

Office of the Clerk/Treasurer

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

- REVISED -

**COMMON COUNCIL
MEETING NOTICE AND AGENDA**

Monday, December 5, 2022

6:30 PM

Common Council Chambers ~ Pewaukee City Hall
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 the Accounts Payable Listing Dated December 5, 2022
 - 3.2. Approve Common Council Meeting Minutes Dated August 15, 2022
 - 3.3. Approval of Common Council Meeting Minutes Dated October 17, 2022
 4. Discussion with Sergeant Twelmeyer from the Village of Pewaukee Police Department Regarding the Needs of the Lake Patrol and Possible Action to Fund and Authorize the Purchase of an Utility Terrain Vehicle (UTV) [Alderman Clark]
 5. Discussion and Possible Action Regarding a Request by Interstate Partners to Remove Weight Limit Restrictions Along Green Road Between Redford Boulevard (Highway F) and Duplainville Road [Wagner]
 6. Discussion and Possible Action to Approve **Ordinance 22-25** Related to Chapter 5 Traffic specifically Speed Limits on Northview Road (*First Reading*) [Wagner]
 7. Discussion and Possible Action to Waive the Second Reading and Approve **Ordinance 22-26** Related to Chapter 5 Traffic specifically Speed Limits on Duplainville Road (*First Reading*) [Wagner]
 8. Discussion and Possible Action to Approve **Ordinance 22-27** Related to Chapter 5 Traffic Specifically Temporary Speed Limits (*First Reading*) [Wagner]
 9. Discussion and Possible Action Regarding Release of the Pewaukee South Industrial Grading and Stockpiling of Fill Material Letter of Credit in the Amount of \$189,450.00 [Wagner]
 10. Discussion and Possible Action to Release of the Northmound Industrial Development Letter of Credit in the Amount of \$15,000.00 [Wagner]
 11. Discussion and Possible Action Regarding an Access Easement for Certified Survey Map (CSM)

4227 Located at W225N4250 Duplainville Road (PWC 0868-997-001) [Wagner]

12. Discussion and Possible Action Regarding Swan View Farms [Wagner]
 - 12.1 Approve the Escrow Agreement for Cash Deposit to Replace the Letter of Credit.
 - 12.2 Release the Remaining Letter of Credit in the Amount of \$15,000.
13. Discussion and Possible Action Regarding Swan View Farms Phase 2 [Wagner]
 - 13.1 Approve the Escrow Agreement for Cash Deposit to Replace the Letter of Credit.
 - 13.2 Release the Remaining Letter of Credit in the Amount of \$110,000.
14. Discussion and Possible Action Regarding **Ordinance 22-28** Related to Sex Offender Residency Requirements (*First Reading*) [Attorney Riffle]
15. Discussion and Possible Action Regarding the Reserve Liquor Licenses and Potentially Making Them Available to Surrounding Communities [Mayor Bierce / S. Riffle]
16. Discussion and Possible Action to Approve **Resolution 22-12-53** Establishing the 2023 Fee Schedule [Tarczewski]
17. Discussion and Possible Action Regarding the Proclamation Declaring December 16, 2022 Princess Delaney Krings Day [Mayor Bierce]
18. 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.
19. 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)(c): Considering employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility specifically related to employee compensation.

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.

20. Adjournment

Kelly Tarczewski
Clerk/Treasurer

December 2, 2022

NOTICE

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

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

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

DATE: December 5, 2022

DEPARTMENT: Clerk/Treasurer

PROVIDED BY:

SUBJECT:

Approval of the Accounts Payable Listing Dated December 5, 2022

BACKGROUND:

FINANCIAL IMPACT:

RECOMMENDED MOTION:

ATTACHMENTS:

Description

A/P 12/5/2022

Check Date	Check	Vendor Name	Description	Amount
Bank 100 GENERAL FUND CHECKING				
11/22/2022	1000 (E)	MUTUAL OF OMAHA	BENEFITS - LIFE INSURANCE	76.44
			BENEFITS - LIFE INSURANCE	41.16
			COURT - LIFE INSURANCE	11.84
			ADMINISTRATOR - LIFE INSURANCE	9.07
			CLERK/TREASURER - LIFE INSURANCE	54.72
			EMPLOYEE SERVICES - LIFE INSURANCE	19.52
			IT - LIFE INSURANCE	17.28
			ASSESSOR - LIFE INSURANCE	42.24
			POLICE - LIFE INSURANCE	8.00
			FIRE ADMINISTRATION - LIFE INSURANCE	61.92
			FIRE PROTECTIVE SERVICES - LIFE INSURANCE	504.80
			BUILDING SERVICES - LIFE INSURANCE	49.12
			HIGHWAY - LIFE INSURANCE	122.14
			ENGINEERING - LIFE INSURANCE	104.96
			PARKS - LIFE INSURANCE	22.40
			RECREATION PROGRAM - LIFE INSURANCE	30.24
			PLANNER - LIFE INSURANCE	19.84
			BENEFITS - DISABILITY INSURANCE	116.22
			BENEFITS - DISABILITY INSURANCE	62.58
			DISABILITY INSURANCE	1,634.72
			LTD - FIRE UNION	661.35
			COURT - DISABILITY INSURANCE	17.51
			ADMINISTRATOR - DISABILITY INSURANCE	27.79
			CLERK/TREASURER - DISABILITY INSURANCE	83.84
			EMPLOYEE SERVICES - DISABILITY INSURANCE	27.79
			IT - DISABILITY INSURANCE	27.79
			ASSESSOR - DISABILITY INSURANCE	65.11
			POLICE - DISABILITY INSURANCE	10.47
			FIRE ADMINISTRATION - DISABILITY INSURANCE	83.37
			FIRE PROTECTIVE SERVICES - DISABILITY IN	110.55
			BUILDING SERVICES - DISABILITY INSURANCE	73.63
			HIGHWAY - DISABILITY INSURANCE	190.78
			ENGINEERING - DISABILITY INSURANCE	156.84
			PARKS - DISABILITY INSURANCE	32.81
			RECREATION PROGRAM - DISABILITY INSURANCE	47.17
			PLANNER - DISABILITY INSURANCE	27.79
			VOLUNTARY LIFE	975.25
				5,629.05
11/25/2022	1001 (E)	ADP, LLC	CITY HALL - DATA PROCESSING	371.57
11/29/2022	1002 (E)	DELTA DENTAL	DENTAL CLEARING	1,255.52
11/29/2022	1003 (E)	DIVERSIFIED BENEFIT SERVICES, INC.	FLEX SPEND	910.99
11/29/2022	991 (E)	GREAT AMERICA FINANCIAL SERVICES	CLERK/TREASURER - EQUIP REPAIR & MAINT	324.00
11/30/2022	954 (E)	WISCONSIN RETIREMENT SYSTEM	WRS GENERAL EMPLOYEES	35,547.94
			WRS FIRE EMPLOYEES	44,718.32
			WRS VOLUNTARY CONTRIBUTIONS	175.65
				80,441.91
11/30/2022	985 (E)	WE ENERGIES	GROUP BILL 0706454789-00054	12,197.55
11/30/2022	993 (E)	WE ENERGIES	UTILITIES	338.41
			POWER/NATURAL GAS	157.06
				495.47
12/01/2022	136295	ABSOLUTE CONSTRUCTION	ADM-BLD CONSTRUCTION	779,379.05

Check Date	Check	Vendor Name	Description	Amount
12/01/2022	136296	ADP SCREENING & SELECTION SERVICES	NOV 2022 INV (10/23-11/26/22)	29.68
12/01/2022	136297	AT&T CAROL STREAM IL	P&R-PARK INTERNET P&R- PARK INTERNET	85.60 173.50 259.10
12/01/2022	136298	AT&T MOBILITY	FD-MDC AIR CARDS	1,077.24
12/01/2022	136299	BATTERY SYSTEMS	ENG-STORM VAN	607.02
12/01/2022	136300	BUTEYN PETERSON CONSTRUCTION CO INC	DPW-ENG-KATHERINE CT DRAINAGE IMPROVEMEN	264,792.38
12/01/2022	136301	CONCENTRA MED COMPLIANCE ADMIN	HR-EMPLOYMENT EXAM-BREATH ALCOHOL TEST	50.00
12/01/2022	136302	CONFERENCE TECHNOLOGIES, INC.	IT-TECH EVALUATION OF MICS	349.21
12/01/2022	136303	DAN PLAUTZ CLEANING SERVICE	HR-CLEANING SERVICE	2,873.00
12/01/2022	136304	ELEVITY	IT-MO. EMAIL, EXCHANGE	4,485.80
12/01/2022	136305	GALLS	FD-UNIFORMS	309.42
12/01/2022	136306	HAYDEN MATHENY	ASR-MILEAGE REIMBURSEMENT - INSPECTIONS	129.38
12/01/2022	136307	HEARTLAND BUSINESS SYSTEMS	IT-NETWORK MONITORING SUPPORT IT-VPN SSL RENEW	92.00 59.99 151.99
12/01/2022	136308	IS OUTFITTERS	P&R-EQUIPMENT - FIREWALL	293.75
12/01/2022	136309	J&L TIRE AND SERVICE CENTER	FD-VEHICLE REPAIR-TIRES	1,597.96
12/01/2022	136310	KUSTOM SIGNALS	ENG-NEW EQUIPMENT	3,170.00
12/01/2022	136311	LIFE-ASSIST INC	FD-EMS SUPPLIES FD-EMS SUPPLIES	415.30 242.39 657.69
12/01/2022	136312	NAPA	FD-ANTIFREEZE FOR ENGINES FD-VEHICLE REPAIR - RAIN X	55.96 45.88 101.84
12/01/2022	136313	PARTNER2LEARN, LLC	HR-TRAINING - CUSTOM COACHING AND EXPENS	5,050.14
12/01/2022	136314	PREMIUM WATERS, INC	CT-OPERATING SUPPLIES - WATER	68.99
12/01/2022	136315	R.A. SMITH & ASSOC., INC.	ENG-PJCT 2220730 WEYER ROAD QUITE ZONE 2	366.75
12/01/2022	136316	REINDERS, INC.	P&R-REPAIR & MAINTENANCE - BLADES	695.14
12/01/2022	136317	ROBERT HALF	HR-TEMP EMPL WK END 11/18/22 R. LEU HR-TEMP EMPL WK END 11/25/22 R. LEU	2,537.60 1,363.96 3,901.56
12/01/2022	136318	RUSS'S MULCH & TOPSOIL	P&R-PARK GROUNDS-MULCH	32.00
12/01/2022	136319	STRAND ASSOCIATES, INC	ENG-PJCT 4621.013 DUPLAINVILLE ROAD CONS	110,065.07
12/01/2022	136320	SUPERIOR LIFTING SPECIALISTS	P&R-PARK SUPPLIES	465.44
12/01/2022	136321	TYRE & CHILDS PUBLIC SAFETY CONSULT	HR-NEW HIRE EVALUATION	500.00
12/01/2022	136322	UNIFIRST CORP	FD-BLD REPAIRS	92.51
12/01/2022	136323	WACHTEL TREE SCIENCE	ENG-CITY OF PEWAUKEE 2022 UF GRANT PROJE	2,375.00
12/01/2022	136324	WAUKESHA CO TREASURER	PLC-DECEMBER 2022 POLICE SERVICES PLC-3RD QTR. 2022 POLICE SERVICES - OVER	253,459.29 8,996.43 262,455.72
12/01/2022	136325	WILDE CHRYSLER	ASR-REPAIR & MAINTENANCE	3,351.45
12/01/2022	136326	WOLF CONSTRUCTION COMPANY	ENG-PJCT MEADOWBROOK FARMS PHASE 2 & NOR	279,078.70
12/01/2022	994(E)	WE ENERGIES	ELECTRICITY	19,377.04

100 TOTALS:

CHECK REGISTER FOR PEWAUKEE
CHECK DATE FROM 11/22/2022 - 12/02/2022

12/02/2022 09:36 AM
User: ACCTTEMP
DB: City Of Pewaukee

Check Date	Check	Vendor Name	Description	Amount
Total of 41 Checks:				1,849,816.08
Less 0 Void Checks:				0.00
Total of 41 Disbursements:				1,849,816.08

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

DATE: December 5, 2022

DEPARTMENT: Clerk/Treasurer

PROVIDED BY:

SUBJECT:

Approve Common Council Meeting Minutes Dated August 15, 2022

BACKGROUND:

FINANCIAL IMPACT:

RECOMMENDED MOTION:

ATTACHMENTS:

Description

CC Minutes 8/15/2022

In Attendance:

Mayor S. Bierce, Aldermen C. Brown, I. Clark, B. Dziwulski, R. Reinbold, P. Vetterkind and J. Wamser.

Also in Attendance:

Attorney S. Riffle, Administrator S. Klein, DPW Director M. Wagner, City Planner & Community Development Director N. Fuchs and Clerk/Treasurer K. Tarczewski.

1. Call to Order and Pledge of Allegiance

Mayor Bierce called the meeting to order at 6:30 p.m. and asked everyone to stand for the Pledge of Allegiance.

2. Public Comment

Richard Carr (W268 N2433 Meadowbrook Road) spoke about his ongoing lawsuit. He stated he filed a sanctions motion and after being told nothing was worthy of sanctions, the assessor withdrew his two-acre-per-cow rule, and they are giving him his full acreage of pasture. The only remaining issue is the undeveloped wooded area. He said he submitted for a summary of judgement and the judge denied it. The judge felt a fact finder needed to determine the facts and the credibility of the Assessor. He noted he has spent over \$22,000 so far. He said he filed a new witness list and will need to depose the City's Assessor, Administrator, Planner, Clerk, and Mayor to find out what the truth is.

3. Consent Agenda

- 3.1. Approval of the Common Council Meeting Minutes Dated June 20, 2022
- 3.2. Approval of Accounts Payable Listing Dated August 15, 2022
- 3.3. Release the Cardinal Meadow Early Grading Financial Guarantee in the Amount of \$100,000.00.

A motion was made and seconded (J. Wamser, B. Dziwulski) to approve the consent agenda. Motion Passed: 6-For, 0-Against.

4. Updated Financial Management Plan Presentation by Ehlers

Jonathan Schatz was present for this item and passed out a copy of the revised Financial Feasibility Plan. He noted he received favorable news that the City received a rating of Aa-1 from Moody's. Mr. Schatz noted the exhibits in the packet are based on estimated 2022 equalized values and the certified equalized will be available later this week. He reviewed the City's weaknesses and strengths and noted the report is very conservative. Mr. Schatz said the City's current debt drops off almost entirely within 10 years, not including the new issues in 2022. He discussed the tax impact for the debt analysis. He said the geo capacity analysis is currently at 9 percent usage and will be up to 29 percent after borrowings. Mr. Schatz stated he included comparisons of other communities of similar size showing fund balance per capita and Pewaukee is 2nd place. He said debt usage is low for the City and fund balance is high. Mr. Schatz said the levy limit projection was flagged last year as a concerning trend although this year looks better than last year. He noted levy limits continue to be a concern but will keep an eye on them.

Common Council had no questions.

5. Discussion and Possible Action Related to the Proposed Lindsay Road/Redford Boulevard (CTH F) Intersection Improvements

Mr. Fuchs stated the City received a petition with hundreds of signatures asking that the intersection improvements be reconsidered. He noted the County is underway with their planning and design of the R-cut.

Mr. Klein stated he reached out to the County Executive, and he would meet with the DPW Director. Mr. Klein noted he has not received any callbacks and that the County Executive is aware of our concerns.

Ms. Brown asked if there was a cost estimate to go from R-cut to signals. Ms. Wagner stated she does not have an estimate, although when the County discussed it before, they mentioned \$1 million to \$1.5 million to install. She said the City would be responsible for all maintenance costs. Ms. Wagner noted the traffic study did not warrant lights or meet the requirements for lights at this intersection and the County is going to rely on that study.

Ms. Brown noted this has been an issue for several years and noted the R-cut is 10 percent City funding with an estimate of \$132,000 with the grant and wanted to see where the City was at if we put lights in.

Mr. Vetterkind asked what the current schedule is and when it would take place. Ms. Wagner said the County has 90 percent plans designed and scheduled for bid in November with construction in 2023. Mr. Vetterkind also asked when the last study was done. Ms. Wagner noted it was completed in 2019 and finalized in 2020. She said there was projection for future growth in the area that the City asked them to include when the study was done.

Brandon Bergman (W279N2903 Rocky Point Road) with 2000 Development Corp said he is working on the development on the northeast corner of the intersection. He said he would like to work with the City of Pewaukee and the County to get a traffic control signal. Mr. Bergman noted the R-cut will greatly hamper and negatively affect the existing and proposed businesses in the immediate area. He said businesses will choose other buildings and sites, specifically Sussex Industrial Park. Mr. Bergman said not one person he spoke with was in favor of this R-cut. He stated safety is one of the biggest concerns with the R-cut. He asked the City of Pewaukee to inform Waukesha County that they no longer agree to support the R-cut at this intersection and would be willing to work together with the County and developers to construct a controlled traffic signal at the intersection.

Jeff Mierow said his family sold the park land to the City of Pewaukee and noted the thought of kids crossing the road is scary and he would like estimates on signals. He added that he spoke with a County Supervisor and was told safety never came up and would now vote against this.

Sue Booth (N44W22768 Bridge Street) shared a picture of her grandma that died in a passenger car while trying to cross Highway F at Lisbon Road before it became a controlled intersection. She said with Duplainville Road under construction the entire subdivision has been forced to use the intersection as an only option. She added during peak hours she has almost been hit every time while trying to make a u turn at Lisbon. Ms. Booth said the amount of time it takes to get to Waukesha Memorial can make a difference between life and death. She stated it takes several signal lights to get through the intersection onto Highway F due to all the paving companies, commercial vehicles, and semi-trucks from Quad graphics. She would like to see a controlled intersection and feels the value of

human life is far greater than any cost the City would have to put into this. Ms. Booth noted if the City does not do a controlled intersection, they should leave it as is. She said the biggest problem is during business hours and to put value on the cost versus the inconvenience and safety is wrong. She wants to see action.

Reece Robinson (N41W22812 Sunder Creek Drive) said he read thru the study done in 2020. He said one of the warrants said if the volume on Lindsay Road increased by 15 percent it would meet a warrant. He said the study was done during the pandemic and travel was very different. He noted there is new work in Woodleaf Reserve and that will increase traffic. He said we need to think to the future and put the pressure on the County.

Gordy Stickles (N43W22793 Victoria Street) stated his adult son, and his friends are bikers who like to travel from east of Redford crossing that intersection. He said they are adults and are afraid of that intersection.

Al Wickland (N42W22792 Beacon Court) said he avoids that area during rush hour.

Caitlin LaJoie said she works for a commercial developer that is looking at that area and feels a lighted intersection will help control truck traffic and pedestrian safety.

Angela Johnson (N43W22674 Bridge Street) is disappointed that the study is 90 percent completed and she is just able to speak about it now. She recommended the intersection be restudied and evaluated for the need for traffic signals. She noted there are only four R-cuts within the State of Wisconsin, and they are in rural areas and noted this is not a rural area.

Curt Spitzner (N42W22752 London Court) stated he is also disappointed. He said construction is sending more traffic to that intersection. He reached out to the County and received information that this intersection has one of the highest intersection crash rates along Waukesha County highways. His concern is the increased traffic. He asked if there is any opportunity to relieve traffic by letting people out of Sunder Creek or Victoria Station to get northbound. His other concern was what has happened since the study was concluded in 2020 and what the projects are for future traffic.

Mayor Bierce stated the Engineer is working on a way to funnel the traffic in other ways. He said people are using the road as if it is still a paved road and there is concern for the workers. Ms. Wagner noted the project will not be completed until the end of November. The bridge will be closed and out for two months after Labor Day. She said there will be no south bound traffic, so everyone will have to go north. Ms. Wagner said they are trying to open as much of the roadway as possible and while also trying to keep workers safe. Ms. Wagner stated the area is looking to be developed as industrial with over 200 lots projected on Lindsay Road and the Swan Road corridor. A full build out of Woodleaf Reserve is also projected and the potential for 20 lots on the east side of the railroad tracks. She said all of this was included in the study.

Joe Dittmer (N42W22832 Beacon Court) stated there is 2.8 miles of County Road F with a 55-mph speed limit. He said that is a rural speed limit, and a R-cut is a rural option. He would like to see the County lower the speed limit for a half mile at the north end up to Lindsay Road to 45 mph. And then install a regular signal with a pedestrian walkway. He feels it will help the City connect our residential areas with our parks.

Bill Lutzen (W226N4033 Country Lane) asked if anything was taken into consideration regarding the splash pad. He said the City will be surprised how large the population will be that will come. Ms. Wagner noted the City did consider future development for a splash pad and playground.

Kerri McCarthy (N39W22886 Brookside Court) stated 45 minutes have been added to the bus drive both to and from school. She said they are a baseball family and not once have they been able to use the park. She said she hears sirens at least once a day stopping at the intersection. She said for her it isn't the traffic, it's the deaths and the speed.

Gwenn Robinson (N41W22812) asked if we are required to follow the County if the City was willing to pick up the bill. Ms. Wagner stated it is a County intersection and they don't feel it warrants lights.

Attorney Riffle stated they should direct this to their County Supervisor.

Michael Ruka (W222N4798 Seven Oaks Drive) asked if the Glen at Wanaki subdivision was considered in the traffic study.

Dan Teske (W244N4512 Swan Road) stated there is a R-cut in Wisconsin Rapids in the rural area. He said this has been on the agenda three or four times and it's the County who doesn't want to do this. He asked how much it would cost the City of Pewaukee and taxpayers to drop this. Mayor Bierce stated we are not aware of how much the County has in. Ms. Wagner added the City would have to pay 100 percent of the design hours.

Rick Carr (W268N2433 Meadowbrook Road) agrees with the points that have been made, most particularly that there is a soccer park and sixteen-year-olds will be driving and dealing with the R-Cut and estimating speeds. He feels it is offensive to be told that they shouldn't be expressing their opinions and feels the City should tell the County we don't want it.

Peter Duvalé (W226N4085 Country Lane) stated he has safety concerns for his daughter and unless there is a controlled intersection, he will drive somewhere else.

Mr. Mierow stated he appreciates Scott's efforts of trying to work with the County. He asked if the citizens need to bond together and voice their concerns to the County. Mayor Bierce stated there is nothing more powerful than when citizens come in and express their opinions. Attorney Riffle noted that the truth is the City of Pewaukee does not control that road.

Sue Booth asked how we safely funnel people out of the neighborhood without impairing their ability to do the construction. She said if they hadn't closed the north side of Duplainville Road you could still get to Lisbon Road, but you aren't able to get out of the northside or southside of Duplainville Road. If they had left that area untouched until the other end was done, there would have been two ways to get out. She said they could have planned better.

Angela Johnson said she must take Duplainville Road to get to Camp Quad and has safety concerns crossing the intersection. She feels the construction could have been done in sections and she noted the roads are rough and it has done a number to her car.

Kristin Rennard (N43W22785 Victoria Street) said she never had a problem turning left onto Highway F and the fighting among neighbors is ridiculous.

Mayor Bierce stated when it is the safety of your children above yourself it is an emotional subject. He noted the City didn't proactively go after changing the intersection. He said when the decision was made to develop the land it added pressure to that intersection. The situation started when people in the neighborhood came to the City asking to do something because it was unsafe. Mayor Bierce said the City went to the County and they came back with a plan. He said no one loved the R-cut plan but the County said take it or leave it, this is all that was offered to us. He noted what talked the Council into it was the neighbors who said anything would be better than what it is. Mayor Bierce stated we are not the final authority.

Ms. Brown stated she has been here the entire time. She noted this has been on the agenda nine times in the last 2 ½ years. She said residents came 2 ½ years ago expressing the accidents and how unsafe the intersection is. She stated she is very familiar with the road. She noted that when residents came 2 ½ years ago the City acted quickly and got studies done. The County came back and said it did not qualify based off very specific factors. Ms. Brown felt it was better to do something rather than nothing. She said people preferred lights but in the end the R-cut was the option given to make things safer. Ms. Brown noted letters have been sent to the County, but ultimately, she has voted for the R-cut because that was the only option to make things safer.

Mr. Dziwulski stated this item has been discussed nine times and he does not like the insinuation that things were being done behind the residents' backs. He said agendas were posted and it is up to the residents to stay informed.

Mr. Vetterkind stated he would be in favor of taking it back to the County.

Mayor Bierce asked if Common Council would be comfortable with staff reaching out to the County with the message that Common Council is fully behind meeting to talk about changing the situation. And if the County continues to ignore us, staff would be allowed to draft a letter stating the City is no longer supportive of the plan and would not be participating.

Ms. Brown stated there was a signed agreement in June of 2021 stating the City agreed with what was proposed and the City would pay. She asked what Council agrees with and if the letter would include to stop working on the R-cut even if we don't get the lights. Mayor Bierce stated if the letter was sent stating in lieu of the County reaching out the City wanted to stop it if the City would do it under the knowledge that it would cost the taxpayers money.

Mr. Dziwulski asked if the R-cut is safer than having nothing and if the R-cut would be more dangerous. He believes the R-cut is safer. Mayor Bierce stated he has expressed that the R-cut was not safe. Mr. Reinbold stated if the DOT was brought in, they would say statistically they are safer. He added that Bluemound Road is paved with hybrid versions of R-cuts.

Ms. Brown asked if Common Council is saying 100 percent, we want lights, how can we force the County to put them in and in the meantime continue plans for the R-cut.

Mr. Klein stated the better option is to say the people came out, they are opposed to it, and we want a formal discussion to sit back down and reevaluate what the right thing to do is.

Ms. Wagner stated if it is put on hold the HISPA funding may be at risk. Mr. Klein said takeout putting it on hold and say we want to discuss it with the County again because the City has been approached by the residents. He said the meeting was held because a petition was brought forward and his request for a meeting has been ignored, but he felt the weight of the Council needed to be behind it.

Mr. Clark noted letters have been sent before and the County has not listened. He said he understands not getting the money back for future projects, but maybe this is the only way the County will listen. He said it is only going to work halfway unless the City knows we have legitimate citizen support. Mr. Klein stated we do not have control over the County's funding, it will only affect our funding.

Attorney Riffle stated there is a provision that we can stop it, but we would have to pay for everything.

Mr. Klein said he has never been told why they can't use the federal funding from the R-cut and funding from the local community to make up the difference to do signals.

A motion was made and seconded (C. Brown, B. Dziwulski) to send a letter to the County expressing the greatest interest of placing lights at the intersection, requesting a meeting with the County and attaching the petition to the letter. Motion Passed: 6-For, 0-Against.

6. Discussion and Possible Action Regarding Woodleaf Reserve Addition 4A to Approve **Resolution 22-08-25** Accepting Public Improvements

Ms. Wagner stated the resolution will accept the public improvements part of the developer's agreement.

A motion was made and seconded (C. Brown, R. Reinbold) to approve Resolution 22-08-25. Motion Passed: 6-For, 0-Against.

7. Discussion and Possible Action to Approve **Resolution 22-08-26** to Reallocate Excess Borrowed Funds to the Paul Road, Roundy Drive, and Roundy Circle Project.

Ms. Wagner stated as part of the borrowing last year there were \$594,629.14 funds remaining. She said the funds can be reallocated and recommends putting the funds towards the Paul Road and Roundy's Drive project that was partially completed last year. She said it will finish up this year and it would close out that borrowing. Ms. Brown asked if it was 100 percent reimbursable. Ms. Wagner stated yes.

A motion was made and seconded (C. Brown, I. Clark) to approve Resolution 22-08-26. Motion Passed: 6-For, 0-Against.

8. Discussion and Possible Action to Select the 2022 Trick-or-Treat Date

A brief discussion took place regarding trick or treat hours.

A motion was made and seconded (J. Wamser, I. Clark) to set the 2022 Trick-or-Treat hours to Saturday October 29th from 4:00 p.m. –7:00 p.m. Motion Passed: after Mayor Bierce broke the tie vote 3-For (Wamser, Clark, Vetterkind), 3-Against (R. Reinbold, B. Dziwulski, C. Brown).

9. Discussion and Possible Action Regarding Appointments to Various Board, Committees and Commissions

Mayor Bierce stated he had no appointments at this time.

10. Public Comment

Mr. Teske thanked the Common Council members for their service.

11. Adjournment

A motion was made and seconded (R. Reinbold, B. Dziwulski) to adjourn the meeting at 8:19 p.m.

Motion Passed: 6-For, 0-Against.

Respectfully Submitted,

Kelly Tarczewski
Clerk/Treasurer

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

DATE: December 5, 2022

DEPARTMENT: Clerk/Treasurer

PROVIDED BY:

SUBJECT:

Approval of Common Council Meeting Minutes Dated October 17, 2022

BACKGROUND:

FINANCIAL IMPACT:

RECOMMENDED MOTION:

ATTACHMENTS:

Description

CC Minutes 10.17.2022

In Attendance:

Mayor Bierce, Aldermen C. Brown, I. Clark, B. Dziwulski, R. Reinbold, and P. Vetterkind.
Mr. Wamser was absent and excused.

Also in Attendance:

Attorney S. Riffle, Administrator S. Klein, DPW Director M. Wagner, Director of People and Culture K. Woldanski, City Planner & Community Development Director N. Fuchs, and Clerk/Treasurer K. Tarczewski.

1. Call to Order and Pledge of Allegiance

Mayor Bierce called the meeting to order at 6:31 p.m. and asked everyone to stand for the Pledge of Allegiance.

2. Public Comment - None.

3. Consent Agenda

3.1. Approval of the Accounts Payable Listing Dated October 17, 2022

3.2. Approval of the Common Council Meeting Minutes Dated September 6, 2022

A motion was made and seconded (R. Reinbold, P. Vetterkind) to approve the consent agenda. Motion Passed: 5-For, 0-Against.

4. Discussion and Possible Action to Approve **Resolution 22-10-32** Adopting the Waukesha County All Hazard Mitigation Plan

Mr. Klein stated this is formally recognizing something the City has always been involved in even though we don't have many hazards. He said it is totally run by the County.

Ms. Brown questioned if the dates were correct. Staff stated they would verify.

A motion was made and seconded (C. Brown, B. Dziwulski) to approve Resolution 22-10-32. Motion Passed: 5-For, 0-Against.

5. Discussion and Possible Action to Allow for a WE-Energies Easement on the Property Owned by the City of Pewaukee on Oak Street (PWC 0934-021) to Bring Utilities to Green Dragonfly Island as Requested by Stephen Green

Mr. Fuchs stated staff received a request from Mr. Green asking for an easement on the property to allow WE Energies to extend power to the island. WE Energies is just looking for some indication that the City would consider allowing an easement before they do a cost assessment or feasibility study. He said at this time there isn't a lot of information to review. He said the City Engineer wants to make sure there is no interference with future shoreline projects. Mr. Fuchs stated Mr. Green has not indicated any future development of the island at this time.

Attorney Riffle stated granting easements to WE Energies is normal.

Mr. Klein stated this is slightly different because something most likely will have to be done at the shoreline. He said we have to make sure whatever they propose to install doesn't limit the City from working on the shoreline.

Attorney Riffle stated the City wants to look at and comment on the easement so that we can reserve any rights that we have.

Mr. Green showed the Council where WE Energies was planning on providing the power to. He said they currently have an easement on the Perchon property but only for overhead lines. He said he doesn't think the City would want to see that happen. He said from the City's property the line is proposed to go under the lake.

Attorney Riffle asked if Mr. Green was operating by generator. Mr. Green responded he has a solar unit and Wisconsin weather is not always reliable.

Mr. Klein stated this request is just to look into the feasibility of running power to the island. The actual easement would come back to Council for review.

Mayor Bierce wanted it made clear to Mr. Green that the City will not be incurring any of the costs associated with this potential project.

Attorney Riffle stated staff should be directed to analyze the proposed easement and present it to the Council for consideration. He stated he would then review the agreement. The Council agreed with these recommendations.

6. Discussion and Possible Action to Change Boomer's Agent to Paul Kolaga

Ms. Tarczewski stated Tyler Pasadera passed away and the family would like to appoint a new agent to represent the business until it can be sold.

A motion was made and seconded (B. Dziwulski, I. Clark) to appoint Paul Kolaga as the agent to Boomer's. Motion Passed: 5-For, 0-Against.

7. Discussion and Possible Action Regarding the Revocable Agreement Authorizing Occupancy of Right of Way for Swan View Farms Development

Ms Wagner stated Phase I of Swan View Farms was completed two years ago and Phase II is mostly completed. She stated before they did the surface paving, they cut into pavement to install conduit to provide power to the islands. In addition to that more landscaping was done and was planted within the City's right-of-way. She said this was also an issue in Phase I and they were told they need to get permission in the future, which they did not do. Ms. Wagner stated the conduit under the roadway causes issues for the future maintenance of the roadways and anytime any locating gets done for private utilities. Legally that needs to be located and that is nothing staff would be doing. Ms. Wagner stated she discussed this with the developer, and he thought he was doing the right thing by creating something beautiful, stating the lighting and landscaping would create a focal point for the subdivision. Ms. Wagner stated the only way she thought that could remain is if he would sign an agreement stating the City is not responsibly to maintain any of the conduit, electricity or landscaping within the right-of-way. She added if it gets damaged or needs to be torn out for any reason the City would not be responsible for paying for any of that work or repairing or replacing any of it. It will also protect us from the requirement of locating any of the conduits or electrical lines and puts the responsibility onto the Homeowners' Association (HOA). It will also protect the City from any

plowing or maintenance issues pertaining to those trees. She stated if any trimming needs to be done it will be billed back to the HOA.

Ms. Wagner stated the developer was not available and he instead sent a representative from Blaze who did the work. She mentioned that they did supply the compaction testing of the trenching before the road was paved to make sure they would not be compromised in the future.

Ms. Wagner played aerial video of the plantings provided by the developer.

Attorney Riffle stated the agreement allows the City to rip out the improvements if we have any concerns.

Mr. Reinbold stated the City has other subdivisions with lit islands, so he assumed it was the same agreement with those HOAs. Ms. Wagner stated most of those improvements were put in without the City's knowledge. She said this agreement doesn't necessarily exist for all those situations.

Mr. Vetterkind stated he was annoyed that the developer did it again without the City's permission.

Ms. Brown stated it seems like a common theme that the developer does what they want and comes back and asks for forgiveness if caught. She said a tree is difficult to hide in a right-of-way and there are a great deal of solar options to light up the entrance. She voiced her concern regarding the roads being the City's responsibility and if the electrical fails they will have to cut into our roads again. Ms. Wagner stated they can pull the wiring out of the conduit. Ms. Brown stated she struggles with the HOA concept. She asked how long they last because residents typically don't know who oversees their HOA.

Mr. Reinbold stated the common areas are typically the HOA's responsibility. Mayor Bierce asked what would happen if the HOA dissolved. Mr. Reinhold stated the HOA pays the WE Energies bill. If it were to dissolve the power would be turned off.

Ms. Brown noted that a Victoria Station homeowner planted trees on top of storm sewer and was told they needed to be moved.

Mr. Dziwulski noted his concern about setting a precedent.

Mr. Vetterkind asked if there was a way to get a record drawing of what is there. That way in the future the City knows what is there and will protect against future issues.

Ms. Wagner stated plantings were done at the entrance boulevards and island in the back of the Phase 2. She said the bulk is at the entrance to the subdivision. Ms. Brown asked if there is right of way within the subdivision between lots or behind lots. Ms. Wagner stated there are easements and outlots with storm sewer and a private easement with sewer laterals. She said the only right-of-way is to the west for future connections.

Discussion took place regarding planting trees and landscape plans.

Mayor Bierce noted that it will come back to Common Council to give the developer a chance to come up with an inventory.

8. Discussion and Possible Action Regarding the **Meadowbrook Farms Phase 4** Subdivision Road Rehabilitation and Related Improvements
 - 8.1 Preliminary **Resolution 22-10-36** Declaring Intent to Exercise Special Assessment Powers

Authorizing the Construction of Meadowbrook Farms Phase 4 Subdivision Repaving and Related Facilities Under Section 66.0703 Wisconsin Statutes

8.2 Comfort **Resolution 22-10-43** Declaring Official Intent to Reimburse Expenditures

Ms. Wagner noted this is a preliminary resolution which allows to assess for future roadway projects. She noted it will be constructed in 2024. Ms. Wagner said this project was two years out in 2024. She asked to pass a comfort resolution in case the City needs to borrow for the project. She noted it is currently rated a 5.

Ms. Brown asked how they get assessed since they are private roads. Ms. Wagner stated it will be similar to Green Road. She said an area assessment is done for these types of roadways. She added when there is a wide variance of land use they use area or front footage.

A motion was made and seconded (B. Dziwulski, P. Vetterkind) to approve Resolution 22-10-36 and Resolution 22-10-43. Motion Passed: 5-For, 0-Against.

9. Discussion and Possible Action Regarding the **Watertown Road** Road Rehabilitation, Drainage Improvements, Sanitary Sewer Extension, Trail Construction, Utility Improvements and Related Improvement

9.1 Preliminary **Resolution 22-10-37** Declaring Intent to Exercise Special Assessment Powers Authorizing the Construction of Watertown Road Rehabilitation, Drainage Improvements, Trail Construction, Sanitary Sewer Extension, Utility Improvements, and related facilities Under Section 66.0703 Wisconsin Statutes

9.2 Comfort **Resolution 22-10-42** Declaring Official Intent to Reimburse Expenditures

Ms. Wagner stated this is in the paving program for design in 2023 and construction in 2024. She noted it will be a reconstruction not a rehabilitation, which will allow the City to remove the spring weight limit restrictions. She noted there is development in the area and the City will be extending sanitary sewer as part of the project. Ms. Wagner stated the Bike and Pedestrian plan calls for a multi-use path to be installed and will also be done during this project. She added the comfort resolution allows for expenditures to be reimbursed.

Mr. Dziwulski asked if the bike path would run along the road. Ms. Wagner stated they have not determined exactly where the trail will land. She said they will look at that as part of the design. She noted the City's part of Watertown Road is from Springdale Road to North Avenue.

Discussion took place regarding placement of the trail and the County's plan to reconfigure the Watertown Road and North Avenue intersection.

Ms. Brown stated she was not completely on board with the service area on the map. She said it does not look like a lot of assessment area for the city to access for the sewer. She asked about the old GE complex and if it was served by sewer. Ms. Wagner noted it was sold and is served by sewer. Ms. Wagner noted sewer would service lands to the west of North Avenue up to Elmwood. Ms. Brown noted she does not want this to be a taxpayer funded project. Ms. Wagner said the only reason the City is looking at the sewer extension is because of the reconstruction of the roadway. Ms. Wagner noted the road rating is between a 4 and 5.

Mr. Dziwulski asked if the City would expand it to four lanes from Springdale Road to North Avenue. Ms. Wagner noted she does not know what the County's long-term plans are.

A brief discussion took place regarding four lane roadways.

A motion was made and seconded (P. Vetterkind, I. Clark) to approve Resolution 22-10-37 and Resolution 22-10-42. Motion Passed: 5-For, 0-Against.

10. Discussion and Possible Action Regarding **Takoma Hills Subdivision** Road Rehabilitation, Drainage Improvements, Utility Improvements and Related Facilities
 - 10.1 Preliminary Resolution **22-10-33** Declaring Intent to Exercise Special Assessment Powers Authorizing the Construction of Takoma Hills Subdivision Road Rehabilitation, Drainage Improvements, Utility Improvements and Related Facilities Under Section 66.0703 Wisconsin Statutes
 - 10.2 Comfort **Resolution 22-10-34** Declaring Official Intent to Reimburse Expenditures

Ms. Wagner noted this was another road project. She said it was talked about five years ago as part of a flood mitigation project. She said the roads are in a condition where the project cannot be delayed and will be done in 2023. Ms. Wagner stated there is a consultant doing a review of a flood project that Mr. Wirtz is working on. She said there are also utility and drainage improvements that will need to be done.

A motion was made and seconded (B. Dziwulski, I. Clark) to approve Resolution 22-10-33 and Resolution 22-10-34. Motion Passed: 5-For, 0-Against

11. Discussion and Possible Action Regarding the **Sherwood Forest Subdivisions** and **Busse Road** Pavement Rehabilitation, Drainage, Municipal Water Main Extension, Municipal Sewer Extension, and Related Facilities
 - 11.1 Preliminary **Resolution 22-10-38** Declaring Intent to Exercise Special Assessment Powers Authorizing the Construction of Sherwood Forest Subdivisions and Busse Road Pavement Rehabilitation, Drainage, Municipal Water Main Extension, Municipal Sewer Extension, and Related Facilities Under Section 66.0703 Wisconsin Statutes
 - 11.2 Comfort **Resolution 22-10-39** Declaring Official Intent to Reimburse Expenditures

Ms. Wagner noted Sherwood Forest has had some emergency overlays to hold off while the City looks for sanitary sewer alternatives. She said they are working on internal designs for the subdivision and how to best serve the area. She said the City would extend municipal water and municipal sewer to the area as part of the road project and any necessary drainage improvements. Ms. Wagner noted there is \$100,000 budgeted in 2023 for design and construction in 2024. She added the areas where the overlay was done are road rated about a 3 but reaching end of life. Otherwise the roads are rated a high 1 to 2. Ms. Wagner said a pazer reading is done every year and then a color-coded map is created. She noted she could share that with Council.

A motion was made and seconded (B. Dziwulski, I. Clark) to approve Resolution 22-10-38 and Resolution 22-10-39. Motion Passed: 5-For, 0-Against

12. Discussion and Possible Action Regarding the **Woodland Village Subdivisions** Pavement Rehabilitation, Drainage, Municipal Water Main Extension, Municipal Sewer Extension, and Related

Facilities

- 12.1 Preliminary **Resolution 22-10-40** Declaring Intent to Exercise Special Assessment Powers Authorizing the Construction of Woodland Village Subdivisions Pavement Rehabilitation, Drainage, Municipal Water Main Extension, Municipal Sewer Extension, and Related Facilities Under Section 66.0703 Wisconsin Statutes
- 12.2 Comfort **Resolution 22-10-41** Declaring Official Intent to Reimburse Expenditures

Ms. Wagner stated this is located southwest region of the community. She said the municipal sanitary sewer service is located within LPSD service district. She said the City has been working with LPSD to coordinate how it would be served. Ms. Wagner noted this is a road project and will also need drainage improvements done. She said there is money for design in the 2023 budget and noted bringing water to the area is not definite.

Ms. Brown said the roads are terrible and she has waited for over 45 years for them to be repaired. She doesn't want the project delayed due to LPSD being in the middle of an overview of their water system and because the City is so intent on getting water to the area.

Ms. Wagner noted there will be alternatives as to how the City can moved forward with water service.

A motion was made and seconded (Vetterkind, Dziwulski) to approve Resolution 22-10-40 and Resolution 22-10-41. Motion Passed: 5-For, 0-Against.

13. Discussion and Possible Action Regarding the Preliminary **Resolution 22-10-35** Declaring Intent to Exercise Special Assessment Powers Authorizing the Construction of **Meadowbrook Farms Phase 3** Subdivision Road Rehabilitation and Related Improvements under Section 66.0703 Wisconsin Statutes

Ms. Wagner noted Phase 3 will be constructed in 2023. She said the speed humps that were installed may be a challenge to reinstall or cut around. Ms. Wagner expects requests for more speed humps. She said Lieutenant Moonen did a speed study and the traffic count has tripled since the apartments went in. Ms. Wagner noted this project was borrowed for so there is only a preliminary resolution for this project.

A motion was made and seconded (P. Vetterkind, R. Reinbold) to approve Resolution 22-10-35. Motion Passed: 5-For, 0-Against.

14. Discussion Regarding Strategic Priorities from the 2019-2024 Strategic Plan; Specifically, the Following Goals:
 - 14.1 Fully Develop and Implement Engagement Activities with the Common Council.
 - 14.2 Proactively Engage, Inform and Build Relationships with City Residents and Businesses.

Mr. Klein stated this came up when the strategic plan upgrade was done in 2019. He said people desired more interaction with the Council and to do more with the public. He noted what is being proposed is a 1/2-time position. Mr. Klein asked how much interest there is, what is being heard from citizens and if there was anything more needed from staff to engage with Council.

Mr. Dziwulski stated staff has been very responsive. He doesn't want to add something that doesn't make a lot of sense. He noted there is a way for people to learn things, but they don't want to.

Ms. Brown said she has never felt stifled by staff, always gets a phone call back and feels comfortable reaching out. She said when engaging relationships with residents she feels they come out of the blue. She lets them know that everything is online, and it is not Council's job to keep them informed that things are happening. She said the only thing she would like to change is the assessment policy. Ms. Wagner noted there is a minimum ten-day notice. Ms. Tarczewski noted major projects are included in the tax letter and Ms. Wagner stated Water and Sewer sends out a newsletter twice a year.

Mr. Clark stated he has residents who have limited internet access or are unfamiliar with internet usage and have inquired about resuming printed notices and meeting minutes. Ms. Tarczewski noted that minutes are in the newspaper.

Mr. Dziwulski feels things have been done as part of the Strategic Plan. Ms. Brown also felt things have been done and feels Council is engaging the public. She would agree to add those things to the Strategic Plan.

15. Notification that the 2023 Budget Public Hearing will be held on Monday, November 7, 2022

Mr. Klein stated the public hearing for the 2023 budget will be held on Monday, November 7, 2022.

16. Public Comment - None.

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)(c): Considering employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility specifically related to employee compensation for 2023.

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.

A motion was made and seconded (C. Brown, R. Reinbold) to go into closed session at 8:07 p.m. Motion Passed Via Roll Call Vote: 5-For, 0-Against.

18. Adjournment

A motion was made and seconded (B. Dziwulski, I. Clark) to adjourn the meeting from closed session at 8:37 p.m. Motion Passed: 5-For, 0-Against.

Respectfully Submitted,

Kelly Tarczewski
Clerk/Treasurer

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

DATE: December 5, 2022

DEPARTMENT: Administration

PROVIDED BY:

SUBJECT:

Discussion with Sergeant Twelmeyer from the Village of Pewaukee Police Department Regarding the Needs of the Lake Patrol and Possible Action to Fund and Authorize the Purchase of an Utility Terrain Vehicle (UTV) [Alderman Clark]

BACKGROUND:

FINANCIAL IMPACT:

RECOMMENDED MOTION:

ATTACHMENTS:

Description

Village Memo Regarding ATV



TO: City of Pewaukee

FROM: Sergeant Lucas G. Twelmeyer

REF: Potential UTV Purchase

It is the Pewaukee Lake Patrol's intention to replace the current ATVs with 1 (one) UTV. The ATVs are well past their operational life expectancy, and the maintenance costs are no longer equitable for the respective agencies. As it stands the current ATVs have an estimated trade in value as detailed below:

Trade in Quote

- (Town of Delafield) Honda \$2,000.00
- (City of Pewaukee) Suzuki \$1,500.00
- (Village of Pewaukee) traded in 2015 for a payment of \$1,555.00 which was placed in Lake Patrol "Capital Account" for usage (see attached memos, meeting minutes, and budget statements). This action was in accordance with the Intergovernmental Cooperation Agreement between the Village of Pewaukee, City of Pewaukee, and the Town of Delafield regarding the Pewaukee Lake Water Safety Patrol Unit – Section P

The potential purchase is a Can-Am Defender XT HD9. This particular UTV is priced at \$19,913, with an anticipated upfit cost of \$2,000.

There are potentially two funding plans that could be utilized to achieve this purchase with equitability for the three member agencies:

Option A	Option B
UTV \$21,913.00	UTV \$21,913.00
Budget surplus (\$16,000.00)	Budget surplus (\$14,445.00) (reduced by 2015 Village ATV trade-in)
Adjusted UTV cost \$5,913.00	Adjusted UTV cost \$7,468.00
City contribution (43%) \$2,542.59	T/Delafield ATV trade-in (\$2,000.00 est.)
Town contribution (43%) \$2,542.59	Adjusted UTV cost \$5,468.00
Village contribution (14%) \$827.82	C/Pewaukee ATV trade-in (\$1,500.00 est.)
	Adjusted UTV cost \$3,968.00
	City contribution (43%) \$1,706.24
	Town contribution (43%) \$1,706.24
	Village contribution (14%) \$555.52



*Pewaukee
Lake*

POLICE

While “Option B” provides for lower contributions by each municipality, one must account for the “Trade In” values for the City of Pewaukee and Town of Delafield ATVs are estimates at this time in comparison to the actual monetary contribution by the Village in 2015 for the benefit of all participating municipalities.

“Option A” has a slightly higher contribution amount by each municipality, but there is no unknown due to potential change in the “Trade In” payment. Any monies generated from current ATVs would be placed in Lake Patrol “Capital Account” for usage (past practice established by prior Lake Patrol Advisory Committee decisions/actions, and agreed to by prior respective community boards/councils in accordance with the Intergovernmental Cooperation Agreement).

Recommendation is to purchase UTV utilizing “Option A” at this time.

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

DATE: December 5, 2022

DEPARTMENT: Planning

PROVIDED BY: Nick Fuchs

SUBJECT:

Discussion and Possible Action Regarding a Request by Interstate Partners to Remove Weight Limit Restrictions Along Green Road Between Redford Boulevard (Highway F) and Duplainville Road [Wagner]

BACKGROUND:

At the October 20th Plan Commission and November 7th Common Council meetings, the applicant received the necessary approvals to rezone property along Green Road and construct an approximately 116,000 square foot industrial building.

Currently, when weight limits are in place, trucks exceeding 6-tons must utilize Duplainville Road for entering and exiting the site. The property owner is requesting to remove that restriction to allow trucks to also proceed west to the ramp leading to Highway F.

The applicant has provided a letter making this request as well as a plan illustrating truck movements from their site to Highway F.

It can be noted that the two properties to the west, totaling approximately 7.8 acres are also designated as Manufacturing/Fabrication/Warehousing on the City's Year 2050 Land Use/Transportation Plan map.

FINANCIAL IMPACT:

RECOMMENDED MOTION:

Recommendation to remove weight limit restrictions along Green Road between Duplainville Road and the Highway F ramp, subject to the applicant completing road improvements as recommended by the Engineering Department to better accommodate truck movements.

ATTACHMENTS:

Description

Green Road Weight Limit Release Request

Green Road-HWY F Truck Turning Exhibit



Interstate Partners LLC

N16 W23217 Stone Ridge Drive • Suite 120 • Waukesha, WI 53188 • Tel: 262.506.1000 • Fax: 262.506.1001 • interstatepartners.com

October 18, 2022

City of Pewaukee
W240 N3065 Pewaukee Road
Pewaukee, WI 53072

RE: IP Green Road – New Building Request

To Common Council Members:

Interstate Partners (IP Green Road LLC) is proposing a development consisting of one building totaling approximately 116,000 square feet of commercial / light industrial / distribution space (please see attached site plan). The request is also for approval of a proposed CSM and rezoning of the land from M-6 to M-2, and another portion of the site from RS-3 to M-2.

The proposed building is on Green Road, which has a 6-ton weight limit from Highway 164 to Duplainville Road. If the building were to be constructed, it is believed the potential tenant(s) would have trucks associated with their business operations that would need to travel on Green Road. We are requesting the Common Council consider lifting the weight restriction for the 0.5 mile stretch of Green Road from Duplainville Road to the onramp on the north side of Green Road to Highway F. All trucks would be directed by signage not to travel further west on Green Road than Highway F.

A portion of the subject site is already zoned M-6, and allowing some truck traffic on a section of Green Road would be essential to any business operating out of this location, or adjacent sites in the future.

Please feel free to contact me with any questions or comments.

Thank you for consideration of this matter.

Sincerely,

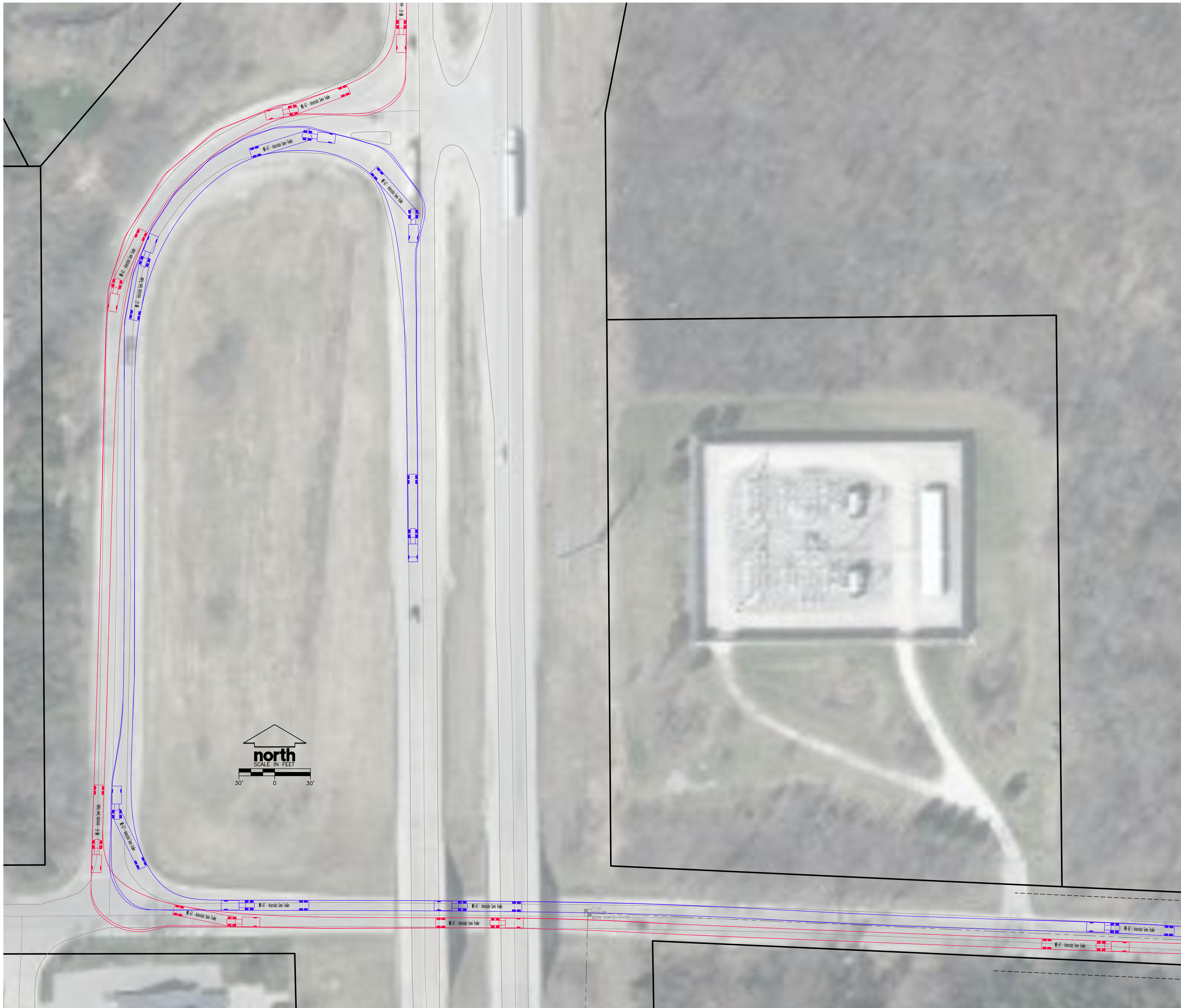
Caroline Brzezinski
Vice President, Interstate Partners
262-506-6204
cb@interstatepartners.com

File: R2020101507058 Green Tridings\1527058 Redford-Green TRUCK TURN.dwg Layout: EXHIBIT User: amara Plotter: Nov 16, 2022 2:28pm Xref's:



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MILWAUKEE REGIONAL OFFICE
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WAUKESHA, WISCONSIN 53188
P. 262.513.0666



CLIENT ADDRESS:
N16 W23217 STONERIDGE DR.
WAUKESHA, WI 53188

PROJECT:
GREEN ROAD INDUSTRIAL BUILDING

PROJECT LOCATION:
CITY OF PEWAUKEE, WI
WAUKESHA COUNTY

PLAN MODIFICATIONS:

#	Date:	Description:
1	11-16-2022	CITY COMMENTS
2		
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Designed By: APM 10-10-2022
Reviewed By: RW 10-10-2022
Approved By: RW 10-10-2022

SHEET TITLE:
**GREEN ROAD RAMP
WB-67 TRUCK TURNING
TEMPLATE**

SHEET NUMBER:
EXHIBIT

JSD PROJECT NO: 15-7058

THESE PLANS AND DESIGNS ARE COPYRIGHT PROTECTED AND MAY NOT BE USED IN WHOLE OR IN PART WITHOUT THE WRITTEN CONSENT OF JSD PROFESSIONAL SERVICES, INC.

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

DATE: December 5, 2022

DEPARTMENT: Public Works

PROVIDED BY: Magdelene Wagner

SUBJECT:

Discussion and Possible Action to Approve **Ordinance 22-25** Related to Chapter 5 Traffic specifically Speed Limits on Northview Road (*First Reading*) [Wagner]

BACKGROUND:

Staff brought the speed limit along Northview Road to our attention. While working along the roadway, it was noted that with the additional traffic from the new subdivisions developed, that 45 mph seems excessive.

Northview Road currently is 45 mph from Hilltop Drive westerly to the City limits, and 35 mph from Waukesha City Limits westerly to Hilltop Drive (see map).

The previous speed limit change was set at Hilltop Drive likely due to the more rural character of the land west of Hilltop Drive. Since then, Cloverland Farms has been developed with one major intersection added to Northview road. In addition, 7 additional lots, all with driveways directly connected to Northview Road, have been added.

Geometrically there is a bend on Northview Road just west of Hilltop Drive which makes it difficult to see oncoming traffic. Our field staff was completing work in this location and was nearly struck multiple times due to the lack of sight distance. These near miss incidences have increased since the addition of the new development along this corridor.

Traffic counts indicate this roadway averages approximately 1,800 average daily traffic.

The Sheriff Department also completed a speed study this past September and you can see the attached studies.

Staff is recommending reducing the speed limit west of Hilltop Drive from 45 mph to 35 mph.

FINANCIAL IMPACT:

RECOMMENDED MOTION:

Common Council adopt the ordinance resolution reducing the speed limit on Northview Road from 45 mph to 35 mph from Hilltop Drive westerly to City Limits.

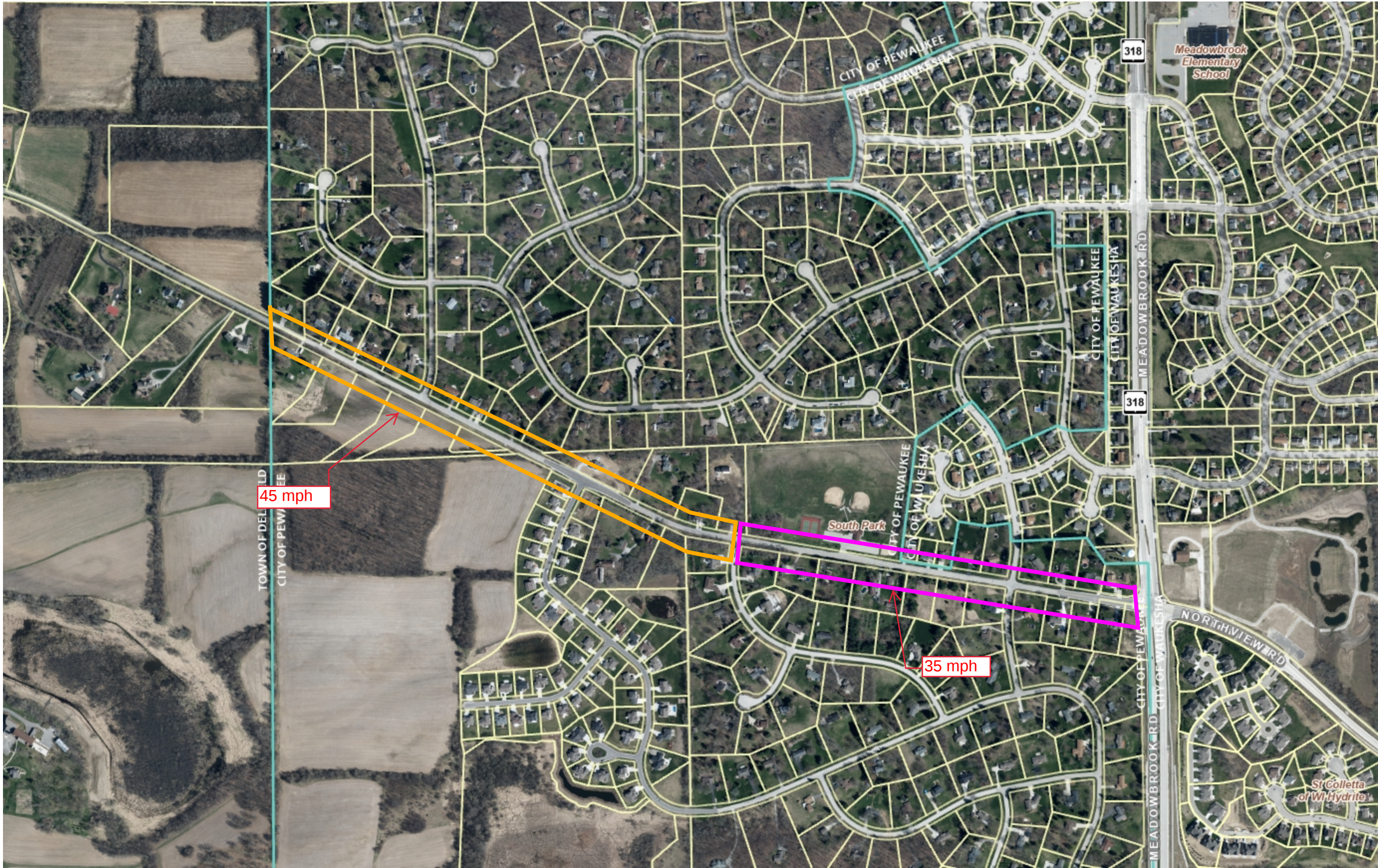
ATTACHMENTS:

Description

Speed Limits

Legend

- Municipal Boundary_2K
- Parcel_Dimension_2K
- Note_Text_2K
- Lots_2K
 - Lot
 - Unit
 - General Common Element
 - Outlot
- SimultaneousConveyance_2K
 - Assessor Plat
 - CSM
 - Condominium
 - Subdivision
- Cartoline_2K
 - EA-Easement_Line
 - PL-DA
 - PL-Extended_Tie_line
 - PL-Meander_Line
 - PL-Note
 - PL-Tie
 - PL-Tie_Line
 - <all other values>
- Railroad_2K



Notes

Legend

- Municipal Boundary_2K
- Parcel_Dimension_2K
- Note_Text_2K
- Lots_2K
 - Lot
 - Unit
 - General Common Element
 - Outlot
- SimultaneousConveyance_2K
 - Assessor Plat
 - CSM
 - Condominium
 - Subdivision
- Cartoline_2K
 - EA-Easement_Line
 - PL-DA
 - PL-Extended_Tie_line
 - PL-Meander_Line
 - PL-Note
 - PL-Tie
 - PL-Tie_Line
 - <all other values>
- Railroad_2K



0 548.03 Feet

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

Notes

**Waukesha County Sheriff
City of Pewaukee
Pewaukee, WI**

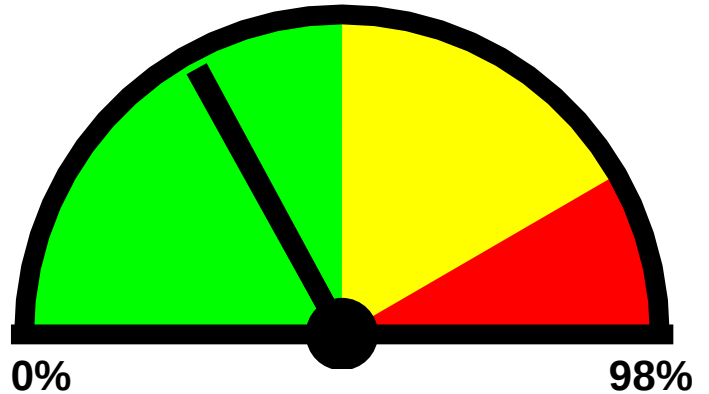
Speed Enforcement Evaluator

Location:
NORTHVIEW RD

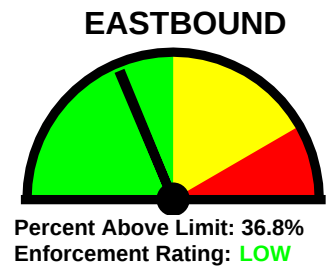
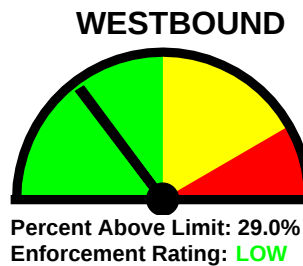
**Total Percentage of
Enforceable Violations**

Closest Cross Street:
HILLTOP DR (W27300)

Analysis Dates:
Thursday, September 08, 2022
Thursday, September 15, 2022



Posted Speed Limit: 35 MPH
Enforcement Tolerance: 5 MPH
Enforcement Limit: 41 MPH & Up
Percentage Above Limit: 33.4%
Enforcement Rating: **LOW**



Combined

1-10	11-15	16-20	21-25	26-30	31-35	36-40	41-45	46-50	51-55	56-60	61-65	66-70	>70
113	1476	1398	581	454	2384	5882	4351	1460	290	61	8	1	0

85 percentile = 43

WESTBOUND

1-10	11-15	16-20	21-25	26-30	31-35	36-40	41-45	46-50	51-55	56-60	61-65	66-70	>70
4	22	150	151	233	1604	3424	1792	394	72	16	2	1	0

85 percentile = 42

EASTBOUND

1-10	11-15	16-20	21-25	26-30	31-35	36-40	41-45	46-50	51-55	56-60	61-65	66-70	>70
109	1454	1248	430	221	780	2458	2559	1066	218	45	6	0	0

85 percentile = 44

Waukesha County Sheriff
City of Pewaukee
Pewaukee, WI

NORTHVIEW RD

WESTBOUND															Total
Date\Speed	1-10	11-15	16-20	21-25	26-30	31-35	36-40	41-45	46-50	51-55	56-60	61-65	66-70	>70	
9/8/2022	0	1	0	1	1	16	29	12	4	0	0	0	0	0	64
12:54	0	0	0	1	3	14	29	13	0	0	0	1	0	0	61
13:54	0	0	4	3	1	18	40	8	2	1	0	0	0	0	77
14:54	1	0	1	1	6	22	45	21	4	1	1	0	0	0	103
15:54	1	1	4	4	10	36	32	15	4	0	0	0	0	0	107
16:54	0	2	2	3	1	24	41	31	7	2	0	0	0	0	113
17:54	0	0	4	1	1	29	35	13	2	1	1	0	0	0	87
18:54	0	0	2	2	1	17	33	10	1	0	0	0	0	0	66
19:54	0	0	0	1	2	10	14	8	1	0	0	0	0	0	36
20:54	0	0	0	0	2	2	13	8	0	0	0	0	0	0	25
21:54	0	0	0	2	0	1	6	1	1	1	0	0	0	0	12
22:54	0	0	0	1	1	0	2	2	1	0	0	0	0	0	7
23:54	0	0	0	0	0	0	2	1	0	0	0	0	0	0	3
Day Total	2	4	17	20	29	189	321	143	27	6	2	1	0	0	761
9/9/2022	0	0	0	0	0	1	0	1	0	1	0	0	0	0	3
01:54	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
02:54	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
03:54	0	0	0	0	1	1	2	2	0	0	0	0	0	0	6
04:54	0	0	0	0	0	2	5	3	0	3	0	0	0	0	13
05:54	1	1	0	4	3	7	7	4	3	1	1	0	0	0	32
06:54	0	3	3	0	2	17	24	11	2	1	0	0	0	0	63
07:54	0	1	1	0	5	25	48	21	3	1	0	0	0	0	105
08:54	0	1	1	2	8	17	17	9	3	0	0	0	0	0	58
09:54	0	0	1	1	6	20	27	7	1	0	0	0	0	0	63
10:54	0	0	6	9	4	15	29	8	3	1	0	0	0	0	75
11:54	0	0	5	4	2	18	31	8	3	0	0	0	0	0	71
12:54	0	0	1	1	1	22	33	11	3	0	1	0	0	0	73
13:54	0	1	0	3	4	19	21	11	6	0	0	0	0	0	65
14:54	0	0	2	3	3	22	40	21	4	1	0	0	0	0	96
15:54	0	0	11	9	3	23	60	34	4	1	1	0	0	0	146
16:54	0	0	6	8	0	22	68	26	5	1	1	0	0	0	137
17:54	0	0	0	0	0	13	43	18	7	1	0	0	0	0	82
18:54	0	0	0	1	3	13	21	11	2	0	0	0	0	0	51
19:54	0	0	1	0	0	6	20	4	2	0	0	0	0	0	33
20:54	0	0	1	0	0	2	13	3	2	0	0	0	0	0	21
21:54	0	0	0	3	2	6	6	5	1	0	0	0	0	0	23
22:54	0	0	0	0	2	2	4	1	0	0	0	0	0	0	9
23:54	0	0	0	0	0	1	1	2	1	0	0	0	0	0	5
Day Total	1	7	39	48	49	274	520	221	55	12	4	0	0	0	1230

Waukesha County Sheriff
City of Pewaukee
Pewaukee, WI

NORTHVIEW RD

WESTBOUND															Total
Date\Speed	1-10	11-15	16-20	21-25	26-30	31-35	36-40	41-45	46-50	51-55	56-60	61-65	66-70	>70	Total
9/10/2022	0	0	0	0	0	1	1	2	0	0	0	0	0	0	4
01:54	0	0	0	0	0	0	1	0	0	0	0	0	0	0	1
02:54	0	0	0	0	0	0	1	0	0	0	0	0	0	0	1
03:54	0	0	0	0	0	0	1	0	0	0	0	0	0	0	1
04:54	0	0	0	0	0	1	2	0	0	0	0	0	0	0	3
05:54	0	0	0	0	0	2	5	3	0	0	0	0	0	0	10
06:54	0	0	0	0	2	3	8	3	2	2	0	0	0	0	20
07:54	0	1	0	0	1	7	14	8	0	1	0	0	0	0	32
08:54	0	0	0	1	0	7	28	15	1	0	0	0	0	0	52
09:54	0	0	2	1	3	18	34	21	0	0	0	0	0	0	79
10:54	0	1	5	1	4	12	41	17	2	0	0	0	0	0	83
11:54	0	2	6	5	2	16	30	21	3	1	1	0	0	0	87
12:54	0	0	4	2	1	13	39	23	1	2	0	0	0	0	85
13:54	0	1	2	0	2	15	33	20	3	0	0	0	0	0	76
14:54	0	0	2	0	2	17	38	28	3	2	0	0	0	0	92
15:54	0	0	3	3	2	15	29	19	2	0	0	0	0	0	73
16:54	0	0	0	0	3	12	38	20	5	1	0	1	0	0	80
17:54	0	0	0	0	2	14	22	13	2	1	0	0	0	0	54
18:54	0	0	0	0	1	7	29	13	2	0	0	0	0	0	52
19:54	0	0	1	0	3	3	22	4	2	0	0	0	0	0	35
20:54	0	0	1	0	0	8	9	5	2	0	0	0	0	0	25
21:54	0	0	0	0	0	5	11	4	0	0	0	0	0	0	20
22:54	0	0	0	0	1	1	3	1	2	0	0	0	0	0	8
23:54	0	0	1	0	0	4	3	0	0	0	0	0	0	0	8
Day Total	0	5	27	13	29	181	442	240	32	10	1	1	0	0	981

9/11/2022	0	0	0	0	1	1	4	1	1	0	0	0	0	0	8
01:54	0	0	0	0	0	0	1	0	0	0	0	0	0	0	1
02:54	0	0	0	0	0	1	0	0	0	0	0	0	0	0	1
03:54	0	0	0	0	0	1	0	0	0	0	0	0	0	0	1
04:54	0	0	0	0	0	0	0	1	0	0	0	0	0	0	1
05:54	0	0	0	0	0	1	1	1	0	0	0	0	0	0	3
06:54	0	0	0	0	0	4	6	4	1	0	0	0	0	0	15
07:54	0	0	0	1	0	5	7	3	1	1	0	0	0	0	18
08:54	0	0	0	0	0	6	13	7	2	0	0	0	0	0	28
09:54	0	0	3	2	3	18	20	14	4	0	0	0	0	0	64
10:54	0	0	4	2	1	9	29	14	7	0	0	0	0	0	66
11:54	0	0	4	1	2	17	36	11	4	0	0	0	0	0	75
12:54	0	0	1	0	0	10	25	16	1	0	0	0	0	0	53
13:54	0	0	1	0	3	24	30	10	1	2	0	0	0	0	71
14:54	0	0	2	0	0	11	22	12	1	0	0	0	0	0	48
15:54	0	0	0	0	0	6	23	6	2	0	0	0	0	0	37
16:54	0	0	0	0	2	5	14	10	2	1	0	0	0	0	34
17:54	0	0	0	0	2	7	19	11	5	0	0	0	0	0	44
18:54	0	0	1	0	2	7	16	4	2	0	0	0	0	0	32
19:54	0	0	0	2	3	3	7	3	1	0	0	0	0	0	19
20:54	0	0	0	1	1	7	3	1	0	0	0	0	0	0	13
21:54	0	0	1	0	0	1	2	1	0	0	0	0	0	0	5
22:54	0	0	0	0	1	1	2	1	0	0	0	0	0	0	5
23:54	0	0	0	0	1	0	0	1	0	0	0	0	0	0	2
Day Total	0	0	17	9	22	145	280	132	35	4	0	0	0	0	644

Waukesha County Sheriff
City of Pewaukee
Pewaukee, WI

NORTHVIEW RD

WESTBOUND															Total
Date\Speed	1-10	11-15	16-20	21-25	26-30	31-35	36-40	41-45	46-50	51-55	56-60	61-65	66-70	>70	Total
9/12/2022	1	0	0	1	0	0	0	0	0	0	0	0	0	0	2
01:54	0	0	0	0	1	0	0	0	0	0	0	0	0	0	1
02:54	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
03:54	0	0	0	0	0	1	1	0	0	0	0	0	0	0	2
04:54	0	0	0	1	0	3	5	1	1	0	0	0	0	0	11
05:54	0	0	0	0	0	4	5	14	2	2	0	0	0	0	27
06:54	0	0	3	1	1	5	20	16	3	0	0	0	0	0	49
07:54	0	0	2	2	6	17	48	21	4	0	0	0	0	0	100
08:54	0	0	1	0	2	18	36	28	6	1	0	0	0	0	92
09:54	0	0	3	2	3	10	24	15	4	0	0	0	0	0	61
10:54	0	0	0	0	0	15	37	17	3	2	0	0	0	0	74
11:54	0	0	0	1	1	19	39	30	6	3	0	0	0	0	99
12:54	0	0	1	0	3	29	34	19	6	0	1	0	0	0	93
13:54	0	0	0	1	1	20	33	19	4	0	0	0	0	0	78
14:54	0	0	1	3	3	23	45	30	5	2	0	0	0	0	112
15:54	0	0	0	2	3	22	60	39	5	3	0	0	0	0	134
16:54	0	1	1	2	0	32	57	32	8	0	0	0	0	0	133
17:54	0	0	0	0	1	19	51	27	3	0	0	0	0	0	101
18:54	0	0	0	2	3	8	26	15	2	1	0	0	0	0	57
19:54	0	0	0	1	4	10	22	8	0	0	0	0	0	0	45
20:54	0	1	0	0	2	8	6	3	1	0	0	0	0	0	21
21:54	0	0	0	0	0	3	7	3	1	0	0	0	0	0	14
22:54	0	0	0	1	0	2	5	0	0	1	0	0	0	0	9
23:54	0	0	0	0	0	1	1	1	0	0	0	0	0	0	3
Day Total	1	2	12	20	34	269	562	338	64	15	1	0	0	0	1318

9/13/2022	0	0	0	0	0	0	0	1	0	0	0	0	0	0	1
01:54	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
02:54	0	0	0	0	0	0	0	1	0	1	0	0	0	0	2
03:54	0	0	0	0	1	1	3	0	0	0	0	0	0	0	5
04:54	0	0	0	0	0	1	2	5	1	0	0	0	0	0	9
05:54	0	0	0	0	0	3	12	4	3	0	0	0	0	0	22
06:54	0	0	3	0	0	5	24	12	3	0	1	0	0	0	48
07:54	0	0	0	1	1	9	38	29	12	1	0	0	0	0	91
08:54	0	0	1	0	2	10	34	20	5	1	0	0	0	0	73
09:54	0	0	0	0	1	12	29	12	1	1	0	0	0	0	56
10:54	0	0	1	1	0	16	26	11	1	1	0	0	0	0	57
11:54	0	0	0	1	2	15	38	18	4	0	0	0	0	0	78
12:54	0	0	1	1	0	20	35	11	1	0	0	0	0	0	69
13:54	0	0	1	0	2	14	29	14	1	0	0	0	0	0	61
14:54	0	0	0	5	4	18	46	15	3	0	0	0	0	0	91
15:54	0	0	0	1	0	25	44	28	6	1	0	0	0	0	105
16:54	0	0	1	0	1	11	66	31	8	0	0	0	1	0	119
17:54	0	0	7	5	2	13	44	36	5	1	2	0	0	0	115
18:54	0	0	2	1	2	8	35	14	4	0	0	0	0	0	66
19:54	0	0	1	1	3	22	26	13	1	0	0	0	0	0	67
20:54	0	0	0	0	2	12	8	10	1	1	0	0	0	0	34
21:54	0	0	0	2	0	2	6	2	0	0	0	0	0	0	12
22:54	0	0	0	2	0	0	3	2	0	0	0	0	0	0	7
23:54	0	0	0	0	0	2	3	2	0	0	0	0	0	0	7
Day Total	0	0	18	21	23	219	552	290	61	7	3	0	1	0	1195

Waukesha County Sheriff
City of Pewaukee
Pewaukee, WI

NORTHVIEW RD

WESTBOUND															Total
Date\Speed	1-10	11-15	16-20	21-25	26-30	31-35	36-40	41-45	46-50	51-55	56-60	61-65	66-70	>70	Total
9/14/2022	0	0	0	0	0	0	0	1	0	0	0	0	0	0	1
01:54	0	0	0	0	0	0	1	0	0	0	0	0	0	0	1
02:54	0	0	0	0	0	2	0	0	0	0	0	0	0	0	2
03:54	0	0	0	0	0	2	2	0	0	0	0	0	0	0	4
04:54	0	0	0	0	0	1	4	2	2	1	1	0	0	0	11
05:54	0	0	0	0	0	1	7	4	3	1	1	0	0	0	17
06:54	0	0	0	0	0	10	23	13	6	1	1	0	0	0	54
07:54	0	0	0	2	4	14	41	20	7	2	0	0	0	0	90
08:54	0	0	0	0	1	10	33	20	8	1	0	0	0	0	73
09:54	0	0	0	0	1	10	18	22	2	1	0	0	0	0	54
10:54	0	0	2	0	0	8	32	12	5	0	0	0	0	0	59
11:54	0	0	0	0	1	12	35	20	1	1	0	0	0	0	70
12:54	0	0	1	2	7	7	28	16	3	1	0	0	0	0	65
13:54	0	0	1	3	1	14	19	22	6	0	0	0	0	0	66
14:54	0	0	0	2	1	13	34	13	7	0	0	0	0	0	70
15:54	0	0	1	0	3	12	45	21	10	0	0	0	0	0	92
16:54	0	0	1	0	0	20	53	29	7	2	0	0	0	0	112
17:54	0	0	0	0	2	18	58	25	8	2	0	0	0	0	113
18:54	0	0	1	1	1	23	22	18	6	0	0	0	0	0	72
19:54	0	0	0	1	2	11	25	13	2	0	0	0	0	0	54
20:54	0	0	0	0	0	9	15	5	0	0	0	0	0	0	29
21:54	0	0	1	0	1	5	4	4	0	0	0	0	0	0	15
22:54	0	0	0	1	0	0	6	4	1	0	0	0	0	0	12
23:54	0	0	0	0	0	0	1	0	0	0	0	0	0	0	1
Day Total	0	0	8	12	25	202	506	284	84	13	3	0	0	0	1137
9/15/2022	0	0	0	0	0	0	2	1	0	0	0	0	0	0	3
01:54	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
02:54	0	0	0	0	0	0	0	1	0	0	0	0	0	0	1
03:54	0	0	0	0	0	0	1	0	0	0	0	0	0	0	1
04:54	0	0	0	0	0	0	5	1	0	1	1	0	0	0	8
05:54	0	0	0	0	0	2	5	3	5	0	0	0	0	0	15
06:54	0	0	2	1	2	7	15	11	4	0	0	0	0	0	42
07:54	0	0	1	1	0	13	30	30	7	1	0	0	0	0	83
08:54	0	1	1	2	2	13	30	35	8	1	0	0	0	0	93
09:54	0	0	1	1	5	12	33	14	0	1	0	0	0	0	67
10:54	0	0	3	0	1	20	22	18	2	0	0	0	0	0	66
11:54	0	1	0	1	5	20	36	8	2	0	1	0	0	0	74
12:54	0	0	2	0	0	18	28	13	5	1	0	0	0	0	67
13:54	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Day Total	0	2	10	6	15	105	208	134	33	5	2	0	0	0	520
WESTBOU ND Total	4	20	148	149	226	1584	3391	1782	391	72	16	2	1	0	7786

85 percentile = 42

Waukesha County Sheriff
City of Pewaukee
Pewaukee, WI

NORTHVIEW RD

EASTBOUND															Total
Date\Speed	1-10	11-15	16-20	21-25	26-30	31-35	36-40	41-45	46-50	51-55	56-60	61-65	66-70	>70	
9/8/2022	0	0	0	0	1	2	24	36	12	1	0	0	0	0	76
12:54	0	0	1	1	0	4	27	22	7	0	1	1	0	0	64
13:54	0	0	0	2	0	6	22	25	9	1	0	0	0	0	65
14:54	0	0	0	0	2	10	36	39	10	1	1	0	0	0	99
15:54	0	1	2	9	5	20	40	28	10	0	0	0	0	0	115
16:54	0	1	2	2	3	8	30	37	22	0	0	1	0	0	106
17:54	0	0	2	7	2	6	21	21	11	1	0	0	0	0	71
18:54	0	0	2	3	3	12	18	18	4	0	0	0	0	0	60
19:54	0	0	0	1	1	8	14	12	5	2	1	0	0	0	44
20:54	0	0	0	0	0	2	8	4	1	1	0	0	0	0	16
21:54	0	0	0	1	0	3	4	5	1	0	0	0	0	0	14
22:54	0	0	0	0	0	0	1	1	0	0	0	0	0	0	2
23:54	0	0	0	0	0	0	0	0	1	1	1	0	0	0	3
Day Total	0	2	9	26	17	81	245	248	93	8	4	2	0	0	735

9/9/2022	0	0	0	0	0	0	0	0	0	2	0	0	0	0	2
01:54	0	0	0	0	0	0	1	0	0	0	0	0	0	0	1
02:54	0	0	0	0	0	0	0	2	0	0	0	0	0	0	2
03:54	0	0	0	0	1	0	0	2	2	0	0	0	0	0	5
04:54	0	0	0	2	0	2	9	3	2	1	0	0	0	0	19
05:54	0	0	1	0	0	6	18	10	3	1	0	0	0	0	39
06:54	0	1	3	4	1	13	33	26	6	1	1	0	0	0	89
07:54	0	1	0	0	3	8	33	30	14	2	0	0	0	0	91
08:54	0	1	0	1	2	3	26	18	7	1	0	0	0	0	59
09:54	0	0	0	2	0	10	21	23	11	1	0	0	0	0	68
10:54	0	0	2	5	4	3	21	15	10	3	0	0	0	0	63
11:54	0	0	1	5	8	5	25	17	12	2	0	0	0	0	75
12:54	0	0	4	7	3	7	27	27	5	2	0	0	0	0	82
13:54	0	0	1	2	1	7	22	28	6	1	1	0	0	0	69
14:54	0	0	0	1	1	9	46	39	14	4	0	0	0	0	114
15:54	0	0	0	6	6	7	42	35	18	3	1	1	0	0	119
16:54	0	0	0	0	1	11	31	36	16	7	2	0	0	0	104
17:54	0	0	2	15	6	8	27	33	8	2	1	0	0	0	102
18:54	0	0	0	1	1	12	18	28	3	0	2	0	0	0	65
19:54	0	0	1	0	0	1	12	9	11	4	1	0	0	0	39
20:54	0	0	0	2	3	5	10	17	3	1	1	0	0	0	42
21:54	0	0	0	1	0	4	7	11	3	0	0	0	0	0	26
22:54	0	0	0	0	0	0	6	2	1	1	0	0	0	0	10
23:54	0	0	0	0	0	1	2	3	0	0	0	0	0	0	6
Day Total	0	3	15	54	41	122	437	414	155	39	10	1	0	0	1291

Waukesha County Sheriff
City of Pewaukee
Pewaukee, WI

NORTHVIEW RD

EASTBOUND															Total
Date\Speed	1-10	11-15	16-20	21-25	26-30	31-35	36-40	41-45	46-50	51-55	56-60	61-65	66-70	>70	Total
9/10/2022	0	0	0	0	0	0	0	3	0	0	0	0	0	0	3
01:54	0	0	0	0	2	0	0	1	0	0	0	0	0	0	3
02:54	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
03:54	0	0	0	0	0	0	1	0	0	1	0	0	0	0	2
04:54	0	0	0	0	0	0	2	0	0	0	1	0	0	0	3
05:54	0	0	0	1	1	1	4	4	0	0	0	0	0	0	11
06:54	0	0	0	0	0	3	6	7	6	3	0	0	0	0	25
07:54	0	0	0	2	2	3	12	16	12	0	1	0	0	0	48
08:54	0	0	0	1	0	6	16	20	7	3	1	0	0	0	54
09:54	0	0	0	0	1	5	20	32	13	1	0	0	0	0	72
10:54	0	0	0	0	6	6	19	26	14	1	0	0	0	0	72
11:54	0	0	0	0	3	6	14	25	7	5	2	0	0	0	62
12:54	0	0	2	4	3	2	18	23	14	2	1	0	0	0	69
13:54	0	0	3	7	2	5	18	18	16	4	0	0	0	0	73
14:54	0	0	1	7	3	3	22	22	9	1	0	0	0	0	68
15:54	0	0	0	3	1	5	26	26	10	4	0	0	0	0	75
16:54	0	0	0	0	1	8	28	29	9	3	0	0	0	0	78
17:54	0	1	0	0	2	4	24	16	6	4	0	0	0	0	57
18:54	0	0	0	0	3	5	13	14	5	1	0	0	0	0	41
19:54	0	0	0	0	2	4	16	21	7	0	0	0	0	0	50
20:54	0	0	1	2	0	5	13	8	3	1	0	0	0	0	33
21:54	0	0	0	0	2	3	5	8	5	1	0	0	0	0	24
22:54	0	0	0	0	1	1	7	2	5	0	0	0	0	0	16
23:54	0	0	0	1	3	2	4	2	0	0	0	0	0	0	12
Day Total	0	1	7	28	38	77	288	323	148	35	6	0	0	0	951

9/11/2022	0	0	0	0	0	0	2	2	0	0	0	0	0	0	4
01:54	0	0	0	0	0	0	2	0	0	0	0	0	0	0	2
02:54	0	14	1	0	0	0	0	0	1	0	0	0	0	0	16
03:54	16	95	6	0	1	1	0	2	0	0	0	0	0	0	121
04:54	8	52	13	1	0	0	0	0	0	0	0	0	0	0	74
05:54	3	21	1	0	1	0	3	0	0	0	0	0	0	0	29
06:54	10	70	7	3	0	3	5	1	0	2	0	0	0	0	101
07:54	11	54	3	0	0	4	4	11	2	0	0	0	0	0	89
08:54	2	44	2	3	2	2	15	15	3	1	1	0	0	0	90
09:54	1	71	43	5	0	7	8	13	7	2	0	0	0	0	157
10:54	0	12	23	1	0	5	26	19	6	1	0	0	0	0	93
11:54	4	41	13	0	0	11	21	18	5	1	0	0	0	0	114
12:54	0	17	9	1	0	11	25	20	8	2	0	0	0	0	93
13:54	8	82	33	12	6	6	18	14	3	0	0	0	0	0	182
14:54	7	75	15	0	1	1	6	3	0	0	0	0	0	0	108
15:54	4	63	22	0	4	5	4	2	1	0	0	0	0	0	105
16:54	2	81	48	1	0	1	0	1	2	0	0	0	0	0	136
17:54	0	37	37	9	1	0	1	0	0	0	0	0	0	0	85
18:54	2	43	88	4	4	0	0	0	0	0	0	0	0	0	141
19:54	0	22	58	6	0	0	0	0	0	0	0	0	0	0	86
20:54	1	38	50	10	0	0	0	0	0	1	0	0	0	0	100
21:54	0	16	64	7	3	0	0	0	0	0	0	0	0	0	90
22:54	2	30	88	11	1	0	0	0	0	0	0	0	0	0	132
23:54	0	44	119	33	6	0	0	0	0	0	0	0	0	0	202
Day Total	81	1022	743	107	30	57	140	121	38	10	1	0	0	0	2350

Waukesha County Sheriff
City of Pewaukee
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NORTHVIEW RD

EASTBOUND															
Date/Speed	1-10	11-15	16-20	21-25	26-30	31-35	36-40	41-45	46-50	51-55	56-60	61-65	66-70	>70	Total
9/12/2022	1	61	79	14	1	0	0	0	0	0	0	0	0	0	156
01:54	5	72	54	3	0	0	0	0	0	0	0	0	0	0	134
02:54	0	28	134	97	14	4	0	0	0	0	0	0	0	0	277
03:54	1	45	119	26	0	2	0	1	0	0	0	0	0	0	194
04:54	4	103	42	8	2	1	3	2	2	0	0	0	0	0	167
05:54	4	17	4	2	1	4	8	11	1	1	0	0	0	0	53
06:54	6	33	9	4	7	13	28	30	15	2	0	0	0	0	147
07:54	0	11	7	2	1	11	44	60	31	4	0	0	0	0	171
08:54	0	0	0	3	6	6	41	44	26	8	0	0	0	0	134
09:54	0	0	0	0	2	6	18	32	17	2	1	1	0	0	79
10:54	0	0	0	0	2	5	25	20	11	1	0	0	0	0	64
11:54	0	0	0	2	0	7	29	29	8	4	1	0	0	0	80
12:54	0	0	0	0	0	7	17	33	15	3	0	0	0	0	75
13:54	0	0	0	1	1	7	23	20	5	2	0	0	0	0	59
14:54	0	0	0	2	0	6	27	22	17	3	0	0	0	0	77
15:54	0	0	0	2	4	24	40	44	13	3	1	0	0	0	131
16:54	0	0	0	0	1	7	37	36	15	6	1	0	0	0	103
17:54	0	0	1	0	1	15	37	38	17	2	0	0	0	0	111
18:54	0	0	0	0	1	4	21	18	16	0	0	0	0	0	60
19:54	0	0	0	0	0	8	11	15	7	0	0	0	0	0	41
20:54	0	0	0	1	0	4	9	17	3	0	0	0	0	0	34
21:54	0	0	0	0	2	2	4	4	0	0	0	0	0	0	12
22:54	0	0	1	0	0	2	5	1	0	0	0	0	0	0	9
23:54	0	0	0	0	0	1	1	0	0	0	0	0	0	0	2
Day Total	21	370	450	167	46	146	428	477	219	41	4	1	0	0	2370

9/13/2022	0	1	0	0	0	0	0	0	2	0	0	0	0	0	3
01:54	2	2	0	0	0	0	0	0	0	0	0	0	0	0	4
02:54	0	0	0	0	0	0	0	1	0	0	0	0	0	0	1
03:54	0	5	3	0	1	0	1	1	0	0	0	0	0	0	11
04:54	5	30	4	0	0	1	5	0	1	0	0	0	0	0	46
05:54	0	0	0	0	0	3	12	8	1	1	0	0	0	0	25
06:54	0	0	0	2	0	8	30	23	9	3	1	0	0	0	76
07:54	0	0	0	2	0	11	32	37	18	5	2	0	0	0	107
08:54	0	0	0	0	0	1	22	33	13	2	1	0	0	0	72
09:54	0	0	0	0	1	7	11	13	10	1	0	0	0	0	43
10:54	0	0	0	0	0	4	18	35	4	0	1	0	0	0	62
11:54	0	0	0	0	0	5	23	17	11	1	0	0	0	0	57
12:54	0	0	0	0	0	7	26	24	9	3	1	0	0	0	70
13:54	0	0	0	1	2	8	23	24	6	4	0	0	0	0	68
14:54	0	0	0	1	1	10	16	19	16	2	0	0	0	0	65
15:54	0	0	2	2	1	10	31	45	16	3	1	1	0	0	112
16:54	0	0	1	2	0	7	23	35	18	5	4	0	0	0	95
17:54	0	0	0	1	0	5	25	44	24	7	0	0	0	0	106
18:54	0	0	1	1	1	8	24	33	4	1	0	0	0	0	73
19:54	0	0	1	1	4	8	16	14	5	1	0	0	0	0	50
20:54	0	0	4	1	0	2	10	10	3	1	0	0	0	0	31
21:54	0	0	0	0	1	3	9	10	1	1	0	0	0	0	25
22:54	0	0	0	1	0	1	2	6	0	1	0	0	0	0	11
23:54	0	0	0	0	0	0	1	3	0	0	0	0	0	0	4
Day Total	7	38	16	15	12	109	360	435	171	42	11	1	0	0	1217

Waukesha County Sheriff
City of Pewaukee
Pewaukee, WI

NORTHVIEW RD

EASTBOUND															Total
Date\Speed	1-10	11-15	16-20	21-25	26-30	31-35	36-40	41-45	46-50	51-55	56-60	61-65	66-70	>70	
9/14/2022	0	0	0	0	0	0	1	1	0	1	0	0	0	0	3
01:54	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
02:54	0	0	0	0	0	0	0	1	0	0	0	0	0	0	1
03:54	0	0	0	0	0	1	2	1	0	0	0	0	0	0	4
04:54	0	0	0	0	0	1	2	2	0	0	0	0	0	0	5
05:54	0	0	0	2	0	6	6	11	2	1	0	0	0	0	28
06:54	0	0	0	0	2	5	20	21	10	1	1	0	0	0	60
07:54	0	10	7	9	13	18	27	21	2	0	2	0	0	0	109
08:54	0	0	0	1	1	8	21	24	13	1	1	1	0	0	71
09:54	0	1	1	0	2	5	21	13	13	2	1	0	0	0	59
10:54	0	0	0	1	2	6	16	16	6	3	0	0	0	0	50
11:54	0	0	0	1	1	4	21	19	8	2	0	0	0	0	56
12:54	0	0	0	0	1	6	22	20	12	2	1	0	0	0	64
13:54	0	0	0	0	1	3	20	19	9	2	0	0	0	0	54
14:54	0	0	0	1	0	7	16	32	15	4	0	0	0	0	75
15:54	0	0	0	1	1	7	28	38	13	3	0	0	0	0	91
16:54	0	0	0	0	0	14	37	38	18	2	0	0	0	0	109
17:54	0	0	0	0	0	11	38	37	12	2	0	0	0	0	100
18:54	0	0	0	1	0	10	21	23	6	5	0	0	0	0	66
19:54	0	0	0	0	0	6	22	22	4	0	0	0	0	0	54
20:54	0	0	0	1	1	3	11	10	4	1	0	0	0	0	31
21:54	0	0	0	1	0	5	5	2	2	0	0	0	0	0	15
22:54	0	1	0	0	1	1	3	3	1	0	0	0	0	0	10
23:54	0	0	0	0	0	0	1	1	0	0	0	0	0	0	2
Day Total	0	12	8	19	26	127	361	375	150	32	6	1	0	0	1117

9/15/2022	0	0	0	0	0	1	0	0	0	0	1	0	0	0	2
01:54	0	0	0	0	0	0	0	0	1	0	0	0	0	0	1
02:54	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
03:54	0	0	0	0	0	0	1	0	0	0	0	0	0	0	1
04:54	0	0	0	0	0	0	5	1	0	0	0	0	0	0	6
05:54	0	0	0	1	0	4	7	6	0	1	0	0	0	0	19
06:54	0	0	0	3	0	9	21	10	8	1	0	0	0	0	52
07:54	0	0	0	1	1	7	29	28	17	3	1	0	0	0	87
08:54	0	0	0	0	1	5	17	22	23	1	0	0	0	0	69
09:54	0	0	0	0	1	6	22	27	9	0	0	0	0	0	65
10:54	0	0	0	2	4	7	25	14	16	1	0	0	0	0	69
11:54	0	2	0	1	2	5	29	20	3	0	0	0	0	0	62
12:54	0	0	0	1	0	5	20	17	7	0	1	0	0	0	51
13:54	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Day Total	0	2	0	9	9	49	176	145	84	7	3	0	0	0	484

EASTBOUND Total	109	1450	1248	425	219	768	2435	2538	1058	214	45	6	0	0	10515
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85 percentile = 44

Waukesha County Sheriff
City of Pewaukee
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NORTHVIEW RD

															Combined	
Date\Speed	1-10	11-15	16-20	21-25	26-30	31-35	36-40	41-45	46-50	51-55	56-60	61-65	66-70	>70	Total	
9/8/2022	0	1	0	1	2	18	53	48	16	1	0	0	0	0	140	
12:54	0	0	1	2	3	18	56	35	7	0	1	2	0	0	125	
13:54	0	0	4	5	1	24	62	33	11	2	0	0	0	0	142	
14:54	1	0	1	1	8	32	81	60	14	2	2	0	0	0	202	
15:54	1	2	6	13	15	56	72	43	14	0	0	0	0	0	222	
16:54	0	3	4	5	4	32	71	68	29	2	0	1	0	0	219	
17:54	0	0	6	8	3	35	56	34	13	2	1	0	0	0	158	
18:54	0	0	4	5	4	29	51	28	5	0	0	0	0	0	126	
19:54	0	0	0	2	3	18	28	20	6	2	1	0	0	0	80	
20:54	0	0	0	0	2	4	21	12	1	1	0	0	0	0	41	
21:54	0	0	0	3	0	4	10	6	2	1	0	0	0	0	26	
22:54	0	0	0	1	1	0	3	3	1	0	0	0	0	0	9	
23:54	0	0	0	0	0	0	2	1	1	1	1	0	0	0	6	
Day Total	2	6	26	46	46	270	566	391	120	14	6	3	0	0	1496	

9/9/2022	0	0	0	0	0	1	0	1	0	3	0	0	0	0	5
01:54	0	0	0	0	0	0	1	0	0	0	0	0	0	0	1
02:54	0	0	0	0	0	0	0	2	0	0	0	0	0	0	2
03:54	0	0	0	0	2	1	2	4	2	0	0	0	0	0	11
04:54	0	0	0	2	0	4	14	6	2	4	0	0	0	0	32
05:54	1	1	1	4	3	13	25	14	6	2	1	0	0	0	71
06:54	0	4	6	4	3	30	57	37	8	2	1	0	0	0	152
07:54	0	2	1	0	8	33	81	51	17	3	0	0	0	0	196
08:54	0	2	1	3	10	20	43	27	10	1	0	0	0	0	117
09:54	0	0	1	3	6	30	48	30	12	1	0	0	0	0	131
10:54	0	0	8	14	8	18	50	23	13	4	0	0	0	0	138
11:54	0	0	6	9	10	23	56	25	15	2	0	0	0	0	146
12:54	0	0	5	8	4	29	60	38	8	2	1	0	0	0	155
13:54	0	1	1	5	5	26	43	39	12	1	1	0	0	0	134
14:54	0	0	2	4	4	31	86	60	18	5	0	0	0	0	210
15:54	0	0	11	15	9	30	102	69	22	4	2	1	0	0	265
16:54	0	0	6	8	1	33	99	62	21	8	3	0	0	0	241
17:54	0	0	2	15	6	21	70	51	15	3	1	0	0	0	184
18:54	0	0	0	2	4	25	39	39	5	0	2	0	0	0	116
19:54	0	0	2	0	0	7	32	13	13	4	1	0	0	0	72
20:54	0	0	1	2	3	7	23	20	5	1	1	0	0	0	63
21:54	0	0	0	4	2	10	13	16	4	0	0	0	0	0	49
22:54	0	0	0	0	2	2	10	3	1	1	0	0	0	0	19
23:54	0	0	0	0	0	2	3	5	1	0	0	0	0	0	11
Day Total	1	10	54	102	90	396	957	635	210	51	14	1	0	0	2521

Waukesha County Sheriff
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NORTHVIEW RD

															Combined
Date/Speed	1-10	11-15	16-20	21-25	26-30	31-35	36-40	41-45	46-50	51-55	56-60	61-65	66-70	>70	Total
9/10/2022	0	0	0	0	0	1	1	5	0	0	0	0	0	0	7
01:54	0	0	0	0	0	2	0	1	0	0	0	0	0	0	4
02:54	0	0	0	0	0	0	1	0	0	0	0	0	0	0	1
03:54	0	0	0	0	0	0	2	0	0	1	0	0	0	0	3
04:54	0	0	0	0	0	1	4	0	0	0	1	0	0	0	6
05:54	0	0	0	1	1	3	9	7	0	0	0	0	0	0	21
06:54	0	0	0	0	2	6	14	10	8	5	0	0	0	0	45
07:54	0	1	0	2	3	10	26	24	12	1	1	0	0	0	80
08:54	0	0	0	2	0	13	44	35	8	3	1	0	0	0	106
09:54	0	0	2	1	4	23	54	53	13	1	0	0	0	0	151
10:54	0	1	5	1	10	18	60	43	16	1	0	0	0	0	155
11:54	0	2	6	5	5	22	44	46	10	6	3	0	0	0	149
12:54	0	0	6	6	4	15	57	46	15	4	1	0	0	0	154
13:54	0	1	5	7	4	20	51	38	19	4	0	0	0	0	149
14:54	0	0	3	7	5	20	60	50	12	3	0	0	0	0	160
15:54	0	0	3	6	3	20	55	45	12	4	0	0	0	0	148
16:54	0	0	0	0	4	20	66	49	14	4	0	1	0	0	158
17:54	0	1	0	0	4	18	46	29	8	5	0	0	0	0	111
18:54	0	0	0	0	4	12	42	27	7	1	0	0	0	0	93
19:54	0	0	1	0	5	7	38	25	9	0	0	0	0	0	85
20:54	0	0	2	2	0	13	22	13	5	1	0	0	0	0	58
21:54	0	0	0	0	2	8	16	12	5	1	0	0	0	0	44
22:54	0	0	0	0	2	2	10	3	7	0	0	0	0	0	24
23:54	0	0	1	1	3	6	7	2	0	0	0	0	0	0	20
Day Total	0	6	34	41	67	258	730	563	180	45	7	1	0	0	1932

9/11/2022	0	0	0	0	1	1	6	3	1	0	0	0	0	0	12
01:54	0	0	0	0	0	0	3	0	0	0	0	0	0	0	3
02:54	0	14	1	0	0	1	0	0	1	0	0	0	0	0	17
03:54	16	95	6	0	1	2	0	2	0	0	0	0	0	0	122
04:54	8	52	13	1	0	0	0	1	0	0	0	0	0	0	75
05:54	3	21	1	0	1	1	4	1	0	0	0	0	0	0	32
06:54	10	70	7	3	0	7	11	5	1	2	0	0	0	0	116
07:54	11	54	3	1	0	9	11	14	3	1	0	0	0	0	107
08:54	2	44	2	3	2	8	28	22	5	1	1	0	0	0	118
09:54	1	71	46	7	3	25	28	27	11	2	0	0	0	0	221
10:54	0	12	27	3	1	14	55	33	13	1	0	0	0	0	159
11:54	4	41	17	1	2	28	57	29	9	1	0	0	0	0	189
12:54	0	17	10	1	0	21	50	36	9	2	0	0	0	0	146
13:54	8	82	34	12	9	30	48	24	4	2	0	0	0	0	253
14:54	7	75	17	0	1	12	28	15	1	0	0	0	0	0	156
15:54	4	63	22	0	4	11	27	8	3	0	0	0	0	0	142
16:54	2	81	48	1	2	6	14	11	4	1	0	0	0	0	170
17:54	0	37	37	9	3	7	20	11	5	0	0	0	0	0	129
18:54	2	43	89	4	6	7	16	4	2	0	0	0	0	0	173
19:54	0	22	58	8	3	3	7	3	1	0	0	0	0	0	105
20:54	1	38	50	11	1	7	3	1	0	1	0	0	0	0	113
21:54	0	16	65	7	3	1	2	1	0	0	0	0	0	0	95
22:54	2	30	88	11	2	1	2	1	0	0	0	0	0	0	137
23:54	0	44	119	33	7	0	0	1	0	0	0	0	0	0	204
Day Total	81	1022	760	116	52	202	420	253	73	14	1	0	0	0	2994

Waukesha County Sheriff
City of Pewaukee
Pewaukee, WI

Page 11

NORTHVIEW RD

Combined															
Date/Speed	1-10	11-15	16-20	21-25	26-30	31-35	36-40	41-45	46-50	51-55	56-60	61-65	66-70	>70	Total
9/12/2022	2	61	79	15	1	0	0	0	0	0	0	0	0	0	158
01:54	5	72	54	3	1	0	0	0	0	0	0	0	0	0	135
02:54	0	28	134	97	14	4	0	0	0	0	0	0	0	0	277
03:54	1	45	119	26	0	3	1	1	0	0	0	0	0	0	196
04:54	4	103	42	9	2	4	8	3	3	0	0	0	0	0	178
05:54	4	17	4	2	1	8	13	25	3	3	0	0	0	0	80
06:54	6	33	12	5	8	18	48	46	18	2	0	0	0	0	196
07:54	0	11	9	4	7	28	92	81	35	4	0	0	0	0	271
08:54	0	0	1	3	8	24	77	72	32	9	0	0	0	0	226
09:54	0	0	3	2	5	16	42	47	21	2	1	1	0	0	140
10:54	0	0	0	0	2	20	62	37	14	3	0	0	0	0	138
11:54	0	0	0	3	1	26	68	59	14	7	1	0	0	0	179
12:54	0	0	1	0	3	36	51	52	21	3	1	0	0	0	168
13:54	0	0	0	2	2	27	56	39	9	2	0	0	0	0	137
14:54	0	0	1	5	3	29	72	52	22	5	0	0	0	0	189
15:54	0	0	0	4	7	46	100	83	18	6	1	0	0	0	265
16:54	0	1	1	2	1	39	94	68	23	6	1	0	0	0	236
17:54	0	0	1	0	2	34	88	65	20	2	0	0	0	0	212
18:54	0	0	0	2	4	12	47	33	18	1	0	0	0	0	117
19:54	0	0	0	1	4	18	33	23	7	0	0	0	0	0	86
20:54	0	1	0	1	2	12	15	20	4	0	0	0	0	0	55
21:54	0	0	0	0	2	5	11	7	1	0	0	0	0	0	26
22:54	0	0	1	1	0	4	10	1	0	1	0	0	0	0	18
23:54	0	0	0	0	0	2	2	1	0	0	0	0	0	0	5
Day Total	22	372	462	187	80	415	990	815	283	56	5	1	0	0	3688

9/13/2022	0	1	0	0	0	0	0	1	2	0	0	0	0	0	4
01:54	2	2	0	0	0	0	0	0	0	0	0	0	0	0	4
02:54	0	0	0	0	0	0	0	1	1	0	0	0	0	0	3
03:54	0	5	3	0	2	1	4	1	0	0	0	0	0	0	16
04:54	5	30	4	0	0	2	7	5	2	0	0	0	0	0	55
05:54	0	0	0	0	0	6	24	12	4	1	0	0	0	0	47
06:54	0	0	3	2	0	13	54	35	12	3	2	0	0	0	124
07:54	0	0	0	3	1	20	70	66	30	6	2	0	0	0	198
08:54	0	0	1	0	2	11	56	53	18	3	1	0	0	0	145
09:54	0	0	0	0	2	19	40	25	11	2	0	0	0	0	99
10:54	0	0	1	1	0	20	44	46	5	1	1	0	0	0	119
11:54	0	0	0	1	2	20	61	35	15	1	0	0	0	0	135
12:54	0	0	1	1	0	27	61	35	10	3	1	0	0	0	139
13:54	0	0	1	1	4	22	52	38	7	4	0	0	0	0	129
14:54	0	0	0	6	5	28	62	34	19	2	0	0	0	0	156
15:54	0	0	2	3	1	35	75	73	22	4	1	1	0	0	217
16:54	0	0	2	2	1	18	89	66	26	5	4	0	1	0	214
17:54	0	0	7	6	2	18	69	80	29	8	2	0	0	0	221
18:54	0	0	3	2	3	16	59	47	8	1	0	0	0	0	139
19:54	0	0	2	2	7	30	42	27	6	1	0	0	0	0	117
20:54	0	0	4	1	2	14	18	20	4	2	0	0	0	0	65
21:54	0	0	0	2	1	5	15	12	1	1	0	0	0	0	37
22:54	0	0	0	3	0	1	5	8	0	1	0	0	0	0	18
23:54	0	0	0	0	0	2	4	5	0	0	0	0	0	0	11
Day Total	7	38	34	36	35	328	912	725	232	49	14	1	1	0	2412

Waukesha County Sheriff
City of Pewaukee
Pewaukee, WI

NORTHVIEW RD

Combined															
Date\Speed	1-10	11-15	16-20	21-25	26-30	31-35	36-40	41-45	46-50	51-55	56-60	61-65	66-70	>70	Total
9/14/2022	0	0	0	0	0	0	1	2	0	1	0	0	0	0	4
01:54	0	0	0	0	0	0	1	0	0	0	0	0	0	0	1
02:54	0	0	0	0	0	2	0	1	0	0	0	0	0	0	3
03:54	0	0	0	0	0	3	4	1	0	0	0	0	0	0	8
04:54	0	0	0	0	0	2	6	4	2	1	1	0	0	0	16
05:54	0	0	0	2	0	7	13	15	5	2	1	0	0	0	45
06:54	0	0	0	0	2	15	43	34	16	2	2	0	0	0	114
07:54	0	10	7	11	17	32	68	41	9	2	2	0	0	0	199
08:54	0	0	0	1	2	18	54	44	21	2	1	1	0	0	144
09:54	0	1	1	0	3	15	39	35	15	3	1	0	0	0	113
10:54	0	0	2	1	2	14	48	28	11	3	0	0	0	0	109
11:54	0	0	0	1	2	16	56	39	9	3	0	0	0	0	126
12:54	0	0	1	2	8	13	50	36	15	3	1	0	0	0	129
13:54	0	0	1	3	2	17	39	41	15	2	0	0	0	0	120
14:54	0	0	0	3	1	20	50	45	22	4	0	0	0	0	145
15:54	0	0	1	1	4	19	73	59	23	3	0	0	0	0	183
16:54	0	0	1	0	0	34	90	67	25	4	0	0	0	0	221
17:54	0	0	0	0	2	29	96	62	20	4	0	0	0	0	213
18:54	0	0	1	2	1	33	43	41	12	5	0	0	0	0	138
19:54	0	0	0	1	2	17	47	35	6	0	0	0	0	0	108
20:54	0	0	0	1	1	12	26	15	4	1	0	0	0	0	60
21:54	0	0	1	1	1	10	9	6	2	0	0	0	0	0	30
22:54	0	1	0	1	1	1	9	7	2	0	0	0	0	0	22
23:54	0	0	0	0	0	0	2	1	0	0	0	0	0	0	3
Day Total	0	12	16	31	51	329	867	659	234	45	9	1	0	0	2254
9/15/2022	0	0	0	0	0	1	2	1	0	0	1	0	0	0	5
01:54	0	0	0	0	0	0	0	0	1	0	0	0	0	0	1
02:54	0	0	0	0	0	0	1	0	0	0	0	0	0	0	1
03:54	0	0	0	0	0	0	2	0	0	0	0	0	0	0	2
04:54	0	0	0	0	0	0	10	2	0	1	1	0	0	0	14
05:54	0	0	0	1	0	6	12	9	5	1	0	0	0	0	34
06:54	0	0	2	4	2	16	36	21	12	1	0	0	0	0	94
07:54	0	0	1	2	1	20	59	58	24	4	1	0	0	0	170
08:54	0	1	1	2	3	18	47	57	31	2	0	0	0	0	162
09:54	0	0	1	1	6	18	55	41	9	1	0	0	0	0	132
10:54	0	0	3	2	5	27	47	32	18	1	0	0	0	0	135
11:54	0	3	0	2	7	25	65	28	5	0	1	0	0	0	136
12:54	0	0	2	1	0	23	48	30	12	1	1	0	0	0	118
13:54	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Day Total	0	4	10	15	24	154	384	279	117	12	5	0	0	0	1004
Combined Total	113	1470	1396	574	445	2352	5826	4320	1449	286	61	8	1	0	18301

85 percentile = 43

ORDINANCE NO. 22-25

**AN ORDINANCE TO AMEND SECTION 5.05(3)(b)
OF THE CITY OF PEWAUKEE CODE OF ORDINANCES
CONCERNING SPEED LIMITS**

WHEREAS, Section 346.57 (4)(c) or 346.58 of the Wisconsin Statutes regulates speed restrictions on roadways; and

WHEREAS, Section 349.11(3)(c) of the Wisconsin Statutes grants the City authority to modify the speed limits stated in Section 346.57(4)(c) or 346.58 of the Wisconsin Statutes; and

WHEREAS, the City of Pewaukee has further acted in Section 5.02(2) of the City of Pewaukee Code of Ordinances to designate particular speed limits; and

NOW, THEREFORE, the Common Council of the City of Pewaukee, Wisconsin do ordain as follows:

SECTION 1. Chapter 05, entitled “Traffic”; Section 5.02, entitled “Speed Limits”, subsection (2), entitled “Particular Speed Limits Designated” is amended as follows:

Subsection (b), entitled “Thirty five (35) miles per hour speed zone is amended as follows: Replace subsection 2) Northview Road from City Limits of City of Waukesha westerly to City Limits.

Subsection (c), entitled “Forty five (45) miles per hour speed zone is amended as follows: Delete subsection 1) Northview Road from Hilltop Drive westerly to City Limits.

SECTION 2: SEVERABILITY.

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

SECTION 3: EFFECTIVE DATE.

This ordinance shall take effect immediately upon passage and publication as provided by law.

Passed and adopted at a regular meeting of the Common Council of the City of Pewaukee this 19th day of December 2022.

CITY OF PEWAUKEE

Steve Bierce, Mayor

ATTEST:

Kelly Tarczewski, City Clerk/Treasurer

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

DATE: December 5, 2022

DEPARTMENT: Public Works

PROVIDED BY: Magdelene Wagner

SUBJECT:

Discussion and Possible Action to Waive the Second Reading and Approve **Ordinance 22-26** Related to Chapter 5 Traffic specifically Speed Limits on Duplainville Road (*First Reading*) [Wagner]

BACKGROUND:

On June 20, 2022, the Common Council reduced the Speed Limit on Duplainville Road to 25 mph in the construction zone due to excessive speeds during the reconstruction of Duplainville Road.

The construction is now complete and the Duplainville Road bridge was opened to traffic on December 2, 2022.

As such, we need to restore the speed limits on Duplainville Road. The code, prior to June 2022, was 45 mph from Weyer Road to Victoria Street and 35 mph from Victoria Street to Redford Boulevard (CTH F). This is what the Ordinance resolution is requesting.

As a side note, we have received a request from a resident to reduce the speed limit on Duplainville Road to 35 mph for its entire length. Staff is working on reviewing this request and will request the Sheriff review this now that Duplainville Road is open to through traffic again. Once our review is complete, we will bring this request to the Public Works Committee to determine support and then formalize it with Council if any further changes are recommended. This should not delay this Ordinance change back to the originally posted speed limits along this corridor.

FINANCIAL IMPACT:

RECOMMENDED MOTION:

Council approve the Ordinance Resolution and waive the second reading.

ATTACHMENTS:

Description

Ordinance 22-26 Revised

ORDINANCE NO. 22-26
AN ORDINANCE TO REPEAL ORDINANCE SECTION 22-15
OF THE CITY OF PEWAUKEE CODE OF ORDINANCES
CONCERNING SPEED LIMIT ON DUPLAINVILLE ROAD

WHEREAS, Section 346.57 (4)(c) or 346.58 of the Wisconsin Statutes regulates speed restrictions on roadways; and

WHEREAS, Section 349.11(3)(c) of the Wisconsin Statutes grants the City authority to modify the speed limits stated in Section 346.57(4)(c) or 346.58 of the Wisconsin Statutes; and

WHEREAS, the City of Pewaukee has further acted in Section 5.02(2) of the City of Pewaukee Code of Ordinances to designate particular speed limits; and

WHEREAS, the City of Pewaukee has further acted in Ordinance 22-15 to amend the speed limit on Duplainville Road, but now wishes to repeal Ordinance 22-15; and

NOW, THEREFORE, the Common Council of the City of Pewaukee, Wisconsin does ordain to repeal Ordinance 22-15 in its entirety, returning the speed limit of Duplainville Road to its former limit.

SECTION 2: SEVERABILITY.

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

SECTION 3: EFFECTIVE DATE.

This ordinance shall take effect immediately upon passage and publication as provided by law.

Passed and adopted at a regular meeting of the Common Council of the City of Pewaukee this 5th day of December 2022.

CITY OF PEWAUKEE

Steve Bierce, Mayor

ATTEST:

Kelly Tarczewski, City Clerk/Treasurer

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

DATE: December 5, 2022

DEPARTMENT: Public Works

PROVIDED BY: Magdelene Wagner

SUBJECT:

Discussion and Possible Action to Approve **Ordinance 22-27** Related to Chapter 5 Traffic Specifically Temporary Speed Limits (*First Reading*) [Wagner]

BACKGROUND:

As the Council may recall, we had to complete an ordinance change for a temporary speed limit change during a construction project. The attached amendment to the City's Chapter 5 Ordinances will allow the Director of Public Works to temporarily change the speed limit with notification to the Council within 10 days of making this change. This will allow for quicker response to issues needing a response. In addition, it will these temporary changes to occur without a permanent change to the Ordinance.

FINANCIAL IMPACT:

RECOMMENDED MOTION:

Council approve amending Chapter 5 Ordinance resolution for Temporary Construction Speed Limits.

ATTACHMENTS:

Description

Ordinance 22-27

ORDINANCE NO. 22-27

AN ORDINANCE CREATING CHAPTER 5.02(3) OF THE CITY CODE REGULATING CONSTRUCTION ZONE SPEED LIMITS IN THE CITY OF PEWAUKEE

WHEREAS, the City of Pewaukee recognizes its responsibilities under Section 349, Wisconsin Statutes, as amended, and endorses the need for the regulation of the speed of traffic within the City;

NOW THEREFORE, the Common Council for the City of Pewaukee, Wisconsin, hereby ordains as follows:

5.02 SPEED LIMITS

(3) Construction Speed Zone. The Director of Public Works or their designee may establish and direct the posting of temporary "speed limit" zones within the City of Pewaukee as necessary during road construction, reconstruction, maintenance, or repair pursuant to Wis. Stat. § 349.11(10). The Director shall provide notice to the Common Council regarding the temporary speed limit zones, within 10 business days of making such decisions. The temporary limits may be posted for the duration of the construction, reconstruction, maintenance, or repair period.

SECTION 2: Severability. The sections of this ordinance are declared to be severable. Should any sub-section, clause, or provision of this ordinance be declared by any court of competent jurisdiction to be invalid, the same shall not affect the validity of this ordinance as a whole or any part thereof, other than the part declared invalid. The remainder of the ordinance shall remain in full force and effect.

SECTION 3: Effective Date. This ordinance is effective upon publication or posting as provided by law.

This ordinance passed this 17th day of December 2022.

Steve Bierce, Mayor

ATTEST:

Kelly Tarczewski, City Clerk/Treasurer

Published and/or posted this ____ day of _____ 2022.

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

DATE: December 5, 2022

DEPARTMENT: Public Works

PROVIDED BY: Magdelene Wagner

SUBJECT:

Discussion and Possible Action Regarding Release of the Pewaukee South Industrial Grading and Stockpiling of Fill Material Letter of Credit in the Amount of \$189,450.00 [Wagner]

BACKGROUND:

Briohn Building Corporation completed filling and grading of the Pewaukee South Industrial site. The Grading and filling for the development is complete and restoration has been completed. The guarantee can be released upon receipt of the as-built of the stormwater management facilities and the executed maintenance agreement.

FINANCIAL IMPACT:

RECOMMENDED MOTION:

Common Council approve the release of the letter of credit (\$189,450.00) for the Grading and Stockpiling of Fill Material Agreement contingent upon receipt of the as-built of the stormwater management facilities and the executed maintenance agreement..

ATTACHMENTS:

Description

Letter of Credit Release Request



BRIOHN

**BUILDING
CORPORATION**

November 9, 2022

Magdelene Wagner, P.E.
Director of Public Works / City Engineer
City of Pewaukee
W240 N3065 Pewaukee Road
Pewaukee, WI 53072

**DESIGN / BUILD
CONSTRUCTION**

RE: Letter of Credit Release Request, Pewaukee South Project,
N17W25045 Bluemound Road, Pewaukee, Wisconsin

Dear Ms. Wagner:

**ARCHITECTURAL
DESIGN**

As part of the above-mentioned project, there was a Grading and Stockpiling of Fill Material Agreement ("Agreement") (copy attached) in which Briohn Building Corp. ("Briohn") has an Irrevocable standby letter of credit number 9877 outstanding in the amount of \$189,450.00 dated January 25, 2021 ("Letter of Credit") (copy attached) from Johnson Bank naming the City of Pewaukee ("City") as Beneficiary. The Letter of Credit has an extended expiration date of January 25, 2023; however, the Letter of Credit will automatically be extended for an additional year if written notice is not provided by the City at least sixty (60) days prior to the expiration date.

DEVELOPMENT

As agreed to in the Agreement in Section II Briohn has completed the grading and stockpiling in accordance with the plans and specifications as approved by the City and vegetative cover has been re-established. As a result, Briohn formally requests that the City notify Johnson Bank in writing that the Letter of Credit is being released and return the original Letter of Credit to Johnson Bank.

**PROPERTY
MANAGEMENT**

If you have any questions or need additional information, please feel free to contact me at (262)790-0500 or cwesemann@briohn.com.

Sincerely,

Craig A. Wesemann, CPA
CHIEF FINANCIAL OFFICER



Irrevocable Standby Letter of Credit Number: 9877

ISSUE DATE: January 25, 2021

BENEFICIARY: City of Pewaukee
W240 N3065 Pewaukee Road
Pewaukee, WI 53072

RE: Grading and Stockpiling of Fill Material N17 W25045 Bluemound Road,
Pewaukee, WI

GENTLEMEN

WE, JOHNSON BANK, MILWAUKEE COMMERCIAL, 333 E. WISCONSIN AVENUE, MILWAUKEE, WI 53202-2606, ("BANK") HEREBY ESTABLISHES OUR IRREVOCABLE LETTER OF CREDIT NO. 9877, AT THE REQUEST OF AND FOR THE ACCOUNT OF BRIOHN BUILDING CORP. ("BORROWER") IN YOUR FAVOR CITY OF PEWAUKEE ("BENEFICIARY") FOR THE SUM OR SUMS NOT EXCEEDING) ONE HUNDRED EIGHTY-NINE THOUSAND FOUR HUNDRED FIFTY THOUSAND & 00/100 DOLLARS (\$189,450.00) ("CREDIT AMOUNT") AVAILABLE ON THE DATE HEREOF, AND EXPIRING ON JANUARY 25, 2022 ("EXPIRATION DATE"). THE CREDIT AMOUNT IS AVAILABLE WITH US AT OUR ABOVE OFFICE BY PAYMENT AGAINST PRESENTATION OF THE FOLLOWING DOCUMENTS:

1. AN ORIGINAL EXECUTED SIGHT DRAFT, IN THE FORM ATTACHED HERETO AS ANNEX A (THE "SIGHT DRAFT")
2. THE ORIGINAL LETTER OF CREDIT AND ANY AMENDMENTS ATTACHED HERETO.
3. AN ORIGINAL EXECUTED CERTIFICATION, IN THE FORM OF A LETTER, ON BENEFICIARY'S LETTERHEAD, IN THE FORM ATTACHED HERETO AS ANNEX B (THE "CERTIFICATION").

IN THE EVENT OF PARTIAL DRAWINGS WHERE MULTIPLE DRAWINGS ARE NOT PROHIBITED, JOHNSON BANK SHALL ENDORSE THE ORIGINAL OF THIS LETTER OF CREDIT AND RETURN IT TO THE BENEFICIARY. THIS LETTER OF CREDIT EXPIRES AT OUR ABOVE OFFICE ON JANUARY 25, 2022. IT IS A CONDITION OF THIS LETTER OF CREDIT THAT SUCH EXPIRATION DATE SHALL BE DEEMED AUTOMATICALLY EXTENDED, WITHOUT WRITTEN AMENDMENT, FOR ONE YEAR PERIODS TO JANUARY 25th IN EACH

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BANKING WEALTH INSURANCE

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SUCCEEDING CALENDAR YEAR, UNLESS AT LEAST SIXTY (60) DAYS PRIOR TO SUCH EXPIRATION DATE WE SEND WRITTEN NOTICE TO YOU AT YOUR ADDRESS ABOVE BY REGISTERED MAIL OR EXPRESS COURIER THAT WE ELECT NOT TO EXTEND THE EXPIRATION DATE OF THIS LETTER OF CREDIT BEYOND THE DATE SPECIFIED IN SUCH NOTICE. UPON OUR SENDING YOU SUCH NOTICE OF THE NON-EXTENSION OF THE EXPIRATION DATE OF THIS LETTER OF CREDIT, YOU MAY ALSO DRAW UNDER THIS LETTER OF CREDIT. ON OR BEFORE THE EXPIRATION DATE SPECIFIED IN SUCH NOTICE, BY PRESENTATION OF THE FOLLOWING DOCUMENTS TO US AT OUR ABOVE ADDRESS:

1. AN ORIGINAL EXECUTED SIGHT DRAFT, IN THE FORM ATTACHED HERETO AS ANNEX A (THE "SIGHT DRAFT") WHICH SIGHT DRAFT SHALL BE LIMITED AS SET FORTH IN ANNEX C.
2. THE ORIGINAL LETTER OF CREDIT AND ANY AMENDMENTS ATTACHED HERETO.
3. AN ORIGINAL EXECUTED CERTIFICATION, IN THE FORM OF A LETTER, ON BENEFICIARY'S LETTERHEAD, IN THE FORM ATTACHED HERETO AS ANNEX B (THE "CERTIFICATION").

THE CREDIT AMOUNT OF THIS LETTER OF CREDIT SHALL BE AUTOMATICALLY REDUCED BY THE AMOUNT OF ANY PREVIOUS PAYMENT BY BANK HEREUNDER, REGARDLESS OF WHETHER ANY SUCH PAYMENT IS MARKED OR REFLECTED ON THIS LETTER OF CREDIT.

CANCELLATION PRIOR TO EXPIRATION: YOU MAY RETURN THIS LETTER OF CREDIT TO US FOR CANCELLATION PRIOR TO ITS EXPIRATION PROVIDED THAT THIS LETTER OF CREDIT IS ACCOMPANIED BY YOUR WRITTEN AGREEMENT TO ITS CANCELLATION. SUCH WRITTEN AGREEMENT TO CANCELLATION SHOULD SPECIFICALLY REFERENCE THIS LETTER OF CREDIT BY NUMBER, CLEARLY INDICATE THAT IT IS BEING RETURNED FOR CANCELLATION AND BE SIGNED BY A PERSON IDENTIFYING THEMSELVES AS AUTHORIZED TO SIGN FOR YOU. WE HEREBY ENGAGE WITH YOU THAT EACH DRAFT DRAWN UNDER AND IN COMPLIANCE WITH THE TERMS AND CONDITIONS OF THIS LETTER OF CREDIT WILL BE DULY HONORED IF PRESENTED TOGETHER WITH THE DOCUMENTS SPECIFIED IN THIS LETTER OF CREDIT AT OUR OFFICE LOCATED AT : 333 E. WISCONSIN AVENUE, MILWAUKEE, WI 53202-2606. DURING BANK'S BUSINESS HOURS ON ANY DAY ON WHICH BANK IS OPEN FOR BUSINESS (A "BUSINESS DAY") THROUGH THE EXPIRATION DATE. BENEFICIARY AGREES TO ISSUE SAID RELEASE PURSUANT TO THE TERMS SET FORTH IN ANNEX C.

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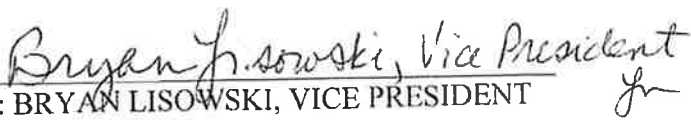


AS USED HEREIN THE TERM "BUSINESS DAY" SHALL MEAN A DAY OF THE YEAR ON WHICH OUR STANDBY LETTERS OF CREDIT OFFICE IS OPEN FOR BUSINESS DRAWINGS MAY BE PRESENTED TO US AT OUR ABOVE OFFICE BY HAND DELIVERY OR DELIVERED TO US BY U.S. POSTAL SERVICE MAIL, REGISTERED MAIL OR CERTIFIED MAIL OR BY EXPRESS COURIER OR OVERNIGHT COURIER. DRAWINGS MAY ALSO BE PRESENTED TO US BY FACSIMILE TRANSMISSION TO FACSIMILE NUMBER (EACH SUCH DRAWING, A "FAX DRAWING"); PROVIDED, HOWEVER, THAT A FAX DRAWING WILL NOT BE EFFECTIVELY PRESENTED UNTIL YOU CONFIRM BY TELEPHONE OUR RECEIPT OF SUCH FAX DRAWING BY CALLING US AT TELEPHONE NUMBER. IF YOU PRESENT A FAX DRAWING UNDER THIS LETTER OF CREDIT YOU DO NOT NEED TO PRESENT THE ORIGINAL OF ANY DRAWING DOCUMENTS, AND IF WE RECEIVE ANY SUCH ORIGINAL DRAWING DOCUMENTS, THEY WILL NOT BE EXAMINED BY US. IN THE EVENT OF A FULL OR FINAL DRAWING THE ORIGINAL LETTER OF CREDIT MUST BE RETURNED TO US BY OVERNIGHT COURIER

EXCEPT AS OTHERWISE EXPRESSLY STATED HEREIN, THIS LETTER OF CREDIT IS SUBJECT TO THE PROVISIONS OF CHAPTER 405 OF THE WISCONSIN STATUTES THIS LETTER OF CREDIT IS IRREVOCABLE. THIS LETTER OF CREDIT SETS FORTH IN FULL THE TERMS OF BANK'S UNDERTAKING, AND THIS UNDERTAKING SHALL NOT IN ANY WAY BE MODIFIED, AMENDED OR AMPLIFIED BY REFERENCE TO ANY DOCUMENT, INSTRUMENT OR AGREEMENT REFERRED TO HEREIN OR IN WHICH THIS LETTER OF CREDIT IS REFERRED TO OR TO WHICH THIS LETTER OF CREDIT RELATES AND ANY SUCH REFERENCE SHALL NOT BE DEEMED TO INCORPORATE HEREIN BY REFERENCE ANY DOCUMENT, INSTRUMENT OR AGREEMENT, EXCEPT AS ATTACHED HERETO. THIS LETTER OF CREDIT IS NOT TRANSFERABLE OR ASSIGNABLE, EXCEPT WITH THE PRIOR WRITTEN CONSENT OF BANK.

VERY TRULY YOURS,

JOHNSON BANK


By: BRYAN LISOWSKI, VICE PRESIDENT

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ANNEX A

RE: Grading and Stockpiling of Fill Material N17 W25045 Bluemound Road, Pewaukee,
WI

IRREVOCABLE LETTER OF CREDIT NO. 9877

SIGHT DRAFT

TO:

ATTENTION: STANDBY LETTER OF CREDIT DEPT.

DRAWN UNDER IRREVOCABLE LETTER OF CREDIT NO. 9877

_____, 20__ AT SIGHT PAY TO
THE ORDER OF THE _____

_____, WISCONSIN THE SUM OF
_____, DOLLARS, (\$ _____).

CITY OF PEWAUKEE

BY: _____

NAME: _____

TITLE: _____

ATTEST:

BY: _____

NAME: _____

TITLE: _____

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ANNEX B

IRREVOCABLE LETTER OF CREDIT NO. 9877

CERTIFICATION

TO: JOHNSON BANK

ATTENTION: STANDBY LETTER OF CREDIT DEPT.

The City of Pewaukee, a Wisconsin municipal corporation, hereby certifies as follows:

1. This statement is executed by _____, whose position or title is _____ and who is duly authorized by the corporate authorities of the City of Pewaukee to execute this statement on behalf of said City.
2. This statement is made and delivered to obtain payment against Johnson Bank, Irrevocable Letter of Credit No. 9877, dated January 25, 2021.
3. That **[select one]** (i) That WRP PEWAUKEE LLC has failed to comply with the requirements of _____ of the Grading and Stockpiling of Fill Material Agreement; or (ii) the City of Pewaukee has received a notice of the non-extension of the expiration date of the Letter of Credit from Johnson Bank.
4. That the City has notified _____ of said failure to complete or conform, and said failure has not been corrected and this certification is being made at least five (5) business days after such notification.

City of Pewaukee

By: _____

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ANNEX C

TERMINATION AND RESTRICTIONS

The beneficiary agrees that the Irrevocable Letter of Credit may be terminated as follows:

In the event that Borrower does not exercise the option (the "Option"), as set forth in the Option Agreement dated _____ between the City of Pewaukee and the Borrower (the "Option Agreement") prior to the expiration of the Option Agreement, then the Letter of Credit shall be released if not already drawn upon as provided for hereunder at such time as the City of Pewaukee has confirmed in writing that the Property has been restored. In the event that the Borrower exercises the Option, then the Letter of Credit shall remain in place until such time as Borrower has leveled the soil as may be determined by Borrower and the City of Pewaukee and the City of Pewaukee shall not be entitled to draw on the Letter of Credit unless Borrower has failed to comply with erosion control measures.

GRADING AND STOCKPILING OF FILL MATERIAL AGREEMENT

THIS AGREEMENT, made and entered into this 13th day of January, 2021 by and between WRP PEWAUKEE LLC, hereinafter collectively and individually called the "Developer," and the CITY OF PEWAUKEE, a Wisconsin municipal corporation of the State of Wisconsin, hereinafter called the "City."

WITNESSETH:

WHEREAS, the Developer proposes to develop certain lands located in the City of Pewaukee, Waukesha County, Wisconsin, being particularly described on Exhibit "A" attached hereto and incorporated herein by this reference (the "Property"), commonly referred to as N17W25045 Bluemound Road, Pewaukee, Wisconsin; and

WHEREAS, the City previously approved the Developer's preliminary plans for the development of the Property; and

WHEREAS, the City has reviewed the Developer's conceptual Grading Plan; and

WHEREAS, the Developer has requested the City to authorize and permit grading and stockpiling of fill material on the Property at this time; and

WHEREAS, the City recognizes that timing is a factor to be considered and is willing to allow Developer, at its risk, to perform grading and stockpiling as requested upon the condition, however, that the Developer agrees to those certain terms and conditions as more fully hereinafter set forth.

NOW THEREFORE, in consideration of the sum of one dollar (\$1.00) to each in hand paid, the receipt and sufficiency whereof is hereby acknowledged, and in further consideration of the mutual premises and covenants hereinafter set forth, it is hereby agreed by and between the parties hereto as follows:

I. THE CITY AGREES:

1. To permit the Developer to perform all rough grading work on the Property, including, but not limited to, the installation of silt fencing, general grading of the site and the construction of storm water management ponds (collectively the "Grading"), upon the terms and conditions set forth below.

2. To permit the Developer to stockpile appropriate fill materials on the Property, not to exceed the total amount 90,000 cubic yards, in anticipation of using said fill materials in the development of the Property (collectively the "Stockpiling"), upon the terms and conditions set forth below.

II. THE DEVELOPER AGREES:

1. All Grading and Stockpiling shall be done at the Developer's risk.
2. All Grading and Stockpiling shall comply with site grading, drainage and soil erosion plan and related specifications as approved by the City Engineer. All plans for such Grading and Stockpiling have been or will be prepared on behalf of the Developer by a professional engineer licensed by the State of Wisconsin.
3. The City shall be reimbursed by the Developer for all costs incurred by the City in relation to the Grading and Stockpiling. These costs shall include, but not be limited to, plan review, inspection and related overhead costs. Said reimbursement shall be guaranteed by the Developer as set forth and required in Paragraph 9 below.
4. In the event the preparation and/or final review of the Master Grading Plans by the City dictate revisions to the proposed grades, either at the Developer's request or at the direction of the Engineer, such re-grading shall be performed by the Developer without any recourse to the City whatsoever, prior to the commencement of any underground installations in the Subdivision development.
5. The Grading and Stockpiling shall be performed with proper control of soil erosion and with minimum siltation of existing drainage facilities. Any damage to the existing drainage facilities, including siltation removal, shall be immediately repaired by the Developer. As appropriate, by virtue of delay in the development process, vegetative cover shall be re-established by the Developer and/or effective erosion control measures shall be installed and continually maintained by the Developer where vegetation has been removed, covered or destroyed.
6. In the event installation of improvements and/or buildings on the lots does not begin as of September 1, 2021, for any reason whatsoever, all of the graded or disturbed area shall have vegetative cover re-established by the Developer to an extent as to be determined by the City. In the event vegetative cover is not established October 1, 2021 the City shall arrange for such work to be done, which shall be paid by the Developer.
7. In the event installation of improvements and/or buildings on the lots does not begin as of January 1, 2023, for any reason whatsoever, all of the stockpiled fill material shall be removed and all disturbed area shall have vegetative cover re-established by the Developer to an extent as to be determined by the City. In the event the Stockpiled material is not removed or vegetative cover is not established by June 1, 2023, the City shall arrange for such work to be done, which shall be paid by the Developer.
8. All truck traffic to and from the Property, as part of the operation permitted herein, shall be conducted by the Developer as governed by the applicable codes and regulations of Waukesha County and of the City and as directed by the City Engineer, with respect to method, time and operations and routing, etc. Any public street used for access to the Property shall be kept free of mud, dirt and debris on a daily basis. In the event a clean-up order from the City is not complied

with, such work shall be arranged and accomplished by the City and paid for out of the deposit referred to in Paragraph 9 below.

9. To assure compliance with the conditions set forth in this agreement, including, but not limited to, the establishment of positive soil erosion control measures, performance hereunder shall be guaranteed with a letter of credit by the Developer with the City in the amount of \$189,450.00 (the "Letter of Credit") in form acceptable to the City Attorney which letter of credit shall be provided to the City prior to the commencement of any activity on the Property by the Developer with respect to the Grading and Stockpiling. In the event Developer does not comply with or fully perform this agreement, the City is authorized to draw on the Letter of Credit and use the funds to stabilize the site or to take other action to correct the Developer's violations hereof. Upon full compliance with the terms of the this agreement, the Letter of Credit shall be terminated. In the event that the Letter of Credit is insufficient in amount to pay all costs related to performance of and compliance with this agreement, the Developer shall, upon receipt of invoices supporting the additional costs, remit payment of all owed amounts to the City within ten (10) days of receipt of the City's invoice to the Developer.

10. This Agreement shall be binding upon the heirs, personal representatives, successors and assigns of the parties hereto.

11. Developer is responsible for DNR approval for required culverts in the Subdivision. Further, it is the Developer's responsibility to comply with any and all provisions of DNR approval/denial conditions.

IN WITNESS WHEREOF, the Developer and the City have caused this agreement to be signed individually by the Developer and by the appropriate officers of the City, with its seal to be hereunto affixed the day and year inserted above.



WRP PEWAUKEE LLC, DEVELOPER

By: Westminster Realty Partners IV LP, its: Sole Member

By: Westminster Realty GP IV LLC, its: General Partner

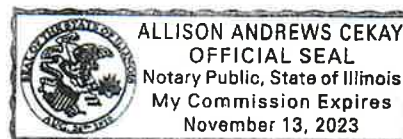
By: Charles E. King, Authorized Agent

STATE OF ILLINOIS)
) ss.
LAKE COUNTY)

Personally came before me this 13th day of January, 2021, the above-named Charles E. King, to me known to be the person who executed the foregoing instrument and who acknowledged the same.



Notary Public, State of Illinois.
My Commission expires: November 13, 2023



CITY OF PEWAUKEE
WAUKESHA COUNTY, WISCONSIN

Steve Bierce, Mayor

Kelly Tarczewski, Municipal Clerk

STATE OF WISCONSIN)
) ss.
WAUKESHA COUNTY)

Personally came before me this _____ day of _____, 2021, the above named Steve Bierce, Mayor, and Kelly Tarczewski, Municipal 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 individual and Municipal 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 Governing Body of the City of Pewaukee from their meeting on the 5th day of October, 2020.

Notary Public, State of Wisconsin.
My Commission expires: _____

P:\Developments\Pewaukee South Industrial Development_2020-0002.00\Early Grading Agreement\Draft Grading Stockpiling Agreement 20201221.doc

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

DATE: December 5, 2022

DEPARTMENT: Public Works

PROVIDED BY: Magdelene Wagner

SUBJECT:

Discussion and Possible Action to Release of the Northmound Industrial Development Letter of Credit in the Amount of \$15,000.00 [Wagner]

BACKGROUND:

BBC Northmound LLC Development has completed the public improvements as required in the Developers Agreement and the one year guarantee period is completed. Restoration of the site has been completed and therefore, we recommend release of the remaining financial guarantee.

FINANCIAL IMPACT:

RECOMMENDED MOTION:

Common Council approve the release of the letter of credit (\$15,000.00) for the Developer's Agreement.

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

DATE: December 5, 2022

DEPARTMENT: Public Works

PROVIDED BY: Magdelene Wagner

SUBJECT:

Discussion and Possible Action Regarding an Access Easement for Certified Survey Map (CSM) 4227 Located at W225N4250 Duplainville Road (PWC 0868-997-001) [Wagner]

BACKGROUND:

Mr. Wenstrom has requested an access easement for the benefit of CSM 4227 across his newly created lots from CSM 12351. As part of the conditions of CSM 12351, it stated no access for the area south and west of the creek without Common Council approval. The access being requested is only for the existing house on Lot 4227 as the driveway across the railroad is only an intermittent access and is often blocked by trains for an extended period of time. As such, Mr. Wenstrom is seeking a secondary access across the newly created lots.

Staff supports the access easement only for the existing home with the restriction that no other properties or development can utilize this access and improvements to the driveway is restricted within the floodplain and wetlands without appropriate permits.

FINANCIAL IMPACT:

RECOMMENDED MOTION:

Council approve the access easement for Lot 4227 contingent on City Attorney and Engineer review and approval.

ATTACHMENTS:

Description

Draft Easement Document

Property Owner Request

ACCESS EASEMENT AGREEMENT FOR LOT 4227

WHEREAS, H&F PROPERTIES, LLC (hereinafter H&F), is the owner of all land located in the N.W. ¼ of the S.E. ¼ of Section 1, in Township 7 North, Range 19 East, in the City of Pewaukee, Waukesha County, Wisconsin, contained within Certified Survey Map No. 12351 recorded at the Waukesha County Register of Deeds office, on July 29, 2022, as Document No. 4681640, specifically including Lot 1 (hereinafter “*Lot 1*”) and Lot 2 (hereinafter “*Lot 2*”) - (any reference to the “*owner of Lot 1*” or “*owner of Lot 2*” shall refer to H&F or its successor(s) in interest who may hereafter hold proper title to either of the enumerated lots at any moment of inquiry and shall exclude any former owner who has given up title to the pertinent lot prior to the moment of inquiry).

WHEREAS, H&F seeks to grant a non-exclusive ingress/egress easement across Lot 2 of the aforementioned Certified Survey Map No. 12351, for the benefit of the lot to the South (hereinafter “*Lot 4227*”) described in Certified Survey Map No. 4227 recorded at the Waukesha County Register of Deeds office, on September 15, 1982, as Document No. 1191643.

WHEREAS, the location of the easement described above is depicted in the attached survey identified as **Exhibit A** (identified therein as “20’ Ingress-Egress Easement” - hereinafter referred to as “*Easement 4227*”), which is buttressed to the North and South by other pre-existing easements described below.

WHEREAS, Lot 4227 is owned by PETER T. MARZO (any reference to the “*owner of Lot 4227*” shall refer to Marzo or his successor(s) in interest who may hold proper title to Lot 4227 at any moment of inquiry and shall exclude any former owner who has given up title to the pertinent lot prior to the moment of inquiry).

WHEREAS, at the intersection of CSM 4227 and CSM 12351 there is a 33’ Road Reservation at the North end of Lot 4227 opposite a 33’ Road Dedication due South of Lot 2, thus creating an approximately 66’ unimproved road right of way (see **Exhibit B** page 1 at Southwest corner of Lot 2), and so by acceptance of this Easement Agreement the undersigned H&F as the original owner of the lands divided by CSM 12351, Peter T. Marzo as current owner of all lands described in CSM 4227, and the City of Pewaukee for whom a road right of way has been reserved or dedicated, have jointly quit claimed to the owner of Lot 4227 such non-exclusive easement rights as may be necessary to connect Easement 4227 to Lot 4227 along a 20 foot wide path extended directly to Lot 4227 on the same line (N61°17’24”) Easement 4227 follows as it reaches its South terminus (hereinafter “*Roadway Easement*”).

WHEREAS, the North 40 feet of Easement 4227 overlaps a third easement in the Northeast corner of Lot 2 as shown on CSM 12351 (see **Exhibit B** page 2 showing “Access Easement for the Benefit of Lot 1” – hereinafter “*Easement L1*”), the entire 40’ x 30’ area of which shall also be added to Easement 4227 (which essentially widens Easement 4227 from 20’ to 30’ at the North end).

WHEREAS, a fourth easement exists beyond the North terminus of Easement 4227 and Easement L1, on Outlot 3 of Woodleaf Reserve Subdivision Addition Nos. 1 & 3, and extending to Planetree Trail (see **Exhibit B** page 2 showing “33.0’ Non Exclusive Access Easement Per Woodleaf Reserve Addition No. 3” – hereinafter “*Easement OL3*”).

WHEREAS, Easement 4227 may only be granted with the consent of the City of Pewaukee Common Counsel as required in CSM 12351 (See Exhibit B page 1), which consent has been granted and a finding has been made that no “. . .full, non-restricted railroad access. . .” need be provided because Easement 4227 shall only serve Lot 4227 which is a developed site (not new development) lacking non-restricted access for occupants and emergency vehicles, and thus such requirement is waived.

WHEREAS, in compliance with the foregoing conditions of the City of Pewaukee, Easement 4227 shall only serve one home on Lot 4227 and no other lots or divided portions of lots beyond the boundaries of CSM 12351 (this does not restrict driveway access to Lot 1 or Lot 2 of CSM 12351, even if as anticipated such driveway access overlaps Easement 4227),

WHEREAS, H&F contacted the Wisconsin Department of Natural Resources and the U.S. Army Corp of Engineers in respect to the intended use of the existing access road within Easement 4227 and were advised that such use would not require a permit, but “. . .any expansion of the road within the wetland area would require a permit.”

WHEREAS, the City of Pewaukee has also required that if the road within Easement 4227 were to be paved at locations within the wetland or flood plane areas identified in CSM 12351 pp. 3 & 4, then such work would first have to be approved by the City of Pewaukee.

NOW THEREFORE, the undersigned parties hereby agree as follows:

1. The recitations set forth above are for informational purposes and to provide notice, they are not warranted terms of this agreement.
2. Grants of Easement:
 - A. H&F as owner of Lot 2 hereby grants to Lot 4227 a non-exclusive right of ingress and egress over Easement 4227 including the right to operate automobile’s and install underground utilities, for the sole and exclusive benefit of one (1) house located on Lot 4227 (such easement cannot be extended to serve other properties nor to serve any divided portion of Lot 4227, but this shall not inhibit Lot 1 or Lot 2 from installing and using a driveway within the area covered by Easement 4227).

- B. H&F, Peter Marzo and the City of Pewaukee quit claim to Lot 4227 a non-exclusive ingress and egress easement with all rights listed in paragraph 2.A., at the location described as the Roadway Easement above.
 - C. The owner of Lot 2 hereby (i) grants to Lot 1 a non-exclusive ingress and egress easement over the area described above as Easement L1 including the right to operate a motor vehicle and install underground utilities, and (ii) also grants to Lot 4227 the non-exclusive right to use all of Easement L1 as though it were a part of Easement 4227.
3. Installation and Maintenance of Driveway.
- A. the owner(s) of Lot 4227 will maintain all unpaved portions of Easement 4227 and Roadway Easement as needed for the use of those accessing Lot 4227, subject to the rights of others below;
 - B. in the event any area of Easement 4227 or Roadway Easement is paved by or at the direction of the owner(s) of Lot 4227 then the owner of Lot 4227 shall have a perpetual duty to maintain such paved area, except if replaced by exercise of the superior power of others below;
 - C. the owner of Lot 2 shall at all times retain a superior right to pave all or any portion of Easement 4227 at such owner's sole expense and with no charge to the owner of Lot 4227 (the owner of Lot 2 will have a perpetual duty to maintain all areas paved at its direction), and the owner of Lot 4227 may maintain any portion of Easement 4227 South of the South terminus of Lot 2's paved driveway as well as the Roadway Easement at his/her own expense.
 - D. If the owner of Lot 4227 or its invitees make regular monthly use of that portion of Easement 4227 maintained by Lot 2, then such owner shall contribute 50% of the cost of the easement's maintenance, repair and snow removal incurred by the owner of Lot 2 (it shall be conclusively presumed that the owner of Lot 4227 is in regular monthly use of all portions of Easement 4227, Easement L1 and Easement OL3 until such time as the owner of Lot 4227 gives the owners of Lot 1 and Lot 2 1-year advance written and signed notice that it intends to terminate use of these Easements, in which case the Owner of Lot 4227 will contribute to the maintenance expenses for the coming year and only terminate its obligation 1-year after delivery of such notice, and thereafter the Owner of Lot 4227 may only resume use of these easements by again giving signed written notice to the Owners of Lot 1 and Lot 2 of its intention and tendering payment of \$1500 apiece to the owner of Lot 1 and the owner of Lot 2),
 - E. Easements L1 and OL3 are expected to become an improved access for Lot 1 and Lot 2, and these 2 lots are subject to a separate agreement regarding improvement and maintenance of these 2 easement areas, however, prior to the start of construction on either Lot 1 or Lot 2, Lot 4227 is likely to be the primary user of these 2 easements, and as with Easement 4227 the owner of Lot 4227 shall maintain the unpaved access route leading to Easement 4227 only as needed to access Lot 4227, and shall not disturb improvements hereafter erected by the owner(s) of Lot 1 or Lot 2,

- F. the owner(s) of Lot 1 and Lot 2 shall at all times retain a superior right to pave all or any portion of Easements L1 and OL3 at such owners' sole expense as determined in their separate Easement Agreement, and with no charge to the owner of Lot 4227 (the owners of Lots 1 & 2 will have a perpetual duty to maintain all areas of Easements L1 & OL3 paved for common use, as provided in their separate agreement, however, the owner of Lot 4227 will contribute 1/3 of the costs incurred for maintenance, repair and snow removal, when such owner makes regular monthly use of these 2 easements – such use is presumed and may only be terminated or thereafter resumed by notice given in accordance with paragraph 3.D. above).

Example 1: if neither Lot 1 or Lot 2 have a home built or under construction, then Lot 4227 Owner shall be solely responsible for such maintenance, repair and snow removal as such owner deems necessary on any of the easements;

Example 2: if Lot 1 has a house upon it (or under construction), Lot 2 does not, and Lot 4227 makes regular monthly use of the Easements L1 and OL3, then the owner of Lot 1 shall (at its own expense and in accordance with the easement agreement with Lot 2) install a paved driveway upon these two easements for common use, and shall thereafter maintain the common driveway. After construction of the common driveway by the other owner(s), the owner of Lot 4227 shall contribute 1/3 of the cost of subsequent maintenance, repair and snow removal related to such common drive. The owner of Lot 4227 will also be solely responsible for maintenance of Easement 4227 South of the common driveway as well as the Roadway Easement.

Example 3: if Lot 2 Owner is building a house, Lot 1 Owner has a house, and Lot 4227 Owner makes regular monthly use of all easements, then

- (a) the owners of Lots 1 & 2 shall pay the cost of initial improvements and paving of a common driveway upon Easements L1 and OL3 in accordance with their separate easement agreement,
- (b) Lot 2 Owner will alone pay for initial installation of any paved driveway such owner deems necessary for access to the home and other portions of Lot 2 extending South from common driveway shared with Lot 1, and the Owner of Lot 1 shall alone pay for any improvements to Lot 1,
- (c) Lot 4227 Owner will make no contribution to these initial installations shown in (a) & (b) except as previously installed in Easement 4227 in the sole discretion of the owner of Lot 4227, and
- (d) thereafter the owners of the 3 lots shall pay for maintenance, repair and snow removal as follows:
 - (i) the owners of Lots 1, 2 & 4227 will share equally in the cost of maintenance, repair and snow removal related to the common driveway in Easements L1 & OL3,
 - (ii) the owners of Lots 2 and 4227 (not Lot 1) will share equally in the maintenance, repair and snow removal related to the portion of

Easement 4227 to the South of the common driveway in Easements L1 & OL3,

(iii) the owner of Lot 4227 will be solely responsible for maintenance, repair and snow removal in such lot owner's sole discretion from the most Southerly point on Easement 4227 where the owner of Lot 2 has a paved driveway and then extending from that point South to Lot 4227, and

(iv) only the owner of Lot 4227 may terminate its obligation to contribute to the maintenance of the aforementioned easements, by giving 1 year advance notice of such owner's intent to cease use of these easements, and in that circumstance the costs referenced in subsection (i) would be split by Lots 1 & 2, and those referenced in subsections (ii) & (iii) would become the sole responsibility of Lot 2.

4. In the event that the owner(s) of Lot 4227, Lot 1 and Lot 2 disagree as to the need for or extent of any proposed Driveway or Easement improvements, maintenance, snow removal or repairs, or if disputes otherwise arise among them in respect to the use, repair, maintenance of or snow removal from the Driveway or expenses associated therewith, such dispute shall be arbitrated by a qualified consulting engineer. The party demanding arbitration shall make the demand in writing delivered to the last known address of the owner of the other lot, and shall nominate an engineer to act as arbitrator. The party receiving such demand shall have 10 business days to object to the nominated arbitrator. If no objection is made then the arbitration shall be conducted at a time and location determined by the arbitrator originally nominated. If an objection is made to the nominated arbitrator, the objecting party shall nominate an alternate engineer to act as arbitrator, at which point the two nominees shall meet and mutually agree on a third party who shall then act as arbitrator and shall give notice of the time and place of the arbitration. Upon conclusion of the arbitration the arbitrator shall issue a written decision and shall charge the non-prevailing party with (1) the costs of arbitration, and (2) the reasonable attorney's fees and costs incurred by the prevailing party. Any arbitration award shall include these charges and shall be binding and enforceable under the provisions of Chapter 788, Wis. Stats., as it may be amended, revised or renumbered from time-to-time. The appointed arbitrator shall establish the rules and schedule of the arbitration.
5. This Agreement and subject Easements are superior and paramount to the rights of any future owner of Lot 4227, Lot 1 and Lot 2, and shall run with the land, binding all of the parties' successors in interest.
6. H&F may unilaterally modify the terms hereof so long as H&F owns either Lot 1 or Lot 2.

7. When H&F no longer owns either Lot 1 or Lot 2, all of H&F's obligations hereunder shall be deemed to have transferred to the successor owner(s) and H&F shall not have any continuing obligation or liability under this agreement. When Peter Marzo has transferred ownership of Lot 4227 his obligations hereunder shall be deemed transferred to the successor owner(s) and Marzo shall not have any continuing obligation or liability under this agreement.

Date: _____ Grantor:
H&F Properties, LLC

By: _____
Jack Wenstrom, member

By: _____
Peter Marzo, member

Date: _____ Grantee:

Peter Marzo, owner of Lot 4227

STATE OF WISCONSIN)
) ss
COUNTY OF WAUKESHA)

Personally came before me the _____ day of _____,
2022, the above named JACK WENSTROM and PETER MARZO, to me known to be
the persons who executed the foregoing instrument and acknowledged the same.

Timothy V. Langer
Notary Public, Waukesha County, WI
My commission _____.

COMMON COUNCIL APPROVAL

APPROVED by the Common Council of the City of Pewaukee on this _____ day
of _____, 2022.

Mayor

-

Clerk

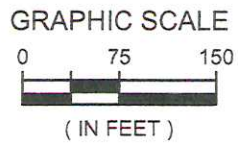
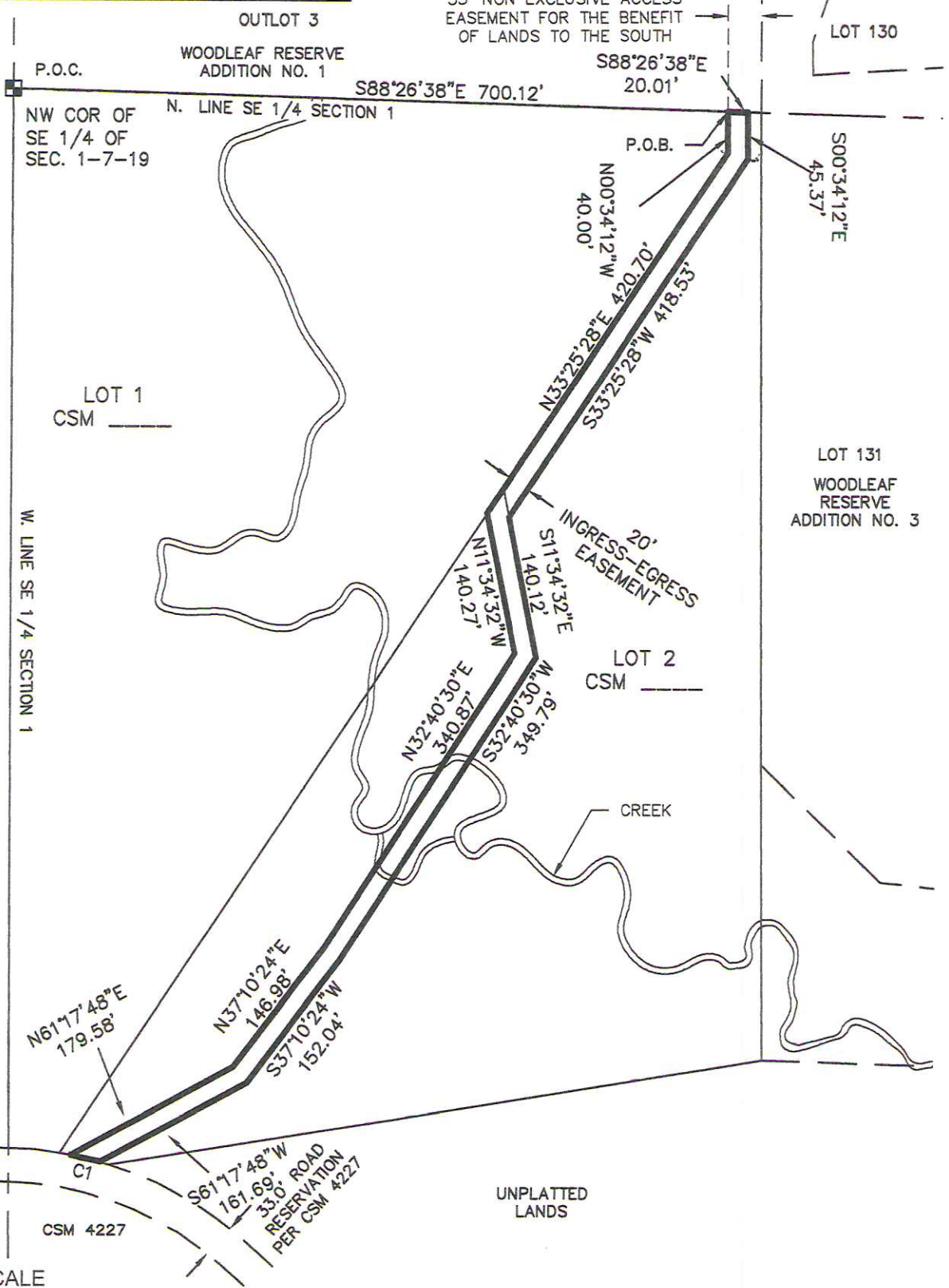
THIS DOCUMENT DRAFTED BY:
Attorney Timothy V. Langer

RETURN TO:
Langer & Petersen, LLC
155 E. Capitol Dr., Ste. 10
Hartland, WI 53029

EXHIBIT A

EXHIBIT A

Curve #	Length	Radius	Chord Bearing	Chord
C1	29.86	356.54	N76°37'57"W	29.85



raSmith
CREATIVITY BEYOND ENGINEERING

16745 W. Bluemound Road
Brookfield, WI 53005 5938
(262) 781 1000
rasmith.com

EXHIBIT A

Part of Lot 2 in Certified Survey Map No. _____, being a part of the Northwest 1/4 of the Southeast 1/4 of Section 1, in Township 7 North, Range 19 East, in the City of Pewaukee, Waukesha County, Wisconsin, bounded and described as follows:

Commencing at the Northwest corner of said Southeast 1/4; thence South 88° 26' 38" East on and along the North line of said Southeast 1/4 a distance of 700.12 feet to the point of beginning of lands to be described; thence continuing South 88° 26' 38" East along said North line 20.01 feet to a point; thence South 00° 34' 12" East 45.37 feet to a point; thence South 33° 25' 28" West 418.53 feet to a point; thence South 11° 34' 32" East 140.12 feet to a point; thence South 32° 40' 30" West 349.79 feet to a point; thence South 37° 10' 24" West 152.04 feet to a point; thence South 61° 17' 48" West 161.69 feet to point in the North line of Certified Survey Map No. 4227; thence Northwesterly 29.86 feet along said North line and an arc of a curve whose center lies to the Southwest, whose radius is 356.54 feet, and whose chord bears North 76° 37' 57" West 29.85 feet to a point; thence North 61° 17' 48" East 179.58 feet to a point; thence North 37° 10' 24" East 146.98 feet to a point; thence North 32° 40' 30" East 340.87 feet to a point; thence North 11° 34' 32" West 140.27 feet to a point; thence North 33° 25' 28" East 420.70 feet to a point; thence North 00° 34' 12" West 40.00 feet to the point of beginning

Said land contains 25,353 square feet or 0.5820 acres.

December 3, 2021

Drawing No. 168518-RMK

raSmith
CREATIVITY BEYOND ENGINEERING

16745 W. Bluemound Road
Brookfield, WI 53005 5938
(262) 781 1000
rasmith.com

EXHIBIT B

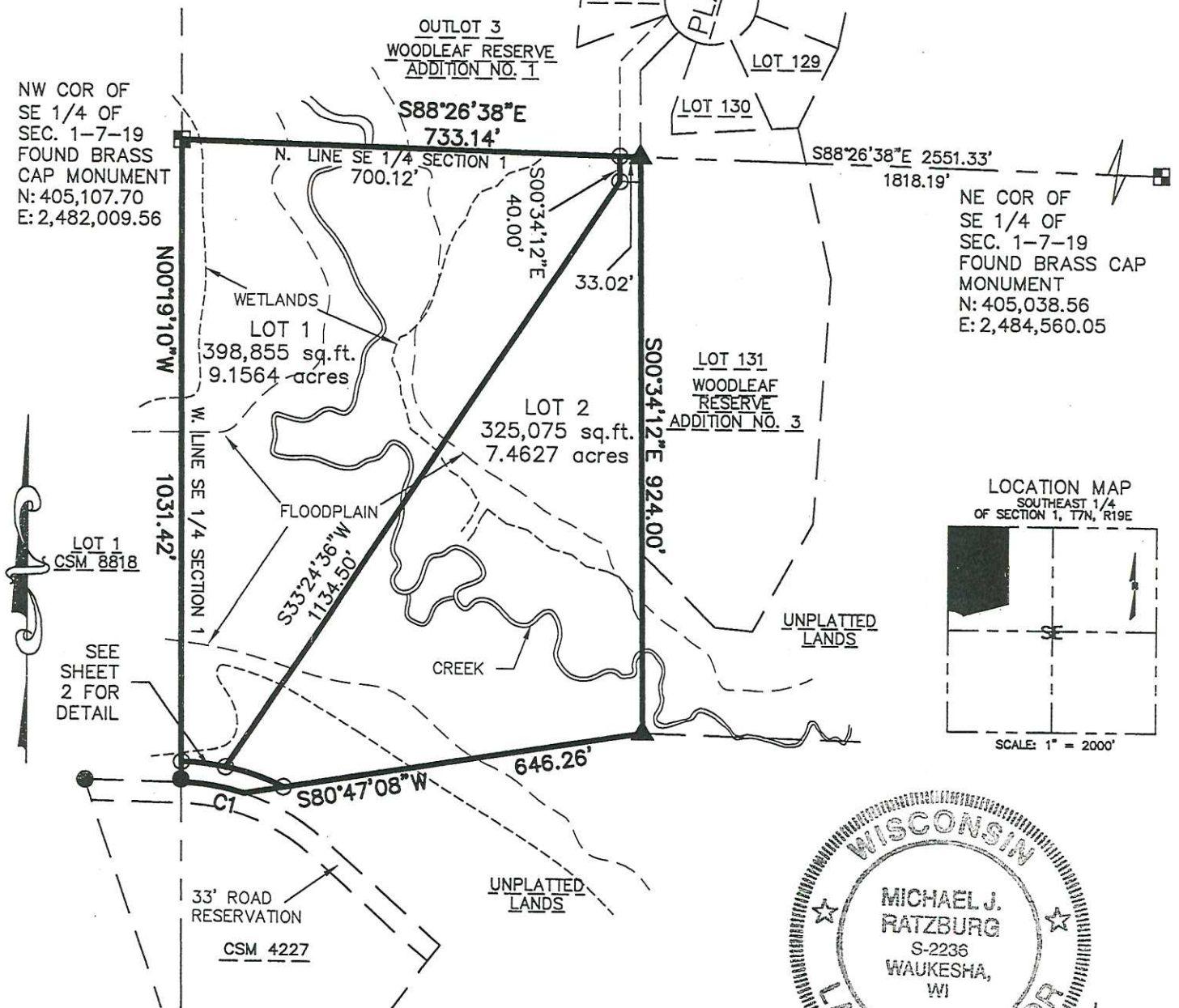
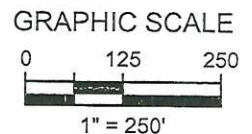
CERTIFIED SURVEY MAP NO. 12351

A division of a part of the Northwest 1/4 of the Southeast 1/4 of Section 1, in Township 7 North, Range 19 East, in the City of Pewaukee, Waukesha County, Wisconsin.

- ▲ INDICATES FOUND 1 1/4" IRON ROD
- INDICATES FOUND 1" IRON PIPE
- INDICATES SET 1.315" O.D. IRON PIPE AT LEAST 18" IN LENGTH, 1.68 LBS. PER LINEAL FOOT.
- ① INDICATES DEDICATED TO THE CITY OF PEWAUKEE FOR PUBLIC ROAD PURPOSES

SEE SHEET 2 FOR CURVE TABLE & DEDICATION DETAIL
SEE SHEET 4 FOR SETBACKS

ALL DIMENSIONS SHOWN ARE MEASURED TO THE NEAREST HUNDREDTH OF A FOOT.
ALL BEARINGS ARE REFERENCED TO THE NORTH LINE OF THE SE 1/4 OF SECTION 1, T 7 N, R 19 E, WHICH BEARS N88°26'38"W. WISCONSIN STATE PLANE COORDINATE SYSTEM, SOUTH ZONE.



WETLANDS SHOWN SOUTH AND WEST OF THE CREEK ARE PER WAUKESHA COUNTY GIS MAP. THE WETLANDS NORTH AND EAST OF THE CREEK WERE LOCATED BY raSMITH IN JUNE, 2022.

THERE SHALL BE NO ACCESS, DEVELOPMENT, OR FURTHER LAND DIVISIONS OF LOT 1 AND LOT 2 FOR THE AREA SOUTH AND WEST OF THE CREEK WITHOUT COMMON COUNCIL APPROVAL AND FULL, NON-RESTRICTED RAILROAD ACCESS BEING PROVIDED.

OWNER:
H&F PROPERTIES, LLC
734 RIVER RESERVE DRIVE
HARTLAND, WI., 53029

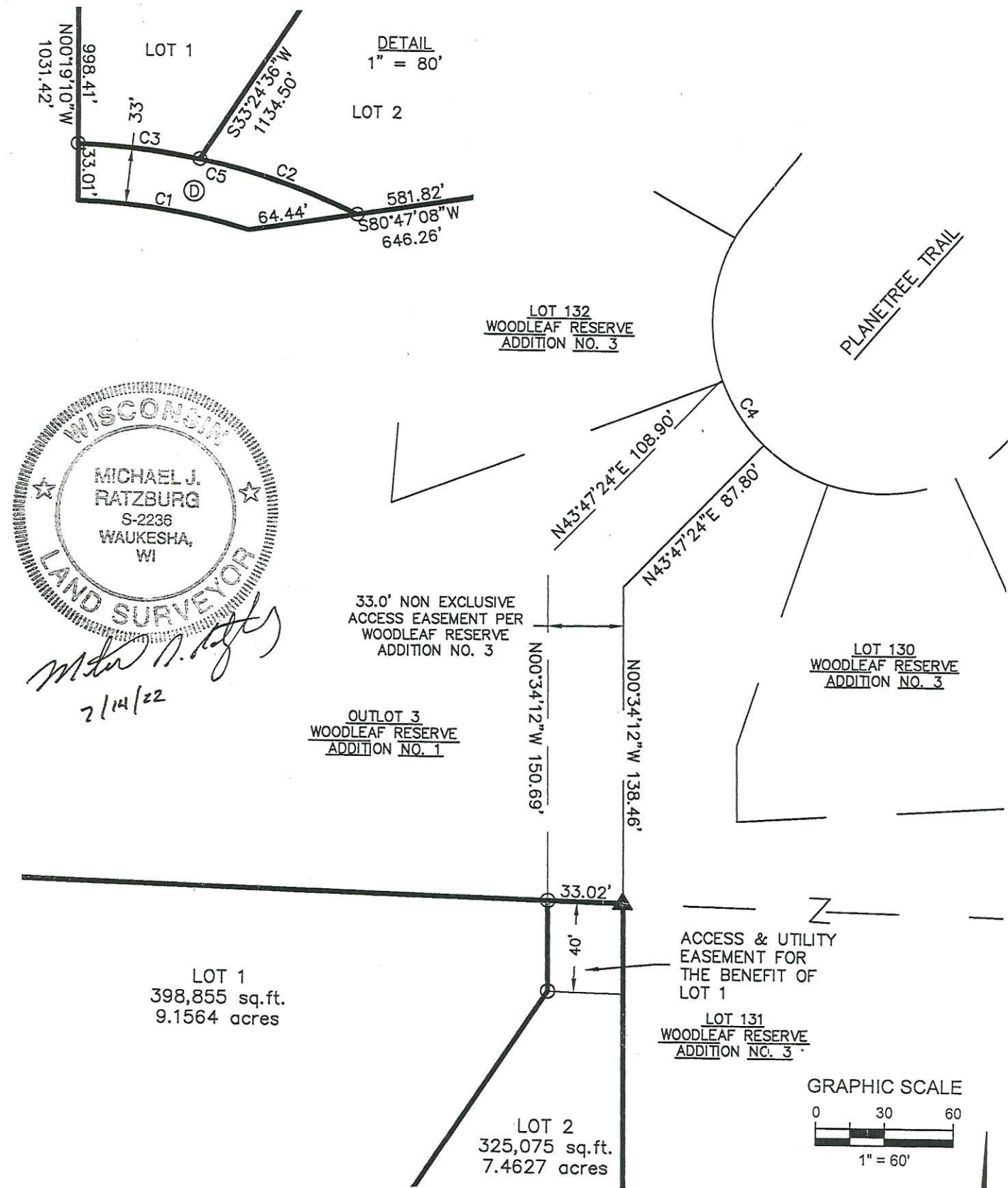


raSmith
CREATIVITY BEYOND ENGINEERING

16745 W. Bluemound Road
Brookfield, WI 53005-5938
(262) 781-1000
rasmith.com

CERTIFIED SURVEY MAP NO. _____

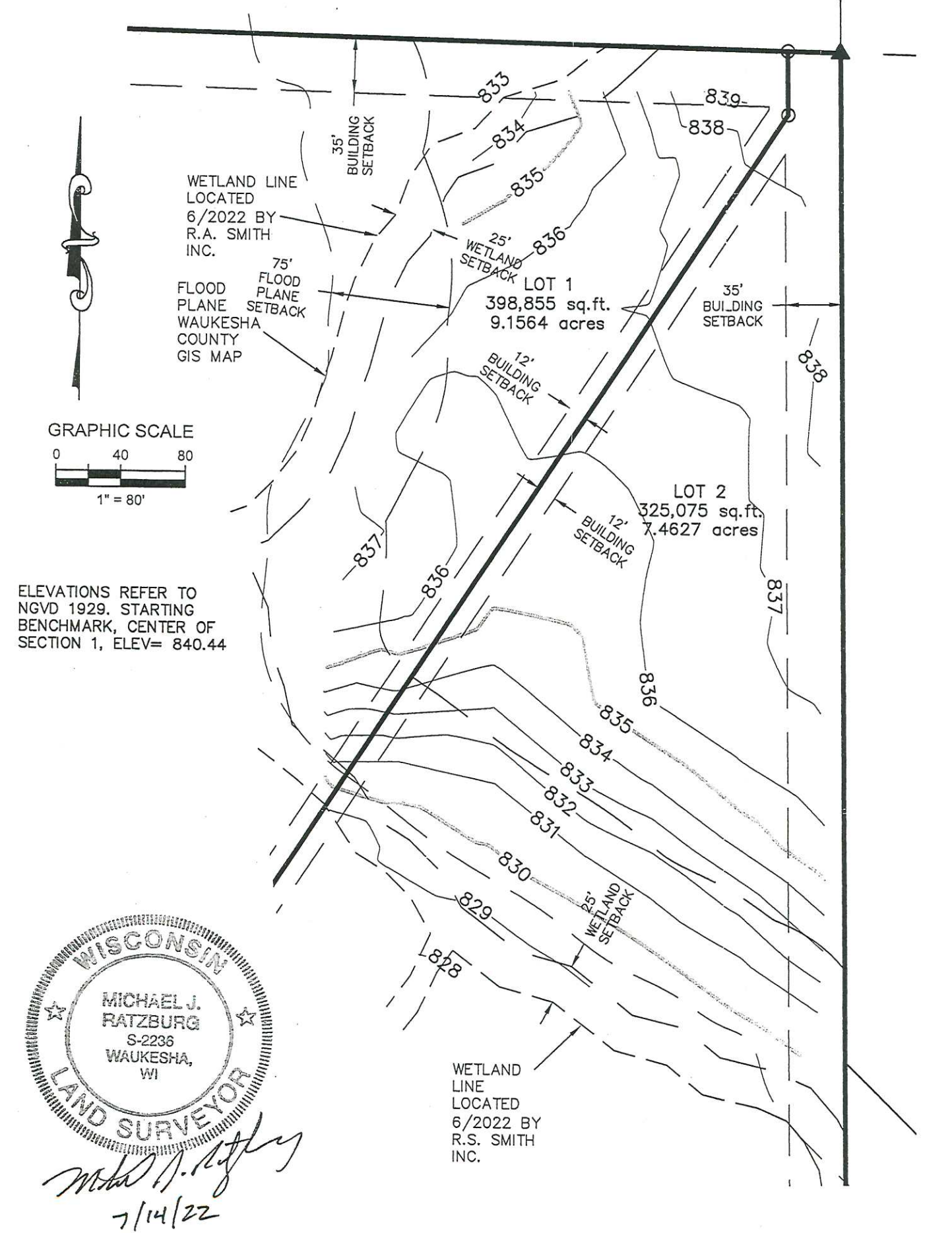
A division of a part of the Northwest 1/4 of the Southeast 1/4 of Section 1, in Township 7 North, Range 19 East, in the City of Pewaukee, Waukesha County, Wisconsin.



Curve Table							
Curve #	Length	Radius	Chord Bearing	Chord	Tangent In	Tangent Out	Delta
C1	100.00	356.54	N80°47'47"W	99.67	N72°45'41"W	N88°49'54"W	16°04'12"
C2	97.50	389.54	N71°24'55"W	97.25	N64°14'41"W	N78°35'09"W	14°20'28"
C3	70.52	389.54	N83°46'18"W	70.42	N78°35'09"W	N88°57'27"W	10°22'19"
C4	34.17	75.00	S33°09'29"E	33.88	S20°06'22"E	S46°12'36"E	26°06'14"
C5	168.02	389.54	N76°36'04"W	166.72	N64°14'41"W	N88°57'27"W	24°42'47"

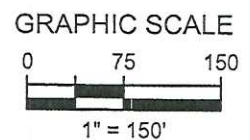
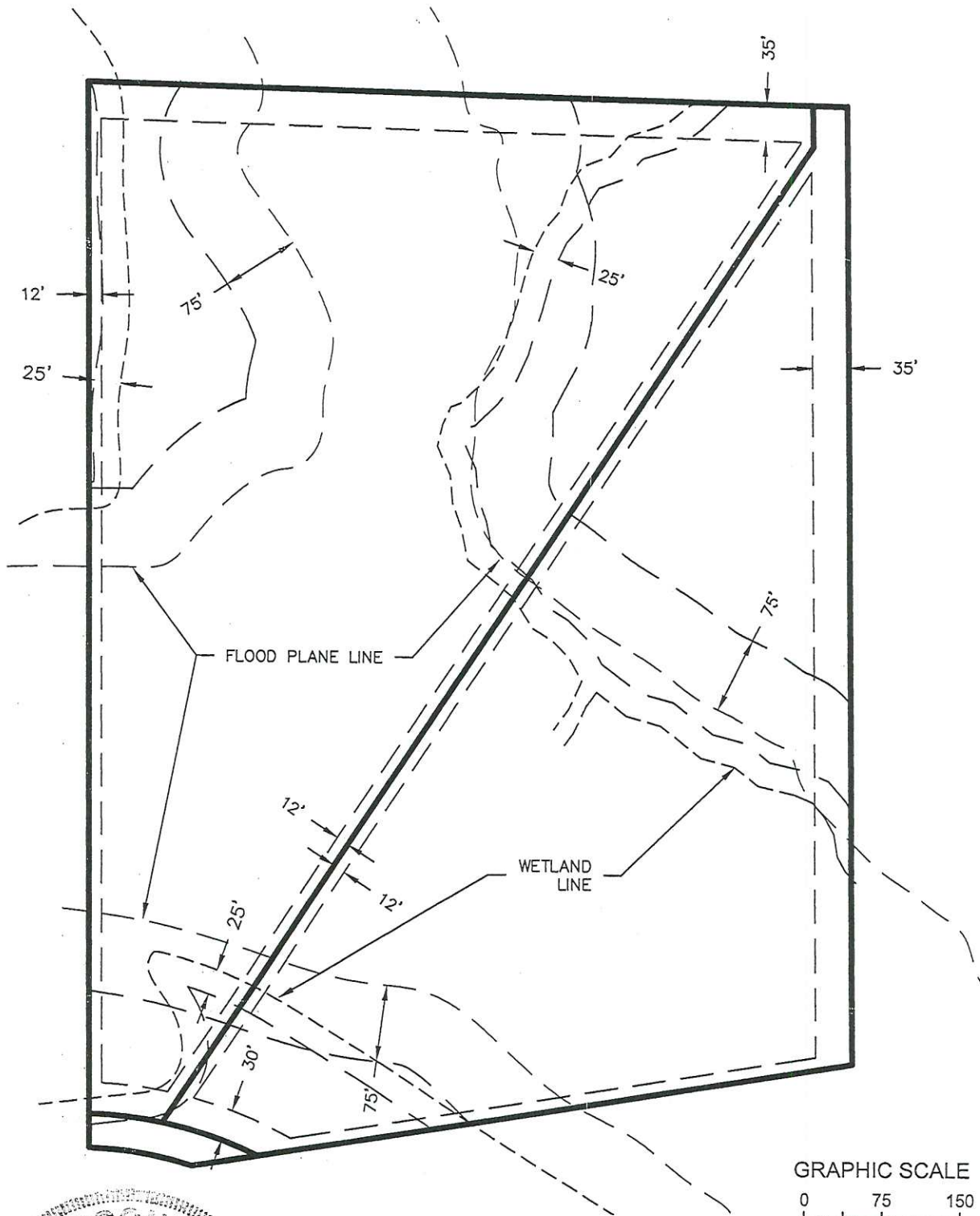
CERTIFIED SURVEY MAP NO. _____

A division of a part of the Northwest 1/4 of the Southeast 1/4 of Section 1, in Township 7 North, Range 19 East, in the City of Pewaukee, Waukesha County, Wisconsin.



CERTIFIED SURVEY MAP NO. _____

A division of a part of the Northwest 1/4 of the Southeast 1/4 of Section 1, in Township 7 North, Range 19 East, in the City of Pewaukee, Waukesha County, Wisconsin.



SETBACKS:
WETLAND 25'
FLOOD PLANE 75'
SIDE YARD 12'
REAR YARD 35'
FRONT YARD 30'

CERTIFIED SURVEY MAP NO. _____

A division of a part of the Northwest 1/4 of the Southeast 1/4 of Section 1, in Township 7 North, Range 19 East, in the City of Pewaukee, Waukesha County, Wisconsin.

SURVEYOR'S CERTIFICATE

STATE OF WISCONSIN }
 :SS
WAUKESHA COUNTY }

I, MICHAEL J. RATZBURG, Professional Land Surveyor, do hereby certify:

That I have surveyed, divided and mapped a division of a part of the Northwest 1/4 of the Southeast 1/4 of Section 1, in Township 7 North, Range 19 East, in the City of Pewaukee, Waukesha County, Wisconsin, bounded and described as follows:

Commencing at the Northeast corner of said Southeast 1/4; thence North 88° 26' 38" West on and along the North line of said Southeast 1/4 a distance of 1818.19 feet to a point in the West line of Lot 131 in Woodleaf Reserve Addition No.3 and the point of beginning of lands to be described; thence South 00° 34' 12" East on and along said West line and its extension 924.00 feet to a point; thence South 80° 47' 08" West, 646.26 feet to a point in the North line of Certified Survey Map No. 4227; thence Northwesterly 100.00 feet on and along said North line and an arc of a curve whose center lies to the Southwest, whose radius is 356.54 feet, and whose chord bears North 80° 47' 47" West, 99.67 feet to a point in the West line of said Southeast 1/4; thence North 00° 19' 10" West on and along said West line 1031.42 feet to the Northwest corner of said Southeast 1/4; thence South 88° 26' 38" East on and along the North line of said Southeast 1/4, 733.14 feet to the point of beginning.

Containing 16.7215 acres or 728,398 square.

THAT I have made this survey, land division and map by the direction of H & F PROPERTIES, 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 236 of the Statutes of the State of Wisconsin and the Land Division and Platting Regulations of the City of Pewaukee in surveying, dividing, and mapping the same.

DATE

7/14/22

 (SEAL)
MICHAEL J. RATZBURG
PROFESSIONAL LAND SURVEYOR S-2236



CERTIFIED SURVEY MAP NO. 12351

A division of a part of the Northwest 1/4 of the Southeast 1/4 of Section 1, in Township 7 North, Range 19 East, in the City of Pewaukee, Waukesha County, Wisconsin.

CORPORATE OWNER'S CERTIFICATE

H & F PROPERTIES, LLC, a limited liability company duly organized and existing under and by virtue of the laws of the State of Wisconsin, as owner, certifies that said corporation has caused the land described on this map to be surveyed, divided, and mapped as represented on this map in accordance with the subdivision regulations of the City of Pewaukee.

H & F PROPERTIES, LLC, does further certify that this map is required by S.236.10 or S.236.12 to be submitted to the following for approval or objection: City of Pewaukee.

IN Witness Whereof, H & F PROPERTIES, LLC, has caused these presents to be signed by JACK WENSTROM its Sole Member on this 29 day of JULY, 2022.

Jack Wenstrom
JACK WENSTROM

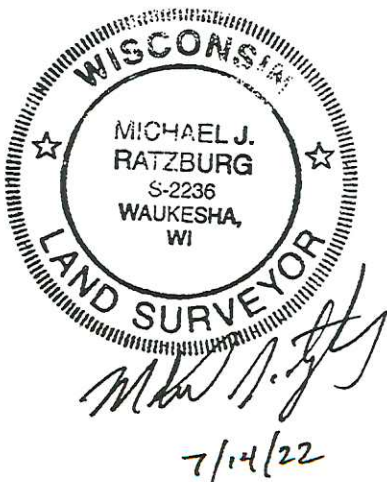
STATE OF Wisconsin }
Waukesha COUNTY } :SS

PERSONALLY came before me this 29th day of July, 2022, Jack Wenstrom of the above named H & F PROPERTIES, LLC, to me known as the person who executed the foregoing instrument, and to me known to be the Sole Member of said H & F PROPERTIES, LLC, and acknowledged that he executed the foregoing instrument as such officer as the deed of the company, by its authority.

Nicole Purifoy

NOTARY PUBLIC, STATE OF WISCONSIN
MY COMMISSION EXPIRES 3/28/2025

NICOLE PURIFOY
Notary Public
State of Wisconsin

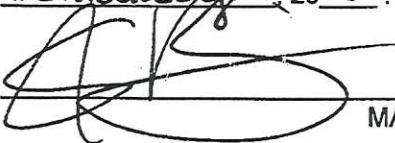


CERTIFIED SURVEY MAP NO. 12351

A division of a part of the Northwest 1/4 of the Southeast 1/4 of Section 1, in Township 7 North, Range 19 East, in the City of Pewaukee, Waukesha County, Wisconsin.

COMMON COUNCIL APPROVAL

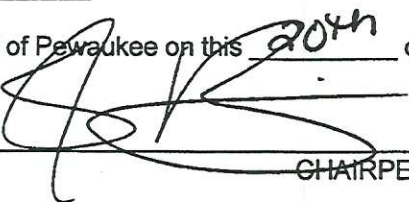
APPROVED by the Common Council of the City of Pewaukee on this 7th day of February, 2022.

 MAYOR  CLERK



PLAN COMMISSION APPROVAL

APPROVED by the Planning Commission of the City of Pewaukee on this 20th day of January, 2022.

 CHAIRPERSON
Colleen Brown SECRETARY




7/14/22

4681640
REGISTER OF DEEDS
WAUKESHA COUNTY, WI
RECORDED ON
July 29, 2022 01:29 PM
James R Behrend
Register of Deeds
7 PGS
TOTAL FEE:\$30.00
TRANS FEE:\$0.00
Book 127 Page 225-231



Tim Langer <langle@langerandpetersen.com>

Fwd: Re-zoning around access road at W225N4250 Duplainville Road

1 message

Jack Wenstrom <jackpw42@gmail.com>
To: Tim Langer <langle@langerandpetersen.com>

Mon, Nov 28, 2022 at 8:52 PM

----- Forwarded message -----

From: **Pete Marzo** <marzopete@gmail.com>
Date: Wed, Feb 2, 2022 at 1:57 PM
Subject: Fwd: Re-zoning around access road at [W225N4250 Duplainville Road](#)
To: <jackpw42@gmail.com>

----- Forwarded message -----

From: **Kitchen, Anthony J (A.J.) CIV USARMY CEMVP (USA)** <Anthony.J.Kitchen@usace.army.mil>
Date: Wed, Feb 2, 2022 at 12:35 PM
Subject: Re-zoning around access road at [W225N4250 Duplainville Road](#)
To: [marzopete@gmail.com](#) <marzopete@gmail.com>

Hi Pete,

Thanks for speaking with me on the phone this afternoon regarding your property at [W225N4250 Duplainville Road](#) in Pewaukee. You asked about permits or approvals needed to maintain an access road through wetland while the area is re-zoned to residential. As long as there is no new fill or construction into the wetland, there are no approvals or permits needed from the Corps to re-zone the area and keep the road in place.

Thank you for following up with us. Nothing further is needed from the Corps.

A.J.

A.J. Kitchen, Lead Project Manager

U.S. Army Corps of Engineers

St. Paul District, Regulatory Division

Brookfield Field Office

[250 N. Sunnyslope Road, Suite 296](#)

[Brookfield, Wisconsin 53005](#)

Office: 651-290-5729 | [Anthony.J.Kitchen@usace.army.mil](#)



State of Wisconsin
DEPARTMENT OF NATURAL RESOURCES
N7725 Hwy 28
Horicon, WI 53032



February 3, 2022

Pete Marzo

&

Nick Fuchs

Planner & Community Development Director

City of Pewaukee

W240N3065 Pewaukee Road

Pewaukee, WI 53072

Subject: Wetland and waterway crossing on property located in the NW $\frac{1}{4}$ of the SE $\frac{1}{4}$, Section 1, Township 7 North, Range 19 East.

Dear Mr. Marzo and Mr. Fuchs:

Thank you for contacting the department regarding change of use for an agricultural crossing in wetlands and waterways that is currently exempting from wetland and waterway permitting, located in the NW $\frac{1}{4}$ of the SE $\frac{1}{4}$, Section 1, Township 7 North, Range 19 East.

The Department of Natural Resources has thoroughly reviewed your inquiry. Investigation included verbal conversations with both of you, aerial imagery review, and desktop map review.

The department has determined the following:

- 1) The crossing in question (circled in image at bottom of this document) was constructed by 1941 at the latest as an agricultural crossing. This crossing has been maintained throughout time.
- 2) The crossing as it currently exists is exempt from waterway or wetland permitting needs as an agricultural road.
- 3) A change in use of the road would not trigger DNR jurisdiction that would require a permit. As placing fill in a wetland triggers DNR jurisdiction, any expansion of the current road in the wetland areas would require permits. As I discussed with Mr. Marzo, some portions of the road may be considered upland and some may be considered wetlands. Some degree of survey could be completed to make that determination if future road work is planned.

Please let me know if you have any questions.

Sincerely,

A handwritten signature in cursive script, appearing to read 'Katie Kelly', is located at the bottom left of the page.

Marty Dillenburg
Water Management Specialist





November 30, 2022

VIA EMAIL

Pewaukee City Council
W240N3065 Pewaukee Rd.
Pewaukee, WI 53072
publicworks@pewaukee.wi.us

Magdelene Wagner P.E.
W240N3065 Pewaukee Rd.
Pewaukee, WI 53072
wagner@pewaukee.wi.us

RE: Wenstrom Easement Connecting Planetree Trail to CSM 4227
Property Address: W225N4250 DUPLAINVILLE RD (Marzo Ppty)
Meeting Date: December 5, 2022

Dear Council Members & Ms. Wagner:

This letter is to request Council approval of an ingress-egress easement. Ordinarily this would not require Council action, but upon your recent approval of CSM 12351 you requested that the property owner obtain your consent to allow such easement.

In this case Pete Marzo owns an older single-family home which is only accessible to Duplaineville Road by a driveway which crosses the railroad tracks. That driveway crossing is designated for agricultural purposes and so it is frequently blocked by trains that are stopped or delayed. Thus for hours at a time the home is inaccessible to the occupants and emergency services vehicles.

As a solution to this problem Mr. Marzo has obtained consent to cross the property to the North in order to gain access to Planetree Trail. Such access will be granted over an existing farm access road which has been discussed with both the DNR and the US Army Corp of Engineers. Both have affirmed in writing that such use is permissible without need of any permit. Attached is the Easement Agreement approved by Mr. Marzo and the adjacent land-owner granting access over Lot 2 of CSM12351. I ask that this be approved at your hearing. I apologize in advance for not being available for your meeting.

Very truly yours,

Langer & Petersen, LLC

/s/ Tim Langer
Timothy V. Langer

Timothy V. Langer
langert@langerandpetersen.com

Edith M. Petersen
petersen@langerandpetersen.com

Hartland office
155 East Capitol Drive, Suite 3
Hartland, WI 53029
phone (262) 367-3800
fax (262) 367-3841

Watertown office
104 S. 2nd Street
Watertown, WI 53094
phone (920) 206-2931

www.langerandpetersen.com

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

DATE: December 5, 2022

DEPARTMENT: Public Works

PROVIDED BY: Magdelene Wagner

SUBJECT:

Discussion and Possible Action Regarding Swan View Farms [Wagner]

BACKGROUND:

The Swan View Farms developer has requested to use a cash deposit to replace the remaining letter of credit value. As such, an escrow agreement has been drafted to accommodate this request.

FINANCIAL IMPACT:

RECOMMENDED MOTION:

Council approve the escrow agreement and release the remaining letter of credit upon receipt of the cash deposit contingent upon City Attorney review and approval of the agreement.

ATTACHMENTS:

Description

Escrow Agreement

**ESCROW AGREEMENT
GUARANTEING TO THE CITY OF PEWAUKEE
CERTAIN PUBLIC IMPROVEMENTS IN
SWAN VIEW FARMS SUBDIVISION**

THIS AGREEMENT is made and entered into this ____ day of December, 2022 by and between BWC Investments, LLC, hereinafter referred to as “Developer” and the City of Pewaukee.

WITNESSETH:

WHEREAS, Developer has entered into an agreement for the development of the Swan View Farms subdivision in the City of Pewaukee, including public improvements as required by the City Code and the Developer’s Agreement entered into on May 26, 2020 (“Developer’s Agreement”), by the City and Developer; and,

WHEREAS, the public improvements required by the Developer’s Agreement have been completed,

WHEREAS, the Developer’s Agreement requires that upon completion and dedication of the public improvements to the City and the acceptance by the City of the public improvements, the Developer must provide a letter of credit to guaranty the public improvements; and,

WHEREAS, Developer is willing to provide cash escrow and the City is willing to accept cash in lieu of the letter of credit required by the Developer’s Agreement to guaranty the final punchlist completion.

NOW THEREFORE, the parties agree as follows:

1. Developer shall deposit the sum of Fifteen Thousand Dollars (\$15,000.00) (“Deposit”) with the City to provide the necessary funds to make repairs should the restoration or public improvements completed in the Swan View Farms subdivision need them as required by the Developer’s Agreement.
2. The City shall not draw any portion of the Deposit until five (5) business days after written notice of the reason for withdrawal has been provided to Developer. Upon withdrawal of all or any portion of the Deposit by the City, the City shall provide Developer with a written statement regarding the amount withdrawn.
3. The escrow account shall remain open until any open restoration or punchlist items are open following which all remaining Deposit shall be returned to Developer, without interest.

4. Addresses to which written notices shall be sent:

City of Pewaukee
City Clerk
W240 N3065 Pewaukee Road
Pewaukee, WI 53072

BWC Investments LLC
N8W22520-L Johnson Drive
Waukesha, WI 53186
Attention: Carl Tomich

IN WITNESS WHEREOF, the parties have signed this Agreement effective as of the date first written above.

City of Pewaukee

BWC Investments LLC

Date _____

Date _____

Steve Bierce, Mayor

Carl Tomich
Authorized Agent

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

DATE: December 5, 2022

DEPARTMENT: Public Works

PROVIDED BY: Magdelene Wagner

SUBJECT:

Discussion and Possible Action Regarding Swan View Farms Phase 2 [Wagner]

BACKGROUND:

The Swan View Farms Phase 2 developer has requested to use a cash deposit to replace the remaining letter of credit value. As such, an escrow agreement has been drafted to accommodate this request.

FINANCIAL IMPACT:

RECOMMENDED MOTION:

Council approve the escrow agreement and release the remaining letter of credit upon receipt of the cash deposit contingent upon City Attorney review and approval of the agreement.

ATTACHMENTS:

Description

Escrow Agreement

**ESCROW AGREEMENT
GUARANTEING TO THE CITY OF PEWAUKEE
CERTAIN PUBLIC IMPROVEMENTS IN
SWAN VIEW FARMS PHASE #2 SUBDIVISION**

THIS AGREEMENT is made and entered into this ____ day of December, 2022 by and between BWC Investments LLC, hereinafter referred to as “Developer” and the City of Pewaukee.

WITNESSETH:

WHEREAS, Developer has entered into an agreement for the development of the Swan View Farms subdivision in the City of Pewaukee, including public improvements as required by the City Code and the Developer’s Agreement entered into on August 25, 2021 (“Developer’s Agreement”), by the City and Developer; and,

WHEREAS, the public improvements required by the Developer’s Agreement have been completed,

WHEREAS, the Developer’s Agreement requires that upon completion and dedication of the public improvements to the City and the acceptance by the City of the public improvements, the Developer must provide a letter of credit to guaranty the public improvements for one (1) year from date of acceptance, which was as of November 21, 2022; and,

WHEREAS, Developer is willing to provide cash escrow and the City is willing to accept cash in lieu of the letter of credit required by the Developer’s Agreement to guaranty the public improvements for one (1) year from date of acceptance.

NOW THEREFORE, the parties agree as follows:

1. Developer shall deposit the sum of One hundred Ten Thousand Dollars (\$110,000.00) (“Deposit”) with the City to provide the necessary funds to make repairs should the public improvements completed in the Swan View Farms Phase #2 subdivision need them during the warranty period as required by the Developer’s Agreement.
2. The City shall not draw any portion of the Deposit until five (5) business days after written notice of the reason for withdrawal has been provided to Developer. Upon withdrawal of all or any portion of the Deposit by the City, the City shall provide Developer with a written statement regarding the amount withdrawn.
3. The escrow account shall remain open during the one (1) year guaranty period, which shall expire on November 21, 2023, following which all remaining Deposit shall be returned to Developer, without interest.

4. Addresses to which written notices shall be sent:

City of Pewaukee
City Clerk
W240 N3065 Pewaukee Road
Pewaukee, WI 53072

BWC Investments LLC
N8W22520-L Johnson Drive
Waukesha, WI 53186
Attention: Carl Tomich

IN WITNESS WHEREOF, the parties have signed this Agreement effective as of the date first written above.

City of Pewaukee

BWC Investments LLC

Date _____

Date _____

Steve Bierce, Mayor

Carl Tomich
Authorized Agent

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

DATE: December 5, 2022

DEPARTMENT: Clerk/Treasurer

PROVIDED BY:

SUBJECT:

Discussion and Possible Action Regarding **Ordinance 22-28** Related to Sex Offender Residency Requirements (*First Reading*) [Attorney Riffle]

BACKGROUND:

FINANCIAL IMPACT:

RECOMMENDED MOTION:

ATTACHMENTS:

Description

Ordinance 22-XX Sex Offender

ORDINANCE NO. _____

**AN ORDINANCE REPEALING AND RE-CREATING PORTIONS OF
SECTION 9.28 OF THE MUNICIPAL CODE CONCERNING RESIDENCY RESTRICTION FOR
SEX OFFENDERS.**

WHEREAS, the Common Council of the City of Pewaukee, Waukesha County, Wisconsin, deems it a priority to act in the interest of public safety within our community, particularly in the interest of our children: and

WHEREAS, according to the U.S. Department of Justice, there are a record number of convicted sex offenders living in our communities¹; and

WHEREAS, all convicted child sex offenders have proven themselves to be dangerous²; and

WHEREAS, research in this area has established sex offenders are rearrested for sex crimes four times more frequently than non-sex offenders³; and

WHEREAS, the reduction of crime and criminal recidivism are inextricably linked to public safety within our community; and

WHEREAS, the risks posed by sex offenders against children, are nationally recognized in such landmark legislation as the 1994 Jacob Wetterling Crimes Against Children and Sexually Violent Offender Registration Act; 1996 Megan's Laws; and the 2006 Adam Walsh Child Protection and Safety Act; and these risks are also recognized by legislation in every State in the United States of America including Wisconsin; and

WHEREAS, the Common Council finds that the data concerning child sex offenders is horrific and demonstrates the need for action, including the following⁴:

- "sex crimes are unfortunately fairly common in the United States."
- "It is estimated that one in every five girls and one in every seven boys are sexually abused by the time they reach adulthood."
- "Children are particularly vulnerable. Approximately 67% of all victims of reported sexual assaults are under the age of 18, and more than half of these victims are under the age of 12."

¹ Sex Offender Management Assessment and Planning Initiative, July 2015, *"This includes offenders returning to the community upon release from incarceration as well as offenders who are serving or who have been discharged from community-based sentences."*

² Kester, 2013 WI App 50, ¶ 30.

³ Sex Offender Management Assessment and Planning Initiative, July 2015, Langan, P., Schmitt, E., & Durose, M. (2003). Recidivism of Sex Offenders Released from Prison in 1994.

⁴Center for Sex Offender Management (CSOM) statistics. CSOM is a collaborative effort of the U.S. Department of Justice, Office of Justice Programs, the National Institute of Corrections, the State Justice Institute, and the American Probation and Parole Association, and these quoted statistics are from its "Fact Sheet: What You Need to Know about Sex Offenders".

- “Most sexual offenses are committed by someone the victim knows ... or acquaintance.”
- “No single factor or combination of factors can fully explain why someone offends sexually, though some factors may combine to increase people’s tendency to offend. These factors are ... [physiological, sociocultural, developmental] and situational/circumstantial (e.g. having easy access to victims...).”
- “About 12% to 24% of sex offenders will reoffend.”

WHEREAS, the Common Council also finds these statistics of the U.S. Department of Justice to be shocking and a call to action⁵:

- “Approximately 1.8 million adolescents in the United States have been victims of sexual assault.”
- “An estimated 60% of perpetrators of sexual abuse are known to the child but are not family members, e.g. family friends, babysitters, child care providers, neighbors.”

WHEREAS, in September of 2015 the State of Wisconsin Department of Corrections conducted an extensive study of sex offender recidivism between 1997 and 2010, and found that in total there were 631 instances (4.9% of all releases) of sexual re-offending, and the top two types of re-offense were second degree sexual assault of a child (103 offenses), first degree sexual assault of a child (100 offenses); and within the top 10 re-offenses also were sex with a child ages 16 or older (46 offenses) and repeated sexual assault of the same child (33 offenses); and the study concludes that of all the repeat offenses committed by sex offenders, “sex offenses that specifically reference children represent a greater proportion of the whole;”⁶

WHEREAS, data within the City of Pewaukee may not provide a large enough sample size for statistical analysis, however, there is no reason to believe the outcomes would be different in the City than were demonstrated statewide by the Department of Corrections data; and

WHEREAS, the creation of Sex Offender Residency Restrictions and Safety Zones by municipal ordinance around locations where children regularly congregate is a reasonable step toward protecting children and deterring recidivism by reducing the opportunity for new offenses within our community; and

⁵ U.S. Department of Justice, National Sex Offender Public Website “Facts and Statistics”

⁶ Joseph R. Tatar II, Ph.D. and Anthony Streveler, M.S.W., Sex Offender Recidivism After Release from Prison, Office of the Secretary, Research and Policy Unit. State of Wisconsin Department of Corrections (September 2015).

WHEREAS, the Common Council has reviewed many studies and reports concerning recidivism of sex offenders and the effectiveness of sex offender residency restrictions⁷, and has been fully advised in the matter; and

WHEREAS, the literature on the subject includes some studies that support the practice of imposing sex offender residency restrictions and others that are critical of the practice; and

WHEREAS, the Common Council finds it to be significant that some of the key studies that have concluded that sex offender residency restrictions have limited effectiveness have added significant qualifications to that conclusion; e.g. in “An Evaluation of Sex Offender Residency Restrictions in Michigan and Missouri,” (Huebner, et al., 2013), the authors generally do not support sex offender residency restrictions, but nevertheless find that following adoption of sex offender residency restrictions “the rate of recidivism for technical violations significantly decreased for Missouri sex offenders...” (id. at 9) and “the number of sex offense convictions did decline...” in Missouri (id. at 10); and

WHEREAS, in review of the residency restrictions of communities throughout Waukesha County and its environs, the Common Council finds that many of such communities have an “original domicile restriction,” which allows each community to take back its own while not adding an additional burden of more than its own sex offenders to its community; such burdens including neighborhood and citizen concerns and responses, risks of recidivism, and potential property value impacts⁸; and

⁷ These include but are not limited to: Recidivism of sex offenders released from prison in 1994, U.S. Department of Justice, Office of Justice Programs, copyright November 2003; The final report of the Commission to Improve Community Safety and Sex Offender Accountability, of the State of Maine, dated January 2004; Sex Offender Recidivism Prediction, Correctional Service of Canada dated October 14, 2004; Recidivism of Sex Offenders, May 2001, Center for Sex Offender Management; Treating Sex Offenders, Wisconsin Lawyer Magazine, October 1994; The Impact of Residency Restrictions on Sex Offenders and Correctional Management Practices: A Literature Review, Marcus Nieto and Professor David Jung, California Research Bureau, California State Library, August 2006; Sex Offenders: You Are Now Free to Move About the Country, and Analysis of Doe v. Miller’s Effects on Sex Offender Residential Restrictions, UMKC Law Review, Spring 2005; There Goes the Neighborhood? Estimates of the Impact of Crime Risk on Property Values from Megan’s Laws, Linden and Rockoff, National Bureau of Economic Research, May 2006; The Effect of Proximity to a Registered Sex Offender’s Residence on Single-Family Housing Selling Price, Goliath Appraisal Journal, July 2003; Sex Offenders, Sexually Violent Predators, Punishment, Residence Restrictions and Monitoring, California Proposition 83, Analysis by the Legislative Analyst; An Evaluation of Sex Offender Residency Restrictions in Michigan and Missouri, Huebner, et al., 2013.

⁸ Property value impacts have been noted in numerous studies, including “The Effect on Proximity to a Registered Sex Offender’s Residence on Single-Family House Selling Price,” Larsen, J., Lowery, K., & Coleman, J. (2003), *The Appraisal Journal*, 71(3), 253-65; and “Neighborhood Tipping and Sorting Dynamics in Real Estate; Evidence from the Virginia Sex Offender Registry,” Wentland, Bain, Brastow, Stoll, Waller, *Social Science Research Network*, April 2013. Property values are only one such impact. Stop it Now, a non-profit organization devoted to sex offender research, offers this advice to those concerned about sex offenders moving into a neighborhood, among others: Create a family safety plan; attend notification meetings; notify the police of suspicious activity; and don’t wait to take action for prevention. At a minimum, this heightened awareness and activity burdens the families and neighbors where sex offenders are placed, and collectively this burdens the City staff and resources, for every Sex Offender placement.

WHEREAS, if the City of Pewaukee would not have an original domicile restriction, the City would have open doors for non-resident sex offender residency when other communities have closed doors, inviting a substantial increase in child sex offender placements, with the related adverse impacts on the health, safety and welfare of the City and its residents; and

WHEREAS, the Common Council recognizes the merits, mentioned in some studies, of individualized consideration of the risks and benefits of residency restrictions on an offender-by-offender basis, and the City has carefully considered how it can best provide this individualized consideration, and has created an Appeals Board with sufficient jurisdiction to consider the original domicile restrictions to ensure that the ordinance does not banish sex offenders from the City; and

WHEREAS, the Common Council recognizes that it cannot eliminate all risk of child sex offender re-offense, and it must balance all of the competing public policies, but intends by these regulations to strike the legislative balance that is appropriate for the circumstances of the City of Pewaukee; and

WHEREAS, it is not the intent of this ordinance to banish sex offenders from residing within the City of Pewaukee, and careful attention has been given to ensure that there are ample locations for sex offenders to reside within the City of Pewaukee in compliance with the requirements of this ordinance:

Now, Therefore, The Common Council of The City of Pewaukee, Waukesha County, Wisconsin DOES ORDAIN AS FOLLOWS:

SECTION 1: Chapter 6 of the City of Pewaukee Municipal Code entitled, "Public Peace and Good Order," Section 6.035 entitled, "Sexual Offender Residency Restriction; Child Safety Zones," is hereby repealed and re-created as depicted in attached Exhibit A, which is incorporated herein by reference.

SECTION 2: CONTINUATION OF EXISTING PROVISIONS.

The provisions of this ordinance, to the extent that they are substantively the same as those of the ordinances in force immediately prior to the enactment of this ordinance, are intended as a continuation of such ordinances and not as new enactments, and the effectiveness of such provisions shall date from the date of adoption of the prior ordinances. In addition, the adoption of this ordinance shall not affect any action, prosecution or proceeding brought for the enforcement of any right or liability established, accrued or incurred under any legislative provision prior to the effective date of this ordinance for the time that such provision was in effect, and the repeal of any such provisions is stayed pending the final resolution of such actions, including appeals.

SECTION 3: SEVERABILITY.

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

SECTION 4: EFFECTIVE DATE.

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

PASSED and ADOPTED this ____ day of _____, 20__.

CITY OF PEWAUKEE

Steve Bierce, Mayor

Attest:

Kelly Tarczewski, City Clerk

Exhibit A

6.035 SEXUAL OFFENDER RESIDENCY RESTRICTIONS; CHILD SAFETY ZONES.

(1) PURPOSE & INTENT

This chapter is a regulatory measure aimed at protecting the health and safety of children in Pewaukee from the risk that convicted sex offenders may reoffend in locations close to their Residences. The Common Council has closely considered this question and had made numerous findings and expressions of intent within the preamble to the Ordinance which adopts this Code Section which are incorporated herein by reference. The City of Pewaukee finds and declares that sex offenders are a serious threat to public safety. When convicted sex offenders reenter society, they are much more likely than any other type of offender to be rearrested for a new rape or sexual assault. Given the high rate of recidivism for sex offenders and that reducing opportunity and temptation is important to minimizing the risk of re-offense, there is a need to protect children where they congregate or play in public places in addition to protections afforded by state law near schools, day-care centers and other places children frequent. The City finds and declares that in addition to schools and day-care centers, children congregate or play at public parks.

(2) DEFINITIONS

As used in this chapter and unless the context otherwise requires:

(a) (Repealed 18-01)

(b) **Offender** shall mean: (Rep & Rec 18-01)

(a) Any person who is required to register under §301.45, Wis. Stats., for any offense against a child or any person who is required to register under §301.45, Wis. Stats., and who is subject to the Special Bulletin Notification process set forth in §301.46(2) and (2m), Wis. Stats.;

(b) Any person subject to the sex crimes commitment provisions of §975.06, Wis. Stats.;

~~(c)~~ Any person found not guilty by reason of disease or mental defect placed on lifetime supervision under §971.17(lj), Wis. Stats.

(c) **Permanent Residence** means a place where the person sleeps, abides, lodges or resides for 14 or more consecutive days.

(d) **Sexually Violent Offense** shall have the meaning as set forth in § 980.01(6), Wis. Stats. as amended from time to time.

(e) **Temporary Residence** means residence or premise meeting either of the following criteria:

(a) A place where the person sleeps, abides, lodges, or resides for a period of 14 or more days in an aggregate during any calendar year and which is not that person's permanent residence as defined in (2) (c) above; or

- (b) A place where the person routinely sleeps, abides, lodges, or resides for a period of four or more consecutive or non-consecutive days in any month and which is not that person's permanent residence as defined in (2) (c) above.

(3) RESIDENCY RESTRICTIONS

- (a) An [eOffender](#) shall not reside within 1,500 feet of the real property comprising any of the following:

- (a) Any facility for children [which means a public or private school or a group home, as defined in § 48.02(7), Wis. Stats.; a residential care center for children and youth, as defined in § 48.02(15d), Wis. Stats.; a shelter care facility, as defined in § 48.02(17), Wis. Stats.; a foster home, as defined in § 48.02(6), Wis. Stats.; a treatment foster home, as defined in § 48.02(17q), Wis. Stats.; a day-care center licensed under § 48.65, Wis. Stats.; a day-care program established under § 120.13(14), Stats.; a day care provider certified under § 48.651, Wis. Stats.; or a youth center, as defined in § 961.01(22), Wis. Stats.]; and/or
- (b) A public park, parkway, parkland, park facility;
- (c) A public swimming pool;
- (d) A public library;
- (e) A recreational trail;
- (f) A public playground;
- (g) A school for children;
- (h) Athletic fields used by children;
- (i) A movie theater;
- (j) A day-care center;
- (k) Any specialized school for children, including, but not limited to, a gymnastics academy, dance academy, or music school;
- (l) A public or private golf course or range; and
- (m) Aquatic facilities open to the public.

- (b) The distance shall be measured from the closest boundary line of the real property supporting the residence of a person to the closest real property boundary line of the applicable above-enumerated use(s). A map depicting the above-enumerated uses and the resulting residency restriction distances, as amended from time to time, are on file in the office of the City Clerk for public inspection.

(c) Exceptions

A person residing within 1,500 feet of the real property comprising any of the uses enumerated in above, does not commit a violation of this chapter if any of the following apply:

- (a) The [eOffender](#) is required to serve a sentence at a jail, prison, juvenile facility, or other correctional institution or facility.
- (b) The [eOffender](#) has established a residence prior to the effective date of this chapter on October 19, 2015, which is within 1,500 feet of any of the uses enumerated above, or such enumerated use is newly established after such effective date and it is located within such 1,500 feet of a residence of a person which was established prior to the effective date of this chapter.

(c) The eOffender is a minor or ward under guardianship.

(4) ORIGINAL DOMICILE RESTRICTION; ~~AND APPEAL~~ (Rep & Rec 18-01) Original Domicile Restrictions; and Appeal.

- (a) In addition to and notwithstanding the foregoing, but subject to the residency restrictions above, no eOffender and no individual who has been convicted of a sexually violent offense shall be permitted to reside in the City of Pewaukee, unless such person was domiciled in the City of Pewaukee at the time of the offense resulting in the person's most recent conviction for committing the sexually violent offense. "Domicile" shall mean an individual's fixed and permanent home where the individual intends to remain permanently and indefinitely and to which whenever absent the individual intends to return, except that no individual may have more than one domicile at any time. Domicile is not a residence for any special or temporary purpose. An eOffender does not violate this Subsection if the Sex Offender Residence Board has granted an exemption. The original domicile restriction shall only apply to Offenders whose crimes or offenses were committed after [clerk to insert date] when an original domicile restriction was first enacted.

(5) PETITION FOR EXEMPTION.

- (a) An eOffender may seek an exemption from this Section ~~(4)(a)~~ 6.035 by petitioning to the Sex Offender Residence Board ("Residence Board").
- (b) The Residence Board shall consist of three citizens residing in the City, one from each Aldermanic district. Members shall be selected by the Mayor subject to the confirmation of the City of Pewaukee Common Council. Members shall serve for a term of five (5) years and shall serve no more than two (2) consecutive terms. The terms for the initial members of the Residence Board shall be staggered with one member serving one (1) year, a second member serving three (3) years and the third member serving five (5) years.
- (c) The Residence Board shall approve an official petition form. The eOffender seeking an exemption must complete the petition and submit it to the City Clerk who shall forward it to the Residence Board. The Residence Board shall hold a hearing on each petition, during which the Residence Board may review any pertinent information and accept oral or written statements from any person. The Residence Board shall base its decision on factors related to the City's interest in promoting, protecting and improving the health, safety and welfare of the community. Applicable factors for the Residence Board's consideration shall include, but are not limited to:
1. Nature of the offense that resulted in offender status
 2. Date of offense
 3. Age at time of offense
 4. Recommendation of probation or parole officer
 5. Recommendation of Police Department
 6. Recommendation of any treating practitioner
 7. Counseling, treatment and rehabilitation status of offender
 8. Remorse of offender
 9. Duration of time since offender's incarceration
 10. Support network of offender
 11. Relationship of offender and victim(s)
 12. Presence or use of force in offense(s)

13. Adherence to terms of probation or parole
14. Proposals for safety assurances of offender
15. Conditions to be placed on any exception from the requirements of this Ordinance

The Residence Board shall decide by majority vote whether to grant or deny an exemption. An exemption may be unconditional or limited to a certain address or time, or subject to other reasonable conditions. The Residence Board's decision shall be final for purposes of any appeal. A written copy of the decision shall be provided to the [eOffender](#) and the Police Services Department for the City of Pewaukee.

(6) CHILD SAFETY ZONES

- (a) No [eOffender](#) shall enter or be present upon any real property upon which there exists any facility used for or which supports a use of:

- (a) A public park, parkway, parkland, park facility;
- (b) A public swimming pool;
- (c) A public library;
- (d) A recreational trail;
- (e) A public playground;
- (f) A school for children;
- (g) Athletic fields used by children;
- (h) A movie theater;
- (i) A day-care center;
- (j) Any specialized school for children, including, but not limited to, a gymnastics academy, dance academy, or music school;
- (k) Any facility for children;
- (l) A public or private golf course or range; and
- (m) Aquatic facilities open to the public; and
- (n) Any facility for children [which means a public or private school or a group home, as defined in § 48.02(7), Wis. Stats.; a residential care center for children and youth, as defined in § 48.02(15d), Wis. Stats.; a shelter care facility, as defined in § 48.02(17), Wis. Stats.; a foster home, as defined in § 48.02(6), Wis. Stats.; a treatment foster home, as defined in § 48.02(17q), Wis. Stats.; a day-care center licensed under § 48.65, Wis. Stats.; a day-care program established under § 120.13(14), Stats.; a day care provider certified under § 48.651, Wis. Stats.; or a youth center, as defined in § 961.01(22), Wis. Stats.].

- (b) A map depicting the locations of the real property supporting the above-enumerated uses, as amended from time to time, is on file in the office of the City Clerk for public inspection.

(c) Child Safety Zone Exceptions

An [eOffender](#) does not commit a violation of the Child Safety Zone as stated above and the enumerated uses may allow such person on the property supporting such use if any of the following apply:

- (a) The property supporting an enumerated use also supports a church, synagogue, mosque, temple or other house of religious worship (collectively "church"), subject to the following conditions:

- a. Entrance and presence upon the property occurs only during hours of worship or other religious program/service as posted to the public; and
 - b. Written advance notice is made from the person to an individual in charge of the church, and approval from an individual in charge of the church as designated by the church is made in return, of the attendance by the person; and
 - c. The eOffender shall not participate in any religious education programs which include individuals under the age of 18, unless other adults who are not eOffenders are also present.
- (b) The property supporting an enumerated use also supports a use lawfully attended by a person's natural or adopted child(ren), which child's use reasonably requires the attendance of the person as the child's parent upon the property, subject to the following conditions:
- 1. Entrance and presence upon the property occurs only during hours of activity related to the use as posted to the public; and
 - 2. Written advance notice is made from the person to an individual in charge of the use upon the property, and approval from an individual in charge of the use upon the property as designated by the owner of the use upon the property is made in return, of the attendance by the person.
- (c) The property supporting an enumerated use also supports a polling location in a local, state or federal election, subject to the following conditions:
- 1. The person is eligible to vote;
 - 2. The designated polling place for the person is an enumerated use; and
- (d) The person enters the polling place property and proceeds to cast a ballot with whatever usual and customary assistance is provided to any member of the electorate, and the person vacates the property immediately after voting.
- (e) The property supporting an enumerated use also supports an elementary or secondary school lawfully attended by a person as a student, under which circumstances the person who is a student may enter upon that property supporting the school at which the person is enrolled, as is reasonably required for the educational purposes of the school.

(7) VIOLATIONS AND PENALTIES

- (a) Forfeitures. Any person found guilty of violating this section shall be subject to a forfeiture as provided in Section 25 of the City of Pewaukee Municipal Code.

(8) EXCEPTION FOR PLACEMENTS UNDER CHAPTER 980 OF THE WISCONSIN STATUTES.(Created 18-01)

To the extent required by Section 980.135 of the Wisconsin Statutes, and notwithstanding the foregoing provisions of this chapter, the City of Pewaukee hereby exempts and may not enforce any portion thereof that restricts or prohibits an eOffender from residing at a certain location or that restricts or prohibits a person from providing housing to an eOffender against

an individual who is released under Wisconsin Statutes Section 980.08, or against a person who provides housing to such individual, so long as the individual is subject to supervised release under Chapter 980 of the Wisconsin Statutes, the individual is residing where he or she is ordered to reside under Section 980.08 of the Wisconsin Statutes, and the individual is in compliance with all court orders issued under Chapter 980 of the Wisconsin Statutes

**CITY OF PEWAUKEE
COMMON COUNCIL AGENDA ITEM 15.**

DATE: December 5, 2022

DEPARTMENT: Clerk/Treasurer

PROVIDED BY:

SUBJECT:

Discussion and Possible Action Regarding the Reserve Liquor Licenses and Potentially Making Them Available to Surrounding Communities [Mayor Bierce / S. Riffle]

BACKGROUND:

FINANCIAL IMPACT:

RECOMMENDED MOTION:

ATTACHMENTS:

Description

Reserve Worksheet

Municipal LAW

& L I T I G A T I O N G R O U P

DALE W. ARENZ (1935-2022)
DONALD S. MOLTER, JR. (Retired)
JOHN P. MACY
H. STANLEY RIFFLE (Court Commissioner)
ERIC J. LARSON
REMZY D. BITAR

730 N. GRAND AVENUE
WAUKESHA, WISCONSIN 53186
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PAUL E. ALEXY
MATTEO REGINATO
LUKE A. MARTELL
SAMANTHA R. SCHMID
CHRISTOPHER R. SCHULTZ
LUCAS C. LOGIC
GREGORY M. PROCOPIO
BENJAMIN T. CROCKETT
ADAM J. MEYERS

STEPHEN J. CENTINARIO, JR.
MICHAEL J. MORSE

December 1, 2022

MEMO

From: City Attorney Stan Riffle
To: Kelly Tarczewski, Clerk

Re: City's quota of "Class B" reserve licenses – 2022

Kelly:

Here is my analysis in response to your question as to what is the City's current quota of "Class B" reserve licenses. In general, the City's initial quota of "Class B" reserve licenses and current quota may be different. An increase in a municipality's initial quota of "Class B" reserve licenses may occur through an increase in population, as determined by the Department of Administration for revenue sharing purposes. Wis. Stat. secs. 125.51 (4) (br) 1.e and 125.51 (4) (br) 2. must be reviewed and applied for this purpose. I have applied the formulae in these statutes – here is my worksheet related to the application of these statutes:

1997 Analysis (125.51 (4) (bm))

(bm) The clerk of each municipality shall record the municipality's population, as defined in par. (a) 2., and the number of licenses: **1997 – Population = 11,752**

1. Authorized to be issued by the municipality on December 1, 1997, under s. 125.51 (4), 1995 stats.;

ANSWER: 22

2. Described in par. (b) 1g.;

ANSWER: 18

3. That are reserve "Class B" licenses.

ANSWER: 4

2022 Analysis - (125.51 (4) (br) 1. e.)

(br) 1. Except as provided in subd. 2., the number of reserve "Class B" licenses authorized to be issued by a municipality shall be determined as follows:

a. Subtract 3 from the number recorded under par. (bm) 1.

ANSWER: 19

b. Subtract the number recorded under par. (bm) 2. from the result under subd. 1. a.

ANSWER: $19 - 18 = 1$

c. Divide the result under subd. 1. b. by 2, except that if the result is not a whole number round the quotient down to the nearest whole number.

ANSWER: $1 / 2 = \frac{1}{2} = 0$

d. Add 3 to the result under subd. 1. c.

ANSWER: $0 + 3 = 3$

e. Add one license per each increase of 500 population to the population recorded under par. (bm).

**ANSWER: $16,127 - 11,752 = 4,375$
 $4,375 / 500 = 8.75 = 8 + 3 = 11$**

f. Add one license if the municipality had issued a license under s. 125.51 (4) (br) 1. e., 1999 stats., based on a fraction of 500 population, but a municipality's quota is only increased under this subd. 1. f. as long as the total number of licenses issued by the municipality equals the maximum number of licenses authorized, including under this subd. 1. f.

ANSWER: 0

g. Add one license for each license transferred to the municipality under par. (e).

ANSWER: 0

h. Subtract one license for each license transferred from the municipality under par. (e).

ANSWER: 0

CONCLUSION

The number of reserve “Class B” licenses authorized to be issued in 2022 is 11

Thank you.

Very truly yours,

H. Stanley Riffle

H. Stanley Riffle, City Attorney

**CITY OF PEWAUKEE
COMMON COUNCIL AGENDA ITEM 16.**

DATE: December 5, 2022

DEPARTMENT: Clerk/Treasurer

PROVIDED BY:

SUBJECT:

Discussion and Possible Action to Approve **Resolution 22-12-53** Establishing the 2023 Fee Schedule [Tarczewski]

BACKGROUND:

The notable changes are the following:

Minor language changes.

Increases for the columbarium due to the bronze plaque price increases

Increases to the ambulance fees

Increases to the building inspection fees

Increases to park building fees

Decreases to picnic area rental fees

FINANCIAL IMPACT:

RECOMMENDED MOTION:

ATTACHMENTS:

Description

Resolution 22.12.53

RESOLUTION 22-12-53

**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 & Short-Term Rental Licenses (§11.04)	\$ 25.00
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
8. 9. Reserve Alcohol Beverage Sales license (§11.01)	\$10,000.00 (one-time fee)
9. 10. Petition for Appeal of Suspension/Revocation of Operators license (§11.01)	\$100.00
10. 11. Change of Agent (§11.01)	\$10.00
11. 12. Publication Fee (§11.01)	Actual cost (to be billed)
12. 13. Original Bartenders license (§11.01)	\$30.00 / year
13. 14. Renewal of Bartenders license (§11.01)	\$25.00 / year
14. 15. Provisional Bartenders license (§11.01)	\$10.00 / year
15. 16. Temporary Bartenders license (§11.01)	\$10.00 / year
16. 17. Replacement Bartender license (§11.01)	\$5.00
17. 18. Outdoor Entertainment (§11.02)	\$30.00 / year
18. 19. Cigarette license (§11.13)	\$100.00 / year
19. 20. Amusement Device license (§11.03)	\$10.00 / device/year
20. 21. License for Adult-Oriented Establishment (§11.12)	\$500.00 / year
21. 22. Background Investigation Fee for Establishment (§11.12)	\$75.00 / year

22. 23. Name Change Fee for Adult-Oriented Establishment (§11.12)	\$500.00 / year
23. 24. License for Employees of Adult-Oriented Establishment (§11.12)	\$50.00 / year
24. 25. Background Investigation Fee for Employee License (§11.12)	\$60.00 / year
25. 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

<i>*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</i>	
3. Copy Charge	
➤ Photocopy	
○ Less than 11" x 17"	.10¢ per page plus tax
○ 11" x 17"	.25¢ per page plus tax
○ Larger than 11" x 17"	\$ 5.00 per page plus tax
➤ CD / Flash Drive (No outside media will be accepted)	\$10.00 minimum per CD / Flash Drive plus staff time
4. Non-Sufficient Funds (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	
○ Resident	\$400.00* plus \$600 / site opening/closing charge for full burials or \$250 for cremains
○ Non-resident	\$600.00* plus \$600 / site opening/closing charge for full burials or \$250 for cremains
➤ Columbarium Crematory Niche (includes bronze plaque)	
○ Resident	\$830.00 \$785.00 * plus \$150 / site opening/closing charge
○ Non-resident	\$930.00 \$885.00 * 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
<i>* 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. Sales tax is charged on perpetual care.</i>	
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 \$1,548.00 / dwelling unit	
Total Non-Residential Impact Fee \$2,036 / per acre	
➤ Impact Fee to be used for Parks, Playgrounds and Athletic fields:	
○ Residential buildings:	\$984.00 \$984.00 / dwelling unit
➤ Impact Fee to be used for Fire and Rescue facilities:	
○ Non-residential buildings:	\$232.00 / \$232.00 / acre
○ Residential buildings:	\$95.00 / dwelling unit
➤ Impact Fee to be used for Hike/Bike Trails:	
○ Non-residential buildings:	\$1,804.00 / acre
○ Residential buildings:	\$469.00 / dwelling unit \$469.00 / dwelling unit
9. Garbage Collection/Recycling Rate (\$6.145)	\$178.00 \$178.00 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	\$120.00
➤ Alterations - 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 or replacement	\$60.00 / unit
➤ New Air Conditioner or replacement	\$60.00 / unit
➤ New all-in-one HVAC system or replacement	\$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 \$175.00 / 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 Address Tile Set	\$ 15.50 \$25.00
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.

I. COMMERCIAL PLAN REVIEW FEE SCHEDULE – BUILDING/HVAC/FIRE ALARM/FIRE SUPPRESSION

1. New construction, additions, alterations and parking lots fees are computed per this table.
2. New construction and additions are calculated based on total gross floor area of the structure.
3. A separate plan review fee is charged for each type of plan review.

Area (Square Feet)	Building Plans	HVAC Plans	Fire Alarm System Plans	Fire Suppression System Plans
Less than 2,500	\$250	\$150	\$30	\$30
2,500 - 5,000	\$300	\$200	\$60	\$60
5,001 - 10,000	\$500	\$300	\$100	\$100
10,001 - 20,000	\$700	\$400	\$150	\$150
20,001 - 30,000	\$1,100	\$500	\$200	\$200
30,001 - 40,000	\$1,400	\$800	\$350	\$350
40,001 - 50,000	\$1,900	\$1,100	\$500	\$500
50,001 - 75,000	\$2,600	\$1,400	\$700	\$700
75,001 - 100,000	\$3,300	\$2,000	\$1,000	\$1,000
100,001 - 200,000	\$5,400	\$2,600	\$1,200	\$1,200
200,001 - 300,000	\$9,500	\$6,100	\$3,000	\$3,000
300,001 - 400,000	\$14,000	\$8,800	\$4,400	\$4,400
400,001 - 500,000	\$16,700	\$10,800	\$5,600	\$5,600
Over 500,000	\$18,000	\$12,100	\$6,400	\$6,400

Note:	1. A Plan Entry Fee of \$100.00 shall be submitted with each submittal of plans in addition to the plan review and inspection fees.
	2. At the Sole discretion of the Supervisor of Building Inspection and Plans Examiner; Fees may be modified, reduced or waived based on scope of services, project type, or other relevant factors.
Determination of Area	The area of a floor is the area bounded by the exterior surface of the building walls or the outside face of columns where there is no wall. Area includes all floor levels such as subbasements, basements, ground floors, mezzanines, balconies, lofts, all stories, and all roofed areas including porches and garages, except for cantilevered canopies on the building wall. Use the roof area for free standing canopies.
Structural Plans and other Component Submittals	When submitted separately from the general building plans, the review fee for structural plans, precast concrete, laminate wood, beams, cladding elements, other facade features or other structural elements, the review fee is \$250.00 per plan with an additional \$100.00 plan entry fee per each plan set.
Accessory Buildings and Misc. Structures	The plan review fee for accessory buildings and miscellaneous structures (i.e. towers, billboards, etc.) less than 500 square feet shall be \$125.00 with the plan entry fee waived.
Early Start	The plan review fee for permission for "early start" construction shall be \$75.00 for all structures less than 2,500 sf. All other structures shall be \$150.00. The square footage shall be computed as the first floor of the building or structure.
Plan Examination Extensions	The fee for the extension of an approved plan review shall be 50% of the original plan review fee, not to exceed \$3,000.00.
Resubmittals & revisions to approved plans	When deemed by the reviewer to be a minor revision from previously reviewed and/or approved plans, the review fee shall be \$75.00. Any significant changes or alterations beyond minor amendments as determined by the Plans Examiner and Building Inspection Department may result in additional charges as appropriate.
Submittal of plans after construction	Where plans are submitted after construction, the standard late submittal fee of \$250.00 will be assessed per each review type that occurred after construction. This is in addition to any other plan entry fees, structural components and base fees applied to a project.
Expedited Priority Plan Review	The fee for a priority plan review, which expedites completion of the plan review in less than the normal processing time when the plan is considered ready for review, shall be 200% of the fees specified in these provisions.
J. COMMERCIAL PLAN REVIEW FEE SCHEDULE – PLUMBING	
1. New construction, alterations and remodeling fees are computed per the following table	
2. New construction fee is calculated based on square footage of the area constructed.	

3. Alterations and remodeling fee is based on the number of plumbing fixtures.

Area (Square Feet) (New Construction & Additions)	Plumbing Plan Review Fee		Number Fixtures (Alteration & Remodeling)	of Plumbing Review Fee Plan
Less than 3,000	\$300		<15	\$200
3,001 - 4,000	\$400		16-25	\$300
4,001 - 5,000	\$550		26-35	\$450
5,001 – 6,000	\$650		36-50	\$550
6,001 – 7,500	\$700		51-75	\$800
7,501 – 10,000	\$850		76-100	\$900
10,001 – 15,000	\$900		101-125	\$1,050
15,001 – 20,000	\$950		126-150	\$1,150
20,001 – 30,000	\$1,100		>151	\$1,150
30,001 – 40,000	\$1,250		Plus \$160 for each additional 25 fixtures (rounded up) beyond 150 Fixtures	
40,001 – 50,000	\$1,550			
50,001 – 75,000	\$2,100			
Over 75,000	\$2,500			
Plus \$0.0072 per each additional sq. ft. over 75,000 sq. ft.				
Note:	1. A Plan Entry Fee of \$100.00 shall be submitted with each submittal of plans in addition to the plan review and inspection fees.			
	2. At the Sole discretion of the Supervisor of Building Inspection and Plans Examiner; Fees may be modified, reduced or waived based on scope of services, project type, or other relevant factors.			
Determination of Area	The area of a floor is the area bounded by the exterior surface of the building walls or the outside face of columns where there is no wall. Area includes all floor levels such as subbasements, basements, ground floors, mezzanines, balconies, lofts, all stories, and all roofed areas including porches and garages, except for cantilevered canopies on the building wall. Use the roof area for free standing canopies.			
Resubmittals & revisions to approved plans	When deemed by the reviewer to be a minor revision from previously reviewed and/or approved plans, the review fee shall be \$75.00. Any significant changes or alterations beyond minor amendments as determined by the Plans Examiner and Building Inspection Department may result in additional charges as appropriate.			
Submittal of plans after construction	Where plans are submitted after construction, the standard late submittal fee of \$250.00 will be assessed per each review type that occurred after construction. This is in addition to any other plan entry fees and base fees applied to a project.			

Expedited Priority Plan Review	The fee for a priority plan review, which expedites completion of the plan review in less than the normal processing time when the plan is considered ready for review, shall be 200% of the fees specified in these provisions.
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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. Residential Zoning Permit (Fences/Sheds/Patio Slabs/Gazebo/Play Structures/Driveway & Other as determined by the Building Inspector	\$ 75.00 \$100.00, includes plan review and inspection
7. Commercial Zoning Permit	\$200.00, includes plan review and inspection
8. 7. Zoning Compliance Letter *	\$100.00
*Additional Fee for Processing Letter to be Available within two business days	\$ 25.00
9. 8. Business Plan of Operations	\$100.00
10. 9. Site or Building Plan Review by Plan Commission	\$500.00
10. Site or Plan Amendment Review by Plan Commission	\$250.00
11. Site or Building Plan Review by Staff (minor changes as determined by the City Planner)	\$ 75.00 \$100.00
12. Conceptual Review Application	\$200.00
13. Temporary Use Permit	\$ 50.00
B. LAND DIVISION - (Chapter 18)	
1. Preliminary Plat	\$750.00 \$800.00 plus \$20.00 for each proposed lot or parcel created
2. Final Plat	\$350.00 \$400.00 plus \$10.00 for each proposed lot or parcel created
3. Final CSM with No Public Facilities Certified Survey Map	\$350.00 \$400.00 plus \$10.00 for each lot or parcel created
4. 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	\$1,700.00
➤ Non-Resident	\$1,100.00	\$1,700.00
2. ALS2 (Advanced Life Saving) Base Rate		
➤ Resident	\$1,050.00	\$1,400.00
➤ Non-Resident	\$1,150.00	\$1,400.00
3. ALS (Advanced Life Saving) On Scene Care		
➤ Resident	\$ 300.00	\$1,000.00
➤ Non-Resident	\$ 400.00	\$1,000.00
4. BLS (Basic Life Saving) Rescue Charge		
➤ Resident	\$ 700.00	\$1,200.00
➤ Non-Resident	\$ 800.00	\$1,200.00
5. BLS (Basic Life Saving) On Scene Care		
➤ Resident	\$ 200.00	\$400.00
➤ Non-Resident	\$ 250.00	\$400.00
6. Mileage Charge for Rescue	\$ 25.00	\$ 27.00
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	\$40.00 \$45.00 / hour	\$80.00 \$90.00 / hour	\$50.00 / hour	\$180.00 / hour	\$200.00
Nettesheim	\$25.00 \$30.00 / hour	\$50.00 \$60.00/ hour	\$40.00 / hour	\$160.00 / hour	\$200.00
South	\$25.00 \$30.00 / hour	\$50.00 \$60.00 / hour	\$40.00 / hour	\$160.00 / hour	\$200.00
Balmer	\$50.00 \$120.00 / day	\$100.00 \$240.00 / day	\$85.00 \$120.00 / 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	\$100.00	\$400.00	\$100.00
100 people	\$70.00	\$210.00 \$140.00	\$140.00	\$600.00	\$100.00
200 people	\$125.00	\$375.00 \$250.00	\$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, 2023.

Dated this 5th day of December, 2022-

CITY OF PEWAUKEE

Steve Bierce, Mayor

ATTEST:

Kelly Tarczewski, Clerk/Treasurer

**CITY OF PEWAUKEE
COMMON COUNCIL AGENDA ITEM 17.**

DATE: December 5, 2022

DEPARTMENT: Clerk/Treasurer

PROVIDED BY:

SUBJECT:

Discussion and Possible Action Regarding the Proclamation Declaring December 16, 2022 Princess Delaney Krings Day [Mayor Bierce]

BACKGROUND:

FINANCIAL IMPACT:

RECOMMENDED MOTION:

ATTACHMENTS:

Description

Delaney Proclamation

City of Pewaukee Proclamation

A PROCLAMATION DECLARING December 16, 2022 – Princess Delaney Krings Day

Whereas, Dalaney Krings was born on December 16, 2017 to parents Heather and Jack Krings, and is the younger sister of Brooklyn and Carson; and

Whereas, Dalaney immediately became their treasured and lovable **princess**; and

Whereas, Dalaney **melts** hearts with her bubbly, sassy, and witty personality and sweet lopsided grin; and

Whereas, Dalaney gives **warm hugs** as she wraps her little arms around the necks of the people she loves the most; and

Whereas, Dalaney **sprinkles kindness** on others through acts of compassion, because she is pure of heart and doesn't realize it comes back in unimaginable ways; and

Whereas, she teaches us how to **let go** of trivial things and focus on what truly matters - family; and

Whereas, Dalaney's family and loved ones have shown tremendous courage, love and devotion through unspeakable circumstances; and

Now, Therefore, Be It Proclaimed, that the Mayor and Common Council, on behalf of all of the Citizens of Pewaukee, Wisconsin, hereby declare **December 16, 2022 – Princess Delaney Krings Day** in the City of Pewaukee. Long may she reign in our hearts!

Presented to the City of Pewaukee Common Council this 5th day of December, 2022.

Colleen Brown – Council President

Steve Bierce – Mayor

**CITY OF PEWAUKEE
COMMON COUNCIL AGENDA ITEM •**

DATE: December 5, 2022

DEPARTMENT: Employee Services

PROVIDED BY:

SUBJECT:

§19.85(1)(c): Considering employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility specifically related to employee compensation.

BACKGROUND:

FINANCIAL IMPACT:

RECOMMENDED MOTION: