvements, all in accordance with the plans, specifications and drawings attached hereto as Exhibit B and all applicable Federal, State and CITY ordinances, specifications, regulations and guidelines for the construction of sewerage systems in the CITY and as approved by the CITY Engineer. All sanitary sewers shall be televised by the Developer immediately after installation and again no sooner than thirty (30) days prior to final lift of paving. All reports and a copy of the video tape shall be submitted to the City for review a minimum of ten (10) business days prior to paving.
3. To clean and televise the sanitary sewer system for the SUBJECT LANDS, repair any defects as determined by the CITY Engineer, supply the video to the CITY and clean all sewer lines prior to the issuance of building permits and acceptance of the improvements by the CITY.
4. That no building permits shall be issued until the sanitary sewer system for the SUBJECT LANDS has been dedicated to and accepted by the CITY.
5. A Reserve Capacity Assessment for Sewer in the amount of \$3,028 (2020 rate,) as adjusted annually, is payable for each Residential Equivalent Connection proposed in accordance with the rules and standards of the City prior to the issuance of a building permit for each lot.
6. An Interceptor Capacity Assessment for Sewer in the amount of \$5,081 (2020 rate), as adjusted annually, is payable for each Residential Equivalent Connection proposed in accordance with the rules and standards of the City prior to the issuance of a building permit for each lot.
7. Sanitary sewer record drawings (as-builts) will be prepared by the City and all costs associated with the record drawings shall be billed by the City and paid by the Developer.

C. OVERSIZING SANITARY SEWER

DEVELOPER shall assume the cost of installing all mains, laterals to the lot lines and system appurtenances within and outside of the SUBJECT LANDS except for the added cost of installing sanitary mains and facilities oversized and designed to serve outside of the SUBJECT LANDS, said oversizing costs detailed in Exhibit F attached. DEVELOPER shall bear the expense of oversizing, and CITY shall reimburse DEVELOPER the costs of oversizing upon acceptance of dedication of the sanitary mains and facilities.

D. WATER: The DEVELOPER hereby agrees:

1. Prior to the start of construction of improvements, DEVELOPER shall provide to the CITY written certification from the DEVELOPER's Engineer that the water system plans are in conformance with all Federal, State and CITY specifications, regulations, ordinances and guidelines and written proof that the CITY Engineer has approved said plans.
2. To construct, furnish, install and provide a complete water system for the SUBJECT LANDS, all in accordance with the plans, specifications and drawings on file in the CITY Clerk's office and all applicable Federal, State and CITY ordinances, specifications, regulations and guidelines for the construction of water systems in the CITY and as approved by the CITY Engineer.
3. That no building permits shall be issued until the water system for the SUBJECT LANDS has been dedicated to and accepted by the CITY.
4. The City has established a Water Utility which will sell water and charge for same at a rate approved by the Public Service Commission to all homes in the SUBJECT LANDS on an individual basis. A Reserve Capacity Assessment for water in the amount of \$4,885 (2020 rate), as adjusted annually, is understood to be payable upon each Residential Equivalent Connection proposed in accordance with the rules and standards of the City prior to issuance of a building permit for each lot.
5. The City has established a special assessment for water main in accordance with Resolution 18-09-18 in the amount of \$3,933.12 per Residential Equivalent Connection (unit) which is payable upon connection, rezoning, subdivision, or time of sale.
6. The City has established a special assessment for water service lateral in accordance with Resolution 18-09-18 in the amount of \$3,981.15 per lateral which is payable upon connection, rezoning, subdivision, or time of sale. Only one (1) lateral was installed and will be due.
7. Water record drawings (as-builts) will be prepared by the City and all costs associated with the record drawings will be billed by the City and paid by the Developer.

D. SURFACE AND STORM WATER DRAINAGE: The DEVELOPER hereby agrees that:

1. Prior to the start of construction of surface and storm water facilities, the DEVELOPER shall provide to the CITY written certification from the DEVELOPER'S Engineer or Surveyor that all surface and storm water drainage facilities plans are in conformance with all Federal, State, County and CITY regulations, guidelines, specifications, laws and ordinances.
2. The DEVELOPER shall construct, install, furnish and provide adequate facilities for surface and storm water drainage throughout the development with adequate capacity to transmit the anticipated flow from the development and adjacent property, in accordance with this agreement, all approved plans, specifications, and all applicable Federal, State, and CITY regulations, guidelines, specifications, laws and ordinances, and as reviewed and approved by the CITY Engineer and the plans have been attached hereto and marked Exhibits B and C. Storm water piping located within utility easements, outlots, and public road right-of-way within the Development will be dedicated to the City and accepted by the City. Maintenance of the infrastructure not dedicated to the City will be responsibility of the Developer or a subsequent owners. The specific maintenance and management practices of all of the storm water structures and facilities shall be set forth in the Storm Water Management Practices and Maintenance Agreement to be agreed upon by the Developer and City prior to the final development approval by the City.
3. The DEVELOPER agrees that the site grading and construction of surface and storm water drainage facilities shall be completed and accepted by the CITY before any building permits are issued.
4. The CITY Common council will not accept the surface and storm water drainage system until the entire system is installed and landscaped in accordance with plans and specifications to the satisfaction of the CITY Engineer.
5. The DEVELOPER shall clean and televise all storm sewers, if any, prior to issuance of building permits and acceptance of improvements by the CITY Common council.
6. The CITY retains the right to require DEVELOPER to install additional surface and storm water drainage measures if it is determined by the CITY Engineer that the original surface and storm water drainage plan as designed and/or constructed does not provide reasonable stormwater drainage within the development and surrounding area until such time the City accepts the improvements by resolution and the guarantee period has ended.
7. Public storm water record drawings (as-builts) will be prepared by the City and all costs associated with the record drawings shall be billed by the City and paid by the Developer. Private storm water grading, pond, and swale record drawings (as-builts) shall be prepared by the Developer and submitted to the City for approval.

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

1. Prior to commencing site grading and excavation associated with this agreement, the DEVELOPER shall provide to the CITY written certification from the

DEVELOPER'S Engineer or Surveyor that said plan, once implemented, shall meet all Federal, State, and City regulations, guidelines, specifications, laws and ordinances, including proof of notification of land disturbances to the State of Wisconsin Department of Natural Resources and written proof that the CITY Engineer and the Army Corps of Engineers, if applicable, have approved said plans.

2. The DEVELOPER shall cause all grading, excavation, open cuts, side slopes and other land surface disturbances to be so seeded and mulched, sodded or otherwise protected that erosion, siltation, sedimentation and washing are prevented in accordance with the plans and specifications reviewed and approved by the CITY Engineer, Chapter 19 Ordinances, Department of Natural Resources and its Technical guidance, and Army Corps of Engineers, if applicable. Plans are attached hereto and marked Exhibit B.
3. All disturbed areas shall be restored to the satisfaction of the CITY Engineer in accordance with all applicable permits, approved plans, or as directed by any regulatory agency. Any cash or letter of credit held by the CITY will not be released until the CITY Engineer is satisfied that no further erosion measures are required and in accordance with all applicable permits.
4. To maintain all roads free from mud and dirt from construction of the development. Developer agrees to, at no cost to the City, clean the construction debris from the roadways at least once per day or as directed by the City Engineer.
5. All construction access will be limited to the Swan Road construction access. No access for any reason will be provided from the existing adjacent subdivision (Broken Hill, specifically Century Farm Road) or any other entrance/access unless specifically approved by the City Engineer. In addition, due to weight restrictions on Swan Road pursuant to Ordinance 5.05(3)b, access to Swan Road must be from Pewaukee Road (STH 164) for all construction activities.

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

1. The DEVELOPER shall preserve to the maximum extent possible existing trees, shrubbery, vines, and grasses not actually lying on the public streets, drainage ways, building foundation sites, private driveways, paths and trails by use of sound conservation practices.
2. The DEVELOPER, as required by the CITY, shall remove and lawfully dispose of buildings, destroyed trees, brush, tree trunks, shrubs and other natural growth and all rubbish.
3. Landscaping and removal of unwanted items, including buildings or soil absorption waste disposal areas, will be completed and certified as complete by the CITY Engineer prior to the issuance of any building permits.
4. The DEVELOPER shall delineate all wetlands that are on or adjacent to private lots by means of cedar posts, as approved by the CITY staff prior to the issuance of building permits.

5. The CITY has the right to trim and remove any features which would interfere with safe operation and maintenance of the CITY right-of-ways, easements, outlots, and drainage ways now or in the future without reparations.

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

1. Street signs, traffic control signs, culverts, posts and guard rails as required by all applicable Federal, State, and CITY regulations, guidelines, specifications, laws, and ordinances shall be obtained and placed by the CITY, or by the DEVELOPER with approval of the CITY, and the cost thereof shall be paid by the DEVELOPER.
2. All traffic control signs and street signs, as required by the CITY will be installed within five (5) working days of the placement of the first lifts of asphalt.

H. STREET LIGHTS: The DEVELOPER hereby agrees to install a street lighting system in the development according to a plan prepared by the Wisconsin Electric Power Company and on file with the CITY Clerk and approved by the CITY prior to issuance of building permits unless waived by CITY Staff.

I. SIDEWALK OR TRAILS: The DEVELOPER hereby agrees to install sidewalks or trails in accordance with the approved plans and any Federal, State or City regulations now or in the future. All maintenance or improvements associated with the sidewalk or trails, crossings, signage will solely be the responsibility of the Developer or subsequent owners. If such maintenance is not completed and it is located within the public right-of-way or public easements, the City may complete this work and the Developer will be billed by the City and all bills will be paid by the Developer or subsequent owners. If payment is not received for the amount of said completion costs, the CITY shall be empowered, in addition to its other remedies, without notice or hearing, to impose a special charge upon each and every lot in the development payable with the next succeeding tax roll now or in the future.

J. ADDITIONAL IMPROVEMENTS:

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

SECTION II. TIME OF COMPLETION OF IMPROVEMENTS:

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

As noted in Section I, A (4), the first lift of asphalt of the public streets will completed and presented to the City no later than November 16, 2020, or no later than the Wednesday before Thanksgiving Day of the year the development starts construction, or as extended by the City.

As noted in Section I, A (5), the final lift of asphalt shall be placed on all public streets after at least one winter season, but no later than October 15th the year after the binder was placed unless extended by the City.

SECTION III. FINAL ACCEPTANCE.

Throughout this agreement, various stages of the development will require approval by the CITY. "Final Acceptance" as used herein, however, shall be the ultimate acceptance of all of the improvements in the completed development as a whole, and shall be granted specifically by separate resolution of the CITY Common council. It is understood that building permits may be issued by the City prior to the time of Final Acceptance of all of the improvements. The one-year correction period for this Agreement shall not commence to run until Final Acceptance by the City of all Improvements is granted. The issuance of building permits and approval of various items of development shall not commence the one-year guarantee period.

The Final Acceptance of all infrastructure and facilities shall occur on the date of the final lift of asphalt is installed and approved by the City. At that time, the public facilities and infrastructure shall be ready for acceptance by the City and City shall adopt a final resolution accepting all of the facilities upon approval by the City Engineer.

SECTION IV. DEDICATION OF IMPROVEMENTS:

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

Dedication shall not constitute acceptance of any improvement by the CITY Common council. All improvements will be accepted by the CITY Common council by separate resolution at such time as such improvements are in acceptable form and according to the Plans and specifications approved by the CITY and at times as required by this Agreement. Said resolution shall be recorded, if needed, with the Waukesha County Register of Deeds. DEVELOPER will furnish proof to the CITY, prior to the dedication required, that the public land and improvements proposed for dedication are free of all liens, claims and encumbrances, including mortgages.

SECTION V. ACCEPTANCE OF WORK AND DEDICATION:

When the DEVELOPER shall have completed the improvements herein required and shall have dedicated the same to the CITY as set forth herein, the same shall be accepted by the CITY Common council if said improvements have been completed as required by this agreement and as may also be required by all Federal, State, or CITY guidelines, specifications, regulations, laws and ordinances and approved by the CITY Engineer.

Developer shall also be responsible for maintenance of all sanitary sewer, water main, storm sewers, storm water facilities, ditches, grading, landscaping, and other facilities until City accepts the final lift on the streets, at which time streets and all facilities shall then be accepted by the City and City maintenance shall then commence.

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

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

SECTION VII. GUARANTEES OF IMPROVEMENTS:

- A. Guarantee. The DEVELOPER shall guarantee after Final Acceptance, the public improvements and all other improvements described in Section I hereof, against defects due to faulty materials or workmanship, provided that such defects appear within a period of one year from the date of Final Acceptance of the improvements. The DEVELOPER shall pay for any damages to CITY property and/or improvements resulting from such faulty materials or workmanship. This guarantee shall not be a bar to any action the CITY might have for negligent workmanship or materials. Wisconsin law on negligence shall govern such situations. If the DEVELOPER fails to cure or pay for any damages or defects to CITY property and/or improvements, and the CITY is required to draw against the cash or letter of credit on file with the CITY, the DEVELOPER is then required to replenish said monies up to the aggregate amount of one hundred percent (100%) of the total cost of all improvements.
- B. Obligation to Repair. The DEVELOPER shall make or cause to be made, at its own expense, any and all repairs which may become necessary under and by virtue of the DEVELOPER'S guarantee and shall leave the improvements in good and sound condition, satisfactory to the CITY Common council at the expiration of the guarantee period.
- C. Notice of Repair. If during said guarantee period, the improvements shall, in the reasonable opinion of the CITY Staff, require any repair or replacement which, in their judgment, is necessitated by reason of settlement of foundation, structure of backfill, or other defective materials or workmanship, the DEVELOPER shall, upon notification by the CITY the necessity for such repair or replacement, make such repair or replacement, at its own cost and expense. Should the DEVELOPER fail to make such repair or replacement within the time specified by the CITY in the

aforementioned notification, after notice has been sent as provided herein, the CITY may cause such work to be done, but has no obligation to do so, either by contract or otherwise, and the CITY may draw upon such guarantee security to pay any costs or expenses incurred in connection with such repairs or replacements. Should the costs or expenses incurred by the CITY in repairing or replacing any portion of the improvements covered by this guarantee exceed the amount of the guarantee security, then the DEVELOPER shall immediately pay any excess cost or expense incurred in the correction process.

D. Maintenance Prior to Acceptance.

1. All improvements shall be maintained by the DEVELOPER so they conform to the approved plans and specifications at the time of their Final Acceptance of the improvements by the CITY. This maintenance shall include routine maintenance, such as crack filling, roadway patching and the like. In cases where emergency maintenance is required, the CITY retains the right to complete the required emergency maintenance in a timely fashion and bill the DEVELOPER for all such associated costs, provided the City shall first make reasonable attempts to provide telephonic notice to Developer of the need for such emergency maintenance. Said bill shall be paid within 5 days by the DEVELOPER. The DEVELOPER'S obligation to maintain all improvements shall expire at the expiration of the guarantee period and any residual financial guarantee or cash deposit shall be returned to Developer.
2. Street sweeping and dust suppression shall be done by the DEVELOPER upon a regular basis as needed to ensure a reasonably clean and safe roadway and air quality until Final Acceptance by the CITY. Should the DEVELOPER fail to meet this requirement, the CITY will cause the work to be done and will bill the DEVELOPER on a time and material basis. Said bill shall be paid within 5 days by the DEVELOPER.
3. In the event drainage problems arise within the SUBJECT LANDS or related activities on the SUBJECT LANDS, the DEVELOPER shall correct such problems to the satisfaction of the CITY Staff. Such correction measures shall include, without limitation because of enumeration, cleaning of soil, loose aggregate and construction debris from culverts, drainage ditches and streets; dredging and reshaping of siltation or retention ponds; replacing of siltation fences; sodding and seeding; construction of diversion ditches, ponds and siltation traps; and restoration of all disturbed areas. This responsibility shall continue until such time as the roads, ditches, and other disturbed areas have become adequately vegetated and the CITY is satisfied that the DEVELOPER has restored all areas which were disturbed because of this development.
4. Snowplowing and ice control of the public streets shall be the responsibility of the Developer until such time as the final lift of asphalt is constructed and the City accepts the street improvements. The City shall not plow the streets prior to the acceptance unless a separate arrangement has been made between the Developer and City for this service.

SECTION VIII. CITY RESPONSIBILITY FOR IMPROVEMENTS:

The CITY shall not be responsible to perform repair, maintenance, or snow plowing, on any improvements until Final Acceptance of the Improvements by the CITY.

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

Developer may proceed with the installation of the grading and public improvements referenced in this Agreement and all other work related to the Development of the Subject Lands prior to approval of the final plat. All work on the Subject Lands may commence upon execution of this Agreement.

DEVELOPER shall proceed at its own risk as to whether or not the final plat will receive all necessary approvals following completion of such Improvements. The DEVELOPER, prior to commencement of the installation of public improvements or other work on Subject Lands, shall notify the CITY of the DEVELOPER'S intention to proceed with the installation of public improvements or other work on Subject Lands. Additionally, DEVELOPER shall make arrangements to have any public improvements and/or other work on Subject Lands inspected by the CITY Engineer.

SECTION X. FINANCIAL GUARANTEE:

Prior to the execution of this agreement by the CITY, the DEVELOPER shall file with the CITY cash deposit or a letter of credit setting forth terms and conditions in a form approved by the CITY Attorney in the amount as approved by the CITY Engineer as a guarantee that the DEVELOPER will perform all terms of this Agreement no later than one (1) year from the signing of this Agreement except as otherwise set forth in this Agreement. Such cash deposit or letter of credit will be in place with the City prior to the start of any construction activities. If at any time:

- A. The DEVELOPER is in default of any aspect of this Agreement, or
- B. The DEVELOPER does not complete the installation of the improvements within one (1) year from the signing of this agreement unless otherwise extended by this Agreement or by action of the CITY, or
- C. The letter of credit on file with the CITY is dated to expire sixty (60) days prior to the expiration of the same if the same has not been extended, renewed or replaced, or
- D. The DEVELOPER fails to maintain a cash deposit or letter of credit in an amount approved by CITY Engineer, and in a form approved by the CITY Attorney, to pay the costs of improvements related to the Subject Lands

Then the DEVELOPER shall be deemed in violation of this Agreement and the CITY shall have the authority to draw upon the letter of credit or cash deposit.

The amount of the cash deposit or letter of credit may be reduced by resolution of the City as the improvements are completed by the Developer, provided that the remaining cash deposit or letter of credit is sufficient to secure completion for any remaining improvements pursuant to the deposit methodology set forth in this Section X.

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

The cash deposit or letter of credit shall further be available to pay for removal of any Improvements that have been constructed and intended for public use, but have not been utilized due to abandonment of the development for a period of five (5) years.

SECTION XI. BUILDING AND OCCUPANCY PERMITS:

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

- A. The installation of the first lifts of asphalt of the public street(s) providing access to and fronting a specific lot for which a building permit is requested has been completed and accepted by the CITY.
- B. The site grading and construction of surface and storm water drainage facilities required to serve such homes are completed, are connected with an operating system as required herein, are cleaned as needed, and are accepted by the CITY.
- C. All Storm Water/Erosion Control landscaping and removal of unwanted items, including buildings, has been certified as complete by the CITY Engineer.
- D. All required grading plans have been submitted to, reviewed by and approved by the CITY Engineer.
- E. The DEVELOPER has paid in full all permit fees and reimbursement of administrative costs as required by this agreement.
- F. The DEVELOPER has prepared appropriate deed restrictions as noted on the Final Plat and also noted in the document of Declarations of Protective Covenants, Conditions, Easements and Restrictions which are approved by the CITY, filed with the CITY Clerk and recorded with the Register of Deeds.
- G. All destroyed trees, brush, tree trunks, shrubs and other natural growth and all rubbish are removed from the Subject Lands and disposed of lawfully.
- H. All required "as built" plans for the SUBJECT LANDS have been submitted and approved by the CITY Engineer.
- I. All public and private utilities have been installed in the SUBJECT LANDS, including street lighting fixtures (if required), gas, electric, telecommunications, and the sanitary sewer system, and the water system which are connected with an operating system as required herein, are cleaned as needed, and are approved by the City Engineer.

- J. The DEVELOPER is not in default of any aspect of this agreement.
- K. The DEVELOPER has delineated the wetlands that are on or adjacent to private lots by means of cedar posts, as approved by the CITY Staff prior to the issuance of building permits.

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

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

SECTION XIII. VACANT LOT MAINTENANCE EASEMENT.

Developer shall grant a vacant lot maintenance easement to the CITY, in a form that is subject to the approval of the CITY Attorney, and which shall be recorded with the Waukesha County Register of Deeds. The easement shall grant the CITY the right (but not the obligation) to enter upon any vacant Lot in the SUBJECT LANDS in order to inspect, repair, or restore the property so that it is in compliance with all applicable provisions of the CITY Municipal Code, including but not limited Chapter 7, entitled "Nuisances". A vacant lot shall include any lot that does not have an occupied principal structure that is used for single family purposes at the time of inspection, repair or restoration. All costs incurred by the CITY in exercising its right to inspect, repair or restore the Lot shall be borne by the owner of the Lot necessitating such inspection, repair or restoration and if not paid for by such Lot owner within forty-five (45) days of receipt of any invoice therefore, may be placed against the tax roll for the Lot and collected as a special charge by the CITY.

SECTION XVI. MISCELLANEOUS REQUIREMENTS: The DEVELOPER shall:

A. EASEMENTS:

The Developer shall provide any easements including vision easements on SUBJECT LANDS deemed necessary by the CITY Engineer before the final plat is signed or on the final plat and such easements shall be along lot lines if at all possible.

B. MANNER OF PERFORMANCE:

The Developer shall cause all construction called for by this Agreement to be carried out and performed in a good and workmanlike manner.

C. SURVEY MONUMENTS:

The Developer shall properly place and install any lot, block or other monuments required by State Statute, CITY Ordinance or the CITY Engineer.

D. RESTRICTIONS:

The Developer shall execute and record restrictions noted on the Final Plat in the form attached hereto, made a part hereto and marked Exhibit D and provide proof of recording prior to sale of lots for the SUBJECT LANDS. The Restrictions shall contain the following language:

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

"No non-potable or potable water wells may be installed and operated for any purpose, including maintenance of landscaping or stormwater infiltration/retention/detention basins, on any lots, outlots, common grounds or commonly owned parcel(s) within the Subject Lands unless authorized in writing by the City of Pewaukee Common Council."

"Lot owners and/or owners associations within the Subject Lands are required to maintain all stormwater management facilities in accordance with the Storm Water Management Practices Maintenance Agreement."

E. GRADES:

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

F. UNDERGROUND UTILITIES:

The Developer shall install all electrical, telephone, cable and gas utilities underground. Coordination of installation and all costs shall be the responsibility of the DEVELOPER.

G. PERMITS:

The Developer shall provide and submit to the CITY upon request valid copies of any and all governmental agency permits.

H. REMOVAL OF TOPSOIL:

The DEVELOPER agrees that no topsoil shall be removed from the SUBJECT LANDS without approval from the CITY Engineer.

I. IMPACT FEES:

The Developer is aware that the City requires the payment of several different impact fees based on the amount of development pursuant to the ordinances presently in effect in the City and other rules and regulations of the City presently in effect and as they may be amended in the future. These impact fees may be adjusted annually and they may be payable at future times. The Developer shall

include in its deed restrictions notice to all future owners that they may be subject to payment of said impact fees.

J. NOISE:

The Developer shall make every effort to minimize noise, dust and similar disturbances, recognizing that the SUBJECT LANDS are located near existing residences. Construction of improvements, including equipment start up, shall not begin before 7:00 a.m. during weekdays and 8:00 am on Saturdays, and 9:00 a.m. on Sundays. Construction of improvements shall not continue beyond 7:00 p.m. or dusk, whichever is earlier, during weekdays and Saturdays, and 5:00 p.m. or dusk, whichever is earlier, on Sundays unless otherwise approved by the City Engineer.

K. DEBRIS:

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

L. PUBLIC CONSTRUCTION PROJECTS:

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

M. ZONING CODE:

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

N. SUMP PUMP DISCHARGES

Sump pump discharges may not discharge directly to the City's infrastructure, specifically the curb and gutter or streets. If nuisance flooding, freezing, icing, or other safety concerns arise from a sump pump discharge, the lot owner must remedy the situation at their own expense within 30 days from written notice from the City or as extended by the City. Sump pump discharges may be connected to an existing storm structure only by permit from the City. Absolutely no connection to the sanitary sewer will be allowed.

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

The DEVELOPER shall pay and reimburse the CITY promptly upon billing for all fees, expenses, costs and disbursements which shall be incurred by the CITY in connection

with this development or relative to the construction, installation, dedication and acceptance of the Improvements covered by this Agreement, including without limitation by reason of enumeration, design, engineering, review, supervision, inspection and legal, administrative and fiscal work. Any such charge not paid by DEVELOPER within thirty (30) days of being invoiced may be charged against the financial guarantee held by the CITY pursuant to this Agreement, or assessed against the Subject Lands as a special charge pursuant to §66.60(16), Wisconsin Statutes.

SECTION XVIII. GENERAL INDEMNITY:

In addition to, and not to the exclusion or prejudice of, any provisions of this Agreement or documents incorporated herein by reference, the DEVELOPER shall indemnify and save harmless and agrees to accept tender of defense and to defend and pay any and all legal, accounting, consulting, engineering and other expenses relating to the defense of any claim asserted or imposed upon the CITY, its officers, agents, employees and independent contractors growing out of this Agreement by any party or parties, provided the Developer shall have no obligations hereunder for any claims based upon any intentional, reckless or negligent action or omission by the City, its officers, agents, employees, and independent contractors. The DEVELOPER shall also name as additional insureds on its general liability insurance the CITY, its officers, agents, employees and any independent contractors hired by the CITY to perform services as to this development and give the CITY evidence of the same upon request by the CITY.

SECTION XX. INSURANCE:

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

SECTION XXI. EXCULPATION OF CITY CORPORATE AUTHORITIES:

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

SECTION XXII. GENERAL CONDITIONS AND REGULATIONS:

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

SECTION XXIII. ZONING:

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

SECTION XXIV. COMPLIANCE WITH CODES AND STATUTES:

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

SECTION XXV. PRELIMINARY PLAT AND FINAL PLAT CONDITIONS:

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

SECTION XXVI. AGREEMENT FOR BENEFIT OF PURCHASERS:

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

SECTION XXVII. ASSIGNMENT:

The DEVELOPER shall not assign this Agreement without the written consent of the CITY which such consent shall not be unreasonably withheld or delayed. The assignee must agree to all terms and conditions of this document in writing.

SECTION XXVIII. PARTIES BOUND:

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

SECTION XXIV. HEIRS & ASSIGNS:

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

SECTION XXX. PHASING OF DEVELOPMENT:

In that the DEVELOPER has voluntarily agreed to develop the subject land in phases and has further agreed to submit along with the Final Plat of the first phase a phasing plan for the entire development, which shall be in substantial conformity with the phasing plan prepared and discussed by the Plan Commission for the CITY and shall be subject to review and must be specifically approved by the CITY Common council, Section 236.11(b), Wisconsin Statutes, which requires Final Plats to be filed within twenty-four (24) months of the date of approval of the Preliminary Plat is hereby waived by the CITY provided the DEVELOPER complies with the approved phasing plan and further provided that the Final Plat of each phase complies substantially with the Preliminary Plat, as provided in Section 236.11(b), Wisconsin Statutes.

SECTION XXXI. AMENDMENTS:

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

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

BWC Investments, LLC
By: [Signature]
By: Carl Tomich managing member
Authorized Signatory

STATE OF WISCONSIN)
)ss.
COUNTY OF (County))

Personally came before me this 26th day of May, 2020, the above named Carl P. Tomich, Authorized Signatory of BWC Investments, LLC, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Kari L. Stahl
NOTARY PUBLIC, STATE OF WI
My commission expires: February 21, 2024



**EXHIBIT A
LEGAL DESCRIPTION
FOR
SWAN VIEW FARMS**

LEGAL DESCRIPTION:

Being a subdivision of a part of the Southwest 1/4 and all of the Northwest 1/4 and Southeast 1/4 of the Southwest 1/4 of Section 2, Township 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 Southwest corner of the Southwest 1/4, Thence North 89°35'52" East and along the South line of the said Southwest 1/4 Section, 370.11 feet to a point, said point being place of beginning of lands hereinafter described;

Thence North 00°00'31" East, 366.78 feet to a point; Thence South 88°30'31" West, 91.63 feet to a point; Thence North 00°00'31" East and along the East line of Certified Survey Map Number 2166, 175.06 feet to a point on the North line of said Certified Survey Map; Thence South 88°30'31" West and along the said North line, 228.58 feet to a point on the East Right-of-Way line of "Swan Road"; Thence North 00°00'31" East and along the said Right-of-Way line, 33.62 feet to a point of curvature; Thence Northwesterly 237.33 feet along the said East Right-of-Way line and the arc of a curve, whose center lies to the Southwest, whose radius is 554.73 feet, whose central angle is 24°30'47", and whose chord bears North 12°14'52.5" West, 235.53 feet to a point on the West line of the said Southwest 1/4 Section; Thence North 00°00'31" East and along the said West line, 516.47 feet to a point; Thence South 89°59'29" East, 832.99 feet to a point; Thence North 81°53'26" East, 160.24 feet to a point; Thence South 89°36'44" East, 295.02 feet to a point; Thence North 89°37'49" East 1286.68 feet to a point on the East line of the said Southwest 1/4 Section; Thence South 00°30'03" West along the said East line, 1327.21 feet to a point marking the Southeast corner of the said Southwest 1/4 Section; Thence South 89°35'52" West and along the said South line of the said Southwest 1/4 Section, 2191.85 feet to the point of beginning of this description.

Said Parcel contains 3,203,668 Square Feet (or 73.5461 Acres) of land, more or less.

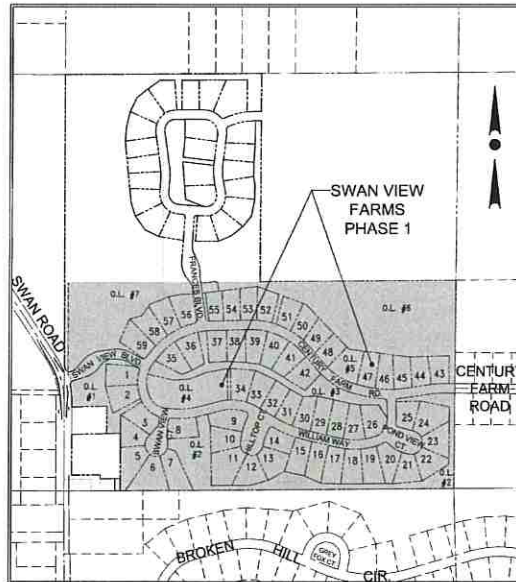
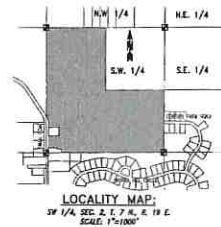
EXHIBIT B ENGINEERING PLANS FOR SWAN VIEW FARMS

(Below is a reduced size version of the cover sheet of the Phase 1 engineering plans)
(Full documents are available at the City Clerk's Office and the Developer's office)

GENERAL NOTES

1. THE LATEST EDITIONS OF THE FOLLOWING DOCUMENTS AND ANY SUPPLEMENTS THEREOF, SHALL GOVERN ALL CONSTRUCTION ITEMS ON THIS PLAN UNLESS OTHERWISE NOTED.
- STANDARD SPECIFICATIONS FOR SEWER AND WATER CONSTRUCTION IN WISCONSIN, 8TH EDITION (2009)
- THE WISCONSIN D.O.T. STANDARD SPECIFICATIONS FOR HIGHWAY AND STRUCTURE CONSTRUCTION, LATEST EDITION
- WISCONSIN DEPARTMENT OF NATURAL RESOURCES TECHNICAL STANDARDS
- WISCONSIN DEPARTMENT OF NATURAL RESOURCES EROSION CONTROL MEASURES LIST, LATEST EDITION
- CITY OF PEWAUKEE TECHNICAL STANDARDS
2. THE CONTRACTOR SHALL TAKE ALL MEASURES NECESSARY TO MINIMIZE EROSION, WATER POLLUTION AND SILTATION CAUSED BY CONSTRUCTION OF THIS PROJECT. EROSION CONTROL MEASURES SHALL BE IN ACCORDANCE WITH WISCONSIN DEPARTMENT OF NATURAL RESOURCES TECHNICAL STANDARDS.
3. EROSION CONTROL PLAN: PRIOR TO BEGINNING WORK, AN APPROVED EROSION CONTROL PLAN SHALL BE PROVIDED BY THE ENGINEER. THE CONTRACTOR IS RESPONSIBLE FOR PROPERLY IMPLEMENTING THE APPROVED PLAN.
4. THE CONTRACTOR SHALL FIELD VERIFY THE ELEVATIONS OF THE BENCHMARKS PRIOR TO BEGINNING WORK. THE CONTRACTOR SHALL ALSO FIELD VERIFY LOCATION, ELEVATION AND SIZE OF EXISTING UTILITIES, AND VERIFY FLOOR, CURB OR PAVEMENT ELEVATIONS WHERE MATCHING INTO EXISTING WORK. THE CONTRACTOR SHALL FIELD VERIFY HORIZONTAL CONTROL, BY REFERENCING SHOWN COORDINATES TO KNOWN PROPERTY LINES. NOTIFY ENGINEER OF DISCREPANCIES IN EITHER VERTICAL OR HORIZONTAL CONTROL, PRIOR TO PROCEEDING WITH WORK.
5. THE CONTRACTOR SHALL VERIFY THE EXACT LOCATION OF ALL UNDERGROUND UTILITIES PRIOR TO BEGINNING CONSTRUCTION (CALL DIGGERS HOTLINE AT 800-242-8811). COST OF REPLACEMENT OR REPAIR OF EXISTING UTILITIES DAMAGED AS A RESULT OF THE CONTRACTOR'S OPERATION SHALL BE THE CONTRACTOR'S RESPONSIBILITY.
6. EXISTING UTILITY INFORMATION IS SHOWN FROM SURVEY WORK, FIELD OBSERVATIONS, AVAILABLE PUBLIC RECORDS, AND AS-BUILT DRAWINGS. EXACT LOCATIONS AND ELEVATIONS OF UTILITIES SHALL BE DETERMINED PRIOR TO INSTALLING NEW WORK. EXCAVATE TEST PITS AS REQUIRED.
7. PROPERTY CORNERS SHALL BE CAREFULLY PROTECTED UNTIL THEY HAVE BEEN REFERENCED BY A PROFESSIONAL LAND SURVEYOR. PROPERTY MONUMENTS DISTURBED BY THE CONTRACTOR'S OPERATIONS SHALL BE REPLACED AT THE CONTRACTOR'S EXPENSE.
8. ENGINEER SHALL BE NOTIFIED 48 HOURS IN ADVANCE OF PERFORMING ANY CONSTRUCTION.
9. ALL TREES SHALL BE REMOVED ACCORDING TO DSHA STANDARDS.
10. ALL ITEMS SHALL INCLUDE ALL THE NECESSARY MATERIALS AND LABOR TO COMPLETE THE ITEM IN PLACE.
11. THE CONTRACTOR SHALL CLEAN ALL ADJACENT STREETS OF ANY SEDIMENT OR DEBRIS BY SWEEPING BEFORE THE END OF THE WORKING DAY OR AS REQUIRED BY THE CITY OF PEWAUKEE.
12. THE CONTRACTOR MUST AND IS REQUIRED TO NOTIFY THE CITY OF PEWAUKEE SEWER AND WATER UTILITY A MINIMUM OF 48 HOURS IN ADVANCE OF WATER MAIN REPLACEMENT, WATER MAIN FLUSHING, WATER MAIN TESTING AND WATER MAIN CONDUCTIONS. NO CONNECTION SHALL BE MADE TO THE EXISTING WATER SYSTEM UNTIL SAFE SAMPLES FROM THE NEW MAIN HAVE BEEN OBTAINED.

SWAN VIEW FARMS SINGLE FAMILY RESIDENTIAL SUBDIVISION PHASE 1 SITE DEVELOPMENT PLANS CITY OF PEWAUKEE, WISCONSIN

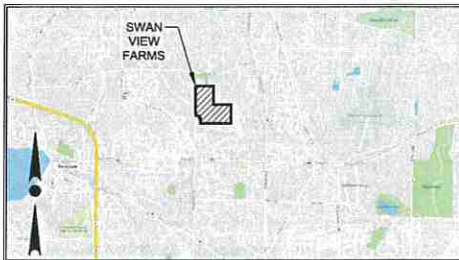


DESIGNER:
TRIO ENGINEERING, LLC
4100 N. CALSON ROAD, SUITE 200
BROOKFIELD, WI 53005
CONTACT: MR. JOSHUA D. PUDELKO, P.E., W.E.
PHONE: 262-790-1180
FAX: 262-790-1181
EMAIL: jpudelko@trioeng.com

CONSTRUCTION ENTRANCE NOTE:
CONSTRUCTION TRAFFIC WILL NOT BE ALLOWED TO ACCESS THE SITE FROM CENTURY FARM ROAD SWAN ROAD IS NEAREST ACCESS POINT. CONSTRUCTION TRAFFIC WILL BE LIMITED TO ACCESSING THE SITE FROM THE INTERSECTION OF SWAN ROAD AND CEN 154 AND TRAVELING NORTH ALONG SWAN ROAD TO THE SITE. CONSTRUCTION TRAFFIC WILL NOT BE PERMITTED ON SWAN ROAD NORTH OF THE CONSTRUCTION SITE.

SHEET INDEX

CIVIL	
T1	- COVER SHEET
C1.0	- OVERALL GRADING & DRAINAGE PLAN
C1.1-C1.8	- PROPOSED INTERIM GRADING & DRAINAGE PLANS
C1.9-C1.10	- PROPOSED MASTER GRADING & DRAINAGE PLANS
C1.7-C1.10	- PROPOSED POND DETAIL PLANS
C2.0	- EROSION CONTROL PLAN
C3.1	- FULL GRADING EROSION CONTROL PLAN
C3.0	- SANITARY SEWER & WATER MAIN SYSTEM PLAN
C3.1-C3.8	- SANITARY SEWER AND WATER MAIN PLAN & PROFILE
C3.9-C3.11	- SANITARY SEWER FORCE MAIN PLANS
C3.12	- SANITARY LATERAL PLAN
C3.13	- SANITARY & WATER MAIN SPECIFICATIONS
C4.0	- STORM SEWER SYSTEM PLAN
C4.1-C4.10	- ROADWAY AND STORM SEWER PLAN & PROFILE
C4.11-C4.12	- STORM SEWER PLAN & PROFILE
C5.0-C5.4	- INTERSECTION, CUL-DE-SAC AND RAMP DETAILS
C5.5	- SWAN ROAD INTERSECTION DETAIL
C5.6-C5.7	- SWAN ROAD INTERSECTION CROSS SECTIONS
C6.0-C6.2	- CONSTRUCTION NOTES & DETAILS

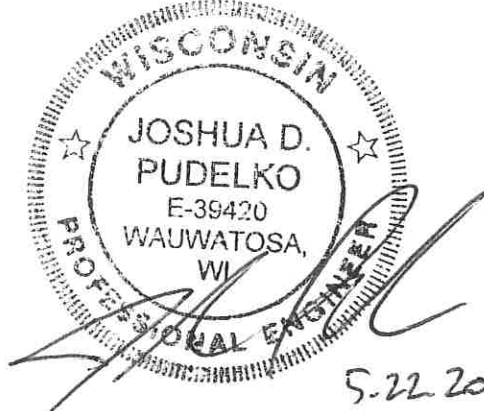


LOCATION MAP
NOT TO SCALE

SITE PLAN
SCALE: 1" = 300'

CONTRACTOR IS REQUIRED TO CONTACT DIGGERS HOTLINE TOLL FREE TO OBTAIN LOCATION OF UNDERGROUND UTILITIES PRIOR TO CONSIDERING THE WORK. WISCONSIN DIGGERS HOTLINE REQUIRES MIN. OF 3 WORK DAYS NOTICE BEFORE YOU DIG. CALL DIGGERS HOTLINE 1-800-848-6811.

EXISTING UNDERGROUND UTILITY INFORMATION WAS OBTAINED FROM AVAILABLE RECORDS. THE ENGINEER MAKES NO GUARANTEE AS TO THE ACCURACY OF THIS INFORMATION. VERIFICATION TO THE SATISFACTION OF THE CONTRACTOR OF ALL UNDERGROUND UTILITIES, WHETHER OR NOT SHOWN ON THE PLANS, SHALL BE ASSIGNED AS A CONDITION OF THE CONTRACT. THE CONTRACTOR



PROJECT: SWAN VIEW FARMS SINGLE FAMILY RESIDENTIAL SUBDIVISION CITY OF PEWAUKEE, WISCONSIN BY: JOSHUA D. PUDELKO, P.E. DATE: MAY 22, 2020	
REVISION HISTORY	
DATE	DESCRIPTION
05/22/20	PRELIMINARY SUBMITTAL
05/22/20	CIVIL SUBMITTAL
07/02/20	PER CITY REVIEW
08/04/20	PER CITY REVIEW
08/20/20	PER CITY REVIEW
09/01/20	PER CITY REVIEW
DATE: MAY 1, 2020	
JOB NUMBER: 10024	
DESCRIPTION: COVER SHEET	
SHEET T1	

EXHIBIT B (continued)
ENGINEERING PLANS
FOR
SWAN VIEW FARMS

(Below is a reduced size version of the table of contents of the Phase 1 engineering plans)
(Full documents are available at the City Clerk's Office and the Developer's office)

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CIVIL	
T1	- COVER SHEET
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C1.1-C1.6	- PROPOSED INTERIM GRADING & DRAINAGE PLANS
C1.1M-C1.6M	- PROPOSED MASTER GRADING & DRAINAGE PLANS
C1.7-C1.10	- PROPOSED POND DETAIL PLANS
C2.0	- EROSION CONTROL PLAN
C2.1	- FILL GRADING EROSION CONTROL PLAN
C3.0	- SANITARY SEWER & WATER MAIN SYSTEM PLAN
C3.1-C3.9	- SANITARY SEWER AND WATER MAIN PLAN & PROFILE
C3.10-C3.11	- SANITARY SEWER FORCE MAIN PLANS
C3.12	- SANITARY LATERAL PLAN
C3.13	- SANITARY & WATER MAIN SPECIFICATIONS
C4.0	- STORM SEWER SYSTEM PLAN
C4.1-C4.10	- ROADWAY AND STORM SEWER PLAN & PROFILE
C4.11-C4.12	- STORM SEWER PLAN & PROFILE
C5.0-C5.4	- INTERSECTION, CUL-DE-SAC AND RAMP DETAILS
C5.5	- SWAN ROAD INTERSECTION DETAIL
C5.6-C5.7	- SWAN ROAD INTERSECTION CROSS SECTIONS
C6.0-C6.2	- CONSTRUCTION NOTES & DETAILS

EXHIBIT C
STORM WATER MANAGEMENT PLAN
FOR
SWAN VIEW FARMS

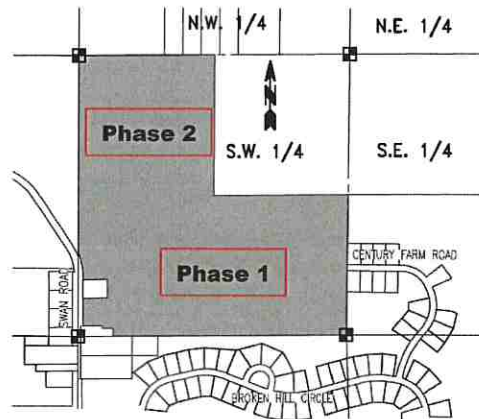
(Below is a reduced size version of the cover page of the Phase 1 storm water management plan)
(Full documents are available at the City Clerk's Office and the Developer's office)

SWAN VIEW FARMS
City of Pewaukee, WI

Swan View Farms

Subdivision

City of Pewaukee
Waukesha County, WI



LOCALITY MAP:

SW 1/4, SEC. 2, T. 7 N., R. 19 E.

Phase 1

Storm Water Management Plan

Prepared By:



4100 N CALHOUN ROAD, BROOKFIELD, WI 53005

t: 262.790.1480 f: 262.790.1481

email: INFO@TRIOENG.COM

Submittal Date:

May 10, 2019

July 22, 2019

October 4, 2019

February 12, 2020

May 1, 2020

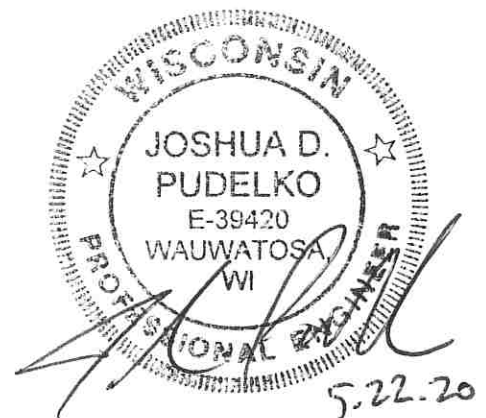


EXHIBIT C (continued)

STORM WATER MANAGEMENT PLAN

FOR

SWAN VIEW FARMS

(Below is a reduced size version of the table of contents of the Phase 1 storm water management plan)
 (Full documents are available at the City Clerk's Office and the Developer's office)

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Return to: BWC Investments, LLC
N8 W22520-L Johnson Dr.
Waukesha, WI 53186

EXHIBIT D
DECLARATION OF RESTRICTIONS
FOR
SWAN VIEW FARMS

This Declaration is made this 17th day of April 2020 by BWC Investments, LLC, hereinafter the "Developer".

WHEREAS, Developer is the owner of the property commonly known as the Swan View Farms Subdivision, in the City of Pewaukee, Waukesha County, Wisconsin, more particularly described on the attached Exhibit A; and

WHEREAS, Developer desires to subject the residential lots in said Swan View Farms Subdivision to the conditions, restrictions, covenants, reservations and easements contained herein for the benefit of the said property and for the benefit of each owner of any part thereof and for the purpose of creating a desirable utilization of land in an aesthetically pleasing residential environment.

THEREFORE, the Developer hereby declares that the real property described on the attached Exhibit A, shall be held, sold, conveyed, transferred, used and improved only subject to the conditions, restrictions, covenants, reservations and easements hereinafter set forth which shall inure to the benefit of the Developer, its successors and assigns, and to all parties hereafter having any interest in the property.

1. BINDING EFFECT AND DEFINITIONS

This Declaration of Restrictions shall become effective immediately upon the recording hereof with respect to the property described on the attached Exhibit A.

The terms "Swan View Farms", "Swan View Farms Development" and "Subdivision", as used in this Declaration of Restrictions, are defined as the property described on the attached Exhibit A.

The term "Lot" as used in this Declaration is hereby defined as each separate buildable parcel of real estate existing now or in the future which is created by any land division done in accordance with all applicable laws and regulations, and in compliance with all restrictions set forth in this Declaration, of the lands subject to this Declaration.

The terms "Common Area" or "Outlot" are defined as any outlot, boulevard, detention or retention area, or other area within the subdivision which is not a lot nor a dedicated street nor other dedicated area for which the City of Pewaukee has assumed responsibility for maintenance. Each owner of a lot shall have an undivided 1/82nd ownership interest in the common outlots (except outlot #4 & #5) and the Owner's Association shall be responsible for the maintenance of all common areas and common outlots (including outlot #4 & #5). The Owner's Association will be responsible for the repair or maintenance of any monument or common landscape amenity that

is installed in a public right of way. This includes damage that may occur during City maintenance operations such as snowplowing.

2. GENERAL PURPOSE

The general purpose of these restrictions is to assure that Swan View Farms will become and remain an attractive, high quality residential community and to that end to preserve and maintain the natural beauty, to insure the best use and the most appropriate development and improvement of building sites within the property; to protect owners of building sites against such use of surrounding sites as may detract from the residential value of their property; to guard against and prevent the erection of poorly designed or proportioned structures on any part of the property; to obtain harmonious use of materials and color schemes in improvements; to insure the highest and best residential quality of the property; to encourage and secure the improvements of the property with attractive homes with appropriate locations thereof on the building sites; to secure and maintain proper spatial relationships of structures to other structures and lot lines; and generally to insure the highest and best residential development of the property.

3. INTERPRETATION

It is inherent to protective covenants and restrictions that from time to time those covenants and restrictions are subject to interpretation. In those instances wherein an interpretation is required because there is no definitive rule to be followed, or because there is a question regarding an intangible concept such as, but not limited to, what constitutes harmonious architectural design, what is poor design or proportion and what is aesthetically pleasing, the matter shall be subject to the opinion of the Architectural Control Committee for the granting of a final approval.

4. ARCHITECTURAL CONTROL COMMITTEE

An Architectural Control Committee (hereinafter the "Committee") for Swan View Farms Subdivision is hereby established. The Committee shall consist of not less than three members, designated as hereinafter set forth. The decision of the majority of the members of the Committee shall be final and binding upon all parties. The Committee members shall not be entitled to compensation for services performed pursuant to this paragraph. The initial members of the Committee shall be appointed by the Developer, and the Developer shall be entitled to remove and replace members of the Committee, at its sole discretion, as long as there remains any vacant lot in the subdivision; thereafter, the Committee shall consist of the Board of Directors of the Owner's Association, established as hereinafter set forth, provided said Owner's Association is in existence. If the Owner's Association is not legally in existence at any time after which there is no longer any vacant lot in the subdivision, the Committee shall continue in existence with its then existing members, and Committee members shall be subject to removal, replacement and/or appointment as follows: by majority vote of the Committee members in attendance at a Committee meeting called by any one or more Committee members for that purpose; and/or by majority vote of lot owners in attendance at a meeting of lot owners called by any one or more lot owners for that purpose. Lot owner meetings called to remove, replace and/or appoint Committee members shall require not less than 10 days written notice to at least one owner of each lot, by personal delivery or by First Class U. S. Mail addressed to the last known owner and address as shown on the Tax Roll.

5. ARCHITECTURAL CONTROL

No building, swimming pool, gazebo, fence, wall, driveway, tennis court, light post, landscaping or other structure or improvement shall be constructed, erected, placed or altered on any lot in Swan View Farms Subdivision without the approval of the Architectural Control Committee. For any undertaking requiring approval of the Architectural Control Committee, three sets of plans [including building construction plans (with roof, siding, brick, stone, stucco and trim colors), site plans, and grading plans (where necessary)] shall be submitted to the Architectural Control Committee. If and when plans are approved, two sets of the approved plans shall be signed, dated, and returned by the Architectural Control Committee to the lot owner as evidence of such approval. Any changes or revisions required by the Architectural Control Committee shall first be made to the plans by the owner's agent before approval is given. Once the Architectural Control Committee's approval has been given the plans shall be strictly adhered to by the lot owner, unless subsequent changes are approved by the Architectural Control Committee. Landscaping plans shall be done by a professional designer and submitted prior to any work being started.

In passing upon the plans and specifications, the Committee may take into consideration the suitability of the proposed building or other structure or improvement, its design, elevation, color, construction materials, the harmony thereof with surrounding buildings, its proposed location, the view from other properties in the subdivision, and such other matters of terrain, environmental impact, aesthetics, and impact upon other lots in the subdivision as the Committee may deem appropriate. The Committee shall have the right to waive minor infractions or deviations from these restrictions in the case of hardship and/or common sense. Any action by the Committee shall be final and conclusive as to all persons then or thereafter owning lots covered by these restrictions. The Committee shall not be liable for actions taken or decisions made in good faith.

In addition to the requirements of these restrictions, all construction shall comply with applicable zoning and building code requirements. It is not intended that the Committee have full knowledge of, or expertise in, matters of zoning, building codes or proper drainage. The Committee shall have no liability or responsibility in the event it approves plans which fail to comply with applicable zoning or building codes, and/or which fail to properly handle drainage. In the event that approved plans violate applicable zoning or building codes, or fail to properly handle drainage, it shall be the sole responsibility of the lot owner to discover and determine the error, to have the appropriate corrections made to the plans, and to resubmit the corrected plans to the Committee for its approval.

6. DWELLINGS AND OTHER STRUCTURES

All lots shall be used only for single-family residential purposes, and such recreational purposes permitted by this Declaration and applicable zoning. All dwellings shall be designed by a home designer, registered architect or equally qualified individual or firm.

It is specifically intended, by the architectural control provisions set forth herein, that there be a compatibility of architectural styles amongst the various homes that are in close visual proximity to one another, while at the same time retaining diversity so as to avoid the monotony of duplication. Toward this end, the Architectural Control Committee may evaluate and approve the use of a particular architectural style of home on any given lot in the subdivision. In making that evaluation the Architectural Control Committee may consider the proposed residence in

relation to existing homes or previously approved (conceptual or final) homes that will be in close visual proximity to the proposed residence.

50% of the front of the residences shall be masonry, consisting of brick, stone, cultured stone/brick, Dryvit, stucco and/or stucco panels, and must terminate at an inside corner or have an acceptable terminating point, as determined solely by the Architectural Control Committee. The committee at its sole discretion may require more or less than 50% masonry if architectural style dictates. The other sides of the home's exterior siding shall consist of LP siding, cement board siding, natural stone, cultured stone, brick or stone, Dryvit, stucco and/or stucco panels. Additional brick, stone, cultured stone/brick, Dryvit, stucco and/or stucco panels, may be required on other elevations of the home, at the sole discretion of the Architectural Control Committee (no vinyl or aluminum siding will be allowed). Further, the Architectural Control Committee, in its sole discretion, shall have the right to permit or prohibit the use of cedar, composite wood, and/or other types of siding as it may deem appropriate to preserve the architectural integrity and quality appearance of dwellings in the subdivision. Aluminum or vinyl soffits and fascia may be allowed. No exposed poured concrete or concrete block over eight (8) inches above grade shall be permitted on any house. Any exposure over eight (8) inches, below the first floor, must be covered by brick and/or stone, Dryvit, stucco or cultured brick or stone, stucco panels, or siding. The roofing of all dwellings shall consist of dimensional asphalt shingles in. The Architectural Control Committee, in its sole discretion, may permit or prohibit the use of other types roofing materials (such as tile, cement, metal or cedar) having substantially the same appearance as the permitted materials, as it may deem appropriate, to preserve the architectural integrity and quality of appearance of dwellings in the subdivision. Further, the Architectural Control Committee may, in their sole discretion, permit the use of such other forms of high quality and aesthetically pleasing roof materials as may be available now or in the future, including but not limited to masonry and/or copper for accent areas only. The main portion of the roof shall have a minimum pitch of 8/12 for a two-story and 10/12 for a ranch style home. A lesser pitch over other areas, such as porches, breezeways and bays, may be permitted or denied at the sole discretion of the Architectural Control Committee. Lesser pitch roofs also can be approved by the ACC at their sole discretion if the architectural style of the home warrant such a pitch.

If shutters are used, then the ACC may require them to be used on all elevations. Window wraps and window grids must be used on all windows unless architectural style and ACC allows the elimination of these features.

All homes shall include an attached garage with a minimum of 600 square feet. The Architectural Control Committee, at its sole discretion, may prohibit any attached garage, which has an exterior appearance of having a capacity of more than 3 cars. Garages are to be side entry where possible. Angled & front entry garages may be permitted at the sole discretion of the Architectural Control Board. No detached garages shall be permitted.

No storage shed shall be allowed on any lot. Other types of outbuildings, such as pool equipment and/or changing room facilities may be allowed, providing they are approved, as to design, location and landscaping, by the Architectural Control Committee. No outbuilding shall be constructed on any lot prior to the commencement of construction of the single-family residence on such lot. All lot owners are further advised that outbuilding construction is also subject to applicable zoning ordinances, and may be prohibited or restricted unless a variance or conditional use permit is obtained.

7. MINIMUM SQUARE FOOTAGE REQUIREMENTS

Houses constructed in Swan View Farms Subdivision shall have a minimum square footage of living space as follows:

- i. One-story houses shall have a minimum square footage of living space of not less than 2,200 square feet.
- ii. One and one-half story houses shall have a minimum square footage of living space of not less than 2,800 square feet total. 1st floor square footage not less than 1,400.
- iii. Two-story houses shall have a minimum square footage of living space of not less than 2,800 square feet total. 1st floor square footage not less than 1,400.

Living space is determined by the outside dimensions (exclusive of garages, porches, patios, breezeways and similar additions) of the exterior walls of above grade, finished living space. In no event shall floor space which is partially or completely below finished yard grade (such as basement space, whether or not exposed, and/or the lower level of a split level) be counted for purposes of determining minimum square footage of living space. The minimum square footage shall be determined as of the time of initial construction, and shall not consider or include unfinished areas or future additions.

The Architectural Control committee, in its sole discretion, may grant approval for any house on any lot with square footage up to five percent (5%) less than the minimum required above, provided; however, in no event shall any house be constructed on any lot with square footage below the minimum standard of the City of Pewaukee.

8. COMMENCEMENT OF AND COMPLETION OF CONSTRUCTION

Before any construction shall be commenced on any lot the driveway shall be rough graded in a horizontal location and with a vertical alignment as approved by the Architectural Control Committee. All access to and from the home site construction area by material suppliers, contractors and other individuals shall be by this driveway location and no other means or way. This covenant is primarily for the protection of natural amenities of the site.

Any exterior construction commenced shall be completed within a one-year period and shall be ready for occupancy within that period. Also, within six (6) months of occupancy or within one and one-half (1 ½) years of the commencement of construction, whichever date shall be shorter, the owner of such lot shall landscape any area disturbed by construction, and shall complete all landscaping in accordance with the plans and specifications approved by the Architectural Control Committee.

During the time of construction the lot owner shall be responsible to see that his or her contractor maintains a constant cleanup of all scraps, paper or other waste materials, and all dirt and mud tracked onto public streets, and that all access to the site is through the approved driveway, and by no other means or way. The lot owner shall further be responsible for the repair

of any and all damage to the public right-of-way adjacent to the lot, including but not limited to any pavement, sidewalk, curb, gutter, ditch, swale and/or culvert, and to any drainage ditches, swales and/or other drainage facilities on the lot, occurring prior to completion of construction. In the event that the owner or his contractor shall fail in this responsibility the Developer shall have the right to perform the necessary cleanup and/or make the necessary repairs and to charge the construction deposit and/or obtain reimbursement for the expense incurred by the Developer or Owner's Association, as the case may be, as set forth in Paragraph 9 below.

During any earth moving activities, proper erosion control practices shall be installed to prevent sediment entering storm water drainage ways or leaving the immediate construction site. Erosion control including the stabilization of each lot with permanent grass must comply with the City of Pewaukee Erosion Control Ordinance.

9. CONSTRUCTION DEPOSIT

At the time of closing on a Lot a Construction Deposit in the amount of Two Thousand Dollars (\$ 2,000.00) shall be collected from the Lot owner and held by the Developer. These funds are transferable to subsequent buyers of a Lot after the initial sale by Developer. These funds are to ensure compliance with these covenants and restrictions dealing with contractor cleanup, use of the approved driveway and repair of damage to pavement, sidewalks, curbs and gutters, to ensure compliance with the landscaping and tree planting requirements set forth in this Declaration, and to assure compliance with the architectural covenants, restrictions and requirements contained herein and as approved by the Architectural Control Committee. In the event the Lot owner and/or his or her contractors fail to comply with the cleanup requirements and/or the use of the approved driveway, and/or repair of any damaged sidewalks, curbs and/or gutters and/or the landscaping and tree planting requirements set forth in this Declaration, and in the event the Developer or Owner's Association, as a result of such noncompliance, undertakes any cleanup or repair and/or is charged or assessed by the City of Pewaukee for same, the Developer or Owner's Association shall be entitled to deduct and retain from the Construction Deposit a sum sufficient to reimburse Developer or Owner's Association for all costs and expenses incurred by Developer or Owner's Association for such cleanup and/or repair. Developer alternatively has the right to keep the entire deposit and not undertake the repair. In the event the Lot owner and/or the Lot owner's contractors fail to comply with the architectural or other requirements or provisions of this Declaration of Restrictions, and in the event Developer or Owner's Association retains an attorney to pursue enforcement of said requirements and/or provisions, the Developer or Owner's Association shall be entitled to deduct and retain from the deposit a sum sufficient to reimburse Developer or Owner's Association for all costs and expenses, including but not limited to a reasonable actual attorney's fees, incurred by Developer or Owner's Association with respect to such enforcement. In the event the deposit amount is not sufficient to fully reimburse Developer or Owner's Association for cleanup and/or repair expenses, charges and/or assessments, and/or for costs, expenses and reasonable attorney's fees relating to enforcement of architectural requirements, the owners of the lot shall be jointly and severally liable to Developer or Owner's Association for any excess and shall constitute a lien on the Lot. Developer alternatively has the right to keep the entire deposit and not undertake the repair. In the event that no deductions are made, or in the event there is a balance remaining after all deductions, upon the owner's request, the balance in the escrow account shall be returned to the current owner so long as the final lift of asphalt has been completed in the Subdivision. In order for such request to be valid, said request must be submitted in writing to Developer within two years of the initial lot purchase from the Developer, home construction must be complete, and a lawn must be established, as required in Section 19 of these Restrictions and all aspects of these restrictions must be met along with all the improvements including structures, driveways,

patios, decks, landscaping must approved by the ACC prior to install; failure to do so will result in forfeiture of said deposit.

10. TREES AND LANDSCAPING

Buyer is required to purchase and install two (2) street trees (corner lots will require four (4) street trees) at front of each lot installed on the front 10 feet of the lot following the road right-of-way and trees must be a minimum of 3" caliper with species approved by the Architectural Control Committee. The Lot owner is responsible for protecting and maintaining said trees, including watering, mulching and fertilizing as needed. In the event the Lot owner fails to properly protect and maintain said trees, the lot owner shall promptly replace any dead or dying tree, and shall continue to protect and maintain same. In the event the location of any such tree interferes with the lot owner's driveway location, the Lot owner shall be responsible for moving such tree at the Lot owner's expense.

Landscaping, consisting of a mix of evergreens, trees and shrubs, are being installed on and along Swan Rd. The Owner's Association is responsible for the maintenance of such landscaping, including trimming, watering, mulching and fertilizing as needed. The Owner's Association shall replace any dead or dying tree or shrub as necessary.

Additional landscaping and a possible subdivision entrance monument will be installed at the entrance. The Owner's Association will maintain this landscaping and monument.

The Owner's Association shall also be responsible for the care and maintenance of any trees or shrubs planted on the cul-de-sacs or outlots.

No existing live tree with a diameter of eight inches or more at a height four feet above ground shall, without approval of the Architectural Control Committee be cut down, destroyed, mutilated, moved or disfigured. All existing trees shall be protected during construction and preserved by wells or islands and proper grading in such a manner as may be required by the Architectural Control Committee. Existing live trees with a diameter of eight inches or more at a height four feet above the ground shall be considered by the Architectural Control Committee in granting approval for the location of the house, driveway and any and all other structures on any lot. The provisions of this paragraph do not apply to any tree located more than 250 feet from the nearest common lot line with any other lot in the subdivision.

11. BUILDING SETBACKS

It is one of the intentions of the covenants and restrictions to create a completed community whose site plan is varied and well integrated to the overall site surroundings as well as the specific lot.

All lot setbacks shall be approved in writing by the Architectural Control Committee. The minimum setbacks for a Single – Family Residence shall be:

1. Forty (40) feet from any abutting street right-of-way.
2. Twenty (20) feet from any side yard.
3. Thirty-Five (35) feet from any rear yard.
4. Twenty-Five (25) feet from any wetland

If any lot owner desires to rotate its proposed single-family residence to face toward the corner of a lot, the Architectural Control Committee reserves the right to determine the street yard setbacks that the declarant believes to be most beneficial to the overall appearance of the subdivision.

The site plan for each lot will be reviewed with respect to achieving the above goals and avoiding monotony or noticeable similar placement of homes to those existing or previously approved. In achieving these goals, offsets greater than those specified above may be required by the Architectural Control Committee. Further, the Architectural Control Committee, in its sole discretion, may alter the offsets to the minimum allowed by the City of Pewaukee if it determines, in its sole discretion, that terrain conditions and/or preservation of existing trees so require. Other zoning restrictions may apply.

12. DRIVEWAYS

The owner of each lot shall, within six (6) months of the date of issuance of an occupancy permit of a residence on a lot, install a hard surfaced concrete, brick or stone paver, or asphalt driveway. Said driveway shall extend from the vehicle entry to the garage to an intersection with the public street.

13. HEIGHT OF GRADE AND BUILDING PADS

No owner of any lot, nor any person or persons claiming under the lot owner, shall or will at any time alter the grade of any lot or outlot from that which is naturally occurring on that lot at the time the site development improvements have been completed by the Developer, except to the extent required to comply with the Master Grading Plan or any amendment thereto approved by the City of Pewaukee Engineer on file in the office of the City of Pewaukee Clerk, unless and until the property owner shall first obtain the written approval of the Architectural Control Committee and the City of Pewaukee for such grade alterations.

In order to obtain this approval it shall first be necessary for the property owner, at his or her expense, to have prepared a grading plan which shows in detail the area to be re-graded, the existing and proposed topography, analyzes the effects on site drainage, and is a plan which does not unreasonably affect an adjacent lot owner as regards drainage or their viewing of unreasonable slope treatment.

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

Subdivision grading has been performed with the intention that home construction on each lot take place within a building pad area as shown on the Master Grading Plan. Construction of the home and/or other improvements beyond the limits of such building pad area may result in an increased risk of encountering adverse subsoil conditions.

14. NUISANCES

No noxious or offensive activities shall be carried on upon any lot or outlot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

15. OUTDOOR STORAGE

No boat, unlicensed vehicle, inoperable vehicle, recreational vehicle, vehicle licensed as a commercial truck, or trailer of any kind may be parked or stored on any lot outside of a building for any time period in excess of 24 hours in any calendar week, except for trucks and/or trailers used during construction or remodeling periods. The term "recreational vehicle" shall mean any vehicle used primarily for pleasure or recreation, and shall include, but not be limited to: snowmobiles, trail bikes, travel trailers and campers, motor homes, and off road vehicles of any kind.

16. UTILITY RESTRICTIONS

All lots shall be provided with electric, natural gas, and telephone service by means of underground installation only. No residence or other building or structure on any lot shall be serviced by the use of any secondary overhead service wires. All costs and expenses involved in installing underground utility service connections on any lot between the utility companies' secondary pedestals and the buildings on any lots shall be paid by the owner of said lot.

17. ANIMALS AND LIVESTOCK AND POULTRY

No animals, livestock or poultry shall be raised, bred or kept on any lot, except that dogs, cats and/or other customary household pets shall be permitted provided they are not raised, bred and/or kept for commercial purposes.

18. SIGNS

No sign of any kind shall be displayed to the public view on any lot except one sign not more than two square feet in size identifying the property of the owner, one sign not more than six square feet in size advertising the property for sale or rent, a sign used by a builder to advertise a residence for sale, or as a model home, but only during the construction and sales period, such signs as may be used by the Developer in conjunction with initial lot sales in the subdivision, or one or more subdivision entrance signs erected by the Developer and/or by the Association. A larger model home sign, not to exceed 12 square feet may be allowed with Architectural Control Committee approval.

19. LAWN AND YARD

In addition to the normal maintenance and mowing of lawn areas on a lot, the owner of each lot shall also maintain the lawn and yard area in front of the lot from the property line (front lot line) to the back of the curb and gutter section or shoulder of the public roadway. In addition to mowing the area between the lot line and the road, the lot owner shall keep this area free of debris and in all other ways properly maintained. Notwithstanding the foregoing, the Association, in its sole discretion, shall have the right, but not the responsibility, to undertake mowing and/or other lawn maintenance within the common areas, as created by this Declaration, together with the area between the front lot line and the road, throughout the subdivision, and to charge the cost thereof as a common expense.

20. ANTENNAE

No exterior antennae, other than one dish type antenna not exceeding thirty (30) inches in diameter, shall be allowed on any lot.

With respect to dish antennas not exceeding thirty (30) inches in diameter, they shall not be attached to the front of any house, nor shall same be located in the front yard of the residence.

21. FENCES

It is the intention to preserve the open natural feeling of Swan View Farms Subdivision's environment. Therefore, no barrier fences or containment fences may be erected on or adjacent to any lot line. With regard to swimming pools, only fencing required to meet governmental regulations will be permitted.

22. MAILBOX

Per the direction of the Postmaster and the City of Pewaukee all mailboxes will be clustered in one central location. Purchasers of lots from the Developer shall reimburse the Developer for costs to supply & install the cluster mailbox. The Owner's Association shall have the right to assume all or part of the responsibility for maintaining, repairing and/or replacing mailboxes and to charge the cost thereof as a common expense. To the extent not assumed by the Association, the lot owner shall be responsible for maintaining the mailbox in a first class condition at all times.

23. ELECTRIC LAMPPOST

At the time of construction of a residence, the owner of residence shall install, at the owner's expense, one (1) outdoor electric lamppost (the design and quality of which shall be specified by Declarant), with an unswitched photoelectric cell, at a location on the lot deemed appropriate to the subdivision, at the Declarant's discretion. Purchaser of lots from Developer shall reimburse Developer at time of closing for such lamppost. The lamppost shall be maintained by the owner, at the owner's expense, in a proper operating manner. If the owner fails to maintain the lamppost in proper operating order, maintenance of the lamppost may, fifteen (15) days after date of mailing of written notice to the owner, be performed by the Declarant and/or the Association, and the cost of such maintenance shall be a Special Assessment against the owner.

24. ASPHALT PATHS

Certain Outlots within Swan View Farms Subdivision have or will have asphalt paths. Owners Association will be responsible for the care and maintenance of all paths. This will not necessarily include snow and ice removal.

25. EASEMENTS

The Developer at its sole discretion may grant easements to the public utilities that will service the lots at Swan View Farms Subdivision.

26. SWIMMING POOLS AND HOT TUBS

In-ground swimming pools shall be permitted, subject to the approval of the Architectural Control Committee, if they meet City and County ordinances and specifications. Above ground swimming pools are prohibited. Hot tubs and spas are permitted only if they are permanent. Architectural Control Committee approval is required for all units. If placed on a concrete slab, the slab requires approval as well. Portable units are not allowed.

27. GOVERNMENT RESTRICTIONS

The Developer, its successors and assigns, and all parties hereafter having an interest in the property, are subject to all rules, codes, regulations and ordinances of the City of Pewaukee, Waukesha County, the State of Wisconsin and the Federal Government, and the same may be more restrictive than these restrictions. In the event there is a conflict between the requirements of these restrictions and any provision of any City, County, State or Federal law or regulation, the more restrictive provisions shall apply. Nothing herein authorizes any modification of, nor does it authorize the Architectural Control Committee to modify in any way, the rules, codes, regulations and ordinances of the City of Pewaukee, Waukesha County, the State of Wisconsin and the Federal Government. No release or waiver by the public body and/or public utility requiring same shall be effective unless it is in writing and approved by the governing body.

To the extent that any specific restriction contained herein is the same as, or is substantially similar to, any specific restriction set forth in or on the subdivision plat, the Developer's Agreement, and/or any approval obtained in conjunction with the development of this subdivision, the inclusion of such restriction herein shall be deemed to constitute the recitation of the restriction required by the public body and/or public utility requiring same, such that same may be enforced, released or waived by the public body and/or public utility having the right of enforcement, in accordance with Sec. 236.293, Wis. Stats., whether or not enforcement rights with respect to such specific restriction are also granted herein to the Owner's Association and/or any other lot owner. The foregoing shall apply only with respect to specific provisions hereof which were specifically required by a public body, and shall not apply to any general requirement that the Developer establish subdivision restrictions, any general approval of these restrictions by any public body, and/or the mere fact that a public body and/or public utility is granted any enforcement rights herein.

28. SUBDIVIDER'S AGREEMENT

A Subdivider's Agreement (Developer Agreement) has been entered into by and between the Developer and the City of Pewaukee, a copy of which is on file in the office of the City Clerk of the City of Pewaukee.

29. AMENDMENTS TO DECLARATION

This Declaration may be annulled, waived, changed, modified or amended solely by the Developer or assigns as long as the Developer or assigns owns any lot in the subdivision. Then thereafter, any modification to this declaration setting forth said change, must be executed by the owners of at least sixty percent (60%) of the lots in the subdivision. Notwithstanding the foregoing, annulments, waivers, changes, modifications or amendments, are an amendment to the Swan View Farms Rs-4 zoning and must be approved by the City of Pewaukee or if so delegated by the City, the appropriate City personnel or committee. Further, no amendment shall become

effective unless and until same is duly recorded in the office of the Register of Deeds for Waukesha County, Wisconsin. In the event there is more than one (1) owner of any lot in the subdivision, the execution of any amendment by any one (1) or more of said owners of such lot shall be deemed sufficient for the purpose of approving and executing any amendment, without the requirement that the other owner(s) of such lot join in the execution of such amendment, unless such other owner or owners of said lot have recorded in the Office of the Register of Deeds for Waukesha County, Wisconsin, prior to the date of execution of such amendment by any other owner of such lot, a notice setting forth the fact that approval of any amendment on behalf of such lot shall not be effective without the approval of the owner filing such notice. In no event shall this section be construed so as to require the Developer to obtain the approval of any lot owner to make any amendment to this Declaration, which is expressly permitted by any provision of this Declaration to be made by Developer alone.

30. ASSIGNMENT

All Developer's rights pursuant to this Declaration may be assigned by Developer to one or more successor developers.

31. ENFORCEMENT

The restrictions and covenants herein contained may be enforced by the Developer, by the Owner's Association created pursuant to the provisions of this Declaration of Restrictions, and/or by any lot owner in the subdivision, by proceedings at law or in equity against any person or persons violating or attempting to violate same. The proceedings may seek to recover damages and/or demand compliance. No enforcement action by the Developer, by the Owner's Association created pursuant to the provisions of this Declaration of Restrictions, and/or by any lot owner in the subdivision with respect to the construction, placement or alteration of any structure or improvement on any lot shall be commenced more than one (1) year after the completion of the construction, placement or alteration of such structure or improvement. Nothing herein contained shall be construed so as to require that the Developer or the Owner's Association undertake any enforcement action.

32. TERM

These restrictions shall run with the land and shall be binding upon all parties and persons having any interest in the land affected hereby for an initial period of forty (40) years from the date this Declaration of Restrictions is recorded, and thereafter shall continue for the full duration of the statutory limitation period for actions to enforce easements or covenants restricting the use of real estate (currently codified at Section 893.33 (6), Stats, but including any future amendments, modifications or re-numbering of that section).

33. SEVERABILITY

Invalidity of any provision of this Declaration, regardless of how determined, shall in no way affect any of the other provisions, which shall remain in full force and effect.

34. OWNER'S ASSOCIATION

An Owner's Association shall be created by the Developer for the purpose of managing the affairs of the subdivision, and for the purpose of managing, controlling and maintaining

common areas, common improvements and common easements. Said Association shall be established as follows:

A. The Association shall be established as either a non-profit corporation or a non-profit association. Each lot owner shall be a member of the Association, and each lot shall be entitled to one (1) vote at meetings of the Association. Membership shall pass with title to each lot.

B. The Association shall be governed by a Board of Directors, consisting of not less than three (3) directors, who shall act by majority vote of these directors on all matters related to common area maintenance, collections, annual dues, billing, etc. The Board of Directors may take a full subdivision vote on any item they feel is needed at their discretion. So long as any lot in the subdivision is owned by Developer, Developer shall be entitled to appoint a sufficient number of the directors such that the directors appointed by Developer constitute a majority.

C. Each lot in the subdivision shall be subject to assessment by the Association for an equal share of the Association's existing or anticipated expenses, which assessments shall constitute a lien on the lot, and, except as set forth below with respect to Waukesha County and/or the City of Pewaukee, the personal obligation of the lot owners, until paid. In the event Waukesha County and/or the City of Pewaukee become the owners of any lot through the tax delinquency process, the foregoing provision shall not be deemed to supersede any law limiting or eliminating the liability of the County or the City with respect to fees or assessments imposed by this Declaration. Further, in the event Waukesha County and/or the City of Pewaukee become the owners of any lot through the tax delinquency process, neither the County nor the City shall have any personal obligation for the payment of Association assessments.

D. "Special Assessments" may be made and levied by the Association against a particular Lot owner and his, her or their lot (without levying against other lots) for:

costs and expenses (anticipated or incurred) for repair of damage to common areas caused by or at the direction of the Lot owner or the family or guests of the Lot owner;

costs, expenses and actual attorneys fees incurred in, or in anticipation of, any suit, action or proceeding to enforce this Declaration against the Lot owner; interest due on general or special assessments;

all other costs and expenses anticipated or incurred by the Association which are subject to special assessments as provided under this Declaration; and costs, expenses and actual attorney's fees incurred in or in anticipation of, any suit, action or proceeding brought against the Owner's Association.

E. "General Assessments" may be made and levied by the Association equally against each Lot owner and his, her or their lot for the following "common expenses" which may be anticipated, incurred or paid by the Association for:

maintenance, repairs, upkeep or operation of common areas and any additional common areas that may be acquired by the Association;

any insurance maintained by the Association;

taxes, assessments and charges of any kind made or levied by any governmental authority against the Association or upon any property of the Association;

all costs and expenses for the operation and administration of the Association, including legal, accounting, management fees, bonding, insurance and other costs incident to the exercise of any of its powers or obligations;

costs and expenses for additional improvements to common areas beyond those installed by Developer and approved by the Association;

all items subject to special assessment which have not been collected from a Lot owner at the time such payments are due; provided that upon collection of the special assessment from that Lot owner, all other Lot owners shall receive an appropriate adjustment, reimbursement or credit on future general assessments, as the Committee may determine, for payments made under this paragraph;

all damages, costs, expenses and attorneys fees incurred in, or in anticipation of, any suit or proceedings (whether administrative, legislative, judicial) which are not otherwise collected by special assessment;

costs and expenses of service, if any, made available to all lots and/or for any common area;

all other costs and expenses declared to be common expenses under this Declaration.

The general assessments for all common expenses shall be levied equally against each lot.

Each Lot owner shall promptly pay, when due, all general and special assessments levied by the Association against such owner and his, her or their lot, together with all costs, expenses and reasonable attorney fees incurred by the Association in collection of any delinquent assessment(s). All assessments shall become due as the Association may determine appropriate (in a lump sum or in installments with or without interest.) Time is of the essence with respect to all payments.

All co-owners of a lot shall be jointly and severally liable for all general and special assessments levied against the lot, regardless of the type of tenancy, estate or interest in the lot (whether as joint tenants, tenants-in-common, land contract purchaser(s) or seller(s), or otherwise.)

All general and special assessments which are not paid when due: shall bear a \$25 per month penalty plus interest at eighteen percent (18%) per annum until the assessment is paid in full; shall constitute a lien on the lot; and shall be

collectible and enforceable by the Association by suit against the lot owner, by foreclosure or the lien, and/or in any other manner or method provided under this Declaration or laws of the State of Wisconsin.

The lien granted hereunder shall also cover and include all interest accruing on the delinquent assessments, plus costs, expenses and attorney's fees for collection.

The Association shall have the exclusive right and power to collect or enforce collection of all general and special assessments levied by the Association. They shall further have the exclusive right to bring any and all actions and proceedings for the collection thereof and/or the enforcement of liens arising therefrom. The Association may bring an action at law against any Lot owner personally to collect such assessments and/or to foreclose the lien for such assessments against the lot (in the same manner and method as an action to foreclose a real estate mortgage.) The Association shall have the right at any time to notify all lot owners within the subdivision of the delinquency of any Lot owners.

F. The Articles and By-Laws of the Association shall contain such additional provisions, as Developer may deem appropriate at the time of establishment of the Association.

G. In the event any further division of any lot (whether by Subdivision Plat, Certified Survey Map, and/or other legal land division) creates additional residential lots within the subdivision, each lot so created shall have equal membership and voting rights in the Association, and be subject to assessment for an equal share of the Association's existing and anticipated expenses, with all other lots in the Subdivision.

35. OUTLOTS

The Swan View Farms Subdivision Plat Contains common areas designated as outlots 1, 2, 3, 6, 7, & 8. Each lot in Swan View Farms shall be deemed to include an equal undivided ownership interest in the outlots above and each conveyance of a lot in Swan View Farms shall be deemed to include the conveyance of such undivided interest, whether or not specifically set forth in the instrument of conveyance. Ownership of outlets #4 & #5 will be retained by the developer to allow for the expansion of additional single family lots if and when they are no longer designated as wetlands. Up until and if this happens, the Association will maintain the outlets as part of their responsibility and pay any property taxes and at their cost. As set forth on the Plat for Swan View Farms, the Developer has granted easements to the public for the use of the paths within the outlots. Developer further expressly retains the right to grant additional easements for the use of said outlots. The Developer may add additional lands and outlots to the Association at a later date.

36. MAINTENANCE OF DRAINAGE EASEMENTS, PONDS, COMMON AREAS, SUBDIVISION SIGNAGE AND MONUMENTS AND STREET LIGHTS

The Owner's Association has the responsibility to properly landscape and maintain all common areas, street islands, trails and subdivision entrance signage within the subdivision, all portions of any entrance signs, entrance monuments, fencing and the landscaping associated with same which are located in whole or in part within any City of Pewaukee right-of-way, and all non-standard

street signs and streetlights. Said maintenance includes repair or replacement resulting from damage caused by any reason including snowplowing operations. Further, the Association without regard to reason, shall indemnify and hold the City harmless for any claim of liability or damage, regarding the signs, monuments, fencing or associated landscaping located within City right-of-ways. Subject to the provisions of Paragraph 37, the Owner's Association further has the responsibility of properly maintaining all drainage easement areas located within the individual lots which are subject to this Declaration of Restrictions and the ponds and all drainage easement areas within common areas. Maintenance of the ponds shall include, but not necessarily be limited to, preservation of the embankments; prevention of erosion above the ponds, around the ponds and downstream therefrom; and dredging if and when necessary. In the event the Owner's Association does not properly landscape, repair and/or maintain common areas, street islands, ponds and subdivision entrance signage within the subdivision and/or drainage easement areas on individual lots and/or within common areas, and/or entrance signs, entrance monuments, fencing and the landscaping associated with same which are located in whole or in part within any City of Pewaukee right-of-way, and/or non standard street signs and streetlights, the City of Pewaukee may send written notice to the Association setting forth which of said items the City of Pewaukee has determined are not properly landscaped, repaired and/or maintained, and stating that the City of Pewaukee may perform such landscaping repair and/or maintenance if not properly done by the Association. The above-referenced notice shall give the Association a minimum of fifteen (15) days to correct the problem, unless the City determines, in its discretion, that a shorter notice period is appropriate due to a hazardous condition requiring more immediate action. If at any time, the City of Pewaukee should determine, for any reason whatsoever, that the entrance signs, entrance monuments, fencing and/or associated landscaping within a right-of-way should be removed, the City of Pewaukee may send written notice to the Association setting forth which of said items the City of Pewaukee has determined must be removed, and stating that the City of Pewaukee may perform such removal if not properly done by the Association. The above-referenced removal notice shall give the Association a minimum of sixty (60) days to perform such removal. If such landscaping, repair, maintenance and/or removal is not performed within the time granted by either of the above-referenced notices, and/or if the City determines, in its discretion, that immediate action, without notice, is required due to an imminent threat of damage to persons or property, the City of Pewaukee shall then have the authority, but not the obligation, to undertake such landscaping, repair, maintenance and/or removal and shall have the right to charge the lot owners on a pro rata basis for any costs incurred by the City as a result of said landscaping, repair, maintenance and/or removal. Said costs shall be assessed as special charges pursuant to section 66.0627, Wis. Stats. If such charges are not paid by any lot owner within the period fixed by the City of Pewaukee, such charges shall become a lien upon the tax rolls as a delinquent tax against the lot owner's lot as provided in Section 66.0627, Wis. Stats.

37. DAY-TO-DAY MAINTENANCE OF DRAINAGE EASEMENT AREAS

The day-to-day maintenance of any drainage easement area located on an individual lot shall be the responsibility of the owners of such lot. Day to day maintenance includes such items as cutting grass, raking leaves, removing fallen trees and branches, and removing other minor obstructions. This paragraph shall not limit the City's authority of enforcement against the Association, as described in Section 36, above.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this ____ day of _____, 2020.

BWC Investments, LLC, Developer

By: _____
Carl P. Tomich, Member

ACKNOWLEDGMENT

STATE OF WISCONSIN)
)SS.
WAUKESHA COUNTY)

Personally came before me this ____ day of _____, 2020, the above-named Carl P. Tomich, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Kari L. Stahl, Notary Public, Waukesha County, WI
My commission expires February 21, 2024

Drafted by:
BWC Investments, LLC
N8 W22520 – L, Johnson Drive
Waukesha, WI 53186

EXHIBIT E FINAL PLAT FOR SWAN VIEW FARMS

(Below is a reduced size version of the cover page of the Phase 1 final plat)
(Full documents are available at the City Clerk's Office and the Developer's office)

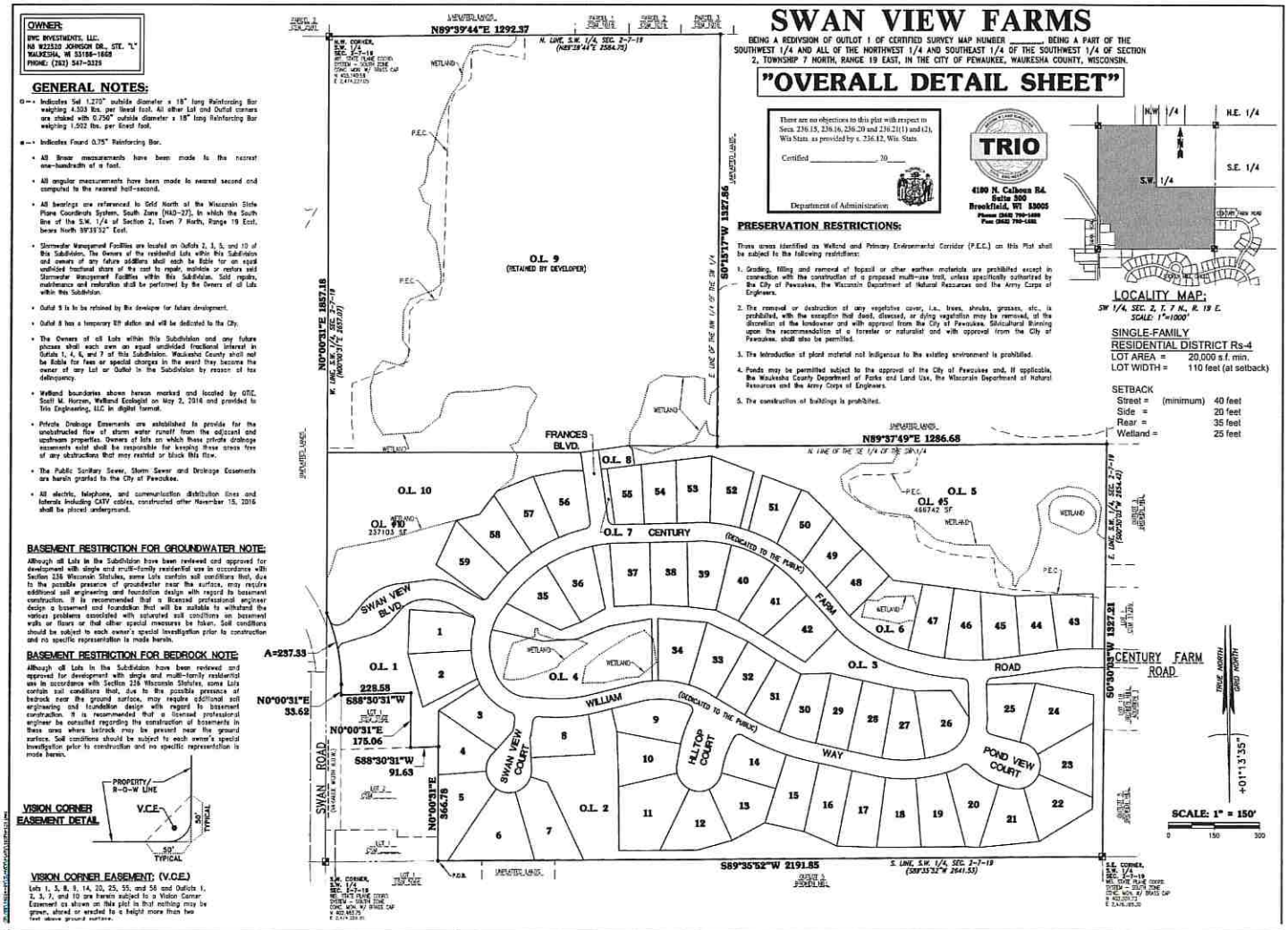
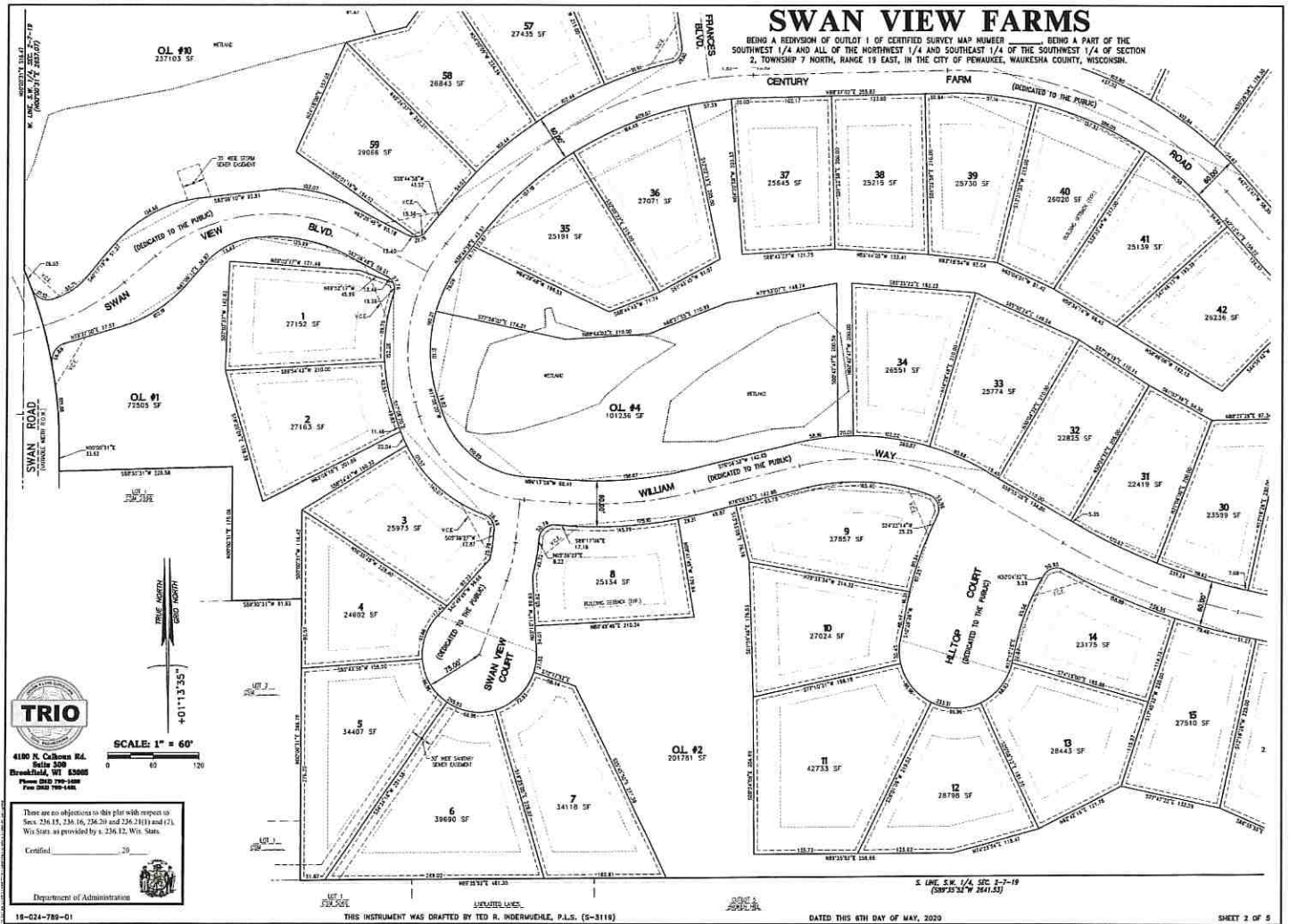


EXHIBIT E (continued) FINAL PLAT FOR SWAN VIEW FARMS

(Below is a reduced size version of page 2 of the Phase 1 final plat)
(Full documents are available at the City Clerk's Office and the Developer's office)



(Below is a reduced size version of page 3 of the Phase 1 final plat)
(Full documents are available at the City Clerk's Office and the Developer's office)

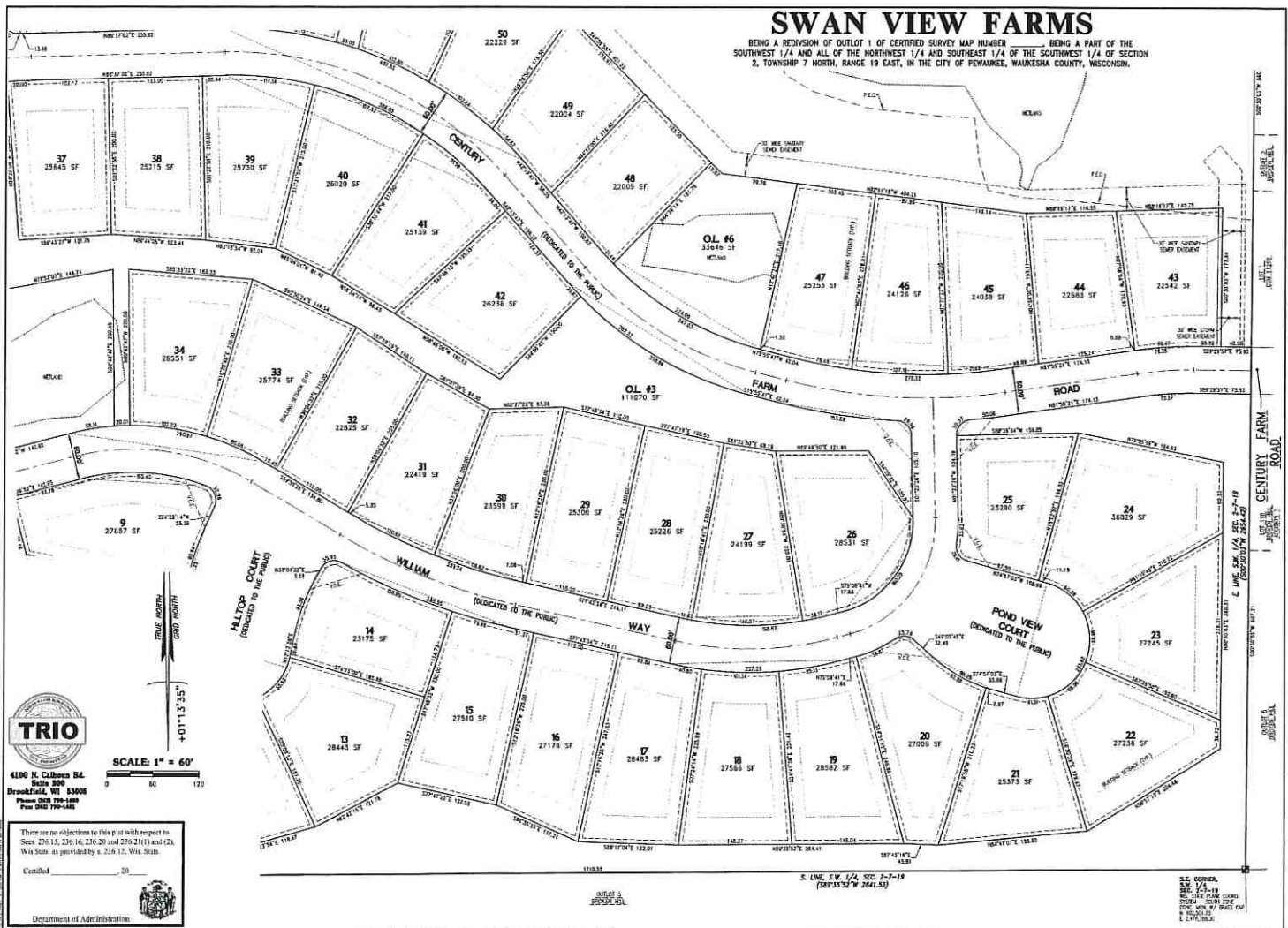


EXHIBIT E (continued) FINAL PLAT FOR SWAN VIEW FARMS

(Below is a reduced size version of page 4 of the Phase 1 final plat)
(Full documents are available at the City Clerk's Office and the Developer's office)

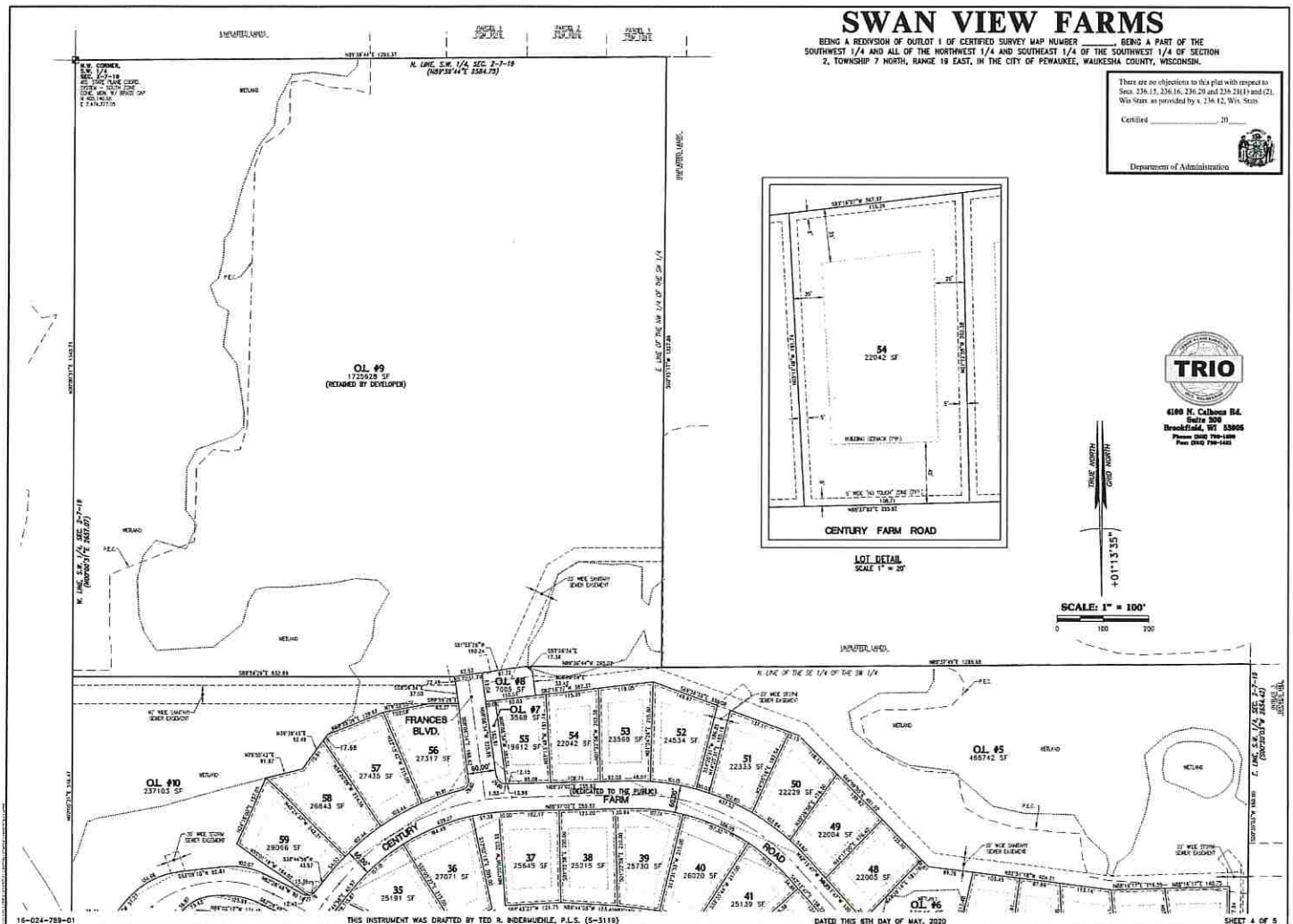


EXHIBIT E (continued)
FINAL PLAT
FOR
SWAN VIEW FARMS

(Below is a reduced size version of page 5 of the Phase 1 final plat)
(Full documents are available at the City Clerk's Office and the Developer's office)

SWAN VIEW FARMS

BEING A REDIVISION OF OUTLOT 1 OF CERTIFIED SURVEY MAP NUMBER _____, BEING A PART OF THE
SOUTHWEST 1/4 AND ALL OF THE SOUTHWEST 1/4 AND SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION
2, TOWNSHIP 7 NORTH, RANGE 18 EAST, IN THE CITY OF PEWAUKEE, WAUKESHA COUNTY, WISCONSIN.

SURVEYOR'S CERTIFICATE:

STATE OF WISCONSIN)
COUNTY OF WAUKESHA) SS

I, Ted R. Indermuehle, Professional Land Surveyor, do hereby certify:

That I have surveyed, divided and mapped lands being a redivision of Outlot 1 of Certified Survey Map Number _____, being a part of the Southwest 1/4 and all of the Southwest 1/4 and Southeast 1/4 of the Southwest 1/4 of Section 2, Township 7 North, Range 18 East, in the City of Pewaukee, Waukesha County, Wisconsin.

Said land contains 4,529.295 Square Feet (or 113,161.9 Acres) of land, more or less.

That I have made such survey, land division, dedication and map by the direction of BNC INVESTMENTS LLC, owner of said lands.

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

That I have fully complied with the provisions of Chapter 256 of the Wisconsin Statutes and the Subdivision Regulations of the City of Pewaukee, Waukesha County, Wisconsin in surveying, dividing and mapping the same.

Dated this 28th Day of May, 2020.

Ted R. Indermuehle, P.L.S.
Professional Land Surveyor, 5-3119
TRIO ENGINEERING, LLC
4100 N. Calhoun Road, Suite 300
Brookfield, WI 53005
Phone: (262)790-1480 Fax: (262)790-1481

UTILITY EASEMENT PROVISIONS:

As easement for electric, natural gas, and communications service is hereby granted by

BNC INVESTMENTS LLC, Owner, to

WISCONSIN ELECTRIC POWER COMPANY and WISCONSIN GAS, LLC, Wisconsin corporations doing business as WE Energies, and WISCONSIN BELL, INC. doing business as AT&T WISCONSIN, a Wisconsin corporation, and SPECTRUM MO-BANDCA, LLC, Owner, AND

their respective successors and assigns, to construct, build, operate, repair, maintain and replace from time to time, facilities used in connection with overhead and underground transmission and distribution of electricity and electric energy, natural gas, telephones and cable TV facilities for such purposes on the same or any part thereof to be used, all in, over, under, across, along and upon the property shown within the lines marked "Utility Easement Areas" and the property designated on the plat for streets and alleys, whether public or private, together with the right to install service connection signs, cross wires and beneath the surface of such lot to make improvements, repairs, or on adjacent lots, the right to enter or not down there, trench and make as may be reasonably required incident to the rights herein given, and the right to enter upon the subdivided property for all such purposes. The Grantee agrees to replace or cause to have replaced, the property, as nearly as is reasonably possible, in the condition existing prior to such entry by the Grantor or their agents. This restriction, however, does not apply to the initial installation of said underground and/or above ground electric facilities, natural gas facilities, or telephones and cable TV facilities or to any lines, trench or roads which may be removed at any time pursuant to the rights herein granted. Structures shall not be placed over Grantee's facilities or in, upon or over the property within the lines marked "Utility Easement Areas" without the prior written consent of Grantee. After installation of any such facilities, the grade of the subdivided property shall not be altered by more than four inches without written consent of Grantee.

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

CITY TREASURER CERTIFICATE:

STATE OF WISCONSIN)
COUNTY OF WAUKESHA) SS

I, Kelly Torczewski, being duly elected, qualified and acting City Treasurer of the City of Pewaukee, do hereby certify that in accordance with the records in my office, there are no unpaid taxes or special assessments as of this _____ Day of _____, 20 _____, on any of the land included in the Plat of "SWAN VIEW FARMS".

Dated this _____ Day of _____, 20 _____.

Kelly Torczewski, City Treasurer

COUNTY TREASURER CERTIFICATE:

STATE OF WISCONSIN)
COUNTY OF WAUKESHA) SS

I, Pamela F. Reams, being duly elected, qualified and acting Treasurer of the County of Waukesha, do hereby certify that the records in my office show no unredeemed tax sales and no unpaid taxes or special assessments as of this _____ Day of _____, 20 _____, on any of the land included in the Plat of "SWAN VIEW FARMS".

Dated this _____ Day of _____, 20 _____.

Pamela F. Reams, County Treasurer

COMMON COUNCIL APPROVAL:

Resolved that this Plat known as "SWAN VIEW FARMS", in the City of Pewaukee, Waukesha County, Wisconsin, which has been filed for approval, be and hereby is approved as required by Chapter 218 of the Wisconsin Statutes.

I hereby certify that the foregoing is a true and correct copy of a resolution adopted by the Common Council of the City of Pewaukee on the _____ Day of _____, 20 _____.

Attest: _____ Scott Klein, Mayor

Kelly Torczewski, City Clerk

CONSENT OF CORPORATE MORTGAGEE:

TOWN BANK, a corporation duly organized and existing by virtue of the laws of the State of Wisconsin, Mortgagee of the above described land, does hereby consent to the surveying, dividing, mapping, and dedicating of the land described on this Plat, and does hereby consent to the above certificate of BNC INVESTMENTS LLC, owner, this _____ Day of _____, 20 _____.

TOWN BANK

William Stone, Senior Vice President

STATE OF WISCONSIN)
COUNTY OF _____) SS

Personally come before me this _____ day of _____, 20 _____, the above named William Stone, of the above named corporation, to me known to be the person who executed the foregoing instrument, and to me known to be such _____ of said corporation, and acknowledged that he executed the foregoing instrument as such officer on the deed of said corporation, by its authority.

Filed Name: _____
Public, Waukesha County, WI
My Commission Expires: _____

CORPORATE OWNER'S CERTIFICATE OF DEDICATION:

BNC INVESTMENTS LLC, a Wisconsin Limited Liability Company duly organized and existing under and by virtue of the laws of the State of Wisconsin, as owner, certifies that said Limited Liability Company has caused the land described on this plat to be surveyed, divided, mapped and dedicated as represented on this plat. I also certify that this plat is required by S.226.10 or S.226.12 to be submitted to the following for approval or objection.

APPROVING AGENCIES:

1. City of Pewaukee

2. Waukesha County, Department of Parks and Land Use

Witness the hand and seal of said Owner this _____ day of _____, 20 _____.

BNC INVESTMENTS LLC

Carl Torczewski, President of
BNC INVESTMENTS LLC, Its Sole Member

STATE OF WISCONSIN)
COUNTY OF WAUKESHA) SS

Personally come before me this _____ day of _____, 20 _____, the above named Carl Torczewski, President of BNC INVESTMENTS LLC, Its Sole Member of the above named Limited Liability Company, to me known to be the person who executed the foregoing instrument, and to me known to be such President of said Limited Liability Company, and acknowledged that he executed the foregoing instrument as such officer on the deed of said Limited Liability Company, by its authority.

Filed Name: _____
Public, Waukesha County, WI
My Commission Expires: _____



4100 N. Calhoun Rd.
Suite 300
Brookfield, WI 53008
Phone: (262) 790-1480
Fax: (262) 790-1481

There are no objections to this plat with respect to
Secs. 226.15, 226.16, 226.20 and 226.21(1) and (2),
Wis. Stats. as provided by s. 226.12, Wis. Stats.

Certified _____, 20 _____



Department of Administration



TO: CARL TOMICH - WESTRIDGE BUILDERS
 FROM: MIKE DRETZKA
 RE: SWAN VIEW FARMS PH. 1 - REVISED COST DISTRIBUTION

EXHIBIT F

14-May-20

Item #	Description	Quantity	Units	Unit Price	Ext. Price
DEEP SANITARY FOR FUTURE					
1	ROCK REMOVAL	1.00	L.S.	\$21,000.00	\$21,000.00
2	8" PVC C900 SANITARY > 15' - GRAVEL BF	176.00	L.F.	\$220.00	\$38,720.00
3	DEEP MANHOLE	1.00	EACH	\$7,900.00	\$7,900.00
4	30' DEEP LIFT STATION ADDITIONAL COST	1.00	L.S.	\$15,400.00	\$15,400.00
TOTAL SANITARY:					\$83,020.00
ORIGINAL SANITARY DEPTH					
1	8" PVC SDR35 MAIN - GRAVEL BF	176.00	L.F.	\$90.00	\$15,840.00
2	MANHOLE	1.00	EACH	\$3,125.00	\$3,125.00
TOTAL SANITARY:					\$18,965.00
CITY COST VARIANCE:					\$64,055.00

UPI, LLC. IS A CERTIFIED MBE/DBE MINORITY BUSINESS

PRICE DOES NOT INCLUDE BOND FEES

QUANTITIES LISTED ARE "PROPOSED" QUANTITIES, U.P.I. WILL BE PAID ON A PER UNIT INSTALLED BASIS.

ALL TRENCH SPOIL MATERIAL IS TO BE LEFT CAST ON SITE

ENGINEERING, SURVEY, PERMITS & INSPECTION FOR THE ABOVE LISTED ITEMS IS NOT INCLUDED.

LANDSCAPE OR PAVEMENT RESTORATION IS NOT INCLUDED EXCEPT WHERE NOTED

ROCK EXCAVATION (IF REQUIRED) WILL BE AT \$260.00 PER C.Y.

HEAVY OR FORMAL DEWATERING (IF REQUIRED) WILL BE CHARGED ON A TIME AND MATERIAL BASIS.

PAYMENT TO BE RECEIVED WITHIN 30 DAYS OF MONTHLY INVOICE.

1 1/2% INTEREST CHARGED ON ALL PAST DUE BALANCES

AGREED & ACCEPTED BY: _____

DATE: _____

DEVELOPER'S AGREEMENT
FOR
SWAN VIEW FARMS SUBDIVISION PHASE ~~II~~ DEVELOPMENT
CITY OF PEWAUKEE, WAUKESHA COUNTY, WISCONSIN

THIS AGREEMENT made this _____ day of _____, 2020, between BWC Investments, LLC, a Limited Liability Company, N8W22520-L Johnson Drive Waukesha WI 53186, hereinafter called "DEVELOPER", and the CITY of PEWAUKEE in the County of Waukesha and the State of Wisconsin, hereinafter called the "CITY".

WITNESSETH:

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

WHEREAS, the DEVELOPER desires to divide and develop SUBJECT LANDS for residential purposes by use of the standard regulations as set forth in Chapter 236 of the Wisconsin Statutes and Chapter 18 of the City of Pewaukee Municipal Code regulating land division and development; and

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

WHEREAS, said SUBJECT LANDS are presently zoned RS-4, which allows the above-described development; and

WHEREAS, the DEVELOPER may be required to grant additional outlots, right of way, or easements over a part of the SUBJECT LANDS for sanitary sewer, storm sewer and water; and

WHEREAS, the DEVELOPER and CITY desire to enter into this agreement in order to ensure that the DEVELOPER will make and install all public improvements which are reasonably necessary and further that the DEVELOPER shall dedicate the public improvements to the CITY, provided that said public improvements are constructed to City specifications, ordinances, standards, and this agreement and as required by the CITY Engineer, without cost to the CITY; and

WHEREAS, this agreement is necessary to implement the CITY zoning and land division ordinances; and

WHEREAS, the DEVELOPER agrees to develop SUBJECT LANDS as herein described in accordance with this agreement, conditions previously approved by the CITY Plan Commission and Governing Body of the CITY, conditions of all applicable governmental agencies, all CITY ordinances and all laws and regulations governing said development; and

WHEREAS, the CITY Plan Commission has given conditional Preliminary Plat approval to the development, as shown on the document marked "Preliminary Plat" on file in the CITY

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

WHEREAS, the DEVELOPER is now seeking from the CITY Plan Commission and CITY Common council final plat approval for the development.

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

DEVELOPER'S COVENANTS

SECTION I. IMPROVEMENTS

A. **PUBLIC STREETS:** The DEVELOPER hereby agrees that:

1. Prior to the start of construction of improvements, the DEVELOPER shall provide to the CITY written certification from the DEVELOPER'S Engineer or Surveyor that all public street plans are in conformance with all Federal, State, County and CITY specifications, regulations and ordinances, and written proof from the CITY Engineer evidencing review and approval of said plans.
2. The DEVELOPER shall grade and install all planned public streets in accordance with the preliminary plat, approved development plan of said development or subdivision, or final plat as the case may be and the plans and specifications attached hereto as Exhibit B.
3. Construction of the public streets providing access to and fronting a specific lot will be completed, presented and accepted by the CITY Common council through the first lifts of asphalt before any building permits are issued for said lot.
4. The first lifts of the public streets will be completed and presented to the CITY Common council no later than November 16, 2020, or as extended by the CITY Common council.
5. The final lift of asphalt shall be placed on all public streets after at least one winter season, but not later than October 15th 2021, unless extended by the CITY Common council.
6. The DEVELOPER shall maintain public streets, including snowplowing, unless otherwise approved by the CITY Administrator, until accepted by resolution by the CITY Common council.
7. The DEVELOPER shall have ultimate responsibility for cleaning up any and all mud, dirt, stone or debris on the streets until such time as the final lift of asphalt has been installed by the DEVELOPER and accepted by the CITY Common council. The CITY shall make a reasonable effort to require the contractor, who is responsible for placing the mud, dirt, stone or debris on the street, to clean up the same or to hold the subject property owner who hired the contractor responsible. The DEVELOPER and/or subject property owner shall clean up the streets within twenty-four (24) hours after receiving a

notice from the CITY. If said mud, dirt, stone or debris are not cleaned up after notification, the CITY will do so at the DEVELOPER's and/or subject property owner's expense, at the option of the CITY.

8. The City has established a special assessment for roads in accordance with Resolution 18-09-18 in the amount of \$2,069.19 per unit which is payable upon recording of the subdivision plat.

B. SANITARY SEWER: The DEVELOPER hereby agrees:

1. Prior to the start of construction of improvements, DEVELOPER shall provide to the CITY written certification from the DEVELOPER's Engineer that the sanitary sewer plans are in conformance with all Federal, State and CITY specifications, regulations, ordinances and guidelines and written proof that the CITY Engineer has approved said plans.
2. To construct, furnish, install and provide a complete sewerage system for the SUBJECT LANDS and necessary improvements, all in accordance with the plans, specifications and drawings attached hereto as Exhibit B and all applicable Federal, State and CITY ordinances, specifications, regulations and guidelines for the construction of sewerage systems in the CITY and as approved by the CITY Engineer. All sanitary sewers shall be televised by the Developer immediately after installation and again no sooner than thirty (30) days prior to final lift of paving. All reports and a copy of the video tape shall be submitted to the City for review a minimum of ten (10) business days prior to paving.
3. To clean and televise the sanitary sewer system for the SUBJECT LANDS, repair any defects as determined by the CITY Engineer, supply the video to the CITY and clean all sewer lines prior to the issuance of building permits and acceptance of the improvements by the CITY.
4. That no building permits shall be issued until the sanitary sewer system for the SUBJECT LANDS has been dedicated to and accepted by the CITY.
5. A Reserve Capacity Assessment for Sewer in the amount of \$3,028 (2020 rate,) as adjusted annually, is payable for each Residential Equivalent Connection proposed in accordance with the rules and standards of the City prior to the issuance of a building permit for each lot.
6. An Interceptor Capacity Assessment for Sewer in the amount of \$5,081 (2020 rate), as adjusted annually, is payable for each Residential Equivalent Connection proposed in accordance with the rules and standards of the City prior to the issuance of a building permit for each lot.
7. Sanitary sewer record drawings (as-builts) will be prepared by the City and all costs associated with the record drawings shall be billed by the City and paid by the Developer.

C. OVERSIZING SANITARY SEWER

DEVELOPER shall assume the cost of installing all mains, laterals to the lot lines and system appurtenances within and outside of the SUBJECT LANDS except for the added cost of installing sanitary mains and facilities oversized and designed to serve outside of the SUBJECT LANDS, said oversizing costs detailed in Exhibit F attached. DEVELOPER shall

bear the expense of oversizing, and CITY shall reimburse DEVELOPER the costs of oversizing upon acceptance of dedication of the sanitary mains and facilities.

D. WATER: The DEVELOPER hereby agrees:

1. Prior to the start of construction of improvements, DEVELOPER shall provide to the CITY written certification from the DEVELOPER's Engineer that the water system plans are in conformance with all Federal, State and CITY specifications, regulations, ordinances and guidelines and written proof that the CITY Engineer has approved said plans.
2. To construct, furnish, install and provide a complete water system for the SUBJECT LANDS, all in accordance with the plans, specifications and drawings on file in the CITY Clerk's office and all applicable Federal, State and CITY ordinances, specifications, regulations and guidelines for the construction of water systems in the CITY and as approved by the CITY Engineer.
3. That no building permits shall be issued until the water system for the SUBJECT LANDS has been dedicated to and accepted by the CITY.
4. The City has established a Water Utility which will sell water and charge for same at a rate approved by the Public Service Commission to all homes in the SUBJECT LANDS on an individual basis. A Reserve Capacity Assessment for water in the amount of \$4,885 (2020 rate), as adjusted annually, is understood to be payable upon each Residential Equivalent Connection proposed in accordance with the rules and standards of the City prior to issuance of a building permit for each lot.
5. The City has established a special assessment for water main in accordance with Resolution 18-09-18 in the amount of \$3,933.12 per Residential Equivalent Connection (unit) which is payable upon connection, rezoning, subdivision, or time of sale.
6. The City has established a special assessment for water service lateral in accordance with Resolution 18-09-18 in the amount of \$3,981.15 per lateral which is payable upon connection, rezoning, subdivision, or time of sale. Only one (1) lateral was installed and will be due.
7. Water record drawings (as-builts) will be prepared by the City and all costs associated with the record drawings will be billed by the City and paid by the Developer.

D. SURFACE AND STORM WATER DRAINAGE: The DEVELOPER hereby agrees that:

1. Prior to the start of construction of surface and storm water facilities, the DEVELOPER shall provide to the CITY written certification from the DEVELOPER'S Engineer or Surveyor that all surface and storm water drainage facilities plans are in conformance with all Federal, State, County and CITY regulations, guidelines, specifications, laws and ordinances.
2. The DEVELOPER shall construct, install, furnish and provide adequate facilities for surface and storm water drainage throughout the development with adequate capacity to transmit the anticipated flow from the development and adjacent property, in accordance with this agreement, all approved plans, specifications, and all applicable Federal, State,

and CITY regulations, guidelines, specifications, laws and ordinances, and as reviewed and approved by the CITY Engineer and the plans have been attached hereto and marked Exhibits B and C. Storm water piping located within utility easements, outlots, and public road right-of-way within the Development will be dedicated to the City and accepted by the City. Maintenance of the infrastructure not dedicated to the City will be responsibility of the Developer or a subsequent owners. The specific maintenance and management practices of all of the storm water structures and facilities shall be set forth in the Storm Water Management Practices and Maintenance Agreement to be agreed upon by the Developer and City prior to the final development approval by the City.

3. The DEVELOPER agrees that the site grading and construction of surface and storm water drainage facilities shall be completed and accepted by the CITY before any building permits are issued.
4. The CITY Common council will not accept the surface and storm water drainage system until the entire system is installed and landscaped in accordance with plans and specifications to the satisfaction of the CITY Engineer.
5. The DEVELOPER shall clean and televise all storm sewers, if any, prior to issuance of building permits and acceptance of improvements by the CITY Common council.
6. The CITY retains the right to require DEVELOPER to install additional surface and storm water drainage measures if it is determined by the CITY Engineer that the original surface and storm water drainage plan as designed and/or constructed does not provide reasonable stormwater drainage within the development and surrounding area until such time the City accepts the improvements by resolution and the guarantee period has ended.
7. Public storm water record drawings (as-builts) will be prepared by the City and all costs associated with the record drawings shall be billed by the City and paid by the Developer. Private storm water grading, pond, and swale record drawings (as-builts) shall be prepared by the Developer and submitted to the City for approval.

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

1. Prior to commencing site grading and excavation associated with this agreement, the DEVELOPER shall provide to the CITY written certification from the DEVELOPER'S Engineer or Surveyor that said plan, once implemented, shall meet all Federal, State, and City regulations, guidelines, specifications, laws and ordinances, including proof of notification of land disturbances to the State of Wisconsin Department of Natural Resources and written proof that the CITY Engineer and the Army Corps of Engineers, if applicable, have approved said plans.
2. The DEVELOPER shall cause all grading, excavation, open cuts, side slopes and other land surface disturbances to be so seeded and mulched, sodded or otherwise protected that erosion, siltation, sedimentation and washing are prevented in accordance with the plans and specifications reviewed and approved by the CITY Engineer, Chapter 19 Ordinances, Department of Natural Resources and its Technical guidance, and Army Corps of Engineers, if applicable. Plans are attached hereto and marked Exhibit B.
3. All disturbed areas shall be restored to the satisfaction of the CITY Engineer in accordance with all applicable permits, approved plans, or as directed by any regulatory agency. Any cash or letter of credit held by the CITY will not be released until the CITY

Engineer is satisfied that no further erosion measures are required and in accordance with all applicable permits.

4. To maintain all roads free from mud and dirt from construction of the development. Developer agrees to, at no cost to the City, clean the construction debris from the roadways at least once per day or as directed by the City Engineer.
5. All construction access will be limited to the Swan Road construction access. No access for any reason will be provided from the existing adjacent subdivision (Broken Hill, specifically Century Farm Road) or any other entrance/access unless specifically approved by the City Engineer. In addition, due to weight restrictions on Swan Road pursuant to Ordinance 5.05(3)b, access to Swan Road must be from Pewaukee Road (STH 164) for all construction activities.

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

1. The DEVELOPER shall preserve to the maximum extent possible existing trees, shrubbery, vines, and grasses not actually lying on the public streets, drainage ways, building foundation sites, private driveways, paths and trails by use of sound conservation practices.
2. The DEVELOPER, as required by the CITY, shall remove and lawfully dispose of buildings, destroyed trees, brush, tree trunks, shrubs and other natural growth and all rubbish.
3. Landscaping and removal of unwanted items, including buildings or soil absorption waste disposal areas, will be completed and certified as complete by the CITY Engineer prior to the issuance of any building permits.
4. The DEVELOPER shall delineate all wetlands that are on or adjacent to private lots by means of cedar posts, as approved by the CITY staff prior to the issuance of building permits.
5. The CITY has the right to trim and remove any features which would interfere with safe operation and maintenance of the CITY right-of-ways, easements, outlots, and drainage ways now or in the future without reparations.

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

1. Street signs, traffic control signs, culverts, posts and guard rails as required by all applicable Federal, State, and CITY regulations, guidelines, specifications, laws, and ordinances shall be obtained and placed by the CITY, or by the DEVELOPER with approval of the CITY, and the cost thereof shall be paid by the DEVELOPER.
2. All traffic control signs and street signs, as required by the CITY will be installed within five (5) working days of the placement of the first lifts of asphalt.

H. STREET LIGHTS: The DEVELOPER hereby agrees to install a street lighting system in the development according to a plan prepared by the Wisconsin Electric Power Company and on file with the CITY Clerk and approved by the CITY prior to issuance of building permits unless waived by CITY Staff.

I. SIDEWALK OR TRAILS: The DEVELOPER hereby agrees to install sidewalks or trails in accordance with the approved plans and any Federal, State or City regulations now or in the future. All maintenance or improvements associated with the sidewalk or trails, crossings, signage will solely be the responsibility of the Developer or subsequent owners. If such maintenance is not completed and it is located within the public right-of-way or public easements, the City may complete this work and the Developer will be billed by the City and all bills will be paid by the Developer or subsequent owners. If payment is not received for the amount of said completion costs, the CITY shall be empowered, in addition to its other remedies, without notice or hearing, to impose a special charge upon each and every lot in the development payable with the next succeeding tax roll now or in the future.

J. ADDITIONAL IMPROVEMENTS:

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

SECTION II. TIME OF COMPLETION OF IMPROVEMENTS:

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

As noted in Section I, A (4), the first lift of asphalt of the public streets will completed and presented to the City no later than November 16, 2020, or no later than the Wednesday before Thanksgiving Day of the year the development starts construction, or as extended by the City.

As noted in Section I, A (5), the final lift of asphalt shall be placed on all public streets after at least one winter season, but no later than October 15th the year after the binder was placed unless extended by the City.

SECTION III. FINAL ACCEPTANCE.

Throughout this agreement, various stages of the development will require approval by the CITY. "Final Acceptance" as used herein, however, shall be the ultimate acceptance of all of the improvements in the completed development as a whole, and shall be granted specifically by separate resolution of the CITY Common council. It is understood that building permits may be issued by the City prior to the time of Final Acceptance of all of the improvements. The one-year correction period for this Agreement shall not commence to run until Final Acceptance by the City of all Improvements is granted. The issuance of building permits and approval of various items of development shall not commence the one-year guarantee period.

The Final Acceptance of all infrastructure and facilities shall occur on the date of the final lift of asphalt is installed and approved by the City. At that time, the public facilities and infrastructure

shall be ready for acceptance by the City and City shall adopt a final resolution accepting all of the facilities upon approval by the City Engineer.

SECTION IV. DEDICATION OF IMPROVEMENTS:

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

Dedication shall not constitute acceptance of any improvement by the CITY Common council. All improvements will be accepted by the CITY Common council by separate resolution at such time as such improvements are in acceptable form and according to the Plans and specifications approved by the CITY and at times as required by this Agreement. Said resolution shall be recorded, if needed, with the Waukesha County Register of Deeds. DEVELOPER will furnish proof to the CITY, prior to the dedication required, that the public land and improvements proposed for dedication are free of all liens, claims and encumbrances, including mortgages.

SECTION V. ACCEPTANCE OF WORK AND DEDICATION:

When the DEVELOPER shall have completed the improvements herein required and shall have dedicated the same to the CITY as set forth herein, the same shall be accepted by the CITY Common council if said improvements have been completed as required by this agreement and as may also be required by all Federal, State, or CITY guidelines, specifications, regulations, laws and ordinances and approved by the CITY Engineer.

Developer shall also be responsible for maintenance of all sanitary sewer, water main, storm sewers, storm water facilities, ditches, grading, landscaping, and other facilities until City accepts the final lift on the streets, at which time streets and all facilities shall then be accepted by the City and City maintenance shall then commence.

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

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

SECTION VII. GUARANTEES OF IMPROVEMENTS:

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

for any damages to CITY property and/or improvements resulting from such faulty materials or workmanship. This guarantee shall not be a bar to any action the CITY might have for negligent workmanship or materials. Wisconsin law on negligence shall govern such situations. If the DEVELOPER fails to cure or pay for any damages or defects to CITY property and/or improvements, and the CITY is required to draw against the cash or letter of credit on file with the CITY, the DEVELOPER is then required to replenish said monies up to the aggregate amount of one hundred percent (100%) of the total cost of all improvements.

- B. Obligation to Repair. The DEVELOPER shall make or cause to be made, at its own expense, any and all repairs which may become necessary under and by virtue of the DEVELOPER'S guarantee and shall leave the improvements in good and sound condition, satisfactory to the CITY Common council at the expiration of the guarantee period.
- C. Notice of Repair. If during said guarantee period, the improvements shall, in the reasonable opinion of the CITY Staff, require any repair or replacement which, in their judgment, is necessitated by reason of settlement of foundation, structure of backfill, or other defective materials or workmanship, the DEVELOPER shall, upon notification by the CITY the necessity for such repair or replacement, make such repair or replacement, at its own cost and expense. Should the DEVELOPER fail to make such repair or replacement within the time specified by the CITY in the aforementioned notification, after notice has been sent as provided herein, the CITY may cause such work to be done, but has no obligation to do so, either by contract or otherwise, and the CITY may draw upon such guarantee security to pay any costs or expenses incurred in connection with such repairs or replacements. Should the costs or expenses incurred by the CITY in repairing or replacing any portion of the improvements covered by this guarantee exceed the amount of the guarantee security, then the DEVELOPER shall immediately pay any excess cost or expense incurred in the correction process.
- D. Maintenance Prior to Acceptance.
1. All improvements shall be maintained by the DEVELOPER so they conform to the approved plans and specifications at the time of their Final Acceptance of the improvements by the CITY. This maintenance shall include routine maintenance, such as crack filling, roadway patching and the like. In cases where emergency maintenance is required, the CITY retains the right to complete the required emergency maintenance in a timely fashion and bill the DEVELOPER for all such associated costs, provided the City shall first make reasonable attempts to provide telephonic notice to Developer of the need for such emergency maintenance. Said bill shall be paid within 5 days by the DEVELOPER. The DEVELOPER'S obligation to maintain all improvements shall expire at the expiration of the guarantee period and any residual financial guarantee or cash deposit shall be returned to Developer.
 2. Street sweeping and dust suppression shall be done by the DEVELOPER upon a regular basis as needed to ensure a reasonably clean and safe roadway and air quality until Final Acceptance by the CITY. Should the DEVELOPER fail to meet this requirement, the CITY will cause the work to be done and will bill the DEVELOPER on a time and material basis. Said bill shall be paid within 5 days by the DEVELOPER.
 3. In the event drainage problems arise within the SUBJECT LANDS or related activities on the SUBJECT LANDS, the DEVELOPER shall correct such problems to the satisfaction of the CITY Staff. Such correction measures shall include, without limitation because of enumeration, cleaning of soil, loose aggregate and construction debris from

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

4. Snowplowing and ice control of the public streets shall be the responsibility of the Developer until such time as the final lift of asphalt is constructed and the City accepts the street improvements. The City shall not plow the streets prior to the acceptance unless a separate arrangement has been made between the Developer and City for this service.

SECTION VIII. CITY RESPONSIBILITY FOR IMPROVEMENTS:

The CITY shall not be responsible to perform repair, maintenance, or snow plowing, on any improvements until Final Acceptance of the Improvements by the CITY.

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

Developer may proceed with the installation of the grading and public improvements referenced in this Agreement and all other work related to the Development of the Subject Lands prior to approval of the final plat. All work on the Subject Lands may commence upon execution of this Agreement.

DEVELOPER shall proceed at its own risk as to whether or not the final plat will receive all necessary approvals following completion of such Improvements. The DEVELOPER, prior to commencement of the installation of public improvements or other work on Subject Lands, shall notify the CITY of the DEVELOPER'S intention to proceed with the installation of public improvements or other work on Subject Lands. Additionally, DEVELOPER shall make arrangements to have any public improvements and/or other work on Subject Lands inspected by the CITY Engineer.

SECTION X. FINANCIAL GUARANTEE:

Prior to the execution of this agreement by the CITY, the DEVELOPER shall file with the CITY cash deposit or a letter of credit setting forth terms and conditions in a form approved by the CITY Attorney in the amount as approved by the CITY Engineer as a guarantee that the DEVELOPER will perform all terms of this Agreement no later than one (1) year from the signing of this Agreement except as otherwise set forth in this Agreement. Such cash deposit or letter of credit will be in place with the City prior to the start of any construction activities. If at any time:

- A. The DEVELOPER is in default of any aspect of this Agreement, or
- B. The DEVELOPER does not complete the installation of the improvements within one (1) year from the signing of this agreement unless otherwise extended by this Agreement or by action of the CITY, or
- C. The letter of credit on file with the CITY is dated to expire sixty (60) days prior to the expiration of the same if the same has not been extended, renewed or replaced, or

- D. The DEVELOPER fails to maintain a cash deposit or letter of credit in an amount approved by CITY Engineer, and in a form approved by the CITY Attorney, to pay the costs of improvements related to the Subject Lands

Then the DEVELOPER shall be deemed in violation of this Agreement and the CITY shall have the authority to draw upon the letter of credit or cash deposit.

The amount of the cash deposit or letter of credit may be reduced by resolution of the City as the improvements are completed by the Developer, provided that the remaining cash deposit or letter of credit is sufficient to secure completion for any remaining improvements pursuant to the deposit methodology set forth in this Section X.

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

The cash deposit or letter of credit shall further be available to pay for removal of any Improvements that have been constructed and intended for public use, but have not been utilized due to abandonment of the development for a period of five (5) years.

SECTION XI. BUILDING AND OCCUPANCY PERMITS:

It is expressly understood and agreed that no building or occupancy permits shall be issued for any homes, ~~including except~~ model homes on lots specified in this Section, until the CITY Engineer has determined that:

- A. The installation of the first lifts of asphalt of the public street(s) providing access to and fronting a specific lot for which a building permit is requested has been completed and accepted by the CITY.
- B. The site grading and construction of surface and storm water drainage facilities required to serve such homes are completed, are connected with an operating system as required herein, are cleaned as needed, and are accepted by the CITY.
- C. All Storm Water/Erosion Control landscaping and removal of unwanted items, including buildings, has been certified as complete by the CITY Engineer.
- D. All required grading plans have been submitted to, reviewed by and approved by the CITY Engineer.
- E. The DEVELOPER has paid in full all permit fees and reimbursement of administrative costs as required by this agreement.
- F. The DEVELOPER has prepared appropriate deed restrictions as noted on the Final Plat and also noted in the document of Declarations of Protective Covenants, Conditions, Easements and Restrictions which are approved by the CITY, filed with the CITY Clerk and recorded with the Register of Deeds.
- G. All destroyed trees, brush, tree trunks, shrubs and other natural growth and all rubbish are removed from the Subject Lands and disposed of lawfully.

- H. All required "as built" plans for the SUBJECT LANDS have been submitted and approved by the CITY Engineer.
- I. All public and private utilities have been installed in the SUBJECT LANDS, including street lighting fixtures (if required), gas, electric, telecommunications, and the sanitary sewer system, and the water system which are connected with an operating system as required herein, are cleaned as needed, and are approved by the City Engineer.
- J. The DEVELOPER is not in default of any aspect of this agreement.
- K. The DEVELOPER has delineated the wetlands that are on or adjacent to private lots by means of cedar posts, as approved by the CITY Staff prior to the issuance of building permits.

K.L. Notwithstanding the conditions stated above, DEVELOPER wishes to construct model dwelling units for display during the 2021 "Parade of Homes" prior to satisfaction of said conditions and any other applicable conditions, laws, rules, or regulations. building permits to build model homes on Lots #[LIST DESIGNATED LOTS HERE] of Swan View Farms Subdivision. DEVELOPER acknowledges notice of the conditions stated above and any other applicable conditions, laws, rules, or regulations and agrees to assume all risk of satisfaction of those conditions created as a result of the CITY's issuance of building permits and DEVELOPER proceeding with construction of model dwelling units prior to satisfaction of said conditions and any other applicable conditions, laws, rules, or regulations. DEVELOPER agrees to indemnify and hold the CITY harmless for any costs or damages incurred if an occupancy permit is not issued due to a failure to satisfy the conditions referenced above and any other applicable conditions, laws, rules, or regulations. DEVELOPER specifically acknowledges that no occupancy permits for any of the model homes in Swan View Farms Subdivision shall be issued prior to satisfaction of the conditions stated above and any other applicable conditions, laws, rules, or regulations. Neither DEVELOPER nor successor builder/owner shall convey title to Lot # [LIST DESIGNATED LOTS HERE] of Swan View Farms Subdivision prior to satisfaction of the conditions stated above and any other applicable conditions, laws, rules, or regulations.

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

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

SECTION XIII. VACANT LOT MAINTENANCE EASEMENT.

Developer shall grant a vacant lot maintenance easement to the CITY, in a form that is subject to the approval of the CITY Attorney, and which shall be recorded with the Waukesha County Register of Deeds. The easement shall grant the CITY the right (but not the obligation) to enter upon any vacant Lot in the SUBJECT LANDS in order to inspect, repair, or restore the property so that it is in compliance with all applicable provisions of the CITY Municipal Code, including but not limited Chapter 7, entitled "Nuisances". A vacant lot shall include any lot that does not have an occupied principal structure that is used for single family purposes at the time of inspection, repair or restoration. All costs incurred by the CITY in exercising its right to inspect, repair or restore the Lot shall be borne by the owner of the Lot necessitating such inspection, repair or restoration and if not paid for by such Lot owner within forty-five (45) days of receipt of any invoice therefore, may be placed against the tax roll for the Lot and collected as a special charge by the CITY.

SECTION XVI. MISCELLANEOUS REQUIREMENTS: The DEVELOPER shall:

A. EASEMENTS:

The Developer shall provide any easements including vision easements on SUBJECT LANDS deemed necessary by the CITY Engineer before the final plat is signed or on the final plat and such easements shall be along lot lines if at all possible.

B. MANNER OF PERFORMANCE:

The Developer shall cause all construction called for by this Agreement to be carried out and performed in a good and workmanlike manner.

C. SURVEY MONUMENTS:

The Developer shall properly place and install any lot, block or other monuments required by State Statute, CITY Ordinance or the CITY Engineer.

D. RESTRICTIONS:

The Developer shall execute and record restrictions noted on the Final Plat in the form attached hereto, made a part hereto and marked Exhibit D and provide proof of recording prior to sale of lots for the SUBJECT LANDS. The Restrictions shall contain the following language:

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

"No non-potable or potable water wells may be installed and operated for any purpose, including maintenance of landscaping or stormwater infiltration/retention/detention basins, on any lots, outlots, common grounds or commonly owned parcel(s) within the Subject Lands unless authorized in writing by the City of Pewaukee Common Council."

"Lot owners and/or owners associations within the Subject Lands are required to maintain all stormwater management facilities in accordance with the Storm Water Management Practices Maintenance Agreement."

E. GRADES:

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

F. UNDERGROUND UTILITIES:

The Developer shall install all electrical, telephone, cable and gas utilities underground. Coordination of installation and all costs shall be the responsibility of the DEVELOPER.

G. PERMITS:

The Developer shall provide and submit to the CITY upon request valid copies of any and all governmental agency permits.

H. REMOVAL OF TOPSOIL:

The DEVELOPER agrees that no topsoil shall be removed from the SUBJECT LANDS without approval from the CITY Engineer.

I. IMPACT FEES:

The Developer is aware that the City requires the payment of several different impact fees based on the amount of development pursuant to the ordinances presently in effect in the City and other rules and regulations of the City presently in effect and as they may be amended in the future. These impact fees may be adjusted annually and they may be payable at future times. The Developer shall include in its deed restrictions notice to all future owners that they may be subject to payment of said impact fees.

J. NOISE:

The Developer shall make every effort to minimize noise, dust and similar disturbances, recognizing that the SUBJECT LANDS are located near existing residences. Construction of improvements, including equipment start up, shall not begin before 7:00 a.m. during weekdays and 8:00 am on Saturdays, and 9:00 a.m. on Sundays. Construction of improvements shall not continue beyond 7:00 p.m. or dusk, whichever is earlier, during weekdays and Saturdays, and 5:00 p.m. or dusk, whichever is earlier, on Sundays unless otherwise approved by the City Engineer.

K. DEBRIS:

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

L. PUBLIC CONSTRUCTION PROJECTS:

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

M. ZONING CODE:

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

N. SUMP PUMP DISCHARGES

Sump pump discharges may not discharge directly to the City's infrastructure, specifically the curb and gutter or streets. If nuisance flooding, freezing, icing, or other safety concerns arise from a sump pump discharge, the lot owner must remedy the situation at their own expense within 30 days from written notice from the City or as extended by the City. Sump pump discharges may be connected to an existing storm structure only by permit from the City. Absolutely no connection to the sanitary sewer will be allowed.

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

The DEVELOPER shall pay and reimburse the CITY promptly upon billing for all fees, expenses, costs and disbursements which shall be incurred by the CITY in connection with this development or relative to the construction, installation, dedication and acceptance of the Improvements covered by this Agreement, including without limitation by reason of enumeration, design, engineering, review, supervision, inspection and legal, administrative and fiscal work. Any such charge not paid by DEVELOPER within thirty (30) days of being invoiced may be charged against the financial guarantee held by the CITY pursuant to this Agreement, or assessed against the Subject Lands as a special charge pursuant to §66.60(16), Wisconsin Statutes.

SECTION XVIII. GENERAL INDEMNITY:

In addition to, and not to the exclusion or prejudice of, any provisions of this Agreement or documents incorporated herein by reference, the DEVELOPER shall indemnify and save harmless and agrees to accept tender of defense and to defend and pay any and all legal, accounting, consulting, engineering and other expenses relating to the defense of any claim asserted or imposed upon the CITY, its officers, agents, employees and independent contractors growing out of this Agreement by any party or parties, provided the Developer shall have no obligations hereunder for any claims based upon any intentional, reckless or negligent action or omission by the City, its officers, agents, employees, and independent contractors. The DEVELOPER shall also name as additional insureds on its general liability insurance the CITY, its officers, agents, employees and any independent contractors hired by the CITY to perform services as to this development and give the CITY evidence of the same upon request by the CITY.

SECTION XX. INSURANCE:

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

SECTION XXI. EXCULPATION OF CITY CORPORATE AUTHORITIES:

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

SECTION XXII. GENERAL CONDITIONS AND REGULATIONS:

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

SECTION XXIII. ZONING:

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

SECTION XXIV. COMPLIANCE WITH CODES AND STATUTES:

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

SECTION XXV. PRELIMINARY PLAT AND FINAL PLAT CONDITIONS:

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

SECTION XXVI. AGREEMENT FOR BENEFIT OF PURCHASERS:

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

SECTION XXVII. ASSIGNMENT:

The DEVELOPER shall not assign this Agreement without the written consent of the CITY which such consent shall not be unreasonably withheld or delayed. The assignee must agree to all terms and conditions of this document in writing.

SECTION XXVIII. PARTIES BOUND:

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

SECTION XXIV. HEIRS & ASSIGNS:

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

SECTION XXX. PHASING OF DEVELOPMENT:

In that the DEVELOPER has voluntarily agreed to develop the subject land in phases and has further agreed to submit along with the Final Plat of the first phase a phasing plan for the entire development, which shall be in substantial conformity with the phasing plan prepared and discussed by the Plan Commission for the CITY and shall be subject to review and must be specifically approved by the CITY Common council, Section 236.11(b), Wisconsin Statutes, which requires Final Plats to be filed within twenty-four (24) months of the date of approval of the Preliminary Plat is hereby waived by the CITY provided the DEVELOPER complies with the approved phasing plan and further provided that the Final Plat of each phase complies substantially with the Preliminary Plat, as provided in Section 236.11(b), Wisconsin Statutes.

SECTION XXXI. AMENDMENTS:

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

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

BWC Investments, LLC

By: _____

By: _____

Authorized Signatory

STATE OF WISCONSIN)

)ss.

COUNTY OF (County))

Personally came before me this _____ day of _____, 2020, the above named _____, Authorized Signatory of _____, to me known to be the person who executed the foregoing instrument and acknowledged the same.

NOTARY PUBLIC, STATE OF WI

My commission expires: _____

CITY OF PEWAUKEE
WAUKESHA COUNTY, WISCONSIN

MAYOR STEVE BIERCE

CLERK KELLY TARCZEWSKI

STATE OF WISCONSIN)
)ss.
COUNTY OF WAUKESHA)

Personally came before me this ____ day of _____, _____, the above-named Steve Bierce, Mayor, and Kelly Tarczewski, Clerk, of the above-named municipal corporation, to me known to be the persons who executed the foregoing instrument and to me known to be such Mayor and Clerk of said municipal corporation and acknowledged that they executed the foregoing instrument as such officers as the deed of said municipal corporation by its authority and pursuant to the authorization by the CITY Common council from their meeting on the ____ day of _____, 2020.

NOTARY PUBLIC, STATE OF WI
My commission expires: _____

APPROVED AS TO FORM:

CITY Attorney

**CITY OF PEWAUKEE
COMMON COUNCIL AGENDA ITEM 15.**

DATE: December 7, 2020

DEPARTMENT: Clerk/Treasurer

PROVIDED BY:

SUBJECT:

Discussion and Possible Action to Approve Comfort **Resolution 20-12-27** Declaring Official Intent to Reimburse Expenditures Pertaining to the Land Acquisition for a New Department of Public Works Site [Klein]

BACKGROUND:

FINANCIAL IMPACT:

RECOMMENDED MOTION:

**CITY OF PEWAUKEE
COMMON COUNCIL AGENDA ITEM •**

DATE: December 7, 2020

DEPARTMENT: Clerk/Treasurer

PROVIDED BY:

SUBJECT:

§19.85(1)(e): Deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session.

BACKGROUND:

FINANCIAL IMPACT:

RECOMMENDED MOTION: