

Office of the Clerk/Treasurer

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

**COMMON COUNCIL
MEETING NOTICE AND AGENDA
Monday, October 21, 2024
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. Discussion and Possible Action Regarding **Ordinance #24-15** Specifically Related to the Speed Limit Reduction on Duplainville Road (*Second Reading*) [Wagner].
 - 3.2. Approval of the Accounts Payable Listing Dated October 21, 2024
 4. Discussion and Possible Action Related to the Request of the Hamilton Supermileage Racing Team for City of Pewaukee Sponsorship
 5. **PUBLIC HEARING**, Discussion and Possible Action Regarding a Conditional Use Permit for Autumn Hill Academy for the Property Located at N25 W23050 Paul Road (PWC 0917-995-006) for the Purpose of a Proposed Public Charter School - **Item has been requested to be TABLED until December 2, 2024** [Fuchs]
 6. Discussion and Possible Action Regarding a Certified Survey Map for Cedar Gables to Combine Two Properties Located at N18 W22670 Watertown Road (PWC 0958-990-005, PWC 0958-990-006) [Fuchs]
 7. Discussion and Possible Action Regarding the Cedar Gables Development [Wagner]
 - 7.1 Approve the Developer's Agreement
 - 7.2 Establish the financial guarantee in the amount of \$1,822,905.55.
 8. Discussion and Possible Action Regarding the City's Capital Improvement Program Policies and Practices [Klein / Fuchs]
 9. Discussion and Possible Action to Recreate an ATV Route in the City of Pewaukee [Tabbert]
 10. Discussion and Possible Action Regarding **Resolution 24-10-22** Appointing Additional Poll Workers for the November 5th, 2024 Election [Tarczewski]
 11. 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.

12. 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 the 2025 Proposed Wage Increases for Non-Union Employees.

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.

13. Adjournment

Kelly Tarczewski
Clerk/Treasurer

October 18, 2024

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: October 21, 2024

DEPARTMENT: Public Works

PROVIDED BY: Magdelene Wagner

SUBJECT:

Discussion and Possible Action Regarding **Ordinance #24-15** Specifically Related to the Speed Limit Reduction on Duplainville Road (*Second Reading*) [Wagner].

BACKGROUND:

This item was discussed at the September 16, 2024 Council meeting. Per the direction of the Council, this is the first reading of the Ordinance required to reduce the speed limit on Duplainville Road from Victoria Street to Lindsay Road to 35 mph.

Staff continues to recommend against this change.

The following is from the 9/16/2024 Council agenda:

Mr. Lindenstruth has requested the speed limit on Duplainville Road from Victoria Street north to the City Limits be reduced from 45 mph to 35 mph. He states traffic is speeding in this area, the area is now densely populated with the new subdivisions, the new trail along Duplainville, and other areas on this roadway have a 35 mph speed limit (see his email attached).

The Sheriff conducted a speed study in this area in July 2024. There was a previous speed study in 2023 for the area as well. See attached studies. Overall, the traffic studies show the 85th percentile of traffic is going 50 mph in this section of Duplainville Road. Approximately 18% of the traffic is exceeding the enforceable limit. In 2023, the speed study shows 12% of the traffic exceed the 50 mph enforceable limit on the roadway. Both are considered low risk. In 2021, a speed study just south of this section with a speed limit of 35 mph had a 40% exceedance of the enforceable limit.

One crash was reported in 2020 on this stretch at Victoria Street which was a rear end collision with property damage only.

Duplainville Road was recently reconstructed. During the design, we reviewed the traffic and determined the speed limits were appropriate for this roadway as they currently are. The reconstruction designed the roadway to accommodate the speeds of the roadway. The roadway has wide shoulders and bypass lanes at the intersections. Duplainville Road is classified as a local arterial.

I agree there has been a lot of development in the Duplainville Corridor over the last 15 years, however the section of Duplainville Road in the 45 mph speed limit area has not changed. There are 3 residential driveways (2 for 1 property), 1 intersection with a bypass lane, and 1 commercial driveway with a bypass lane. The path terminates at the intersection of Lindsay Road currently. The major residential intersections which would generate the pedestrian crossings are located within the 35 mph zone and have adequate sight distances to see oncoming vehicles.

Duplainville Road meets all clear zone and sight line requirements for the higher speed posting. This area of Duplainville

is not as densely populated at the remaining southern sections of Duplainville Road. In addition, the design of the roadway supports the volume and speed of the traffic. Finally, the speed studies indicate this section of roadway has the proper speed posted.

Staff does not recommend the speed reduction in this area.

The Public Works Committee disagreed with the Staff recommendation to deny the speed reduction request. They recommended the speed reduction be brought to the Council for further action.

FINANCIAL IMPACT:

RECOMMENDED MOTION:

Council adopt the ordinance revision.

ATTACHMENTS:

Description

Request

Location Map

2021 Speed study

2023 speed study

2024 Speed Study

Picture 1

Picture 2

Picture 3

Ordinance 24-15

From: [Frederic Lindenstruth](#)
To: [Gabbey, Michaelis](#)
Cc: [Wagner, Magdelene](#)
Subject: Re: Duplainville
Date: Thursday, June 20, 2024 1:04:26 PM

Michaelis,

Thank you for including Maggie on this. Maggie, I am requesting a change in this section of Duplainville for a speed reduction. If I need to file something more formal let me know. Whether this section of Duplainville meets the city's requirements or not, it is a hazard for multiple reasons. This is now a densely populated residential area, which is a massive change since it was only farm fields 20 years ago.

Best Regards,

Frederic Lindenstruth, ASA
Managing Director – Tangible Asset Valuation
Corporate Valuation Advisors, Inc.
262-369-0400
414-807-4590 (Cell)

From: Gabbey, Michaelis <gabbey@pewaukee.wi.us>
Sent: Thursday, June 20, 2024 10:03 AM
To: Frederic Lindenstruth <flindenstruth@corporatevaluation.com>
Cc: Wagner, Magdelene <wagner@pewaukee.wi.us>
Subject: RE: Duplainville

Hello Frederic,

Any requests for a change to the speed limit should be made to the Director of Public Works (Maggie Wagner).

It's my understanding that this location was previously discussed for a speed reduction, however it meets all clear zone and sight line requirements for the higher speed posting. Unless a change to these conditions has been made, I don't see anything to support a reduction in the posted speed limit.

Sincerely,

Michaelis Gabbey, P.E.
Chief Engineer – Streets & Development
City of Pewaukee
W240N3065 Pewaukee Road
Pewaukee, WI 53072

Office: 262-691-0804

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From: Frederic Lindenstruth <flindenstruth@corporatevaluation.com>

Sent: Wednesday, June 19, 2024 8:19 AM

To: Gabbey, Michaelis <gabbey@pewaukee.wi.us>

Subject: Duplainville

Good morning Michaelis,

I hope all is well.

I previously mentioned concerns with the speed limit on Duplainville and inquiring about it changing from 45 in front of my house to 35. I am bringing those concerns up again. The traffic is going too fast, even at 45 mph (lot of vehicles going well over 45). My son went out to get the mail the other day and was almost hit by a semi going way too fast. I know you stated that it is considered a collector roadway and the section in question is flat with a wide clear zone, good sight lines, and relatively few private access points. It also has a higher daily traffic volume than nearby roads.

But I know multiple other spots that could be considered that as well that is only posted at 35. Also, Linsday Rd from F to Duplainville used to be 45mph and it was changed to 35. From Linsday south past my house is now a heavy residential area and now with a walking trail which people have to cross the Duplainville to access. The rest of Duplainville south is 35. South of the railroad tracks on Duplainville comes close to your description and that from my recollection has always been 35.

I am not sure if I need to discuss this with you or someone else, but I really want to start to push the issue of the speed limit changing.

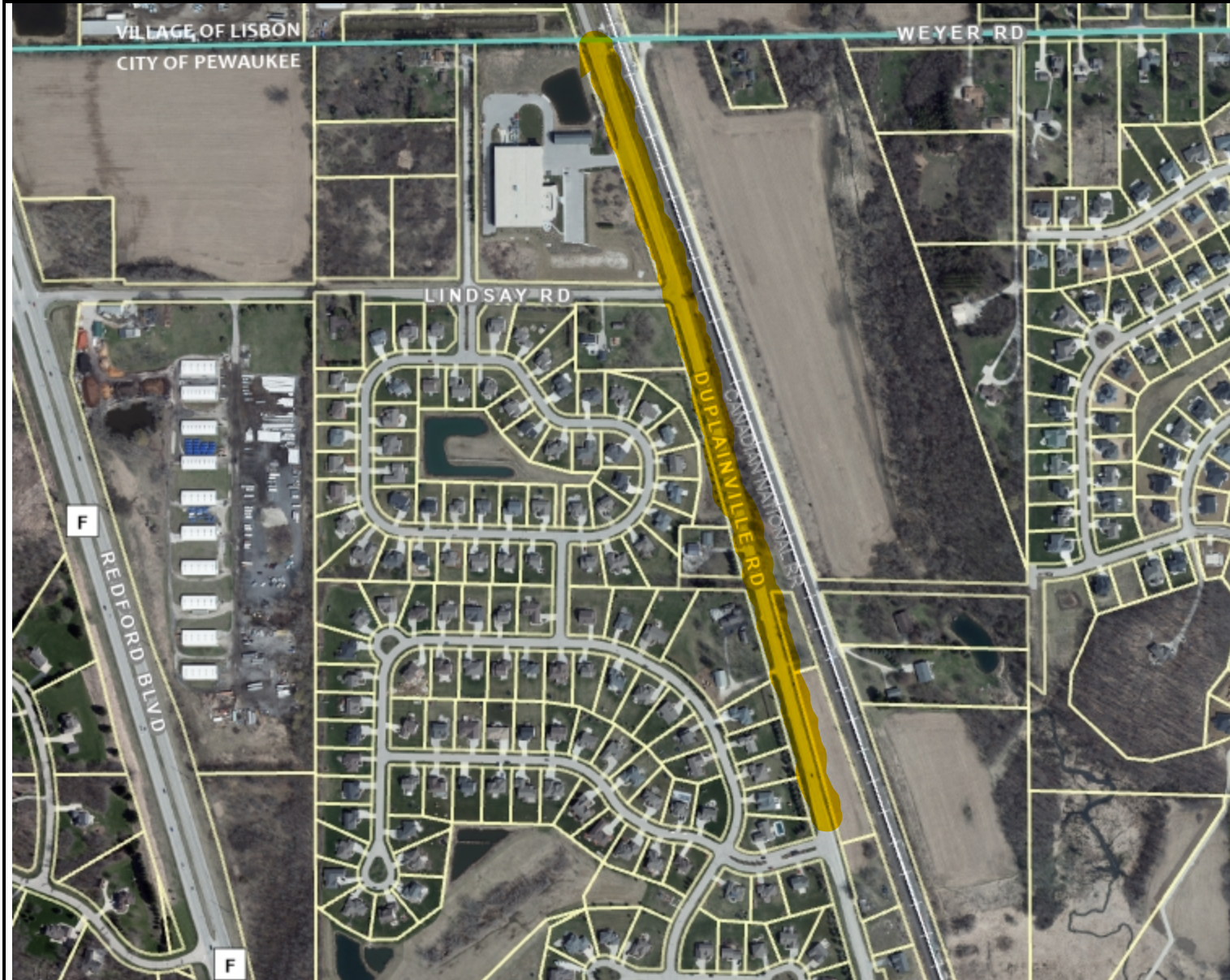
Best Regards,

Frederic Lindenstruth, ASA
Managing Director – Tangible Asset Valuation
Corporate Valuation Advisors, Inc.
262-369-0400
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- Legend**
-  Municipal Boundary_2K
 - Parcel_Dimension_2K
 - Note_Text_2K
 - Lots_2K
 -  Lot
 -  Unit
 -  General Common Element
 -  Outlot
 - SimultaneousConveyance
 -  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

45 mph zone

0 559.79 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:

Printed: 8/26/2024



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

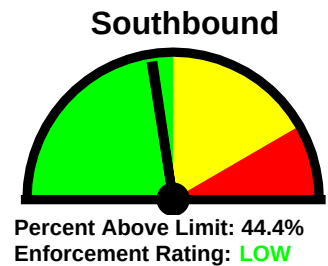
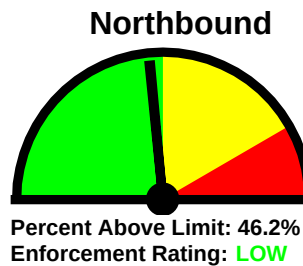
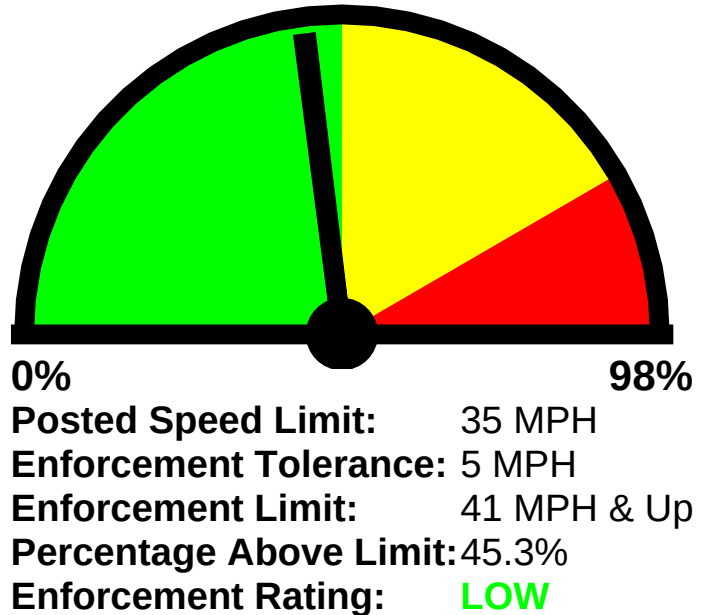
Speed Enforcement Evaluator

Location:
Duplainville Rd

**Total Percentage of
Enforceable Violations**

Closest Cross Street:
Overhill Rd

Analysis Dates:
Sunday, September 05, 2021
Wednesday, September 15, 2021



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
37	178	369	880	1828	1758	6340	6987	2035	327	50	10	3	3

85 percentile = 44

Northbound

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
35	74	112	317	1073	947	2925	3405	1072	186	29	5	1	2

85 percentile = 44

Southbound

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
2	104	257	563	755	811	3415	3582	963	141	21	5	2	1

85 percentile = 44

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

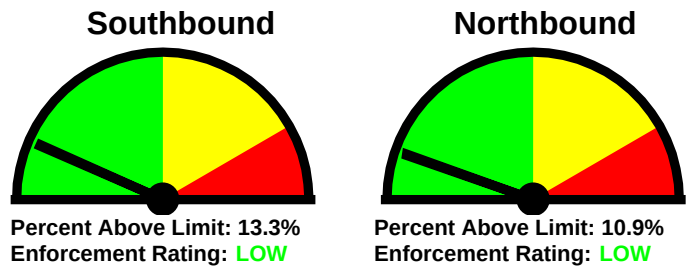
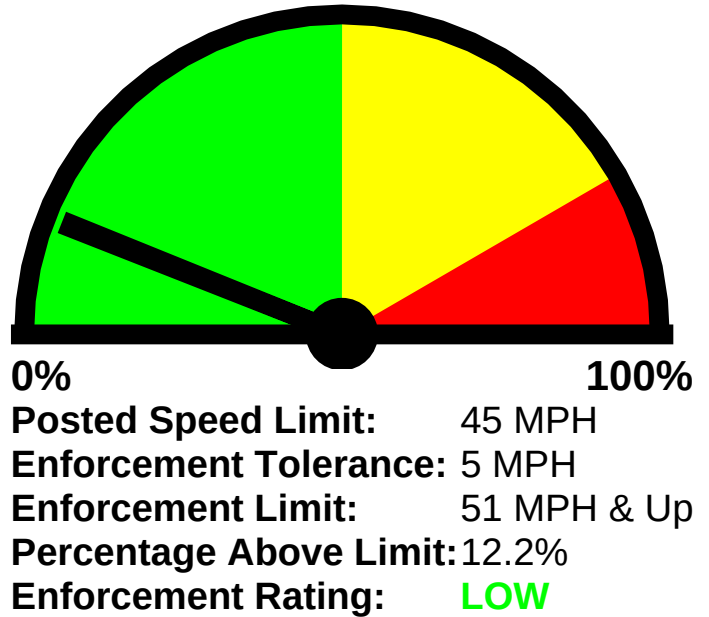
Speed Enforcement Evaluator

Location:
Duplainville Road

**Total Percentage of
Enforceable Violations**

Closest Cross Street:
Lindsay Road

Analysis Dates:
Wednesday, March 08, 2023
Wednesday, March 15, 2023



Combined

1-15	16-20	21-25	26-30	31-35	36-40	41-45	46-50	51-55	56-60	61-65	66-70	71-75	>75
325	259	861	592	655	1718	3125	3370	1248	193	50	14	3	1

85 percentile = 49

Southbound

1-15	16-20	21-25	26-30	31-35	36-40	41-45	46-50	51-55	56-60	61-65	66-70	71-75	>75
239	107	380	191	308	868	1702	1848	721	111	24	6	3	0

85 percentile = 49

Northbound

1-15	16-20	21-25	26-30	31-35	36-40	41-45	46-50	51-55	56-60	61-65	66-70	71-75	>75
86	152	481	401	347	850	1423	1522	527	82	26	8	0	1

85 percentile = 49

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

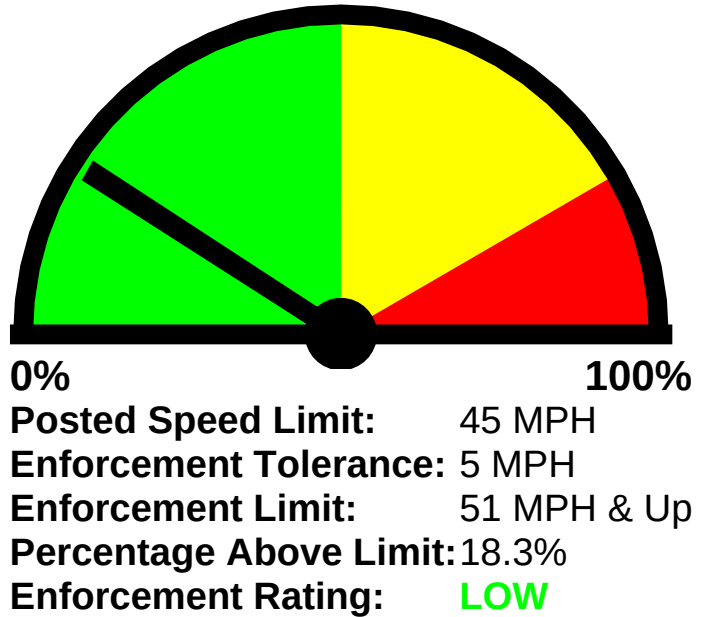
Speed Enforcement Evaluator

Location:
Duplainville Road S/O

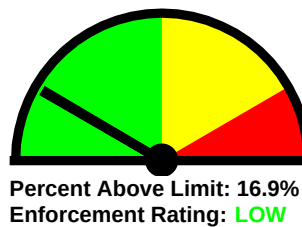
**Total Percentage of
Enforceable Violations**

Closest Cross Street:
Lindsay Road

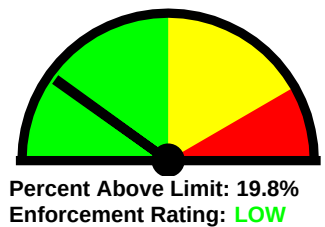
Analysis Dates:
Thursday, July 04, 2024
Sunday, July 14, 2024



NORTHBOUND



SOUTHBOUND



Combined

1-20	21-25	26-30	31-35	36-40	41-45	46-50	51-55	56-60	61-65	66-70	71-75	76-80	>80
398	151	82	196	1457	5799	8018	2972	493	107	16	8	6	2

85 percentile = 50

NORTHBOUND

1-20	21-25	26-30	31-35	36-40	41-45	46-50	51-55	56-60	61-65	66-70	71-75	76-80	>80
190	74	37	103	805	3221	4057	1402	234	66	8	4	5	2

85 percentile = 50

SOUTHBOUND

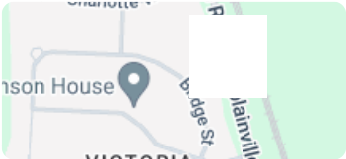
1-20	21-25	26-30	31-35	36-40	41-45	46-50	51-55	56-60	61-65	66-70	71-75	76-80	>80
208	77	45	93	652	2578	3961	1570	259	41	8	4	1	0

85 percentile = 50

Google Maps 4493 Duplainville Rd



Image capture: Jul 2023 © 2024 Google



Google Maps 4537 Duplainville Rd

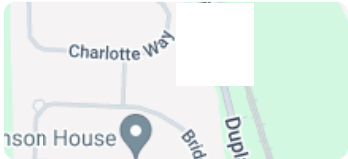


Pewaukee, Wisconsin

Google Street View

Jul 2023 [See more dates](#)

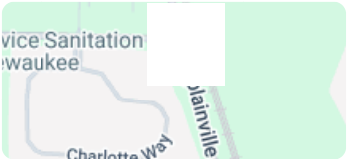
Image capture: Jul 2023 © 2024 Google



Google Maps 4537 Duplainville Rd



Image capture: Jul 2023 © 2024 Google



STATE OF WISCONSIN CITY OF PEWAUKEE WAUKESHA COUNTY
ORDINANCE NO. 24-15

**AN ORDINANCE TO AMEND SECTION 5.02(2)(b) and 5.02(2)(c)
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: Delete subsection 2) Duplainville Road from its intersection with Redford Blvd. (C.T.H. “F”) northerly to a location .2 miles north of Overhill Road and replace with 2) Duplainville Road from its intersection with Redford Blvd. (C.T.H. “F”) northerly to the intersection of Lindsay Road.

Subsection (c), entitled “Forty five (45) miles per hour speed zone is amended as follows: Delete subsection 2) Duplainville Road from a location 0.2 miles north of Overhill Road north to City line of the Township of Lisbon and replace with 2) Duplainville Road from the intersection of Lindsay Road north to the City line of the Village of Lisbon.

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 21th day of October 2024.

CITY OF PEWAUKEE

Steve Bierce, Mayor

ATTEST:

Kelly Tarczewski, City Clerk/Treasurer

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

DATE: October 21, 2024

DEPARTMENT: Clerk/Treasurer

PROVIDED BY:

SUBJECT:

Approval of the Accounts Payable Listing Dated October 21, 2024

BACKGROUND:

FINANCIAL IMPACT:

RECOMMENDED MOTION:

ATTACHMENTS:

Description

A/P 10.21.2024

10/18/2024 10:01 AM
User: FIORENTINO
DB: City Of Pewaukee

CHECK DISBURSEMENT REPORT FOR PEWAUKEE
CHECK DATE FROM 10/05/2024 - 10/18/2024

Page 1/11

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 100 GENERAL FUND							
10/11/2024	100	142178	ASSOCIATED BAG COMPANY	PARKS - BUILDING REPAIRS & MAINT	52410	55200	300.00
				PARKS - GROUNDS MAINTENANCE	52420	55200	505.80
				CHECK 100 142178 TOTAL FOR FUND 100:			805.80
10/11/2024	100	142179	BADGER OIL EQUIPMENT CO.	CITY HALL - BUILDING REPAIRS & MAINT	52410	51600	537.99
10/11/2024	100	142180	BUELOW VETTER BUIKEMA OLSON &	EMPLOYEE SERVICES - ATTORNEY	52100	51430	465.00
10/11/2024	100	142181	CHARLIE DWYER	BUILDING SERVICES - MILEAGE & FUEL	53300	52400	156.78
10/11/2024	100	142182	CHERRIE LARSON	RECREATION PROGRAM - CONTRACTED	52190	55300	413.60
				RECREATION PROGRAM - CONTRACTED	52190	55300	480.00
				CHECK 100 142182 TOTAL FOR FUND 100:			893.60
10/11/2024	100	142183	CHRIST EVANGELICAL LUTHERAN CHURCH	EMPLOYEE SERVICES - TRAINING	52980	51430	150.00
10/11/2024	100	142184*#	CINTAS CORP	EMPLOYEE SERVICES - SAFETY PERSONAL	53480	51430	90.80
10/11/2024	100	142185	ELLIOTTS ACE HARDWARE	PARKS - NEW EQUIPMENT	53950	55200	279.99
10/11/2024	100	142186	ERIC ROOS	FIRE PROTECTIVE SERVICES - WAGES	51100	52230	946.39
10/11/2024	100	142187	FEI BEHAVIORAL HEALTH	EMPLOYEE SERVICES - EAP EMPLOYEE ASSIST	51370	51430	630.36
10/11/2024	100	142188#	FORWARD TS	BUILDING SERVICES - OPERATING SUPPLIES	53400	52400	25.39
				RECREATION PROGRAM - OPERATING SUPPLIES	53400	55300	169.04
				CHECK 100 142188 TOTAL FOR FUND 100:			194.43
10/11/2024	100	142189	FRIENDS OF THE PARKS OF PEWAUKEE	PARK REIMBURSEMENTS/RESTITUTION/MISC	46729	00000	352.00
10/11/2024	100	142190	FROEDTERT HEALTH /	EMPLOYEE SERVICES - EMPLOYEE WELLNESS	52700	51430	450.00
10/11/2024	100	142193	IS OUTFITTERS	IT - OTHER PROFESSIONAL SERVICES	52190	51450	580.00
10/11/2024	100	142194	LAKE COUNTRY INSPECTIONS, LLC	BUILDING SERVICES - OTHER PROFESSIONAL	52190	52400	2,565.00
10/11/2024	100	142196	LANGE ENTERPRISES, INC	PARKS - GROUNDS MAINTENANCE	52420	55200	62.23
10/11/2024	100	142197	MARY FIRNROHR	RECREATION PROGRAM - CONTRACTED	52190	55300	625.60
10/11/2024	100	142198	MENARDS	PARKS - BUILDING REPAIRS & MAINT	52410	55200	28.74
				PARKS - NEW EQUIPMENT	53950	55200	55.43
				CHECK 100 142198 TOTAL FOR FUND 100:			84.17
10/11/2024	100	142200	MOTION CONNECTED	EMPLOYEE SERVICES - EMPLOYEE WELLNESS	52700	51430	405.00

10/18/2024 10:01 AM
User: FIORENTINO
DB: City Of Pewaukee

CHECK DISBURSEMENT REPORT FOR PEWAUKEE
CHECK DATE FROM 10/05/2024 - 10/18/2024

Page 2/11

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 100 GENERAL FUND							
10/11/2024	100	142202	NOVATECH	PLANNER - OPERATING SUPPLIES	53400	56300	74.17
10/11/2024	100	142203*#	ODP BUSINESS SOLUTIONS LLC	ENGINEERING - OPERATING SUPPLIES	53400	53110	17.00
10/11/2024	100	142205	PARTNER2LEARN, LLC	EMPLOYEE SERVICES - TRAINING	52980	51430	650.00
10/11/2024	100	142206	PROHEALTH CARE MEDICAL GROUP	FIRE ADMINISTRATION - EMPLOYMENT	52150	52210	1,553.00
10/11/2024	100	142209	WLB CO INC	ELECTIONS - PRINTING	53120	51440	1,190.00
10/15/2024	100	1708 (E)	WI DEPT OF REVENUE/SALES TAX	SALES TAX DUE STATE			** VOIDED **
				SALES TAX DISCOUNT			** VOIDED **
10/18/2024	100	142211	AIRGAS USA	FIRE PROTECTIVE SERVICES - EMS	53450	52230	295.20
				FIRE PROTECTIVE SERVICES - EMS	53450	52230	211.80
				CHECK 100 142211 TOTAL FOR FUND 100:			507.00
10/18/2024	100	142213	ARROW TERMINAL, LLC	HIGHWAY - OPERATING SUPPLIES	53400	53100	203.80
10/18/2024	100	142214	BIEBEL'S TRUE VALUE AND JUST ASK	HIGHWAY - EQUIP REPAIR & MAINT	52430	53100	15.49
10/18/2024	100	142215	BIG JIM'S SMALL ENG SERV	FIRE PROTECTIVE SERVICES - EQUIP REPAIR	52430	52230	21.32
10/18/2024	100	142216	BREDAN MECHANICAL SYSTEMS INC	CITY HALL - BUILDING REPAIRS & MAINT	52410	51600	1,314.52
10/18/2024	100	142217	CINTAS	HIGHWAY - OPERATING SUPPLIES	53400	53100	78.24
10/18/2024	100	142218*#	CINTAS CORP	PARKS - BUILDING REPAIRS & MAINT	52410	55200	47.79
10/18/2024	100	142220	CONWAY SHIELD	FIRE PROTECTIVE SERVICES - NEW	53950	52230	95.00
				FIRE PROTECTIVE SERVICES - NEW	53950	52230	3,739.00
				FIRE PROTECTIVE SERVICES - NEW	53950	52230	14,953.00
				CHECK 100 142220 TOTAL FOR FUND 100:			18,787.00
10/18/2024	100	142222	DIAMOND VOGEL	HIGHWAY - ROAD SIGNS & MARKINGS	53720	53100	556.00
10/18/2024	100	142223	EDEN CRUM	OPERATOR LICENSES	44120	00000	30.00
10/18/2024	100	142224	ELEVITY GORDON FLESCH CO INC	IT - SOFTWARE MAINTENANCE & UPDATES	52480	51450	151.00
10/18/2024	100	142225	ELIZABETH PETERSON	RECREATION PROGRAM - CONTRACTED	52190	55300	315.00
10/18/2024	100	142226*#	ELLIOTTS ACE HARDWARE	FIRE ADMINISTRATION - OPERATING	53400	52210	25.99
				HIGHWAY - EQUIP REPAIR & MAINT	52430	53100	24.99
				CHECK 100 142226 TOTAL FOR FUND 100:			50.98

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Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 100 GENERAL FUND							
10/18/2024	100	142227	EMERGENCY LIGHTING & ELECTRONICS	FIRE PROTECTIVE SERVICES - EQUIP REPAIR	52430	52230	102.42
				FIRE PROTECTIVE SERVICES - EQUIP REPAIR	52430	52230	39.24
				CHECK 100 142227 TOTAL FOR FUND 100:			141.66
10/18/2024	100	142229*#	FORWARD TS	COURT - OPERATING SUPPLIES	53400	51200	24.25
				POLICE - OPERATING SUPPLIES	53400	52100	24.25
				FIRE ADMINISTRATION - OPERATING	53400	52210	96.76
				ENGINEERING - OPERATING SUPPLIES	53400	53110	58.57
				CHECK 100 142229 TOTAL FOR FUND 100:			203.83
10/18/2024	100	142230	GALLS	FIRE PROTECTIVE SERVICES - UNIFORMS	53410	52230	85.31
				FIRE PROTECTIVE SERVICES - UNIFORMS	53410	52230	228.49
				FIRE PROTECTIVE SERVICES - UNIFORMS	53410	52230	212.90
				FIRE PROTECTIVE SERVICES - UNIFORMS	53410	52230	227.02
				FIRE PROTECTIVE SERVICES - UNIFORMS	53410	52230	156.50
				FIRE PROTECTIVE SERVICES - UNIFORMS	53410	52230	164.49
				FIRE PROTECTIVE SERVICES - UNIFORMS	53410	52230	71.24
				CHECK 100 142230 TOTAL FOR FUND 100:			1,145.95
10/18/2024	100	142233	HOPKINS SPORTS CAMPS	RECREATION PROGRAM - CONTRACTED	52190	55300	1,226.00
10/18/2024	100	142234	HUMPHREY SERVICE PARTS, INC	HIGHWAY - EQUIP REPAIR & MAINT	52430	53100	20.29
10/18/2024	100	142235#	IS OUTFITTERS	IT - SOFTWARE MAINTENANCE & UPDATES	52480	51450	11,815.00
				NEW EQUIPMENT - LISBON	53950	52245	6,816.26
				CHECK 100 142235 TOTAL FOR FUND 100:			18,631.26
10/18/2024	100	142236	J&L TIRE AND SERVICE CENTER	FIRE PROTECTIVE SERVICES - VEHICLE	52440	52230	1,220.60
10/18/2024	100	142238	JOHNS DISPOSAL SERVICE	RECYCLE - GARBAGE COLLECTION	52800	53620	16,313.33
10/18/2024	100	142239	KWIK TRIP INC.	FIRE PROTECTIVE SERVICES - FUEL	53420	52230	4,839.86
10/18/2024	100	142241	LAUTERBACH & AMEN, LLP	CLERK/TREASURER - OTHER ACCOUNTING	52130	51420	2,200.00
				CLERK/TREASURER - OTHER ACCOUNTING	52130	51420	16,700.00
				CHECK 100 142241 TOTAL FOR FUND 100:			18,900.00
10/18/2024	100	142242	LIFE-ASSIST INC	FIRE PROTECTIVE SERVICES - EMS	53450	52230	5.88
				FIRE PROTECTIVE SERVICES - EMS	53450	52230	750.08
				CHECK 100 142242 TOTAL FOR FUND 100:			755.96

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Fund: 100 GENERAL FUND							
10/18/2024	100	142244*#	MENARDS	FIRE ADMINISTRATION - OPERATING	53400	52210	55.76
				FIRE ADMINISTRATION - OPERATING	53400	52210	29.90
				FIRE ADMINISTRATION - OPERATING	53400	52210	39.96
				HIGHWAY - ROAD SIGNS & MARKINGS	53720	53100	58.96
				PARKS - BUILDING REPAIRS & MAINT	52410	55200	53.82
				PARKS - NEW EQUIPMENT	53950	55200	20.21
				PARKS - NEW EQUIPMENT	53950	55200	84.94
				CHECK 100 142244 TOTAL FOR FUND 100:			343.55
10/18/2024	100	142245	MOTION & CONTROL ENTERPRISES LLC	HIGHWAY - EQUIP REPAIR & MAINT	52430	53100	64.77
10/18/2024	100	142246*#	ODP BUSINESS SOLUTIONS LLC	ENGINEERING - OPERATING SUPPLIES	53400	53110	6.19
10/18/2024	100	142247	PREMIUM WATERS, INC	PARKS - OPERATING SUPPLIES	53400	55200	55.74
				PARKS - OPERATING SUPPLIES	53400	55200	(18.01)
				CHECK 100 142247 TOTAL FOR FUND 100:			37.73
10/18/2024	100	142248	PRINTER WORLD	COURT - OPERATING SUPPLIES	53400	51200	57.99
10/18/2024	100	142250	REINDERS, INC.	HIGHWAY - EQUIP REPAIR & MAINT	52430	53100	40.80
10/18/2024	100	142252	ROMAN SANTIAGO	OPERATOR LICENSES	44120	00000	30.00
10/18/2024	100	142253	RUNDLE-SPENCE	PARKS - BUILDING REPAIRS & MAINT	52410	55200	1,615.32
10/18/2024	100	142254*#	SITEONE LANDSCAPE SUPPLY LLC	PARKS - GROUNDS MAINTENANCE	52420	55200	1,284.90
10/18/2024	100	142255	STACI JOERS	RECREATION PROGRAM - CONTRACTED	52190	55300	560.00
10/18/2024	100	142256	STATE OF WI COURT FINES & ASSMTS	COURT PENALTIES	45110	00000	4,005.63
10/18/2024	100	142257	TRUGREEN PROCESSING	CITY HALL - GROUNDS MAINTENANCE	52420	51600	343.07
10/18/2024	100	142258	UNIFIRST CORP	FIRE ADMINISTRATION - OPERATING	53400	52210	62.02
10/18/2024	100	142259*#	VESTIS	HIGHWAY - CONTRACTED JANITORIAL	52400	53100	39.80
				HIGHWAY - UNIFORMS	53410	53100	93.87
				HIGHWAY - UNIFORMS	53410	53100	93.87
				CHECK 100 142259 TOTAL FOR FUND 100:			227.54
10/18/2024	100	142260	VILLAGE OF PEWAUKEE	PARKS - WATER	52230	55200	194.20
				PARKS - WATER	52230	55200	152.17
				PARKS - SEWER	52240	55200	311.22

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Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 100 GENERAL FUND							
				PARKS - SEWER	52240	55200	297.23
				PARKS - PUBLIC FIRE PROTECTION CHARGE	52950	55200	135.37
				PARKS - PUBLIC FIRE PROTECTION CHARGE	52950	55200	27.33
				CHECK 100 142260 TOTAL FOR FUND 100:			<u>1,117.52</u>
10/18/2024	100	142262	WASTE MANAGEMENT	SERVICE FEES	52900	53635	2,730.10
10/18/2024	100	142263	WAUKESHA CO TECHNICAL COLLEGE	FIRE PROTECTIVE SERVICES - TRAINING	52980	52230	2,278.53
10/18/2024	100	142264	WAUKESHA CO TREASURER	COURT PENALTIES	45110	00000	1,221.38
10/18/2024	100	142265*#	WE ENERGIES	HIGHWAY - ELECTRICITY	52210	53100	1,082.36
				GAS FOR HEAT (NATURAL GAS)	52220	53100	43.62
				CHECK 100 142265 TOTAL FOR FUND 100:			<u>1,125.98</u>
10/18/2024	100	142268	WLB CO INC	FIRE ADMINISTRATION - OPERATING	53400	52210	139.00
				Total for fund 100 GENERAL FUND			116,528.21

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Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 230 STORM WATER MANAGEMENT							
10/11/2024	100	142203*#	ODP BUSINESS SOLUTIONS LLC	OPERATING SUPPLIES	53400	53650	17.00
10/18/2024	100	142210*#	AECOM TECHNICAL SERVICES, INC	PROJECTS - YENCH ROAD CULVERT	58210	57355	6.03
				PROJECTS - KOPMEIER RD	58200	57368	476.52
				PROJECTS - SPRINGDALE DRAINAGE EASEMENT	58210	57370	18,836.22
				CHECK 100 142210 TOTAL FOR FUND 230:			19,318.77
10/18/2024	100	142212	ALL-WAYS CONTRACTORS, INC	DITCH & CULVERT MAINT - DITCH	53520	53652	102.00
10/18/2024	100	142229*#	FORWARD TS	OPERATING SUPPLIES	53400	53650	58.57
10/18/2024	100	142240	LANNON STONE PRODUCTS	DITCH & CULVERT MAINT - DITCH	53520	53652	33.52
10/18/2024	100	142243	LINCOLN CONTRACTORS	OPERATING SUPPLIES	53400	53650	135.96
10/18/2024	100	142246*#	ODP BUSINESS SOLUTIONS LLC	OPERATING SUPPLIES	53400	53650	6.20
10/18/2024	100	142251	RIDGE EXCAVATING	PROJECTS - SPRINGDALE DRAINAGE EASEMENT	58210	57370	197,645.44
10/18/2024	100	142254*#	SITEONE LANDSCAPE SUPPLY LLC	DITCH & CULVERT MAINT - DITCH	53520	53652	251.10
10/18/2024	100	142259*#	VESTIS	CONTRACTED JANITORIAL	52400	53650	19.89
10/18/2024	100	142261	WACHTEL TREE SCIENCE	PROJECTS - SPRINGDALE DRAINAGE EASEMENT	58210	57370	7,344.00
10/18/2024	100	142265*#	WE ENERGIES	ELECTRICITY	52210	53650	541.18
				GAS FOR HEAT (NATURAL GAS)	52220	53650	21.81
				CHECK 100 142265 TOTAL FOR FUND 230:			562.99
10/18/2024	100	142266	WESTERN CULVERT & SUPPLY	DITCH & CULVERT MAINT - CULVERT	53510	53652	1,413.00
10/18/2024	100	142270	ZIGNEGO READY MIX	CATCH BASIN MAINT - CATCH BASIN	53510	53655	730.00
				Total for fund 230 STORM WATER MANAGEMENT			227,638.44

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 250 TOURISM & CONVENTION							
10/18/2024	100	142221	DEMAND & PRECISION PARTS	TOURISM - SPORTS COMPLEX TURF	58210	56700	70,650.00
10/18/2024	100	142232	H&H CIVIL CONSTRUCTION LLC	TOURISM - SPORTS COMPLEX TURF	58210	56700	231,073.72
10/18/2024	100	142249	R.A. SMITH & ASSOC., INC.	TOURISM - SPORTS COMPLEX TURF	58210	56700	2,612.95
Total for fund 250 TOURISM & CONVENTION							304,336.67

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount		
Fund: 420 CAPTIAL ROAD PROJECTS									
10/18/2024	100	142210*#	AECOM TECHNICAL SERVICES, INC	LEXINGTON/TAKOMA PH 2	58210	57568	19,489.09		
10/18/2024	100	142269#	WOLF PAVING	ROUNDY'S INDUSTRIAL PARK #2	58210	57422	164,020.53		
				JOSEPH ROAD	58210	57553	10,665.83		
				CHECK 100 142269 TOTAL FOR FUND 420:					174,686.36
				Total for fund 420 CAPTIAL ROAD PROJECTS					194,175.45

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Fund: 490 CAPTIAL EQUIPMENT							
10/11/2024	100	142204	PARKITECTURE & PLANNING	CAPITAL EQUIPMENT/BUILDING	58100	57621	4,548.00
				Total for fund 490 CAPTIAL EQUIPMENT			4,548.00

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Fund: 600 WATER UTILITY							
10/11/2024	100	142184*#	CINTAS CORP	OFFICE SUPPLIES & EXPENSES	53100	00921	45.40
10/11/2024	100	142191*#	H2O INK, LLC	TRANS & DIST OPS-UNIFORMS	53410	10665	75.00
10/11/2024	100	142192	HYDROCORP	TRANS & DIST OPS-CROSS CONNECTION	52900	10664	1,288.00
10/11/2024	100	142199	MIDWEST METER INC.	METERS	18566	00346	16,470.00
10/11/2024	100	142201	NORTHERN LAKE SERVICE, INC	TREATMENT OPS-WATER TESTING & LAB EXPS	52310	10642	3,380.94
10/11/2024	100	142203*#	ODP BUSINESS SOLUTIONS LLC	ADMIN & GEN EXPS OPS-OFFICE SUPPLIES	53100	10921	25.84
10/18/2024	100	142218*#	CINTAS CORP	TRANS & DIST OPS-UNIFORMS	53410	10665	50.57
10/18/2024	100	142226*#	ELLIOTTS ACE HARDWARE	PUMP MAINT-BUILD & GROUNDS	52310	10631	5.59
10/18/2024	100	142228#	FERGUSON WATERWORKS #1476	LINDSAY WATER - PARK TO SWAN	12814	00107	107.24
				TRANS & DIST MAINT-MAINT OF SERVICES	52400	10675	329.46
				CHECK 100 142228 TOTAL FOR FUND 600:			436.70
10/18/2024	100	142237	J. MILLER ELECTRIC	PUMP MAINT-MAINT AND REPAIR	52400	10633	3,097.51
				PUMP MAINT-MAINT AND REPAIR	52400	10633	242.00
				CHECK 100 142237 TOTAL FOR FUND 600:			3,339.51
10/18/2024	100	142244*#	MENARDS	ADMIN & GEN OPS-TRANSP EXPS REPAIRS	52400	10921	13.83
10/18/2024	100	142267	WISCONSIN RURAL WATER ASSOC.	ADMIN & GEN OPS-UTILITY MEMB & CONT	53200	10930	110.00
				Total for fund 600 WATER UTILITY			25,241.38

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Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 650 SEWER UTILITY							
10/11/2024	100	142184*#	CINTAS CORP	OFFICE SUPPLIES & EXPENSES	53100	00921	45.41
10/11/2024	100	142191*#	H2O INK, LLC	Uniforms & Protective Equipment	53410	01827	75.00
10/11/2024	100	142195	LAKE PEWAUKEE SANITARY DISTRICT	SEWER SERVICE CHARGE - LAKE PEWAUKEE	52341	01827	159,675.00
10/11/2024	100	142203*#	ODP BUSINESS SOLUTIONS LLC	ADMIN & GEN OPS-OFFICE SUPPLIES	53100	10921	25.84
10/11/2024	100	142207	VISU-SEWER	MAINTENANCE OF COLLECTION SYSTEM	52400	01831	4,845.60
10/11/2024	100	142208	WAUKESHA WATER UTILITY	SEWER SERVICE CHARGE - WCC	52344	01827	30,088.34
10/18/2024	100	142218*#	CINTAS CORP	Uniforms & Protective Equipment	53410	01827	50.57
10/18/2024	100	142219	CITY OF BROOKFIELD	INTEREST/LONG TERM DEBT	56100	01880	1,035.55
				INTEREST/LONG TERM DEBT	56100	01880	816.08
				CHECK 100 142219 TOTAL FOR FUND 650:			1,851.63
10/18/2024	100	142231	GRAINGER	SUPPLIES AND EXPENSES	53400	01827	174.70
10/18/2024	100	142244*#	MENARDS	ADMIN & GEN OPS-TRANSP EXPS & REPAIRS	52400	10921	13.83
				Total for fund 650 SEWER UTILITY			196,845.92
			TOTAL - ALL FUNDS				1,069,314.07

'*'-INDICATES CHECK DISTRIBUTED TO MORE THAN ONE FUND

'#'-INDICATES CHECK DISTRIBUTED TO MORE THAN ONE DEPARTMENT

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

DATE: October 21, 2024

DEPARTMENT: Clerk/Treasurer

PROVIDED BY:

SUBJECT:

Discussion and Possible Action Related to the Request of the Hamilton Supermileage Racing Team for City of Pewaukee Sponsorship

BACKGROUND:

FINANCIAL IMPACT:

RECOMMENDED MOTION:

ATTACHMENTS:

Description

Racing Team Information

Hamilton Supermileage Racing Team

Sussex Hamilton High School



What is Supermileage?

- High school organization focusing on engineering and manufacturing
- Students design and build vehicles to attain best mileage
- Race throughout Wisconsin against other high school students
- Both gas and electric vehicles
- Braking tests to determine stopping distance from 25mph
- Maneuverability tests to determine stability
- Trial runs for gas vehicles to determine mileage
- Hour-long races for electric vehicles to determine maximum distance

Program History

- 2017
 - First year for Hamilton team
 - Built two brand new cars and refitted a donated chassis
 - 234 miles per gallon with a gas car
 - 22.3 miles in one hour with an electric car
 - 2017 Rookie Team of the Year
- 2018-19
 - Main focus of research and experimentation of batteries and motors
 - Tested combinations of batteries in series and parallel
 - 2nd place in an electrathon heat
- 2022
 - Testing new components: hub motor, Milwaukee batteries
 - Focus on finding proper gearing for various tracks
 - Worked on shop efficiency and standardizing parts: brake caliper mounts, steering brackets, axles, kingpins.
- 2023
 - Standardizing Components: steering, breaking and frame design.
 - 2nd Place season overall in gas
 - Fox Valley event champion for gas
 - 1st place documentation in gas
 - 2nd place documentation in electric
- 2024
 - Main focus on electric vehicle battery management
 - 3rd place documentation for gas
 - 2nd place mileage at Road America for gas
 - Fox Valley event champion for gas
 - 1st place documentation in electrathon

What's Next for Hamilton?

As Hamilton begins preparations for the 2025 spring race season, students are more invested in the program than ever. Students are planning to build a brand-new electric car and have been working in Solidworks to design an aluminum chassis. For the first time ever this year, Hamilton will only have aluminum chassis vehicles! The students have calculated how much material they will need and determined that the weight of the chassis will be about 75 pounds, which is less than half the weight of previous frames.

The Hamilton team has also been busy researching brakes, after finding that the hydraulic brakes purchased in 2023 couldn't stop the cars efficiently. The team plans on switching over to cable-actuated hydraulic brakes mounted to a foot bar for easy adjustment depending on height of driver. The team is currently also working on improving maneuverability of vehicles by changing wheelbase and steering components.

One electric car team is focusing on building a whole new car. The oldest electric car from last year reached the end of its three-year lifespan as allowed by the state organization, so the old chassis will be turned into a demo/display vehicle, while our team starts fresh. The team is excited to finally make the switch to an aluminum chassis to help with weight reduction, and to implement some of the ideas that they have developed after a successful season last year!

Be sure to follow our progress via team social media!



@HHSsupermileage



@HHSsupermileage



Sussex Hamilton Supermileage

A note from the advisor:

First of all, thank you for taking the time to meet with the students, shake their hands, listen to them, and look through this packet. The chance for a high schooler to talk to a local company about something that they are working on at school is amazing and getting out of Hamilton and in front of adults in the real world is a great opportunity for them to build confidence and soft skills.

Personally, I am very excited about this year. The students are the most enthusiastic that I have seen them, they took time last year to look at the most successful cars in the pits at each race and are bringing lots of ideas with them this year. I look forward to seeing what they research, design, and build this year.

Hamilton Supermileage Racing Team

Sussex Hamilton High School



2024-2025 Expected Costs

- State affiliation fee and registration fees
- Maintenance on two returning vehicles - updates to steering systems, tubes, tires, hydraulic brakes
- One new electric vehicle - chassis, steering, batteries
- Re-lacing and truing wheels
- Travel expenses for spring race events

Estimated total season expenses: \$12,000

Sponsorship Levels

Compensations Offered	Bronze \$100-\$249	Silver \$250-\$499	Gold \$500-\$749	Platinum \$750-\$1249	Diamond \$1250+
Recognition on Social Media Team photo with materials that you funded	★	★	★	★	★
Recognition on Banners Banners displayed at races/team events (logo for platinum & diamond size scales by level)	★	★	★	★	★
Recognition on Vehicles Business name/logo on cars (logo for platinum & diamond, text size scales by level)		★	★	★	★
Sponsor Plaque A plaque to display to recognize your contribution to the program			★	★	★
Recognition on Team Trailer Business name on trailer for one year			★	★	★
Job Opportunity Promotion Have your job openings shared on team social media/website/newsletters				★	★
Recognition on Team Shirt Business name/logo on back of team shirts (logo for diamond)				★	★
Display a Supermileage Car Have a display car/old team car at your business for up to a month					★

Individuals and businesses who sponsor the program for a total of \$3000 and above (over time) will receive permanent logo recognition on the team race trailer.

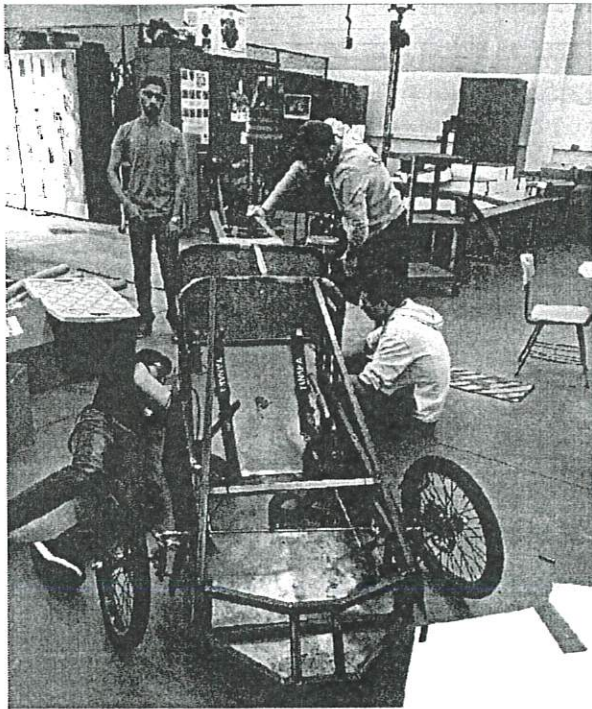
Parts, discounts, and labor will be compensated the same as a monetary donation for their estimated value submitted by the sponsor and will receive the same above items and recognition.

All sponsors will receive a tax receipt/thank you letter from the team.

What is Supermileage?

The High Mileage Vehicle organization gives students the opportunity to apply design and manufacturing processes to a real-world engineering problem. Students design, build, and test an actual vehicle that is driven on closed road courses such as Road America! This organization gives students the opportunity to come together with a common goal of designing, building, and testing a gas or electric powered vehicle with maximum efficiency. Every aspect about this vehicle is designed, built, and tested by the team from scratch!

Students at Hamilton High School build at least one new gas or electric vehicle each year, while also working on improvements to returning vehicles. The team then participates in races throughout Wisconsin in the spring. Each challenge is comprised of smaller competitions for both gas and electric vehicles. Cars go through an extensive safety check, followed by a braking and maneuverability contest. The second day of an event is devoted to the main focus of the program: endurance.



The braking contest is designed to make students think about safety within their vehicles. Many of the Electrathon Vehicles are capable of 40+ mph. With speed always being a factor, safety is always a priority. From brakes to five-point harnesses, DOT rated helmets, full roll cages, specifications on tubing and much more, students are always designing safety into their vehicles. All vehicles must be able to stop within 25' from a speed of 15mph, forcing students to examine a wide variety of brake system options.

The maneuverability contest makes students think about stability. Getting a vehicle to go fast in a straight line is fairly easy, however getting it to handle exceptionally at 20+mph in a slalom course is not as simple! Students learn and apply technologies related to steering -- examining Ackerman Angles, tie rods, and different steering systems.

The endurance challenge brings students together in the quest of getting the best mileage possible, for both gas and electric vehicles. Students examine aerodynamics, rolling resistance, and gear ratios for all vehicles. Supermileage teams also focus on engine efficiency and carburetion. The endurance contest is also the overall focus of everyone's purpose within Electrathon vehicles: to build a vehicle that can travel the farthest distance in one hour with only 73 pounds of batteries. This challenge brings both Engineering and Manufacturing students together as teams examine electrical circuits, battery data, motor efficiency, and torque curves.

Program History

The 2016-17 school year was the first time that Hamilton competed with high mileage vehicles. On the first run ever recorded, a Hamilton Supermileage car achieved 234 miles per gallon of fuel and the success only continued to grow! Later in the competition season, the Hamilton team took 3rd place in the braking contest at Fox Valley Technical College. The Electrathon vehicle also saw much success during the season, traveling 22.3 miles on 73 pounds of batteries in the best run. The team as a whole was also awarded “2017 Rookie Team of the Year”!



The 2018 and 2019 seasons saw an increase in student learning. Where the first season saw Hamilton getting the basics of high mileage vehicle building figured out, the next two years focused on researching and experimenting with new ideas. These new ideas weren't always successful – sometimes students learned more about what doesn't work instead of determining what does. Still, Hamilton found success on the track, taking 2nd place in an Electrathon heat!

When Supermileage competitions returned in 2022, Hamilton was ready for the season with a new team and new technology. Students had taken the years without competition to research better drivetrains, different motors, and new batteries. Hamilton gas cars focused on proper gearing and engine tuning, and the electric car tried out a hub motor being powered by eight Milwaukee Tool batteries. The Hamilton cars found success again, achieving over 300mpg for gas mileage.

Students also decided to focus on efficiency in the shop. In the past, each vehicle team was making their own parts for steering for braking. To start the season, the entire Hamilton team sat down and determined that axles, kingpins, brake caliper mounts, and steering brackets should be universal across all Hamilton cars. The students took time to determine exactly what would work best for all cars and make drawings so that future parts can be manufactured easily and accurately, and that students can understand and work on all Hamilton cars, instead of being tied to only one.

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

DATE: October 21, 2024

DEPARTMENT: Planning

PROVIDED BY: Nick Fuchs

SUBJECT:

PUBLIC HEARING, Discussion and Possible Action Regarding a Conditional Use Permit for Autumn Hill Academy for the Property Located at N25 W23050 Paul Road (PWC 0917-995-006) for the Purpose of a Proposed Public Charter School - **Item has been requested to be TABLED until December 2, 2024** [Fuchs]

BACKGROUND:

At their October 17, 2024 meeting, the Plan Commission tabled the subject Conditional Use Permit. The item is anticipated to go back to the Plan Commission on November 21st.

As such, the applicant is requesting that the public hearing be tabled and postponed to the December 2, 2024 Common Council meeting.

FINANCIAL IMPACT:

RECOMMENDED MOTION:

A motion to table and postpone the public hearing to the December 2, 2024 Common Council meeting.

ATTACHMENTS:

Description

Autumn Hill Academy staff report 10.17.24

Autumn Hill Academy narrative

Autumn Hill Academy occupancy letter

Autumn Hill Academy exterior entry paint

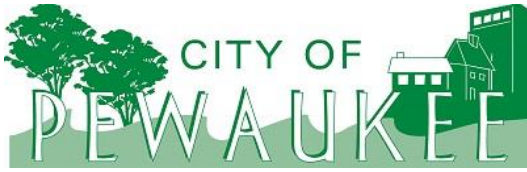
Autumn Hill Academy traffic control plan

B-4 District

B-5 District

B-6 District

Autumn Hill Academy draft Conditional Use Permit



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

REPORT TO THE PLAN COMMISSION

Meeting of October 17, 2024

Date: October 10, 2024

Project Name: Autumn Hill Academy Conditional Use

Project Address/Tax Key No.: N25W23050 Paul Road / PWC 0917995006

Applicant: Autumn Hill Academy

Property Owner: Daily Bread LLC

Current Zoning: B-6 Mixed Use Business District

2050 Land Use Map Designation: Manufacturing/Fabrication/Warehousing

Use of Surrounding Properties: M-4 zoned properties to the north, south, and west and B-1, B-6, and M-1 zoned properties to the east

Project Description

The applicant, Autumn Hill Academy, filed a Conditional Use Permit requesting approval to locate within an existing building at N25W23050 Paul Road.

Autumn Hill Academy is a public charter school sponsored through the University of Wisconsin-Milwaukee. The school will initially include grades sixth through tenth with plans to add grades eleventh and twelfth. The school will initially be available to 216 students with plans to have a maximum enrollment of 360 students in subsequent years. Note the maximum enrollment was revised following a previous letter referenced by the applicant as Attachment 1 that states an enrollment of up to 432 students.

Hours of operation are primarily between 7:30 a.m. to 4:45 p.m., Monday through Friday, with occasional events being held outside of those days and times.

The applicant is proposing to paint the existing blue accents on the building, but otherwise, no exterior site or building modifications are proposed.

Zoning/Use

The property is zoned B-6 Mixed Use Business District and is designated as Manufacturing/Fabrication/Warehousing on the City's 2050 Future Land Use Map. The proposed use is not specifically listed within the B-6 District; however, the B-6 District does allow, as a Conditional Use, "Any retail, service or office use that is compatible with those uses listed above as determined by the Plan Commission."

The uses allowed within the B-6 District include those Permitted and Conditional Uses allowed within the B-4 and B-5 zoning districts. These zoning districts are attached for Plan Commission review of uses. Generally, the B-4 District allows office type uses as well as studios for fine arts. The B-5

District allows uses that are generally compatible with and dependent upon highway traffic or serving the needs of highway traffic.

In staff's opinion, the most similar use is below, which is Permitted in the B-4 District. A school, however, is at a much larger scale than a studio type use. As such, if considered for approval, the Plan Commission should consider how this site and location accommodates such a use to ensure there are no conflicts or adverse impacts to the surrounding area.

Studios for photography, painting, music, sculpture, dance, or other recognized fine art.

The applicant's narrative includes surrounding uses that they find to be similar with the proposed use, such as CESA #1 Learning Center West and Pewaukee Insight, which both offer student learning opportunities. These schools are both located across the street from the subject property at N25W23131 Paul Road. Note this property is zoned M-4 Industrial Park.

It should be noted that rezoning the property to the I-1 District to accommodate the school use is an option, opposed to the Conditional Use process; however, staff would not support a rezoning of the subject property considering its potential long-term use and the comprehensive master plan future land use designation.

If allowed, staff suggests that the Plan Commission limit enrollment to a certain capacity and require the applicant to return to the Plan Commission and Common Council to amend the Conditional Use to allow for greater enrollment. This will help ensure that the use is compatible with the zoning district and the site is adequate to accommodate the proposed enrollment.

Traffic and Parking

The subject parcel is located on the northwest corner of Paul Road and Redford Boulevard (CTH F). The parking lot to the east of the building contains 77 parking spaces and 17 parking spaces are located in front of the building for a total of 94 parking spaces. According to the applicant there are 26 staff members at full enrollment, and they anticipate 22 student drivers.

Considering the Zoning Code suggested parking minimum below, staff calculates that 85 parking spaces are recommended for this use, based upon 26 staff members and 216 students 16 years of age or older.

Colleges, secondary schools, and elementary schools.

One (1) space for each two (2) employees plus One (1) space for each three (3) students of 16 years of age or more.

Staff has met with the applicant and expressed significant concerns related to traffic and parking. Staff indicated concerns regarding queueing and the potential for cars to back up onto Paul Road and Highway F. The school use will also potentially create a significant amount of traffic heading north and turning left from Highway F onto Paul Road.

Staff also mentioned concerns about the use of the parking lot while cars are queuing onsite. A substantial number of cars queueing will make it difficult for the faculty and students to utilize parking spaces.

To address these concerns, the applicant has provided a Traffic Control Plan (Attachment 3). This plan generally states that cars will enter the westernmost drive of the site to allow for cars to queue through the entire front and east side of the property.

The applicant also indicated that the school will initially issue only 50 “car passes” that will allow for family drop-off and pick-up at the school. If it appears more can be accommodated, the school will then propose to issue more. Staff recommends that the school shall issue no more than fifty car passes allowing students to be dropped-off and picked-up at the school property. Plan Commission and Common Council review and approval of an amendment to the Conditional Use Permit shall be required to allow for the issuance of any additional car passes for drop-off and pick-up at the school.

The school plans to hire school busses to transport students from designated “cluster stops.” It is anticipated that three to four buses will be utilized and potentially increase to five or six at full enrollment. Moreover, the school intends to stagger bus arrival times, so not all buses will arrive at the school at the same time. Staff is concerned with bus turning movements onsite. Staff recommends that the applicant provide a plan, for Plan Commission review and approval, which illustrates bus turning movements throughout the site and demonstrates there is no interference with other vehicles, particularly the two-way traffic along the front or south side of the building.

According to the applicant, car arrivals will also be staggered as the school offers an optional soft start from 8:00 a.m. to 8:40 a.m. Departures are also anticipated to be staggered as some students will have after-school activities. The start time of middle school and high school grade levels will only be staggered if determined necessary to ease and control traffic volumes.

The applicant also stated that student departures will not be allowed until the pick-up line has dissipated to help with congestion within the parking lot.

If approved, staff recommends that the applicant shall follow the Traffic Control Plan, dated October 7, 2024, and provided as Attachment 3. Failure to adhere to the Traffic Control Plan shall result in Plan Commission and Common Council review of the Conditional Use Permit and possible revocation.

Recommendation

Staff recommends denial of the proposed school use based upon the compatibility of the use with other uses listed within the B-6 District as well as the concerns expressed in this staff report related to traffic and parking.

If the Plan Commission wishes to allow this use, staff recommends requiring the conditions of approval that are underlined and italicized in this report.



Autumn Hill Academy Project Narrative

October 7, 2024

Introduction

Autumn Hill Academy is a new public charter school that has applied for charter authorization through the University of Wisconsin at Milwaukee (UWM). On September 30, 2024, UWM's Office of Charter School's review committee approved the school to begin charter contract negotiations.

There is overwhelming community support for Autumn Hill Academy. We recently surveyed 462 people and found 86.5% of respondents supported the establishment of the school.

We plan to open in the fall of 2025 serving grades 6-10, and gradually add grades 11 and 12 as students promote. In our inaugural year, we will have seats available for 216 students, rising to 360 students in year 3. More detailed information about our enrollment plan is described in Attachment 1: Letter to Nick Fuchs dated 9/23/24.

Proposed Location - Hausmann Building

Our survey found that the greatest enrollment interest is coming from families in Waukesha, Sussex and Oconomowoc. Our proposed location in Pewaukee is within commuting distance of these locations and is accessible to most residents of Waukesha County.

We seek to occupy a building located at N25W23050 Paul Road, which is currently owned by Daily Bread, LLC and leased to the Hausmann Group (the "Hausmann Building"). The building will not support enrollment of more than 360 students without significant remodeling. (See Attachment 1). We have negotiated a short-term lease to keep our options open.

At this time, we are seeking a conditional use permit allowing maximum occupancy of 386 people, which is sufficient to accommodate our student and staff population for three years (possibly longer if enrollment growth is slower than expected). There are buildings within the Riverwood Corporate Center that might better accommodate our long-term growth plan, but are too large and expensive for us at this time.

Building Improvements

We intend to avoid interior remodeling projects in our first few years of operation. During the 2025-26 school year, teaching will occur in spaces large enough to serve as classrooms and other square footage

will be left unused. We will install lock mechanisms and exit bars on exterior doors and complete other upgrades as needed to ensure safety and building code compliance.

We plan to update the accent paint surrounding the main exterior entry, which is currently faded and water-stained. A rendering of this exterior change is included as Attachment 2. No other changes to the exterior of the building are planned except for the replacement of existing signage panels, for which we will request approval at a later date.

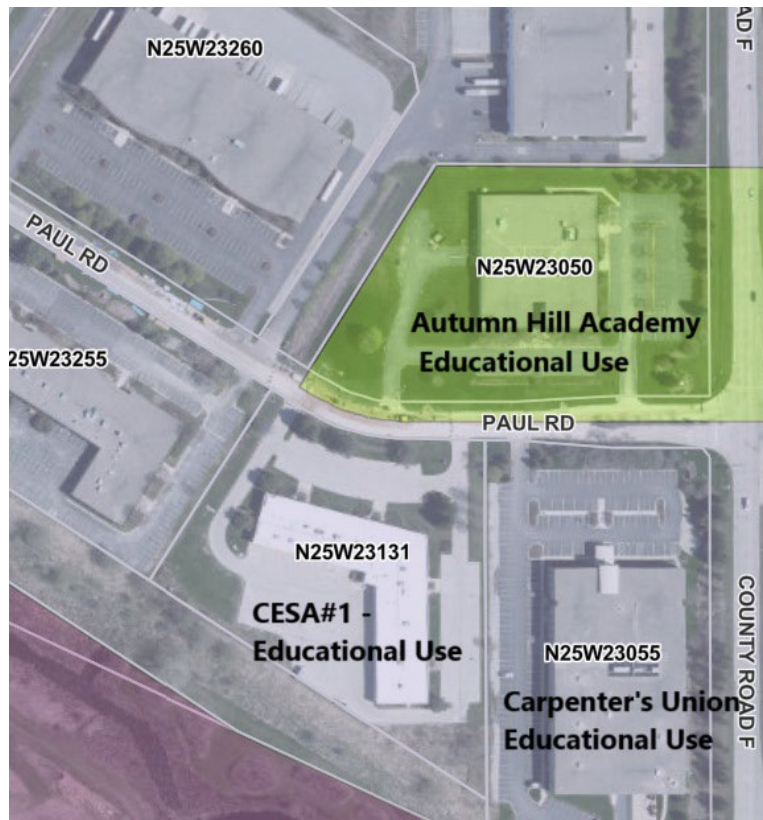
Zoning

The Hausmann Building is currently zoned B-6 and we are requesting a conditional use permit to use it as a school. We are not seeking zoning reclassification to “Institutional” use because our lease is short-term. If we exit the building, flexibility is needed for the next tenant to continue using the property as commercial office space.

The building is located within the Pewaukee Business Park. Our school will constitute a service use compatible with the following other conditional uses:

- Our school is compatible with “Research and Development”, as our use involves learning and discovery;
- Our school is compatible with “Day Care Facilities”, as our use involves the supervision and education of minors;
- Our school is compatible with “Studios for photography, painting, music, sculpture, dance or other recognized fine art”, as our use involves arts education and arts skill development;
- Our school is compatible with “State certified adult day care facilities,” as our use involves oversight of individuals who are not legally competent adults;
- Our school is compatible with “Clinics”, in that Autumn Hill Academy’s school design is built around well-being and includes curriculum on mental health, including techniques for regulating emotions and anxiety. We plan to allow independent therapists to use our facilities in providing mental health services to students.

Two other properties neighboring the building are already used for educational purposes. Across the street, CESA #1 uses building space for a high school credit recovery school, with up to 50 high school students coming to the program for morning and afternoon sessions. The Pewaukee School District also leases space within the CESA building, educating teens in a program referred to as the “Insight School.” The Carpenters Union, also across the street, provides education and apprenticeship programs. Autumn Hill Academy would complement these 3 existing schools and create a compact triangle of buildings used for educational purposes.



Hours of Operation

Our normal hours of operation will be Monday through Friday, 7:30am to 4:45pm. We will occasionally hold special events on evenings and weekends. Because the building does not contain a gym or other space suitable for large gatherings, we intend to partner with the Sharon Lynn Wilson Center or other local facilities and hold large-attendance events offsite.

Parking & Traffic

We recognize the importance of avoiding any back-up of traffic on Paul Road or Highway F and have included a comprehensive Traffic Control Plan as Attachment 3.



Attachment 1

Nick Fuchs
Planner & Community Development Director
City of Pewaukee
W240N3065 Pewaukee Road
Pewaukee, WI 53072

September 23, 2024

John Cunningham
Director of Operations, E-Plan Exam
12605 W. North Avenue #189
Brookfield, WI 53005

Dear Nick and John,

During the preparation of our Conditional Use Evaluation, we learned that the intended Autumn Hill Academy school building currently meets code requirements for plumbing fixtures so long as the building educational occupancy does not exceed 392 people. We would like to clarify that due to the building's configuration, it is not possible to exceed this occupancy. Much of the space in the building is built out as small offices, which can't be used for classrooms.

Attached is a floor plan showing there are only 16 spaces in the building that are suitable for classrooms. We plan to have a maximum of 24 students in most classes (a "section"). This number is not only driven by educational preferences, but also building design. Many of the classroom spaces are only large enough for 24 students. Two spaces can only hold 18-20 students (Specials Classroom # 13 and Phys Ed Space #16), requiring that one section be split during the day and consume two rooms. Below is a chart showing our school growth plan:

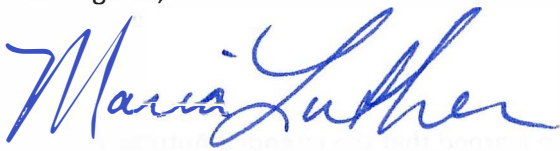
Grade	Y1 (25-26)	Y2 (26-27)	Y3 (27-28)	Y4 (28-29)	Y5 (29-30)
Grade 6	48	48	48	48	48
Grade 7	48	48	48	48	48
Grade 8	48	48	48	48	48
Grade 9	48	72	72	72	72
Grade 10	24	48	72	72	72
Grade 11		24	48	72	72
Grade 12			24	48	72
TOTAL STUDENTS	216	288	360	408	432
TOTAL SECTIONS	9	12	15	17	18

One teacher is needed for each of the 16 sections, plus we will have 5 administrators and 5 special education teachers/paraprofessionals. In summary, Autumn Hill Academy is expected to reach a maximum capacity of 386 people by year 3, and will be capped at that number due to the current building configuration.

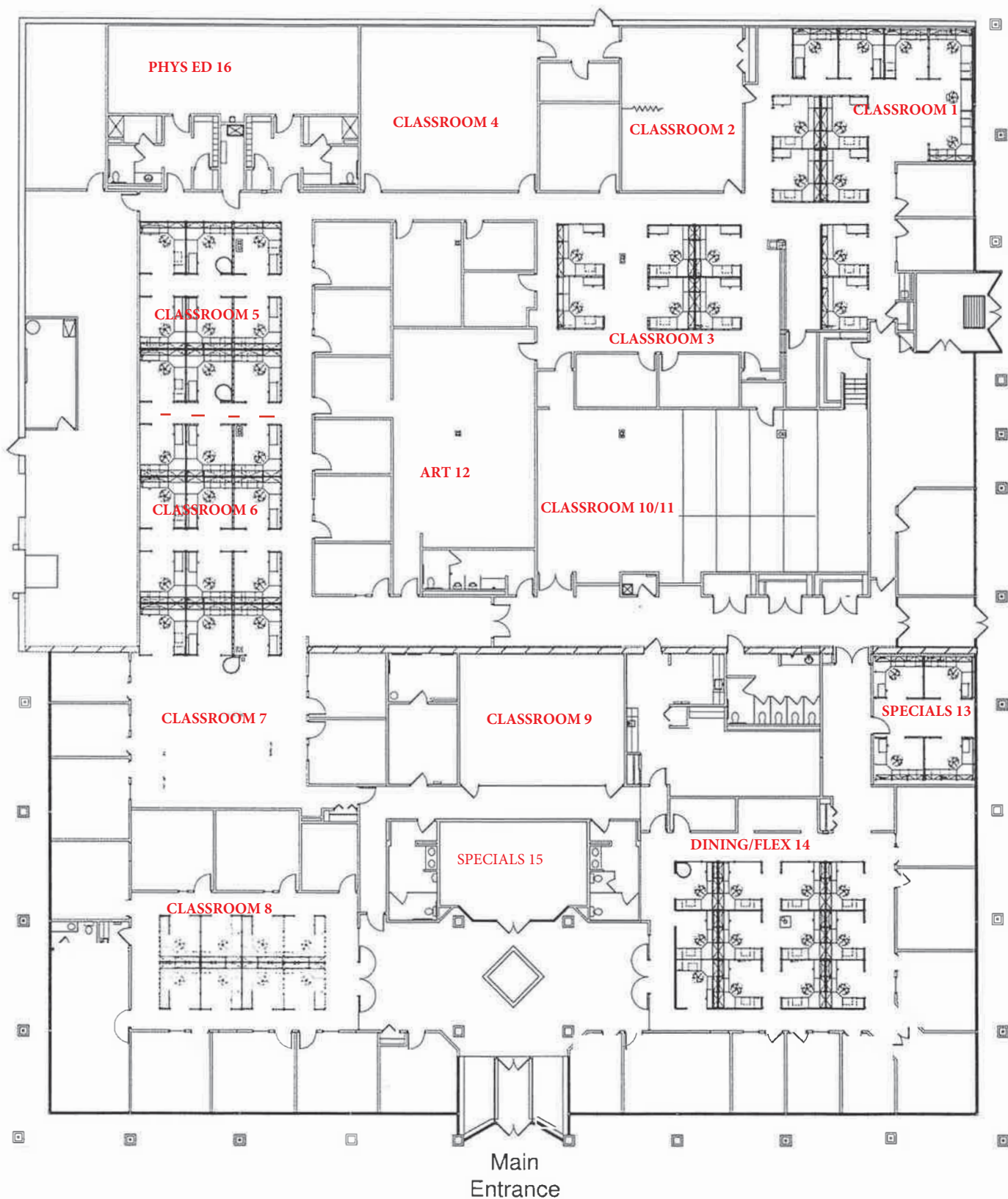
Our enrollment plan presumes a large-scale building remodel (or exit from the building) after our third year of operation. During a building remodel, we would be required to obtain building permits, allowing the City of Pewaukee to enforce code requirements applicable to a larger building occupancy. At such time, we would expect to re-evaluate the plumbing fixtures and comply with the required number of fixtures.

In conclusion, we are asking that Pewaukee consider the physical reality that our school occupancy cannot and will not exceed 386 people, and apply code requirements applicable to that number.

Best regards,



Maria Luther
Board Chair, Autumn Hill Academy
2420 Milwaukee Street
Delafield, WI 53018
(414) 312-0259



Attachment 2: Exterior Entry Accent Paint

Current:



Proposed by Autumn Hill Academy:





Attachment 3: Traffic Control Plan

Autumn Hill Academy will implement an innovative new plan to limit the number of cars coming onto the property and create a strict traffic control system that is unprecedented in other school environments.



Vehicle Route

- The vehicle route is designed to utilize the entire driving path in front of the building, around the side parking lot, and back around the front.
- The vehicle route measures approximately 820 feet, which allows for 2 school busses (30 feet long plus 10 feet separation) and 35 family vehicles (16 feet long plus 5 feet separation)
- Staff members will place pylons to temporarily block the first driveway entrance and force traffic to flow through the second driveway farthest away from Hwy F.

Car Passes

- The school issue a limited number “car passes” that permit a family to drop-off and pick up students at the school building. We will initially issue only 50 passes and hold a lottery if family interest exceeds availability. A fee will be charged for each pass. If traffic experience indicates that more cars can be accommodated, we will carefully and incrementally offer additional passes to families on the waiting list.

- Families will hang car passes on their rearview mirrors and staff attendants will watch to ensure each car dropping off or picking up students has one displayed. Families without annual passes will be issued 3 “drop cards” and 3 “pick up” cards that can be used to drive a student to school if they miss the bus, are bringing a large object to school, or otherwise are in need of an exception.
- If a vehicle arrives without an annual pass and fails to produce a drop card/pick-up card, the student’s name will be noted and a monetary fine will be added to their school account. Fines will increase with repeat violations and disciplinary action may be pursued in cases of egregious policy disregard.

Bus Cluster Stops

- We will hire school busses to transport students from designated “cluster stops” within Waukesha County to the school building.
- We anticipate 3-4 busses in our first year, rising to 5-6 when enrollment reaches 360 students. Bus arrivals and departures will be staggered to avoid having all of the busses on school property at the same time.

Staggered Arrival/Departure Times

- There will be natural staggering of car arrivals in the morning because of the schools’ optional “soft start” activity period, which runs from 8:00am to 8:40am. Breakfast will be served during this time and optional activities will be offered such as study hall, independent reading, weight training and yoga. The regular school day will begin at 8:40am.
- There will be a natural staggering of car departures in the afternoon because of the school’s after-school activities and programs. The ending times for extra-curricular activities will be intentionally varied so that students depart at different times.
- If we encounter traffic difficulties, we will stagger school hours for middle school and high school students. We do not anticipate this will be needed.

Parking

- The building has 94 parking spaces.
- We plan to have 26 staff members in our third year and anticipate 22 student drivers. Our student numbers are based on the assumption that 20% of juniors will drive and 50% of seniors will drive (class sizes of 48 and 24, respectively).
- According to our projections, only half of the parking spots will be occupied by year 3.
- The movement of the car line will not be significantly disrupted by student drivers arriving at the school because turning into a parking spot is a momentary process and there will be many spots to choose from.
- Congestion and safety concerns are more apt to arise when students are leaving because they need to back up out of parking spots. To alleviate this issue, student drivers will not be permitted to leave the building until the car line has dissipated and staff issue a student release announcement (we estimate a 10-minute delay). Violations may result in the revocation of the student’s parking privileges.
- Student drivers will be required to use designated crossing areas, monitored by a staff member.

Staff Monitoring

- Staff members will monitor the designated loading/unloading area in front of the building, and the parking lot on the East side of the building. We expect to assign at least 4 staff members to traffic duty.
- At the beginning of the year, we will post additional staff members at both of our Paul Road driveway entrances to help traffic flow and ensure no cars are stopping on Paul Road. Once families adapt to proper procedures and efficient traffic flow is established, the school will evaluate the continued need for these additional monitors.

Student and Parent Communication

- We will include a Traffic Procedures document in our enrollment materials and require parents to sign an acknowledgement form stating they understand the procedures and agree to abide by them.
- The form will ask for the make, model and license plate numbers of each family vehicle, so that we can identify and communicate with violators.
- We will train parents on Traffic Procedures at our live family orientation events.

School Traffic Compared to Office Traffic

- The building is approximately 37,700 square feet and has a parking lot with 94 spaces. Any use of the building can be expected to generate traffic of up to 84 cars at the beginning and end of each work day. Given Autumn Hill's car pass system, regular school traffic will be generally comparable to that from an office occupancy. However, this traffic will only occur during the 180 days school is in session, meaning Autumn Hill's use of the building will generate less overall traffic than an office use.

17.0420 B-4, OFFICE DISTRICT

The B-4, Office District is intended to provide for Individual or limited office, professional, and special service uses where the office activity would be compatible with neighborhood residential uses and not necessarily exhibit the intense activity of other business districts.

a. Permitted Principal Uses

- (1) Administrative and public service offices.
- (2) Banks and financial or tax consultants.
- (3) Interior decorators.
- (4) Professional offices of an architect, landscape architect, lawyer, doctor, dentist, clergy, engineer, or other similarly recognized profession.
- (5) Real estate and insurance offices.
- (6) Studios for photography, painting, music, sculpture, dance, or other recognized fine art.

b. Permitted Accessory Uses

- (1) Accessory garages for storage of licensed vehicles used in conjunction with the operation of the business or for occupants of the premises.
- (2) Off-street parking areas.

c. Conditional Uses (See Section 17.0500)

- (1) Office uses similar in character to the above permitted residential compatible uses and conducted as a business on the premises and catering to the general public.
- (2) Residences when in conjunction with a principal use and not more than 50 percent of the floor area of the principal building.

d. Lot Area and Width

- (1) Lots shall have a minimum area of two (2) acres.
- (2) Lots shall have a minimum width of 140 feet at the building setback line.

e. Building Height and Size (See Section 17.0210)

- (1) No principal building or parts of a principal building shall exceed four (4) stories or 55 feet in height.
- (2) No accessory building shall exceed 18 feet in height.
- (3) The sum total of the floor area of the principal building and all accessory buildings shall not exceed 35 percent of the lot area.

f. Setback and Yards

- (1) There shall be a minimum building (or street) setback equal to the average of the required setback of the adjacent district on each side of the proposed use, but not less than 25 feet.
- (2) There shall be a minimum side yard equal to the required side yard in the adjacent district, but not less than 20 feet.
- (3) There shall be a rear yard of not less than 25 feet.
- (4) All structures shall be set back a minimum of 75 feet from the designated 100 year recurrence interval (base flood) floodplain of all navigable streams and bodies of water and 25 feet from any designated wetland.
(Also see sub-section 17.0435)

g. Parking and Loading Space

- (1) There shall be adequate paved off-street parking and loading space provided for every structure/use approved by the City Plan Commission after August 1982 and such parking and loading areas shall be adequately screened as determined by the Plan Commission.
- (2) There shall be no parking or loading area within 30 feet of a street right-of-way. (See sections 17.0600 and 17.0700).

h. Minimum Utility Service

Electricity and public sanitary sewerage and water supply facilities.

i. Special Regulations

To encourage a business use environment that is compatible with the residential character of the City, Building and/or Zoning permits for permitted uses in the B-4 Office District shall not be issued without prior review by and approval of the City Plan Commission. Said review and approval shall be concerned with adjacent existing and planned uses, general site layout, building and operation plans, ingress, egress, parking, loading and unloading, drainage, lighting, signage, screening and landscape plans.

17 .0421 B-5, HIGHWAY BUSINESS DISTRICT

The B-5, Highway Business District is intended to provide for the orderly and attractive grouping at appropriate locations along principal highway routes of those businesses and customer service establishments which are logically related to and dependent upon highway traffic or which are specifically designed to serve the needs of such traffic.

a. Permitted Principal Uses

- (1) Auto sales/service (indoor).
- (2) Auto and truck accessory sales.
- (3) Building supply stores (enclosed storage).
- (4) Motels and hotels.
- (5) Restaurants. (no drive-thru)
- (6) Transit station.
- (7) Commercial Kennels. (Cr. 13-09)

b. Permitted Accessory Uses

- (1) Accessory garages for storage of licensed vehicles used in conjunction with the operation of the business or for occupants of the premises.
- (2) Off-street parking and loading areas.
- (3) (see Section 17.0700).

c. Conditional Uses

Uses similar in character to the above permitted uses and conducted as a business on the premises and catering to the general public. Also the following uses:

- (1) "Drive-in" and "fast food" establishments.
- (2) Fuel service stations with or without convenience stores and with no alcoholic beverage sales.
- (3) Motor vehicle sales and/or service.
- (4) Temporary or seasonal uses on vacant or principal use parcels.
- (5) Truck stop not for the purpose of transferring goods between trucks.
- (6) Trailer and tractor sales, rental and service.

d. Lot Area and Width

- (1) Lots shall have a minimum area of two (2) acres.
- (2) Lots shall be not less than 160 feet in width at the building setback line.

e. Building Height and Size (See Section 17.0210)

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

f. Setback and Yards

- (1) There shall be a minimum building (or street) setback of 40 feet from the right-of-way of all streets.
- (2) There shall be a minimum side yard equal to the required side yard in the adjacent district, but not less than 15 feet.
- (3) There shall be a rear yard of not less than 25 feet.
- (4) All structures shall be set back a minimum of 75 feet from the designated 100 year recurrence interval (base flood) floodplain of all navigable streams and bodies of water and 25 feet from a designated wetland. (Also see subsection 17.0435)

g. Parking and Loading Space

- (1) There shall be adequate paved off-street parking and loading space provided for every building/use approved by the City Plan Commission after August 1982 and such parking and loading areas shall be adequately screened as determined by the Plan Commission.
- (2) There shall be no parking or loading area within 30 feet of a street right-of-way.
- (3) (See Section 17.0600).

h. Minimum Utility Service

Electricity and public sanitary sewerage and water supply facilities.

i. Special Regulations

To encourage a business use environment that is compatible with the residential character of the City, Building and/or Zoning permits for permitted uses in the B-5 Highway Business District shall not be issued without prior review by and approval of the City Plan Commission. Said review and approval shall be concerned with adjacent existing and planned uses, need for public or private water supply and sanitary sewage disposal facilities, general site layout, building site and operation plans, ingress, egress, parking, loading and unloading, drainage, lighting, signage, screening and landscape plans.

17.0422 B-6, MIXED USE BUSINESS DISTRICT

The B-6, Mixed Use Business District is intended to provide for the orderly and attractive grouping of buildings which encompass more than one type of non-industrial business use which are compatible from a traffic, density and general use standpoint.

a. Permitted Principal Uses

All B-4 and B-5 uses having no outside storage of equipment, materials or vehicles.

b. Permitted Accessory Uses

None

c. Conditional Uses

- (1) All principal and accessory uses permitted in the B-4 and B-5 districts with outside storage.
- (2) Any retail, service or office use that is compatible with those uses listed above as determined by the Plan Commission.

d. Lot Area and Width

- (1) Lots in a Mixed Use development shall be not less than two (2) acres in net area.
- (2) The lot or parcel width along any abutting street shall be no less than 160 feet.

e. Building Height and Size (See Section 17.0210)

- (1) No part of a principal structure shall exceed three stories or 45 feet in height and no accessory structure shall exceed 18 feet in height.
- (2) The sum total of the first floor area of all principal and accessory buildings shall not exceed 35 percent of the total parcel area.
- (3) The sum total of the first floor area of all principal and accessory buildings and all paved or gravel surfaces not within a principal building shall not exceed 60 percent of the total parcel area.

f. Setback and Yards

- (1) There shall be a minimum building (or street) setback of 55 feet from any street or highway right-of-way or not less than 30 feet from any other parcel boundary.
- (2) Except for ingress/egress points, all paved area shall be not less than ten (10) feet from any property boundary.
- (3) Signs and fences may be located as set forth in Section 17.1700.
- (4) All structures shall be set back a minimum of 75 feet from the designated 100 year recurrence interval (base flood) floodplain of all navigable streams and bodies of water and 25 feet from a designated wetland. (Also see subsection 17.0435)

g. Parking and Loading Space

- (1) Off-street parking and loading space adequate to meet the initial and projected needs of the principal use(s) shall be provided for individual lot development within the "park" or development (see section 17.0600).
- (2) No parking, loading or unloading will be allowed on streets or access ways within the development or on adjacent public streets, roads, or highways.

- (3) All parking and loading areas shall be adequately screened as determined by the Plan Commission.
 - (4) There shall be no parking or loading area within 30 feet of a street right-of-way.
- h. Minimum Utility Service
Public sanitary sewerage and water supply facilities, electricity.
- i. Special Regulations
 - (1) The owner or developer of the Mixed Use Business, who shall also be the applicant for a conditional use permit, shall submit with such application, for review and approval, large scale, detail site plan showing building location, landscaping, paved areas, drainage facilities, lighting, signage and other visible on-site appurtenances and as set forth in sub-sections 17.0207 and 17.0210, prior to approval of a conditional use permit and issuance of a building permit.
 - (2) If the development is proposed to be completed in phases or divided into saleable parcels, the owner/developer of each phase or separate parcel will be required to submit, and receive approval of a detailed site and operations plan, as set forth herein and in sub-sections 17.0207 and 17.0210, prior to issuance of a building permit.
 - (3) Parking and loading areas and any permitted outside storage areas shall be appropriately screened from view of the general motoring public.
 - (4) Any division of the overall development parcel shall be accomplished in accordance with Chapter 18 of the City Codes and Ordinances.

**A COVENANT
REGARDING THE ISSUANCE OF A
CONDITIONAL USE PERMIT
BY THE
CITY OF PEWAUKEE**

**TAX KEY NUMBER(S)
OR PARCEL(S) INVOLVED:** **CONDITIONAL USE
PERMIT:**
NO. CUP-24-10-1

PWC 0917995006

LEGAL DESCRIPTION:

LOT 1 CSM #5835 VOL 47/274 REC AS DOC #1536344 REDIV PT
LOT 2 CSM #4788 PT NE1/4 OF SE1/4 SEC 14 T7N R19E

**PERSON(S), AGENT(S) OR CORPORATION(S) PETITIONING
FOR PERMIT:**

Autumn Hill Academy, Inc.

Recording area

Name & Return Address

City of Pewaukee
W240N3065 Pewaukee Rd
Pewaukee, WI 53072

WHEREAS, It is understood by all parties to this covenant that Section 62.23 of WIS. Statutes prescribes the legal basis for the granting of a conditional use permit by a City and Chapter 17 of the City Codes and Ordinances provides for the issuance of such permits as well as the standards by which all such uses will be measured; and,

WHEREAS, The City Plan Commission has held a meeting on October 17, 2024; has reviewed the various elements of the petitioner's proposal; and has recommended that a Conditional Use Permit be granted to the above-named petitioner for the property/parcel identified above; and,

WHEREAS, The City Common Council held a public hearing meeting on October 21, 2024.

NOW, THEREFORE, let it be known that the City Common Council by its action on October 21, 2024 has, hereby, granted a Conditional Use Permit for the following use(s):

Operating a new public charter school.

FURTHER, such approved use of the above designated parcel(s) are hereby allowed based on the following conditions being continually met:

1. The school shall issue no more than fifty car passes allowing students to be dropped-off and picked-up at the school property. Plan Commission and Common Council review and approval of an amendment to the Conditional Use Permit shall be required to allow for the issuance of any additional car passes for drop-off and pick-up at the school.
2. The applicant shall provide a plan, for Plan Commission review and approval, which illustrates bus turning movements throughout the site and demonstrates there is no interference with other vehicles, particularly the two-way traffic along the front or south side of the building.
3. The applicant shall follow the Traffic Control Plan, dated October 7, 2024, and provided as Attachment 3. Failure to adhere to the Traffic Control Plan shall result in Plan Commission and Common Council review of the Conditional Use Permit and possible revocation.

The parties hereto, namely the City of Pewaukee and the Equitable Owner of the property for which this conditional use has been sought, set their signatures or the signatures of their representatives below, thereby agreeing to the provisions and conditions set forth in this covenant.

Attest:

Signature of equitable owner

Date

Kelly Tarczewski
City Clerk

Steve Bierce
Mayor, City of Pewaukee

Date

State of Wisconsin
County of Waukesha

Signed or attested before me on _____, 2024 by Steve Bierce, Mayor and Kelly Tarczewski, Clerk.

(Seal)

Ami Hurd

My Commission expires _____

This instrument was drafted by Ami Hurd, Deputy Clerk

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

DATE: October 21, 2024

DEPARTMENT: Planning

PROVIDED BY: Nick Fuchs

SUBJECT:

Discussion and Possible Action Regarding a Certified Survey Map for Cedar Gables to Combine Two Properties Located at N18 W22670 Watertown Road (PWC 0958-990-005, PWC 0958-990-006) [Fuchs]

BACKGROUND:

At their October 17, 2024 meeting, the Plan Commission unanimously approved the subject Certified Survey Map.

FINANCIAL IMPACT:

RECOMMENDED MOTION:

A motion to approve the Certified Survey Map for the Cedar Gables development.

ATTACHMENTS:

Description

Cedar Gables CSM

Cedar Gables staff report 10.17.24

PART OF THE NORTHEAST QUARTER (NE 1/4) AND THE SOUTHEAST QUARTER (SE 1/4) OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION 24, TOWNSHIP 7 NORTH, RANGE 19 EAST, CITY OF PEWAUKEE, WAUKESHA COUNTY, WISCONSIN

Page 2 of 19

File: \\USDINC\new_projects\2023\2313326\DWG\Survey Sheets\23-13326 D-CSM.dwg Layout: CSM 1 of 15 User: jmarrow Plotted: Sep 25, 2024 - 11:39am

PRELIMINARY

CERTIFIED SURVEY MAP NO.

PART OF NORTHEAST QUARTER (NE 1/4) AND THE SOUTHEAST QUARTER (SE 1/4) OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION 24, TOWNSHIP 7 NORTH, RANGE 19 EAST, CITY OF PEWAUKEE, WAUKESHA COUNTY, WISCONSIN

NE CORNER OF THE NW 1/4 OF SEC. 24-7-19 CONC. MON. W/ BRASS CAP

N87°52'04"W 2585.94' (TOTAL)
N. LINE NW 1/4 SEC 24-7-19

S87°52'04"E 751.19'

POINT OF BEGINNING

FND

north

WETLAND DELINEATION PER REPORT BY DAVE MEYER OF WETLAND & WATERWAY CONSULTING, LLC, DATED JANUARY 14, 2020.

WETLAND A 2.8 AC.

LOT 3

442,327 SF
10.1544 AC

CEDAR LANE

DEDICATED TO THE PUBLIC

S81°58'38"E 210.79'

S81°58'38"E 210.79'

S81°58'38"E 210.79'

S81°58'38"E 210.79'

S81°58'38"E 210.79'

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S81°58'38"E 210.79'

S81°58'38"E 210.79'

NOTES

1. RM-1 CONDITIONAL USE PUD OPTION USE WITH REDUCED FRONT AND SIDE YARD SETBACKS OF 24.5'. THERE ARE ENVIRONMENTAL SETBACKS OF 25' FROM WETLANDS AND A 75' FROM OHWM OF STREAM.

LEGEND

- GOVERNMENT CORNER
3/4" REBAR FOUND
1" IRON PIPE FOUND
3/4" x 24" REBAR SET (1.50 LBS/LF)
PLAT BOUNDARY
CHORD LINE
CENTERLINE
RIGHT-OF-WAY LINE
PLATTED LOT LINE
SECTION LINE
EASEMENT LINE
SETBACK LINE
WETLAND

SCALE IN FEET



DRAFT

JIM I. MORROW
S-2777
DELAFIELD, WI

LAND SURVEYOR

SURVEYED BY:



SURVEYED FOR:

RAP PROPERTIES, LLC

13965 W BURLEIGH RD, STE 101
BROOKFIELD, WI 53005

PROJECT NO: 23-13326

FIELDBOOK/Pg: E-FILE

SHEET NO: 2 OF 16

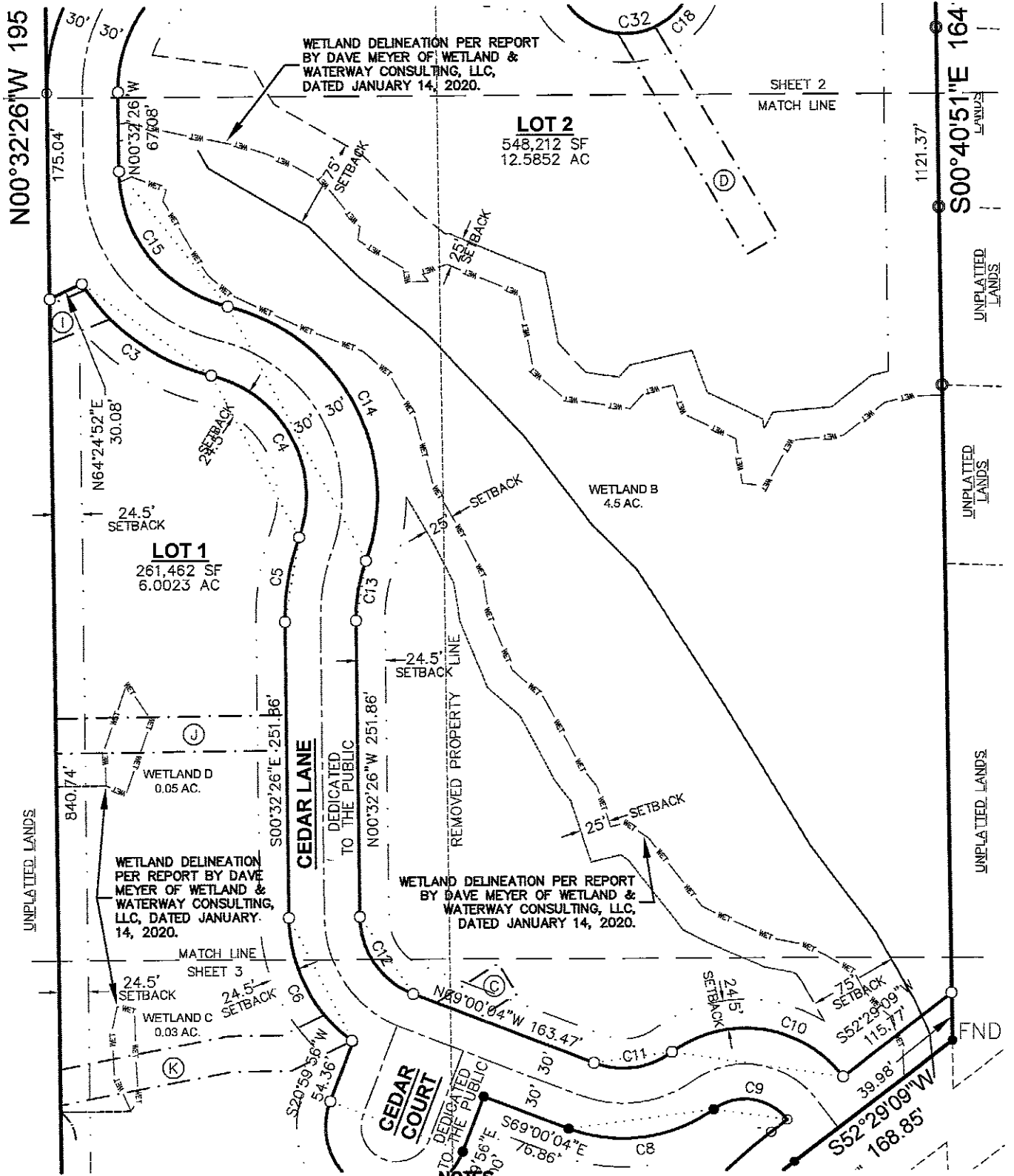
SURVEYED BY: JA

DRAWN BY: CL/JIM

PRELIMINARY

CERTIFIED SURVEY MAP NO.

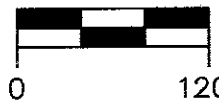
PART OF NORTHEAST QUARTER (NE 1/4) AND THE SOUTHEAST QUARTER (SE 1/4) OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION 24, TOWNSHIP 7 NORTH, RANGE 19 EAST, CITY OF PEWAUKEE, WAUKESHA COUNTY, WISCONSIN



LEGEND

- | | | | |
|--|--|--|-------------------|
| | GOVERNMENT CORNER | | RIGHT-OF-WAY LINE |
| | 3/4" REBAR FOUND | | PLATTED LOT LINE |
| | 3/4" x 24" REBAR SET SET (1.50 LBS/LF) | | SECTION LINE |
| | PLAT BOUNDARY | | EASEMENT LINE |
| | CHORD LINE | | SETBACK LINE |
| | CENTERLINE | | WETLAND |

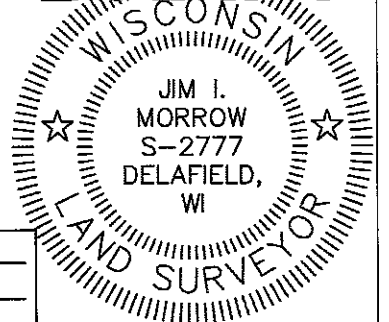
SCALE IN FEET



NOTES

1. RM-1 CONDITIONAL USE PUD OPTION USE WITH REDUCED FRONT AND SIDE YARD SETBACKS OF 24.5'. THERE ARE ENVIRONMENTAL SETBACKS OF 25' FROM WETLANDS AND A 75' FROM OHWM OF STREAM.
2. CURVE TABLE ON SHEET 5

DRAFT



SURVEYED BY:



SURVEYED FOR:

RAP PROPERTIES, LLC
13965 W BURLEIGH RD, STE 101
BROOKFIELD, WI 53005

PROJECT NO:

23-13326

FIELDBOOK/PG:

E-FILE

SHEET NO:

3 OF 16

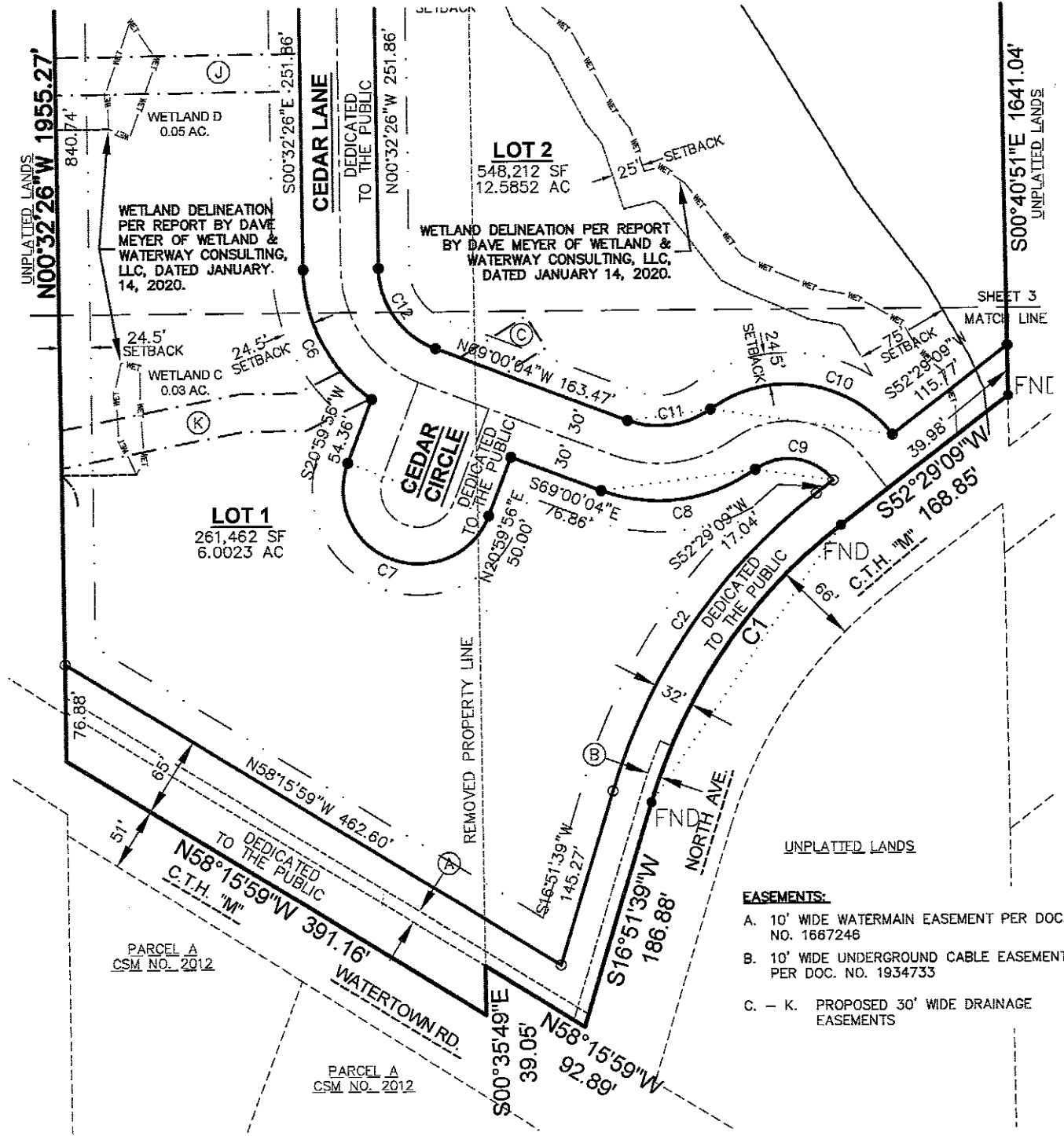
SURVEYED BY: JA

DRAWN BY: CL/JIM

PRELIMINARY

CERTIFIED SURVEY MAP NO.

PART OF NORTHEAST QUARTER (NE 1/4) AND THE SOUTHEAST QUARTER (SE 1/4) OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION 24, TOWNSHIP 7 NORTH, RANGE 19 EAST, CITY OF PEWAUKEE, WAUKESHA COUNTY, WISCONSIN



EASEMENTS:

- A. 10' WIDE WATERMAIN EASEMENT PER DOC. NO. 1667246
- B. 10' WIDE UNDERGROUND CABLE EASEMENT PER DOC. NO. 1934733
- C. - K. PROPOSED 30' WIDE DRAINAGE EASEMENTS

NOTES

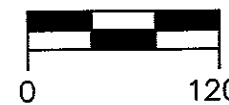
1. RM-1 CONDITIONAL USE PUD OPTION USE WITH REDUCED FRONT AND SIDE YARD SETBACKS OF 24.5'. THERE ARE ENVIRONMENTAL SETBACKS OF 25' FROM WETLANDS AND A 75' FROM OHWM OF STREAM.
2. CURVE TABLE ON SHEET 5

north

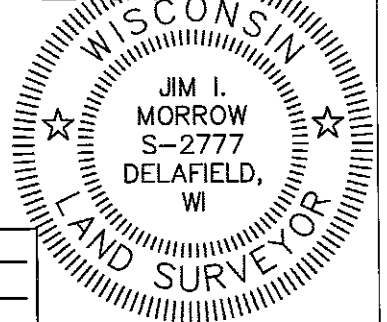
LEGEND

- | | | | |
|--|------------------------------------|--|-------------------|
| | GOVERNMENT CORNER | | RIGHT-OF-WAY LINE |
| | 3/4" REBAR FOUND | | PLATTED LOT LINE |
| | 3/4" x 24" REBAR SET (1.50 LBS/LF) | | SECTION LINE |
| | PLAT BOUNDARY | | EASEMENT LINE |
| | CHORD LINE | | SETBACK LINE |
| | CENTERLINE | | WETLAND |

SCALE IN FEET



DRAFT



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MILWAUKEE REGIONAL OFFICE
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WAUKESHA, WISCONSIN 53188
P. 262.513.0886

SURVEYED FOR:
RAP PROPERTIES, LLC
13965 W BURLEIGH RD, STE 101
BROOKFIELD, WI 53005

PROJECT NO: 23-13326
FIELDBOOK/PG: E-FILE
SHEET NO: 4 OF 16

SURVEYED BY: JA
DRAWN BY: CL/JIM

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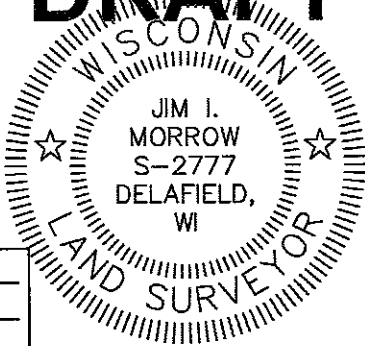
PRELIMINARY

CERTIFIED SURVEY MAP NO.

PART OF NORTHEAST QUARTER (NE 1/4) AND THE SOUTHEAST QUARTER (SE1/4) OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION 24, TOWNSHIP 7 NORTH, RANGE 19 EAST, CITY OF PEWAUKEE, WAUKESHA COUNTY, WISCONSIN

CURVE TABLE							
CURVE NO.	LENGTH	RADIUS	CHORD BEARING	CHORD LENGTH	DELTA	TANGENT BEARING IN	TANGENT BEARING OUT
C1	272.09'	437.60'	S34°40'24"W	267.73'	35°37'32"	S52°29'09"W	S16°51'39"W
C2	291.99'	469.60'	S34°40'24"W	287.31'	35°37'32"	S52°29'09"W	S16°51'39"W
C3	137.23'	180.00'	S54°19'17"E	133.93'	43°40'57"		
C4	176.12'	105.00'	S28°06'34"E	156.19'	96°06'22"		
C5	73.29'	205.00'	S09°42'05"W	72.90'	20°29'03"		S00°32'26"E
C6	121.56'	130.00'	S27°19'45"E	117.18'	53°34'38"	S00°32'26"E	
C7	188.50'	60.00'	S69°00'04"E	120.00'	180°00'00"	S20°59'56"W	N20°59'56"E
C8	129.07'	130.00'	N82°33'24"E	123.83'	56°53'02"	S69°00'04"E	
C9	69.41'	45.00'	S81°41'59"E	62.73'	88°22'16"		
C10	161.95'	105.00'	N81°41'59"W	146.37'	88°22'16"		
C11	69.50'	70.00'	S82°33'25"W	66.68'	56°53'03"		N69°00'04"W
C12	83.64'	70.00'	N34°46'15"W	78.75'	68°27'38"	N69°00'04"W	N00°32'26"W
C13	51.84'	145.00'	N09°42'05"E	51.56'	20°29'03"	N00°32'26"W	
C14	276.77'	165.00'	N28°06'34"W	245.44'	96°06'22"		
C15	158.38'	120.00'	N38°21'06"W	147.13'	75°37'19"		N00°32'26"W
C16	206.43'	120.00'	N48°44'28"E	181.90'	98°33'48"	N00°32'26"W	S81°58'38"E
C17	26.25'	130.00'	S87°45'44"E	26.21'	11°34'12"	S81°58'38"E	
C18	216.44'	60.00'	N59°46'05"E	116.76'	206°41'05"		
C19	76.71'	130.00'	N16°10'45"E	75.60'	33°48'28"		N00°43'29"W
C20	31.43'	20.00'	N44°17'50"E	28.30'	90°02'37"	N00°43'29"W	N89°19'09"E
C21	188.50'	60.00'	S38°18'59"W	120.00'	180°00'00"	N51°41'01"W	S51°41'01"E
C22	120.64'	70.00'	S48°38'57"W	106.26'	98°44'50"	S00°43'29"E	N81°58'38"W
C23	309.65'	180.00'	S48°44'28"W	272.85'	98°33'48"	N81°58'38"W	S00°32'26"E

DRAFT



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MILWAUKEE REGIONAL OFFICE
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WAUKESHA, WISCONSIN 53188
P. 262.513.0986

SURVEYED FOR:
RAP
PROPERTIES, LLC
13965 W BURLEIGH RD, STE 101
BROOKFIELD, WI 53005

PROJECT NO: 23-13326
FIELDBOOK/PG: E-FILE
SHEET NO: 5 OF 16

SURVEYED BY: JA
DRAWN BY: CL/JIM

PRELIMINARY

CERTIFIED SURVEY MAP NO.

PART OF NORTHEAST QUARTER (NE 1/4) AND THE SOUTHEAST QUARTER (SE 1/4) OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION 24, TOWNSHIP 7 NORTH, RANGE 19 EAST, CITY OF PEWAUKEE, WAUKESHA COUNTY, WISCONSIN

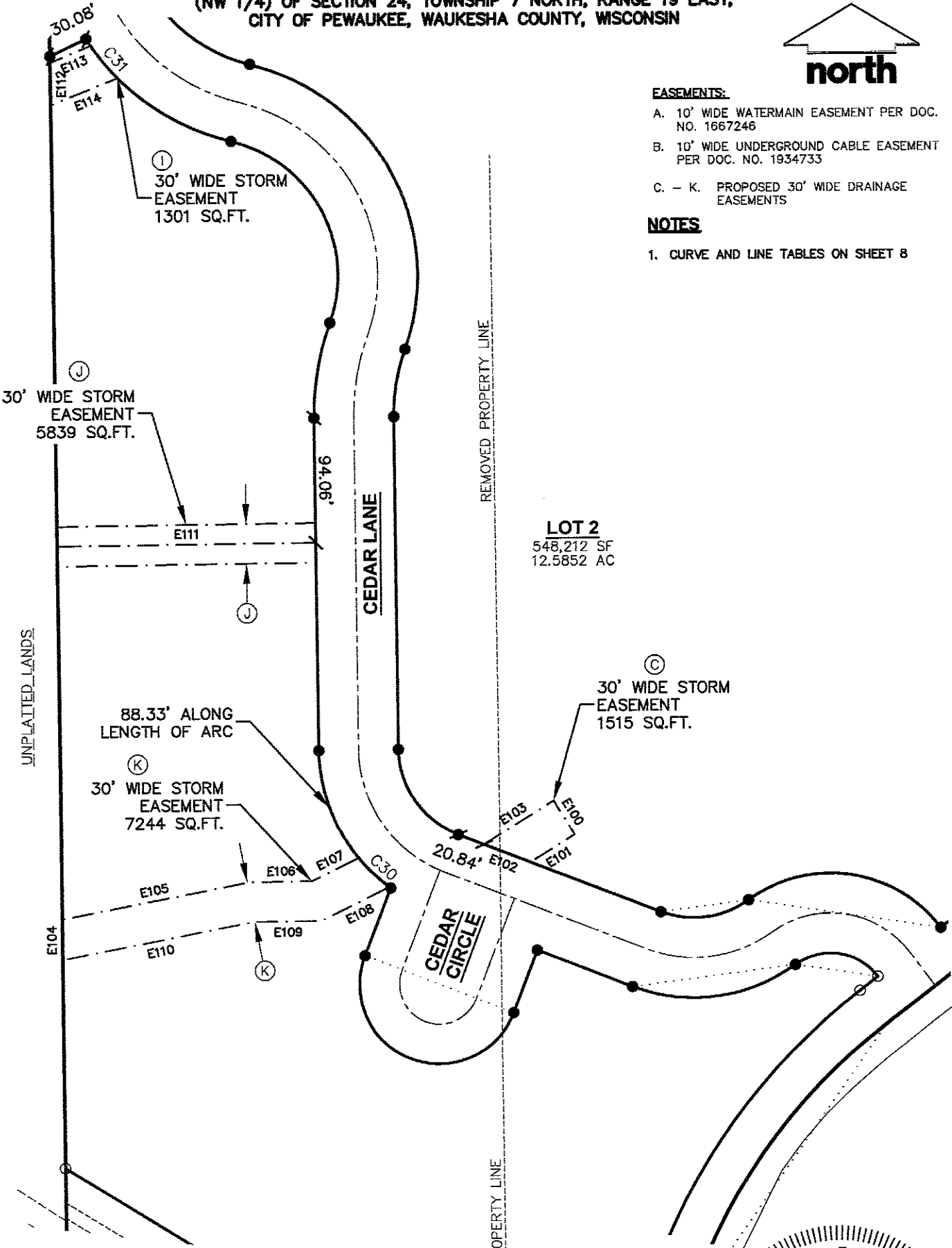


EASEMENTS:

- A. 10' WIDE WATERMAIN EASEMENT PER DOC. NO. 1667246
- B. 10' WIDE UNDERGROUND CABLE EASEMENT PER DOC. NO. 1934733
- C. - K. PROPOSED 30' WIDE DRAINAGE EASEMENTS

NOTES

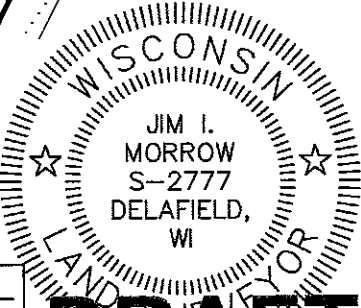
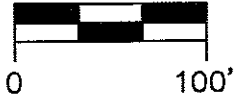
- 1. CURVE AND LINE TABLES ON SHEET 8



LEGEND

- GOVERNMENT CORNER
- 3/4" REBAR FOUND
- 3/4" x 24" REBAR SET (1.50 LBS/LF)
- PLAT BOUNDARY
- CHORD LINE
- CENTERLINE
- RIGHT-OF-WAY LINE
- PLATTED LOT LINE
- SECTION LINE
- EASEMENT LINE
- SETBACK LINE
- WETLAND

SCALE IN FEET



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WALKESSA, WISCONSIN 53188
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SURVEYED FOR:
RAP PROPERTIES, LLC
13965 W BURLEIGH RD, STE 101
BROOKFIELD, WI 53005

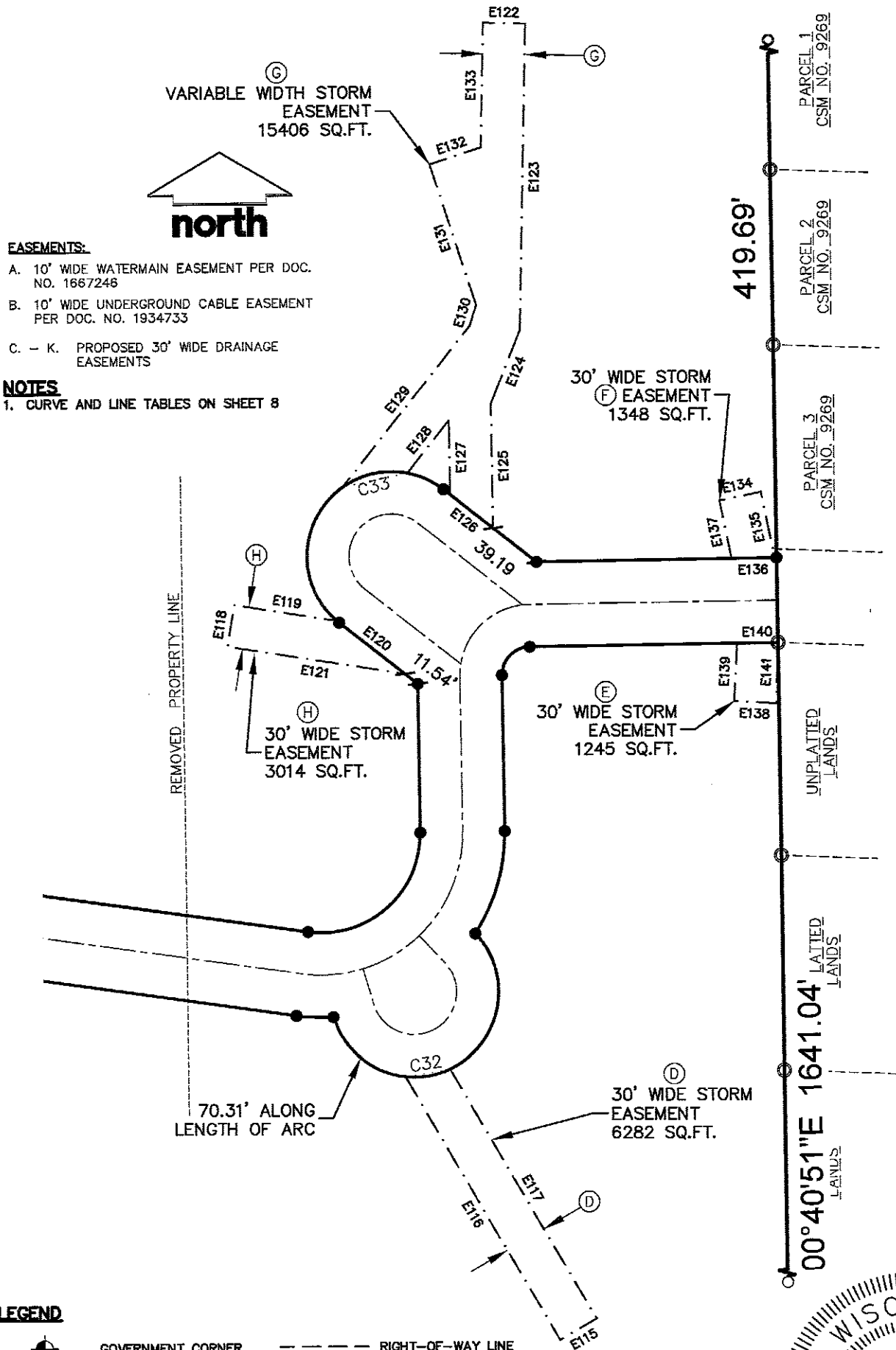
PROJECT NO: 23-13326
FIELDBOOK/Pg: E-FILE
SHEET NO: 6 OF 16

SURVEYED BY: JA
DRAWN BY: CL/JIM

PRELIMINARY

CERTIFIED SURVEY MAP NO.

PART OF NORTHEAST QUARTER (NE 1/4) AND THE SOUTHEAST QUARTER (SE 1/4) OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION 24, TOWNSHIP 7 NORTH, RANGE 19 EAST, CITY OF PEWAUKEE, WAUKESHA COUNTY, WISCONSIN



LEGEND

- | | | | |
|--|-------------------|--|-------------------|
| | GOVERNMENT CORNER | | RIGHT-OF-WAY LINE |
| | 3/4\"/> | | PLATTED LOT LINE |
| | 3/4\"/> | | SECTION LINE |
| | PLAT BOUNDARY | | EASEMENT LINE |
| | CHORD LINE | | SETBACK LINE |
| | CENTERLINE | | WETLAND |

SCALE IN FEET

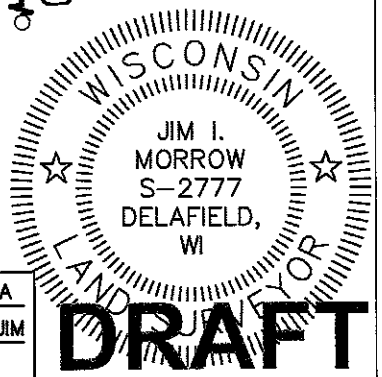


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WAUKESHA, WISCONSIN 53188
P. 262.513.0666

SURVEYED FOR:
RAP
PROPERTIES, LLC
13965 W BURLEIGH RD, STE 101
BROOKFIELD, WI 53005

PROJECT NO: 23-13326
FIELDBOOK/PG: E-FILE
SHEET NO: 7 OF 16

SURVEYED BY: JA
DRAWN BY: CL/JIM



PRELIMINARY

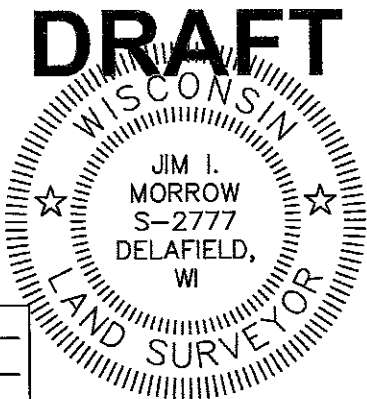
CERTIFIED SURVEY MAP NO.

PART OF NORTHEAST QUARTER (NE 1/4) AND THE SOUTHEAST QUARTER (SE1/4) OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION 24, TOWNSHIP 7 NORTH, RANGE 19 EAST, CITY OF PEWAUKEE, WAUKESHA COUNTY, WISCONSIN

EASEMENT LINE TABLE		
LINE NO.	BEARING	DISTANCE
E100	S31°55'14"E	30.00'
E101	S58°04'46"W	39.16'
E102	N69°00'04"W	37.60'
E103	N58°04'46"E	61.83'
E104	N00°32'26"W	30.51'
E105	N78°59'34"E	144.65'
E106	N89°28'53"E	45.83'
E107	N63°56'38"E	39.25'
E108	S63°56'38"W	57.26'
E109	S89°28'53"W	49.88'
E110	S78°59'34"W	147.44'
E111	N89°27'34"E	194.63'
E112	N00°32'26"W	32.22'
E113	N67°37'16"E	33.02'
E114	S68°04'11"W	54.36'
E115	N59°48'06"E	30.00'
E116	S30°11'54"E	216.63'
E117	N30°11'54"W	205.31'
E118	S09°04'34"W	30.00'
E119	N80°55'26"W	73.71'
E120	N51°38'58"W	61.35'

EASEMENT LINE TABLE		
LINE NO.	BEARING	DISTANCE
E121	S80°55'26"E	127.22'
E122	S88°40'51"E	30.00'
E123	S01°19'09"W	218.02'
E124	S21°49'09"W	56.50'
E125	S00°45'09"E	88.27'
E126	N51°41'01"W	38.64'
E127	N00°45'09"W	52.59'
E128	S38°31'43"W	47.40'
E129	N38°31'43"E	145.65'
E130	N17°09'19"E	15.57'
E131	N17°57'30"W	105.27'
E132	N72°02'30"E	38.35'
E133	N01°19'09"E	88.74'
E134	N78°22'59"E	30.00'
E135	S11°37'01"E	47.83'
E136	S89°19'09"W	30.55'
E137	N11°37'01"W	42.03'
E138	S86°52'02"E	30.00'
E139	S03°07'58"W	41.24'
E140	S89°19'09"W	29.03'
E141	N01°45'55"E	43.18'

CURVE TABLE					
CURVE NO.	LENGTH	RADIUS	CHORD BEARING	CHORD LENGTH	DELTA
C30	33.23'	130.00'	N46°47'42"W	33.14'	14°38'44"
C31	31.79'	180.00'	S39°31'38"E	31.75'	10°07'05"
C32	32.46'	60.00'	N80°28'29"E	32.06'	30°59'46"
C33	48.28'	60.00'	S78°12'28"W	46.99'	46°06'08"



SURVEYED BY:



MILWAUKEE REGIONAL OFFICE

W238 N 1610 BUSSE ROAD, SUITE 100

WAUKESHA, WISCONSIN 53186

P. 262.513.6666

SURVEYED FOR:

RAP

PROPERTIES, LLC

13965 W BURLEIGH RD, STE 101

BROOKFIELD, WI 53005

PROJECT NO:

23-13326

FIELDBOOK/PG:

E-FILE

SHEET NO:

8 OF 16

SURVEYED BY:

JA

DRAWN BY:

CL/JIM

PRELIMINARY

CERTIFIED SURVEY MAP NO.

PART OF NORTHEAST QUARTER (NE 1/4) AND THE SOUTHEAST QUARTER (SE 1/4) OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION 24, TOWNSHIP 7 NORTH, RANGE 19 EAST, CITY OF PEWAUKEE, WAUKESHA COUNTY, WISCONSIN



UNPLATTED LANDS

UNPLATTED LANDS

REMOVED PROPERTY LINE

PARCEL 1
CSM NO. 9269

PARCEL 2
CSM NO. 9269

PARCEL 3
CSM NO. 9269

66' WIDE UNNAMED
PUBLIC ROAD R/W

UNPLATTED
LANDS

UNPLATTED
LANDS

UNPLATTED
LANDS

UNPLATTED
LANDS

LOT 3
442,327 SF
10.1544 AC

LOT 2
548,212 SF
12.5852 AC

SCALE IN FEET



NOTE: SHEETS 9 AND 10 ARE FOR PLANIMETRICS
REFERENCE ONLY. REFER TO SHEETS 1 THRU 4 FOR
BOUNDARY INFORMATION.

SURVEYED BY:



MILWAUKEE REGIONAL OFFICE
W238 N 1610 BUSSE ROAD, SUITE 100
WALUKESHA, WISCONSIN 53188
P. 262.513.0666

SURVEYED FOR:

**RAP
PROPERTIES, LLC**

13965 W BURLEIGH RD, STE 101
BROOKFIELD, WI 53005

PROJECT NO: 23-13326

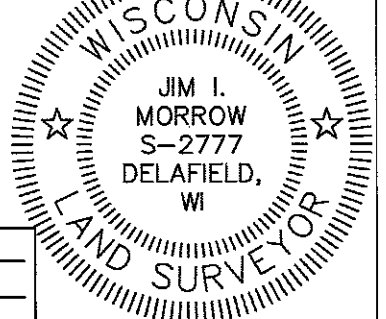
FIELDBOOK/PG: E-FILE

SHEET NO: 9 OF 16

SURVEYED BY: JA

DRAWN BY: CL/JIM

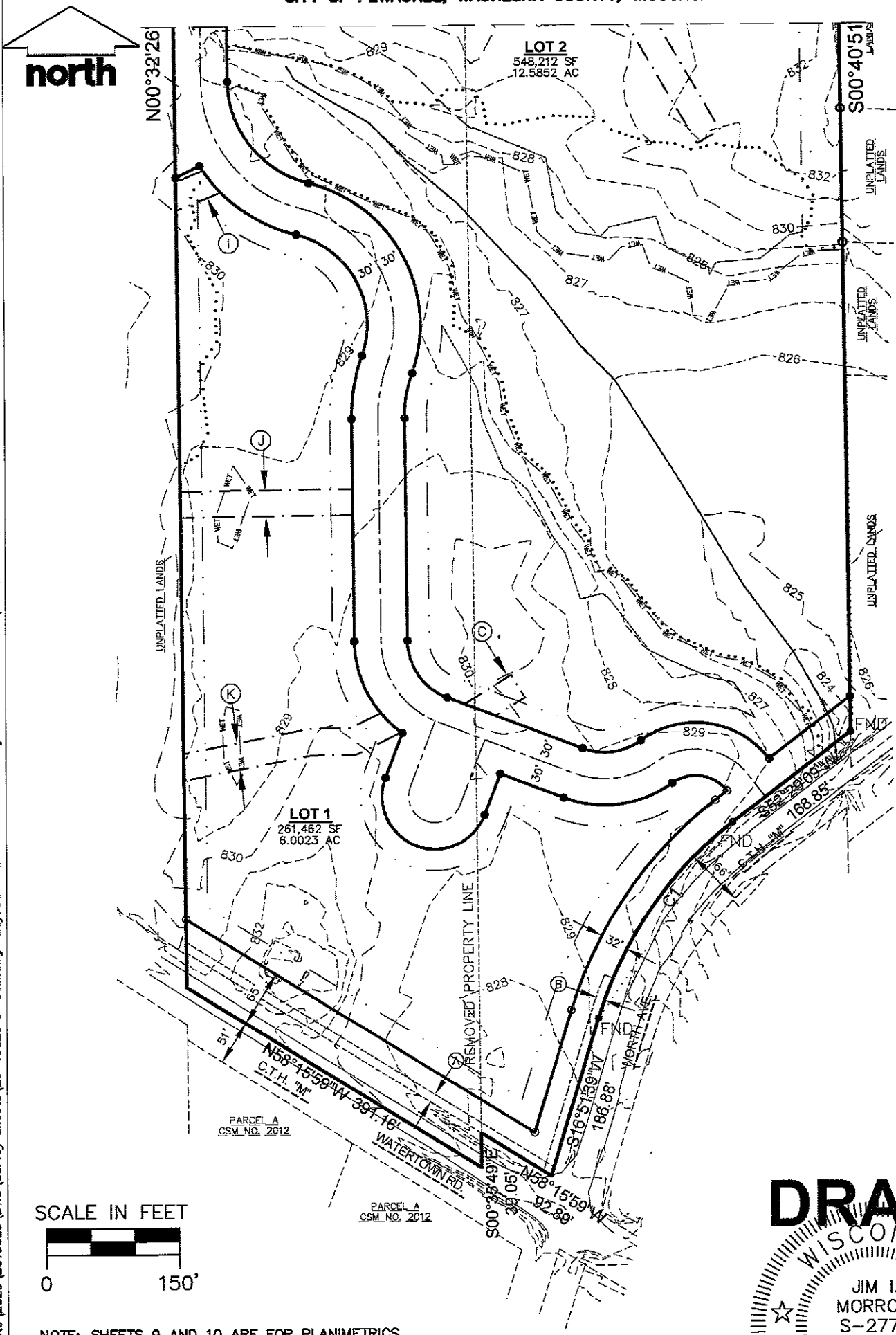
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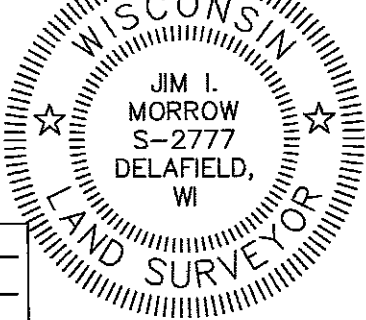
PRELIMINARY

CERTIFIED SURVEY MAP NO.

PART OF NORTHEAST QUARTER (NE 1/4) AND THE SOUTHEAST QUARTER (SE1/4) OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION 24, TOWNSHIP 7 NORTH, RANGE 19 EAST, CITY OF PEWAUKEE, WAUKESHA COUNTY, WISCONSIN



DRAFT



NOTE: SHEETS 9 AND 10 ARE FOR PLANIMETRICS REFERENCE ONLY. REFER TO SHEETS 1 THRU 4 FOR BOUNDARY INFORMATION.

SURVEYED BY:



SURVEYED FOR:

RAP PROPERTIES, LLC

13965 W BURLEIGH RD, STE 101
BROOKFIELD, WI 53005

PROJECT NO: 23-13326

FIELDBOOK/PG: E-FILE

SHEET NO: 10 OF 16

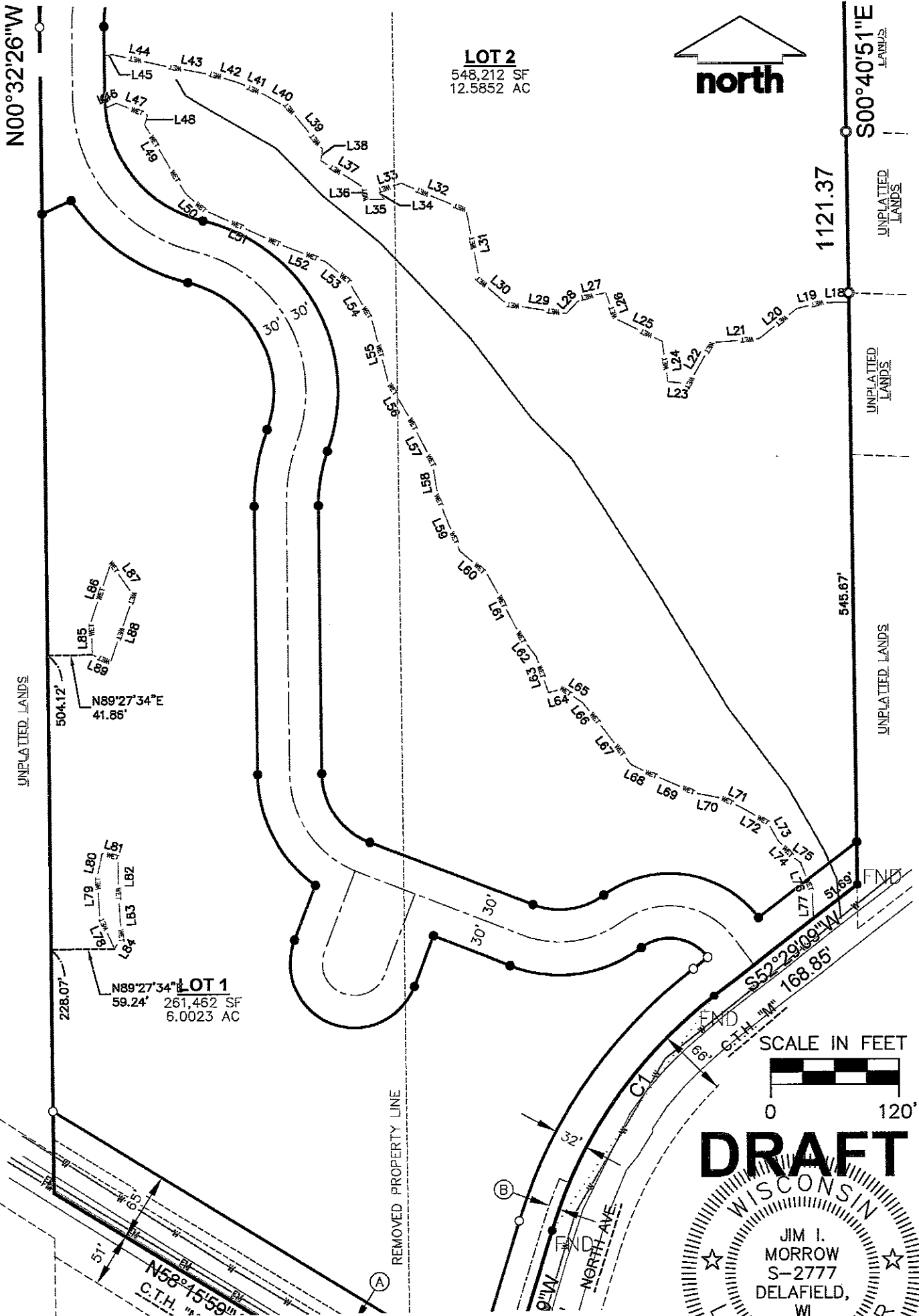
SURVEYED BY: JA

DRAWN BY: CL/JIM

PRELIMINARY

CERTIFIED SURVEY MAP NO.

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File: \\JSD\new projects\2023\2313326\DWG\Survey Sheets\23-13326 D-CSM.dwg Layout: CSM 11 of 16 User: jmorrow Plotted: Sep 25, 2024 - 11:52am

SURVEYED BY:

JSD

MILWAUKEE REGIONAL OFFICE
W238 N 1810 BUSSE ROAD, SUITE 100
WAUKESHA, WISCONSIN 53188
P. 262.513.0666

SURVEYED FOR:

**RAP
PROPERTIES, LLC**

13965 W BURLEIGH RD, STE 101
BROOKFIELD, WI 53005

PROJECT NO: 23-13326

FIELDBOOK/PG: E-FILE

SHEET NO: 11 OF 16

SURVEYED BY: JA

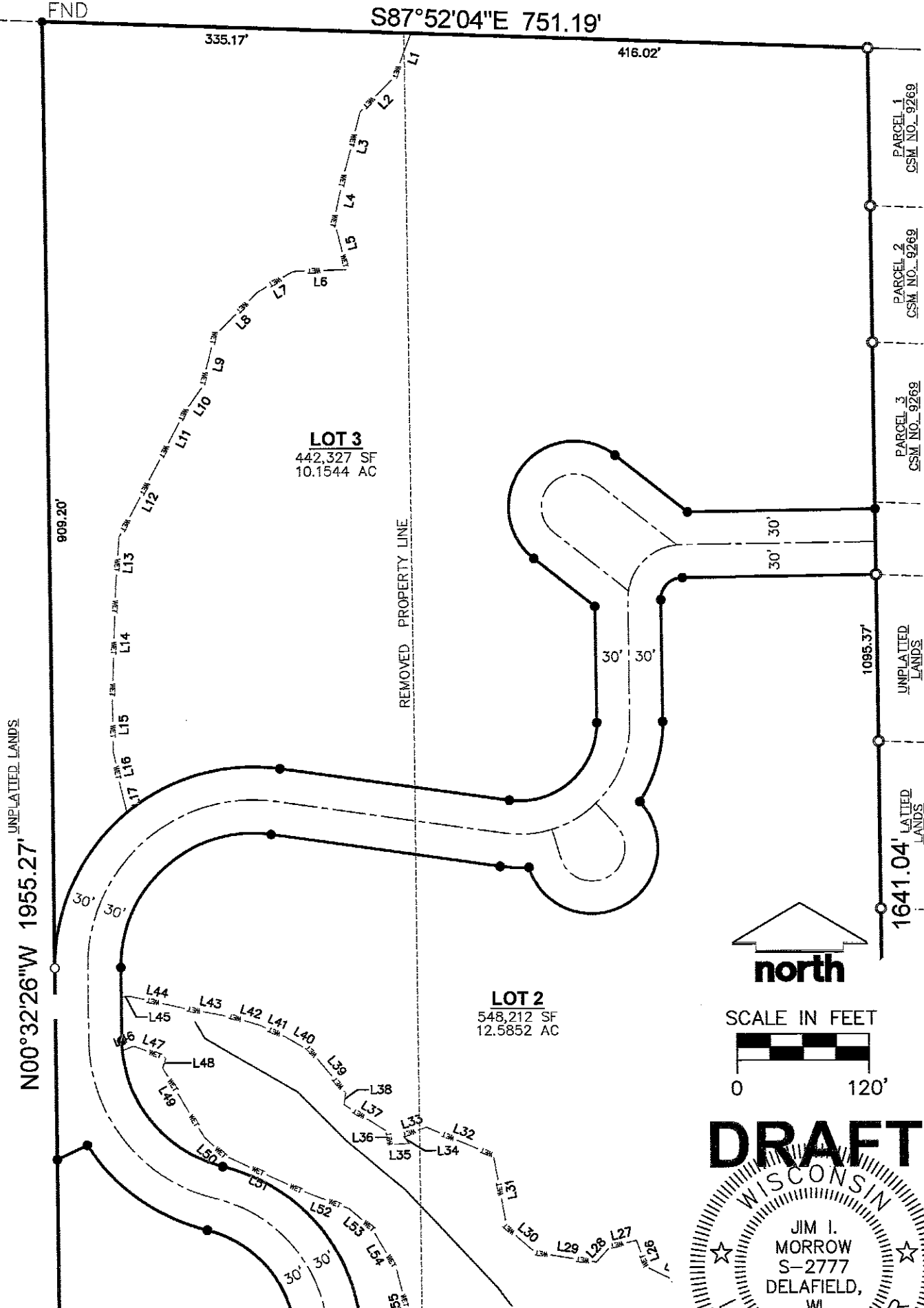
DRAWN BY: CL/JIM

PRELIMINARY

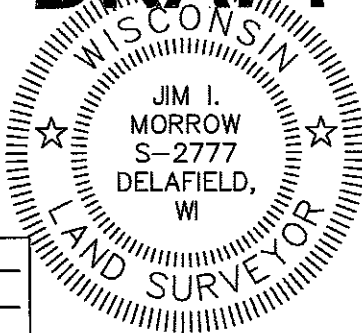
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UNPLATTED LANDS



DRAFT



File: \\JSDINC\new projects\2023\2313326\DWG\Survey Sheets\23-13326 D-CSM.dwg Layout: CSM 12 of 16 User: Jmorrow Plotted: Sep 25, 2024 - 11:56am

SURVEYED BY: JSD MILWAUKEE REGIONAL OFFICE W238 N 1810 BUSSE ROAD, SUITE 100 WAUKESHA, WISCONSIN 53188 P. 262.513.0666	SURVEYED FOR: RAP PROPERTIES, LLC 13965 W BURLEIGH RD, STE 101 BROOKFIELD, WI 53005	PROJECT NO: 23-13326 FIELDBOOK/PG: E-FILE SHEET NO: 12 OF 16	SURVEYED BY: JA DRAWN BY: CL/JIM
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Files: \\JSD\new projects\2023\2313326\DWG\Survey Sheets\23-13326 D-CSM.dwg Layout: CSM 13 of 16 User: jmorrow Plotted: Sep 25, 2024 - 11:57am

PRELIMINARY

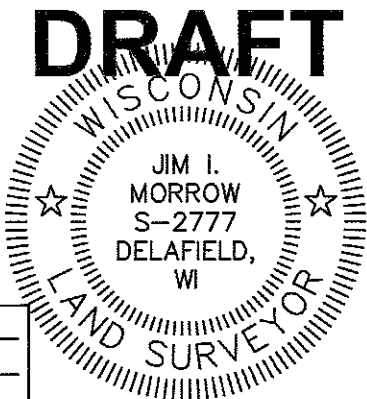
CERTIFIED SURVEY MAP NO.

PART OF NORTHEAST QUARTER (NE 1/4) AND THE SOUTHEAST QUARTER (SE 1/4) OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION 24, TOWNSHIP 7 NORTH, RANGE 19 EAST, CITY OF PEWAUKEE, WAUKESHA COUNTY, WISCONSIN

WETLAND LINE TABLE		
LINE NO.	BEARING	DISTANCE
L1	S20°21'10"W	41.56'
L2	S45°00'47"W	45.21'
L3	S14°39'39"W	59.33'
L4	S12°28'14"W	42.31'
L5	S13°54'50"E	47.04'
L6	S88°27'59"W	48.74'
L7	S60°14'23"W	37.73'
L8	S44°42'00"W	55.90'
L9	S13°39'49"W	47.56'
L10	S35°20'58"W	27.32'
L11	S27°43'45"W	45.43'
L12	S27°50'06"W	83.23'
L13	S04°16'11"W	45.79'
L14	S01°56'56"W	100.24'
L15	S00°46'28"E	50.44'
L16	S11°20'25"E	30.19'
L17	S13°54'12"E	26.39'
L18	S88°40'06"W	26.45'
L19	S76°39'26"W	22.76'
L20	S51°48'06"W	44.90'
L21	S85°07'01"W	44.08'
L22	S29°23'43"W	44.36'
L23	N83°32'39"W	20.02'
L24	N07°53'43"W	38.26'
L25	N64°02'40"W	48.89'
L26	N19°46'32"W	25.70'
L27	S77°16'53"W	24.03'
L28	S42°39'35"W	19.52'
L29	N81°03'06"W	55.87'
L30	N48°32'04"W	34.81'
L31	N10°22'02"W	67.22'
L32	N67°06'04"W	65.90'
L33	S72°28'55"W	22.67'
L34	S35°33'01"E	9.79'
L35	S88°45'19"W	17.45'
L36	N07°51'25"W	11.10'
L37	N57°42'57"W	47.56'

WETLAND LINE TABLE		
LINE NO.	BEARING	DISTANCE
L38	N07°51'25"E	11.10'
L39	N39°21'22"W	48.12'
L40	N59°28'54"W	27.56'
L41	N65°14'06"W	26.15'
L42	N72°33'37"W	22.34'
L43	N78°57'50"W	50.87'
L44	N77°17'04"W	48.21'
L45	S82°14'18"W	7.38'
L46	N67°07'51"E	11.09'
L47	S69°13'03"E	31.34'
L48	S17°15'08"W	9.62'
L49	S30°11'00"E	48.26'
L50	S47°17'27"E	24.07'
L51	S65°08'47"E	76.55'
L52	S68°42'25"E	47.20'
L53	S49°14'58"E	27.99'
L54	S30°13'04"E	44.23'
L55	S14°35'40"E	57.44'
L56	S29°59'35"E	44.48'
L57	S26°42'03"E	42.91'
L58	S08°46'54"E	34.22'
L59	S22°30'37"E	52.08'
L60	S48°45'02"E	35.31'
L61	S27°58'59"E	65.52'
L62	S37°53'16"E	22.91'
L63	S18°14'25"E	35.97'
L64	N76°22'45"E	13.65'
L65	S55°45'48"E	22.86'
L66	S37°45'34"E	15.76'
L67	S37°35'13"E	58.14'
L68	S62°47'40"E	15.93'
L69	S66°34'00"E	49.86'
L70	S79°03'03"E	25.56'
L71	S63°56'06"E	21.18'
L72	S59°40'08"E	27.52'
L73	S29°34'18"E	19.69'
L74	S43°02'17"E	20.98'

WETLAND LINE TABLE		
LINE NO.	BEARING	DISTANCE
L75	S54°15'31"E	7.88'
L76	S21°11'08"E	30.41'
L77	S02°18'53"E	23.84'
L78	N24°14'15"W	34.21'
L79	N02°43'39"W	37.47'
L80	N12°16'13"E	20.98'
L81	S73°56'49"E	15.31'
L82	S00°44'22"E	34.54'
L83	S03°54'08"E	39.31'
L84	S30°07'31"W	12.88'
L85	N02°01'55"W	31.87'
L86	N18°59'19"E	57.55'
L87	S33°53'41"E	37.41'
L88	S19°11'14"W	66.24'
L89	N66°14'20"W	18.23'



SURVEYED BY:  MILWAUKEE REGIONAL OFFICE W238 N 1610 BUSSE ROAD, SUITE 100 WAUKESHA, WISCONSIN 53188 P. 262.513.0666	SURVEYED FOR: RAP PROPERTIES, LLC 13965 W BURLEIGH RD, STE 101 BROOKFIELD, WI 53005	PROJECT NO: 23-13326 FIELDBOOK/PG: E-FILE SHEET NO: 13 OF 16	SURVEYED BY: JA DRAWN BY: CL/JIM
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PRELIMINARY

CERTIFIED SURVEY MAP NO.

PART OF NORTHEAST QUARTER (NE 1/4) AND THE SOUTHEAST QUARTER (SE 1/4) OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION 24, TOWNSHIP 7 NORTH, RANGE 19 EAST, CITY OF PEWAUKEE, WAUKESHA COUNTY, WISCONSIN

LEGAL DESCRIPTION

PART OF THE NORTHEAST 1/4 AND THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 24, TOWNSHIP 7 NORTH, RANGE 19 EAST, CITY OF PEWAUKEE, WAUKESHA COUNTY, WISCONSIN, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF SAID SECTION 24; THENCE NORTH 87°52'04" WEST ALONG THE NORTH LINE OF SAID NORTHWEST 1/4 SECTION, 210.42 FEET TO THE NORTHWEST CORNER OF PARCEL 1 OF CERTIFIED SURVEY MAP NO. 9269 AND THE POINT OF BEGINNING; THENCE SOUTH 00°40'51" EAST ALONG THE WEST LINE OF SAID CERTIFIED SURVEY MAP NO. 9269 AND THEN ALONG IT'S SOUTHERLY EXTENSION, 1641.04 FEET TO THE PRESENT NORTHERLY LINE OF NORTH AVENUE (COUNTY TRUNK HIGHWAY "M"); THENCE SOUTH 52°29'09" WEST ALONG SAID NORTHERLY LINE, 168.85 FEET TO A POINT OF CURVE; THENCE SOUTHWESTERLY 272.73 FEET ALONG SAID NORTHERLY LINE AND ALONG THE ARC OF SAID CURVE TO THE LEFT WHOSE RADIUS IS 437.60 FEET AND WHOSE CHORD BEARS SOUTH 34°40'24" WEST, 267.73 FEET; THENCE SOUTH 16°51'39" WEST ALONG SAID NORTHERLY LINE, 186.88 FEET TO THE PRESENT NORTHERLY LINE OF WATERTOWN ROAD (COUNTY TRUNK HIGHWAY "M"); THENCE NORTH 58°15'59" WEST ALONG SAID NORTHERLY LINE, 92.89 FEET; THENCE SOUTH 00°35'49" EAST, 39.05 FEET TO THE CENTERLINE OF SAID WATERTOWN ROAD; THENCE NORTH 58°15'59" WEST ALONG SAID CENTERLINE, 391.16 FEET; THENCE NORTH 00°32'26" WEST, 1955.27 FEET TO THE NORTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 24; THENCE SOUTH 87°52'04" EAST ALONG SAID NORTH LINE, 751.19 FEET TO THE POINT OF BEGINNING.

CONTAINING IN ALL 1,470,432 SQUARE FEET (33.7565 ACRES) OF LAND, MORE OR LESS.

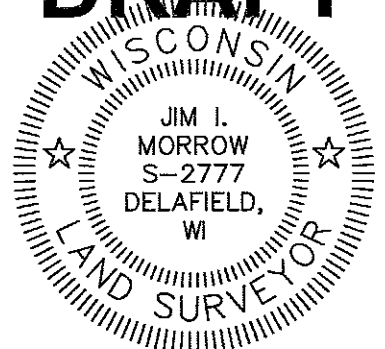
SURVEYOR'S CERTIFICATE

I, JIM I. MORROW, PROFESSIONAL LAND SURVEYOR S-2777, DO HEREBY CERTIFY THAT BY DIRECTION OF RAP PROPERTIES, LLC, I HAVE SURVEYED, DIVIDED, AND MAPPED THE LANDS DESCRIBED HEREON, AND THAT THE MAP IS A CORRECT REPRESENTATION OF THE EXTERIOR BOUNDARY OF THE LANDS SURVEYED AND THE DIVISION THEREOF, IN ACCORDANCE WITH THE INFORMATION PROVIDED. I FURTHER CERTIFY THAT THIS CERTIFIED SURVEY MAP IS IN FULL COMPLIANCE WITH CHAPTER 236.34 OF THE WISCONSIN STATUTES AND THE SUBDIVISION REGULATIONS OF THE CITY OF PEWAUKEE, WAUKESHA COUNTY, WISCONSIN.

JIM I. MORROW, S-2777
PROFESSIONAL LAND SURVEYOR

DATE

DRAFT



SURVEYED BY:  MILWAUKEE REGIONAL OFFICE W239 N 1610 BUSSE ROAD, SUITE 100 WAUKESHA, WISCONSIN 53186 P. 262.513.0666	SURVEYED FOR: RAP PROPERTIES, LLC 13965 W BURLEIGH RD, STE 101 BROOKFIELD, WI 53005	PROJECT NO: 23-13326 FIELDBOOK/PG: E-FILE SHEET NO: 14 OF 16	SURVEYED BY: JA DRAWN BY: CL/JIM
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PRELIMINARY

CERTIFIED SURVEY MAP NO.

PART OF NORTHEAST QUARTER (NE 1/4) AND THE SOUTHEAST QUARTER (SE1/4) OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION 24, TOWNSHIP 7 NORTH, RANGE 19 EAST, CITY OF PEWAUKEE, WAUKESHA COUNTY, WISCONSIN

CORPORATE OWNER'S CERTIFICATE

RAP PROPERTIES, LLC, A LIMITED LIABILITY CORPORATION DULY ORGANIZED AND EXISTING UNDER AND BY VIRTUE OF THE LAWS OF THE STATE OF WISCONSIN, AS OWNER, DOES HEREBY CERTIFY THAT SAID CORPORATION HAS CAUSED THE LAND DESCRIBED ON THIS CERTIFIED SURVEY MAP TO BE SURVEYED, DIVIDED, MAPPED, AND DEDICATED AS REPRESENTED HEREON. SAID CORPORATION FURTHER CERTIFIES THAT THIS CERTIFIED SURVEY MAP IS REQUIRED BY S.236.34, WISCONSIN STATUTES TO BE SUBMITTED TO THE CITY OF PEWAUKEE FOR APPROVAL.

IN WITNESS WHEREOF, THE SAID RAP PROPERTIES, LLC HAS CAUSED THESE PRESENTS TO BE SIGNED BY ITS REPRESENTATIVES THIS _____ DAY OF _____, 2023.

RAP PROPERTIES, LLC

BY: _____
MANAGING MEMBER

STATE OF WISCONSIN) SS
WAUKESHA COUNTY) SS

PERSONALLY CAME BEFORE ME THIS _____ DAY OF _____, 2023, THE ABOVE NAMED REPRESENTATIVES OF THE ABOVE NAMED RAP PROPERTIES TO ME KNOWN TO BE THE PERSONS WHO EXECUTED THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED THE SAME.

NOTARY PUBLIC, WAUKESHA COUNTY, WISCONSIN MY COMMISSION EXPIRES _____

CONSENT OF CORPORATE MORTGAGEE

RAP PROPERTIES, LLC, A CORPORATION DULY ORGANIZED AND EXISTING UNDER AND BY VIRTUE OF THE LAWS OF THE STATE OF WISCONSIN, AS MORTGAGEE OF THE LANDS DESCRIBED HEREON, HEREBY CONSENTS TO THE SURVEYING, DIVIDING, MAPPING AND RESTRICTING OF THE LANDS DESCRIBED IN THE AFFIDAVIT OF JIM I. MORROW, WISCONSIN PROFESSIONAL LAND SURVEYOR, S-2777, AND DO HEREBY CONSENT TO THE ABOVE CERTIFICATE OF RAP PROPERTIES, LLC, OWNER.

WITNESS THE HAND AND SEAL OF _____ MORTGAGEE, THIS _____ DAY OF _____, 2023.

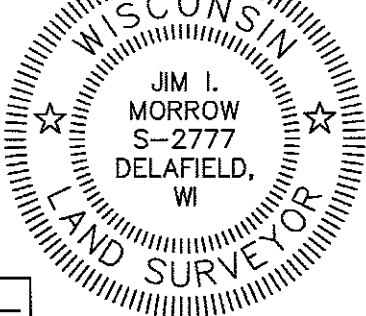
PRESIDENT OR VICE PRESIDENT

STATE OF WISCONSIN) SS
WAUKESHA COUNTY) SS

PERSONALLY CAME BEFORE ME THIS _____ DAY OF _____, 2023, THE ABOVE NAMED REPRESENTATIVES OF THE ABOVE NAMED _____ TO ME KNOWN TO BE THE PERSONS WHO EXECUTED THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED THE SAME.

NOTARY PUBLIC, WAUKESHA COUNTY, WISCONSIN MY COMMISSION EXPIRES _____

DRAFT



SURVEYED BY:  MILWAUKEE REGIONAL OFFICE W238 N 1610 BUSSE ROAD, SUITE 100 WAUKESHA, WISCONSIN 53186 P. 262.513.0666	SURVEYED FOR: RAP PROPERTIES, LLC 13965 W BURLEIGH RD, STE 101 BROOKFIELD, WI 53005	PROJECT NO: 23-13326 FIELDBOOK/PG: E-FILE SHEET NO: 15 OF 16	SURVEYED BY: JA DRAWN BY: CL/JIM
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PRELIMINARY

CERTIFIED SURVEY MAP NO.

PART OF NORTHEAST QUARTER (NE 1/4) AND THE SOUTHEAST QUARTER (SE1/4) OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION 24, TOWNSHIP 7 NORTH, RANGE 19 EAST, CITY OF PEWAUKEE, WAUKESHA COUNTY, WISCONSIN

CITY OF PEWAUKEE PLAN COMMISSION APPROVAL

APPROVED FOR RECORDING PER CITY OF PEWAUKEE PLAN COMMISSION ACTION OF _____, 2023.

STEVE BIERCE, CHAIRPERSON
CITY OF PEWAUKEE PLAN COMMISSION

DATE

COLLEEN BROWN, SECRETARY
CITY OF PEWAUKEE PLAN COMMISSION

DATE

CITY OF PEWAUKEE COMMON COUNCIL APPROVAL CERTIFICATE

RESOLVED THAT THIS CERTIFIED SURVEY MAP, WHICH HAS BEEN DULY FILED FOR THE APPROVAL OF THE CITY OF PEWAUKEE COMMON COUNCIL, BE AND THE SAME IS HEREBY APPROVED AND THE DEDICATIONS, IF ANY DESIGNATED HEREON, ARE HEREBY ACKNOWLEDGED AND ACCEPTED BY THE CITY OF PEWAUKEE.

I HEREBY CERTIFY THAT THE ABOVE IS A TRUE AND CORRECT COPY OF A RESOLUTION ADOPTED BY THE CITY OF PEWAUKEE ON THIS _____ DAY OF _____, 2023.

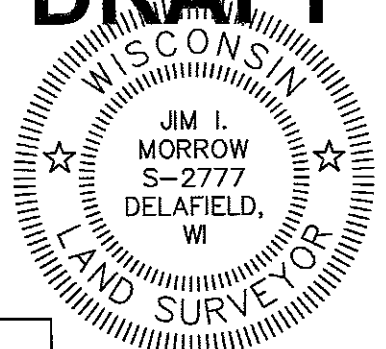
STEVE BIERCE, MAYOR

DATE

KELLY TARCZEWSKI, CLERK/TREASURER
CITY OF PEWAUKEE

DATE

DRAFT

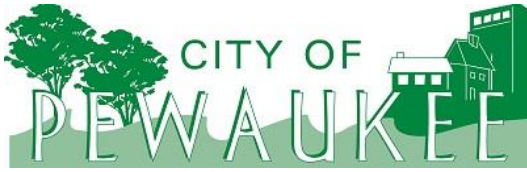


SURVEYED BY:
JSD
MILWAUKEE REGIONAL OFFICE
W238 N 1610 BUSSE ROAD, SUITE 100
WAUKESHA, WISCONSIN 53188
P. 262.513.0686

SURVEYED FOR:
RAP
PROPERTIES, LLC
13965 W BURLEIGH RD, STE 101
BROOKFIELD, WI 53005

PROJECT NO: 23-13326
FIELDBOOK/Pg: E-FILE
SHEET NO: 16 OF 16

SURVEYED BY: JA
DRAWN BY: CL/JIM



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

REPORT TO THE PLAN COMMISSION

Meeting of October 17, 2024

Date: October 9, 2024

Project Name: Cedar Gables Certified Survey Map

Project Address/Tax Key No.: Approximately N18W22670 Watertown Road/PWC 095899005 and 0958990006

Applicant: Cedar Gables LLC

Property Owner: Ancient Oaks LLC c/o Robert Patch

Current Zoning: Rm-1 Multiple-Family Residential District, LC Lowland Conservancy District, and UC Upland Conservancy District

2050 Land Use Map Designation: Medium Density Residential (6,500 SQ. FT. - 1/2 AC. / D.U.) and Flood Plains, Lowland & Upland Conservancy, and Other Natural Areas

Use of Surrounding Properties: Single-family residential to the north and east and agricultural land to the south and west

Introduction

The applicant has filed a Certified Survey Map Application related to a multi-family condominium development upon land located at the northwest corner of North Avenue and Watertown Road, approximately N18W22670 Watertown Road. The development includes a total of 96 units within 25 buildings.

The subject development, Cedar Gables Condominiums (formerly Ancient Oaks Condominiums), was approved at the November 16, 2023 Plan Commission and December 4, 2023 Common Council meetings, including a Preliminary Certified Survey Map.

Certified Survey Map

The proposed Certified Survey Map dedicates a public right-of-way that extends from North Avenue to an Elmwood Drive access point to the north. This right-of-way also abuts the west property line for a potential future connection to the property to the west.

The CSM contains three lots. Lot 1 is the southernmost lot and has an area of about 6 acres. Lot 2, to the north, has an area of about 12.6 acres, and Lot 3, the northernmost parcel, has an area of approximately 10.1 acres.

Staff also reviewed density calculations for these individual lots. Lot 1 consists of 32 units, Lot 2 includes 28 units, and lot 3 has 36 units. All lots individually conform to Rm-1 District minimum net density requirements.

Staff also finds the CSM to be in conformance with requirements of Chapter 18, Land Division, of the City's Municipal Code.

Recommendation

Staff recommends approval of the Certified Survey Map for properties located at approximately N18W22670 Watertown Road (Tax Key Nos. 0958990005 & 0958990006).

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

DATE: October 21, 2024

DEPARTMENT: Public Works

PROVIDED BY: Magdelene Wagner

SUBJECT:

Discussion and Possible Action Regarding the Cedar Gables Development [Wagner]

BACKGROUND:

Cedar Gables is a development on the corner of North Avenue and Watertown Road (CTH M). The development previously received approval of an Early Grading Agreement so the land could be filled while the development plans were being reviewed by Staff. This early grading and fill agreement will terminate upon execution of the full developer's agreement. As such we have incorporated the remaining work and financial guarantee into this agreement.

The review is reaching its final review with Staff with minor changes prior to its approval. As such the Developer is seeking approval of the full developer's agreement and to establish the letter of credit.

Staff is recommending approval of the DA contingent on final attorney and city engineer approval.

The development is required to post a financial guarantee for the project. After reviewing the cost of the improvements and adding the additional 10% as required by ordinance, the amount of the financial guarantee is recommended to be \$1,822,905.55. The form of the financial guarantee should be subject to City Attorney approval.

FINANCIAL IMPACT:

RECOMMENDED MOTION:

Council approve the Developer's Agreement contingent on final City Attorney and City Engineer approval and approve the value of the financial guarantee contingent on its form being approved by the City Attorney.

ATTACHMENTS:

Description

Draft Developer's Agreement

DEVELOPER'S AGREEMENT
FOR
CEDAR GABLES CONDOMINIUM
CITY OF PEWAUKEE, WAUKESHA COUNTY, WISCONSIN

THIS AGREEMENT is made this _____ day of _____, 2024, between CEDAR GABLES LLC, a Wisconsin limited liability company, 13965 West Burleigh Street, Suite 101, Brookfield, Wisconsin, hereinafter called "DEVELOPER", and the CITY of PEWAUKEE in the County of Waukesha and the State of Wisconsin, hereinafter called the "CITY".

WITNESSETH:

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

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

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

WHEREAS, said SUBJECT LANDS are presently zoned Rm-1 PUD, which allows the above-described development; and

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

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

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

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

WHEREAS, the CITY Plan Commission has given Conditional Use Permit approval to the development, as shown on the attached **Exhibit B**, conditioned in part upon the DEVELOPER and the CITY entering into a DEVELOPER's Agreement, as well as other conditions as approved by the CITY Common Council; and

WHEREAS, the DEVELOPER is now seeking from the CITY Plan Commission and CITY Common Council final Certified Survey Map (CSM) and Condominium Plat approval for the development.

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

DEVELOPER'S COVENANTS

SECTION I. MODEL BUILDINGS.

- A. **MODEL BUILDINGS DEFINED:** the phrase "Model Buildings" means the buildings shown on the attached **Exhibit C** as Buildings 1, 2, 3 and 4. The Model Buildings will be used as sales models.
- B. **CERTAIN PROVISIONS OF THIS AGREEMENT INAPPLICABLE TO MODEL BUILDINGS:** Subject to satisfaction of all standard requirements for a building permit, the CITY will issue a building permit for the Model Buildings prior to satisfaction of the following requirements of this Agreement:

- Section III.B.3 (completion of sanitary sewer system)
- Section III.B.4 (acceptance of sanitary sewer system)
- Section III.C.3 (acceptance of water system)
- Section III.D.3 (acceptance of surface and storm water drainage facilities)
- Section IV.D.5 (clean and televise storm sewer)
- Section XIII. Building and Occupancy Permits

- C. USE AND SALES OF UNITS IN MODEL BUILDINGS: The DEVELOPER may use the Model Buildings for sales models once the buildings have passed inspections and after items in Section III.B.3, Section III.B.4, and Section III.C.3 are completed; however, the DEVELOPER may not transfer title to any unit in the Model Buildings or the Model Buildings themselves until the requirements described in Paragraph B are satisfied.

SECTION II. PHASES

The DEVELOPER intends to develop the SUBJECT LANDS in two phases. The two phases are shown on the attached Exhibit C and are labelled as Phase I and Phase II. Phase I shall precede Phase II. All conditions for building permits, occupancy permits and the Financial Guarantee (defined below) set forth in this Agreement shall be applied separately to each phase so that the DEVELOPER is not required to perform such requirements for Phase II as conditions precedent for building permits or occupancy permits for Phase I. Time limits and deadlines in this Agreement apply to Phase I. Final Acceptance, as defined below, and dedication of improvements shall occur separately for Phase I and Phase II. The DEVELOPER shall notify the CITY in writing at least fifteen (15) days before commencing Phase II. The DEVELOPER may, but shall not be required to, commence Phase II before Final Acceptance of Phase I. All conditions for building permits, occupancy permits, and the Financial Guarantee set forth in this Agreement for Phase I shall apply to Phase II. The DEVELOPER shall be afforded the same time for completing tasks during Phase II as it is afforded for completing tasks during Phase I, and such time limits and deadlines shall be computed from commencement of Phase II.

SECTION III. IMPROVEMENTS

- A. PUBLIC STREETS: The DEVELOPER hereby agrees that:

1. Prior to the start of construction of improvements, the DEVELOPER shall provide to the CITY written certification from the DEVELOPER'S Engineer or Surveyor that all public street plans are in conformance with all federal, state, county and CITY specifications, regulations and ordinances, and written proof from the CITY Engineer evidencing review and approval of said plans.
2. The DEVELOPER shall grade and install all planned public streets in accordance with the Certified Survey Map (CSM), approved development plan of the development, or final

Condominium Plat as the case may be and the plans and specifications attached hereto as **Exhibit C**.

3. Construction of the public streets providing access to and fronting a specific building will be completed, presented and accepted by the CITY Common Council through the first lifts of asphalt before any building permits are issued for said building.
4. The first lifts of the public streets will be completed and presented to the CITY Common Council no later than November 19, 2025, or as extended by the CITY Common Council.
5. The final lift of asphalt shall be placed on all public streets after at least one winter season, but not later than October 15, 2026, unless extended by the CITY Common Council.
6. The DEVELOPER or the Condominium Association shall maintain public streets, including snowplowing, unless otherwise approved by the CITY Administrator, until accepted by resolution by the CITY Common Council.
7. The DEVELOPER shall have ultimate responsibility for cleaning up any and all mud, dirt, stone or debris on the streets until such time as the final lift of asphalt has been installed by the DEVELOPER and accepted by the CITY Common Council. The CITY shall make a reasonable effort to require the contractor, who is responsible for placing the mud, dirt, stone or debris on the street, to clean up the same or to hold the subject property owner who hired the contractor responsible. The DEVELOPER and/or subject property owner shall clean up the streets within twenty-four (24) hours after receiving a notice from the CITY. If said mud, dirt, stone or debris are not cleaned up after notification, the CITY will do so at the DEVELOPER's and/or subject property owner's expense, at the option of the CITY.

B. **SANITARY SEWER**: The DEVELOPER hereby agrees:

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

written proof that the CITY Engineer has approved said plans.

2. To construct, furnish, install and provide a complete sewerage system for the SUBJECT LANDS and necessary improvements, all in accordance with the plans, specifications and drawings attached hereto as **Exhibit C** and all applicable Federal, State and CITY ordinances, specifications, regulations and guidelines for the construction of sewerage systems in the CITY and as approved by the CITY Engineer. All sanitary sewers shall be televised by the DEVELOPER thirty (30) days prior to final lift of paving. All reports and a copy of the video tape shall be submitted to the CITY for review a minimum of ten (10) business days prior to paving.
3. Except as provided in Section I.B., to clean and televise the sanitary sewer system for the SUBJECT LANDS, repair any defects as determined by the CITY Engineer, supply the video tape to the CITY and clean all sewer lines prior to the issuance of building permits and acceptance of the improvements by the CITY.
4. Except as provided in Section I.B., no building permits shall be issued until the sanitary sewer system for the SUBJECT LANDS has been dedicated to and accepted by the CITY.
5. A Reserve Capacity Assessment for Sewer in the amount of \$3,502 (2024 rate) as adjusted annually, is payable for each Residential Equivalent Connection proposed in accordance with the rules and standards of the CITY prior to the issuance of a building permit for each unit.
6. An Interceptor Capacity Assessment for Sewer in the amount of \$6,826 (2024 rate) as adjusted annually is payable for each Residential Equivalent Connection proposed in accordance with the rules and standards of the CITY prior to the issuance of a building permit for each unit.
7. Sanitary sewer record drawings (as-builts) will be prepared by the CITY and all costs associated with the record drawings shall be billed by the CITY and paid and the DEVELOPER.

C. WATER: The DEVELOPER hereby agrees:

1. Prior to the start of construction of improvements, DEVELOPER shall provide to the CITY written certification from the DEVELOPER's Engineer that the water system plans are in conformance with all Federal, State and CITY specifications, regulations, ordinances and guidelines and written proof that the CITY Engineer has approved said plans.
 2. To construct, furnish, install and provide a complete water system for the SUBJECT LANDS, all in accordance with the plans, specifications and drawings attached hereto as Exhibit C and all applicable Federal, State and CITY ordinances, specifications, regulations and guidelines for the construction of water systems in the CITY and as approved by the CITY Engineer.
 3. Except as provided in Section I.B., no building permits shall be issued until the water system for the SUBJECT LANDS has been dedicated to and accepted by the CITY.
 4. The CITY has established a Water Utility which will sell water and charge for same at a rate approved by the Public Service Commission to all homes in the SUBJECT LANDS on an individual basis. A Reserve Capacity Assessment for water in the amount of \$6,006 (2024 rate) as adjusted annually is understood to be payable upon each Residential Equivalent Connection proposed in accordance with the rules and standards of the CITY prior to issuance of a building permit for each building.
 5. Water record drawings (as-builts) will be prepared by the CITY and all costs associated with the record drawings will be billed by the CITY and paid by the DEVELOPER.
- D. SURFACE AND STORM WATER DRAINAGE: The DEVELOPER hereby agrees that:
1. Prior to the start of construction of surface and storm water facilities, the DEVELOPER shall provide to the CITY written certification from the DEVELOPER'S Engineer or Surveyor that all surface and storm water drainage facilities plans are in conformance with all federal, state, county and CITY regulations, guidelines, specifications, laws and ordinances.
 2. The DEVELOPER shall construct, install, furnish and provide adequate facilities for surface and storm water drainage

throughout the development with adequate capacity to transmit the anticipated flow from the development and adjacent property, in accordance with this Agreement, all approved plans, specifications, and all applicable federal, state, and CITY regulations, guidelines, specifications, laws and ordinances, and as reviewed and approved by the CITY Engineer and the plans have been attached hereto and marked **Exhibit C**. Storm water piping located within utility easements and public road right-of-way within the Development will be dedicated to the CITY and accepted by the CITY. Maintenance of the infrastructure not dedicated to the CITY will be responsibility of the DEVELOPER or subsequent owners. The specific maintenance and management practices of all of the storm water structures and facilities shall be set forth in the Storm Water Management Practices and Maintenance Agreement to be agreed upon by the DEVELOPER and the CITY prior to the final development approval by the CITY.

3. Except as provided in Section I.B., the DEVELOPER agrees that the site grading and construction of surface and storm water drainage facilities shall be completed and accepted by the CITY before any building permits are issued.
4. The CITY Common Council will not accept the surface and storm water drainage system until the entire system is installed and vegetative cover is installed in accordance with the plans and specifications approved by the CITY Engineer.
5. Except as provided in Section I.B., the DEVELOPER shall clean and televise all storm sewers, if any, prior to issuance of building permits and acceptance of improvements by the CITY Common Council.
6. The CITY retains the right to require DEVELOPER to install additional surface and storm water drainage measures if it is determined by the CITY Engineer that the original surface and storm water drainage plan as designed and/or constructed does not provide reasonable stormwater drainage within the development and surrounding area until such time the CITY accepts the improvements by resolution and the guarantee period has ended.
7. Public storm water record drawings (as-builts) will be prepared by the CITY and all costs associated with the record drawings shall be billed by the CITY and paid by

the DEVELOPER. Private storm water grading, pond, and swale record drawings (as-builts) shall be prepared by the DEVELOPER and submitted to the CITY for approval.

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

1. Prior to commencing site grading and excavation associated with this Agreement, the DEVELOPER shall provide to the CITY written certification from the DEVELOPER'S Engineer or Surveyor that said plan, once implemented, shall meet all federal, state, and CITY regulations, guidelines, specifications, laws and ordinances, including proof of notification of land disturbances to the State of Wisconsin Department of Natural Resources and written proof that the CITY Engineer and the Army Corps of Engineers, if applicable, have approved said plans.
2. The DEVELOPER shall cause all grading, excavation, open cuts, side slopes and other land surface disturbances to be so seeded and mulched, sodded or otherwise protected that erosion, siltation, sedimentation and washing are prevented in accordance with the plans and specifications reviewed and approved by the CITY Engineer, Chapter 19 Ordinances, Department of Natural Resources and its Technical guidance, and Army Corps of Engineers, if applicable. Plans are attached hereto and marked **Exhibit C**.
3. All disturbed areas shall be restored to the satisfaction of the CITY Engineer in accordance with all applicable permits, approved plans, or as directed by any regulatory agency. Any cash or letter of credit held by the CITY will not be released until the CITY Engineer is satisfied that no further erosion measures are required and in accordance with all applicable permits.
4. To maintain all roads free from mud and dirt from construction of the development. DEVELOPER agrees to, at no cost to the CITY, clean the construction debris from the roadways at least once per day or as directed by the CITY Engineer.

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

1. The DEVELOPER shall preserve to the maximum extent possible existing trees, shrubbery, vines, and grasses not actually lying on the public streets, drainage ways, building

foundation sites, private driveways, paths and trails by use of sound conservation practices.

2. The DEVELOPER, as required by the CITY, shall remove and lawfully dispose of buildings, destroyed trees, brush, tree trunks, shrubs and other natural growth and all rubbish.
3. Landscaping and removal of unwanted items, including buildings, wells, or soil absorption waste disposal areas, will be completed and certified as complete by the CITY Engineer prior to the issuance of any building permits.
4. The CITY has the right to trim and remove any features which would interfere with safe operation and maintenance of the CITY rights-of-way, easements, outlots, and drainage ways now or in the future without reparations.
5. The DEVELOPER shall delineate all wetlands that are on or adjacent to the Condominium Plat by means of cedar post, as approved by the CITY staff prior to the issuance of building permits.

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

1. Street signs, traffic control signs, culverts, posts and guard rails as required by all applicable federal, state, and CITY regulations, guidelines, specifications, laws, and ordinances shall be obtained and placed by the CITY, or by the DEVELOPER with approval of the CITY, and the cost thereof shall be paid by the DEVELOPER.
2. All traffic control signs and street signs, as required by the CITY, will be installed within five (5) working days of the placement of the first lifts of asphalt.

H. ADDITIONAL IMPROVEMENTS:

The DEVELOPER hereby agrees that if, at any time after plan approval and during construction, the CITY Engineer determines that modifications to the plans including additional improvements such as additional drainage ways, erosion control measures, and surface and storm water management measures are necessary in the interest of public safety, are necessary in order to comply with current laws or are necessary for implementation of the original intent of the improvement plans, the CITY is authorized to order DEVELOPER, at DEVELOPER'S expense, to implement the same. If

DEVELOPER fails to construct the additional improvement within a reasonable time under the circumstances, the CITY may cause such work to be carried out and shall charge against the Financial Guarantee held by the CITY pursuant to this Agreement.

SECTION IV. TIME OF COMPLETION OF IMPROVEMENTS:

The improvements set forth in Section III above shall be completed by the DEVELOPER by October 15, 2027 except as otherwise provided for in this Agreement.

As noted in Section III.A.4, the first lift of asphalt of the public streets will be completed and presented to the CITY no later than November 19, 2025, or no later than the Wednesday before Thanksgiving Day of the year the development starts construction, or as extended by the CITY.

As noted in Section III.A.5, the final lift of asphalt shall be placed on all public streets after at least one winter season, but no later than October 15, 2026, or the year after the binder was placed unless extended by the CITY.

SECTION V. FINAL ACCEPTANCE.

Throughout this Agreement, various stages of the development will require approval by the CITY. "Final Acceptance" as used herein, however, shall be the ultimate acceptance of all of the improvements in the completed development as a whole, and shall be granted specifically by separate resolution of the CITY Common Council. The CITY common council shall not deny Final Acceptance provided the improvements are completed as required by this Agreement. It is understood that building permits will be issued pursuant to Section I for the Model Buildings and may otherwise be issued by the CITY prior to the time of Final Acceptance of all of the improvements. The one-year correction period for this Agreement shall not commence to run until Final Acceptance by the CITY of all public improvements is granted. The issuance of building permits and approval of various items of development shall not commence the one-year guarantee period.

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

SECTION VI. DEDICATION OF IMPROVEMENTS:

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

Dedication shall not constitute acceptance of any improvement by the CITY Common Council. The CITY Common Council shall accept all public improvements by separate resolution reasonably promptly when such improvements are completed in a good and workmanlike manner and in accordance with the plans and specifications approved by the CITY. Said resolution shall be recorded, if needed, with the Waukesha County Register of Deeds. The DEVELOPER will furnish proof to the CITY, prior to the dedication required, that the public land and improvements proposed for dedication are free of all liens, claims and encumbrances, including (except as set forth below) mortgages.

Mortgages that encumber easement areas on non-public land in which public improvements are located shall not violate the "free and clear of all encumbrances" requirements set forth above provided that such mortgages subordinate the mortgage lenders' interests in the easement areas.

SECTION VII. ACCEPTANCE OF WORK AND DEDICATION:

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

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

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

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

SECTION IV. GUARANTEES OF IMPROVEMENTS:

- A. Guarantee. The DEVELOPER shall guarantee after Final Acceptance the public improvements, and all other improvements described in Section III hereof, against defects due to faulty materials or workmanship, provided that such defects appear within a period of one year from the date of Final Acceptance of the improvements. The DEVELOPER shall pay for any damage to CITY property and/or improvements resulting from such faulty materials or workmanship. This guarantee shall not be a bar to any action the CITY might have for negligent workmanship or materials. Wisconsin law on negligence shall govern such situations. If the DEVELOPER fails to cure or pay for any damages or defects to CITY property and/or improvements, and the CITY is required to draw against the Financial Guarantee on file with the CITY, the DEVELOPER is then required to replenish said monies up to the aggregate amount of 110% of the then unpaid total cost of all improvements.
- B. Obligation to Repair. The DEVELOPER shall make or cause to be made, at its own expense, any and all repairs which may become necessary under and by virtue of the DEVELOPER'S guarantee and shall leave the improvements in good and sound condition, satisfactory to the CITY Common Council at the expiration of the guarantee period.
- C. Notice of Repair. If during said guarantee period, the improvements shall, in the reasonable opinion of the CITY Staff, require any repair or replacement which, in their

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

D. Maintenance Prior to Acceptance.

1. All improvements shall be maintained by the DEVELOPER so they conform to the approved plans and specifications at the time of their Final Acceptance of the improvements by the CITY. This maintenance shall include routine maintenance, such as crack filling, roadway patching and the like. In cases where emergency maintenance is required, the CITY retains the right to complete the required emergency maintenance in a timely fashion and bill the DEVELOPER for all such associated costs, provided the CITY shall first make reasonable attempts to provide telephonic notice to DEVELOPER of the need for such emergency maintenance. Said bill shall be paid within fifteen (15) days by the DEVELOPER. The DEVELOPER'S obligation to maintain all improvements shall expire at the expiration of the guarantee period and any residual of the Financial Guarantee shall be returned to DEVELOPER.
2. Street sweeping and dust suppression shall be done by the DEVELOPER upon a regular basis as needed to ensure a reasonably clean and safe roadway and air quality until Final Acceptance by the CITY. Should the DEVELOPER fail to meet this requirement, the CITY will cause the work to be done and will bill the DEVELOPER on a time and material basis. Said bill shall be paid within fifteen (15) days by the DEVELOPER.
3. In the event drainage problems arise within the SUBJECT LANDS or related activities on the SUBJECT LANDS, the

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

4. Snowplowing and ice control of the public streets shall be the responsibility of the DEVELOPER until such time as the final lift of asphalt is constructed and the CITY accepts the street improvements. The CITY shall not plow the streets prior to the acceptance unless a separate arrangement has been made between the DEVELOPER and the CITY for this service.

SECTION X. CITY RESPONSIBILITY FOR IMPROVEMENTS:

The CITY shall not be responsible for repairs, maintenance, or snow plowing on any improvements until Final Acceptance of the public improvements by the CITY.

SECTION XI. RISK OF PROCEEDING WITH IMPROVEMENTS PRIOR TO APPROVALS:

The DEVELOPER may proceed with the installation of the grading and public improvements referenced in this Agreement and with all other work related to the development of the SUBJECT LANDS prior to approval of the CSM. All work on the SUBJECT LANDS may commence upon execution of this Agreement, including the construction of the Model Buildings provided the CITY has issued construction permits.

The DEVELOPER shall proceed at its own risk with the public improvements. The DEVELOPER, prior to commencement of the installation of public improvements or other work on the SUBJECT LANDS, shall notify the CITY of the DEVELOPER'S intention to proceed with the installation of public improvements or other work on the SUBJECT LANDS. Additionally, DEVELOPER shall make arrangements to have any public improvements and/or other work on SUBJECT LANDS inspected by the CITY Engineer.

SECTION XII. FINANCIAL GUARANTEE:

Prior to the execution of this Agreement by the CITY, the DEVELOPER shall file with the CITY one or more performance bonds, cash deposits or letters of credit (collectively, the Financial Guarantee") setting forth terms and conditions in a form approved by the CITY Attorney in an amount equal to 110% of the cost of the city improvements as approved by the CITY Engineer. The Financial Guarantee shall serve as a guarantee that the DEVELOPER will perform all terms of this Agreement no later than October 15, 2027 except as otherwise set forth in this Agreement. The Financial Guarantee will be in place with the CITY at the time of the CITY's execution of this Agreement. If at any time:

- A. The DEVELOPER is in default of any aspect of this Agreement and such default continues for a period of 10 days after written notice from the CITY, or
- B. The DEVELOPER does not complete the installation of the improvements October 15, 2026 unless otherwise extended by this Agreement or by action of the CITY, or
- C. Any part of the Financial Guarantee is a performance bond or letter of credit is dated to expire within sixty (60) days and that part of the Financial Guarantee has not been extended, renewed or replaced, or
- D. The DEVELOPER fails to maintain the Financial Guarantee as required by this Agreement,

Then the DEVELOPER shall be deemed in violation of this Agreement and the CITY shall have the authority to draw upon the Financial Guarantee. The amount drawn shall be retained in an account at the City and shall be used to reimburse the City for the costs of the improvements, including soft costs, and the remaining balance after completion of the public improvements, if any, shall be refunded to the DEVELOPER.

The amount of the Financial Guarantee shall be reduced periodically as the improvements are completed by the DEVELOPER so that the remaining Financial Guarantee equals 110% of the then remaining costs of the public improvements as determined by the CITY Engineer in the same manner that the costs were originally determined.

The financial institution providing any irrevocable letter of credit shall pay to the CITY all sums available for payment under the irrevocable letter of credit upon demand, subject to the terms and conditions of the irrevocable letter of credit, and upon its

failure to do so, in whole or in part, the CITY shall be empowered in addition to its other remedies, without notice or hearing, to impose a special charge for the amount of said completion costs, upon each and every unsold unit in the development payable with the next succeeding tax roll.

The Financial Guarantee shall further be available to pay for removal of any public improvements that have been constructed and intended for public use but have not been utilized due to abandonment of the development for a period of five (5) years.

SECTION XIII. BUILDING AND OCCUPANCY PERMITS:

It is expressly understood and agreed that, except as provided in Section I.B., no building or occupancy permits shall be issued for any homes until the CITY Engineer has determined that:

- A. The installation of the first lifts of asphalt of the public street(s) providing access to and fronting a specific building for which a building permit is requested has been completed and accepted by the CITY.
- B. The site grading and construction of surface and storm water drainage facilities required to serve such homes are completed, are connected with an operating system as required herein, are cleaned as needed, and are accepted by the CITY.
- C. All Storm Water/Erosion Control landscaping and removal of unwanted items, including buildings, has been certified as complete by the CITY Engineer.
- D. All required grading plans have been submitted to, reviewed by and approved by the CITY Engineer.
- E. The DEVELOPER has paid in full all permit fees and reimbursement of administrative costs as required by this Agreement.
- F. The DEVELOPER has prepared appropriate deed restrictions as noted on the Declaration of Condominium which has been approved by the CITY, filed with the CITY Clerk and recorded with the Register of Deeds.
- G. The sanitary sewer system, and the water system which are connected with an operating system as required herein, are cleaned as needed, and are approved by the CITY Engineer.

- H. The DEVELOPER is not in default of any aspect of this Agreement.
- I. The DEVELOPER has delineated the wetlands that are on or adjacent to the Condominium Plat by means of cedar posts, as approved by the CITY staff prior to the issuance of building permits.

In addition, it is expressly understood and agreed that no occupancy permits shall be issued for any homes until the CITY Engineer has determined that:

- A. All destroyed trees, brush, tree trunks, shrubs and other natural growth and all rubbish are removed from the SUBJECT LANDS and disposed of lawfully.
- B. All required "as built" plans for the SUBJECT LANDS have been submitted and approved by the CITY Engineer.
- C. All public and private utilities have been installed in the SUBJECT LANDS, including street lighting fixtures (if required), gas, electric and telecommunications.

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

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

SECTION XV. MISCELLANEOUS REQUIREMENTS: The DEVELOPER shall:

A. EASEMENTS:

The DEVELOPER shall provide any easements including vision easements on SUBJECT LANDS deemed necessary by the CITY Engineer before the final Condominium Plat is signed or on the final Condominium Plat.

B. MANNER OF PERFORMANCE:

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

C. SURVEY MONUMENTS:

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

D. RESTRICTIONS:

The DEVELOPER shall execute and record restrictions noted on the CSM and Declaration of Condominium in the form attached hereto, made a part hereto and marked **Exhibit D** and provide proof of recording prior to sale of units for the SUBJECT LANDS. The fact that the Declaration of Condominium is made a part of this Agreement does not restrict the DEVELOPER or the Condominium Association from amending the Declaration of Condominium except that the following language may not be amended without consent of the CITY. The restrictions shall be as follows:

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

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

"The Condominium Association(s) within the SUBJECT LANDS are required to maintain all stormwater management facilities in accordance with the Storm Water Management Practices Maintenance Agreement."

E. GRADES:

Prior to the issuance of a building permit for any building, the DEVELOPER shall furnish to the Building Inspector of the CITY a copy of the stake out survey showing the street grade in front of all buildings and the finished grades for the entire Condominium, as existing and as proposed.

F. UNDERGROUND UTILITIES:

The DEVELOPER shall install all electrical, telephone, cable and gas utilities underground. Coordination of installation and all costs shall be the responsibility of the DEVELOPER.

G. PERMITS:

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

H. REMOVAL OF TOPSOIL:

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

I. IMPACT FEES:

The DEVELOPER is aware that the CITY requires the payment of several different impact fees based on the amount of development pursuant to the ordinances presently in effect in the CITY and other rules and regulations of the CITY presently in effect and as they may be amended in the future. As of the date of this Agreement, the following are each of the impact fees that will be charged by the CITY:

These impact fees may be adjusted annually, and they may be payable at future times. The DEVELOPER shall include in the Declaration of Condominium notice to all future owners that they may be subject to payment of said impact fees.

J. NOISE:

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

K. DEBRIS:

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

L. PUBLIC CONSTRUCTION PROJECTS:

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

M. ZONING CODE:

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

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

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

SECTION XVII. GENERAL INDEMNITY:

In addition to, and not to the exclusion or prejudice of, any provisions of this Agreement or documents incorporated herein by

reference, the DEVELOPER shall indemnify and save harmless and agrees to accept tender of defense and to defend and pay any and all legal, accounting, consulting, engineering and other expenses relating to the defense of any claim asserted or imposed upon the CITY, its officers, agents, employees and independent contractors growing out of this Agreement by any party or parties, provided the DEVELOPER shall have no obligations hereunder for any claims based upon any intentional, reckless or negligent action or omission by the CITY, its officers, agents, employees, and independent contractors. The DEVELOPER shall also name as additional insureds on its general liability insurance the CITY, its officers, agents, employees and any independent contractors hired by the CITY to perform services as to this development and give the CITY evidence of the same upon request by the CITY.

SECTION XVIII. INSURANCE:

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

SECTION XIX. EXCULPATION OF CITY CORPORATE AUTHORITIES:

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

SECTION XX. GENERAL CONDITIONS AND REGULATIONS:

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

SECTION XXI. ZONING:

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

district. It is further understood that any rezoning that may take place shall not void this Agreement.

SECTION XXII. COMPLIANCE WITH CODES AND STATUTES:

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

SECTION XXIII. CSM AND CONDOMINIUM PLAT CONDITIONS:

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

SECTION XXIV. AGREEMENT FOR BENEFIT OF PURCHASERS:

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

SECTION XXV. ASSIGNMENT:

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

SECTION XXVI. PARTIES BOUND:

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

SECTION XXVII. HEIRS & ASSIGNS:

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

SECTION XXVIII. AMENDMENTS:

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

[SIGNATURE PAGES TO FOLLOW]

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

CEDAR GABLES LLC

By: _____
Mark Cecchini
Authorized
Signatory

STATE OF WISCONSIN)
) ss.
COUNTY OF WAUKESHA)

Personally came before me this _____ day of _____, 2024, the above named Mark Cecchini, Authorized Signatory of Cedar Gables LLC, to me known to be the person who executed the foregoing instrument and acknowledged the same.

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

CITY OF PEWAUKEE
WAUKESHA COUNTY, WISCONSIN

MAYOR

CLERK

STATE OF WISCONSIN)
) ss.
COUNTY OF WAUKESHA)

Personally came before me this _____ day of _____, 2024, the above-named Steve Bierce, Mayor, and Kelly Tarczewski, Clerk, of the above-named municipal corporation, to me known to be the persons who executed the foregoing instrument and to me known to be such Mayor and Clerk of said municipal corporation and acknowledged that they executed the foregoing instrument as such officers as the deed of said municipal corporation by its authority and pursuant to the authorization by the CITY Common Council from their meeting on the _____ day of _____, 2024.

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

APPROVED AS TO FORM:

CITY Attorney

Attachments:

Exhibit A - Legal Description
Exhibit B - Conditional Use Permit
Exhibit C - Plans
Exhibit D - Declaration of Condominium

EXHIBIT A
Legal Description

Parcel A:

All that part of the Southwest One-quarter of Section 13 and the West One-half of Section 24, Town 7 North, Range 19 East, City of Pewaukee, formerly Town of Pewaukee, bounded and described as follows:

Beginning at the Northwest Comer of the Northeast One-quarter of the Southwest One-quarter of Section 24; thence South 00 degrees 15 minutes East, along the West One-eighth Line, 40.56 feet; thence South 87 degrees 50 minutes East, 622.07 feet to the center line of North Avenue; thence North 13 degrees 24 minutes East, along said center line, 46.00 feet to an angle point, said point being on the West One-quarter Line of Section 24; thence continuing along said center line. North 17 degrees 59 minutes 19 seconds East, 431.58 feet to the center line intersection with County Trunk Highway "SS" thence North 57 degrees 47 minutes 16 seconds West, along said Center line, 114.04 feet to a point on the extension of a fence; thence North 00 degrees 04 minutes 51 seconds West, along an existing fence, 2158.28 feet to a fence comer, said comer being 2.50 feet North 00 degrees 04 minutes 51 seconds West of and North 87 degrees 23 minutes 27 seconds West, 631.82 feet distant from the North One-quarter Corner of Section 24; thence North 87 degrees 34 minutes 58 seconds West, along an existing fence, 328.08 feet to a fence comer; thence South 00 degrees 00 minutes 52 seconds West, along an existing fence, 2635.29 feet to a fence corner; thence North 88 degrees 05 minutes 51 seconds West, along an existing fence, 338.13 feet to the place of beginning.

EXCEPTING THEREFROM:

Parcels A, B, C and D of Certified Survey Map No. 2012 recorded January 11, 1974 in Volume 14 of Certified Survey Maps, pages 95, 96 and 97, as Document No. 871532, in the Office of the Register of Deeds for Waukesha County, Wisconsin, being a part of the Southwest One-Quarter of Section 13 and the West One-Half of Section 24, Town 7 North, Range 19 East, City of Pewaukee, formerly Town of Pewaukee, Waukesha County, Wisconsin.

Tax Key No.: PWC 0958990006

Address: N18W22670 Watertown Road

EXHIBIT A
Legal Description
(Continued)

Parcel B:

All that part of the East 1/2 of the NW 1/4 of Section 24, Township 7 North, Range 19 East, in the Town of Pewaukee, County of Waukesha, State of Wisconsin, bounded and described as follows: Commencing at the NE corner of said NW 1/4 of Section 24; thence North 87° 52' 04" West along the North line of said 1/4 Section, 210.42 feet to the point of beginning of the lands to be described; thence continuing North 87° 52' 04" West, 421.40 feet to the East line of those lands described in Volume 1011, page 100, in the office of the Register of Deeds for Waukesha County; thence South 00° 33' 28" East along said East line, 2148.31 feet to the center line of County Trunk Highway "SS"; thence South 58° 15' 59" East along said center line, 115.68 feet to the center line of County Trunk Highway "M" (North Ave.); thence along the center line of County Trunk Highway "M" the following three courses, North 16° 51' 39" East, 229.79 feet to a point of curve; thence along the arc of a curve, 251.57 feet, center lies to the Southeast, radius is 404.599 feet, chord bears North 34° 40' 24" East, 247.54 feet; thence North 52° 29' 09" East, 144.13 feet; thence North 00° 40' 51" West, 1682.24 feet to the point of beginning. Excepting therefrom the Southerly 33 feet for road purposes for County Trunk Highway "SS" and County Trunk Highway "M".

Tax Key No. PWC 0958990005

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

DATE: October 21, 2024

DEPARTMENT: Finance

PROVIDED BY: Nick Fuchs

SUBJECT:

Discussion and Possible Action Regarding the City's Capital Improvement Program Policies and Practices [Klein / Fuchs]

BACKGROUND:

Attached please find a memorandum from staff related to current and staff recommended capital equipment policies and practices.

FINANCIAL IMPACT:

RECOMMENDED MOTION:

A motion as deemed appropriate by the Common Council.

ATTACHMENTS:

Description

Capital Budget Review Memo



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

MEMORANADUM

To: Common Council
From: Administration/Finance
Date: September 5, 2024
Subject: City of Pewaukee Capital Budget Review

In 2023, both the Finance Committee and Common Council had in-depth discussions regarding capital outlays and future funding of capital equipment and projects. At those meetings, staff had indicated concerns about the feasibility of continuing to save annually for equipment and vehicles with higher costs, such as fire trucks, particularly against current levy limits.

At their October 9, 2023, meeting, the Common Council requested that staff review the current Capital Improvement Program and budget, consider future capital concerns and issues, and present potential solutions to the Finance Committee and Common Council.

Specific questions asked by the Common Council included:

- How far can the City stretch out replacements and how much does that save?
- How should the City fund capital projects moving forward?
- Is it important to keep the current capital plan?

Current Capital Improvement Budget Policy

For review, the City's Capital Improvement Budget Policy from the City's Financial Policies & Procedures, adopted by the Common Council on July 7, 2010 and amended April 16, 2012 and October 1, 2012 is attached as Exhibit A.

Capital Budget Review Recommendations

Below are staff recommendations that are to be continued or implemented as part of the City's Capital Improvement Program.

1. Continued review of expected useful life of all vehicles and equipment.

Note this has been done previously and was reevaluated as part of the 2025 budget review.

The most substantial change proposed for the 2025 capital budget is revising the expected life of a plow truck from 10 years to 12 years. Considering a future anticipated replacement cost of \$300,000, this revision changes the annual appropriation from



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\$30,000 to \$25,000. The capital budget includes 14 plow trucks. As such, the change from 10 years to 12 years reduces the budgeted amount by \$70,000.

2. Continuing review of inventory.

This is also something that is generally done but worth noting and reenforcing as a standard for all departments.

Continuing review of vehicles and equipment will promote the sale of items not being utilized. The proceeds from those sales are then placed in the capital fund and will help offset the future cost to purchase or replace capital items.

3. Implement a formal Capital Expenditure Request and Justification process and review.

Staff intends to revise and update the existing purchasing form to a Capital Expenditure Request and Justification form. An example and working draft is attached as Exhibit B. This form will be completed by the staff person in charge of the specific capital item and includes the following that will be considered at time of potential replacement:

- Description of vehicle/equipment (e.g., age, mileage, usage, etc.)
- Recommendation from the City's mechanic
- A priority level ranking (e.g., 1, 2, or 3)
- A bid sheet or estimate for replacement cost, if available
- Department Head review and approval
- City Administrator review and sign approval

The goal of this process will be to ensure vehicles and equipment are being replaced at the most opportune time, and not because it is listed to be replaced in the budget. Actual replacement is based on an assessment at that time and annually following.

In review of best practices for Capital Improvement Plans and fleet management, there is not a simple answer to when it is best to replace a vehicle or piece of equipment. As such, this process will ensure that the supervisor, mechanic/technician, department head, and City Administrator all concur with the replacement. As the useful life listed in the budget is an approximation, staff will determine whether a capital item is truly due for replacement via a detailed assessment that will consider the general condition of the capital item, usage, mileage, previous maintenance issues, and current resale or trade-in value.



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It should be noted that this is being done currently in a more informal manner; however, this form and process will add a level of scrutiny and review by the City Administrator.

4. Account for resale value of certain vehicles and equipment in the Capital Budget.

For the 2025 budget and moving forward, a review was completed of the capital budget to ensure that the budgeted amount of future replacement costs of capital outlays accounts for and is less the amount anticipated to be received in trade or sale.

An assessment should be done annually to adjust the amounts being allocated in consideration of expected resale value. With that said, a conservative approach should still be taken, and resale values should not be inflated to avoid significant shortfalls in the future.

5. Preventative maintenance and tracking

City staff already strives to keep vehicles and equipment in excellent condition and perform preventative and routine maintenance as needed. The City has also implemented software to assist in its fleet management, including tracking and analyzing the use of vehicles and equipment as well as repairs and maintenance. This will be an essential tool in determining when to replace vehicles and equipment.

Conclusion (Future Considerations)

There will certainly be challenges to allocating sufficient funds to continue the current capital replacement program. With that said, it is recommended that the City continue this effort. Staff will also continue to evaluate and assess capital expenditures to achieve the greatest value, whether that is prolonging the life and replacement of an item or maximizing the trade-in or resale value.

There may not be many options to address future shortfalls outside of borrowing. When this becomes necessary, staff anticipates the City borrowing funds for replacement of more costly items, such as fire trucks, ambulances, or plow trucks. For example, borrowing funds for a fire truck with an anticipated replacement cost of \$1,200,000 would eliminate \$120,000 of funding annually from the capital budget.

Staff would expect that the majority of capital items may remain on a funded replacement schedule.



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Exhibit A

CAPITAL IMPROVEMENT BUDGET POLICY

General: The City of Pewaukee has a substantial investment in buildings, equipment, parks and public infrastructure, including its utilities. Prudent management of these investments is the responsibility of City government. In order to fulfill this responsibility but remain within fiscally prudent parameters, the City has enacted this policy for development of the capital improvement budget. This policy applies to all capital budgets of the City, including general City functions (tax-funded debt) and utility funds.

Procedures:

A. Budget Considerations

1. The City will enact an annual capital improvement budget based upon a ten-year capital improvement plan. Projects or future capital expenditures to be included in the capital improvement plan shall include those items resulting from changes in population, changes in real estate development, changes in economic base, or developments anticipated as part of the master and neighborhood planning process. The ten (10) year capital improvements plan will also include consideration of major equipment replacement needs. The ten-year capital improvement plan will be updated annually.
2. The City will coordinate development of the annual capital improvement budget and the vehicle/equipment replacement program with the development of the operating budget. Future operating costs associated with new capital improvements or major equipment purchases will be projected and included in the operating budget. Approval of the annual capital improvement budget shall take place at the same time as approval of the annual operating budget.
3. As part of the annual capital improvement budget process, the City Clerk/Treasurer will develop for consideration by the Common Council a target for changes in the property tax levy necessary for debt service in subsequent budget years. Such target will be used to develop guidelines for the level of borrowing to be used in supporting the annual capital improvement budget. The target will be based on a combination of factors including, but not limited to, expected growth in tax base, inflation rates, or similar factors. The borrowing target may be exceeded with the approval of a 2/3 majority of the Common Council.
4. Utility projects not funded via special assessments, grants, or similar funding sources other than utility rates will be analyzed for future rate impacts as part of the annual budget process. Utility projects will be coordinated with City projects to minimize cost and inconvenience to the residents.



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5. Development-related projects for which tax incremental financing might be considered will be considered outside of the borrowing targets noted above due to the dedicated revenue stream (tax increments or other sources) used to pay the debt.
6. Each Department Head will develop the annual capital improvement budget for his or her respective department. These initial budgets should be reviewed by the appropriate board or commission which is responsible for overseeing the operations of each department. To meet the targets established by the Common Council, projects, particularly those to be funded via borrowing, will be reviewed and prioritized by key staff stakeholders involved with capital spending, coordinated by the City Administrator. The final review of the annual capital improvement budget will then be completed and presented to the Common Council for approval.
7. Capital improvement expenditures shall include any amount expended for equipment or other assets with a useful life of five years or more and/or which involve amounts more than \$5,000. Expenditures not meeting these criteria, or which have a useful life of less than the payback period of the funds to be borrowed, shall be included in the City's annual operating budget or equipment replacement program as applicable.
8. Requests for new or replacement vehicles and similar equipment will be analyzed in conjunction with the City's equipment replacement program. Funding for the equipment replacement program will be based on a funded depreciation model using expected useful lives and estimated replacement costs.
9. Facility improvement projects are subject to the dollar and useful life thresholds indicated above. In addition, facility projects to be included in the capital improvement budget should involve major renovations that change the floor plan, wall locations, modifications to the structure, or modifications to building mechanical systems. Items that do not meet these criteria should be included in department operating budgets.
10. The City will make all capital improvements in accordance with the approved annual capital improvements and equipment replacement budgets. Any variance from the approved budget that would require a supplemental appropriation, or to add, delete or substitute projects, requires review and recommendation from the Finance Committee and approval by the Common Council.

B. Financing Considerations

1. The City will utilize the least costly financing method for all new projects.
2. Each department will identify the estimated costs and potential alternate funding sources for each capital improvement project proposal.
3. The City will utilize available grant funds and other intergovernmental assistance to finance only those capital improvements that are consistent with the capital improvement plan and the City's priorities.



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C. Other Considerations

1. The City will maintain all of its assets at a level adequate to protect the City's capital investment and to minimize future maintenance or replacement costs.
2. The City will maintain adequate equipment utilization and maintenance records to support its ten-year capital improvement plan and to assure proper maintenance of equipment.

This policy will be reviewed by the Finance Committee every three years following adoption or sooner at the discretion of the Common Council.



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Exhibit B

DRAFT

Capital Expenditure Request and Justification Form

DEPARTMENT: _____

DIVISION: _____

FISCAL YEAR: _____

PRIORITY RATING**

1. CRITICAL

2. UPGRADE

3. DESIRABLE

CAPITAL EXPENDITURE* REQUESTED:

(1) PROJECT/EQUIPMENT/ITEM/EXPENDITURE (Describe):

a. Total Estimated Cost: \$ _____

i. Design:

ii. Land Acquisition:

iii. Construction:

iv. Inspection:

v. Equipment:

b. Budgeted (yes or no)?

i. If so, budgeted amount?

c. Estimated start/purchase date: _____

d. Estimated completion/receipt date: _____

e. Was an estimate of cost submitted by vendor (yes or no)? _____

i. If yes, attach a copy of estimate to Request form.

f. Does this replace an existing piece of equipment? _____

i. If yes, what is the proposed disposition of the old existing (Trade or Surplus)?

g. Age of old machine in years: _____

(2) JUSTIFICATION FOR ABOVE REQUEST (Describe need and rationale for expenditure)

(3) QUESTIONS...

a. How will expenditure be funded (City funds, State funds, Federal funds)?



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- b. Please identify specific funds (grants, taxation, rates, etc.).
- c. Will the expenditure produce new revenue (yes or no)?
 - i. If yes, please identify how and how much revenue.
- d. What will be the additional annual operating cost?

DRAFT

(4) PLEASE PROVIDE AND ATTACH ADDITIONAL INFORMATION AS MAY BE NEEDED

Requested by: _____ (Name & Title)	Date: _____
Approved by: _____ (Mechanic)	Date: _____
Approved by: _____ (Maintenance Supervisor)	Date: _____
Approved by: _____ (Department Head)	Date: _____
Approved by: _____ (City Administrator)	Date: _____

***Capital Expenditures Defined:**

Capital improvement expenditures shall include any amount expended for equipment or other assets with a useful life of five years or more and/or which involve amounts more than \$5,000. Expenditures not meeting these criteria, or which have a useful life of less than the payback period of the funds to be borrowed, shall be included in the City's annual operating budget or equipment replacement program as applicable.

Facility improvement projects are subject to the dollar and useful life thresholds indicated above. In addition, facility projects to be included in the capital improvement budget should involve major renovations that change the floor plan, wall locations, modifications to the structure, or modifications to building mechanical systems. Items that do not meet these criteria should be included in department operating budgets.

****Priority Rankings Defined:**

1. Critical – Required to prevent a critical reduction in service, operating efficiency, economy, and/or safety; to protect valuable property; and/or comply with insurance or code requirements.
2. Upgrade – Required for significant upgrade in service, operating efficiency, economy and/or safety of current operations.
3. Desirable – Required to introduce desirable, but optional new service, program, faculty or staff, or to make small improvements in operating efficiency, economy and/or safety.

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

DATE: October 21, 2024

DEPARTMENT: Clerk/Treasurer

PROVIDED BY:

SUBJECT:

Discussion and Possible Action to Recreate an ATV Route in the City of Pewaukee [Tabbert]

BACKGROUND:

FINANCIAL IMPACT:

RECOMMENDED MOTION:

ATTACHMENTS:

Description

Map

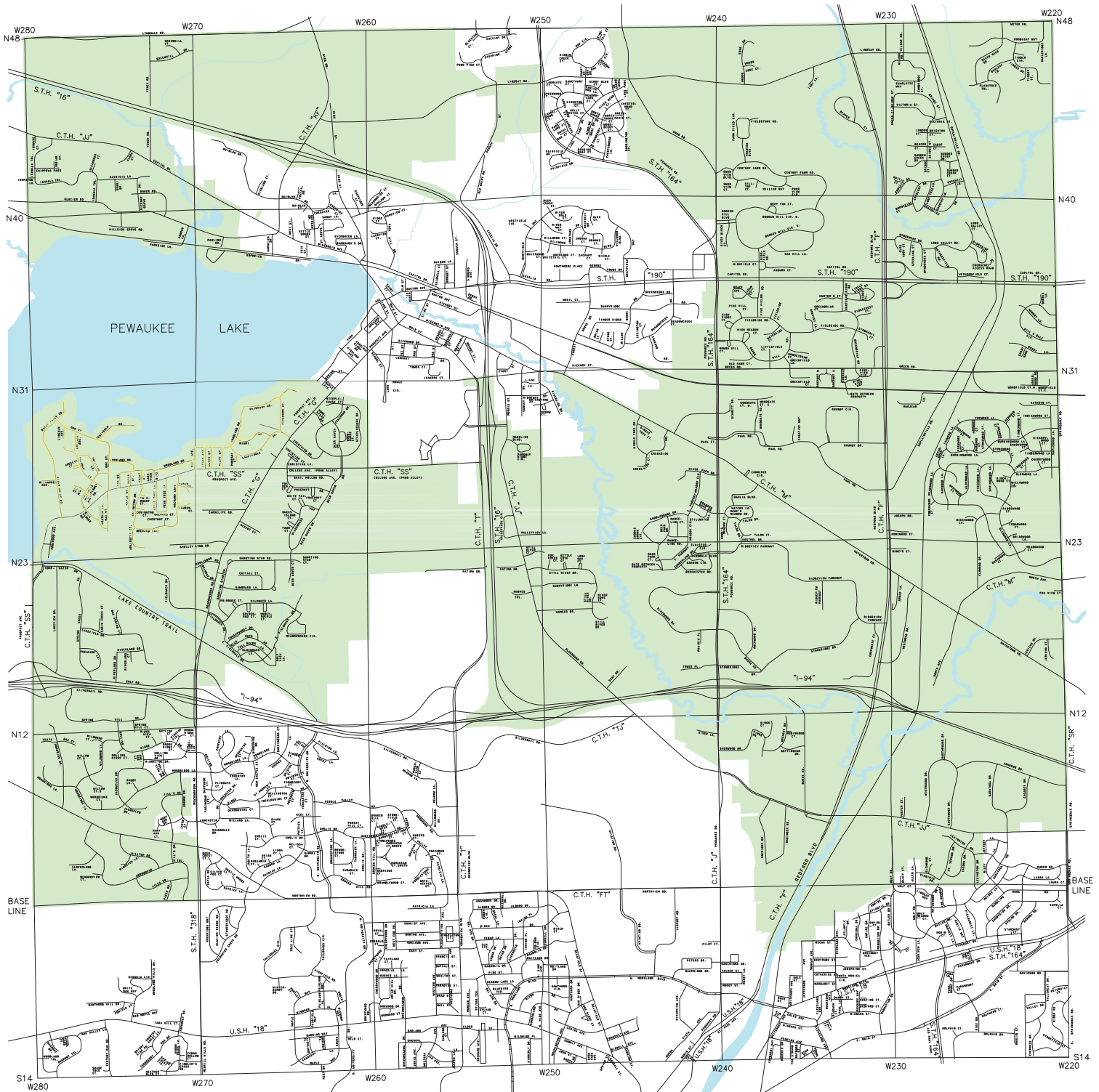
PEWAUKEE STREET MAP 2023

CITY OF PEWAUKEE

WAUKESHA COUNTY, WISCONSIN

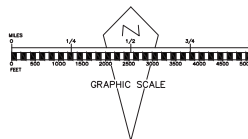
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R19E



LEGEND

- SCHOOLS
- GOVERNMENT HALLS
- ⬢ HOSPITALS
- ▲ PARKS



PREPARED BY:
WAUKESHA COUNTY PARK & PLANNING DEPARTMENT
JULY 1959
AMENDED: BY THE CITY DECEMBER, 2000.
UPDATED: FEB. 2004; JAN. 2005; JAN. 2006; NOV. 2006; JAN. 2010; JUL. 2013.

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

DATE: October 21, 2024

DEPARTMENT: Clerk/Treasurer

PROVIDED BY:

SUBJECT:

Discussion and Possible Action Regarding **Resolution 24-10-22** Appointing Additional Poll Workers for the November 5th, 2024 Election [Tarczewski]

BACKGROUND:

FINANCIAL IMPACT:

RECOMMENDED MOTION:

ATTACHMENTS:

Description

Resoluiton 24-10-22

RESOLUTION 24-10-22

A RESOLUTION TO APPOINT ADDITIONAL ELECTION OFFICIALS TO THE CITY OF PEWAUKEE

WHEREAS, Wisconsin State Statute 7.30 (4) requires the governing body to approve the appointment of election officials no later than their last regular meeting in December of each odd-numbered year;

WHEREAS, the Clerk's Office has identified the need to have additional appointments for the 2024 Presidential Election;

NOW THEREFORE, the Common Council of the City of Pewaukee does hereby resolve the appointment of the following election workers:

CHIEF INSPECTORS

<i>Becker, Mike</i>	<i>Humes, Samantha</i>	<i>Noll, Dale</i>
---------------------	------------------------	-------------------

ELECTION INSPECTORS

<i>Arnett, Diane</i>	<i>Bowen, Laura</i>	<i>Geiger, Tom</i>
<i>Fleckenstein, John</i>	<i>Kirschbaum, Nancy</i>	<i>LaCasse, Peter</i>
<i>Monreal, Donna</i>	<i>Nelson, Michael</i>	<i>Ostrowski, Shelly</i>
<i>Ritchie, Nancy</i>	<i>Solarez, Diane</i>	<i>Sover, Eric</i>
<i>Stapleton, Jean</i>	<i>Thomas, Ellen</i>	<i>Wickland, Al</i>

BOARD OF ABSENTEE BALLOT CANVASSERS

<i>Bergersen, John</i>	<i>Bergersen, Lisa</i>	<i>Clark, Bridgete</i>
<i>Clinkenbeard, Harlan</i>	<i>Ellis, Laurie</i>	<i>Ellis, Matt</i>
<i>Gabrish, Pamela (R)</i>	<i>Herr, Janet</i>	<i>Molenda, Julie Ann</i>
<i>Nelson, Kathy</i>	<i>Redford, Penny</i>	<i>Smith, Mark</i>
<i>Steppich, Brian</i>	<i>Vitale, John</i>	<i>Wagner, Kathy</i>
<i>Nelson, Ralph</i>	<i>Bannister, Ann</i>	<i>Schweiger, Dan (R)</i>

SPECIAL VOTING DEPUTIES

<i>Brownwyn Glojek</i>	<i>Hollman, Molly</i>	<i>Vescio, Marcey</i>
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SECTION 3: EFFECTIVE DATE.

This resolution shall take effect immediately as provided by law.

Dated this 21st day of October, 2024.

CITY OF PEWAUKEE

Steve Bierce, Mayor

ATTEST:

Kelly Tarczewski, Clerk/Treasurer

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

DATE: October 21, 2024

DEPARTMENT: Clerk/Treasurer

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 the 2025 Proposed Wage Increases for Non-Union Employees.

BACKGROUND:

FINANCIAL IMPACT:

RECOMMENDED MOTION: