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 4, 2021
6:30 PM

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

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1. Call to Order and Pledge of Allegiance
2. Public Comment - Please limit your comments to two (2) minutes, if further time for discussion is needed please contact your District Alderperson prior to the meeting.
3. Swear In Phil Vetterkind - Alderman District #1 [Attorney Riffle]
4. Discussion and Possible Action to Approve the Accounts Payable Listing Dated October 4th, 2021 [Tarczewski]
5. Discussion and Possible Action to Revisit the Common Council Meeting Minutes Dated December 21st, 2020 and September 20th, 2021 and Re-Approve [Clark]
6. **PUBLIC HEARING,** Discussion and Possible Action Regarding a Conditional Use Permit for Interstate Partners LLC to Construct a Multi-Family Apartment Development Located at N18 W22670 Watertown Road (PWC 0958-990-005 & PWC 0958-990-006) **PLEASE NOTE: PETITIONER WITHDREW APPLICATION** [Fuchs]
7. Discussion and Possible Action to Approve the Knutson CSM Development Agreement and Establish the Amount of the Letter of Credit [Wagner].
8. Discussion and Possible Action Regarding **Ordinance 21-10** Rezoning Vacant Land Located on Yench Road (PWC 0885-996-006) from A-2 Agricultural to Rs-2 Single-Family Residential as Requested by Mierow / Yench LLC [Fuchs]
9. Discussion and Possible Action Regarding a Certified Survey Map for Jeff Mierow / Yench LLC for Vacant Property Located on Yench Road (PWC 0885-996-006) for the Purpose of Creating Four Single-Family Lots [Fuchs]
10. Discussion and Possible Action Regarding a Certified Survey Map for the Badgerland Supply Property Located at W229 N2450 Homewood Court (PWC 0915-994-001 & PWC 0915-994-003) for the Purpose of Combining Two Existing Properties Into a Single Lot as Requested by Klumb Holdings LLC [Fuchs]
11. Discussion and Possible Action Regarding a Certified Survey Map for the Property Located at W226 N4362 Duplainville Road (PWC 0867-994-001 & PWC 0867-994-002) for the Purpose of Building a Home on Lot 2 as Requested by Christian Hansen [Fuchs]
12. Discussion and Possible Action Regarding Well No. 3 and Well No. 6 Electrical Service Upgrade and MCC Replacement [Wagner / Mueller]

12.1 Award the Contract to the Lowest Qualified Bidder of Hogan Electric, Inc. in the Amount of $$267,612.00.
12.2 Adopt Comfort **Resolution 21-10-34**

13. Discussion and possible action to adopt **Resolution 21-10-35** to extending the Refund Timeline for Hike/Bike Impact Fees. [Wagner]

14. Discussion and Possible Action Regarding Adoption of a Historic Preservation Ordinance for the City of Pewaukee [Fuchs]

15. Discussion and Possible Action Regarding an **Ordinance 21-11** to Repeal and Recreate Section 11.04 of the City's Municipal Code to Incorporate Regulations for Short Term Rentals *(First Reading)* [Fuchs].

16. Public Comment - Please limit your comments to two (2) minutes, if further time for discussion is needed please contact your district Alderperson prior to the meeting.

17. Adjournment

Kelly Tarczewski
Clerk/Treasurer

September 30, 2021

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.

DATE: October 4, 2021

DEPARTMENT: Clerk/Treasurer

PROVIDED BY:

SUBJECT:

Swear In Phil Vetterkind - Alderman District #1 [Attorney Riffle]

BACKGROUND:

FINANCIAL IMPACT:

RECOMMENDED MOTION:

CITY OF PEWAUKEE
COMMON COUNCIL AGENDA ITEM 4.

DATE: October 4, 2021

DEPARTMENT: Clerk/Treasurer

PROVIDED BY:

SUBJECT:

Discussion and Possible Action to Approve the Accounts Payable Listing Dated October 4th, 2021 [Tarczewski]

BACKGROUND:

FINANCIAL IMPACT:

RECOMMENDED MOTION:

ATTACHMENTS:

Description

A/P 10/4/2021

Check Date	Check	Vendor Name	Description	Amount
Bank 100 GENERAL FUND CHECKING				
09/24/2021	4(S)	BUMPER TO BUMPER HARTLAND	HWY ATR ASSORT	5.49
			SW CREDIT	(5.49)
				0.00
09/24/2021	490(E)	DIVERSIFIED BENEFIT SERVICES, INC.	FLEX SPEND	1,741.61
09/30/2021	491(E)	WISCONSIN RETIREMENT SYSTEM	WRS GENERAL EMPLYOYEES	34,402.72
			WRS FIRE EMPLOYEES	41,712.57
			WRS VOLUNTARY CONTRIBUTIONS	172.91
				76,288.20
09/24/2021	493(E)	ADP, LLC		2,016.50
09/25/2021	494(E)	AT&T	SCADA/TELEMETARY	117.09
			SCADA/TELEMETARY	117.09
				234.18
09/29/2021	496(E)	WE ENERGIES		100.49
				165.66
				266.15
09/30/2021	497(E)	WE ENERGIES		20,054.82
09/29/2021	501(E)	LEASING SERVICES		324.00
09/24/2021	502(E)	MUTUAL OF OMAHA	BENEFITS - LIFE INSURANCE	66.98
			BENEFITS - LIFE INSURANCE	36.06
			COURT - LIFE INSURANCE	11.52
			ADMINISTRATOR - LIFE INSURANCE	8.86
			CLERK/TREASURER - LIFE INSURANCE	64.00
			EMPLOYEE SERVICES - LIFE INSURANCE	19.04
			IT - LIFE INSURANCE	16.96
			ASSESSOR - LIFE INSURANCE	30.24
			POLICE - LIFE INSURANCE	7.68
			FIRE ADMINISTRATION - LIFE INSURANCE	49.60
			FIRE PROTECTIVE SERVICES - LIFE INSURANC	462.40
			BUILDING SERVICES - LIFE INSURANCE	44.32
			HIGHWAY - LIFE INSURANCE	131.09
			ENGINEERING - LIFE INSURANCE	86.08
			PARKS - LIFE INSURANCE	21.92
			RECREATION PROGRAM - LIFE INSURANCE	29.28
			PLANNER - LIFE INSURANCE	19.36
			BENEFITS - DISABILITY INSURANCE	101.50
			BENEFITS - DISABILITY INSURANCE	54.65
			DISABILITY INSURANCE	1,027.97
			LTD - FIRE UNION	613.39
			COURT - DISABILITY INSURANCE	16.87
			ADMINISTRATOR - DISABILITY INSURANCE	27.79
			CLERK/TREASURER - DISABILITY INSURANCE	96.58
			EMPLOYEE SERVICES - DISABILITY INSURANCE	27.79
			IT - DISABILITY INSURANCE	27.06
			ASSESSOR - DISABILITY INSURANCE	47.38
			POLICE - DISABILITY INSURANCE	9.61
			FIRE ADMINISTRATION - DISABILITY INSURAN	68.09
			FIRE PROTECTIVE SERVICES - DISABILITY IN	109.17

Check Date	Check	Vendor Name	Description	Amount
			BUILDING SERVICES - DISABILITY INSURANCE	64.76
			HIGHWAY - DISABILITY INSURANCE	203.36
			ENGINEERING - DISABILITY INSURANCE	127.15
			PARKS - DISABILITY INSURANCE	31.70
			RECREATION PROGRAM - DISABILITY INSURANC	45.60
			PLANNER - DISABILITY INSURANCE	27.79
			VOLUNTARY LIFE	111.00
				3,944.60
09/29/2021	503(E)	WE ENERGIES	SEPT 2021 GROUP BILL	12,581.06
09/29/2021	504(E)	DELTA DENTAL	DENTAL CLEARING	635.00
				380.64
				1,015.64
09/28/2021	506(E)	LEASING SERVICES		200.00
09/30/2021	516(E)	DIVERSIFIED BENEFIT SERVICES, INC.	FLEX SPEND	630.50
09/30/2021	517(E)	DELUXE BUSINESS CHECKS & SOLUTIONS	CLERK/TREASURER - OPERATING SUPPLIES	1,138.75
09/24/2021	132964	1ST AYD	FD SOLVENT, TISSUE	730.15
09/24/2021	132965	AIR ONE EQUIPMENT	FD CALIBRATION GAS CYLINDER	229.00
			FD CONNECT ADAPTER	790.00
				1,019.00
09/24/2021	132966	AIRGAS USA	FD OXYGEN	147.98
			FD OXYGEN	215.51
			FD OXYGEN	131.39
			FD OXYGEN	68.26
				563.14
09/24/2021	132967	ALL-WAYS CONTRACTORS, INC	HWY TOPSOIL	390.00
			HWY TOPSOIL	45.00
				435.00
09/24/2021	132968	AMERICAN STATE EQUIPMENT CO., INC.	HWY DITCHING BUCKET	8,184.96
			HWY TIRES	1,669.33
				9,854.29
09/24/2021	132969	ANGELA SCHNEIDER	P&R RENTAL REFUND	148.00
09/24/2021	132970	ARC DOCUMENT SOLUTIONS LLC	ENG PLOT BOND	21.00
09/24/2021	132971	AUCA CHICAGO MC LOCKBOX	HWY UNIFORMS	87.82
			HWY UNIFORMS	88.40
			HWY UNIFORMS	94.20
				270.42
09/24/2021	132972	B&B TRAILERS	SW ENCLOSED TRAILER	9,665.00
09/24/2021	132973	BAKER TILLY VIRCHOW KRAUSE LLP	FINAL BILLING FOR 12/31/20 AUDIT	6,000.00
09/24/2021	132974	BATZNER PEST CONTROL	P&R PEST CONTROL	68.00
09/24/2021	132975	CARLSON DETTMANN CONSULTING	HR COMPENSATION STUDY	3,200.00
09/24/2021	132976	CHERRIE LARSON	P&R PROGRAM REIMBURSEMENTS	13.95
09/24/2021	132977	CINTAS	P&R SAFETY RESTOCK	55.87
09/24/2021	132978	CONWAY SHIELD	FD SHIELDS	54.99
09/24/2021	132979	COREY OIL	HWY CLEAR DIESEL	820.21
09/24/2021	132980	DAN PLAUTZ CLEANING SERVICE	HR CLEANING	2,873.00

Check Date	Check	Vendor Name	Description	Amount
09/24/2021	132981	DIAMOND VOGEL	HWY GLASS BEAD	87.00
			HWY GLASS BEAD	270.60
			HWY LL5-319	29.95
			HWY FILTER, RAC 5 ONE SEAL	133.25
				520.80
09/24/2021	132982	DIGITAL OFFICE SOLUTIONS	BLD XEROX WC6605	33.91
09/24/2021	132983	DIVERSIFIED BENEFIT SERVICES, INC.	SEPTEMBER FLEX ADMIN CHARGES	193.50
09/24/2021	132984	ELEVITY	IT MONTHLY SERVICES SOFTWARE MAINTENANCE	4,494.50
09/24/2021	132985	EWALD CHEVROLET BUICK	FD STAFF CAR #3	37,954.00
			FD STAFF CAR #4	37,954.00
				75,908.00
09/24/2021	132986	FEI BEHAVIORAL HEALTH	HR EAP EMPLOYEE ASSISTANCE	637.65
09/24/2021	132987	FIRE SERVICE INC	FD PUMP TEST	260.00
			FD PUMP TEST	260.00
			FD LATCH	57.66
			FD REPAIRS	124.80
			FD PUMP TEST	260.00
			FD PUMP TEST	260.00
				1,222.46
09/24/2021	132988	FRED'S SANITARY SERVICE	P&R PUMP GREASE TRAP	195.00
09/24/2021	132989	GILES ENGINEERING ASSOCIATES, INC	ENG SETTLEMENT MONITOR WATER MAIN	500.00
09/24/2021	132990	GREGG MARTIN INSTRUMENTATION	SW CALIBRATION	1,980.00
09/24/2021	132991	HAWKINS, INC.	SW CHEMICALS	91.31
			HWY CHEMICALS	4,128.97
				4,220.28
09/24/2021	132992	HEARTLAND BUSINESS SYSTEMS	IT NETWORK MONITORING	92.00
09/24/2021	132993	HOGEN ELECTRIC	SW SERVICE CALL WELL 1	264.50
09/24/2021	132994	HUMPHREY SERVICE PARTS, INC	HWY SPIN-ON LUBE FILTER	14.04
			HWY JUMP PACK	224.10
			HWY 12G FFORX	26.46
			HWY OIL FILTER	15.66
			P&R OIL FILTER	15.68
				295.94
09/24/2021	132995	HURD, AMI	CT MILEAGE REIMBURSEMENT	23.52
09/24/2021	132996	J.F. AHERN COMPANY	IT ANNUAL SPRINKLER INSPECTION	400.00
09/24/2021	132997	JENSEN EQUIPMENT	HWY PINK WATER BASED MARKING PAINT	83.76
			FD EQUIP REPAIR	62.22
				145.98
09/24/2021	132998	JK LAWN SERVICE	SW LAWN SERVICE	240.00
			SW LAWN SERVICE	445.00
				685.00
09/24/2021	132999	KAEREK HOMES INC	BLD 200104 EROSION BOND REFUND	0.00 V
09/24/2021	133000	KAESTNER AUTO ELECTRIC CO.	P&R MAG BAR	364.00

Check Date	Check	Vendor Name	Description	Amount
			HWY EQUIP REPAIR	56.52
				420.52
09/24/2021	133001	KATHARINE MARLIN	CT ZBA TRAINING REIMBURSEMENT	20.00
09/24/2021	133002	KELLY TARCZEWSKI	CT REIMBURSEMENT FOR BUDGET MEETING	7.99
09/24/2021	133003	KMB ELECTRIC	P&R ELECTRICAL WORK	972.52
09/24/2021	133004	KORNDOERFER HOMES	BLD 200752 EROSION BOND REFUND	2,000.00
09/24/2021	133005	KWIK TRIP INC.	FD FUEL	675.22
09/24/2021	133006	LANGE ENTERPRISES, INC	HWY ROAD NAME SIGN	3,353.94
			HWY ROAD SIGNS	390.60
				3,744.54
09/24/2021	133007	LIFE-ASSIST INC	FD SAFETY RESTOCK	231.27
			FD SAFETY RESTOCK	590.04
			FD SAFETY RESTOCK	497.97
			FD GLOVES	400.00
				1,719.28
09/24/2021	133008	MATRIX TRUST COMPANY	CT LOAN REPAYMENT PD 9/24/21	50.00
09/24/2021	133009	MENARDS	FD WATER	15.36
			FD TANK EXCHANGE	53.97
			CH BUILDING REPAIRS	11.98
			P&R SUPPLIES	95.04
				176.35
09/24/2021	133010	MILLER-BRADFORD & RISBERG, INC	HWY TENSIONER	179.55
			HWY DECALS, LAMP, GRILLE	1,376.52
				1,556.07
09/24/2021	133011	MILWAUKEE SPRING & ALIGNMENT	HWY REPAIRS	683.15
09/24/2021	133012	MONROE TRUCK EQUIPMENT INC	HWY #53 SETUP	18,321.00
09/24/2021	133013	MUNICIPAL LAW & LITIGATION GROUP S.	CT LEGAL FEES	8,887.80
			CT LEGAL FEES	17,514.50
				26,402.30
09/24/2021	133014	NADINE MCMILLIAN	CT MILEAGE REIMBURSEMENT	106.40
09/24/2021	133015	NAHEY CHARITABLE FOUNDATION	PRE-CONSTRUCTION GRADING AGREEMENT	50,000.00
09/24/2021	133016	NATIONWIDE RETIREMENT SOLUTIONS	CT RETIREMENT PD 9/24/21	1,829.09
09/24/2021	133017	OFFICE COPYING EQUIPMENT, LTD	CT SHARP MX7580N CONTRACT	103.90
09/24/2021	133018	OFFICE DEPOT	BLD OFFICE SUPPLIES	33.91
			BLD OFFICE SUPPLIES	39.57
			CT ENVELOPES	113.19
			CT SUPPLIES	524.73
			CT PAPER TOWEL	127.17
			FD OFFICE SUPPLIES	38.44
			FD OFFICE SUPPLIES	22.49
				899.50
09/24/2021	133019	PARKING LOT MAINTENANCE	HWY PATCHING PER CONTRACT	2,900.00
			HWY PATCHING PER CONTRACT	4,100.00
				7,000.00

Check Date	Check	Vendor Name	Description	Amount
09/24/2021	133020	PITNEY BOWES GLOBAL	CT RENTAL	180.00
09/24/2021	133021	PREMIUM WATERS, INC	HWY WATER	45.00
			HWY WATER	20.25
				65.25
09/24/2021	133022	PUBLIC SERVICE COMMISSION OF WI	SW PSC DIRECT ASSESSMENT	116.20
09/24/2021	133023	REINDERS, INC.	P&R FILTERS	244.15
			P&R INNER TUBE W/ VALVE	18.74
				262.89
09/24/2021	133024	RELIANT FIRE APPARATUS	FD HEAVY DUTY PUMPER	3,055.94
09/24/2021	133025	REVANTH PULUMATI	BLD 200752 EROSION BOND REFUND	2,000.00
09/24/2021	133026	RUEKERT & MIELKE, INC.	ENG PAUL ROAD WATER MAIN RELAY	6,916.41
			ENG WOODLEAF RESERVE PH 4 CONSTRUCTION	1,296.00
			ENG OAK & PENINSULA CONSTRUCTION ADMIN	11,750.55
			ENG CHRIST EVAN CHURCH EROSION CONTROL I	108.00
			ENG PAUL ROAD WATER CONSTRUCTION ADMIN	27,611.77
			ENG PAUL ROAD WATER ROUND DRIVE INTERSEC	1,843.25
			ENG PAUL ROAD WATER MAIN RELAY	6,389.11
			ENG KLEIN DICKERT EROSION CONTROL	81.00
			ENG NORTHVIEW DESIGN	8,494.60
			ENG KINDERCARE EROSION CONTROL	81.00
			ENG INLET REPAIR	1,351.25
			ENG SWAN VIEW FARMS DEVELOPMENT CONSTRUC	1,426.20
			ENG GLEN AT PARKWAY CONSTRUCTION ADMIN	746.40
			ENG JOSEPH ROAD CONSTRUCTION ADMIN	1,175.15
			ENG ZIGNEGO CONSTRUCTION OBSERVATION	714.00
			ENG MEADOWBROOK FARMS PH 1 CONSTRUCTION	14,323.83
			ENG PEWAUKEE SOUTH CONSTRUCTION REVIEW	800.40
			ENG WATERS CONSTRUCTION REVIEW	902.40
			ENG GREENLAND CONSTRUCTION OBSERVATION	665.40
			SW WISPARK RESERVOIR REPAIR	253.00
			SW NORTH AVE PUMP STATION PRE-DESIGN	13,024.00
			SW DEER HAVEN WELL CONSTRUCTION	377.25
			SW WELL STATION 5 ROOF REPAIR AND PUMP R	3,464.20
			SW SCADA	945.98
				104,741.15
09/24/2021	133027	RUNDLE-SPENCE	CH BUILDING REPAIRS	512.36
09/24/2021	133028	SAFETY-KLEEN CORP	HWY OIL SERVICE	217.00
09/24/2021	133029	SCHWAAB, INC	CT DATER PADS	48.24
09/24/2021	133030	STAFFORD ROSENBAUM ATTORNEYS LLP	CT AUDIT RESPONSE	23.00
09/24/2021	133031	STARK PAVEMENT CORP SUSSEX	HWY ASPHALT	57.32
09/24/2021	133032	STICKYBOYZ	HWY DECALS	365.00
09/24/2021	133033	Strand Associates, Inc	ENG DUPLAINVILLE RD RECONSTRUCTION DESIG	11,928.04
			ENG LINDSAY RD TRAIL DESIGN	3,403.56
				15,331.60
09/24/2021	133034	STRYKER SALES CORPORATION	FD BLADES	279.79
09/24/2021	133035	SUPPLYZONE	HWY HAND SOAP	99.99
09/24/2021	133036	THE REACT CENTER	FD TRAINING	1,000.00
09/24/2021	133037	TIA GRANDINETTI	CT HEALTH CART REIMBURSEMENT	5.34
09/24/2021	133038	UNIFIRST CORP	FD MATS	80.50
09/24/2021	133039	USA BLUEBOOK	SW GASKETS	36.03
09/24/2021	133040	VERIZON	FD TELEPHONE	59.50

Check Date	Check	Vendor Name	Description	Amount
09/24/2021	133041	VISU-SEWER	SW PAYMENT 2 FOR 2020 SEWER CLEANING	3,202.11
09/24/2021	133042	WASTE MANAGEMENT	HWY HAULING RECYCLABLES	3,560.00
09/24/2021	133043	WAUKESHA CO TREASURER	FD WAUKESHA COUNTY RADIO	65.24
09/24/2021	133044	WAUKESHA LIME & STONE CO.	HWY STONE	369.08
09/24/2021	133045	WELLSPRING CONSTRUCTION GROUP	CONSTRUCTION MANAGMENT SERVICES	19,511.00
09/24/2021	133046	WESTERN CULVERT & SUPPLY	HWY CMP2 PIECES	1,170.00
09/24/2021	133047	WILL ENTERPRISES	P&R FLAG FOOTBALL JERSEYS	803.65
09/24/2021	133048	WISCOMM LLC	FD EQUIP REPAIR	101.25
09/24/2021	133049	WISCONSIN LEGAL BLANK	BLD ENVELOPES AND STICKERS	820.00
09/24/2021	133050	WORKFORCE HEALTH	HR HEALTH COACHING	377.00
09/24/2021	133051	ANDREA GROMOSKE	BLD 200104 EROSION BOND REFUND	2,000.00
09/27/2021	133052	REGISTRATION FEE TRUST	1GNSKLED2MR465730	169.50
09/27/2021	133053	REGISTRATION FEE TRUST	4EN6AAA87M1003723	169.50
09/27/2021	133054	REGISTRATION FEE TRUST	1GNSKLED1MR459451	169.50
09/30/2021	133055	BANYON DATA SYSTEMS	IT POS TAX RENEWAL	440.00
09/30/2021	133056	CONWAY SHIELD	FD HELMET	377.12
09/30/2021	133057	DKM SERVICES	BLD 200416 EROSION BOND REFUND	2,000.00
09/30/2021	133058	ELEVITY	IT SQL SERVERS UPGRADE	14,392.45
09/30/2021	133059	GRENZ SERVICE CO. LLC	FD REPAIR WATER LEAK ON BOILER	771.75
09/30/2021	133060	IMEG CORP	ENG BUSSE RD BRIDGE REPLACEMENT SERVICES	4,505.00
09/30/2021	133061	KNIGHT BARRY	CT REFUND OVERPMT ON 0929068 ROAD ASSESS	60.00
09/30/2021	133062	LEE AND MARY JAEGER	SW 14924 REFUND	209.07
09/30/2021	133063	LIFE-ASSIST INC	FD SAFETY RESTOCK	325.74
09/30/2021	133064	NATIONAL FIRE PROTECTION ASSOC	FD MEMBERSHIP DUES	175.00
09/30/2021	133065	NOAH DOUGLAS	PAYDATE 9/24/21 RETURNED DEPOSIT	83.11
09/30/2021	133066	RUEKERT & MIELKE, INC.	SW NORTHMOUND DR WATER MAIN STUDY REPORT	7,094.10
09/30/2021	133067	VICTORY COMPANIES	UTILITY REFUND ACCT 18253	2,642.60
09/30/2021	133068	VILLAGE OF PEWAUKEE	LIBRARY OCT 2021	69,572.91
09/30/2021	133069	WI SUPREME COURT	CRT COURT CLERK SEMINAR	80.00

100 TOTALS:

(1 Check Voided)
Total of 119 Disbursements: 628,482.68

CITY OF PEWAUKEE
COMMON COUNCIL AGENDA ITEM 5.

DATE: October 4, 2021

DEPARTMENT: Clerk/Treasurer

PROVIDED BY:

SUBJECT:

Discussion and Possible Action to Revisit the Common Council Meeting Minutes Dated December 21st, 2020 and September 20th, 2021 and Re-Approve [Clark]

BACKGROUND:

FINANCIAL IMPACT:

RECOMMENDED MOTION:

ATTACHMENTS:

Description

CC Minutes 12-21-2020

CC Minutes 9-20-2021

In Attendance:
Aldermen B. Bergman, C. Brown, B. Dziwulski, R. Grosch, J. Kara, and J. Wamser. Mayor S. Bierce was absent and excused.

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

1. Call to Order and Pledge of Allegiance

   In the absence of Mayor Bierce, Council President C. Brown called the meeting to order at 7:00 p.m. and requested everyone stand for the Pledge of Allegiance.

2. Public Comment - None.

3. Consent Agenda
   3.1. Approve Accounts Payable Listing Dated December 21st, 2020

   A motion was made and seconded (B. Dziwulski, J. Wamser) to approve the consent agenda. Motion Passed: 5-For, 0-Against.

4. Discussion and Possible Action Regarding **Ordinance 20-12** Amending Section 17.0900f to Include Multi-Family Residential Buildings and Creating Section 17.0900g Related to Increasing the Height of Single-Family and Two-Family Residential Buildings to 3-Stories or 45-Feet if the Structure is Located No Closer than 40-Feet to Another Structure

   Mr. Fuchs stated the City was approached by several residential builders who had concerns with the City's building height standard and the way the City measures it. They felt some homes being built in Swan View Farms subdivision will exceed the City's standards and stated homes in Broken Hill subdivision were permitted to be built and they exceed the standards. Mr. Fuchs said staff did some comparisons with other communities and everyone measures a bit differently. He noted staff thought it would be best to keep the City's building height definition as is but add in a provision that would allow Plan Commission to increase the building height if they felt it was appropriate. Mr. Fuchs stated the current ordinance reads three stories or 45 feet and would like to add "and have to have a 40-foot building separation". Mr. Fuchs noted it would be a good time to add multi-family in subsection F, which would give Plan Commission the ability to increase the height to six stories with the approval of the Fire Chief. He stated the Plan Commission did recommend approval of both of these changes.

   Ms. Brown voiced her concerns. She did not find it necessary and stated the City is 90 percent built out. Other neighborhoods have built beautiful, strong, functional homes and stay within building codes. She suggested getting a variance if someone would like a bigger home. She noted there is talk about revamping near the lake and feels the last thing the City of Pewaukee wants to see is a 6-story building on Pewaukee Lake and would not be in favor of this change.

   Attorney Riffle recommended not considering the possibility of a variance for a change in height of structures contrary to the City's ordinances. He said he can't think of any justification making height a hardship.

Mr. Bergman stated these are authorizations that are allowed by the Plan Commission. If someone is requesting a difference in height, they would have to come to the Plan Commission for approval. Mr. Fuchs concurred additional height requests would need Plan Commission approval. Mr. Bergman explained home heights are determined by looking at the midpoint of the side elevation.

Attorney Riffle stated the revised language written on the current ordinance is not sufficient and the Council should only act upon an actual ordinance spelling out the changes. He also voiced his concern related to the provisions of "F" regarding delegating the decisions of variances related to height to the Plan Commission. He said due to Act 67 it would be hard to say no. Attorney Riffle requested the opportunity to discuss this matter with the City Planner prior to the Council acting on this item.

Attorney Riffle stated he understands the provision of "G" related to the grade differential. He said he could prepare the ordinance and Council could direct the Mayor to sign it. Mr. Kara was agreeable to this suggestion.

A motion was made and seconded (B. Bergman, B. Dziwulski) to direct the City Attorney to draft an ordinance that includes language in "G" and omit language in "F" related to multi-family residential and allow mayor to execute the document.

There was additional discussion whether or not to bring this item back before Council or authorize the Mayor to execute the document right away. Mr. Fuchs stated there is time to bring it back as, the builder wants to pull their permits in February.

Attorney Riffle stated the ordinance will put together exactly how the changes have been presented. The Council members stated as long as it was just "G" they were okay with authorizing the Mayor to sign the document and it didn't need to be brought back.

Motion Passed: 5-For, 0-Against.

5. Discussion and Possible Action Regarding a Certified Survey Map for the Century Fence Company Located at Approximately 1300 Hickory Street in Order to Combine 2.07 Acres of City of Pewaukee Vacant Land With an 11.43 Acre Parcel in the Village of Pewaukee (PWC 0921-997-003 & PWV 0921-995)

Mr. Fuchs stated Century Fence is looking to combine two properties; one which is in the Village, and one that is in the City. He noted the Certified Survey Map will need to be approved by both communities. The plan is to utilize the City portion as outdoor storage. Mr. Fuchs stated this is for land combination only and they will need to come back with detailed plans requesting approval for the use and improvements. He noted the Certified Survey Map does need some technical corrections. The existing lot line needs to be marked as the lot line to be removed, the wetland setback needs to be accurately noted, the Plan Commission Secretary needs to be revised and the legal description needs to be revised.

Attorney Riffle stated he has no concerns about combining the Village and City properties into one, but stated he does not want the property owner to think they have a zoning right to do whatever they want. Mr. Bergman stated the applicant was aware of that. Attorney Riffle noted the issue would be if they have a principal structure on the lot and whether or not it crosses municipal lines.

A motion was made and seconded (J. Kara, R. Grosch) to recommend approval of the certified survey map combining the two properties contingent upon the approval of the Village of Pewaukee and subject to the corrections previously noted by the City Planner being made prior to being recorded at the Waukesha County Register of Deeds. Motion Passed: 5-For, 0-Against

6. Discussion and Possible Action Regarding a Recommendation to the Wisconsin Geographic Names Council Related to a Proposed Name Change to Rename "Wilson's Island" to "Green Dragonfly Island" as Proposed by Property Owner Stephen Green

   Stephen Green was present for this item.

   Mr. Fuchs stated the City received the application from the DNR. They asked if we had any recommendations related to the application. Mr. Fuchs stated our response could be to approve, to reject or no recommendations. He noted the deadline to respond is February 3rd.

   Mr. Wamser stated this is bypassing the island's historical significance. He said the name has been Wilsons Island before he was born.

   Mr. Dziwulski stated he does not have a problem with the name change and people will call it what they want to call it. The City should not stand in his way.

   Mr. Green stated Wilsons Island is not the actual name for the island and anyone who has ever owned it has named it something differently. He said it was noted as "The Big Island" or "Rains Island"' based on Miller Filmore's legal description in his 1847 land grant. He felt Green Dragonfly Island makes sense because the island is the habitat for the green dragonflies in all stages of development.

   Mr. Bergman stated the County's website shows it listed as Wilson's Island and asked if they were getting that from the Wisconsin Geographic Name Council. Mr. Fuchs stated there is a plat map for the island consisting of 16 lots and the subdivision plat is called Wilsons Island.

   Mr. Grosch noted he does not have an objection to the name change and felt it should be up to the owner to call the island what he wants.

   Mr. Fuchs noted if Common Council chooses not to act, the DNR would move forward to render their own determination without the City's input.

   A motion was made and seconded (B. Dziwulski, R. Grosch) to recommend to the Wisconsin Geographic Name Council changing the name of the island to Green Dragonfly Island. Motion Passed: 3-For, 2-Against (J. Wamser, B. Bergman).

7. Discussion and Possible Action to Approve the First Reduction of the Glen at Parkway Ridge Letter of Credit from $1,437,453.34 to $380,504.85 (a reduction of $1,056,948.49)

   Ms. Wagner stated the developer finished construction of all items except for the final lift of asphalt and minor restoration. She recommended the reduction of the letter of credit which would be sufficient to complete the rest of the project.

   A motion was made and seconded (B. Dziwulski, R. Grosch) to reduce the Glen at Parkway Ridge letter of credit down to $380,504.85. Motion Passed: 5-For, 0-Against.

8. Discussion and Possible Action Regarding a Public Works Mutual Aid Agreement During the COVID 19 Pandemic

Ms. Wagner stated the Village President approached the City regarding snow plowing operations specifically if there was a staffing shortage due to the pandemic. She said Stan drafted an agreement that would last the length of the pandemic and afterwards would be null and void. Ms. Wagner stated the Village has not had the opportunity to review the document yet.

There were several questions raised about the agreement. Mr. Bergman asked if we looked into hiring part-time staff. Mr. Dziwulski asked why any damage caused would be the responsibility of the municipality it took place in. Ms. Brown asked how the end of a pandemic would be determined. Attorney Riffle stated he was unsure and that is why the agreement can be terminated at any time, by either side.

Mr. Klein stated the Village Public Works Director isn't in favor of the agreement and from the sound of it, either are most of the Village Board members. It was thought that there already was an agreement of some sort, but it was determined that was solely for natural disasters, not illness. Ms. Wagner stated there will be various challenges.

Mr. Kara asked what the staffing size of each community was. Ms. Wagner stated the City has ten normal plow routes with ten drivers but we can manage with about seven people if needed. She said the Village has five guys with one or two back up drivers in smaller trucks.

Mr. Klein suggested that we wait for the Village to approve the agreement first before we make that decision.

No action was taken on this item.

8. Public Comment - None.

9. Closed Session – You are hereby notified that the Common Council and staff of the City of Pewaukee will convene into closed session after all regular scheduled business has been concluded and upon motion duly made and seconded and acted upon by roll-call vote as required under §19.85(1)(a), Stats. The purpose of the closed session is for the following:

    - §19.85(1)(e): Deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session, specifically with regard to division of costs associated with the potential acquisition of land and/or easements for utility purposes from property located at W223 N3251 Shady Lane.

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

    A motion was made and seconded (B. Dziwulski, J. Kara) to go into closed session at 8:09 p.m.
    Motion Passed: 5-For, 0-Against by roll call vote.

11. Adjournment

    A motion was made and seconded at 8:33 p.m. to adjourn the meeting while still in closed session.
    Motion Passed: 5-For, 0-Against.

Respectfully Submitted,

Kelly Tarczewski
Clerk/Treasurer

In Attendance:
Mayor Steve Bierce, Aldermen B. Dziwulski, R. Grosch, and J. Wamser. Alderman C. Brown was absent and excused and I. Clark was absent.

Also in Attendance:
Attorney S. Riffle, Administrator S. Klein, DPW Director M. Wagner, Fire Chief K. Bierce, Assistant Chief – Accreditation Manager M. Hoppe, Division Chief C. Cook, Battalion Chief T. Misiak, Park & Recreation Director N. Phalin, Director of People and Culture K. Woldanski, City Planner & Community Development Director N. Fuchs, Lieutenant A. Sheckles and Clerk/Treasurer K. Tarczewski.

While waiting for Alderman Clark to arrive and before the meeting was called to order Chief Bierce and Assistant Chief Hoppe spoke about the Fire Department's accreditation renewal process.

Chief Hoppe reviewed the 159-page, second "Standards of Cover 2020" report that was written. He called attention to very specific pages: Page 4 - the Table of Contents highlighting five areas covered in the report. Page 58 - is the Fire Incident Marker Map indicating the fire activity. Page 60 – is the EMS Incident Heat Map indicating the EMS calls. Page 104 – summarized the performance goals and objectives. Page 105 – summarized the performance response times for fire calls. Page 132 – the last five years of EMS response times. He noted that the Department has been able to improve their response time and has cut a minute off their response time.

Chief Bierce highlighted the successes of the Department. He stated the Pewaukee Fire Department is one of 288 departments in the world that are fully accredited. He said the Department maintains an ISO rating of 2. He also mentioned that the Department has acquired numerous grants to keep operational costs down.

Chief Bierce stated the Department's strengths include maintaining an operational readiness model by proactively looking to enhance their protocols. He said his staff is required to either teach or obtain training annually. Chief Bierce felt the support the Department has gotten from City staff and the Council members also makes them strong.

With strengths there are also weaknesses. He said the past year or so, staff has not had the opportunity to be out in public. He said they also have an issue with decreased staffing and an increase in their call volume. He said this also stresses equipment out.

Chief Bierce discussed the opportunities of the Department. He said a strong relationship has been formed with the school district and they have trained with the teachers, specifically with the "Stop the Bleed" program. He said due to the national fires service labor shortages they are looking at innovated staffing models, which include consolidation and shared services.

Lastly, Chief Bierce talked about the threats the Department is facing. He said the growth of the community and the call volume continues to increase. He stated there is ongoing decline in part-time staffing. Chief Bierce mentioned that the consolidation of departments threatens mutual aid response planning. He said in the past there were 28 neighboring departments and now it is down to 18. These departments are now becoming more selective in how they use their resources and may not make themselves available in times of need.

At approximately 5:50 p.m. Mayor Bierce recognized that there was still not a quorum of the Common Council and apologized to those who were in attendance for the inconvenience. At this time everyone left.

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1. Call to Order and Pledge of Allegiance
2. Public Comment - Please limit your comments to two (2) minutes, if further time for discussion is needed please contact your District Alderperson prior to the meeting.
3. Discussion and Possible Action to Reduce the Special Event Fees for the Christmas Fantasy House to Benefit the Ronald McDonald House [Tarczewski]
4. Presentation of the Pewaukee Fire Department 2020 Community Risk Assessment and Standards of Cover Analysis [Chief Bierce / Assistant Chief Hoppe]
5. Discussion and Possible Action Regarding Naming Rights and Values of Amenities at the Pewaukee Sports Complex Related to the Proposed All-Inclusive Playground and Splash Pad [Fuchs / Phalin]
6. Discussion and Action Regarding the Adoption of the 2021 Compensation Plan Created by Carlson Dettmann Consulting [Woldanski]
7. Discussion and Possible Action to Establish the 2022 Garbage and Recycling Fee Rate and Amendment of Yard Waste Pick Up Procedures [Wagner]
8. Discussion and Possible Action to Make Appoints to Various Boards, Commissions and Committees [Mayor Bierce]
9. 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.
10. 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)(g): Conferring with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved, specifically related to Spring Creek Church

    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.

11. Adjournment

Respectfully Submitted,

Kelly Tarczewski
Clerk/Treasurer

CITY OF PEWAUKEE
COMMON COUNCIL AGENDA ITEM 6.

DATE: October 4, 2021

DEPARTMENT: Planning

PROVIDED BY:

SUBJECT:

PUBLIC HEARING, Discussion and Possible Action Regarding a Conditional Use Permit for Interstate Partners LLC to Construct a Multi-Family Apartment Development Located at N18 W22670 Watertown Road (PWC 0958-990-005 & PWC 0958-990-006) **PLEASE NOTE: PETITIONER WITHDREW APPLICATION** [Fuchs]

BACKGROUND:

FINANCIAL IMPACT:

RECOMMENDED MOTION:

ATTACHMENTS:

Description

Interstate Partners Conditional Use Permit

Interstate Partners Site Plan

Interstate Partners Drawings

Interstate Partners Draft TIA

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-21-9-1

PWC 0958990005, 0958990006

Recording area

Name & Return Address

City of Pewaukee
W240N3065 Pewaukee Rd
Pewaukee, WI 53072

LEGAL DESCRIPTION:

PWC 0958990005
PT E1/2 NW1/4 SEC 24 T7N R19E; COM NE COR NW1/4; N87°52'04"W 210.42 FT THE BGN; N87°52'04"W 421.40 FT TO THE E LI LANDS IN VOL 1011/100; S00°33'28"E 2148.31 FT TO CTRLI HWY SS; S58°15'59"E 115.68 FT TO CTRLI HWY M; N16°51'39"E 229.79 FT TO POINT OF CURVE; NELY ALG ARC OF CURVE 251.57 FT CTR LIES TO SE RADIUS IS 404.599 FT & CHORD BEARS N34°40'24"E 247.54 FT; N52°29'09"E 144.13 FT; N00°40'51"W 1682.24 FT TO BGN :: EX S 33 FT FOR ROAD :: DOC #4339111

PWC 0958990006
PT W1/2 SEC 24 & SW1/4 SEC 13 T7N R19E COM NW COR NE1/4 SW1/4 SEC 24 S00 15'40.56 FT S87 50'E 622.07 FT N13 24'E 46.00 FT N17 59'E 431.58 FT N57 47'W 114.04 FT N00 14'W 2158.28 FT N87 34'W 328.08 FT S00 00' 2635.29 FT N88 05'W 338.13 FT TO BGN 20.899 AC EX CSM 2012 DOC# 3112059

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

Interstate Partners, LLC

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 September 16, 2021; 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 4, 2021.

NOW, THEREFORE, let it be known that the City Common Council, by its action on October 4, 2021 has, hereby, granted a Conditional Use Permit for the following use(s):

Building a 174-unit multi-family apartment development.

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

1. The emergency access only drive to Elmwood Drive shall be revised to a full access drive.
2. The applicant shall receive Wisconsin Department of Natural Resources approval for impacts to wetlands, prior to any land disturbance activities.
3. Peak light pole and fixture heights shall not exceed a maximum of 20-feet.
4. A final detailed Landscape Plan shall be reviewed and approved by staff, prior to the issuance of a Building Permit.
5. All mechanical equipment shall be screened from public view as approved by the City Planner.
6. A Sign Permit shall be submitted and approved by staff that is in substantial conformance with the sign shown on Sheet A403 and the site plan, prior to installation.
7. The development plans shall be revised to comply with all recommendations within the Traffic Impact Analysis memorandum related to the "Development", unless otherwise directed by the Plan Commission.
8. Final grading, erosion control and storm water management plans shall be reviewed and approved by the Engineering Department, prior to any land disturbance activities.
9. Approval of a Developer's Agreement and Letter of Credit for sewer extension to serve this development is required prior to issuance of a Building Permit.
10. Waukesha County approval of the access locations at North Avenue and Watertown Road shall be obtained prior to issuance of a Building Permit.
11. Waukesha County approval of the utility work within Watertown Road shall be obtained prior to issuance of a Building Permit.
12. Engineering Department approval of detailed utility plans shall be obtained prior to issuance of a Building Permit.
13. Storm water ponds shall meet setback requirements from any adjacent wells.
14. Check valves shall be provided at the water main connections for the private water main.
15. A sampling manhole shall be required on the sanitary sewer.
16. The sewer extension shall extend to the property limits.
17. A detour plan shall be provided, for Engineering Department approval, for the sewer installation along Watertown Road.
18. Conditional Use approval shall be contingent upon approval of a Certified Survey Map to combine the two existing properties located at the northwest corner of North Avenue and Watertown Road.

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 _____, 2021 by Steve Bierce, Mayor and Kelly Tarczewski, Clerk.

(Seal)

Ami Hurd
My Commission expires _____

This instrument was drafted by Ami Hurd, Deputy Clerk

SITE AREA: - APPROX. 33.8 ACRES (+/-)	
NORTHERN, BUILDINGS/UNITS: - BUILDING A1: (11) 1-BR, (7) 2-BR, 18 TOTAL - BUILDING A2: (11) 1-BR, (7) 2-BR, 18 TOTAL - BUILDING A3: (11) 1-BR, (7) 2-BR, 18 TOTAL - BUILDING A4: (10) 1-BR, (5) 2-BR, 15 TOTAL - BUILDING A5: (11) 1-BR, (7) 2-BR, 18 TOTAL NORTHERN TOTAL: - (54) 1BR (62%) - (33) 2BR (38%) - 87 TOTAL UNITS	SOUTHERN, BUILDINGS/UNITS: - BUILDING B1: (14) 1-BR, (7) 2-BR, 21 TOTAL - BUILDING B2: (11) 1-BR, (7) 2-BR, 18 TOTAL - BUILDING B3: (10) 1-BR, (5) 2-BR, 15 TOTAL - BUILDING B4: (10) 1-BR, (5) 2-BR, 15 TOTAL - BUILDING B5: (11) 1-BR, (7) 2-BR, 18 TOTAL SOUTHERN TOTAL: - (56) 1BR (64%) - (31) 2BR (36%) - 87 TOTAL UNITS
NORTHERN PARKING: 139 SURFACE SPACES 87 GARAGE SPACES (1 PER UNIT) 226 TOTAL SPACES (2.60 PER UNIT)	SOUTHERN PARKING: 139 SURFACE SPACES 87 GARAGE SPACES (1 PER UNIT) 226 TOTAL SPACES (2.60 PER UNIT)



1 SITE PLAN

SCALE: 1" = 80'-0"

0 50 100 150 200

PURE architecture studio, llc
735 N Water Street, Suite 1228
Milwaukee, WI 53202
www.pure-arch.com

PROJECT

Pewaukee
Multifamily

OWNER

Interstate Partners /
Red Sky Partners

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REVISIONS

NO.	DESCRIPTION	DATE

INFORMATION

PROJECT ARCHITECT	PA
PROJECT MANAGER	
PROJECT NUMBER	21104
ISSUED FOR	MUNICIPAL SUBMITTAL
DATE	07.13.2021

SHEET

SITE PLAN CONCEPT

SP1.1

PROJECT:

Pewaukee Multifamily

Pewaukee, WI



ISSUED FOR: **MUNICIPAL SUBMITTAL**

ARCHITECT:

PURE architecture studio, llc

Milwaukee, WI

DRAWING INDEX

G000	TITLE PAGE
A101	15-UNIT FLOOR PLANS
A102	18-UNIT FLOOR PLANS
A103	CLUBHOUSE FLOOR PLAN
A401	15-UNIT BUILDING ELEVATIONS
A402	18-UNIT BUILDING ELEVATIONS
A403	CLUBHOUSE ELEVATIONS & SCHEMATIC RENDERINGS
A404	SCHEMATIC RENDERINGS
EX1.0	CONCEPTUAL CIVIL PLAN
SP1.1	ARCHITECTURAL SITE PLAN
L100	PRELIMINARY LANDSCAPE PLAN
L200	PRELIMINARY LANDSCAPE PLAN
SL01	SITE LIGHTING PLAN

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PROJECT NUMBER	21104
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DATE	09.01.2021

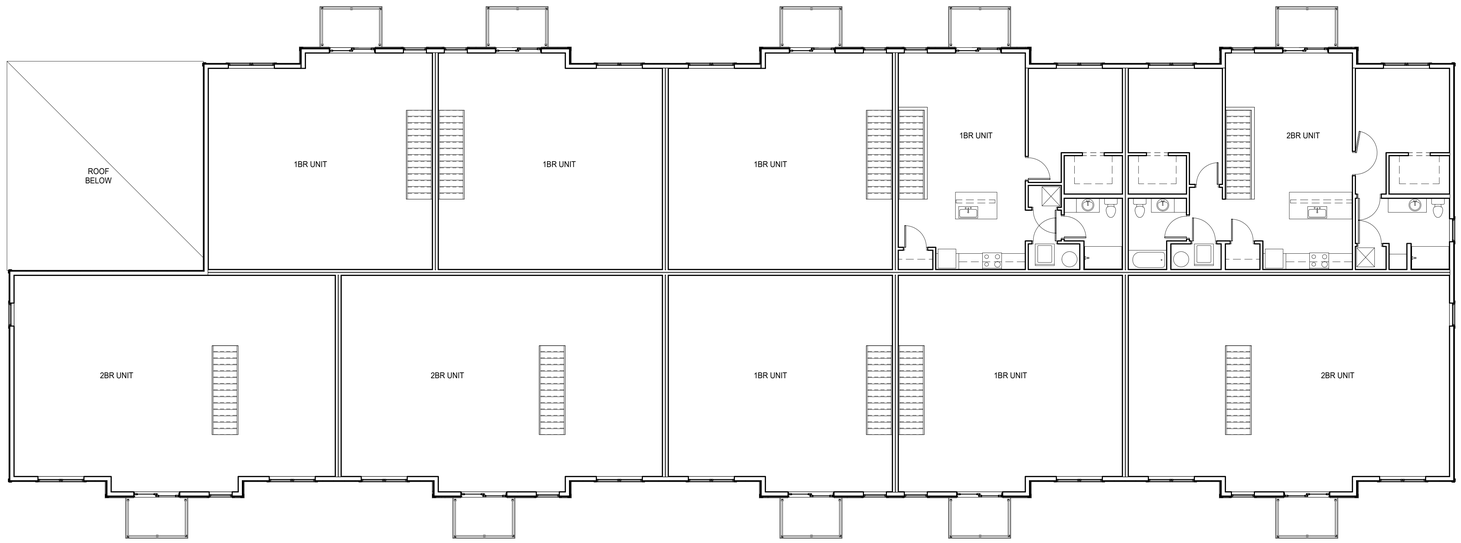
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TITLE PAGE

G000

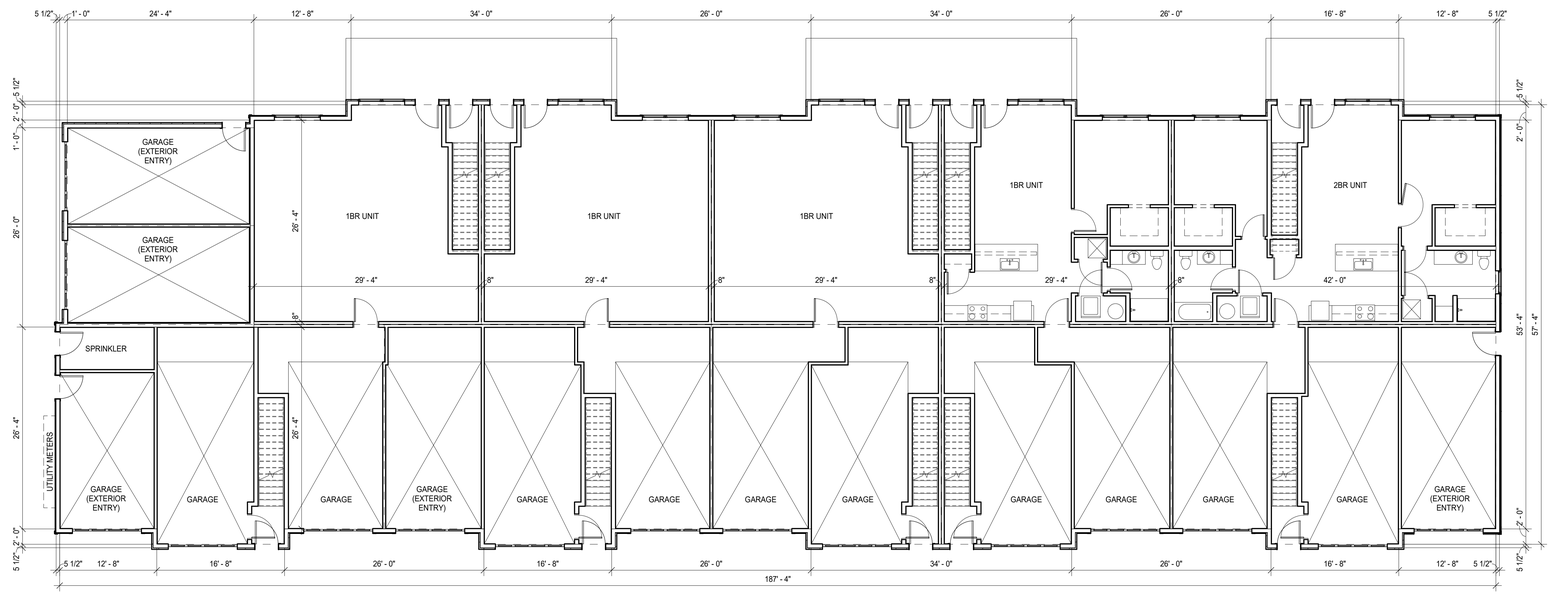
FLOOR PLAN NOTES

1. ALL ONE BEDROOM UNITS TO BE OVER 750sf
2. ALL TWO BEDROOM UNITS TO BE OVER 1,050sf
3. ALL BEDROOMS ARE OVER 100sf (EXCLUSIVE OF CLOSETS)



2 15-UNIT 2ND FLOOR PLAN

SCALE: 1/8" = 1'-0"



1 15-UNIT 1ST FLOOR PLAN

SCALE: 1/8" = 1'-0"

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Watertown Road, Pewaukee WI

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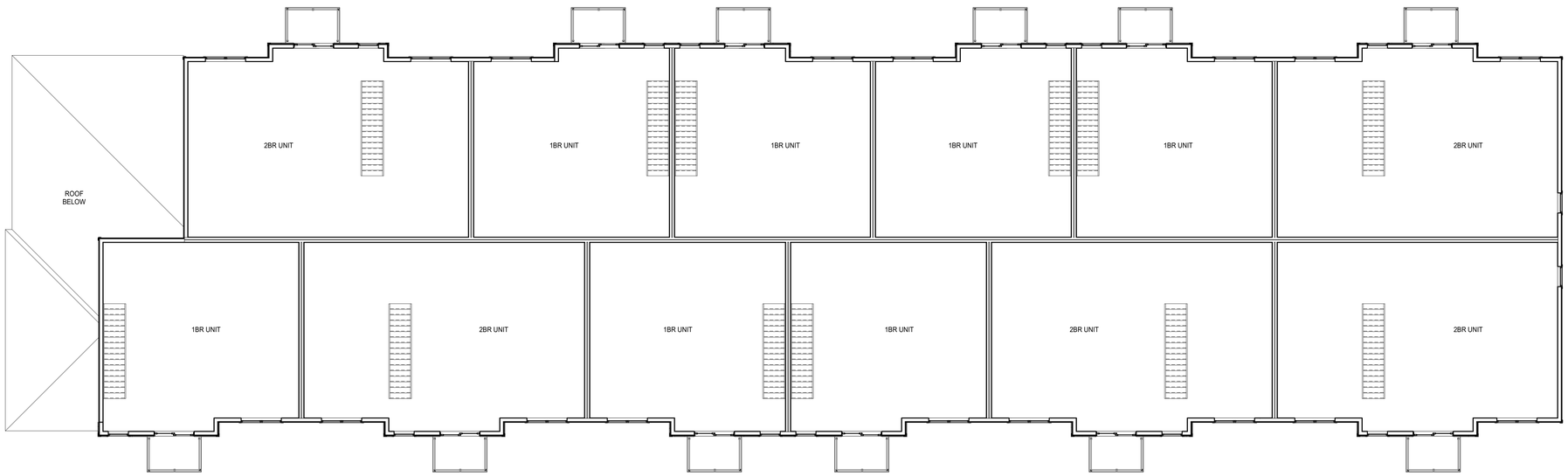
SHEET

15-UNIT FLOOR PLANS

A101

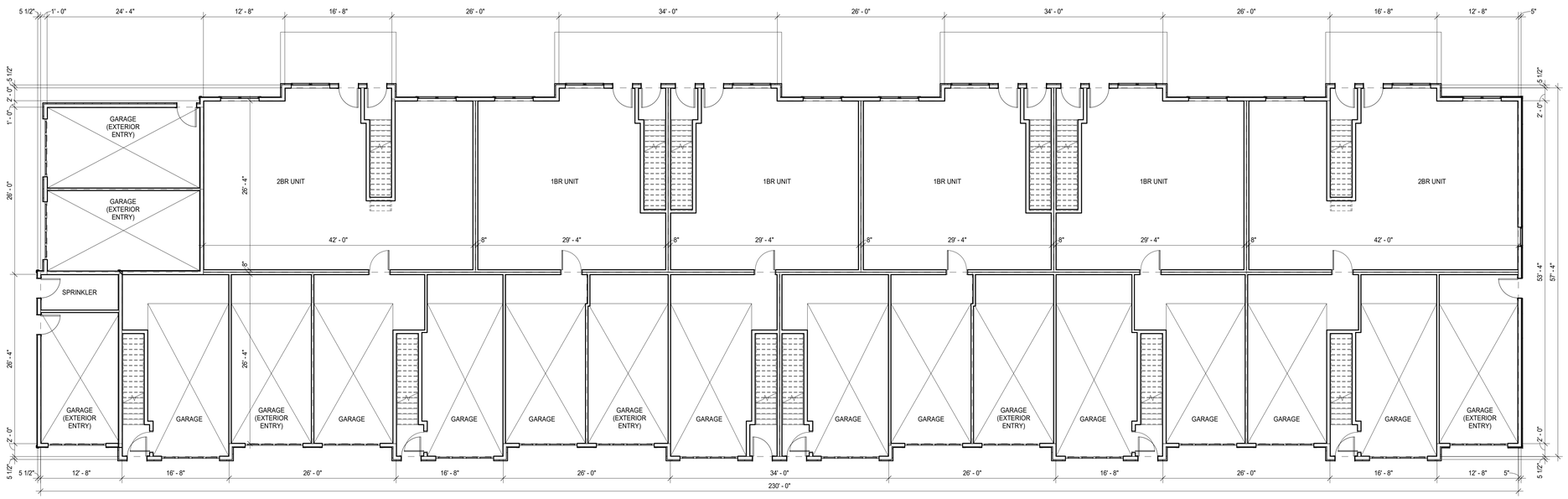
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2. ALL TWO BEDROOM UNITS TO BE OVER 1,050sf
3. ALL BEDROOMS ARE OVER 100sf (EXCLUSIVE OF CLOSETS)



2 18-UNIT 2ND FLOOR PLAN

SCALE: 1/8" = 1'-0"



1 18-UNIT 1ST FLOOR PLAN

SCALE: 1/8" = 1'-0"

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Watertown Road, Pewaukee WI

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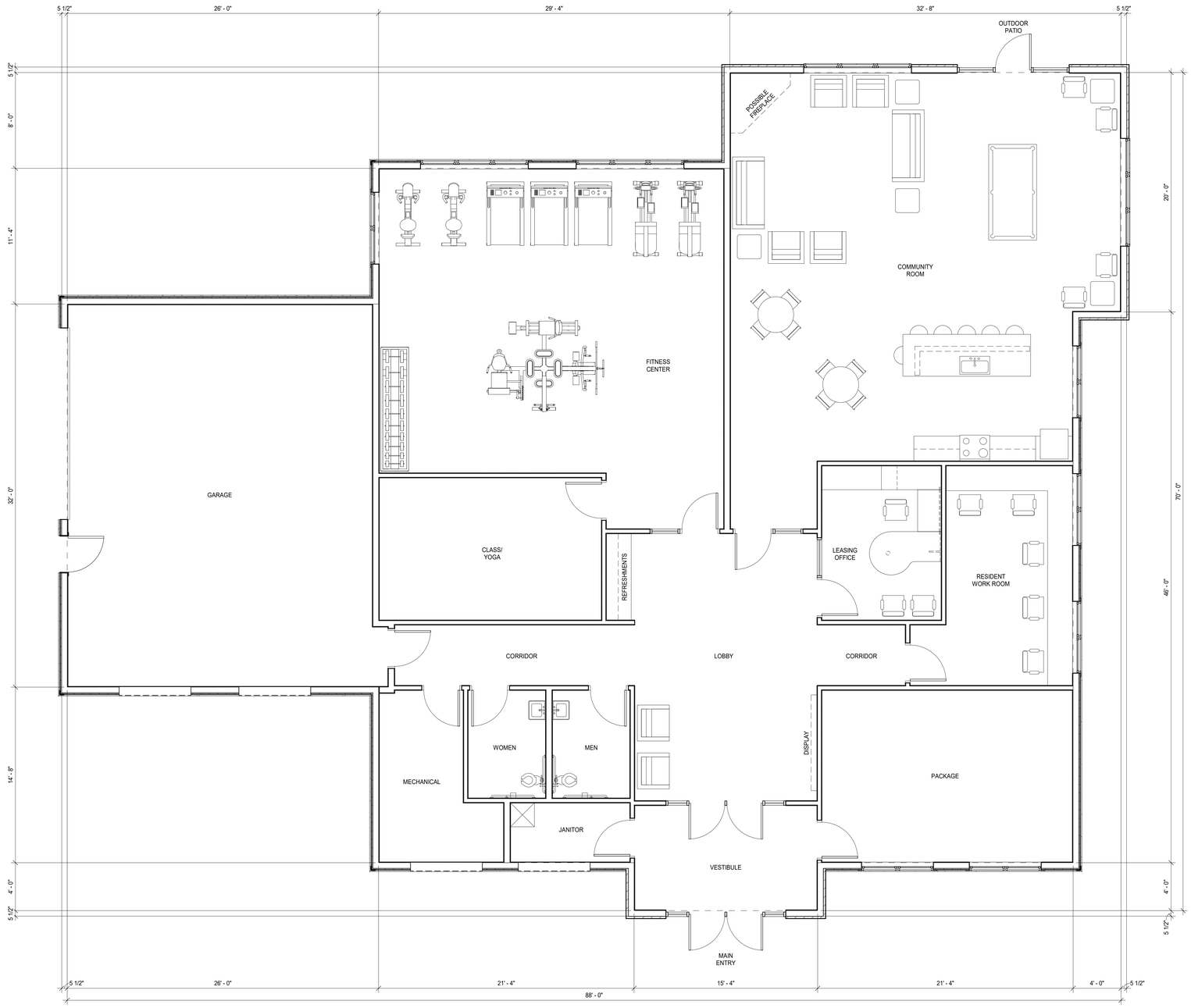
INFORMATION

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PROJECT MANAGER	
PROJECT NUMBER	21104
ISSUED FOR	MUNICIPAL SUBMITTAL
DATE	09.01.2021

SHEET

18-UNIT FLOOR PLANS

A102



1 **CLUBHOUSE**
SCALE: 1/4" = 1'-0"

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Pewaukee Multifamily

Watertown Road, Pewaukee WI

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PROJECT MANAGER	
PROJECT NUMBER	21104
ISSUED FOR	MUNICIPAL SUBMITTAL
DATE	09.01.2021

SHEET

CLUBHOUSE FLOOR PLAN

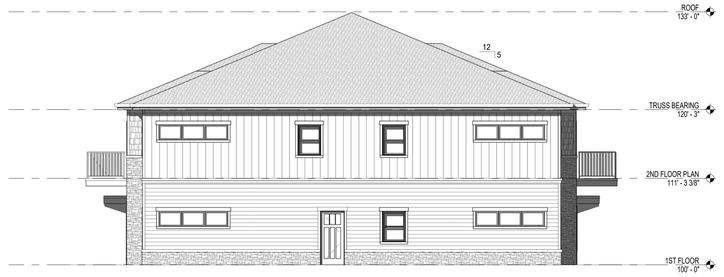
A103

ELEVATION KEYNOTES

1 DIMENSIONAL ASPHALT SHINGLE ROOFING	13 5/4x12 COMPOSITE TRIM BOARD
2 STONE VENEER OR STONE SIDING	14 COMPOSITE VENTED SOFFIT
3 CAST STONE OR STONE SIDING BAND	15 COMPOSITE FASCIA
4 CAST STONE OR STONE SIDING SILL	16 COMPOSITE TRIM BOARD WRAPPED SUPPORT BRACKET
5 CAST STONE OR STONE SIDING LINTEL	17 PREFINISHED METAL GUTTER
6 LOWER HORIZONTAL COMPOSITE LAP SIDING	18 WINDOW SYSTEM
7 UPPER VERTICAL COMPOSITE BOARD & BATTEN SIDING	19 SLIDING PATIO DOOR SYSTEM
8 UPPER ACCENT COMPOSITE SHINGLE/SHAKE SIDING	20 INSULATED FIBERGLASS ENTRY DOOR SYSTEM
9 5/4x4 COMPOSITE TRIM BOARD	21 PREFINISHED METAL INSULATED OVERHEAD DOOR
10 5/4x6 COMPOSITE TRIM BOARD	22 PREFINISHED ALUMINUM STOREFRONT/ENTRY SYSTEM
11 5/4x8 COMPOSITE TRIM BOARD	23 PROPOSED GAS/ELECTRIC METER LOCATION (VERIFY WITH DESIGN/BUILD MEP CONTRACTORS & CIVIL ENGINEER)
12 5/4x10 COMPOSITE TRIM BOARD	24 PREFINISHED ALUMINUM GUARDRAIL SYSTEM WITH CORNER POSTS



4 15-UNIT LEFT SIDE ELEVATION
SCALE: 1/8" = 1'-0"



3 15-UNIT RIGHT SIDE ELEVATION
SCALE: 1/8" = 1'-0"



2 15-UNIT FRONT ELEVATION
SCALE: 1/8" = 1'-0"



1 15-UNIT REAR ELEVATION
SCALE: 1/8" = 1'-0"

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CONSULTANTS

PROJECT

Pewaukee
Multifamily

Watertown Road, Pewaukee WI

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SHEET

15-UNIT BUILDING ELEVATIONS

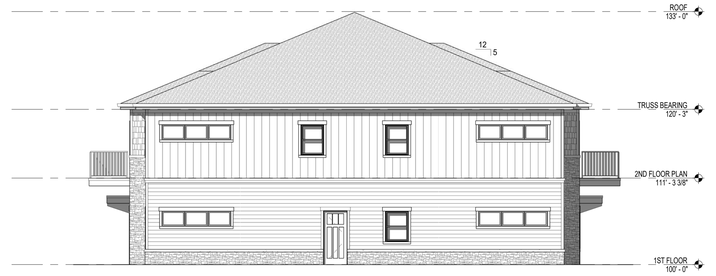
A401

ELEVATION KEYNOTES

1 DIMENSIONAL ASPHALT SHINGLE ROOFING	13 5/4x12 COMPOSITE TRIM BOARD
2 STONE VENEER OR STONE SIDING	14 COMPOSITE VENTED SOFFIT
3 CAST STONE OR STONE SIDING BAND	15 COMPOSITE FASCIA
4 CAST STONE OR STONE SIDING SILL	16 COMPOSITE TRIM BOARD WRAPPED SUPPORT BRACKET
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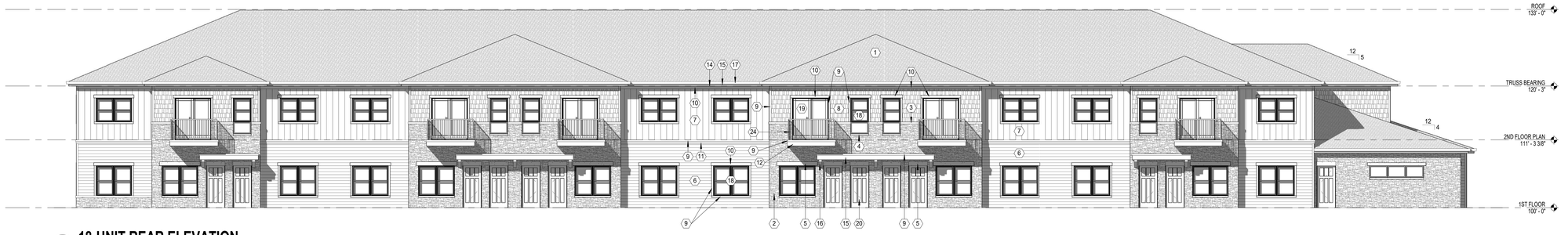
4 18-UNIT LEFT SIDE ELEVATION
SCALE: 1/8" = 1'-0"



3 18-UNIT RIGHT SIDE ELEVATION
SCALE: 1/8" = 1'-0"



1 18-UNIT FRONT ELEVATION
SCALE: 1/8" = 1'-0"



2 18-UNIT REAR ELEVATION
SCALE: 1/8" = 1'-0"

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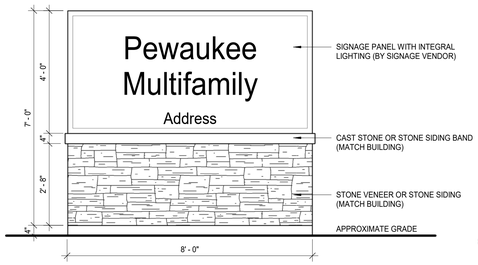
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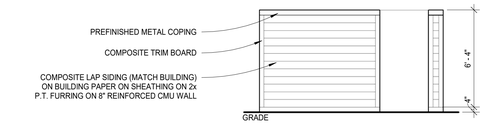
SHEET

18-UNIT BUILDING ELEVATIONS

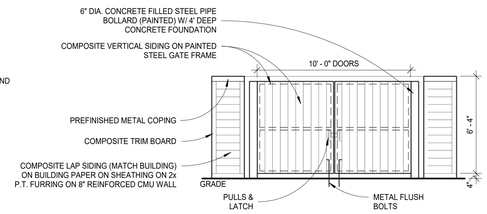
A402



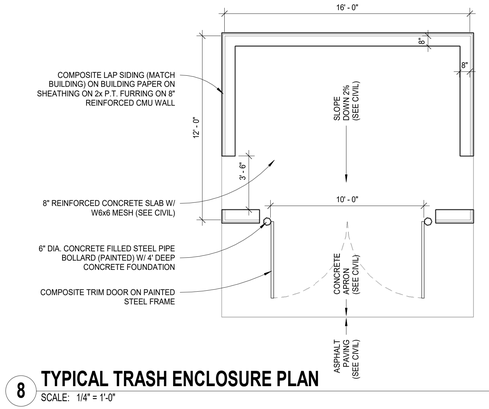
5 MONUMENT SIGN ELEVATION
SCALE: 1/2" = 1'-0"



7 TYPICAL TRASH ENCLOSURE SIDE ELEVATION
SCALE: 1/4" = 1'-0"



6 TYPICAL TRASH ENCLOSURE FRONT ELEVATION
SCALE: 1/4" = 1'-0"



8 TYPICAL TRASH ENCLOSURE PLAN
SCALE: 1/4" = 1'-0"

ELEVATION KEYNOTES

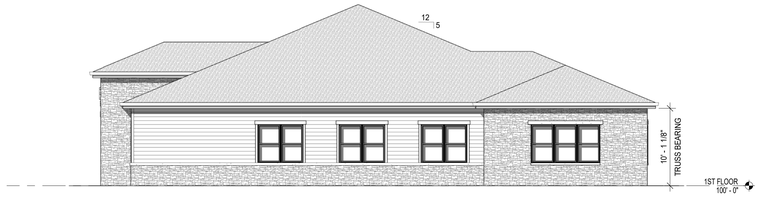
1. DIMENSIONAL ASPHALT SHINGLE ROOFING
2. STONE VENEER OR STONE SIDING
3. CAST STONE OR STONE SIDING BAND
4. CAST STONE OR STONE SIDING SILL
5. CAST STONE OR STONE SIDING LINTEL
6. LOWER HORIZONTAL COMPOSITE LAP SIDING
7. UPPER VERTICAL COMPOSITE BOARD & BATTEN SIDING
8. UPPER ACCENT COMPOSITE SHINGLE/SHAKE SIDING
9. 5/4x4 COMPOSITE TRIM BOARD
10. 5/4x6 COMPOSITE TRIM BOARD
11. 5/4x8 COMPOSITE TRIM BOARD
12. 5/4x10 COMPOSITE TRIM BOARD
13. 5/4x12 COMPOSITE TRIM BOARD
14. COMPOSITE VENTED SOFFIT
15. COMPOSITE FASCIA
16. COMPOSITE TRIM BOARD WRAPPED SUPPORT BRACKET
17. PREFINISHED METAL GUTTER
18. WINDOW SYSTEM
19. SLIDING PATIO DOOR SYSTEM
20. INSULATED FIBERGLASS ENTRY DOOR SYSTEM
21. PREFINISHED METAL INSULATED OVERHEAD DOOR
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23. PROPOSED GAS/ELECTRIC METER LOCATION (VERIFY WITH DESIGN/BUILD MEP CONTRACTORS & CIVIL ENGINEER)
24. PREFINISHED ALUMINUM GUARDRAIL SYSTEM WITH CORNER POSTS



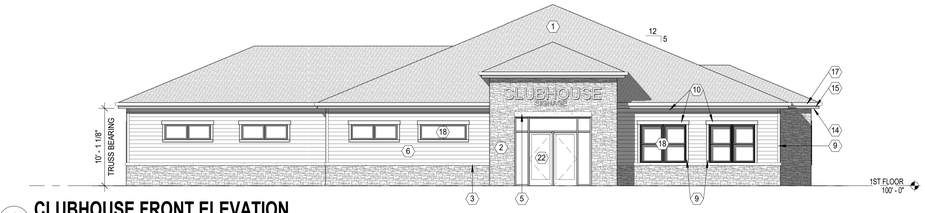
4 CLUBHOUSE LEFT SIDE ELEVATION
SCALE: 1/8" = 1'-0"



2 CLUBHOUSE REAR ELEVATION
SCALE: 1/8" = 1'-0"



3 CLUBHOUSE RIGHT SIDE ELEVATION
SCALE: 1/8" = 1'-0"



1 CLUBHOUSE FRONT ELEVATION
SCALE: 1/8" = 1'-0"





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PROJECT

Pewaukee Multifamily

Watertown Road, Pewaukee WI

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SHEET

CLUBHOUSE ELEVATIONS & SCHEMATIC RENDERINGS

A403



Pewaukee Multifamily

15-unit front perspective
07.28.2021



Pewaukee Multifamily

18-unit front perspective
07.28.2021



Pewaukee Multifamily

15-unit rear perspective
07.28.2021



Pewaukee Multifamily

18-unit rear perspective
07.28.2021

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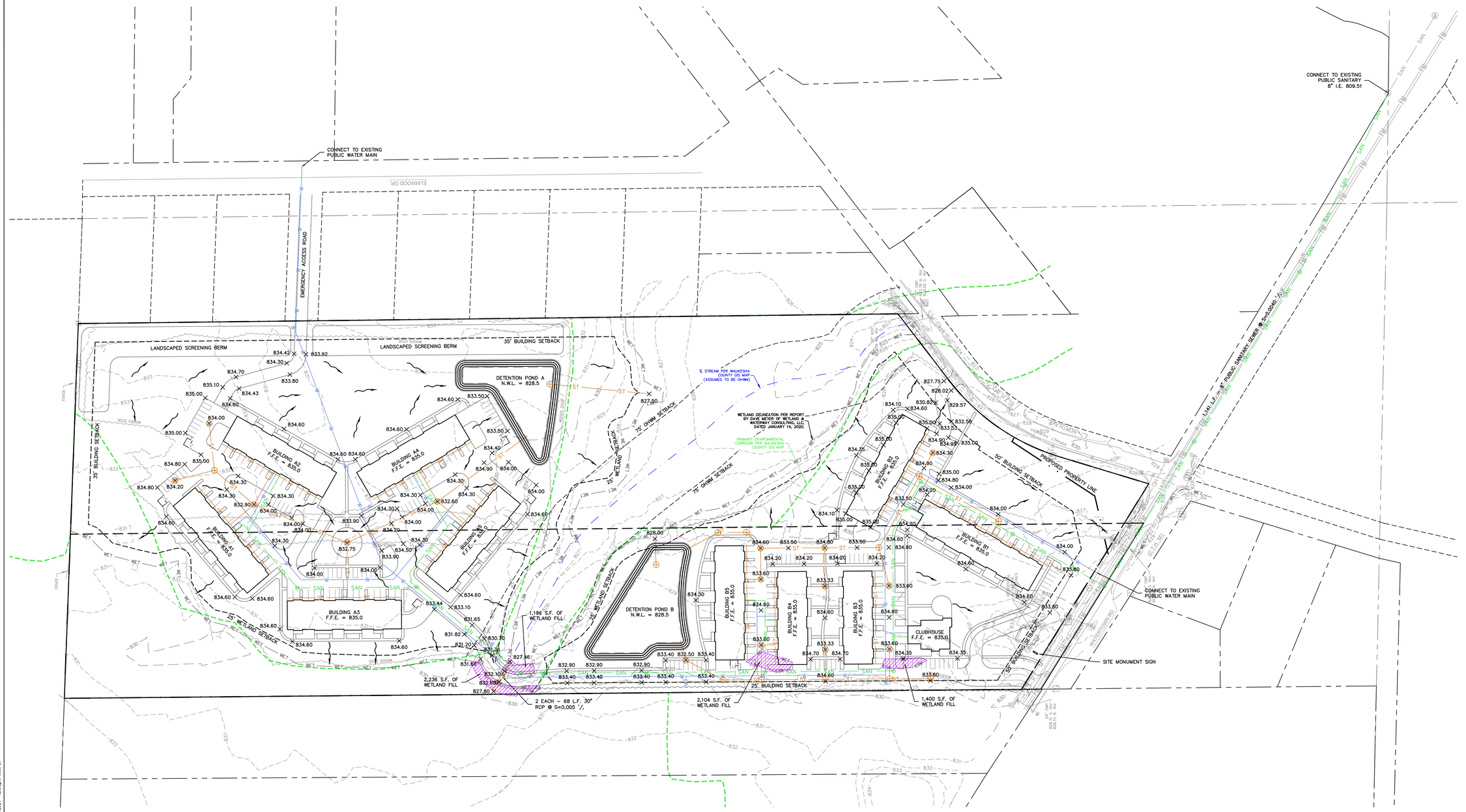
INFORMATION

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SHEET

SCHEMATIC RENDERINGS

A404



NOTES:

1. Vertical Datum: NGVD29
   Reference Benchmark: Northeast corner of the Northwest 1/4 of Section 24, Township 7 North, Range 19 East, Concrete monument w/ SEWRPC brass cap, Elevation = 834.26
2. Property areas: Tax Key: PWC 0958-990-006
   676,377 sq. ft. (15.5275 ac.) GROSS to ℄ of Watertown Rd.
   663,469 sq. ft. (15.2312 ac.) NET with 33' R/W taking

   Tax Key: PWC 0958-996-006
   794,055 sq. ft. (18.2290 ac.)
3. Properties are located within Zone X (Areas determined to be outside the 0.2% annual chance floodplain) per FEMA map panel number 55133C0212G, effective date November 5, 2014.
4. Wetland shown on map based on wetland delineation report by Dave Meyer of Wetland & Waterway Consulting, LLC, dated January 14, 2020.
5. Primary Environmental Corridor per Waukesha County GIS map.
6. Centerline of stream per Waukesha County GIS map. Assumed to be the Ordinary High Water Mark.

AREA CALC.:

		Sq Ft.	Acres	Note
(1)	Property after R/W taking	1,443,274	33.133	Final R/W taking TBD after meeting w/ County & Municipality
(2)	Wetland	320,330	7.354	Delineation by Wetland & Waterway LLC
(3)	20% Wetland	64,066	1.471	(2) * 0.2
(4)	Primary Env. Corridor	434,409	9.973	County GIS
(5)	Pr. Env. Cor. outside of Wetland	123,575	2.837	
(6)	Site Impervious	392,700	9.015	
(7)	"Not Green"	648,964	14.898	(6) + 0.8(2) ; site impv. + 80% wetland
(8)	Green Area	794,310	18.235	(1) - (7) ; property - "not green"
(9)	Green %	55%	55%	(8) / (1)

SCALE IN FEET
80' 0 80'

Interstate Partners LLC
Real Estate Development
REDSKY PARTNERS
PA STUDIO

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Toll Free (800) 242-8511

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WAUKESHA, WISCONSIN 53188
P. 262.513.0666

CLIENT:
INTERSTATE PARTNERS, LLC

CLIENT ADDRESS:
N16W23217 STONE RIDGE DR.
WAUKESHA, WI 53188

PROJECT:
PEWAUKEE MULTI-FAMILY

PROJECT LOCATION:
PEWAUKEE, WI
WAUKESHA COUNTY

PLAN MODIFICATIONS:

#	Date:	Description:
1	09-02-21	City Comments
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		

Designed By: JJS 08-05-21
Reviewed By: RWI 08-05-21
Approved By: RWI 08-05-21

SHEET TITLE:
CONCEPTUAL SITE CIVIL PLAN

SHEET NUMBER:
EX1.0

JSD PROJECT NO: 21-10671

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File: R:\2021\21106710\DWG\21-10671 Civil.dwg Layout: EX-1 User: rikkanderjajach Plotted: Sep 02, 2021 - 12:09pm Xref's:

SITE AREA: - APPROX. 33.8 ACRES (+/-)	
NORTHERN, BUILDINGS/UNITS: - BUILDING A1: (11) 1-BR, (7) 2-BR, 18 TOTAL - BUILDING A2: (11) 1-BR, (7) 2-BR, 18 TOTAL - BUILDING A3: (11) 1-BR, (7) 2-BR, 18 TOTAL - BUILDING A4: (10) 1-BR, (5) 2-BR, 15 TOTAL - BUILDING A5: (11) 1-BR, (7) 2-BR, 18 TOTAL NORTHERN TOTAL: - (54) 1BR (62%) - (33) 2BR (38%) - 87 TOTAL UNITS	SOUTHERN, BUILDINGS/UNITS: - BUILDING B1: (14) 1-BR, (7) 2-BR, 21 TOTAL - BUILDING B2: (11) 1-BR, (7) 2-BR, 18 TOTAL - BUILDING B3: (10) 1-BR, (5) 2-BR, 15 TOTAL - BUILDING B4: (10) 1-BR, (5) 2-BR, 15 TOTAL - BUILDING B5: (11) 1-BR, (7) 2-BR, 18 TOTAL SOUTHERN TOTAL: - (56) 1BR (64%) - (31) 2BR (36%) - 87 TOTAL UNITS
NORTHERN PARKING: 139 SURFACE SPACES 87 GARAGE SPACES (1 PER UNIT) 226 TOTAL SPACES (2.60 PER UNIT)	SOUTHERN PARKING: 139 SURFACE SPACES 87 GARAGE SPACES (1 PER UNIT) 226 TOTAL SPACES (2.60 PER UNIT)



1 SITE PLAN

SCALE: 1" = 80'-0"

0 50 100 150 200

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REVISIONS

NO.	DESCRIPTION	DATE

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SHEET

SITE PLAN CONCEPT

SP1.1

Planting Notes:

1) Contractor shall verify location of all on-site utilities prior to commencing any work on-site. WI State Statute 182.0175 requires three work days notice before you excavate. Call Digger's Hotline at 1-800-242-8511.

2) Supply and install all Wisconsin grown nursery stock. Guarantee all stock for a period of one year. All planting material is to meet American Standards for Nursery Stock ANSI Z60.1-2004. All plant material is to be planted immediately after arrival and unloading on site. Plant types, sizes, and quantities are according to the proposed plans. If any discrepancies are present between plant legend and graphic depiction, graphically depicted quantities shall hold precedence.

3) Actual locations of plant material are subject to final site layout and conditions and may be adjusted accordingly.

4) Guy and stake all large trees and evergreens.

5) All plants are to be backfilled with a 50/50 mix of plant starter and topsoil blend and is to be free of roots, rocks larger than 1" in diameter, subsoil debris, and weeds.

6) Open and remove the top burlap and twine or string from all balled and burlapped plants and set all plants at finished grade.

7) Supply and install 3-4" of shredded hardwood bark mulch in all planting beds, and 1-1 1/2" in all perennial beds. Treat all areas with a pre-emergent herbicide (granular form) 'Treflan' or approved equal following all manufacturer's written installation instructions prior to placing mulch.

8) Supply and install 3-4" of shredded hardwood mulch 1' past the drip line of all individual trees. Do not place mulch against trunk of tree.

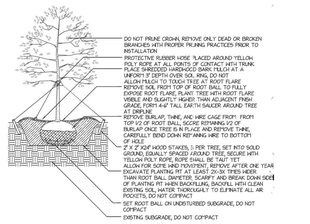
9) Supply and install black vinyl edging 'Ace of Diamond' manufactured by Valleyview Industries or approved equal in all planting beds that adjoin turf areas according to the manufacturer's written installation instructions.

10) All turf areas are to be fine-graded. All turf areas are to be seeded, areas are to be sown at the manufacturer's recommended rates and covered with a clean oat straw. Turf areas are to be sown with Nelson Landscape's Custom Blended Seed for Lawns and is to be applied at the recommended rate, a starter fertilizer applied, and covered with a clean oat straw. Any areas where potential erosion exists due to wind or water or other means including all slopes of 3:1 or greater shall be covered with straw erosion control blankets 'DS-75' manufactured by North American Green, installed to manufacturer's written installation instructions.

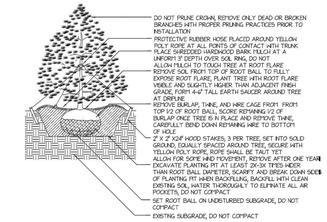
SLOPE INSTALLATION DETAIL

1. Prepare soil before installing rolled erosion control products (RECPs), including any necessary application of lime, fertilizer, and seed.
2. Begin at the top of the slope by anchoring the RECPs in a 6"(15cm) deep X 6"(15cm) wide trench with approximately 12" (30cm) apart in the bottom of the trench. Backfill and compact the trench after stapling. Apply seed to the compacted soil and fold the remaining 12"(30cm) portion of RECPs back over the seed and compacted soil. Secure RECPs over compacted soil with a row of staples/stakes spaced approximately 12"(30cm) apart across the width of the RECPs.
3. Roll the RECPs (A) down or (B) horizontally across the slope. RECPs will unroll with appropriate side against the soil surface. All RECPs must be securely fastened to soil surface by placing staples/stakes in appropriate locations as shown in the staple pattern guide.
4. The edges of parallel RECPs must be stapled with approximately 2" - 3" (5-12.5cm) overlap depending on the RECPs type.
5. Consecutive RECPs spliced down the slope must be placed over and stapled with approximately 3"(7.5cm) overlap. Staple through overlapped area, approximately 12"(30cm) apart across entire RECPs width.

NOTE:
In loose soil conditions, the use of staple or stake lengths greater than 6"(15cm) may be necessary to properly secure the RECPs.



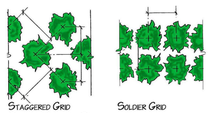
DECIDUOUS TREE PLANTING DETAIL
TYPICAL INSTALLATION- NOT TO SCALE



CONIFEROUS TREE PLANTING DETAIL
TYPICAL INSTALLATION- NOT TO SCALE

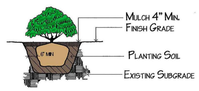


GROUND COVER PLANTING DETAIL



STAGGERED GRID PLANTING LAYOUT DETAILS

SOLDER GRID



SHRUB PLANTING DETAIL

TREE & SHRUB SLOPE PLANTING DETAIL

LEGEND:

- DECIDUOUS TREE
- EVERGREEN TREE
- DECIDUOUS SHRUB
- EVERGREEN SHRUB
- FLOWERING PERENNIALS
- ORNAMENTAL GRASSES

Qty	Botanical Name	Common Name	Size/Condition
Trees			
3	Acer miyabei 'Morton'	STATE STREET MIYABE MAPLE	2 1/2"/b. b.
11	Acer x	RED POINTE MAPLE	2 1/2"/b. b.
7	Aesculus glabra var. pallida	OHIO BUCKEYE	2"/b. b.
6	Betula nigra	RIVER BIRCH	10"/b. b.
5	Carpinus caroliniana var. virginiana	AMERICAN HORNBEAM	2"/b. b.
17	Celtis occidentalis	COMMON HACKBERRY	2 1/2"/b. b.
13	Cornus mas 'Golden Glory'	GOLDEN GLORY CORNELIAN CHERRY DOGHOOD	2"/b. b.
6	Crataegus viridis 'Winter King'	WINTER KING SOUTHERN HAWTHORN	2"/b. b.
6	Ginkgo biloba 'Autumn Gold'	AUTUMN GOLD MAIDENHAIR TREE	2 1/2"/b. b.
13	Gymnocladus dioica	KENTUCKY COFFEE TREE	2 1/2"/b. b.
4	Liriodendron tulipifera	TULIP TREE	8"/b. b.
8	Malus transitoria 'Schmidtcutleaf'	GOLDEN RAINDROPS CUTLEAF CRABAPPLE	2"/b. b.
15	Malus x 'Prairifire'	PRAIRIFIRE FLOWERING CRAB	2"/b. b.
33	Picea abies	NORWAY SPRUCE	7/b. b.
5	Picea abies 'Cupressiana'	CUPRESSIANA NORWAY SPRUCE	7/b. b.
15	Picea glauca	WHITE SPRUCE	7/b. b.
28	Picea glauca var. densata	BLACK HILLS SPRUCE	7/b. b.
7	Picea obovata	SIBERIAN SPRUCE	7/b. b.
8	Picea pungens	COLORADO GREEN SPRUCE	7/b. b.
6	Picea pungens 'Fat Albert'	FAT ALBERT COLORADO SPRUCE	6/b. b.
3	Picea pungens f. glauca	COLORADO BLUE SPRUCE	7/b. b.
16	Pinus sylvestris	SCOTCH PINE	7/b. b.
12	Platanus x	EXCLAMATION PLANETREE	2 1/2"/b. b.
14	Pseudotsuga menziesii	DOUGLAS FIR	6/b. b.
6	Pyrus calleryana 'Cleveland Select'	CLEVELAND SELECT CALLERY PEAR	2 1/2"/b. b.
10	Quercus robur x bicolor 'Long'	REGAL PRINCE(R) OAK	2 1/2"/b. b.
5	Quercus rubra	NORTHERN RED OAK	2 1/2"/b. b.
4	Salix alba 'Tristis'	NIOBE WEEPING WILLOW	2 1/2"/b. b.
7	Syringa reticulata 'Ivory Silk'	IVORY SILK JAPANESE TREE LILAC	2"/b. b.
8	Tilia americana 'Redmond'	REDMOND AMERICAN BASSWOOD	2 1/2"/b. b.
11	Ulmus x 'Morton'	ACCOLADE ELM	2 1/2"/b. b.
8	Ulmus x 'Regal'	REGAL ELM	2 1/2"/b. b.
Shrubs			
4	Buxus 'Green Velvet'	GREEN VELVET BOXWOOD	18"/b. b.
11	Juniperus x pfitzeriana 'Kallay's Compact'	KALLAY'S COMPACT PFITZER JUNIPER	18"/cont.
9	Rosa rugosa 'Frau Dagmar Hastrup'	FRAU DAGMAR HASTRUP JAPANESE ROSE	18"/cont.
Ornamental Grasses			
10	Calamagrostis x acutiflora 'Karl Foerster'	KARL FOERSTER FEATHER REED GRASS	#1 cont.
12	Panicum virgatum 'Prairie Sky'	PRAIRIE SKY SWITCH GRASS	#1 cont.
Perennials and Annuals			
18	Achillea millefolium 'Summer Berries'	SUMMER BERRIES YARROW	#1 cont.
18	Hemerocallis x 'Swirling Water'	SWIRLING WATER DAYLILY	#1 cont.
12	Nepeta x faassenii 'Walkers Low'	WALKERS LOW CATMINT	#1 cont.



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Sheet Title:

PRELIMINARY LANDSCAPE PLAN

Project:

PEWAUKEE MULTI-FAMILY
WATERTOWN ROAD
PEWAUKEE, WI

Client:

Plan Notes:

Designed By: C. J. N.
Drawn By: C. J. N.
Date: 8-05-21
Revisions: 9-01-21

Notice:

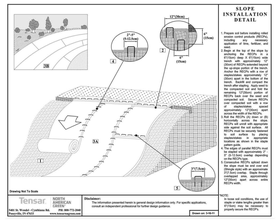
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This plan is subject to final on-site conditions and may be modified to account for unforseen obstacles, other changes, or site modifications that were not made known at the time of preparation dated on this plan.

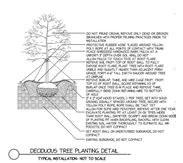
Planting Notes:

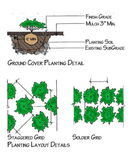
1. Contractor shall verify location of all on-site utilities prior to commencing any work on-site.
2. Wi State Statute 182.0175 requires three work days notice before you excavate. Call Digger's Hotline at 1-800-242-8511.
3. Supply and install all Wisconsin grown nursery stock. Guarantee all stock for a period of one year. All planting material is to meet American Standards for Nursery Stock ANSI Z60.1-2004. All plant material is to be planted immediately after arrival and unloading on site. Plant types, sizes, and quantities are according to the proposed plans. If any discrepancies are present between plant legend and graphic depiction, graphically depicted quantities shall hold precedence.
4. Actual locations of plant material are subject to final site layout and conditions and may be adjusted accordingly.
5. Guy and stake all large trees and evergreens.
6. All plants are to be backfilled with a 50/50 mix of plant starter and topsoil blend and is to be free of roots, rocks larger than 1" in diameter, subsoil debris, and weeds.
7. Open and remove the top burlap and twine or string from all balled and burlapped plants and set all plants at finished grade.
8. Supply and install 3-4" of shredded hardwood bark mulch in all planting beds, and 1-1 1/2" in all perennial beds. Treat all areas with a pre-emergent herbicide (Granular form) "Treflan" or approved equal following all manufacturer's written installation instructions prior to placing mulch.
9. Supply and install 3-4" of shredded hardwood mulch 1' past the drip line of all individual trees. Do not place mulch against trunk of tree.
10. Supply and install black vinyl edging "Ace of Diamond" manufactured by Valleyview Industries or approved equal in all planting beds that adjoin turf areas according to the manufacturer's written installation instructions.
11. All turf areas are to be fine-graded. All turf areas are to be seeded, areas are to be sown at the manufacturer's recommended rates and covered with a clean oat straw. Turf areas are to be sown with Nelson Landscape's Custom Blended Seed for Lawns and is to be applied at the recommended rate, a starter fertilizer applied, and covered with a clean oat straw. Any areas where potential erosion exists due to wind or water or other means including all slopes of 3:1 or greater shall be covered with straw erosion control blankets 'DS-75' manufactured by North American Green, installed to manufacturer's written installation instructions.

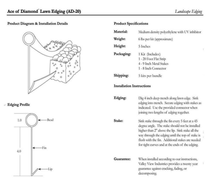


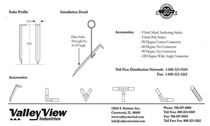
LEGEND:
- DECIDUOUS TREE
- EVERGREEN TREE
- DECIDUOUS SHRUB
- EVERGREEN SHRUB
- FLOWERING PERENNIALS
- ORNAMENTAL GRASSES

Qty	Botanical Name	Common Name	Size/Condition
Trees			
3	Acer miyabei 'Morton'	STATE STREET MIYABE MAPLE	2 1/2"/b. b.
11	Acer x	RED POINTE MAPLE	2 1/2"/b. b.
7	Aesculus glabra var. pallida	OHIO BUCKEYE	2"/b. b.
6	Betula nigra	RIVER BIRCH	10'/b. b.
5	Carpinus caroliniana var. virginiana	AMERICAN HORNBEAM	2"/b. b.
17	Celtis occidentalis	COMMON HACKBERRY	2 1/2"/b. b.
13	Cornus mas 'Golden Glory'	GOLDEN GLORY CORNELIAN CHERRY DOGWOOD	2"/b. b.
6	Crataegus viridis 'Winter King'	WINTER KING SOUTHERN HAWTHORN	2"/b. b.
6	Ginkgo biloba 'Autumn Gold'	AUTUMN GOLD MAIDENHAIR TREE	2 1/2"/b. b.
13	Gymnocladus dioica	KENTUCKY COFFEE TREE	2 1/2"/b. b.
4	Liriodendron tulipifera	TULIP TREE	8"/b. b.
8	Malus transitoria 'Schmidtcutleaf'	GOLDEN RAINDROPS CUTLEAF CRABAPPLE	2"/b. b.
15	Malus x 'Prairifire'	PRAIRIFIRE FLOWERING CRAB	2"/b. b.
33	Picea abies	NORWAY SPRUCE	7'/b. b.
5	Picea abies 'Cupressina'	CUPRESSIANA NORWAY SPRUCE	7'/b. b.
15	Picea glauca	WHITE SPRUCE	7'/b. b.
28	Picea glauca var. densata	BLACK HILLS SPRUCE	7'/b. b.
7	Picea obovata	SIBERIAN SPRUCE	7'/b. b.
8	Picea pungens	COLORADO GREEN SPRUCE	7'/b. b.
6	Picea pungens 'Fat Albert'	FAT ALBERT COLORADO SPRUCE	6'/b. b.
3	Picea pungens f. glauca	COLORADO BLUE SPRUCE	7'/b. b.
16	Pinus sylvestris	SCOTCH PINE	7'/b. b.
12	Platanus x	EXCLAMATION PLANETREE	2 1/2"/b. b.
14	Pseudotsuga menziesii	DOUGLAS FIR	6'/b. b.
6	Pyrus calleryana 'Cleveland Select'	CLEVELAND SELECT CALLERY PEAR	2 1/2"/b. b.
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12	Nepeta x faassenii 'Walkers Low'	WALKERS LOW CATMINT	#1 cont.









REFER TO 15-UNIT ENLARGED PLAN

0 40 80
SCALE IN FEET

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PEWAUKEE MULTI-FAMILY
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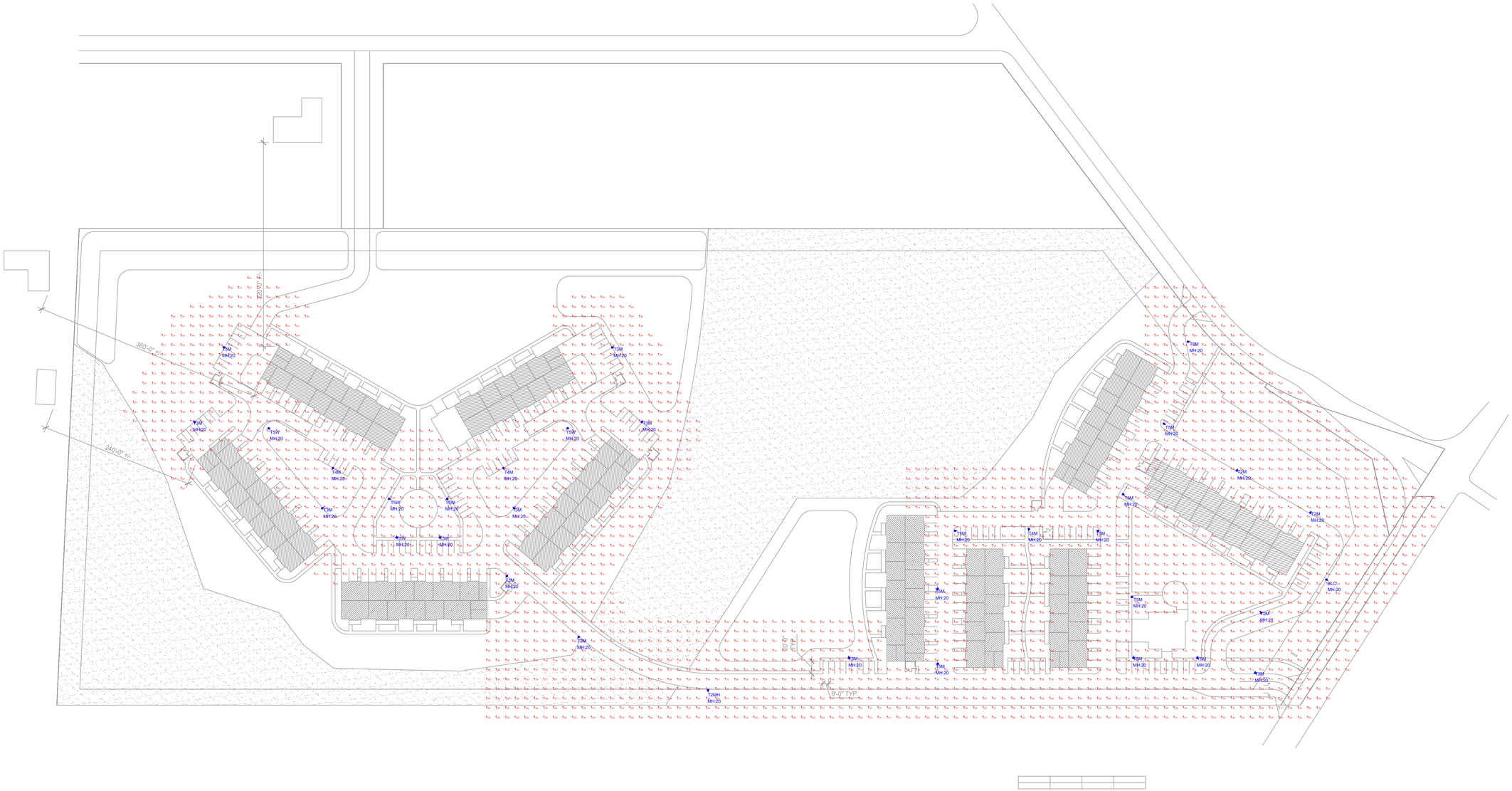
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Luminaire Schedule						
QTY	**TYPE**	**MFR**	**PART NUMBER**	**LLF**	**Lum. Watts**	**Total Watts**
1	BLC	Lithonia	DSX1 LED P2 xxK BLC (volt) (mount) (finish) @ 20' OAH (POLE + BASE TBD)	0.950	70	70
4	T2M	Lithonia	DSX1 LED P2 xxK T2M (volt) (mount) (finish) @ 20' OAH (POLE + BASE TBD)	0.950	70	280
1	T2MH	Lithonia	DSX1 LED P2 xxK T2M (volt) (mount) HS (finish) @ 20' OAH (POLE + BASE TBD)	0.950	70	70
10	T3M	Lithonia	DSX1 LED P2 xxK T3M (volt) (mount) (finish) @ 20' OAH (POLE + BASE TBD)	0.950	70	700
3	T4M	Lithonia	DSX1 LED P2 xxK T4M (volt) (mount) (finish) @ 20' OAH (POLE + BASE TBD)	0.950	70	210
9	T5M	Lithonia	DSX1 LED P2 xxK T5M (volt) (mount) (finish) @ 20' OAH (POLE + BASE TBD)	0.950	70	630
6	T5W	Lithonia	DSX1 LED P2 xxK T5W (volt) (mount) (finish) @ 20' OAH (POLE + BASE TBD)	0.950	70	420

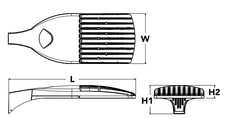


D-Series Size 1
LED Area Luminaire

Buy American

Specifications

EPA:	1.01 ft² (0.09 m²)
Length:	33" (83.8 cm)
Width:	13" (33.0 cm)
Height H1:	7-1/2" (19.0 cm)
Height H2:	3-1/2"
Weight (max):	27 lbs (12.2 kg)



ENTERPRISE
Lighting & Control

#	DATE	COMMENTS

REVISIONS

DRAWN BY: JS

DATE: 8 / 30 / 2021

SCALE: 1" = 80'-0"

PEWAUKEE MULTI-FAMILY

PEWAUKEE, WI

LED SITE LIGHTING PLAN

Date: August 25, 2021

Traffic Impact Analysis Memorandum

To: Jason Mayer
Waukesha County

From: Michael May, P.E. PTOE

cc List: Magdelene Wagner, P.E.
City of Pewaukee

Caroline Brzezinski
Interstate Partners, LLC

Subject: Pewaukee Multifamily Development
Pewaukee, Wisconsin

PART A – INTRODUCTION

The Pewaukee Multifamily Development is proposed to be located northwest of the intersection of Watertown Road & North Avenue and west of Elmwood Drive in the City of Pewaukee, Waukesha County. A site location map is shown in Exhibit A. The development conceptual site plan is shown in Exhibit B. A traffic impact analysis (TIA) is required for the development.

TADI performed this TIA to determine and document the expected weekday morning and weekday evening peak hour operating conditions and recommendations at identified study area intersections. This report documents the procedures, findings, and conclusions of the analysis. The analysis identifies recommended modifications based on existing roadway conditions and additional traffic expected to be generated by the Pewaukee Multifamily Development.

PART B – STUDY AREA

The study area includes the following existing intersections. A transportation detail illustrating existing intersection lane configurations and speed limits is shown in Exhibit C.

- Watertown Road & North Avenue (existing intersection, two-way stop control)
- North Avenue & Elmwood Drive (existing intersection, one-way stop control)

Proposed development access points are included as the study area intersections and are described later in *Part C – Project Description*.

Watertown Road is a two-lane east/west highway with rural cross-section a posted speed limit of 45 mph. According to WisDOT, the Year 2018 annual average daily traffic (AADT) volumes on Watertown Road were approximately 6,900 vehicles per day (vpd) east of North Avenue and 13,800 vpd west of Westwood Drive (west of the study area). A railroad crosses Watertown

Road approximately 1,300-feet west of North Avenue (center-center). No pedestrian, bicycle, or transit accommodations were identified. Watertown Road is also designated as County Trunk Highway (CTH) M west of North Avenue.

North Avenue is a two-lane undivided east/west highway with a posted speed limit of 45 mph that curves towards the south to intersect Watertown Road from the north. The south leg of North Avenue is a north/south local road with a posted speed limit of 25 mph. The WisDOT Year 2018 AADT volume was approximately 3,200 vpd east of Elmwood Drive. No pedestrian, bicycle, or transit accommodations were identified. North Avenue is also designated as CTH M north of Watertown Road.

Elmwood Drive is a two-lane undivided north/south road servicing a residential neighborhood with a posted speed limit of 25 mph. Elmwood Drive intersects North Avenue as a tee-intersection from the north. No AADT volume is recorded. No pedestrian, bicycle, or transit accommodations were identified.

The site of the Pewaukee Multifamily Development is currently zoned A-2 Agriculture. The City of Pewaukee Year 2050 Land Use/Transportation Plan shows the planned use as Medium Density Residential (6,500-sf to half-acre per dwelling unit (du)). Surrounding planned future uses include residential development to the north, south, east, and west to the railroad. West of the railroad is planned for manufacturing, fabrication, and warehousing.

PART C – PROJECT DESCRIPTION

The Pewaukee Multifamily Development is proposed to consist of 174-du of multi-family housing. Half of the units will be massed in the northwest corner of the Watertown Road & North Avenue intersection and the other half will be massed on the north side of the site. An environmental corridor separates the two halves. A roadway will connect the two halves of the development on the far west side of the site.

As shown in Exhibit B, three access points are proposed for the development.

- Watertown Road & Driveway is proposed to be located approximately 500-feet west of North Avenue (center-center). This driveway is placed as far west as possible due to property constraints.
- North Avenue & Driveway is proposed to be located approximately 475-feet northeast of Watertown Road and 525-feet southwest of Elmwood Drive (center-center). Due to wetland constraints, this is the furthest northeast of Watertown Road possible.
- Elmwood Drive & Driveway is proposed to be located approximately 1,000-feet north of North Avenue.

TADI was asked to investigate the operations for four scenarios. The scenarios consider operations for Watertown Road & Driveway under full movement access and under right-in/right-out access. Additionally, though the Driveway along Elmwood Drive is proposed to service emergency vehicles only, the scenarios consider operations both without and with full vehicle access. The following list outlines the four scenarios.

- Scenario One: Full access to Watertown Road & emergency vehicle access only to Elmwood Drive.
- Scenario Two: Right-in/out access to Watertown Road & emergency vehicle access only to Elmwood Drive.
- Scenario Three: Full access to Watertown Road & full access to Elmwood Drive.
- Scenario Four: Right-in/out access to Watertown Road & full access to Elmwood Drive.

PART D – TRAFFIC VOLUMES

D1. Year 2021 Existing Traffic Volumes

Intersection turning movement traffic counts were performed at the two existing study area intersections on Monday, July 26th (evening counts) and Wednesday, July 28th (morning counts) of 2021. Based on the counts, the weekday morning and evening peak hours were identified as being 7:15 to 8:15am and 4:45 to 4:45pm. The Year 2021 unadjusted existing traffic volumes are shown in Exhibit D1.

TADI compared the peak hour counts against WisDOT Year 2018 mainline hourly traffic volumes (pre-pandemic). The Year 2021 unadjusted peak hour volumes are substantially less than the WisDOT hourly mainline volumes, which may be due in part to pandemic-related travel activity and/or construction activities along North Avenue at and east of Calhoun Road in Brookfield. The following steps were taken to adjust the peak hour volumes.

- The North Avenue eastbound and westbound weekday morning through volumes east of Elmwood Drive were increased by 93.8% (a factor of 1.938) and the weekday evening through volumes east of Elmwood Drive were increased by 119.0% (a factor of 2.190). The resulting volumes were carried through the North Avenue & Elmwood Drive intersection by adding/subtracting existing turning movements to/from Elmwood Drive.
- The resulting volumes at North Avenue & Elmwood Drive were carried southwest to the Watertown Road & North Avenue intersection. The turning movements to/from Watertown Road from/to North Avenue were adjusted by increasing the volumes proportionally by direction to obtain balance with Elmwood Drive.
- The Watertown Road eastbound and westbound weekday morning through volumes east of North Avenue were increased by 10.2% (a factor of 1.102) and the weekday evening through volumes east of North Avenue were increased by 30.3% (a factor of 1.303). The resulting volumes were carried through the Watertown Road & North Avenue intersection by adding/subtracting the previously-adjusted turning movements at the intersection.

The Year 2021 adjusted existing traffic volumes used in the traffic analysis are shown in Exhibit D2.

D2. Development Traffic

To address potential future traffic impacts at the study area intersection, it is necessary to identify the hourly volume of traffic generated by the Pewaukee Multifamily Development. The traffic

volumes expected to be generated are based on the size and type of the proposed use and on trip rates published in the Institute of Transportation Engineers' (ITE) *Trip Generation Manual, 10th Edition, 2017*. The Pewaukee Multifamily Development trip generation is shown below in Table 1.

Table 1
Pewaukee Multifamily Development Trip Generation Table

Land Use	ITE Code	Proposed Size	Weekday Daily	AM Peak In	AM Peak Out	AM Peak Total	PM Peak In	PM Peak Out	PM Peak Total
Multifamily Housing	220	174 Units	1,270 FCE	20 (23%)	60 (77%)	80 FCE	60 (63%)	35 (37%)	95 FCE
Total New Trips			**1,270**	**20**	**60**	**80**	**60**	**35**	**95**

FCE = Fitted Curve Equation
Daily FCE: T = 7.56(x)-40.86; AM FCE: Ln(T) = 0.95*Ln(x)-0.51; PM FCE: Ln(T) = 0.89*Ln(x)-0.02

Trip Distribution							
West on Watertown Road	50%	640	10	30	30	20	
East on Watertown Road	35%	440	5	20	20	10	
East on North Avenue	15%	190	5	10	10	5	
	100%	***1270***	***20***	***60***	***60***	***35***	

The trip generation was assigned to the study area network with the estimate that 50% of development traffic will travel to/from the west on Watertown Road, 35% will travel to/from the east on Watertown Road, and 15% will travel to/from the east on North Avenue. The Pewaukee Multifamily Development new trips are shown in the following exhibits.

- Exhibit E1 – Scenario One New Trips
- Exhibit E2 – Scenario Two New Trips
- Exhibit E3 – Scenario Three New Trips
- Exhibit E4 – Scenario Four New Trips

D3. Year 2022 Build Traffic Volumes

The Year 2022 build traffic volumes were determined adding the Year 2021 adjusted existing traffic volumes (Exhibit D2) to the respective scenario new trips (Exhibits E1 through E4). The Year 2022 build traffic volumes are shown in the following exhibits.

- Exhibit F1 – Year 2022 Scenario One Build Traffic Volumes
- Exhibit F2 – Year 2022 Scenario Two Build Traffic Volumes
- Exhibit F3 – Year 2022 Scenario Three Build Traffic Volumes
- Exhibit F4 – Year 2022 Scenario Four Build Traffic Volumes

The construction of the development will commence prior to the County reconstruction of Watertown Road & North Avenue. However, as a residential development, it may take a few years for the units to be fully occupied and the full traffic volumes to be realized. That is, traffic to/from the full build-out of the development may not be present for a few years past Year 2022.

PART E – INTERSECTION CAPACITY ANALYSIS

The study area intersections were analyzed based on the procedures set forth in the *Highway Capacity Manual, 6th Edition*. Intersection operation is defined by "Level of Service". Level of

Service (LOS) is a quantitative measure that refers to the overall quality of flow at an intersection ranging from very good, represented by LOS 'A', to very poor, represented by LOS 'F'. For the purpose of this study, LOS D (35-seconds or less of average vehicle delay at unsignalized intersections, 55-seconds or less at signalized intersecitons) or better was used to define desirable peak hour operating conditions. LOS E represents the capacity of a movement. LOS F represents overcapacity operations.

The capacity analysis was performed with the following assumptions under all four previously-identified scenarios.

- The Watertown Road & North Avenue intersection was analyzed under three alternatives identified as requested by Waukesha County.
    - The existing lane configuration as shown in Exhibit C.
    - With the County-provided conceptual interection layout as shown in Exhibit G. This layout includes eastbound/westbound left-turn lanes on Watertown Road at North Avenue, and a dedicated southbound right-turn lane from North Avenue to Watertown Road.
    - With the County-provided conceptual intersection layout plus traffic signal control.
- The Watertown Road & Elmwood Drive intersection was analyzed under the existing lane configuration shown in Exhibit C.
- The Watertown Road & Driveway and North Avenue & Driveway intersections were analyzed using the Waukesha County Type A intersection design shown in Exhibit H because the multifamily development unit count exceeds 20-du (Waukesha County Ordinance Chapter 15, Section 15-54(c)). A bypass lane or left-turn lane was also included at these two driveways (except under Scenario Two and Scenario Four on Watertown Road due to right-in/right-out driveway) in accordance with Waukesha County Ordinance Chapter 15, Section 15-54(e) which stipualates that a bypass lane shall be required when the mainline highway traffic volume exceeds 2,500-vpd.
- The Elmwood Drive & Driveway intersection was not analyzed under Scenario One and Scenario Two because the driveway is for emergency vehicles only. The driveway was analyzed with shared lanes (no exclusive left-turn or right-turn lanes) under Scenario Three and Scenario Four.

The traffic analysis results, including expected maximum queue lengths, are shown in the following exhibits.

- Exhibit I – Year 2021 Existing Traffic Operations & Queues
- Exhibit J1 – Year 2022 Scenario One Build Traffic Operations & Queues
- Exhibit J2 – Year 2022 Scenario Two Build Traffic Operations & Queues
- Exhibit J3 – Year 2022 Scenario Three Build Traffic Operations & Queues
- Exhibit J4 – Year 2022 Scenario Four Build Traffic Operations & Queues

As shown:

- Under Year 2021 existing traffic volumes, the North Avenue northbound approach to Watertown Road operates at LOS F conditions during both the morning and evening peak hours and the southbound approach operates at LOS F during the weekday evening peak hour with the existing intersection layout. The LOS F operations are expected to continue for these movements with the County's planned intersection improvements, though some reductions in delays are expected. The intersection is expected to operate with movements at LOS C or better with the installation of a traffic signal.
- Under build traffic volumes, delays are expected to increase at Watertown Road & North Avenue under all three alternatives (existing layout, County's plan, and traffic signal). Only the traffic signal alternative maintains LOS C or better operations. Additionally, Scenarios One and Three, which maintain full access at Watertown Road & Driveway, result in less delay at Watertown Road & North Avenue than Scenarios Two and Four, which include right-in/out access at Watertown Road & Driveway.
- The Driveway southbound left-turn movement to Watertown Road is expected to operate at LOS E conditions under Scenarios One and Three (full access) during the weekday evening peak hour. The movement is expected to service a low volume of approximately 10 vehicle per hour (vph) during this peak hour.
- It is reiterated that the development plan is to provide emergency vehicle access along Elmwood Drive (Scenarios One and Two). Very little change in operations at the study area intersections is expected to be realized if the driveway to Elmwood Drive were to accommodate all vehicles (Scenarios Three and Four).

PART F – WATERTOWN & NORTH SIGNAL WARRANT ANALYSIS

Warrants should be viewed as guidelines to help determine whether traffic signal control may be installed. Meeting warrants does not translate to a legal requirement for their installation. Completed warrant analysis worksheets are included in the appendices.

C1. Signal Warrant Evaluation Methodology

Chapter 4C of the 2009 *Manual on Uniform Traffic Control Devices* (MUTCD) outlines the standards for determining the need for traffic signals at a particular location. For a traffic signal to be installed, the MUTCD stipulates that at least one of the following warrants must be satisfied prior to installing traffic signals. The nine signal warrants are listed below:

- Warrant 1, Eight-Hour Vehicular Volume
- Warrant 2, Four-Hour Vehicular Volume
- Warrant 3, Peak Hour
- Warrant 4, Pedestrian Hour
- Warrant 5, School Crossing
- Warrant 6, Coordinated Signal Systems
- Warrant 7, Crash Experience
- Warrant 8, Roadway Network
- Warrant 9, Intersection Near a Grade Crossing

Warrants 1 and 2 have been evaluated for Watertown Road & North Avenue at the request of Waukesha County. The MUTCD stipulates different threshold criteria based on urban speeds (less than or equal to 40 mph) and rural speeds (greater than 40 mph). The posted speed limit along both Watertown Road and North Avenue is 45 mph. Therefore, the 70-percent vehicular volume thresholds were used in this evaluation.

The warrant evaluation was performed assuming westbound Watertown Road as the major street with one through lane and the Watertown Road eastbound left-turn lane as the minor street with one lane.

The warrant analysis was conducted using a 13-hour turning movement traffic count at Watertown Road & North Avenue in July of 2021. As previously mentioned under *Part D*, the Year 2021 traffic counts appear lower than the WisDOT hourly mainline traffic volumes. Therefore, the traffic volumes used in the warrant analysis were adjusted as follows.

- The morning and afternoon turning movements to/from Watertown Road from/to North Avenue were increased by 65% (a factor of 1.65) and 75% (a factor of 1.75) respectively. These percentages correspond to the approximate increases in traffic realized north of the intersection during the peak hours.
- The morning and afternoon through movements on Watertown Road at North Avenue were increased by 10% (a factor of 1.10) and 30% (a factor of 1.30) respectively. These percentages correspond to the approximate increases in traffic realized eastbound and westbound through the intersection during the peak hours.

The warrant analysis was performed using the Year 2021 adjusted existing traffic volumes and do not include the Pewaukee Multifamily Development.

Based on the warrant evaluation, Warrant 2, Four-Hour Vehicular Volume is currently met based on the Year 2021 adjusted existing traffic volumes. Note that no warrants are met based on the unadjusted existing traffic volumes.

PART G – RECOMMENDATION & CONCLUSION

Modifications for the study area intersections are outlined below, shown in Exhibit K, and split into two categories.

- *Existing Traffic* – These modifications are recommended to accommodate the adjusted existing traffic volumes and are in addition to conditions as they currently exist.
- *Development* – These modifications are recommended to mitigate the additional traffic impact of the Pewaukee Multifamily Development.

Recommended modifications are for jurisdictional consideration and are not legally binding. Waukesha County and the City of Pewaukee reserve the right to determine alternative solutions.

Watertown Road & North Avenue

- *Existing Traffic:*
  - Reconstruct the intersection following the County-provided conceptual layout shown in Exhibit G.

  - Traffic signals are warranted under Year 2021 adjusted existing traffic volumes (without the proposed development). Install traffic signal control, including eastbound-to-northbound protected-permitted left-turn indications and southbound-to-westbound permitted-overlap right-turn indications. Operate the southbound right-turn overlap with the eastbound left-turn indication.

- *Development:* No additional modifications. Note that the proposed development does not significantly add traffic to the intersection (<2.5% increase) and warrants are currently met under existing traffic volumes without development. That is, the development does not trigger the need for the traffic signal or modifications at the Watertown Road & North Avenue intersection.

North Avenue & Elmwood Drive

- *Existing Traffic:* No modifications.
- *Development:* No modifications.

Watertown Road & Driveway

- *Existing Traffic:* Intersection does not exist.
- *Development:*
  - Construct the Driveway as far west on Watertown Road as possible due to property constraints. Per Waukesha County Ordinance Chapter 15, Section 15-55(a), "a minimum distance of five hundred (500) feet shall be maintained from the intersection of any federal highway, state highway, country truck highway, or other public or private side road. Such distance shall be measured from the centerline of the access point to the nearest edge of pavement of the [highway or road]."
  - Construct an eastbound-to-northbound left-turn lane and a westbound-to-northbound right-turn lane along Watertown Road. If constructed prior to the County's project at Watertown Road & North Avenue, consider striping and operating the eastbound approach as a bypass lane until such time as the County's project moves forward.
  - Construct two lanes on the Driveway southbound approach, including one left-turn lane and one right-turn lane. Install a stop sign to control the southbound approach.
  - The southbound left-turn movement may be expected to operate at LOS E conditions during the weekday evening peak hour. The movement is expected to service a low volume of 10 vph during the hour and, therefore, mitigating this operation on a private driveway approach is not expected to be necessary. Should motorists experience untenable delays during the peak hour they may divert to the North Avenue & Driveway intersection.
  - Intersection sight distance was not checked and should be verified by the site designer.

North Avenue & Driveway

- *Existing Traffic:* Intersection does not exist.
- *Development:*
  - Construct the Driveway approximately half-way between Watertown Road and Elmwood Drive. Per Waukesha County Ordinance Chapter 15, Section 15-55(a), "a minimum distance of five hundred (500) feet shall be maintained from the intersection of any federal highway, state highway, country truck highway, or other public or private side road. Such distance shall be measured from the centerline of the access point to the nearest edge of pavement of the [highway or road]." Due to wetland constraints, the driveway is shown the furthest northeast of Watertown Road possible.
  - Construct an eastbound bypass lane and a westbound-to-northbound right-turn lane along North Avenue.
  - Construct one shared left-turn/right-turn lane on the Driveway southbound approach. Install a stop sign to control the southbound approach.
  - Intersection sight distance was not checked and should be verified by the site designer.

Elmwood Drive & Driveway

- *Existing Traffic:* Intersection does not exist.
- *Development:*
  - Construct the Driveway north of North Avenue as an emergency vehicle only driveway.
  - Dedicated turn lanes are not necessary.

Except where noted, all movements are expected to operate at LOS D or better conditions with the recommended modifications.

Should any questions or comments arise, please feel free to contact Michael May, P.E. PTOE of TADI at 414-807-1912 or mmay@tadi-us.com.



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DRAFT **EXHIBIT A**
SITE LOCATION MAP

PEWAUKEE, WISCONSIN

SITE AREA	
APPROX. 33.8 ACRES (+/-)	
NORTHERN BUILDINGS/UNITS:	SOUTHERN BUILDINGS/UNITS:
- BUILDING A1: (11) 1-BR, (7) 2-BR, 18 TOTAL	- BUILDING B1: (14) 1-BR, (7) 2-BR, 21 TOTAL
- BUILDING A2: (11) 1-BR, (7) 2-BR, 18 TOTAL	- BUILDING B2: (11) 1-BR, (7) 2-BR, 18 TOTAL
- BUILDING A3: (11) 1-BR, (7) 2-BR, 18 TOTAL	- BUILDING B3: (10) 1-BR, (5) 2-BR, 15 TOTAL
- BUILDING A4: (10) 1-BR, (5) 2-BR, 15 TOTAL	- BUILDING B4: (10) 1-BR, (5) 2-BR, 15 TOTAL
- BUILDING A5: (11) 1-BR, (7) 2-BR, 18 TOTAL	- BUILDING B5: (11) 1-BR, (7) 2-BR, 18 TOTAL
NORTHERN TOTAL:	SOUTHERN TOTAL:
- (54) 1BR (62%)	- (56) 1BR (64%)
- (33) 2BR (38%)	- (31) 2BR (36%)
87 TOTAL UNITS	87 TOTAL UNITS
NORTHERN PARKING:	SOUTHERN PARKING:
139 SURFACE SPACES	87 SURFACE SPACES
87 GARAGE SPACES (1.0 PER UNIT)	87 GARAGE SPACES (1.0 PER UNIT)
226 TOTAL SPACES (2.60 PER UNIT)	226 TOTAL SPACES (2.60 PER UNIT)

PURE architecture studio, llc
735 N Water Street, Suite 1226
Milwaukee, WI 53202
www.purearch.com

PROJECT
Pewaukee Multifamily

OWNER
Interstate Partners / Red Sky Partners

REVISIONS

NO.	DESCRIPTION	DATE

INFORMATION

PROJECT ARCHITECT	PA
PROJECT MANAGER	
PROJECT NUMBER	
ISSUED FOR	REVIEW
DATE	07.13.2021

SHEET
SITE PLAN CONCEPT
SP1.1

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2722; 8/25/2021

DRAFT **EXHIBIT B**
CONCEPTUAL SITE PLAN

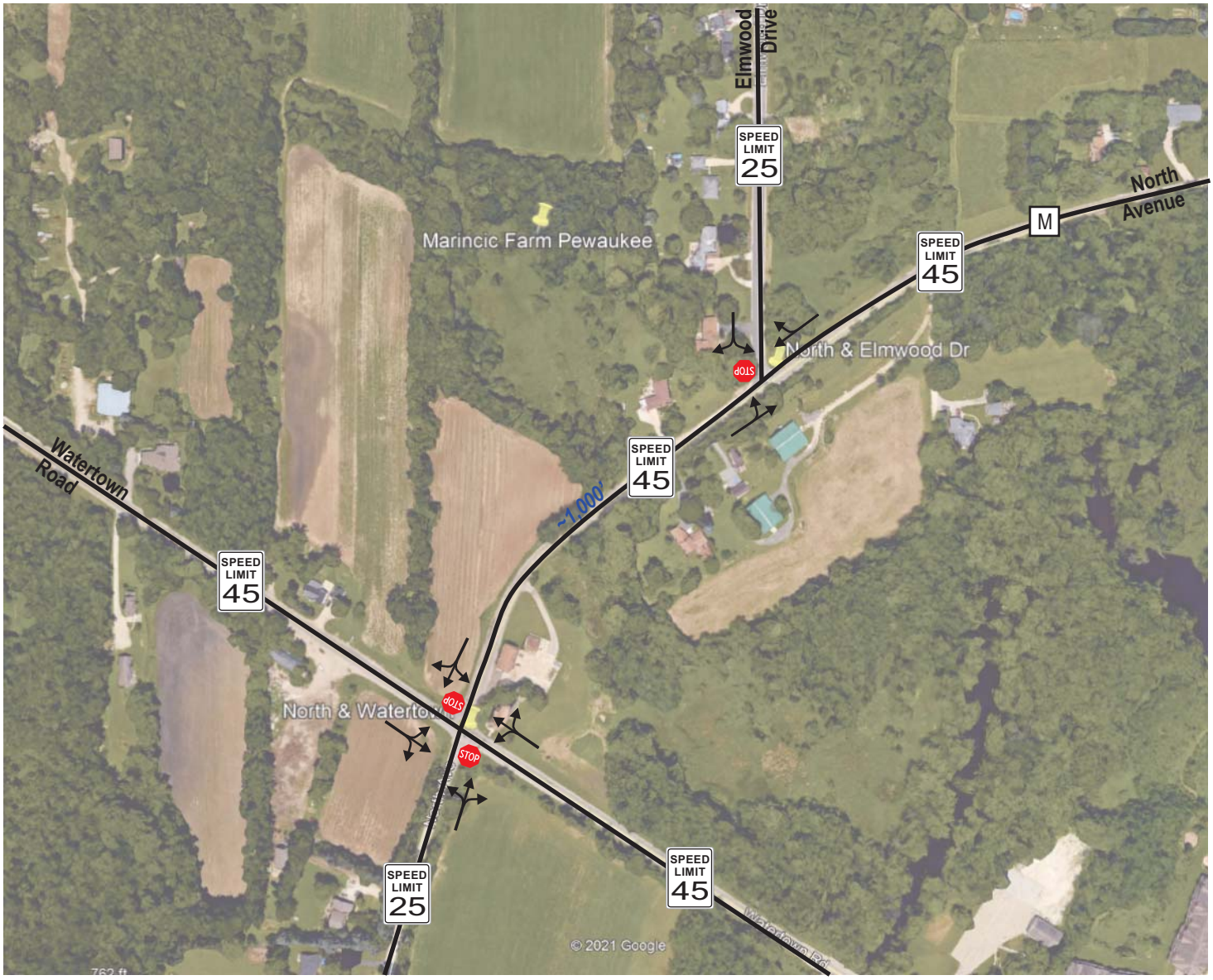
PEWAUKEE, WISCONSIN

LEGEND

- Stop Sign
- Lane Configuration
- XX' Distance Between Intersections (C-C, in Feet)

N

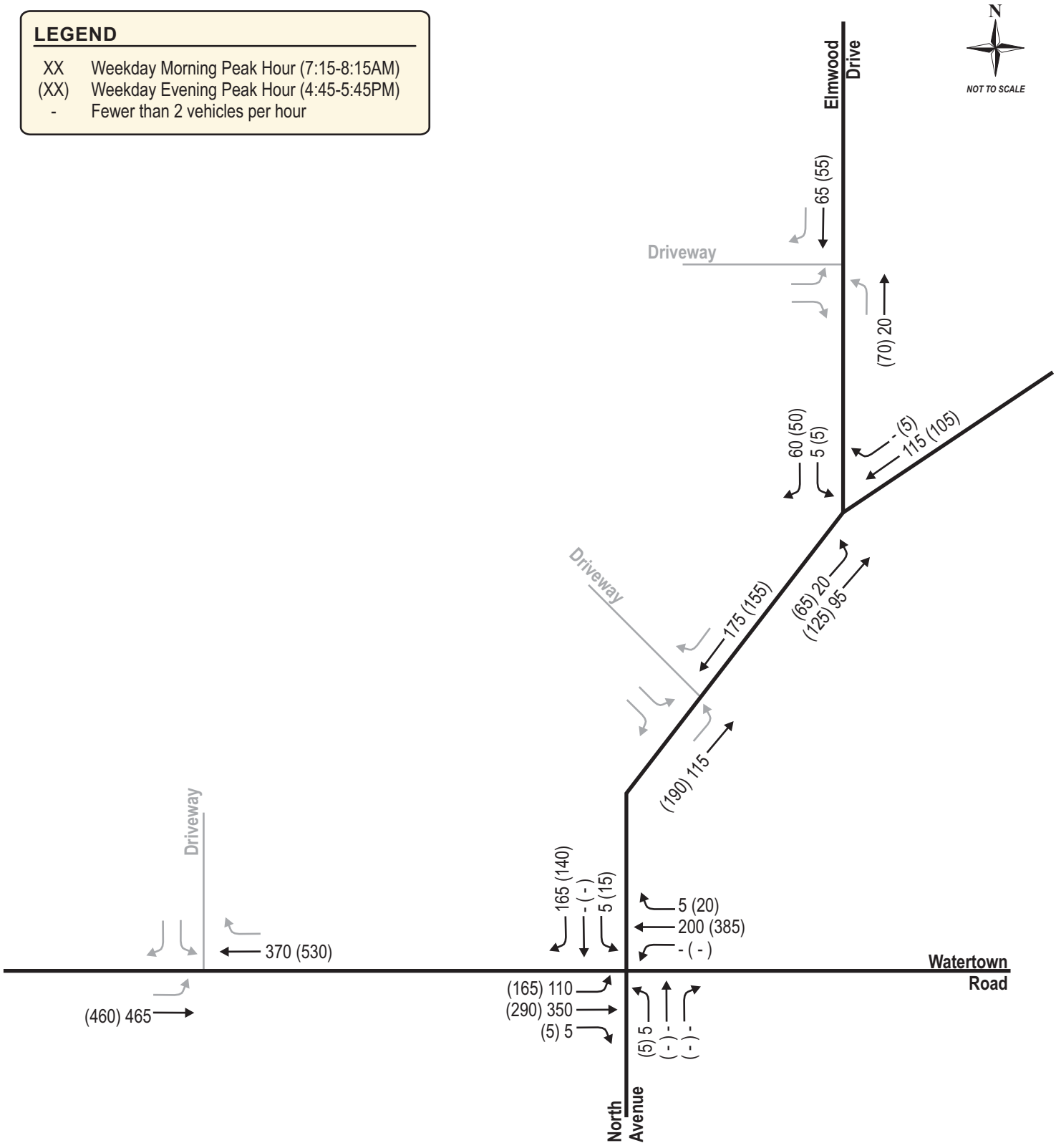
NOT TO SCALE



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DRAFT **EXHIBIT C**
EXISTING TRANSPORTATION DETAIL

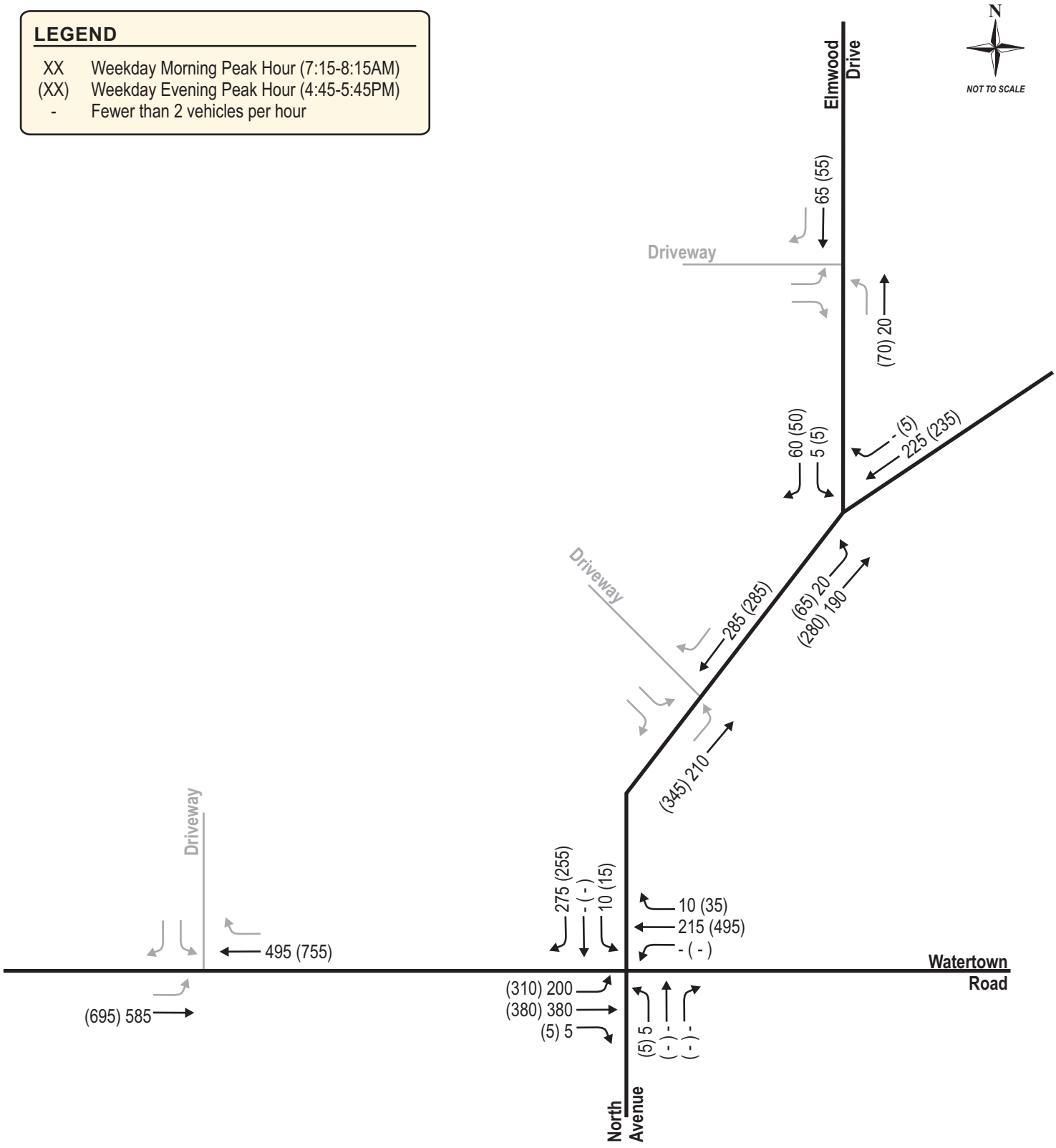
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DRAFT **EXHIBIT D1**
YEAR 2021 EXISTING TRAFFIC VOLUMES
UNADJUSTED

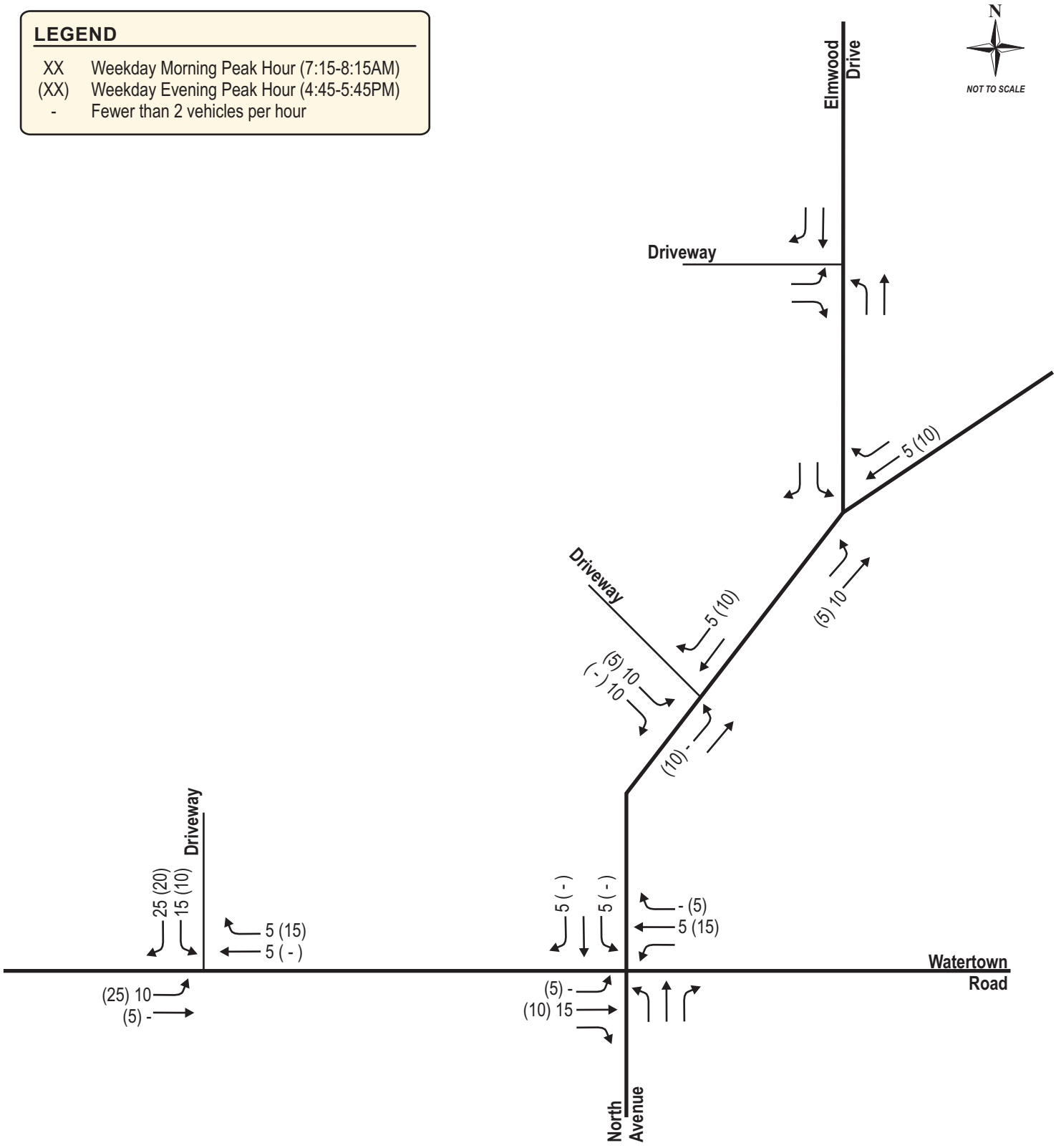
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DRAFT **EXHIBIT D2**
YEAR 2021 EXISTING TRAFFIC VOLUMES
ADJUSTED

PEWAUKEE, WISCONSIN



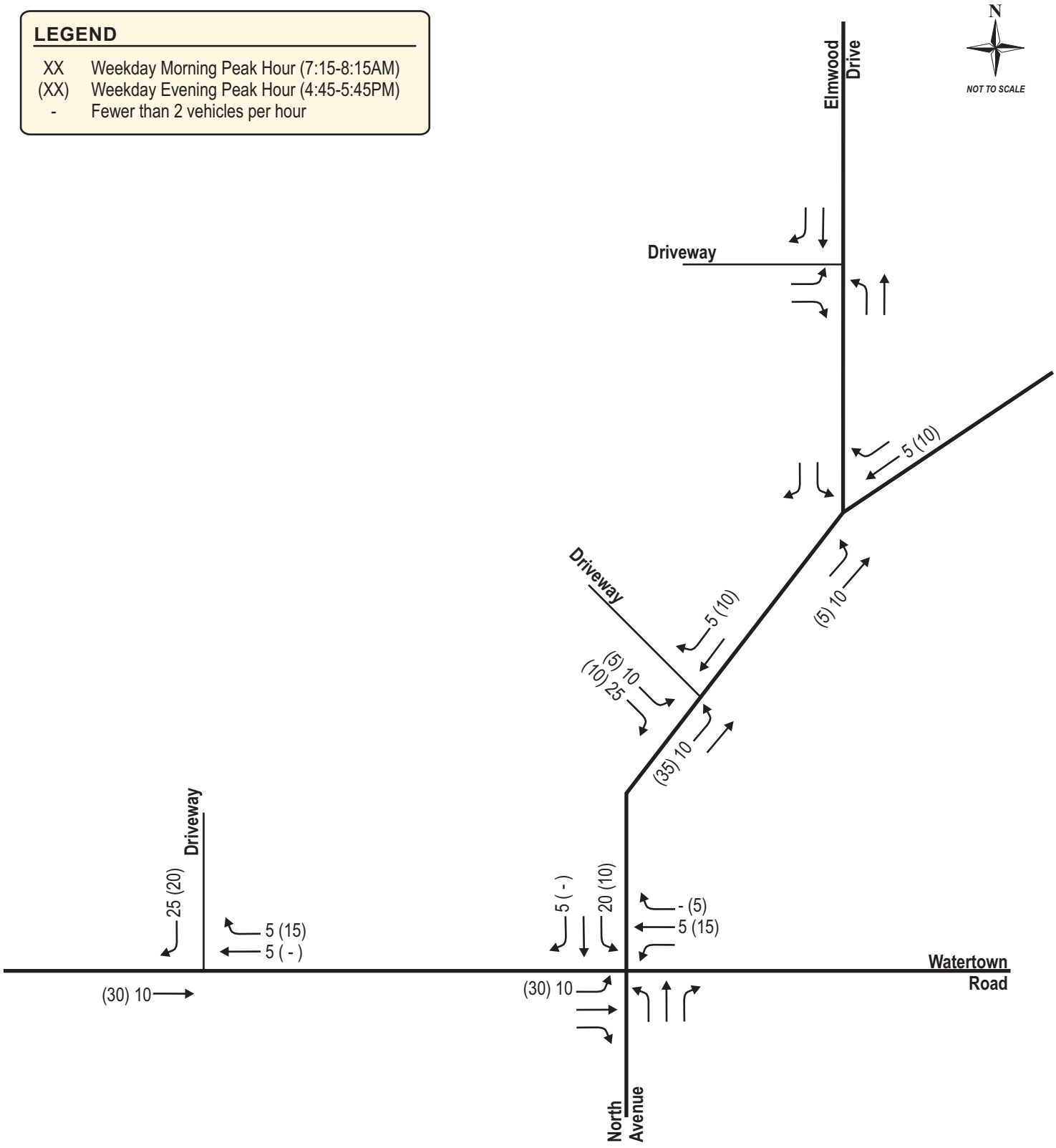
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DRAFT **EXHIBIT E1**

SCENARIO ONE NEW TRIPS

(FULL ACCESS TO WATERTOWN; EMERGENCY ACCESS TO ELMWOOD)

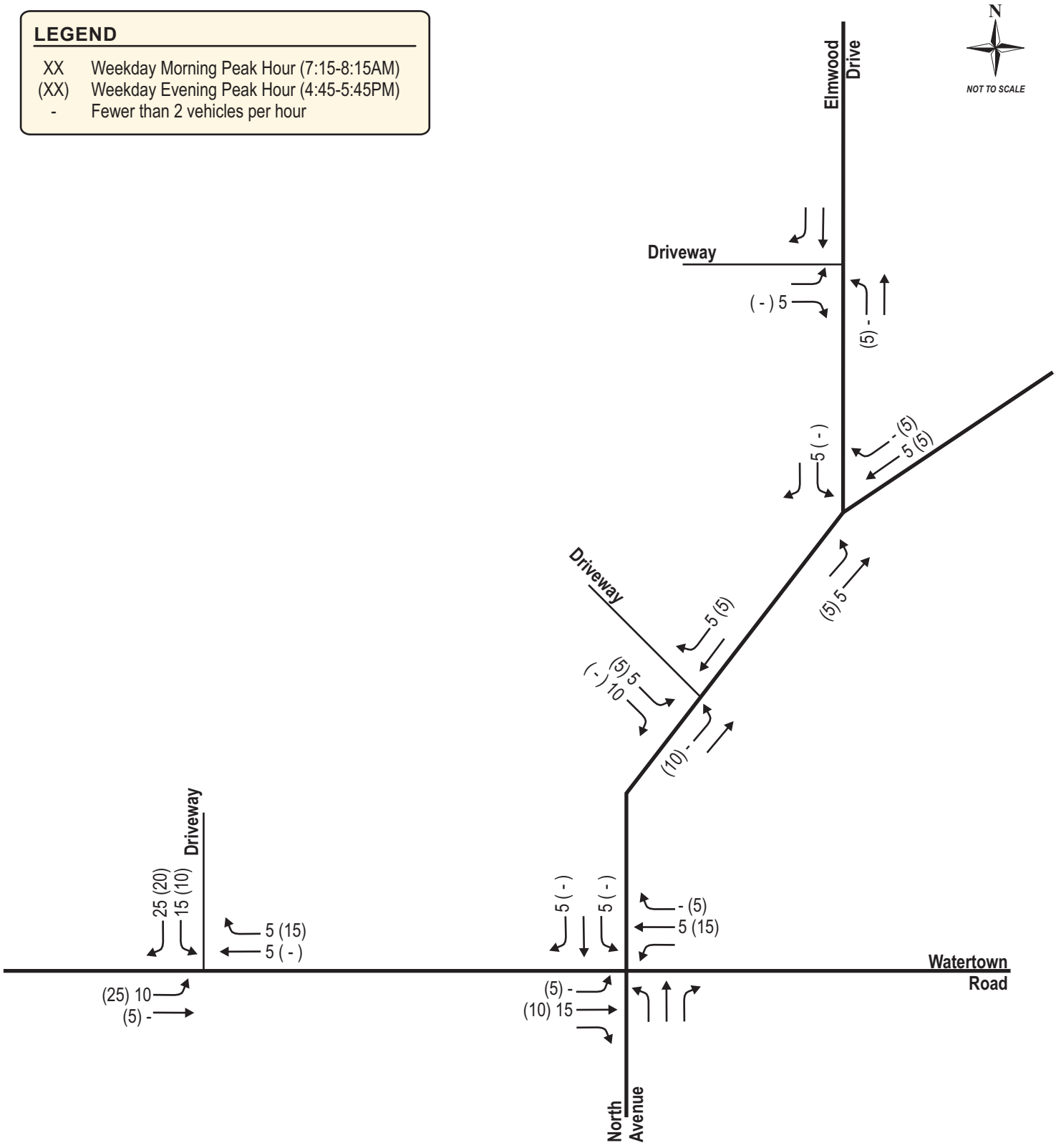
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DRAFT **EXHIBIT E2**
SCENARIO TWO NEW TRIPS
(RI/RO ACCESS TO WATERTOWN; EMERGENCY ACCESS TO ELMWOOD)

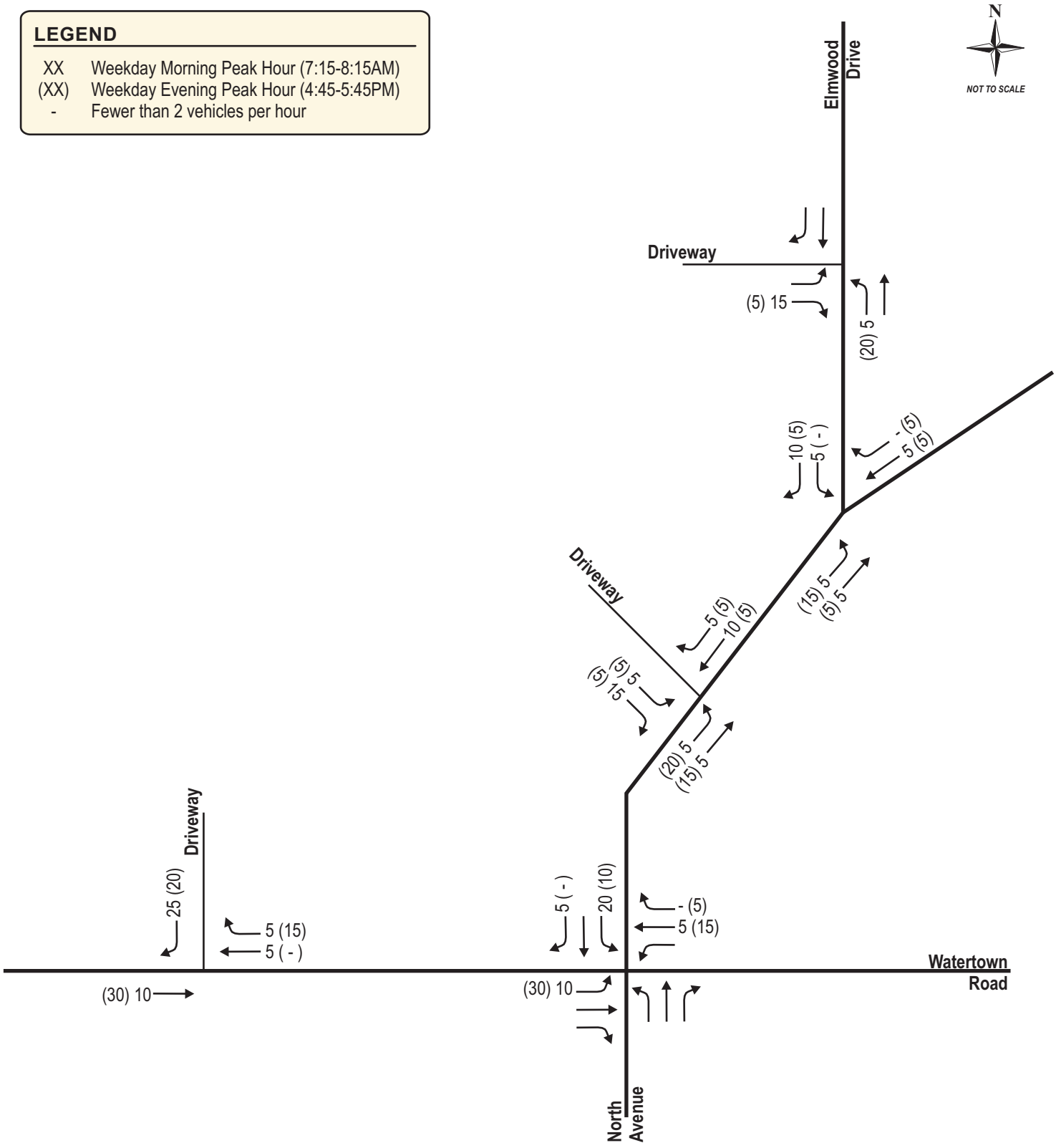
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DRAFT **EXHIBIT E3**
SCENARIO THREE NEW TRIPS
(FULL ACCESS TO WATERTOWN; FULL ACCESS TO ELMWOOD)

PEWAUKEE, WISCONSIN



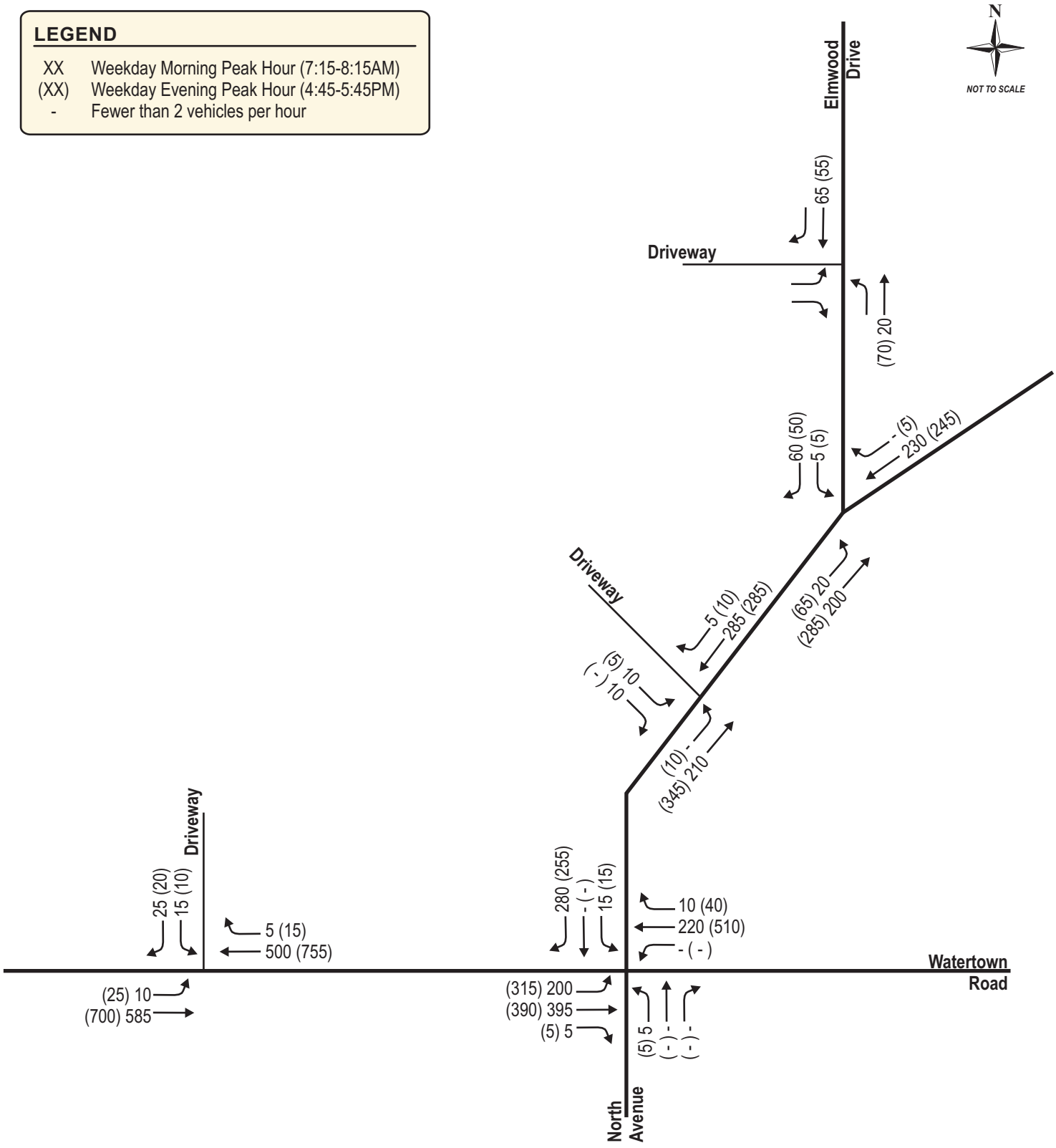
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DRAFT **EXHIBIT E4**

SCENARIO FOUR NEW TRIPS

(RI/RO ACCESS TO WATERTOWN; FULL ACCESS TO ELMWOOD)

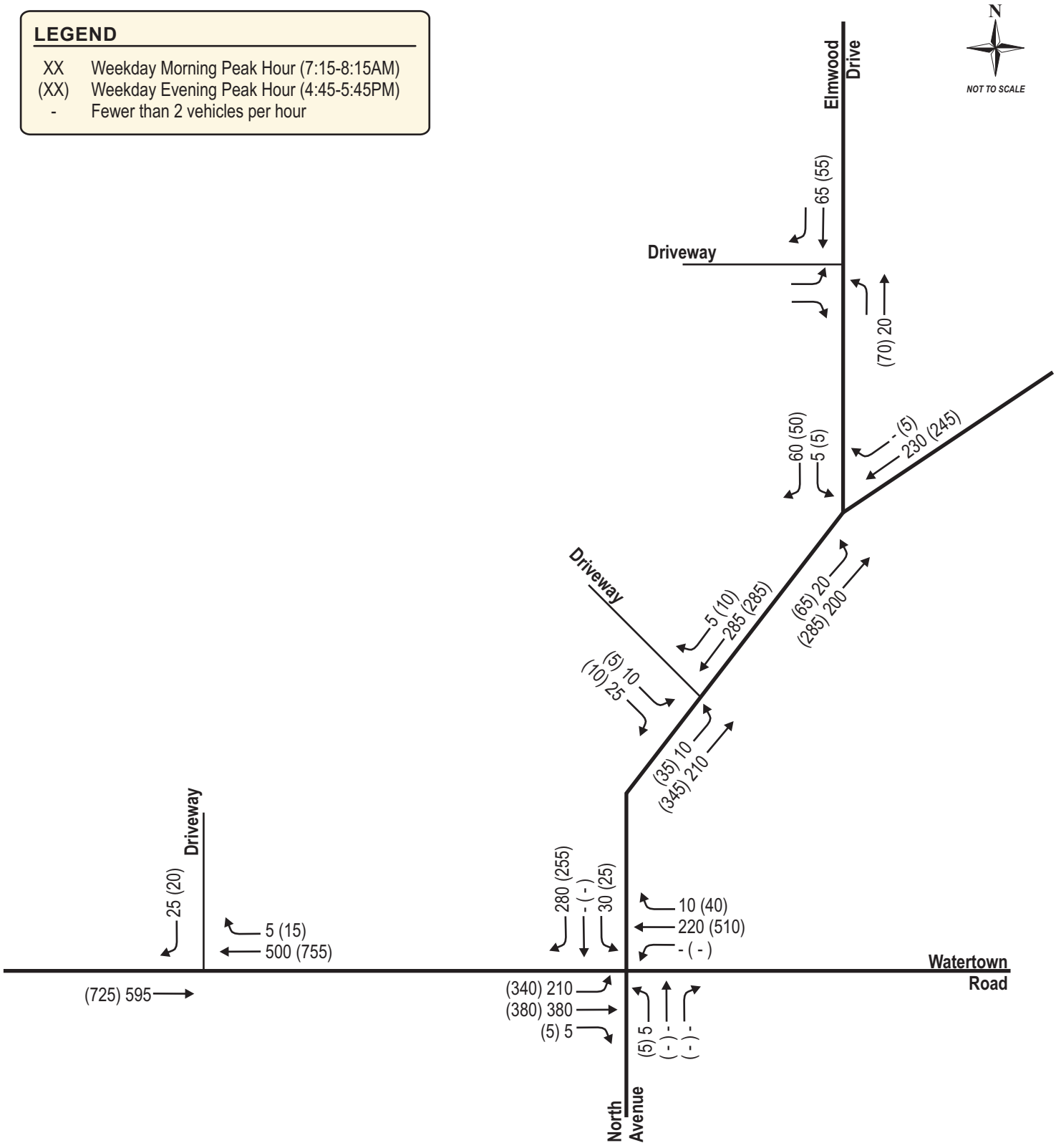
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DRAFT **EXHIBIT F1**
YEAR 2022 SCENARIO ONE BUILD TRAFFIC

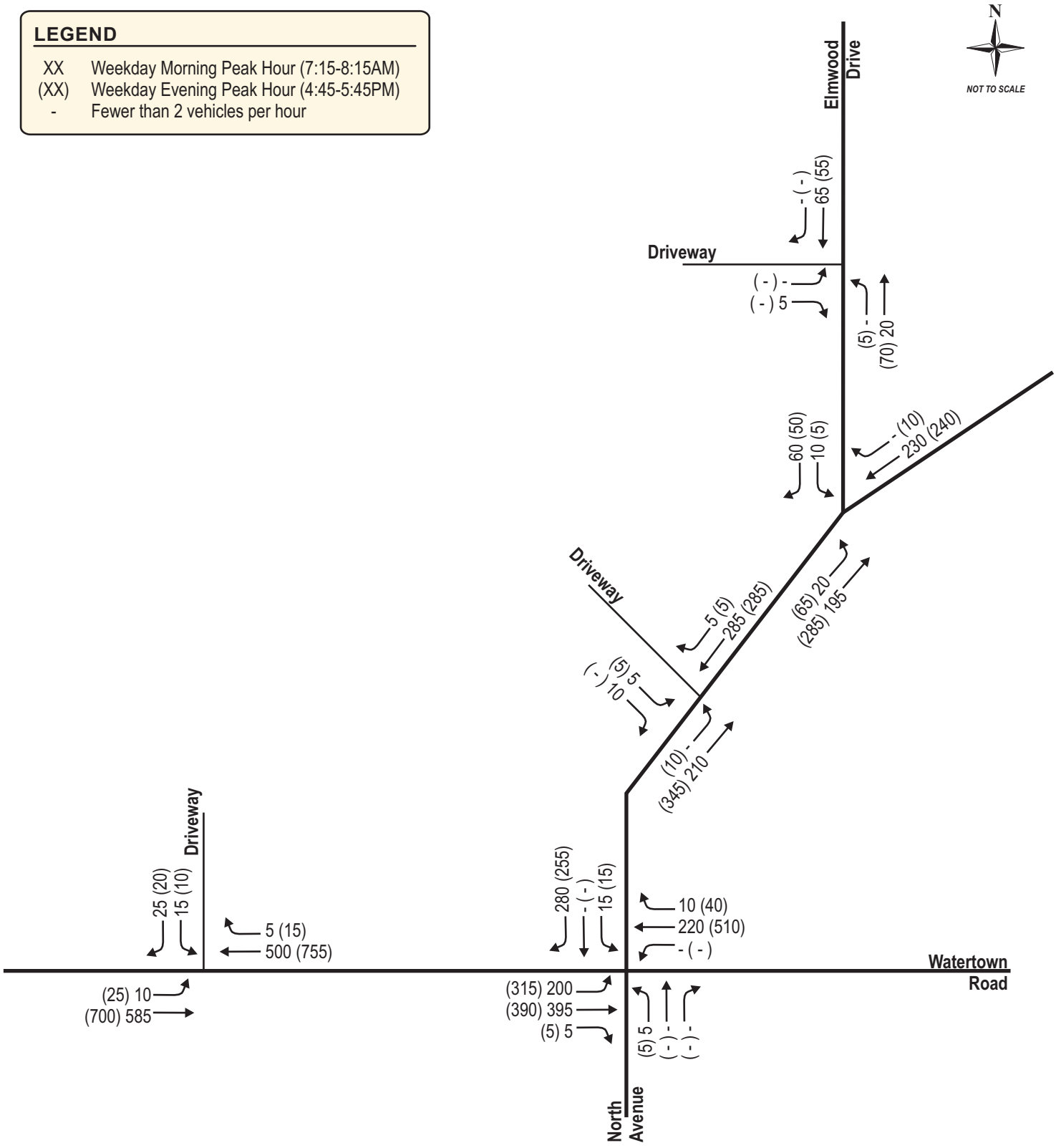
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DRAFT **EXHIBIT F2**
YEAR 2022 SCENARIO TWO BUILD TRAFFIC

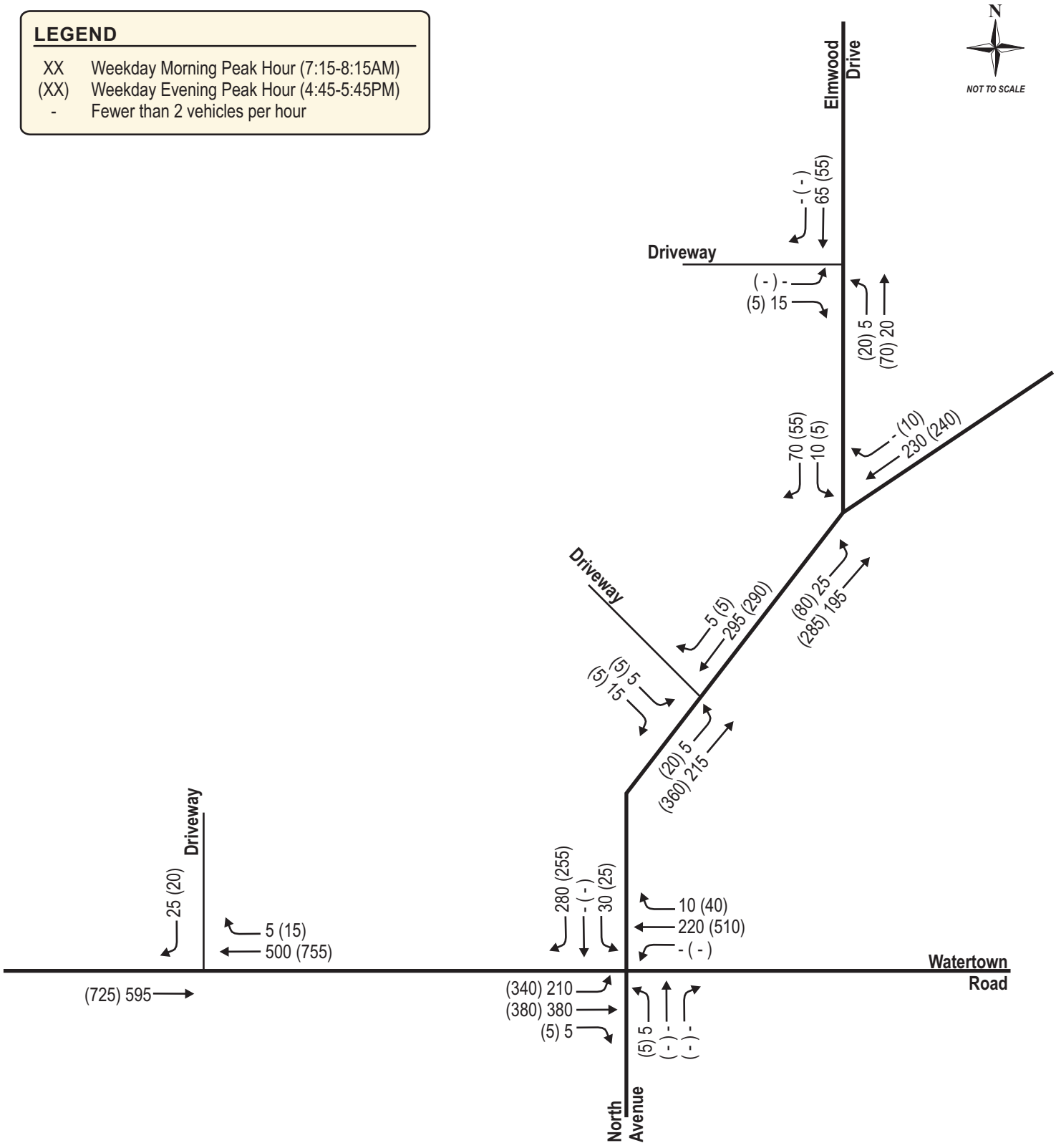
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DRAFT **EXHIBIT F3**
YEAR 2022 SCENARIO THREE BUILD TRAFFIC

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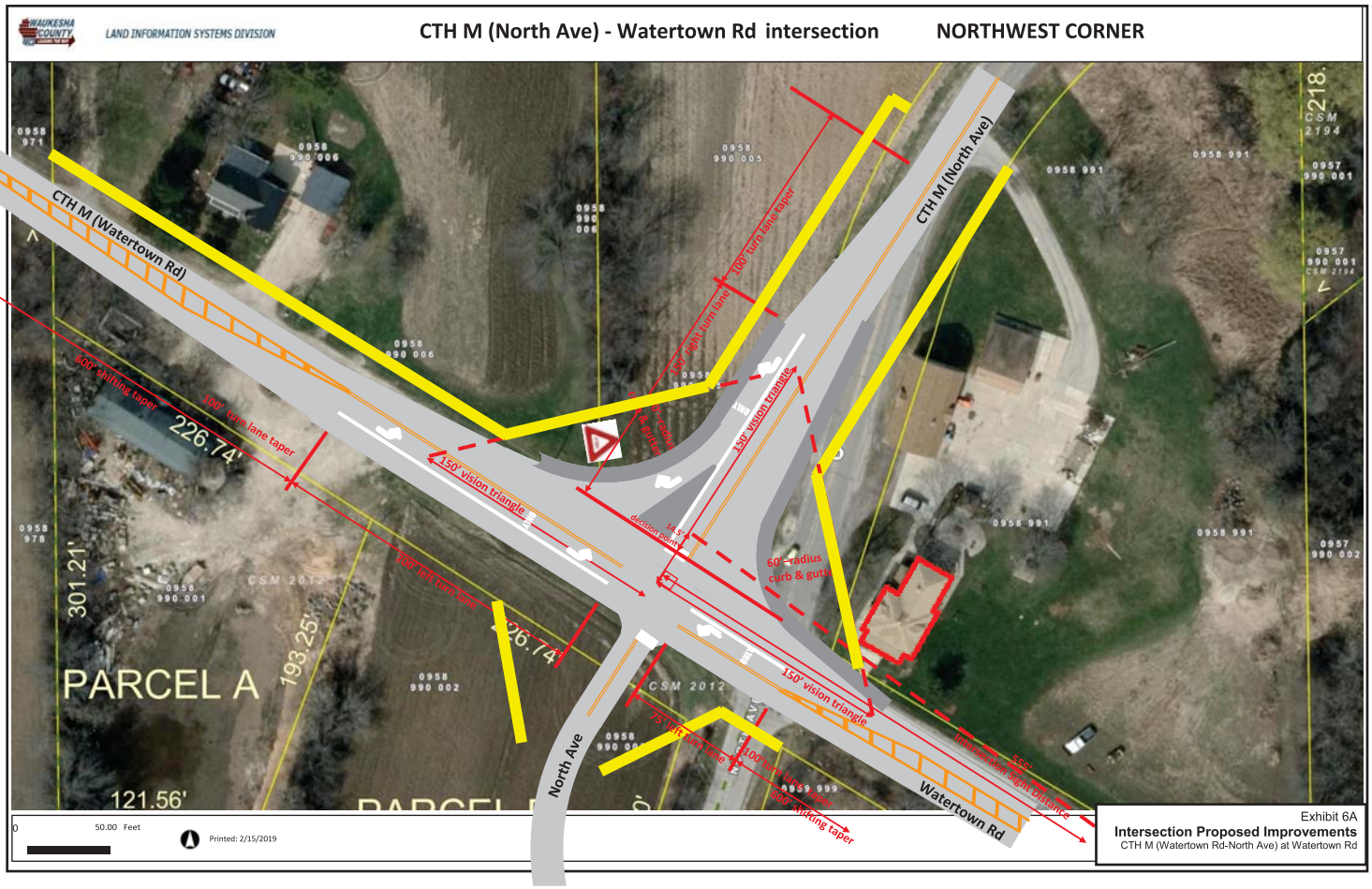
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DRAFT **EXHIBIT F4**

YEAR 2022 SCENARIO FOUR BUILD TRAFFIC

PEWAUKEE, WISCONSIN

NOT TO SCALE

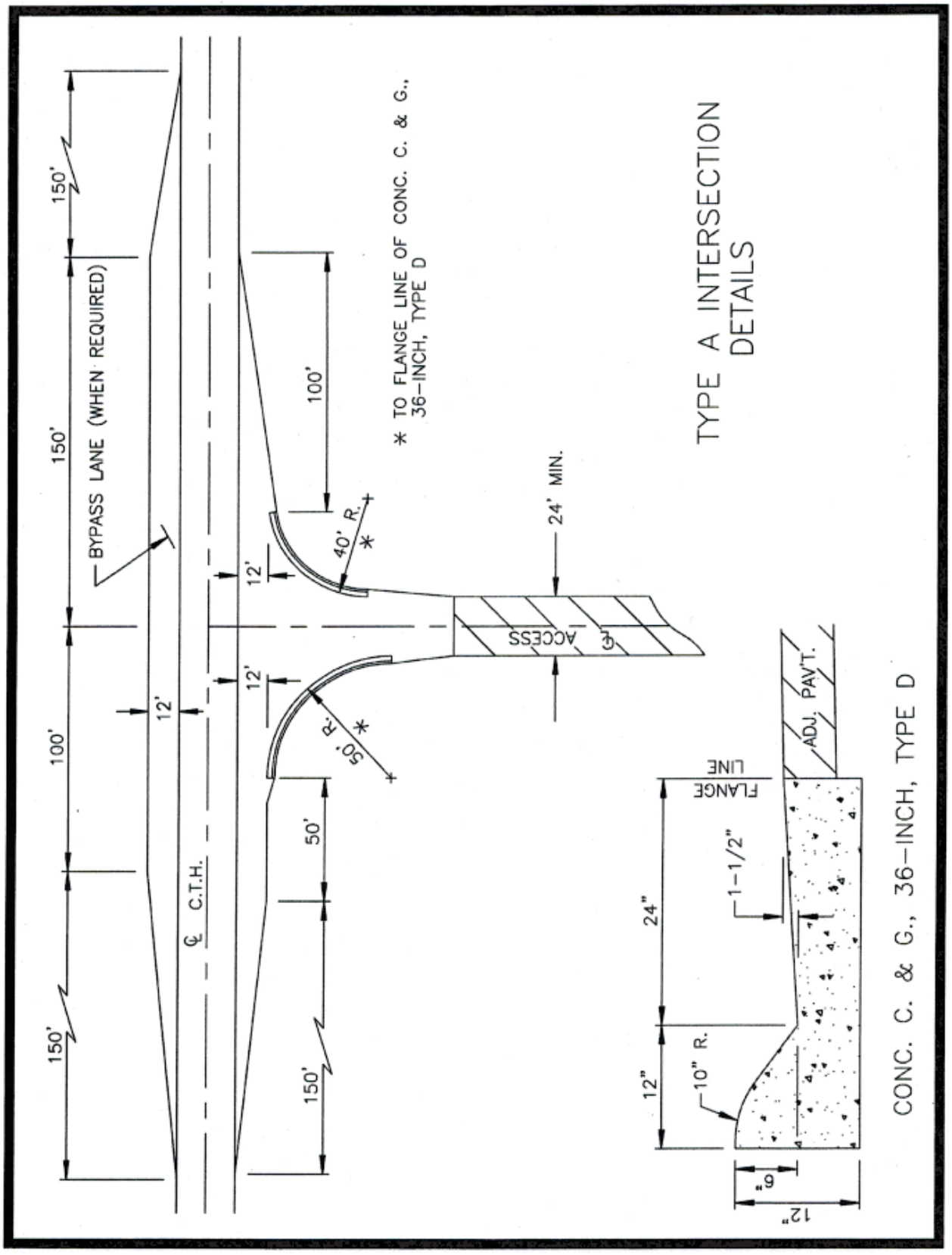


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DRAFT **EXHIBIT G**

COUNTY CONCEPTUAL LAYOUT FOR WATERTOWN & NORTH

PEWAUKEE, WISCONSIN



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DRAFT **EXHIBIT H**

WAUKESHA COUNTY TYPE A INTERSECTION DETAILS

PEWAUKEE, WISCONSIN

Year 2021 Existing Traffic Peak Hour Operating Conditions

With Anticipated Geometrics and Traffic Control

Intersection	Peak Hour	Metric	Level of Service (LOS) per Movement by Approach												I/S LOS & Delay
			Eastbound			Westbound			Northbound			Southbound			
			↗	→	↘	↙	←	↖	↖	↑	↗	↘	↓	↙	
Watertown Road & North Avenue *(Existing Configuration)* *Stop Sign Control (NB/SB)*		*Lanes->*	*1*			*1*			*1*			*1*			
	AM	LOS	A			A			F			C			A
		Delay	8			8			59			16			6
		Queue	20'			20'			20'			75'			
	PM	LOS	B			A			F			F			B
		Delay	10			8			202			55			13
		Queue	40'			20'			20'			200'			
Watertown Road & North Avenue *(With County Plan)* *Stop Sign Control (SB)*		*Lanes->*	*1*	*1*		*1*	*1*		*1*			*1*	*1*		
	AM	LOS	A	*		A	*		F			D	B		A
		Delay	8	*		8	*		55			33	13		5
		Queue	20'	*		20'	*		20'			20'	55'		
	PM	LOS	B	*		A	*		F			F	C		A
		Delay	10	*		8	*		168			93	19		7
		Queue	40'	*		20'	*		20'			30'	75'		
Watertown Road & North Avenue *(With Traffic Signal)* *Traffic Signal Control*		*Lanes->*	*1*	*1*		*1*	*1*		*1*			*1*	*1*		
	AM	LOS	A	A		A	B		B			B	B		A
		Delay	8	6		9	13		15			15	12		9
		Queue	40'	95'		20'	105'		20'			20'	75'		
	PM	LOS	B	A		A	B		C			C	B		B
		Delay	10	4		9	16		20			20	16		11
		Queue	60'	80'		20'	325'		20'			30'	105'		
North Avenue & Elmwood Drive *Stop Sign Control (SB)*		*Lanes->*	*1*		-	-	*1*		-	-	-	*1*			
	AM	LOS	A		-	-	*		-	-	-	B			A
		Delay	7		-	-	*		-	-	-	10			1
		Queue	20'		-	-	*		-	-	-	20'			
	PM	LOS	A		-	-	*		-	-	-	B			A
		Delay	7		-	-	*		-	-	-	10			1
		Queue	20'		-	-	*		-	-	-	20'			

(-) indicates a movement that is prohibited or does not exist; (*) indicates a freeflow movement.

(~) indicates a queue is theoretically infinite.

Delay is reported in seconds. Queue is the maximum of the 50th & 95th percentile queue, measured in feet.

Year 2022 Scenario One Build Traffic Peak Hour Operating Conditions
With Anticipated Geometrics and Traffic Control

Intersection	Peak Hour	Metric	Level of Service (LOS) per Movement by Approach												I/S LOS & Delay
			Eastbound			Westbound			Northbound			Southbound			
			↗	→	↘	↙	←	↖	↖	↑	↗	↘	↓	↙	
Watertown Road &		*Lanes->*	*1*			*1*			*1*			*1*			
North Avenue	AM	LOS	A			A			F			C			A
(Existing Configuration)		Delay	8			8			64			19			6
Stop Sign Control (NB/SB)		Queue	20'			20'			20'			95'			
	PM	LOS	B			A			F			F			C
		Delay	10			8			238			66			15
		Queue	40'			20'			25'			225'			
Watertown Road &		*Lanes->*	*1*	*1*		*1*	*1*		*1*			*1*		*1*	
North Avenue	AM	LOS	A	*		A	*		F			E		B	A
(With County Plan)		Delay	8	*		8	*		59			36		13	5
Stop Sign Control (SB)		Queue	20'	*		20'	*		20'			20'		55'	
	PM	LOS	B	*		A	*		F			F		C	A
		Delay	10	*		8	*		193			103		19	7
		Queue	40'	*		20'	*		20'			30'		80'	
Watertown Road &		*Lanes->*	*1*	*1*		*1*	*1*		*1*			*1*		*1*	
North Avenue	AM	LOS	A	A		B	B		B			B		B	A
(With Traffic Signal)		Delay	8	6		10	13		15			15		12	9
Traffic Signal Control		Queue	40'	100'		20'	105'		20'			20'		75'	
	PM	LOS	B	A		A	B		C			C		B	B
		Delay	10	4		9	16		21			21		16	12
		Queue	60'	85'		20'	355'		20'			30'		105'	
		Lanes->	*1*		-	-	*1*		-	-	-	*1*			
North Avenue &	AM	LOS	A		-	-	*		-	-	-	B			A
Elmwood Drive		Delay	7		-	-	*		-	-	-	10			1
Stop Sign Control (SB)		Queue	20'		-	-	*		-	-	-	20'			
	PM	LOS	A		-	-	*		-	-	-	B			A
		Delay	8		-	-	*		-	-	-	10			1
		Queue	20'		-	-	*		-	-	-	20'			
Watertown Road &		*Lanes->*	*1*	*1*	-	-	*1*	*1*	-	-	-	-	-	-	
Proposed Driveway	AM	LOS	A	*	-	-	*	*	-	-	-	D	-	B	A
(Full Access)		Delay	8	*	-	-	*	*	-	-	-	28	-	12	0
Stop Sign Control (SB)		Queue	20'	*	-	-	*	*	-	-	-	20'	-	20'	
	PM	LOS	A	*	-	-	*	*	-	-	-	E	-	C	A
		Delay	9	*	-	-	*	*	-	-	-	42	-	15	0
		Queue	20'	*	-	-	*	*	-	-	-	20'	-	20'	
		Lanes->	*1*	*1*	-	-	*1*	*1*	-	-	-	*1*			
North Avenue &	AM	LOS	A	*	-	-	*	*	-	-	-	B			A
Proposed Driveway		Delay	8	*	-	-	*	*	-	-	-	11			0
Stop Sign Control (SB)		Queue	20'	*	-	-	*	*	-	-	-	20'			
	PM	LOS	A	*	-	-	*	*	-	-	-	B			A
		Delay	7	*	-	-	*	*	-	-	-	13			0
		Queue	20'	*	-	-	*	*	-	-	-	20'			

(-) indicates a movement that is prohibited or does not exist; (*) indicates a freeflow movement.
(~) indicates a queue is theoretically infinite.
Delay is reported in seconds. Queue is the maximum of the 50th & 95th percentile queue, measured in feet.

Year 2022 Scenario Two Build Traffic Peak Hour Operating Conditions
With Anticipated Geometrics and Traffic Control

Intersection	Peak Hour	Metric	Level of Service (LOS) per Movement by Approach												I/S LOS & Delay
			Eastbound			Westbound			Northbound			Southbound			
			↗	→	↘	↙	←	↖	↖	↑	↗	↘	↓	↙	
Watertown Road & North Avenue *(Existing Configuration)* *Stop Sign Control (NB/SB)*		*Lanes->*	*1*			*1*			*1*			*1*			
	AM	LOS	A			A			F			D			B
		Delay	8			8			65			29			10
		Queue	20'			20'			20'			155'			
	PM	LOS	B			A			F			F			D
		Delay	10			8			269			171			34
		Queue	40'			20'			30'			370'			
Watertown Road & North Avenue *(With County Plan)* *Stop Sign Control (SB)*		*Lanes->*	*1*	*1*		*1*	*1*		*1*			*1*		*1*	
	AM	LOS	A	*		A	*		F			E		B	A
		Delay	8	*		8	*		60			43		13	6
		Queue	20'	*		20'	*		20'			25'		55'	
	PM	LOS	B	*		A	*		F			F		C	A
		Delay	10	*		8	*		225			156		19	9
		Queue	45'	*		20'	*		25'			30'		80'	
Watertown Road & North Avenue *(With Traffic Signal)* *Traffic Signal Control*		*Lanes->*	*1*	*1*		*1*	*1*		*1*			*1*		*1*	
	AM	LOS	A	A		B	B		B			B		B	A
		Delay	8	6		10	13		15			16		12	9
		Queue	45'	95'		20'	110'		20'			30'		75'	
	PM	LOS	B	A		A	B		C			C		B	B
		Delay	10	4		9	17		21			22		16	12
		Queue	75'	85'		20'	360'		20'			40'		105'	
North Avenue & Elmwood Drive *Stop Sign Control (SB)*		*Lanes->*	*1*		-	-	*1*		-	-	-	*1*			
	AM	LOS	A		-	-	*		-	-	-	B			A
		Delay	7		-	-	*		-	-	-	10			1
		Queue	20'		-	-	*		-	-	-	20'			
	PM	LOS	A		-	-	*		-	-	-	B			A
		Delay	8		-	-	*		-	-	-	10			1
		Queue	20'		-	-	*		-	-	-	20'			
Watertown Road & Proposed Driveway *(RI/RO Access)* *Stop Sign Control (SB)*		*Lanes->*	-	*1*	-	-	*1*	*1*	-	-	-	-	-	*1*	
	AM	LOS	-	*	-	-	*	*	-	-	-	-	-	B	A
		Delay	-	*	-	-	*	*	-	-	-	-	-	12	0
		Queue	-	*	-	-	*	*	-	-	-	-	-	20'	
	PM	LOS	-	*	-	-	*	*	-	-	-	-	-	C	A
		Delay	-	*	-	-	*	*	-	-	-	-	-	15	0
		Queue	-	*	-	-	*	*	-	-	-	-	-	20'	
North Avenue & Proposed Driveway *Stop Sign Control (SB)*		*Lanes->*	*1*	*1*	-	-	*1*	*1*	-	-	-	*1*			
	AM	LOS	A	*	-	-	*	*	-	-	-	B			A
		Delay	8	*	-	-	*	*	-	-	-	11			0
		Queue	20'	*	-	-	*	*	-	-	-	20'			
	PM	LOS	A	*	-	-	*	*	-	-	-	B			A
		Delay	8	*	-	-	*	*	-	-	-	12			0
		Queue	20'	*	-	-	*	*	-	-	-	20'			

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(~) indicates a queue is theoretically infinite.
Delay is reported in seconds. Queue is the maximum of the 50th & 95th percentile queue, measured in feet.

Year 2022 Scenario Three Build Traffic Peak Hour Operating Conditions
With Anticipated Geometrics and Traffic Control

Intersection	Peak Hour	Metric	Level of Service (LOS) per Movement by Approach												I/S LOS & Delay
			Eastbound			Westbound			Northbound			Southbound			
			↗	→	↘	↙	←	↖	↖	↑	↗	↘	↓	↙	
Watertown Road & North Avenue *(Existing Configuration)* *Stop Sign Control (NB/SB)*		*Lanes->*	*1*			*1*			*1*			*1*			
	AM	LOS	A			A			F			C			A
		Delay	8			8			64			19			6
		Queue	20'			20'			20'			95'			
	PM	LOS	B			A			F			F			C
		Delay	10			8			238			66			15
		Queue	40'			20'			25'			225'			
Watertown Road & North Avenue *(With County Plan)* *Stop Sign Control (SB)*		*Lanes->*	*1*	*1*		*1*	*1*		*1*			*1*		*1*	
	AM	LOS	A	*		A	*		F			E		B	A
		Delay	8	*		8	*		59			36		13	5
		Queue	20'	*		20'	*		20'			20'		55'	
	PM	LOS	B	*		A	*		F			F		C	A
		Delay	10	*		8	*		193			103		19	7
		Queue	40'	*		20'	*		20'			30'		80'	
Watertown Road & North Avenue *(With Traffic Signal)* *Traffic Signal Control*		*Lanes->*	*1*	*1*		*1*	*1*		*1*			*1*		*1*	
	AM	LOS	A	A		B	B		B			B		B	A
		Delay	8	6		10	13		15			15		12	9
		Queue	40'	100'		20'	105'		20'			20'		75'	
	PM	LOS	B	A		A	B		C			C		B	B
		Delay	10	4		9	16		21			21		16	12
		Queue	60'	85'		20'	355'		20'			30'		105'	
North Avenue & Elmwood Drive *Stop Sign Control (SB)*		*Lanes->*	*1*		-	-	*1*	-	-	-	-	*1*			
	AM	LOS	A		-	-	*	-	-	-	-	B			A
		Delay	7		-	-	*	-	-	-	-	10			1
		Queue	20'		-	-	*	-	-	-	-	20'			
	PM	LOS	A		-	-	*	-	-	-	-	B			A
		Delay	8		-	-	*	-	-	-	-	10			1
		Queue	20'		-	-	*	-	-	-	-	20'			
Watertown Road & Proposed Driveway *(Full Access)* *Stop Sign Control (SB)*		*Lanes->*	*1*	*1*	-	-	*1*	*1*	-	-	-	-	-	-	
	AM	LOS	A	*	-	-	*	*	-	-	-	D	-	B	A
		Delay	8	*	-	-	*	*	-	-	-	28	-	12	0
		Queue	20'	*	-	-	*	*	-	-	-	20'	-	20'	
	PM	LOS	A	*	-	-	*	*	-	-	-	E	-	C	A
		Delay	9	*	-	-	*	*	-	-	-	42	-	15	0
		Queue	20'	*	-	-	*	*	-	-	-	20'	-	20'	
North Avenue & Proposed Driveway *Stop Sign Control (SB)*		*Lanes->*	*1*	*1*	-	-	*1*	*1*	-	-	-	*1*			
	AM	LOS	A	*	-	-	*	*	-	-	-	B			A
		Delay	8	*	-	-	*	*	-	-	-	11			0
		Queue	20'	*	-	-	*	*	-	-	-	20'			
	PM	LOS	A	*	-	-	*	*	-	-	-	B			A
		Delay	7	*	-	-	*	*	-	-	-	13			0
		Queue	20'	*	-	-	*	*	-	-	-	20'			
Elmwood Drive & Potential Driveway *Stop Sign Control (EB)*		*Lanes->*	*1*			-	-	-	*1*		-	-	*1*		
	AM	LOS	A			-	-	-	A		-	-	*		A
		Delay	8			-	-	-	7		-	-	*		0
		Queue	20'			-	-	-	20'		-	-	*		
	PM	LOS	A			-	-	-	A		-	-	*		A
		Delay	9			-	-	-	7		-	-	*		0
		Queue	20'			-	-	-	20'		-	-	*		

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TRAFFIC ANALYSIS & DESIGN, INC.
2722; 8/25/2021

DRAFT **EXHIBIT J3**

YEAR 2022 SCENARIO THREE BUILD TRAFFIC OPERATIONS & QUEUES
(FULL ACCESS TO WATERTOWN; FULL ACCESS TO ELMWOOD)

PEWAUKEE, WISCONSIN

Year 2022 Scenario Four Build Traffic Peak Hour Operating Conditions
With Anticipated Geometrics and Traffic Control

Intersection	Peak Hour	Metric	Level of Service (LOS) per Movement by Approach												I/S LOS & Delay
			Eastbound			Westbound			Northbound			Southbound			
			↗	→	↘	↙	←	↖	↖	↑	↗	↘	↓	↙	
Watertown Road & North Avenue *(Existing Configuration)* *Stop Sign Control (NB/SB)*		*Lanes->*	*1*			*1*			*1*			*1*			
	AM	LOS	A			A			F			D			B
		Delay	8			8			65			29			10
		Queue	20'			20'			20'			155'			
	PM	LOS	B			A			F			F			D
		Delay	10			8			269			171			34
		Queue	40'			20'			30'			370'			
Watertown Road & North Avenue *(With County Plan)* *Stop Sign Control (SB)*		*Lanes->*	*1*	*1*		*1*	*1*		*1*			*1*		*1*	
	AM	LOS	A	*		A	*		F			E		B	A
		Delay	8	*		8	*		60			43		13	6
		Queue	20'	*		20'	*		20'			25'		55'	
	PM	LOS	B	*		A	*		F			F		C	A
		Delay	10	*		8	*		225			156		19	9
		Queue	45'	*		20'	*		25'			30'		80'	
Watertown Road & North Avenue *(With Traffic Signal)* *Traffic Signal Control*		*Lanes->*	*1*	*1*		*1*	*1*		*1*			*1*		*1*	
	AM	LOS	A	A		B	B		B			B		B	A
		Delay	8	6		10	13		15			16		12	9
		Queue	45'	95'		20'	110'		20'			30'		75'	
	PM	LOS	B	A		A	B		C			C		B	B
		Delay	10	4		9	17		21			22		16	12
		Queue	75'	85'		20'	360'		20'			40'		105'	
North Avenue & Elmwood Drive *Stop Sign Control (SB)*		*Lanes->*	*1*		-	-	*1*		-	-	-	*1*			
	AM	LOS	A		-	-	*		-	-	-	B			A
		Delay	8		-	-	*		-	-	-	10			2
		Queue	20'		-	-	*		-	-	-	20'			
	PM	LOS	A		-	-	*		-	-	-	B			A
		Delay	8		-	-	*		-	-	-	10			1
		Queue	20'		-	-	*		-	-	-	20'			
Watertown Road & Proposed Driveway *(RI/RO Access)* *Stop Sign Control (SB)*		*Lanes->*	-	*1*	-	-	*1*	*1*	-	-	-	-	-	*1*	
	AM	LOS	-	*	-	-	*	*	-	-	-	-	-	B	A
		Delay	-	*	-	-	*	*	-	-	-	-	-	12	0
		Queue	-	*	-	-	*	*	-	-	-	-	-	20'	
	PM	LOS	-	*	-	-	*	*	-	-	-	-	-	C	A
		Delay	-	*	-	-	*	*	-	-	-	-	-	15	0
		Queue	-	*	-	-	*	*	-	-	-	-	-	20'	
North Avenue & Proposed Driveway *Stop Sign Control (SB)*		*Lanes->*	*1*	*1*	-	-	*1*	*1*	-	-	-	*1*			
	AM	LOS	A	*	-	-	*	*	-	-	-	B			A
		Delay	8	*	-	-	*	*	-	-	-	11			0
		Queue	20'	*	-	-	*	*	-	-	-	20'			
	PM	LOS	A	*	-	-	*	*	-	-	-	B			A
		Delay	8	*	-	-	*	*	-	-	-	12			0
		Queue	20'	*	-	-	*	*	-	-	-	20'			
Elmwood Drive & Potential Driveway *Stop Sign Control (EB)*		*Lanes->*	*1*			-	-	-	*1*		-	-	*1*		
	AM	LOS	A			-	-	-	A		-	-	*		A
		Delay	8			-	-	-	7		-	-	*		1
		Queue	20'			-	-	-	20'		-	-	*		
	PM	LOS	A			-	-	-	A		-	-	*		A
		Delay	8			-	-	-	7		-	-	*		1
		Queue	20'			-	-	-	20'		-	-	*		

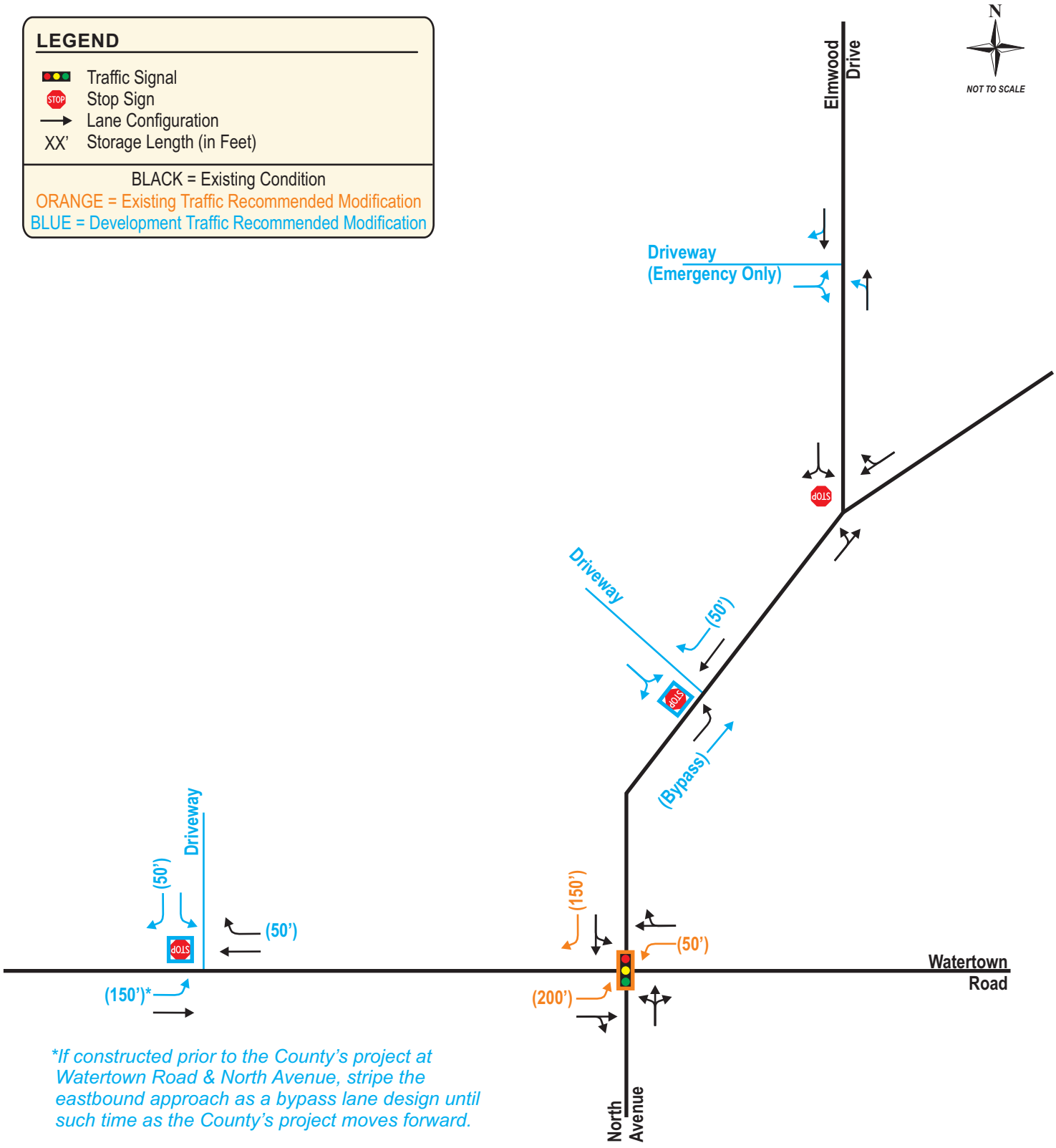
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TRAFFIC ANALYSIS & DESIGN, INC.
2722; 8/25/2021

DRAFT **EXHIBIT J4**

YEAR 2022 SCENARIO FOUR BUILD TRAFFIC OPERATIONS & QUEUES
(RIRO ACCESS TO WATERTOWN; FULL ACCESS TO ELMWOOD)

PEWAUKEE, WISCONSIN



TRAFFIC ANALYSIS & DESIGN, INC.
2722; 8/25/2021

DRAFT **EXHIBIT K**
RECOMMENDED MODIFICATIONS

PEWAUKEE, WISCONSIN

CITY OF PEWAUKEE
COMMON COUNCIL AGENDA ITEM 7.

DATE: October 4, 2021

DEPARTMENT: PW - Engineering

PROVIDED BY: Magdelene Wagner

SUBJECT:

Discussion and Possible Action to Approve the Knutson CSM Development Agreement and Establish the Amount of the Letter of Credit [Wagner].

BACKGROUND:

Development that involve the construction of public infrastructure require a development agreement and letter of credit. The Knutson CSM development consists of 3 single family lots and an outlot that will be created West of Peterson Drive and East of the Five O'clock Club. The development has sanitary sewer lateral extensions for the lots and water main extension, and water lateral extensions that will be installed to support the development of the parcel.

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

FINANCIAL IMPACT:

All City costs are paid by the Developer. The cost of future maintenance and replacement will be the Utility's responsibility.

Long term financial impacts were not reviewed.

RECOMMENDED MOTION:

We recommend the Common Council approve the Knutson CSM Development Agreement, contingent upon any requirements of the City Attorney and City Engineer, and establish the initial amount of the letter of credit at $xxx in a form approved by the City Attorney.

ATTACHMENTS:

Description

Draft Developer's Agreement

CSM

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

~~MODEL~~ DEVELOPER'S AGREEMENT
FOR
~~*(name of Development)*~~*J&R DREAMFIELD SUBDIVISION*
CITY OF PEWAUKEE, WAUKESHA COUNTY, WISCONSIN

THIS AGREEMENT made this _____ day of ~~_____~~, August, ~~_____~~, 2021, between ~~*(Developer's Name)*~~ *J&R Dreamfield*, a ~~*(type of entity)*~~ *LLC*, ~~*(Address)*~~*N28 W26658 Peterson Drive, Pewaukee, WI 53072*_____, 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 the municipal ordinance regulating land division and development; and

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

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

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

WHEREAS, the DEVELOPER and CITY desire to enter into this agreement in order to ensure that the DEVELOPER will make and install all public improvements which are reasonably necessary and further that the DEVELOPER shall dedicate the public improvements to the CITY, provided that said public improvements are constructed to municipal specifications, in accordance with the provisions of the City Ordinances ~~all applicable government regulations, 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 approved by the CITY Plan Commission and CITY Common council, conditions of certain agencies and individuals

in the County, all CITY ordinances ~~and all laws and regulations governing said development~~; and

WHEREAS, the Plan Commission of the CITY has given conditional Preliminary Plat approval to the development, as shown on the document marked "Preliminary Plat" on file in the CITY Clerk's office, conditioned in part upon the DEVELOPER and the CITY entering into a DEVELOPER's Agreement, as well as other conditions as approved by the CITY Common council; and

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

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

DEVELOPER'S COVENANTS

SECTION I. IMPROVEMENTS

A. PUBLIC STREETS: The DEVELOPER hereby agrees that:

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

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

3. Construction of the public streets providing access to and fronting a specific lot will be completed, presented and accepted by the CITY Common council through the first lifts of asphalt before any building permits are issued for said lot.

4. The first lifts of the public streets will be completed and presented to the CITY Common council no later than _____, or as extended by the CITY Common council. If the public street plan is phased pursuant to a phasing plan approved by the CITY Common council, the first lifts of the second phase of the public streets will be completed and presented to the CITY Common council no later than _____, or as extended by the CITY Common council.

5. The final lift of asphalt shall be placed on all public streets after at least one winter season, but not later than _____, unless extended by the CITY Common council. If the public street plan is phased pursuant to the phasing plan approved by the CITY Common council, the final lift of asphalt shall

be placed on all the public streets after at least one winter season, but no later than _____, unless extended by the CITY Common council.

6. The DEVELOPER shall maintain public streets, including snowplowing, unless otherwise approved by the CITY Administrator, until accepted by resolution by the CITY Common council.

7. The DEVELOPER shall furnish "as built" plans showing changes from the construction plans, pursuant to specifications approved by the CITY Engineer. Said "as builts" shall be on reproducible mylar and digital file, and shall include field locations and hydrant valves and curb stops, if any.

8. Contractors working on the development or on individual lots are required to clean up all mud, dirt, stone or debris on the streets no later than the end of each working day. In addition, the DEVELOPER shall have ultimate responsibility for cleaning up any and all mud, dirt, stone or debris on the streets until such time as the final lift of asphalt has been installed by the DEVELOPER and accepted by the CITY 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)~~ seventy-two (72) 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, all in accordance with the plans, specifications and drawings on file in the CITY Clerk's office and all ~~applicable Federal, State and~~ CITY ordinances, specifications, regulations and guidelines for the construction of sewerage systems in the CITY and as approved by the CITY Engineer.

3. To clean all sanitary sewers in the SUBJECT LANDS prior to acceptance of the improvements and issuance of building permits by the CITY.

4. To furnish "as built" plans of the sanitary sewage system for the SUBJECT LANDS, including locations of laterals to lot lines, pursuant to specifications approved by the CITY Engineer prior to the issuance of building permits.

5. To 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.

6. That no building permits shall be issued until

7. ~~-~~the sanitary sewer system for the SUBJECT LANDS has been dedicated to and accepted by the CITY.

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 on file in the CITY Clerk's office and all applicable ~~Federal, State and~~ CITY ordinances, specifications, regulations and guidelines for the construction of water systems in the CITY and as approved by the CITY Engineer.

3. The DEVELOPER shall furnish "as built" plans showing changes from the construction plans, pursuant to specifications approved by the CITY Engineer. Subject to intellectual property rights, said "as built" plans shall be on reproducible mylar and digital file, and shall include field locations and hydrant valves and curb stops, if any.

4. That no building permits shall be issued until the water system for the SUBJECT LANDS has been dedicated to and accepted by the CITY.

D. SURFACE AND STORM WATER DRAINAGE: 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 surface and storm water drainage facilities and erosion control plans are in conformance with all ~~federal,~~ state, county and CITY regulations, guidelines, specifications, laws and ordinances, and written proof that the CITY Engineer and the Waukesha County Department of Park and Land Use, Land Resources Division, if applicable, have reviewed and approved said plans.

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 all plans and specifications on file in the CITY Clerk's office, and all applicable ~~federal,~~ state, county and CITY regulations, guidelines, specifications, laws and ordinances, and as reviewed and approved by the CITY Engineer and the Waukesha County Department of Park and Land Use, Land Resources Division, if applicable, including where necessary as determined by the CITY Engineer, curb, gutter, storm sewers, catch basins and infiltration/retention/ detention basins.

3. The DEVELOPER agrees that the site grading and construction of surface and storm water drainage facilities shall be completed and accepted by the CITY Common council before any building permits are issued.

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

5. The CITY Common council will not accept the surface and storm water drainage system until the entire system is installed and landscaped in accordance with plans and specifications ~~to the satisfaction of~~approved by the CITY Engineer.

6. The DEVELOPER shall clean all storm sewers, if any, prior to issuance of building permits and acceptance of improvements by the CITY Common council.

7. ~~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.~~Intentionally Omitted.

8. To furnish "as built" plans of the entire drainage system, pursuant to specifications approved by the CITY Engineer prior to the issuance of building permits, if required by the CITY Engineer.

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

1. Prior to commencing site grading and excavation, 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, county and local regulations, guidelines, specifications~~, laws~~ and ordinances, including proof of notification of land disturbances to the State of Wisconsin Department of Natural Resources, if applicable, and written proof that the CITY Engineer and the Waukesha County Department of Park and Land Use, Land Resources Division, 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, the Waukesha County Department of Park and Land Use, Land Resources Division, and Army Corps of Engineers, if applicable.

3. All disturbed areas shall be restored to the satisfaction of the CITY Engineer within ~~seven (7)~~twenty-one (21) days of disturbance. Any cash or letter of credit posted with the CITY will not be released until the CITY Engineer is satisfied that ~~no further~~all erosion measures ~~are required~~have been completed per the plans and specifications approved 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,

drainageways, building foundation sites, private driveways, soil absorption waste disposal areas, 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 per the site plan approved by the CITY Engineer.

3. Landscaping and removal of unwanted items~~, including buildings~~, will be completed and certified as complete by the CITY Engineer prior to the issuance of any building permits.

4. The DEVELOPER shall delineate all wetlands that are on or adjacent to private lots by means of cedar posts, ~~as approved by the CITY staff~~per the site plans approved by the CITY Engineer, prior to the issuance of building permits.

5. The CITY has the right to trim and remove any features which would interfere with safe operation and maintenance of the CITY right-of-ways and drainageways.

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

1. Street signs~~, traffic control signs,~~ culverts~~,~~ and posts ~~and guard rails~~ as required by the ~~CITY~~ the approved site plans shall be obtained and placed by the CITY, or by the DEVELOPER with approval of the CITY, and the cost thereof shall be paid by the DEVELOPER.

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

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

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

~~I. 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.~~Intentionally Omitted.

SECTION II. TIME OF COMPLETION OF IMPROVEMENTS:

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

SECTION III. FINAL ACCEPTANCE.

Throughout this agreement, various stages of the development will require approval by the CITY. "Final Acceptance" as used herein, however, shall be the ultimate acceptance of all of the improvements in the completed development as a whole, and shall be granted specifically by separate resolution of the CITY Common council. The two-year guarantee period provided for in this agreement shall not commence to run until Final Acceptance. The issuance of building permits and approval of various items of development shall not commence the two-year guarantee period.

SECTION IV. DEDICATION OF IMPROVEMENTS:

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

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

SECTION V. ACCEPTANCE OF WORK AND DEDICATION:

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

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

The ultimate responsibility for the proper design and installation of streets, water facilities, drainage facilities, ditches, landscaping and all other improvements are upon the DEVELOPER. The fact that the CITY or its engineer, or its attorney, or its staff may

approve a specific project shall not constitute a waiver, or relieve the DEVELOPER from the ultimate responsibility for the design, performance and function of the development and related infrastructure.

SECTION VII. GUARANTEES OF IMPROVEMENTS:

A. Guarantee. The DEVELOPER shall guarantee after Final Acceptance, the public improvements and all other improvements described in Section I hereof, against defects due to faulty materials or workership, provided that such defects appear within a period of two years from the date of Final Acceptance, by providing the CITY with cash or a letter of credit in a form acceptable to the CITY Attorney in an aggregate amount of ten percent (10%) of the total cost of all improvements. The DEVELOPER shall pay for any damages to CITY property and/or improvements resulting from such faulty materials or workership. This guarantee shall not be a bar to any action the CITY might have for negligent workership or materials. Wisconsin law on negligence shall govern such situations. If the DEVELOPER fails to pay for any damages or defects to CITY property and/or improvements, and the CITY is required to draw against the cash or letter of credit on file with the CITY, the DEVELOPER is required to replenish said monies up to the aggregate amount of ten percent (10%) of the total cost of all 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 workership, the DEVELOPER shall, upon notification by the CITY the necessity for such repair or replacement, make such repair or replacement, at its own cost and expense. Should the DEVELOPER fail to make such repair or replacement within ~~the~~ a reasonable time specified by the CITY in the aforementioned notification, after notice has been sent as provided herein, the CITY Common council may cause such work to be done, but has no obligation to do so, either by contract or otherwise, and the CITY Common council may draw upon such guarantee security to pay any costs or expenses incurred in connection with such repairs or replacements. Should the costs or expenses incurred by the CITY Common council in repairing or replacing any portion of the improvements covered by this guarantee exceed the amount of the guarantee security, then the DEVELOPER shall immediately pay any excess cost or expense incurred in the correction process.

D. Maintenance Prior to Acceptance.

1. All improvements shall be maintained by the DEVELOPER so they conform to the approved plans and specifications at the time of their Final Acceptance by the CITY Common council. This maintenance shall include routine maintenance, such as crack filling, roadway patching and the like. In cases where emergency maintenance is required, the CITY Common council retains the right to complete the required emergency maintenance in a timely fashion and bill the

DEVELOPER for all such associated costs. Said bill shall be paid ~~immediately~~ within fifteen (15) days by the DEVELOPER. The DEVELOPER'S obligation to maintain all improvements shall expire at the expiration of the guarantee period.

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

3. In the event drainage problems arise within the SUBJECT LANDS or related activities on the SUBJECT LANDS as a result of the DEVELOPER'S failure to perform in accordance with the drainage and erosion plan approved by the CITY Engineer, the DEVELOPER shall correct such problems to the satisfaction of the CITY ~~Staff~~Engineer. 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 Common council is satisfied that the DEVELOPER has restored all areas per the approved site plans which were disturbed because of this development.

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

SECTION VIII. CITY RESPONSIBILITY FOR IMPROVEMENTS:

The CITY shall not be responsible to perform repair, maintenance, or snow plowing, unless otherwise approved by the CITY Administrator, on any improvements until accepted by the CITY Common council.

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

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

SECTION X. FINANCIAL GUARANTEE:

Prior to the execution of this agreement by the CITY Common council, the DEVELOPER shall file with the CITY cash or a letter of credit setting forth terms and conditions in a form approved by the CITY Attorney in ~~the~~ an amount ~~as approved by the CITY Engineer~~ equal to 120% of the total cost of the improvements as a guarantee

that the DEVELOPER will perform all terms of this agreement no later than one year from the signing of this agreement except as otherwise set forth in this agreement. If at any time:

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

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

C. The letter of credit on file with the CITY is dated to expire sixty (60) days prior to the expiration of the same if the same has not been extended, renewed or replaced, or

D. The DEVELOPER fails to maintain a cash deposit or letter of credit in an amount ~~approved by CITY Engineer~~equal to 120% of the cost of the improvements, and in a form approved by the CITY Attorney, to pay the costs of improvements in the development, the DEVELOPER shall be deemed in violation of this agreement and the CITY Common council shall have the authority to draw upon the letter of credit.

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

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

SECTION XI. BUILDING AND OCCUPANCY PERMITS:

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

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

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 Common council.

C. All 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 which are approved by the CITY, filed with the CITY Clerk and recorded with the Register of Deeds.~~Intentionally Omitted.

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

H. All required "as built" plans for the SUBJECT LANDS have been submitted and approved by the CITY Engineer.

I. All public and private utilities have been installed in the SUBJECT LANDS, including ~~street lighting fixtures (unless waived by the CITY Administrator),~~ the sanitary sewer system, and the water system.

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

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

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

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

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

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

~~Developer shall grant a vacant lot maintenance easement to the CITY, in a form that is subject to the approval of the CITY Attorney, and which shall be recorded with the Waukesha County Register of Deeds. The easement shall grant the CITY the right (but not the obligation) to enter upon any vacant Lot in the SUBJECT LANDS in order to inspect, repair, or restore the property so that it is in compliance with all applicable provisions of the CITY Municipal Code, including but not limited Chapter 10, entitled "Public Nuisance", and Chapter 11, entitled "Health and Sanitation", including Section 11.07 entitled "Property Maintenance Code". A vacant lot shall include any lot that does not have an occupied principal structure that is used for single family purposes at the time of inspection, repair or restoration. All costs incurred by the CITY in exercising its right to inspect, repair or restore the Lot shall be borne by the owner of the Lot necessitating such inspection, repair or restoration and if not paid for by such Lot owner within forty-five (45) days of receipt of any invoice therefore, may be placed against the tax roll for the Lot and collected as a special charge by the CITY.~~Intentionally Omitted

SECTION XIV. ~~VACANT LOT MAINTENANCE FINANCIAL SECURITY.~~

~~Developer shall provide a letter of credit in an amount approved by the CITY Staff, and in a form approved by the CITY Attorney, to guarantee that all vacant lots in the SUBJECT LANDS shall, at all times, be properly maintained to the minimum standards described in the CITY Municipal Code, including but not limited to Chapter 10, entitled "Public Nuisance", and Chapter 11, entitled "Health and Sanitation", including Section 11.07 entitled "Property Maintenance Code". Said letter of credit shall be in full force and effect until such time as all Lots in the development are rough graded with an established growth of grass.~~Intentionally Omitted.

SECTION XV. ~~RESTRICTION AGAINST UNFINISHED OR UNOCCUPIED HOMES.~~

~~The parties intend that all homes in the Subject Land shall be owned, occupied and used for single family purposes. The parties also intend that homes on the lots will not be left unfinished or unoccupied for extended period of time. Therefore, no more than 4 Lots owned by the Developer and/or by any person or entity for the benefit of the Developer, shall be subject to a current building permit at any one time. Following the sale and residential occupancy of one such Lot, the Developer is entitled to receive one additional building permit for an additional Lot, and so forth, provided that at no time shall the number of unfinished or unoccupied homes on Lots owned, or beneficially owned, by the Developer exceed said number.~~Intentionally Omitted.

SECTION XVI. MISCELLANEOUS REQUIREMENTS: The DEVELOPER shall:

A. EASEMENTS:

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

B. ~~TREE PLANTING:~~ Intentionally Omitted

~~Plant one tree, having a diameter of 2-1/2 inches at breast height at the time of planting, in the front yard of each lot in the development.~~

C. MANNER OF PERFORMANCE:

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

D. ~~SURVEY MONUMENTS~~Intentionally Omitted~~:~~

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

E. DEED RESTRICTIONS:

Execute and record deed restrictions in a form that is subject to the approval of the CITY Common council and CITY Attorney, and provide proof of recording prior to sale of lots for the SUBJECT LANDS. The Deed Restrictions shall contain language to require the lot owners and/or homeowner's association within the subdivision to maintain all stormwater management facilities in accordance with the "Owners Maintenance Requirements: Stormwater Management Systems Detention/Retention Ponds and Grass Swales" specifications on file with the CITY,

dated July, 2002, including such amendments as may be made thereto from time to time by the City Engineer. The deed restrictions shall also contain the following language:

~~*(Alternate No. 1: Use this language if there will be a master lot grading plan:)*~~

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

~~*(Alternate No. 2: Use this language if there will not be a master lot grading plan:)*~~

"No owner of any lot shall or will at any time alter the grade of any lot from that which is naturally occurring on that lot at the time the site development improvements have been completed by the DEVELOPER unless and until the lot owner shall first obtain the written approval of the CITY Engineer for such grade alteration. In order to obtain this approval, it shall first be necessary for the lot owner, at the lot owner's expense, to have prepared a grading plan which shows in detail the area to be re-graded, the existing and proposed topography, analyzes the effects on site drainage, states that the effects on site drainage will not be in violation of law as to alteration of natural drainage courses, and is a plan which does not unreasonably affect an adjacent property owner as regards drainage or their viewing of unreasonable slope treatment. The CITY Engineer's approval, if granted, shall not relieve the lot owner from the ultimate responsibility for the design, performance, and function of the grade alteration and/or drainage condition, and the lot owner by requesting the alteration, and/or by altering the grade, thereby agrees to indemnify and hold harmless the CITY and its agents, employees and independent contractors regarding the same. The DEVELOPER and/or the CITY and/or their agents, employees or independent contractors shall have the right to enter upon any lot, at any time, for the purpose of inspection, maintenance, correction of any drainage condition, and the property owner is responsible for cost of the same."

F. GRADES:

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

G. RESERVE CAPACITY ASSESSMENTS - SANITARY SEWER:

As provided in the CITY Land Division Ordinance, the DEVELOPER agrees to pay a reserve capacity assessment to be used for the costs of reserve capacity created by

the CITY in the CITY's sanitary sewerage collection and treatment facilities for the benefit of the DEVELOPER. The municipality shall levy such assessments in conformity with this Agreement, pursuant to Chapter 66 Subchapter VII, Wisconsin Statutes. The reserve capacity assessments against the above-described property shall be in an amount established by the CITY's Land Division Ordinance and including annual increases.

~~The DEVELOPER hereby waives, pursuant to Section 66.0703(7)(b), Wisconsin Statutes, any and all requirements of the Wisconsin Statutes which must be met prior to the imposition of special assessments [including, but not limited to, the notice and hearing requirements of Chapter 66 Subchapter VII] and agrees that the municipality may proceed immediately to levy the special assessments as outlined herein.~~

~~The DEVELOPER further waives its right to appeal from the special assessments and stipulates that the amount of special assessment levied against its property has been determined on a reasonable basis and that the benefits to its property from the proposed improvements exceed the amount of the special assessment against such property. In addition, the DEVELOPER waives its right under Section 66.0627 and agrees to promptly pay any special charges which may be levied against its property. The municipality shall levy such assessments in conformity with this Agreement, pursuant to Chapter 66 Subchapter VII and Section 66.0627, Wisconsin Statutes.~~

H. RESERVE CAPACITY ASSESSMENTS - WATER:

The DEVELOPER agrees to pay a reserve capacity assessment as required in Section 22.23(2)(b) and other relevant sections of the CITY Code, to be used for the costs of reserve capacity created by the CITY in the CITY's water system for the benefit of the DEVELOPER. The municipality shall levy such assessments in conformity with this Agreement, pursuant to Chapter 66 Subchapter VII, Wisconsin Statutes. The reserve capacity assessments against the above-described property shall be an amount established in the CITY's Land Division Ordinance and is subject to annual increases.

~~The DEVELOPER hereby waives, pursuant to Section 66.0703(7)(b), Wisconsin Statutes, any and all requirements of the Wisconsin Statutes which must be met prior to the imposition of special assessments [including, but not limited to, the notice and hearing requirements of Chapter 66 Subchapter VII] and agrees that the municipality may proceed immediately to levy the special assessments as outlined herein. The DEVELOPER further waives its right to appeal from the special assessments and stipulates that the amount of the special assessments levied against its property has been determined on a reasonable basis and that the benefits to its property from the proposed improvements exceed the amount of the special assessment against such property.~~

~~In addition, the DEVELOPER waives its rights under Section 66.0627 and agrees to promptly pay any special charges which may be levied against its property. The municipality shall levy such assessments in conformity with this Agreement, pursuant to Chapter 66 Subchapter VII and Section 66.0627, Wisconsin Statutes.~~

I. UNDERGROUND UTILITIES:

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

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

J. PERMITS:

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

K. REMOVAL OF TOPSOIL:

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

L. PARK AND PUBLIC SITE DEDICATION FEES:

To pay as provided in the CITY'S Ordinances, a fee per lot developed in lieu of dedication of lands for park and public sites. The fee for the entire development shall be paid prior to final approval of the final plat.

M. DIGGERS HOTLINE.

Developer shall become a member of Diggers Hotline and provide evidence of such membership to the CITY Clerk before commencement of any land disturbing activities on the Subject Lands. Developer shall maintain said membership until all subsurface Improvements required under Section I have been finally accepted by the CITY as provided in Section III.

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

N. ~~PREVAILING WAGE RATES AND HOURS OF LABOR:~~Intentionally Omitted.

~~If any aspect of the development involves a project of public works that is regulated by Wisconsin Statutes Section 66.0903 or 66.0904 then: (1) The Developer shall pay wage rates not less than the prevailing hourly wage rate as described and regulated pursuant to such statutes and related laws; and (2) The Developer shall comply with the prevailing hours of labor as described and regulated pursuant to such statutes and related laws; and (3) The Developer shall fully comply with the reporting obligations, and all other requirements of such laws; and (4) The Developer shall ensure that the Developer's subcontractors also fully comply with such laws. The Developer's General Indemnity obligation of this Agreement shall apply to any claim that alleges that work contemplated by this Agreement is being done, or has been done, in violation of prevailing wage rates, prevailing hours of labor, or Wisconsin Statutes Section 66.0903 or 66.0904, for any work arising out of this agreement.~~

O. NOISE:

Make every effort to minimize noise, dust and similar disturbances, recognizing that the SUBJECT LANDS are located near existing residences. Construction of

improvements shall not begin before 7:00 a.m. during weekdays and Saturdays, and 9:00 a.m. on Sundays. Construction of improvements shall not continue beyond 7:00 p.m. during weekdays and Saturdays, and 5:00 p.m. on Sundays.

P. ~~DEBRIS~~Intentionally Omitted.~~:~~

~~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 Common council. 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.~~

Q. ~~DUTY TO CLEAN ROADWAYS:~~Intentionally Omitted (see Section 1(A)(8)

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

R. ~~PUBLIC CONSTRUCTION PROJECTS~~Intentionally Omitted.~~:~~

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

S. ZONING CODE:

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

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

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

The DEVELOPER shall pay and reimburse the CITY promptly upon billing for all fees, expenses, costs and disbursements which shall be incurred by the CITY in connection with this development or relative to the construction, installation, dedication and acceptance of the development improvements covered by this agreement, including without limitation by reason of enumeration, design, engineering, review, supervision, inspection and legal, administrative and fiscal work. CITY employee costs shall be based on regular CITY pay rates (or Engineering and administrative overtime, if applicable)~~ plus 40% on the hourly rate for overhead and fringe benefits for any time actually spent on the project~~. Any costs for outside consultants shall be charged at the

rate the consultant charges the CITY. Any such charge not paid by DEVELOPER within thirty (30) days of being invoiced may be charged against the financial guarantee held by the CITY pursuant to this agreement, or assessed against the development land as a special charge pursuant to §66.0627, Wis. Stats.

SECTION XVIII. GENERAL INDEMNITY:

In addition to, and not to the exclusion or prejudice of, any provisions of this agreement or documents incorporated herein by reference, the DEVELOPER shall indemnify and save harmless and agrees to accept tender of defense and to defend and pay any and all legal, accounting, consulting, engineering and other expenses relating to the defense of any claim asserted or imposed upon the CITY, its officers, agents, employees and independent contractors ~~growing out of this agreement~~ by any party or parties which claim is caused by the negligence or intentional acts of DEVELOPER, its contractors, agents or employees. 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 XIX. CITY RESPONSIBILITY:

A. The CITY agrees to pay for the following oversizing costs, if it is determined by the CITY that the oversizing is necessary. The oversizing costs shall be calculated by viewing bids for similar improvements to determine the cost differences between the stated sizes. The CITY reserves the right to determine the bid amounts to be used in this calculation.

    1. Cost of increasing the size of the water main from eight inches to a larger size, including the cost of larger gate valves.

    2. Cost of increasing the size of the sewer main from eight inches to a larger size.

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

SECTION XX. INSURANCE:

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

SECTION XXI. EXCULPATION OF CITY CORPORATE AUTHORITIES:

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

SECTION XXII. GENERAL CONDITIONS AND REGULATIONS:

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

SECTION XXIII. Intentionally Omitted.~~ZONING:~~

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

SECTION XXIV. COMPLIANCE WITH CODES AND STATUTES:

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

SECTION XXV. PRELIMINARY PLAT AND FINAL PLAT CONDITIONS:

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

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

SECTION XXVI. AGREEMENT FOR BENEFIT OF PURCHASERS:

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

SECTION XXVII. ASSIGNMENT:

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

SECTION XXVIII. PARTIES BOUND:

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

SECTION XXIV. HEIRS & ASSIGNS:

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

SECTION XXX. ~~PHASING OF DEVELOPMENT~~Intentionally Omitted.~~:~~

~~In that the DEVELOPER has voluntarily agreed to develop the subject land in phases and has further agreed to submit along with the Final Plat of the first phase a phasing plan for the entire development, which shall be in substantial conformity with the phasing plan prepared and discussed by the Plan Commission for the CITY and shall be subject to review and must be specifically approved by the CITY Common council, Section 236.11(b), Wisconsin Statutes, which requires Final Plats to be filed within twenty-four (24) months of the date of approval of the Preliminary Plat is hereby waived by the CITY provided the DEVELOPER complies with the approved phasing plan and further provided that the Final Plat of each phase complies substantially with the Preliminary Plat, as provided in Section 236.11(b), Wisconsin Statutes.~~

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

SECTION XXXI. AMENDMENTS:

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

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

~~*(Developer's Name)*~~*J&R Dreamfield, LLC*

By:_____

~~By:~~_____Richard D. Knutson

Managing Member

Authorized Signatory

STATE OF WISCONSIN)
)ss.
COUNTY OF WAUKESHA ~~*(County)*~~)

Personally came before me this _____ day of _____~~,~~ August, _____~~,~~ 2021, the above named _____~~,~~ Richard D. Knutson, Authorized Signatory of J&R Dreamfield, LLC_____, to me known to be the person who executed the foregoing instrument and acknowledged the same.

permanent: _____

_____
NOTARY PUBLIC, STATE OF WI
My commission ~~expires~~is

CITY OF PEWAUKEE
WAUKESHA COUNTY, WISCONSIN

_____
MAYOR

_____
CLERK

STATE OF WISCONSIN)
)ss.
COUNTY OF WAUKESHA)

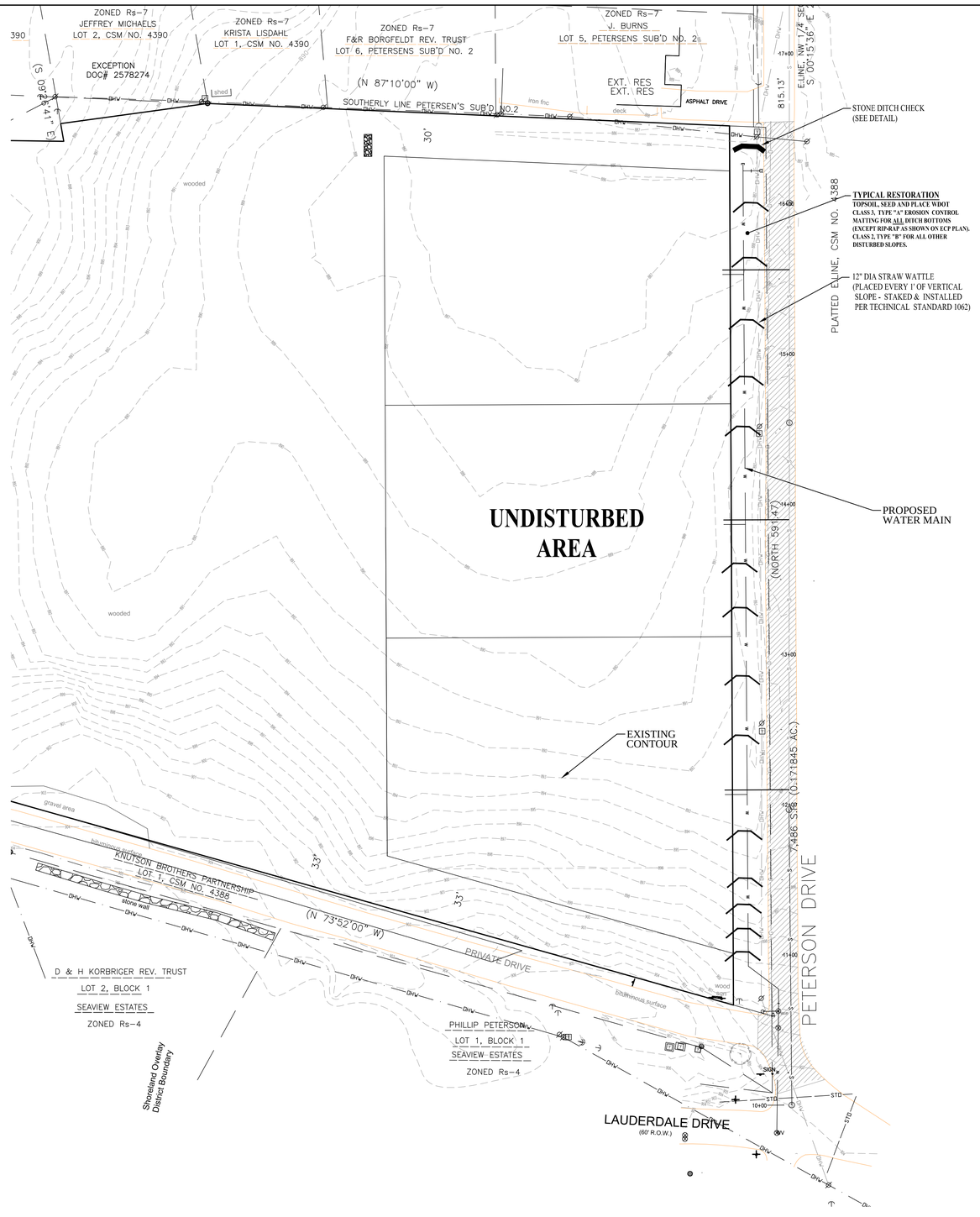
Personally came before me this _____ day of _____, _____, the above-named _____, Mayor, and _____, Clerk, of the above-named municipal corporation, to me known to be the persons who executed the foregoing instrument and to me known to be such Mayor and Clerk of said municipal corporation and acknowledged 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 _____, _____.

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

APPROVED AS TO FORM:

_____
CITY Attorney

As Revised July 27, 2021~~July 26, 2021~~
C:\MyFiles\Devagr\model.VOD.sewer and water.06-10-09.docx



GENERAL CONSTRUCTION SPECIFICATIONS:

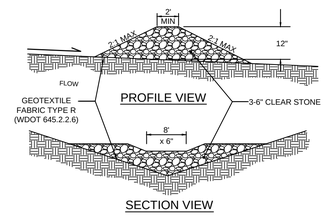
1. All work shall be in accordance with the Standard Specifications for Highway and Structure Construction, State of Wisconsin, Latest Edition; the State of Wisconsin Standard Specifications for Sewer and Water Construction in Wisconsin, Latest Edition; the State of Wisconsin Plumbing Codes and the City of Pewaukee Construction Specifications & Ordinances. All permits must be obtain by the contractor prior to commencing work.
2. All erosion control measures specified on this plan shall meet the design criteria, standards and specifications as set forth in the Wisconsin Department of Natural Resources and the City of Pewaukee Technical Standards.
3. All erosion control devices (i.e., stone ditch check) shall be installed prior to commencing utility construction.
4. All activities on the site shall be conducted in a logical sequence to minimize the area of bare soil exposed at any one time.
5. The OWNER shall provide all surveying and construction staking for this contract. All contractors shall exercise care and diligence in protecting the same.
6. The contractor shall notify Diggers Hotline, the local municipality and all government agencies that may be affected by the contractor's operations at least three (3) days before breaking ground.
7. Contractor shall be responsible for maintaining the public roadways. Public roadways shall be kept free of silt or dirt tracked from areas under construction by sweeping at the end of each work day or as often as required by the City of Pewaukee.
8. Upon completion of the work as specified, respread four (4") inches of salvaged topsoil over all disturbed areas and provide seed, fertilizer and restore per the Standard Specifications.
9. All disturbed areas shall be revegatated within seven days of no disturbance. Highway mix #40 shall be used for seeding with an application rate of 4.0 lbs/1000 sf.
10. All erosion control devices shall be routinely inspected every seven days or within 24 hours of a rainfall greater than 0.5 inches (By GENERAL CONTRACTOR).
11. If permanent seeding is not completed by September 15, apply temporary seeding. If temporary seeding is not completed by October 15, mulch or erosion control fabric shall be placed on all inactive disturbed soils between October 15th and May 1st as a temporary soil stabilization measure during the non-growing season. See technical standards for installation requirements.
12. Construction between November 1st and May 1st will require measures to stabilize the site over winter. If the construction site is not stabilized with pavement, gravel road base, rip rap or 70 percent density mature vegetative cover crop, then the site must comply with the winter construction site erosion control requirements found in the City of Pewaukee Technical Standards.
13. No public pavement areas shall be disturbed prior to May 1st or after October 15th.

CONSTRUCTION PHASING SEQUENCING:

THE CONTRACTOR MUST FOLLOW THE FOLLOWING CONSTRUCTION SEQUENCE AS REQUIRED BY THE WDNR AND THE CITY OF PEWAUKEE.

1. INSTALL STONE DITCH CHECK AT NORTH END OF ROADSIDE DITCH.
2. CLEAR, GRUB & STRIP TOPSOIL FROM THE PROPOSED WM ALIGNMENT AND STOCKPILE WITH A SILT FENCE BARRIER. STOCK PILES LEFT INACTIVE FOR 7 DAYS OR LONGER SHALL BE STABILIZED.
3. CONSTRUCT PUBLIC WATER MAIN, LATERALS AND RESTORE ROADSIDE DITCH.
4. RESTORE ROADSIDE DITCH IMMEDIATELY AND STABILIZED WITH DOT HIGHWAY MIX #40, EROSION CONTROL MATTING AND STRAW WATTLES EVERY 1' OF VERTICAL SLOPE.
5. INSTALL DRIVEWAY CULVERT & GRAVEL CONSTRUCTION ENTRANCE AS SHOWN ON THE PLAN (TRACKING PAD).
6. AFTER ALL DISTURBED AREAS ARE WELL-ESTABLISHED AND FOLLOWING FINAL AS-BUILT ACCEPTANCE BY THE CITY, REMOVE ALL TEMPORARY BMP'S.

CONSTRUCTION SCHEDULE: START DATE: SEPTEMBER 15, 2021
COMPLETION DATE: OCTOBER 15, 2021



SECTION VIEW

STONE DITCH CHECK DETAIL
NOT TO SCALE

SCALE: 1" = 40'

THE UNDERGROUND UTILITY INFORMATION AS SHOWN HEREON IS BASED, IN PART, UPON INFORMATION FURNISHED BY UTILITY COMPANIES AND THE LOCAL MUNICIPALITY. WHILE THIS INFORMATION IS BELIEVED TO BE RELIABLE, ITS ACCURACY AND COMPLETENESS CANNOT BE GUARANTEED NOR CERTIFIED TO.

REVISIONS	
DATE	DESCRIPTION

ELLENA ENGINEERING CONSULTANTS, LLC
SITE CIVIL ENGINEERING & STORMWATER MANAGEMENT
Ellena Engineering Consultants, LLC • 700 Pilgrim Parkway - Suite 100 • Elm Grove, WI 53122
Phone: 262-719-6183 • Fax: 866-457-2584 • Email: mellena@eeceng.com

J & R Dreamfield LLC - Land Development
City of Pewaukee, Wisconsin

WISCONSIN
MARK R. ELLENA
E-24090
WALES, WI
PROFESSIONAL ENGINEER

EROSION CONTROL & SEQUENCING PLAN

SCALE: 1"=40'		DATE: 07-30-21
DESIGNED BY: MRE,PE		PROJECT NO:
APPROVED BY: _____ DATE		C100

CITY OF PEWAUKEE
COMMON COUNCIL AGENDA ITEM 8.

DATE: October 4, 2021

DEPARTMENT: Planning

PROVIDED BY:

SUBJECT:

Discussion and Possible Action Regarding **Ordinance 21-10** Rezoning Vacant Land Located on Yench Road (PWC 0885-996-006) from A-2 Agricultural to Rs-2 Single-Family Residential as Requested by Mierow / Yench LLC [Fuchs]

BACKGROUND:

FINANCIAL IMPACT:

RECOMMENDED MOTION:

ATTACHMENTS:

Description

Ordinance 21-10

Yench LLC Staff Report

Yench LLC Rezoning Exhibit

Yench LLC Response Letter

Yench LLC Grading & Erosion Plans

STATE OF WISCONSIN CITY OF PEWAUKEE WAUKESHA COUNTY

ORDINANCE 21-10

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

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

FROM: **A-2 Agricultural**

TO**:** **RS-2 Single Family Residential**

SECTION 1 - DESCRIPTION

Common Description:
LOT 3 CERT SURV 11464 VOL 114/82 REC AS DOC# 4214210 PT NE1/4 SEC 6 T7N R19E :: DOC# 4062962

Tax Key Number: PWC 0885-996-006

Property Address: Vacant Land on Yench Road

This Amendment to the Zoning Map (Change in zoning) is being proposed for the purpose of: Creating four single-family lots.

SECTION 2 –SEVERABILITY
The several sections of this Ordinance are declared to be severable. If any section shall be declared by a decision of a court of competent jurisdiction to be invalid, such decision shall not affect the validity of the other provisions of the Ordinance.

SECTION 3 - ACTION
This Ordinance shall take effect upon passage and posting.

Dated this 4th day of October, 2021.

COMMON COUNCIL OF THE CITY OF PEWAUKEE

WAUKESHA COUNTY, WISCONSIN

_____

Attest: Steve Bierce, Mayor

_____
Kelly Tarczewski, Clerk/Treasurer

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 September 16, 2021

Date: September 9, 2021

Project Name: Yench LLC Rezoning and Certified Survey Map

Project Address/Tax Key No.: Not Assigned/PWC 0885996006

Applicant: Yench LLC

Property Owner: Yench LLC

Current Zoning: A-2 Agricultural District, LC Lowland Conservancy District, and F-1 Floodplain District

2050 Land Use Map Designation: Low Density Residential (> 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, Highway 16 and Yench Road Wildlife Area to the south and single-family residential zoned A-2 to the west

Project Description

Rezoning:
The applicant filed a Rezoning Application requesting approval to rezone portions of the property located along Yench Road bearing Tax Key No. 0885996006. The rezoning request proposes to rezone Lots 1, 2 and 3 of the proposed CSM (discussed below) from A-2 Agricultural District to Rs-2 Single-Family Residential District.

The proposed Lot 4 of the CSM would remain A-2 District, LC District, and F-1 District as represented on the CSM.

The property is designated as Low Density Residential on the City's Year 2050 Land Use/Transportation Plan; therefore, the rezoning is consistent with the City's Comprehensive Master Plan.

Certified Survey Map:
The Certified Survey Map includes subdividing the existing 30.6905 acre property into 4 separate lots. Lot 1, Lot 2 and Lot 3 all have an area of 2.4845 acres. These lots all comply with the Rs-2 District minimum lot size of 2-acres and minimum lot width at the setback line of 220-feet.

Lot 4 has an area of 23.2398 acres and complies with the A-2 District minimum lot size of 10-acres and minimum lot width at the setback line of 250-feet.

Note that these properties will be served by private utilities.

As required by the City's storm water regulations, the applicant has submitted a storm water management plan for review. This plan includes rain gardens for each individual lot that is being created. *Final grading and storm water management plans, including maintenance agreements, shall be reviewed and approved by the Engineering Department, prior to recording the CSM with the Waukesha County Register of Deeds.*

In addition, City approval of the access location for each lot is required.

It can also be noted that the Plan Commission Secretary will have to be revised once a new secretary is appointed.

Recommendation

A motion recommending approval of the rezoning request and 4 Lot Certified Survey Map for property located along Yench Road bearing Tax Key No. 0885996006, subject to staff's recommended conditions noted in this report.

REZONING EXHIBIT "A"

BEING A PART OF LOT 3 OF CERTIFIED SURVEY MAP NUMBER 11464 LOCATED IN THE NORTHWEST 1/4 AND THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 6, TOWN 7 NORTH, RANGE 19 EAST, IN THE CITY OF PEWAUKEE, WAUKESHA COUNTY, WISCONSIN.



4100 N. Calhoun Rd.
Suite 300
Brookfield, WI 53005
Phone: (262) 790-1480
Fax: (262) 790-1481

SE. CORNER OF THE SE 1/4 SEC. 31-8-19

N. LINE, N.E. 1/4, SEC. 6-7-19
N88°40'11"E 2598.72'

N88°40'11"E 1286.20

P.O.C., NW. CORNER OF THE NE 1/4 SEC. 6-7-19

S00°21'52"E 445.01

LOT 1 CSM 11205

N88°40'11"E 492.00

P.O.B.

PART OF LOT 3 CSM 11464

LANDS TO BE REZONED FROM "A-2" TO "Rs-2"

324,674 S.F.
7.4535 Ac.

LOT 2 CSM 11464

N00°21'52"W 660.00

S00°21'52"E 660.00

YENCH ROAD

WISCONSIN
TED R. INDERMUEHLE
S-3119
BROOKFIELD, WI
LAND SURVEYOR

S88°40'11"W 492.00

PART OF LOT 3 CSM 11464

NORTH

SCALE:1"=100'

0 50 100 200

THIS EXHIBIT WAS PREPARED BY TED R. INDERMUEHLE, P.L.S. (S-3119) DATE: 2/18/21

H:\0400\467\16015-01\Survey\ESMT-EXHIBITS\885DEX REZONING.dwg

REZONING EXHIBIT "A" continued

LEGAL DESCRIPTION:

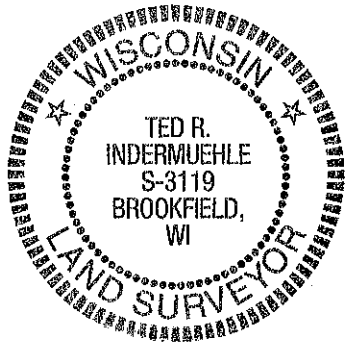
Being a part of Lot 3 of Certified Survey Map Number 11464 located in the Northwest 1/4 and the Southwest 1/4 of the Northeast 1/4 of Section 6, Town 7 North, Range 19 East, in the City of Pewaukee, Waukesha County, Wisconsin.

Commencing at the Northwest corner of the said Northeast 1/4 Section; Thence North 88°40'11" East along the North line of Said Northeast 1/4 Section, 1286.20 feet to a point on the West Right-of-Way line of "Yench Road" and it's extension; Thence South 00°21'52" East along said West line, 445.01 feet to a point on the North line of said Lot 3 of Certified Survey Map Number 11464 and the place of beginning of lands hereinafter described;

Thence continuing South 00°21'52" East along said West line, 660.00 feet to a point; Thence South 88°40'11" West 492.00 feet to the West line of said Lot 3 of Certified Survey Map Number 11464; Thence North 00°21'52" West along said West line, 660.00 feet to the North line of said Lot 3; Thence North 88°40'11" East along said North line, 492.00 feet to the point of beginning of this description.

The Parcel contains 324,674 Square Feet of land of (7.4535 Acres) of land, more or less.

Date: 2/18/2021



Ted R. Indermuehle, P.L.S.
Professional Land Surveyor, S-3119
TRIO ENGINEERING, LLC
4100 N. Calhoun Road, Suite 300
Brookfield, WI 53005
Phone: (262)790-1480 Fax: (262)790-1481

August 9, 2021

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

Attn: Nick Fuchs, Planner & Community Development Director

RE: Trio Engineering Response - Certified Survey Map

Comments and Recommendations:

Below you will find our response to the Project Review for Yench LLC Certified Survey Map for the proposed development application for property bearing Tax Key No. PWC 0885996006.

1. Please provide a Rezoning Exhibit that shows the property boundaries for the properties to be rezoned and notes the existing and proposed zoning.
   - **The Rs-2 rezoning exhibit and legal description are provided herein. The rezoning is from A-2 to Rs-2.**

2. Please provide Sheets 2 through 5 of the CSM for review.
   - **All 4 sheets of the CSM are included in the submittal.**

3. Please revise the listed A-2 District setbacks to be in better accord with the zoning district language.
   - Farm Buildings = 100' on each side, including street
   - Dwellings & Related Accessory Structures = 50' on each side, including street
   - Detached Structures = 25' on each side
   - Detached Farm Buildings = Rear Yard: 50'
   - Other Detached Principal Use Structures = 25' on each side
   - Wetland = 25'
   - 100-Year Floodplain = 75'
   - **The A-2 district requirements are denoted as requested herein on the updated CSM.**

4. Please provide existing and proposed contours per Section 18.0603b.(10) – "A Required Preliminary CSM shall include existing and proposed contours as set forth in Section 18.0601."
   - **As we discussed, the existing and proposed topography is being shown on the site civil plans that accompany this CSM (delivered to your office as separate plan sheets).**

5. Have soil boring and percolation tests been conducted as no municipal sewer or water is available and well and septic will be needed? Note Section 18.0603b.(8) below.

   (8) Location of all Soil Boring and Soil Percolation Tests conducted in accordance with Section H65.06 of the Wisconsin Administrative Code. The written results of such test shall be submitted along with the CSM.

   - **Soil septic tests have been completed on all lots within the CSM. The resulting test reports are provided herein and the septic test locations also shown on the supporting site civil plans.**

6. Staff recommends that drainage easements not be restricted to the lots within this CSM as offsite water drains through these lots from the north (beyond this CSM's boundaries). If the drainage easement remain private, staff would consider language that would allow each property owner to access, remove vegetation, grade, and maintain the easement limits by any of the properties.
   - **The CSM now identifies this easement as a "30' wide Private Storm Water Drainage Easement to Allow Conveyance of Tributary Storm Water Runoff" to not restrict runoff from only lot areas.**

7. This CSM is being considered a Common Plan of Development in terms of the Storm Water Ordinance. As such, a storm water management plan is required for this CSM as well as the previous CSM's 11205 (2014) and 11464 (2016) (both subdivided after 2004 and by the same owner). Note that a maintenance agreement is required for any storm water features designed and installed to meet City ordinances.
   - **A storm water management plan has been prepared as requested and is being submitted to the City as a separate report to accompany and support this CSM. Note that the storm water management plan calls for individual rain gardens on each lot to avoid potential ownership and maintenance conflicts in the future.**

8. Note that access for these lots will require City approval.
   - **It is noted that the lot owners will need to obtain City approval of driveway access locations.**

Please feel free to contact me with any questions, comments or to further discuss the CSM and supporting plans.

Sincerely,

Josh Pudelko, M.S., P.E.
President
Trio Engineering

APPLICABLE ZONING SETBACKS

A-2 ZONING SETBACKS (LOT 4)

- FARM BUILDINGS = 100" EACH SIDE INCLUDING STREET
- DWELLINGS & RELATED ACCESSORY STRUCTURES = 50' EACH SIDE INCLUDING STREET
- DETACHED STRUCTURES = 25' ON EACH SIDE
- OTHER DETACHED USE PRINCIPLE STRUCTURES = 25' EACH SIDE
- WETLANDS = 25'
- 100 YEAR FLOODPLAIN = 75'

RS-2 ZONING SETBACKS (LOTS 1-3)

- FRONT = 45'
- SIDE = 25'
- REAR = 35'
- WETLANDS 25'
- 100 YEAR FLOODPLAIN = 75'

LEGEND:

- 898 – EXISTING CONTOUR
- 910 – PROPOSED CONTOUR
- X910.25 – PROPOSED SPOT ELEVATION
- PROPOSED FLOW ARROW

75' FLOODPLAIN SETBACK (TYP.)

100-YEAR FLOODPLAIN

PROPERTY LINE

B-1 B-2 B-3 B-4A B-4B B-4C B-5A B-5B B-5C B-6 B-7 B-8 B-9 B-10 B-11 B-12 B-13 B-14 B-15

BORING LOCATIONS

50' BUILDING SETBACK (TYP.)

30' DRAINAGE EASEMENT

35' REAR YARD SETBACK (TYP.)

EXISTING WETLAND

RAIN GARDEN 4
TOP OF BERM = 873.00
10' SPILLWAY = 872.00
TOP OF ENGINEERED SOIL = 869.00
BOTTOM OF ENGINEERED SOIL = 867.00
100-YR = 872.00

25' WETLAND SETBACK LINE (TYP.)

45' BUILDING SETBACK (TYP.)

25' SIDE YARD SETBACK (TYP.)

RAIN GARDEN 3
TOP OF BERM = 901.00
10' SPILLWAY = 900.00
TOP OF ENGINEERED SOIL = 897.00
BOTTOM OF ENGINEERED SOIL = 895.00
100-YR = 899.88

RAIN GARDEN 2
TOP OF BERM = 901.00
10' SPILLWAY = 900.00
TOP OF ENGINEERED SOIL = 897.00
BOTTOM OF ENGINEERED SOIL = 895.00
100-YR = 899.97

RAIN GARDEN 1
TOP OF BERM = 908.00
10' SPILLWAY = 907.00
TOP OF ENGINEERED SOIL = 904.00
BOTTOM OF ENGINEERED SOIL = 902.00
100-YR = 906.97

YENCH ROAD

LYNNDALE ROAD

SCALE: 1" = 80' (22"X34")
SCALE: 1" = 160' (11"X17")

CONTRACTOR IS REQUIRED TO CONTACT DIGGERS HOTLINE TOLL FREE TO OBTAIN LOCATION OF UNDERGROUND UTILITIES PRIOR TO COMMENCING THE WORK. WISCONSIN STATUTE 182.0715 REQUIRES MIN. OF 3 WORK DAYS NOTICE BEFORE YOU EXCAVATE.
CALL DIGGERS HOTLINE 1-800-242-8511

NOTE:
EXISTING UNDERGROUND UTILITY INFORMATION WAS OBTAINED FROM AVAILABLE RECORDS. THE ENGINEER MAKES NO GUARANTEE AS TO THE ACCURACY OF THIS INFORMATION. VERIFICATION TO THE SATISFACTION OF THE CONTRACTOR OF ALL UNDERGROUND UTILITIES, WHETHER OR NOT SHOWN ON THE PLANS, SHALL BE ASSUMED AS A CONDITION OF THE CONTRACT. THE CONTRACTOR SHALL NOTIFY THE ENGINEER OF ANY DISCREPANCIES BETWEEN LOCATION OF UTILITIES IN THE FIELD AND LOCATIONS SHOWN ON THE PLANS.

WISCONSIN
JOSHUA D. PUDELKO
E-39420
WAUWATOSA, WI
PROFESSIONAL ENGINEER

TRIO
DESIGN • LAND SURVEYING
CIVIL ENGINEERING

12660 W. NORTH AVE.
BROOKFIELD, WI 53005
PHONE: (262) 790-1480
FAX: (262) 790-1481
EMAIL: jpudelko@trioeng.com

PROJECT:
YENCH ROAD PROPERTIES
CITY OF PEWAUKEE, WISCONSIN

BY: YENCH LLC
3055 N. BROOKFIELD RD.
BROOKFIELD, WI 53045

REVISION HISTORY	
DATE	DESCRIPTION
08/10/2021	PLAN COMMISSION
08/31/2021	PLAN COMMISSION

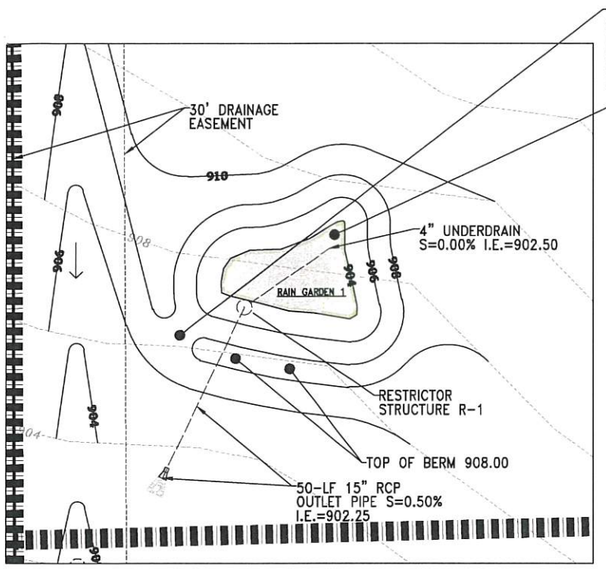
DATE: AUGUST 31, 2021

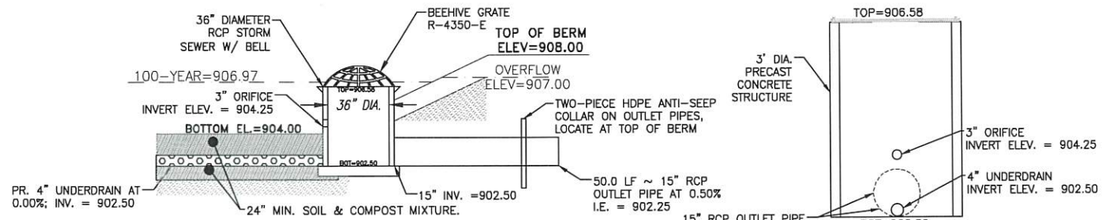
JOB NUMBER: 16015

DESCRIPTION: GRADING, EROSION CONTROL, POND PLANS

SHEET 1 OF 4

H:\CAD\16015-01-YENCH ROAD\CONSTRUCTION PLANS\CONSTRUCTION PLANS.DWG



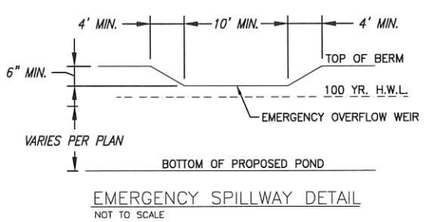


RAIN GARDEN 1 & RESTRICTOR STRUCTURE R-1 DETAIL

NOT TO SCALE

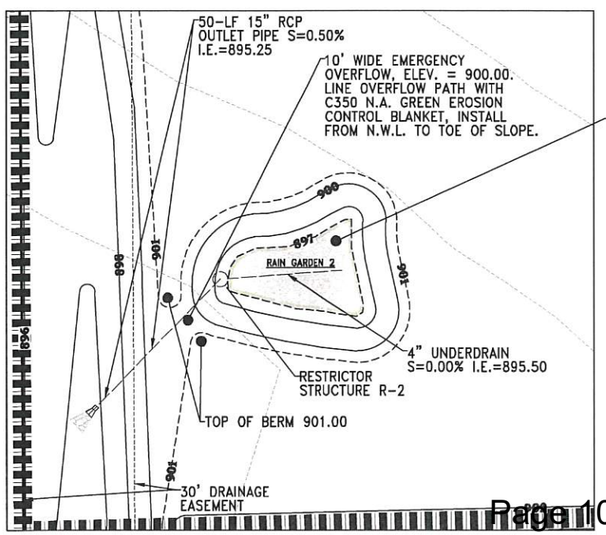
- SOIL & COMPOST MIXTURE SHALL BE BLENDED ON SITE AS FOLLOWS: 75% NATIVE (ON-SITE) GRANULAR SOIL & 25% COMPOST (IMPORTED) (BASED ON VOLUME)

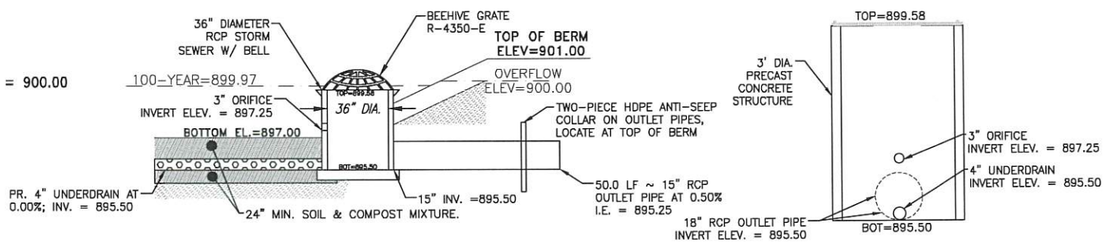
TWO-PIECE ANTI-SEEP COLLAR NOTES:
- ANTI-SEEP COLLAR MATERIAL SHALL MATCH OUTLET PIPE MATERIAL.
- ANTI-SEEP COLLARS SHALL BE 1/4" POLYETHYLENE SHEETS WITH COLLAR FOR PIPE; DIMENSIONS SHALL BE AS NOTED ON THE DETAIL.
- INSTALL ANTI-SEEP COLLARS PER MANUFACTURER SPECIFICATIONS.



EMERGENCY SPILLWAY DETAIL

NOT TO SCALE



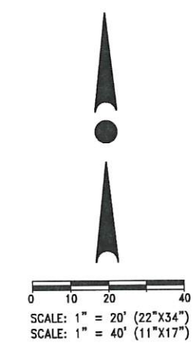


RAIN GARDEN 2 & RESTRICTOR STRUCTURE R-2 DETAIL

NOT TO SCALE

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CONTRACTOR IS REQUIRED TO CONTACT DIGGERS HOTLINE TOLL FREE TO OBTAIN LOCATION OF UNDERGROUND UTILITIES PRIOR TO COMMENCING THE WORK. WISCONSIN STATUTE 182.0715 REQUIRES MIN. OF 3 WORK DAYS NOTICE BEFORE YOU EXCAVATE.

CALL DIGGERS HOTLINE 1-800-242-8511

NOTE:
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WISCONSIN PROFESSIONAL ENGINEER
JOSHUA D. PUDELKO E-39420 WAUWATOSA, WI

TRIO DESIGN • LAND SURVEYING CIVIL ENGINEERING
12660 W. NORTH AVE.
BROOKFIELD, WI 53005
PHONE: (262) 790-1480
FAX: (262) 790-1481
EMAIL: jpudelko@trioeng.com

PROJECT:
YENCH ROAD PROPERTIES
CITY OF PEWAUKEE, WISCONSIN

BY: YENCH LLC
3055 N. BROOKFIELD RD.
BROOKFIELD, WI 53045

REVISION HISTORY

DATE	DESCRIPTION
08/10/2021	PLAN COMMISSION
08/31/2021	PLAN COMMISSION

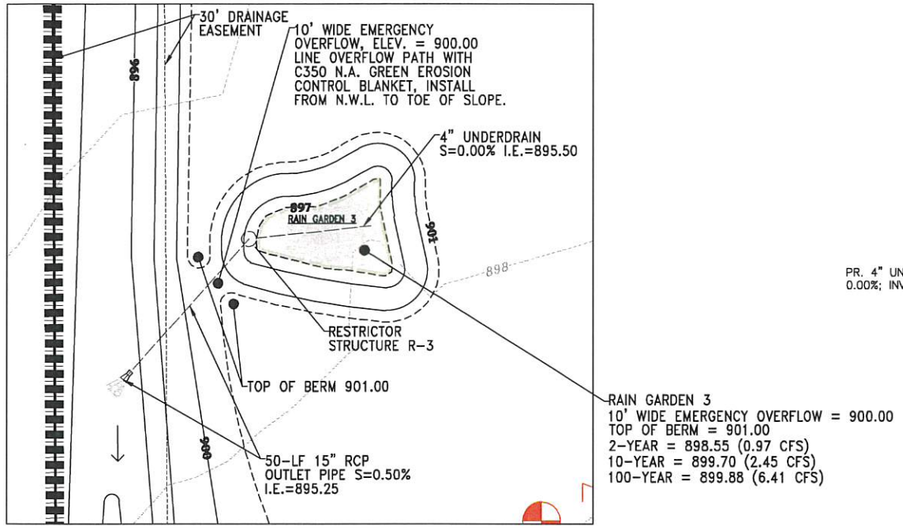
DATE:
AUGUST 31, 2021

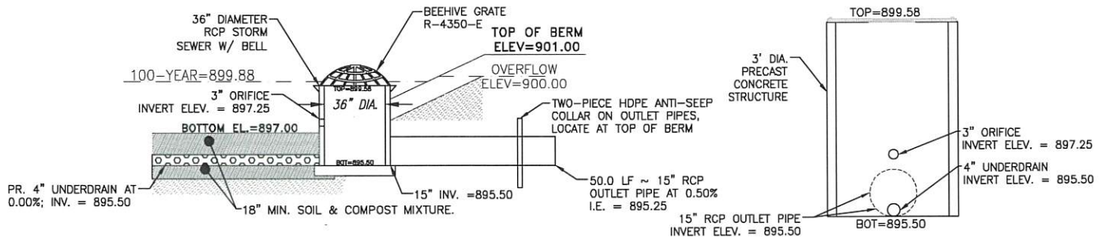
JOB NUMBER:
16015

DESCRIPTION:
GRADING, EROSION CONTROL, POND PLANS

SHEET
2 OF 4

H:\C400\467\16015-01-YENCH ROAD\CONSTRUCTION PLANS\CONSTRUCTION PLANS.DWG

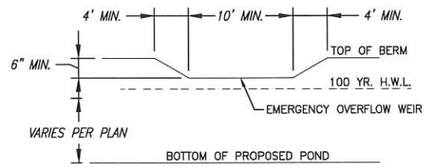




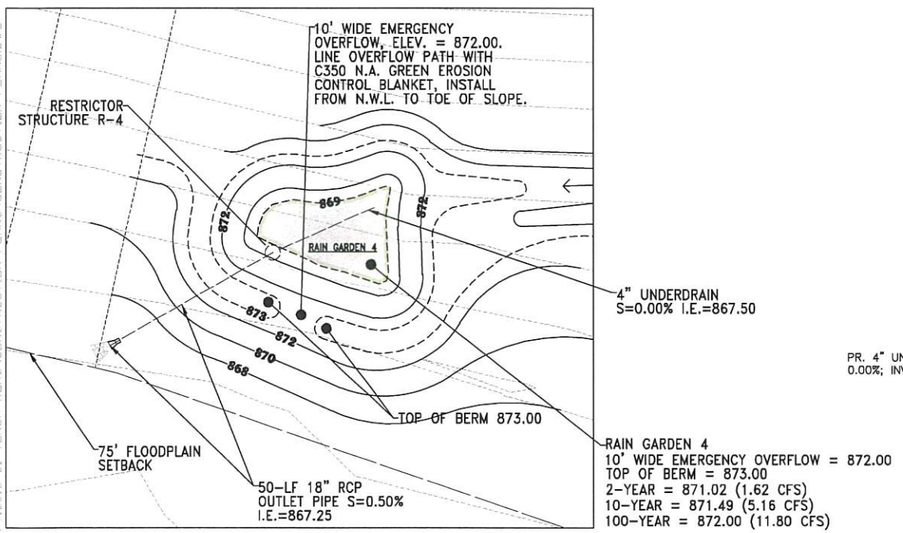
RAIN GARDEN 3 & RESTRICTOR STRUCTURE R-3 DETAIL
NOT TO SCALE

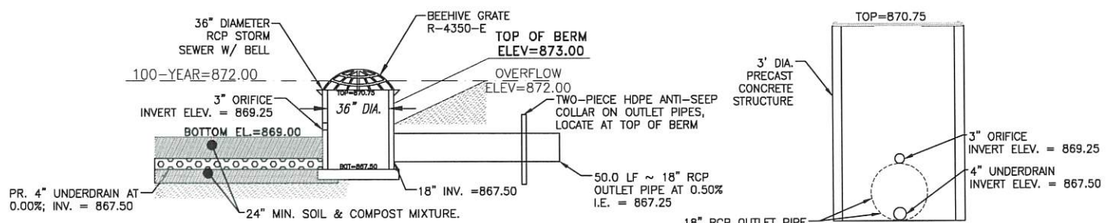
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EMERGENCY SPILLWAY DETAIL
NOT TO SCALE





RAIN GARDEN 4 & RESTRICTOR STRUCTURE R-4 DETAIL
NOT TO SCALE

- SOIL & COMPOST MIXTURE SHALL BE BLENDED ON SITE AS FOLLOWS: 75% NATIVE (ON-SITE) GRANULAR SOIL & 25% COMPOST (IMPORTED) (BASED ON VOLUME)

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0 10 20 40
SCALE: 1" = 20' (22"X34")
SCALE: 1" = 40' (11"X17")

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PROJECT:
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CITY OF PEWAUKEE, WAUKEE, WISCONSIN

BY: YENCH LLC
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BROOKFIELD, WI 53045

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DATE	DESCRIPTION
08/10/2021	PLAN COMMISSION
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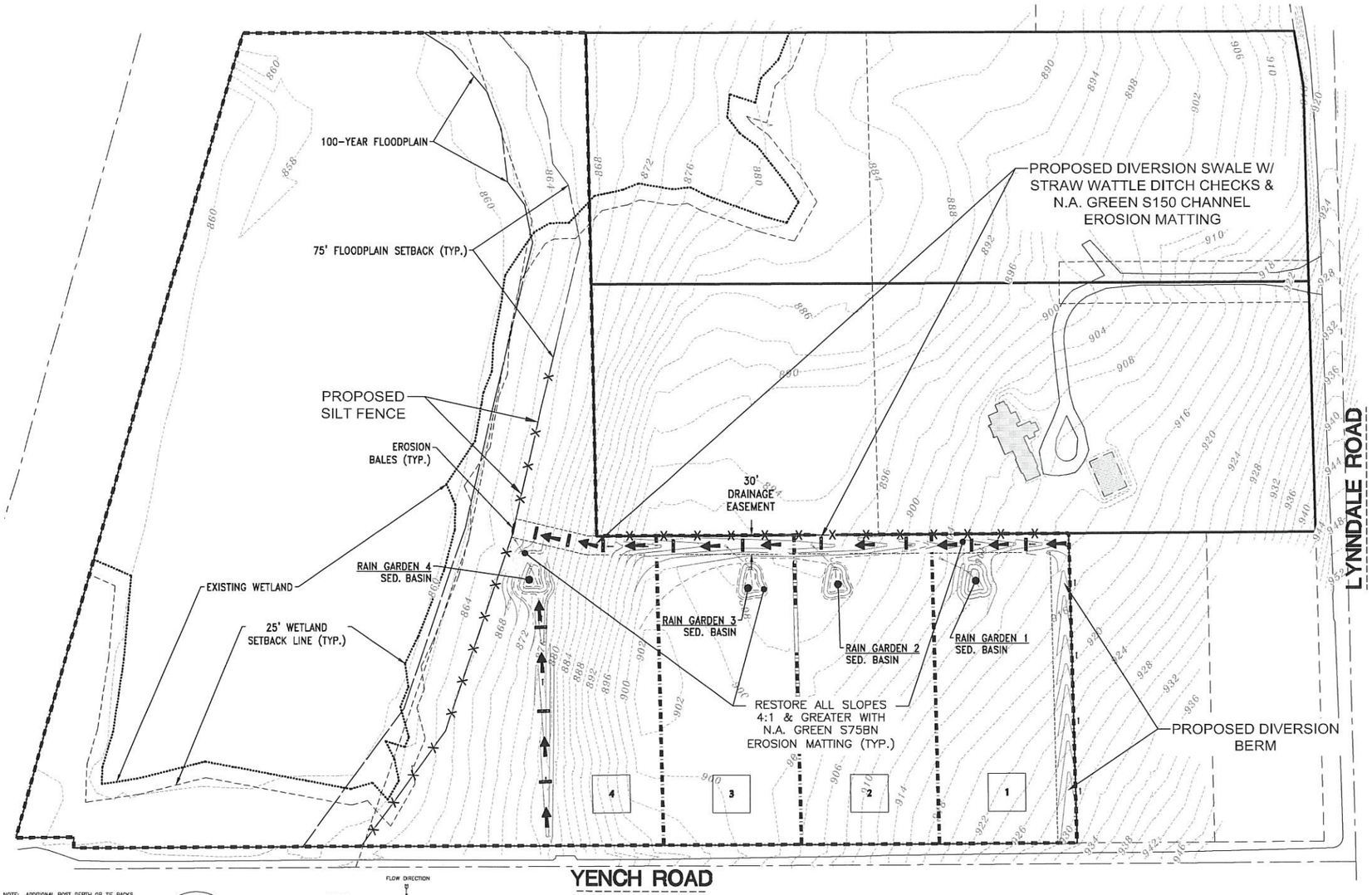
DATE: AUGUST 31, 2021

JOB NUMBER: 16015

DESCRIPTION: GRADING, EROSION CONTROL, POND PLANS

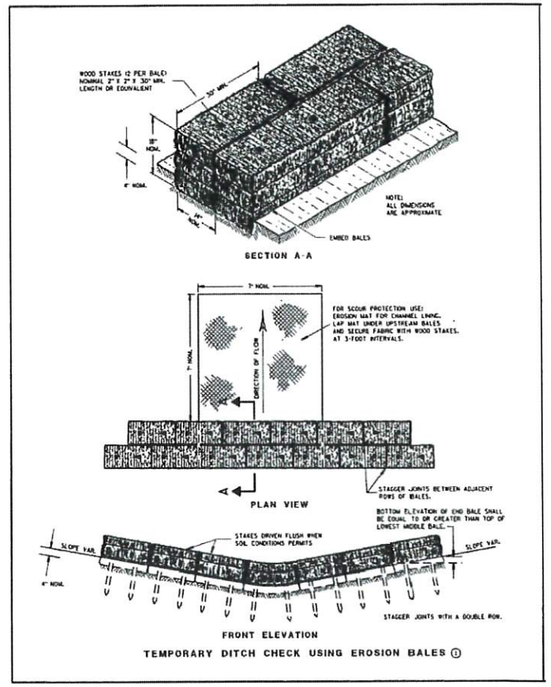
SHEET 3 OF 4

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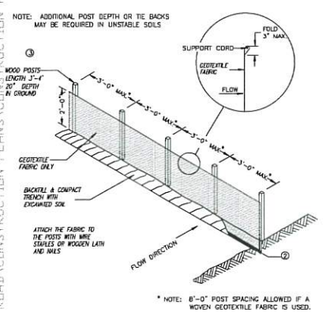


LEGEND:

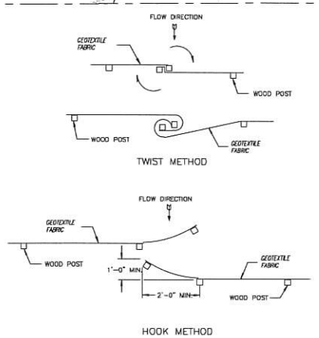
- 898 – EXISTING CONTOUR
- 910 – PROPOSED CONTOUR
- –X–X– – PROPOSED SILT FENCE
- ×910.25 – PROPOSED SPOT ELEVATION
- → – PROPOSED FLOW ARROW



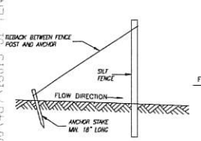
TEMPORARY DITCH CHECK USING EROSION BALES ⑤



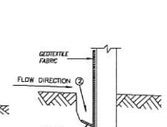
SILT FENCE



JOINING TWO LENGTHS OF SILT FENCE ⑤



SILT FENCE TIE BACK
(WHEN ADDITIONAL SUPPORT REQUIRED)



TRENCH DETAIL

GENERAL NOTES

① HORIZONTAL BRACE REQUIRED WITH 2" X 4" WOODEN FRAME OR EQUIVALENT AT TOP OF POSTS.

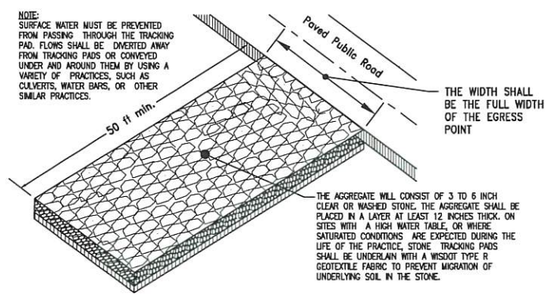
② TRENCH SHALL BE A MINIMUM OF 4" WIDE & 6" DEEP TO BURY AND ANCHOR THE GEOTEXTILE FABRIC. FOLD MATERIAL TO FIT TRENCH AND BACKFILL & COMPACT TRENCH WITH EXCAVATED SOIL.

③ WOOD POSTS SHALL BE A MINIMUM SIZE OF 1½" X 1½" OF OAK OR HICKORY.

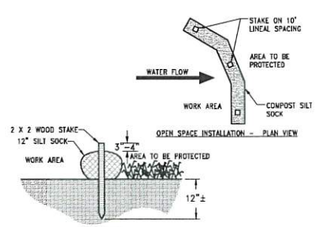
④ SILT FENCE TO EXTEND ACROSS THE TOP OF THE PIPE.

⑤ CONSTRUCT SILT FENCE FROM A CONTINUOUS ROLL TO AVOID JOINTS. IF A JOINT IS NECESSARY, SPLICE BY EITHER OF THE FOLLOWING TWO METHODS: A) OVERLAP THE END POSTS AND WRAP TOGETHER AT LEAST ONE FULL TURN, OR B) OVERLAP THE ROLLS, AT LEAST 180 DEGREES, B) HOOK THE END OF EACH SILT FENCE ROLL TO OVERLAP FOR A DISTANCE OF 4 FEET.

This graphic based on Wisconsin Department of Transportation Standard Detail Drawing 8 E 3-6.

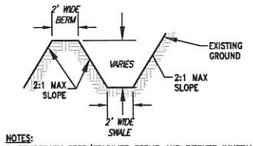


CONSTRUCTION ENTRANCE DETAIL
NO SCALE



NOTES:
1. ALL MATERIAL TO MEET MANUFACTURER'S SPECIFICATIONS
2. REFER TO MANUFACTURERS AND/OR SUPPLIERS. SPECIFICATIONS FOR INSTALLATION RECOMMENDATIONS.
3. ACTUAL LOCATION MAY BE FIELD ADJUSTED TO MINIMIZE DISTURBANCE TO EXISTING VEGETATION.
4. INSTALL EVERY 200' OR 2' GRADE DROP IN SWALES.

STRAW WATTLE DITCH CHECK INSTALLATION DETAIL
NO SCALE



NOTES:
1. TEMPORARY SEED/STABILIZE BERMS AND DITCHES IMMEDIATELY AS ANY SECTION IS COMPLETED PER WisDOT STD. SPEC.
2. REFER TO WISCONSIN DNR TECHNICAL STANDARD 1066 FOR ADDITIONAL INFORMATION.

DIVERSION BERM/SWALE DETAIL
NO SCALE

WISCONSIN DEPARTMENT OF NATURAL RESOURCES, CONSERVATION PRACTICE STANDARD:

1052 – NON-CHANNEL EROSION MAT
1055 – SEDIMENT BALE BARRIER (NON-CHANNEL)
1056 – SILT FENCE
1060 – STORM DRAIN INLET PROTECTION FOR CONST. SITES
1062 – DITCH CHECK
1057 – STONE TRACKING PAD AND TIRE WASHING
1058 – MULCHING FOR CONSTRUCTION SITES
1059 – TEMPORARY SEEDING
1061 – DC-WATERING
1064 – SEDIMENT BASIN

0 50 100 200

SCALE: 1" = 100' (22"X34")
SCALE: 1" = 200' (11"X17")

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PROJECT: YENCH ROAD PROPERTIES
CITY OF PEWAUKEE, WAUKEE, WISCONSN

BY: YENCH LLC
3055 N. BROOKFIELD RD.
BROOKFIELD, WI 53045

REVISION HISTORY

DATE	DESCRIPTION
08/10/2021	PLAN COMMISSION
08/31/2021	PLAN COMMISSION

DATE: AUGUST 31, 2021

JOB NUMBER: 16015

DESCRIPTION: GRADING, EROSION CONTROL, POND PLANS

SHEET

4 OF 4

H:\C4001\467\16015-01\YENCH ROAD\CONSTRUCTION PLANS\CONSTRUCTION PLANS.DWG

DATE: October 4, 2021

DEPARTMENT: Planning

PROVIDED BY:

SUBJECT:

Discussion and Possible Action Regarding a Certified Survey Map for Jeff Mierow / Yench LLC for Vacant Property Located on Yench Road (PWC 0885-996-006) for the Purpose of Creating Four Single-Family Lots [Fuchs]

BACKGROUND:

FINANCIAL IMPACT:

RECOMMENDED MOTION:

ATTACHMENTS:

Description

Yench LLC CSM Rev 8-9-21

CERTIFIED SURVEY MAP NO. _____

BEING A REDIVISION OF LOT 3 OF CERTIFIED SURVEY MAP NUMBER 11464 LOCATED IN THE NORTHWEST 1/4 AND THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 6, TOWN 7 NORTH, RANGE 19 EAST, IN THE CITY OF PEWAUKEE, WAUKESHA COUNTY, WISCONSIN.

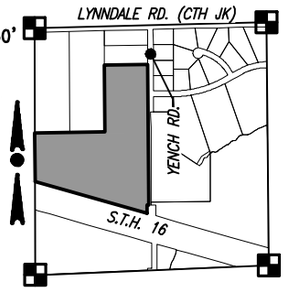
PREPARED FOR:
YENCH, LLC
3055 N. BROOKFIELD RD.
BROOKFIELD, WI 53005
PHONE: 414-254-0731

PREPARED BY:
TRIO ENGINEERING, LLC
4100 N. CALHOUN RD. SUITE 300
BROOKFIELD, WI 53005
PHONE: 262-790-1480
FAX: 262-790-1481

SETBACKS PER A-2 ZONING
LOT 4
- FARM BUILDINGS = 100' EACH SIDE INC. STREET
- DWELLINGS & RELATED ACCESSORY STRUCTURES = 50' EACH SIDE, INCLUDING STREET
- DETACHED STRUCTURES = 25' ON EACH SIDE
- OTHER DETACHED USE PRINCIPLE STRUCTURES = 25' EACH SIDE
- WETLANDS = 25'
- 100-YEAR FLOOD = 75'

SETBACKS PER RS-2 ZONING
LOTS 1-3
FRONT = 45' WETLANDS = 25'
SIDE = 25' 100-YEAR FLOOD = 75'
REAR = 35'

30' WIDE PRIVATE STORM WATER DRAINAGE EASEMENT TO ALLOW CONVEYANCE OF TRIBUTARY STORM WATER RUNOFF



LOCALITY MAP:
N.E. 1/4 SEC. 6, T. 7 N., R. 19 E.
SCALE: 1"=2000'

LOT 1 CSM 11205
N88°40'11"E 492.00

LOT 1
108,225 S.F.
(2.4845 Ac.)

N88°40'11"E 492.00

LOT 2
108,225 S.F.
(2.4845 Ac.)

N88°40'11"E 492.00

LOT 3
108,225 S.F.
(2.4845 Ac.)

N88°40'11"E 492.00

LOT 4
1,012,319 S.F.
(23.2396 Ac.)

220.00 | 220.00 | 220.00 | 220.00 | 94.58

N00°21'52"W 754.58

P.O.C.,
NW. CORNER OF THE NE 1/4 SEC. 6-7-19
WIS. STATE PLANE COORD. SYSTEM - SOUTH ZONE
FND. CONC. MON. W/ BRASS CAP
N-407,391.66 E-2,455,521.07

S00°09'15"E 1199.67

LOT 1 CSM 11464
N88°40'11"E 798.61
LOT 2 CSM 11464

P.O.B.

30' WIDE PRIVATE STORM WATER DRAINAGE EASEMENT TO ALLOW CONVEYANCE OF TRIBUTARY STORM WATER RUNOFF

25' WETLANDS SETBACK

FLOODLINE PER CSM 11464

WETLANDS LINE PER CSM 11464

75' FLOODLINE SETBACK

S00°21'52"E 1602.63

YENCH ROAD (66' WIDE PUBLIC R.O.W.)

LOT 2 CSM 8949

N00°09'15"W 550.85

W. LINE, N.E. 1/4, SEC. 6-7-19 S00°09'15"E 2813.47'

NORTH

LEGEND:
- ■ - INDICATES Section Corner (See Plan for Details)
- ○ - INDICATES "Set" 0.750" O.D. X 18" long reinforcing bar weighing 1.502 lbs. per lineal foot.
- ● - INDICATES "Found" 1" iron pipe, unless noted otherwise.

R.O.W. POST LIES 5.00' E OF CORNER ON R.O.W. LINE

942.63

NO ACCESS PERMITTED (SEE NOTE)

CENTERLINE S.T.H. "16"

155'

N74°12'17"W 1327.91

S89°38'08"W 17.00

R.O.W. POST

STATE HIGHWAY "16" (310' WIDE PUBLIC R.O.W.)

SW. CORNER OF THE NE 1/4 SEC. 6-7-19
WIS. STATE PLANE COORD. SYSTEM - SOUTH ZONE
FND. CONC. MON. W/ BRASS CAP
N-404,578.47 E-2,455,528.64

S00°21'52"E 94.14

SCALE:1"=200'

0 100 200 400

NOTES:
- ALL BEARINGS ARE REFERENCED TO GRID NORTH OF THE WISCONSIN STATE PLANE COORDINATE SYSTEM, SOUTH ZONE (NAD-27), IN WHICH THE WEST LINE OF THE N.E. 1/4 OF SECTION 6, TOWN 7 NORTH, RANGE 19 EAST, BEARS S00°09'15"E.
- ALL TELEPHONE LINES, ELECTRIC LINES, CABLE TELEVISION LINES, TELECOMMUNICATION LINES AND OTHER SIMILAR UTILITY SERVICES SHALL BE PLACED UNDERGROUND UNLESS THE APPLICANT OR UTILITY CAN DEMONSTRATE THAT UNDERGROUNDING IS NOT FEASIBLE.
- WETLANDS AND FLOODLINE SHOWN HEREON ARE FROM CERTIFIED SURVEY MAP NUMBER 11464.
- THERE SHALL BE NO DIRECT VEHICULAR INGRESS OR EGRESS TO STATE HIGHWAY "16" FROM LOT 4. IT BEING EXPRESSLY INTENDED THAT THIS RESTRICTION SHALL CONSTITUTE A RESTRICTION FOR THE BENEFIT OF THE PUBLIC ACCORDING TO S.236.293 OF THE WISCONSIN STATUTES AND SHALL BE ENFORCED BY THE WISCONSIN DEPARTMENT OF TRANSPORTATION AND WAUKESHA COUNTY.

DRAFTED THIS 4TH DAY OF MARCH, 2021. REVISED THIS 9TH DAY OF AUGUST, 2021.
THIS INSTRUMENT WAS DRAFTED BY TED R. INDERMUEHLE, S-3119

JOB NO. 16-015-467-01
SHEET 1 OF 4

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CERTIFIED SURVEY MAP NO._____

BEING A REDIVISION OF LOT 3 OF CERTIFIED SURVEY MAP NUMBER 11464 LOCATED IN THE NORTHWEST 1/4 AND THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 6, TOWN 7 NORTH, RANGE 19 EAST, IN THE CITY OF PEWAUKEE, WAUKESHA COUNTY, WISCONSIN.

SURVEYOR'S CERTIFICATE:

STATE OF WISCONSIN)
)ss
COUNTY OF WAUKESHA)

I, Ted R. Indermuehle, Professional Land Surveyor, do hereby certify:

That I have surveyed, divided, and mapped a redivision of Lot 3 of Certified Survey Map Number 11464, located in the Northwest 1/4 and the Southwest 1/4 of the Northeast 1/4 of Section 6, Township 7 North, Range 19 East, in the City of Pewaukee, Waukesha County, Wisconsin, now being more particularly bounded and described as follows:

Commencing at the Northwest corner of the said Northeast 1/4 Section; Thence South 00°09'15" East and along the West line of the said Northeast 1/4 Section 1199.67 feet to the South line of Lot 1 of Said Certified Survey Map Number 11464 and the place of beginning of lands hereinafter described;

Thence North 88°40'11" East along said North line and it's extension, 798.61 feet to a point on the East line of Lot 2 of Said Certified Survey Map Number 11464; Thence North 00°21'52" West along said East line, 754.58 feet to a point on the South line of Certified Survey Map Number 11205; Thence North 88°40'11" East along said South line, 492.00 feet to the West Right-of-Way line of "Yench Road"; Thence South 00°21'52" East along said West line, 1602.63 feet to a point; Thence South 89°38'08" West along said West line, 17.00 feet to a point; Thence South 00°21'52" East along said West line, 94.14 feet to a point on the North Right-of-Way line of "State Highway 16"; thence North 74°12'17" West along said North line, 1327.91 feet to a point on the West line of said Northeast 1/4 Section; Thence North 00°09'15" West along said West line, 550.85 feet to the point of beginning of this description.

The Parcel contains 1,336,993 Square Feet of land of (30.6931 Acres) of land, more or less.
.

That I have made such survey, land division and map by the direction of **Yench, LLC,** owner of said lands.

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

That I have fully complied with the provisions of Chapter 236 of the Wisconsin Statutes and the Subdivision Regulations of the City of Pewaukee, in surveying, dividing and the mapping the same.

Dated this_____ day of_____, 20_____.

_____
Ted R. Indermuehle, P.L.S.
Professional Land Surveyor, S-3119
TRIO ENGINEERING, LLC
4100 N. Calhoun Rd. Suite 300
Brookfield, WI 53005
Phone: (262)790-1480 Fax: (262)790-1481

Drafted this 4th Day of March, 2021, Revised this 9th day of August, 2021 Job. No. 16-015-467-01
THIS INSTRUMENT WAS DRAFTED BY TED R. INDERMUEHLE, S-3119 SHEET 2 OF 4
L:\LOBBYS\WPDOCS\DOCUMENT\467\16015-01_YENCH ROAD\530-Certified Survey Map\Yench CSM.doc

CERTIFIED SURVEY MAP NO._____

BEING A REDIVISION OF LOT 3 OF CERTIFIED SURVEY MAP NUMBER 11464 LOCATED IN THE NORTHWEST 1/4 AND THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 6, TOWN 7 NORTH, RANGE 19 EAST, IN THE CITY OF PEWAUKEE, WAUKESHA COUNTY, WISCONSIN.

CORPORATE OWNER'S CERTIFICATE OF DEDICATION:

Yench, LLC, a Limited Liability Company duly organized and existing under and by virtue of the laws of the State of Wisconsin, as owner, does hereby certify that said Limited Liability Company has caused the land described on this map to be surveyed, divided, mapped and dedicated as represented on this map in accordance with the provisions of Chapter 236 of the Wisconsin Statutes and the Subdivision Regulations of the City of Pewaukee, this_____ day of _____, 20 _____.

Yench, LLC

_____
Jeff Mierow, Owner

_____
David Mierow, Owner

STATE OF WISCONSIN)
) ss
COUNTY OF)

Personally came before me this _____ day of _____, 20_____, Jeff Mierow, Member of the above named limited liability company, to me known to be the person who executed the foregoing instrument, and to me known to be such Member of said limited liability company, and acknowledged that he executed the foregoing instrument as such officer as the deed of said limited liability company, by its authority.

_____
Print Name: _____
Notary Public, _____County, WI
My commission expires: _____

WETLANDS AND FLOODPLAIN PRESERVATION RESTRICTIONS:

Those areas identified as Wetlands and Floodplain on this Plat shall be subject to the following restrictions:

1.Grading, filling and removal of topsoil or other earthen materials are prohibited except in connection with the construction of a proposed gravel path, unless specifically authorized by the Municipality in which this land is located and, if applicable, the Waukesha County Department of Parks and Land Use, the Wisconsin Department of Natural Resources and the Army Corps of Engineers.
2.The removal or destruction of any vegetative cover, i.e., trees, shrubs, grasses, etc., is prohibited, with the exception that dead, diseased, or dying vegetation may be removed, at the discretion of the landowner and with approval from the Municipality in which this land is located and, if applicable, the Waukesha County Department of Parks and Land Use-Planning and Zoning Division. Silvicultural thinning upon the recommendation of a forester or naturalist and with approval from the Municipality in which this land is located and, if applicable, the Waukesha County Department of Parks and land Use-Planning and Zoning Division shall also be permitted.
3.Grazing by domesticated animals, i.e., horses, cows, etc, is prohibited.
4.The introduction of plant material not indigenous to the existing environment is prohibited.
5.Ponds may be permitted subject to the approval of the Municipality in which they are located and, if applicable, the Waukesha County Department of Parks and Land Use, the Wisconsin Department of Natural Resources and the Army Corps of Engineers.
6.The construction of buildings is prohibited.

CERTIFIED SURVEY MAP NO._____

BEING A REDIVISION OF LOT 3 OF CERTIFIED SURVEY MAP NUMBER 11464 LOCATED IN THE NORTHWEST 1/4 AND THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 6, TOWN 7 NORTH, RANGE 19 EAST, IN THE CITY OF PEWAUKEE, WAUKESHA COUNTY, WISCONSIN.

COMMON COUCIL APPROVAL:

Resolved that the Certified Survey map, in the City of Pewaukee, **Yench, LLC,** owner, is hereby approved and dedication accepted by the City Board of the City of Pewaukee by Resolution No._____, on this ____ day of _____, 20___.

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

Date: _____ _____
Steve Bierce, Mayor

Date: _____ _____
Kelly Tarczewski, Clerk/Treasurer

PLAN COMMISSION APPROVAL:

APPROVED by the Planning Commission of the City of Pewaukee on this ____ day of _____, 20___.

_____
Steve Bierce, Mayor

_____
Brandon Bergman, Plan Commission Secretary

Drafted this 4th Day of March, 2021, Revised this 9th day of August, 2021 Job. No. 16-015-467-01
THIS INSTRUMENT WAS DRAFTED BY TED R. INDERMUEHLE, S-3119 SHEET 4 OF 4
L:\LOBBYS\WPDOCS\DOCUMENT\467\16015-01_YENCH ROAD\530-Certified Survey Map\Yench CSM.doc

CITY OF PEWAUKEE
COMMON COUNCIL AGENDA ITEM 10.

DATE: October 4, 2021

DEPARTMENT: Planning

PROVIDED BY:

SUBJECT:

Discussion and Possible Action Regarding a Certified Survey Map for the Badgerland Supply Property Located at W229 N2450 Homewood Court (PWC 0915-994-001 & PWC 0915-994-003) for the Purpose of Combining Two Existing Properties Into a Single Lot as Requested by Klumb Holdings LLC [Fuchs]

BACKGROUND:

FINANCIAL IMPACT:

RECOMMENDED MOTION:

ATTACHMENTS:

Description

Klumb Holdings LLC CSM

Klumb Holdings CSM Staff Report

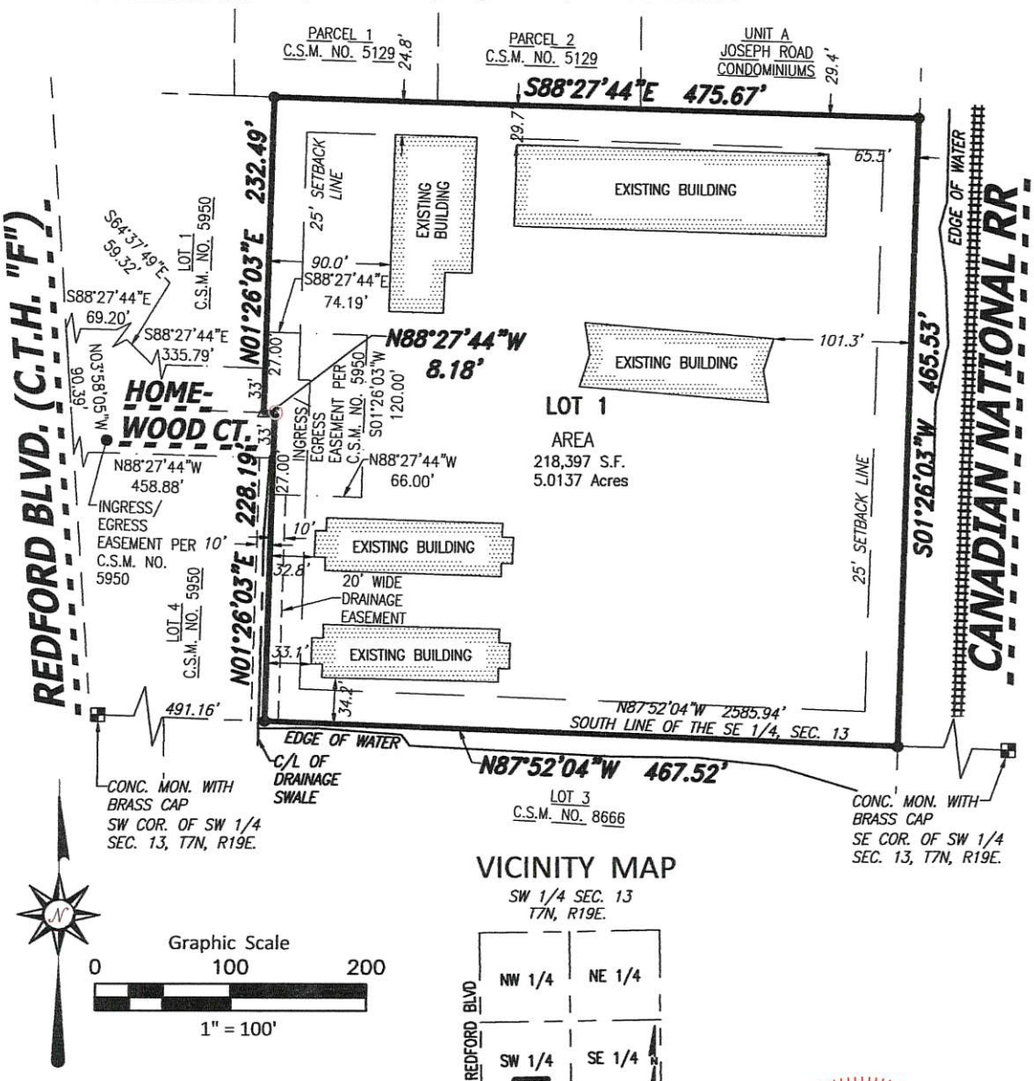
CERTIFIED SURVEY MAP NO._____

A combination of all of Lot 2W and Lot 3 of Certified Survey Map No. 5950, being a part of the Southwest 1/4 of the Southwest 1/4 of Section 13, Township 7 North, Range 19 East, in the City of Pewaukee, Waukesha County, Wisconsin

Owner/Subdivider :
Klumb Holdings LLC
PO Box 1012
Waukesha WI 53187-101

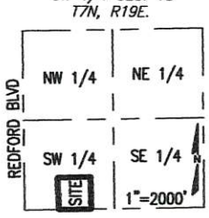
Bearings are referenced to grid North of the Wisconsin State Plane Coordinate System (South Zone) NAD 27, in which the South line of the Southwest 1/4 of Section 13, Town 7 North, Range 19 East, bears S87°52'04"E.

Zoning: Site is zoned M-2



Graphic Scale
0 100 200
1" = 100'

VICINITY MAP



LEGEND

- ● Indicates found 3/4" iron rod.
- △ Indicates found nail.
- Ⓢ Indicates sanitary sewer manhole, found over corner

NOTE

The City of Pewaukee hereby releases any and all rights to the 66 foot wide reservation for public road purposes, as shown on C.S.M No. 5950.

WISCONSIN
DONALD C. CHAPUT
S-1316
MILWAUKEE
WI
LAND SURVEYOR

CHAPUT
LAND SURVEYS
234 W. Florida Street
Milwaukee, WI 53204
414-224-8068
www.chaputlandsurveys.com

This instrument was drafted by Donald C. Chaput
Professional Land Surveyor S-1316

Date: April 16, 2021
Drawing No. 3761-dmb
SHEET 1 OF 4 SHEETS

CERTIFIED SURVEY MAP NO._____

A combination of all of Lot 2W and Lot 3 of Certified Survey Map No. 5950, being a part of the Southwest 1/4 of the Southwest 1/4 of Section 13, Township 7 North, Range 19 East, in the City of Pewaukee, Waukesha County, Wisconsin

SURVEYOR'S CERTIFICATE

STATE OF WISCONSIN}
:SS
MILWAUKEE COUNTY}

I, DONALD C. CHAPUT, Professional Land Surveyor, do hereby certify:

THAT I have surveyed, combined and mapped a combination of all of Lot 2W and Lot 3 of Certified Survey Map No. 5950, being a part of the Southwest 1/4 of the Southwest 1/4 of Section 13, Township 7 North, Range 19 East, in the City of Pewaukee, Waukesha County, Wisconsin, bounded and described as follows:
Commencing at the Southwest corner of said Southwest 1/4 Section; thence South 87°52'04" East along the South line of said 1/4 Section 491.16 feet to the point of beginning of lands hereinafter described; thence North 01°26'03" East along the West line of Lot 4, Certified Survey Map No. 5950 a distance of 228.19 feet to a point on the Northeast corner of said Lot 4; thence North 88°27'44" West along the North line of said Lot 4 a distance of 8.18 feet to the Southeast corner of Lot 1, Certified Survey Map No. 5950; thence North 01°26'03" East along the West line of said Lot 3 a distance of 232.49 feet to a point on the South line of Certified Survey Map No. 5129; thence South 88°27'44" East along said South line and the South line of Joseph Road Condominiums 475.67 feet to a point on the West line of the Canadian National Railroad Right of Way; thence South 01°26'03" West along said West line 465.53 feet to a point on the South line of the Southwest 1/4 of Section 13; thence North 87°52'04" West along said South line 467.52 feet to the point of beginning.
Said lands contain 218,397 square feet or 5.0137 acres.

THAT I have made the survey, land combination and map by the direction of Klumb Holdings LLC, owner.

THAT the map is a correct representation of all the exterior boundaries of the land surveyed and the land combination thereof made.

THAT I have fully complied with the provisions of Chapter 236 of the Wisconsin Statutes and the Land Division and Ordinances in Chapter 18 of the City of Pewuakee in surveying, combining and mapping the same.

April 16, 2021
DATE

Donald C Chaput
DONALD C. CHAPUT
PROFESSIONAL LAND SURVEYOR S-1316



This instrument was drafted by Donald C. Chaput
Professional Land Surveyor S-1316

Date: April 16, 2021
Drawing No. 3761-dmb
SHEET 2 OF 4 SHEETS

CERTIFIED SURVEY MAP NO._____

A combination of all of Lot 2W and Lot 3 of Certified Survey Map No. 5950, being a part of the Southwest 1/4 of the Southwest 1/4 of Section 13, Township 7 North, Range 19 East, in the City of Pewaukee, Waukesha County, Wisconsin

OWNER'S CERTIFICATE

Klumb Holdings LLC, a Wisconsin limited liability company, duly organized and existing under and by virtue of the laws of the State of Wisconsin, as owner, hereby certifies that said limited liability company caused the land described on this Certified Survey Map to be surveyed, combined and mapped as represented on this map in accordance with the requirements of the City of Pewaukee.

Klumb Holdings LLC, as owner, does further certify that this map is required by S.236.20 or 236.12 to be submitted to the following for approval or objection: City of Pewaukee.

IN WITNESS WHEREOF, Klumb Holdings LLC, has caused these presents to be signed by the hand of Michael Klumb, Sole Member, on this _____ day of _____, 2021

In the presence of:

Klumb Holdings LLC

_____
Michael Klumb, Sole Member

STATE OF WISCONSIN}
:SS
WAUKESHA COUNTY}

Personally came before me this ___ day of _____, 2021, Michael Klumb, Sole Member of Klumb Holdings LLC, to me known as the person who executed the foregoing instrument and acknowledged that he executed the foregoing instrument as such officer as the deed of said limited liability company, by its authority.

_____,
Notary Public
State of Wisconsin
My commission expires._____
My commission is permanent.

WISCONSIN
DONALD C. CHAPUT
S-1316
MILWAUKEE
WI
LAND SURVEYOR

This instrument was drafted by Donald C. Chaput
Professional Land Surveyor S-1316

Date: April 16, 2021
Drawing No. 3761-dmb
SHEET 3 OF 4 SHEETS

CERTIFIED SURVEY MAP NO._____

A combination of all of Lot 2W and Lot 3 of Certified Survey Map No. 5950, being a part of the Southwest 1/4 of the Southwest 1/4 of Section 13, Township 7 North, Range 19 East, in the City of Pewaukee, Waukesha County, Wisconsin

PLANNING COMMISSION CERTIFICATE OF APPROVAL

APPROVED by the Planning Commission of the City of Pewaukee on this ___ day of _____, 2021.

_____
STEVE BIERCE, MAYOR

_____
AMI HURD, DEPUTY CLERK-RECORDING SECRETARY

COMMON COUNCIL CERTIFICATE OF APPROVAL

APPROVED by the Common Council of the City of Pewaukee in accordance with the Resolution adopted on, this ___ day of _____, 2021

_____
STEVE BIERCE, MAYOR

_____
AMI HURD, DEPUTY CLERK-RECORDING SECRETARY

WISCONSIN
DONALD C. CHAPUT
S-1316
MILWAUKEE WI
LAND SURVEYOR

This instrument was drafted by Donald C. Chaput
Professional Land Surveyor S-1316

Date: April 16, 2021
Drawing No. 3761-dmb
SHEET 4 OF 4 SHEETS

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 September 16, 2021

Date: September 8, 2021

Project Name: Badgerland Supply Certified Survey Map

Project Address/Tax Key No.: Approximately W229N2450 Homewood Court/PWC 0915994001 & 0915994003

Applicant: Klumb Holdings, LLC

Property Owner: Klumb Holdings LLC

Current Zoning: M-2 Limited Industrial District

2050 Land Use Map Designation: Manufacturing/Fabrication/Warehousing

Use of Surrounding Properties: Industrial properties with outdoor storage (zoned M-2 District) to the north and west, an M-6 District zoned industrial property to the south, and the Canadian National Railroad to the east

Project Description/Analysis

At their May 20, 2021 meeting, the Plan Commission approved a Site & Building Plan Review Application to allow existing buildings located upon two separate properties at approximately W229N2450 Homewood Court to be enclosed and combined as requested by Badgerland Supply.

As these two properties are under common ownership and operate as a single development, staff recommended as a condition of approval that the applicant shall combine the parcels via CSM. As such, the property owner has submitted a Certified Survey Map Application to combine the two existing parcels.

Recommendation

Staff recommends approval of the proposed Certified Survey Map, subject to addressing all comments and questions below to the satisfaction of the City Planner.

1. Please show and label the existing property line to be removed per Section 18.0602, which states, "…property line(s) within the boundaries of the CSM that is proposed to be removed shall be shown on the CSM as a dotted or dashed line and labeled as a 'original or previous lot line – to be removed'.
2. It is difficult to follow, but is the west side property line proposed at 25-feet, except to follow the ingress/egress easement? It would not be recommended to have the setback run through this easement area.

3. In review of CSM, No. 5950, there is a note that states, “Lot 2E and Lot 2W are considered one lot for building purposes. However no building or storage is permitted on Lot 2E.” See link and image below.
   Is there any relationship currently between Lot 2E and the subject properties? Lot 2E is listed as owned by Nationwide Limited Partnership. Is that related to Klumb Holdings LLC at all?

   Are you aware of anything on the deed for Lot 2W that binds these parcels together?

4. Depending upon the response to this comment, the 2E lot should be part of this CSM or referenced in some way if these properties are no longer owned by the same entity or linked together in any way.

CITY OF PEWAUKEE
COMMON COUNCIL AGENDA ITEM 11.

DATE: October 4, 2021

DEPARTMENT: Planning

PROVIDED BY:

SUBJECT:

Discussion and Possible Action Regarding a Certified Survey Map for the Property Located at W226 N4362 Duplainville Road (PWC 0867-994-001 & PWC 0867-994-002) for the Purpose of Building a Home on Lot 2 as Requested by Christian Hansen [Fuchs]

BACKGROUND:

FINANCIAL IMPACT:

RECOMMENDED MOTION:

ATTACHMENTS:

Description

Chris Hansen CSM

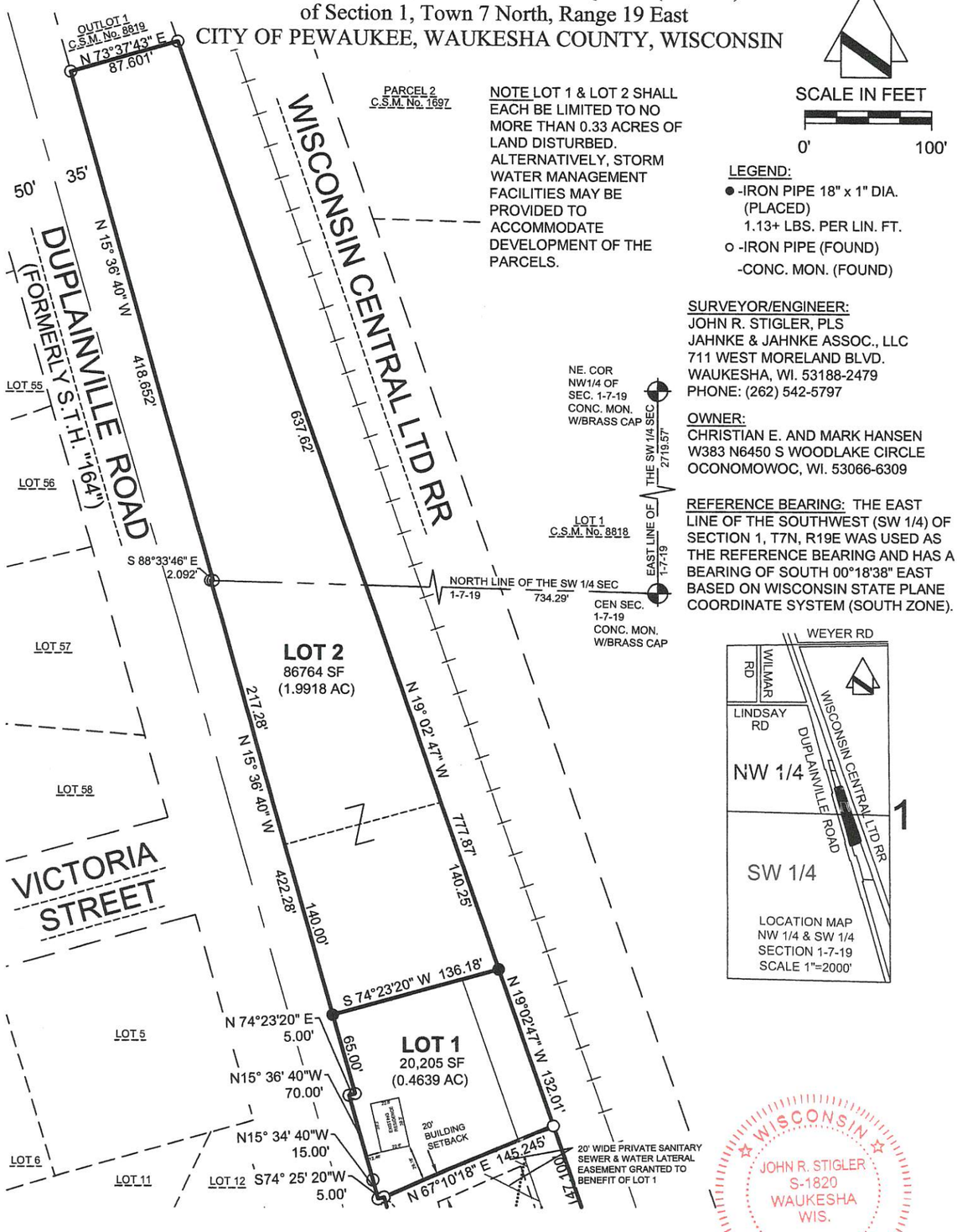
Hansen CSM Staff Report

ARC™
(262) 542-8200

FORM ARC-101

CERTIFIED SURVEY MAP NO._____ Sheet 1 of 4

Being a redivision of Certified Survey Map No. 10777 and 8819 and 11824
and of the Southwest Quarter (SW 1/4) of the Northeast Quarter (NE 1/4) of the Southwest Quarter (SW 1/4)
and the Southeast (SE 1/4) of the Northwest Quarter (NW 1/4)
of Section 1, Town 7 North, Range 19 East
CITY OF PEWAUKEE, WAUKESHA COUNTY, WISCONSIN



NOTE LOT 1 & LOT 2 SHALL EACH BE LIMITED TO NO MORE THAN 0.33 ACRES OF LAND DISTURBED. ALTERNATIVELY, STORM WATER MANAGEMENT FACILITIES MAY BE PROVIDED TO ACCOMMODATE DEVELOPMENT OF THE PARCELS.

SCALE IN FEET
0' 100'

LEGEND:
● -IRON PIPE 18" x 1" DIA. (PLACED) 1.13+ LBS. PER LIN. FT.
o -IRON PIPE (FOUND)
-CONC. MON. (FOUND)

SURVEYOR/ENGINEER:
JOHN R. STIGLER, PLS
JAHNKE & JAHNKE ASSOC., LLC
711 WEST MORELAND BLVD.
WAUKESHA, WI. 53188-2479
PHONE: (262) 542-5797

OWNER:
CHRISTIAN E. AND MARK HANSEN
W383 N6450 S WOODLAKE CIRCLE
OCONOMOWOC, WI. 53066-6309

REFERENCE BEARING: THE EAST LINE OF THE SOUTHWEST (SW 1/4) OF SECTION 1, T7N, R19E WAS USED AS THE REFERENCE BEARING AND HAS A BEARING OF SOUTH 00°18'38" EAST BASED ON WISCONSIN STATE PLANE COORDINATE SYSTEM (SOUTH ZONE).

WISCONSIN
JOHN R. STIGLER
S-1820
WAUKESHA
WIS.
LAND SURVEYOR

John R. Stigler
JOHN R. STIGLER - Wis. Reg. No. S -1820
DATED this 4TH DAY of JUNE, 2021

FILE NAME: S:\PROJECTS\19-9017 (S7848)\DWG\S7848 OUTLOT 2 CSM.DWG
P.S. PEWAUKEE 3532

INSTRUMENT DRAFTED BY JOHN R. STIGLER

ARC™
(262) 542-8200

FORM ARC-101

CERTIFIED SURVEY MAP NO._____ Sheet 2 of 4

Being a redivision of Certified Survey Map No. 10777 and 8819 and 11824
and of the Southwest Quarter (SW 1/4) of the Northeast Quarter (NE 1/4) of the Southwest Quarter (SW 1/4)
and the Southeast Quarter (SE 1/4) of the Northwest Quarter (NW 1/4)
of Section 1, Town 7 North, Range 19 East
CITY OF PEWAUKEE, WAUKESHA COUNTY, WISCONSIN

SURVEYOR'S CERTIFICATE:

I, John R. Stigler, professional land surveyor, being duly sworn on oath, hereby depose and say that I have surveyed, divided and mapped the following land bounded and described as follows:

Commencing at the Northeast Corner of the Northwest (NW 1/4) of Section 1, Town 7 North, Range 19 East being marked by a concrete monument with Brass Cap; thence South 00°28'02" East 2719.57 Feet along the East line of the Northwest Quarter (NW 1/4) of said Section 1 to the center of Section 1 as stated above; thence North 88°33'46" West 734.29 feet along the North line of the Southwest Quarter (SW 1/4) of said Section 1 to the East right-of-way line of Duplainville Road and to the place of beginning of the lands herein after described; Thence North 15°36'40" West 418.652 feet along the East right-of-way line of Duplainville Road; thence North 73°37'43" East 87.60 feet along the South line of Certified Survey Map No. 8819 to the West right-of-way line of the Wisconsin Central Ltd Railroad line; thence South 19°02'47" East 909.88 feet to the South line of Lot-1 of Certified Survey Map No. 10777; Thence South 67°10'18" West 145.245 feet along said South line to the east right of way line of Duplainville Road; Thence South 74°25'40" West 5.00 feet along the east right of way line of Duplainville Road; Thence North 15°34'40" West along said right of way line 15.00 feet; Thence North 15°36'40" West 70.00 feet along said right of way line; Thence North 74°23'20" East 5.00 feet along said right of way line; Thence North 15°36'40" West 422.28 feet along said east right of way line; Thence North 88°33'40" East 2.092 feet along said right of way line to the place of beginning.

Containing a net area of 106969 square feet or 2.45567 Acres of land.

I further certify that I have made such survey, land division and map by the direction of the owners of said land; that such map is a correct representation of the exterior boundaries of the land surveyed and map thereof made; and that I have fully complied with the provisions of Chapter 236 of the Wisconsin State Statutes pertaining to Certified Survey Maps (Section 236.34) and the regulations of the City of Pewaukee in surveying, dividing and mapping the same.

WISCONSIN JOHN R. STIGLER S-1820 WAUKESHA WIS. LAND SURVEYOR

John R. Stigler
JOHN R. STIGLER – Wis. Reg. No. S-1820

STATE OF WISCONSIN)ss
WAUKESHA COUNTY)
The above certificate subscribed and sworn to me this 4th day of June, 2021.

My commission expires July 05, 2023.

Peter A. Muehl
PETER A. MUEHL – NOTARY PUBLIC

NOTARY PUBLIC PETER A. MUEHL STATE OF WISCONSIN

OWNER: CHRISTIAN E. HANSEN AND MARK HANSEN

Instrument drafted by John R. Stigler

P.S. Pewaukee 3532

ARC™
(262) 542-8200

FORM ARC-101

CERTIFIED SURVEY MAP NO._____ Sheet 3 of 4

Being a redivision of Certified Survey Map No. 10777 and 8819 and 11824
and of the Southwest Quarter (SW 1/4) of the Northeast Quarter (NE 1/4) of the Southwest Quarter (SW 1/4)
and the Southeast Quarter (SE 1/4) of the Northwest Quarter (NW 1/4)
of Section 1, Town 7 North, Range 19 East
CITY OF PEWAUKEE, WAUKESHA COUNTY, WISCONSIN

OWNER'S CERTIFICATE:

CHRISTIAN E. HANSEN AND MARK HANSEN, duly organized and existing under and by virtue of the laws of the State of Wisconsin, does hereby certify that it caused the land described on this map to be surveyed, divided and mapped as represented on this map. It also certifies that this Certified Survey Map is required to be submitted to the following for approval: City of Pewaukee.

_____ _____

CHRISTIAN E. HANSEN - OWNER MARK HANSEN - OWNER

STATE OF WISCONSIN)ss
WAUKESHA COUNTY)

Personally came before me this _____ day of _____, 2021, the above named CHRISTIAN E. HANSEN AND MARK HANSEN, of the above named Limited Liability Company, to me known to be the persons who executed the foregoing instrument and to me known to be such Member, and acknowledged that they executed the foregoing instrument as such member as the deed of said Limited Liability Company, by its authority.

My commission expires _____ _____

NOTARY PUBLIC -

WISCONSIN
JOHN R. STIGLER
S-1820
WAUKESHA
WIS.
LAND SURVEYOR

_____

JOHN R. STIGLER - Wis. Reg. No. S-1820
Dated this 4TH day of JUNE, 2021

OWNER: CHRISTIAN E. HANSEN AND MARK HANSEN

Instrument drafted by John R. Stigler P.S. Pewaukee 3532

ARC™
(262) 542-8200

FORM ARC-101

CERTIFIED SURVEY MAP NO._____ Sheet 4 of 4

Being a redivision of Certified Survey Map No. 10777 and 8819 and 11824
and of the Southwest Quarter (SW 1/4) of the Northeast Quarter (NE 1/4) of the Southwest Quarter (SW 1/4)
and the Southeast Quarter (SE 1/4) of the Northwest Quarter (NW 1/4)
of Section 1, Town 7 North, Range 19 East
CITY OF PEWAUKEE, WAUKESHA COUNTY, WISCONSIN

PLAN COMMISSION APPROVAL:
Approved by the Plan Commission, City of Pewaukee, this _____ day of _____, 2021.

_____ _____
STEVE BIERCE – CHAIRMAN AMI HURD – RECORDING SECRETARY

COMMON COUNCIL APPROVAL:
Approved by the Common Council, City of Pewaukee, this _____ day of _____, 2021.

_____ _____
STEVE BIERCE – MAYOR KELLY TARCZEWSKI – CLERK/TREASURER

WISCONSIN
JOHN R. STIGLER
S-1820
WAUKESHA
WIS.
LAND SURVEYOR

John R. Stigler
JOHN R. STIGLER - Wis. Reg. No. S-1820
Dated this 4TH day of JUNE, 2021

OWNER: CHRISTIAN E. HANSEN AND MARK HANSEN

Instrument drafted by John R. Stigler P.S. Pewaukee 3532

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 September 16, 2021

Date: September 10, 2021

Project Name: Hansen Certified Survey Map

Project Address/Tax Key No.: W226N4362 Duplainville Road / Tax Key Nos. 0867994001 and 0867994002

Applicant: Christian E. Hansen and Mark Hansen

Property Owner: Same

Current Zoning: Rs-2 and Rs-4 Single-Family Residential District

Proposed Zoning: Rs-4 Single-Family Residential District

2050 Land Use Map Designation: Low-Medium Density Residential (1/2 Ac. - 2 AC. / D.U.)

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

Project Description

The applicant filed a Certified Survey Map Application requesting to reconfigure two properties located at approximately W226N4362 Duplainville Road (PWC 0867994001 & 0867994002). The applicant is also requesting the City remove the outlot designation of Outlot 1 of CSM 10777 (PWC 0867994002) to create a buildable parcel.

The proposed CSM reduces the size of the existing property at W226N4362 Duplainville Road from 0.8874 acres to 0.4639 acres or 20,205 square feet. This results in the proposed Lot 2 having an area of 1.9918 acres or 86,764 square feet. The applicant has indicated there are no plans to further divide Lot 2 in the future.

Both lots comply with the Rs-4 District minimum lot size of 20,000 square feet and minimum lot width at the setback line of 110-feet. Note that the existing home on Lot 1 will remain as an existing legal nonconforming structure. It can be further noted that the shifting of the property line does not increase any nonconformity of this existing structure. It is nonconforming based upon the street/front yard setback.

As the lot line shift will result in Lot 2 having split zoning between the Rs-2 District and Rs-4 District, *the applicant must rezone that portion of Lot 2 to Rs-4 to eliminate the split zoning, prior to recording the CSM with the Waukesha County Register of Deeds*.

The applicant has provided preliminary grading plans and has discussed utilities with the Engineering Department; however, plans have not yet been finalized. As such, *final grading, storm water*

management and utility plans shall be reviewed and approved by the Engineering Department prior to recording the Certified Survey Map.

Below are additional recommended conditions of approval:

1. *The City shall review and approve the access location for a new home on Lot 2, prior to issuance of a Building Permit.*
2. *Building setback lines shall be shown on the CSM per Section 18.0603b.(2) prior to recording the CSM.*
3. *The Plan Commission recording secretary shall be revised to the current Secretary on Sheet 4 prior to recording the CSM.*
4. *The well located in the basement of the existing home on Lot 1 shall be abandoned per WDNR standards or a well permit must be obtained from the City, which will require proof that the well complies with WDNR code requirements.*
5. *The CSM shall be revised to dedicate a minimum of 36-feet of additional right-of-way along the length of both lots and to revise the approval language on Sheet 4 to accept the dedication.*
6. *Lot 2 shall opt into the Duplainville Road Water Main Extension Assessment, pay the assessment prior to execution of the CSM, and be required to connect to municipal water and sewer when developed.*
7. *A sanitary sewer extension to serve Lots 1 and 2 of the proposed CSM is required. As such a developer's agreement for its construction shall be provided and approved by the City prior to recording the CSM*.
8. *The note regarding the limiting of grading shall be removed as this is a continuation of development of the previous lots and storm water management facilities are required.*
9. *The legal description of the CSM shall be revised as this is not a redivision of CSM's 8819 and 11824.*
10. *The reference bearing E. Line S/W ¼ 0° 18' 38" shall be called out and labeled on the CSM. The bearing line from the north is mislabeled at the SW ¼ section, but it should be NW. The bearings must be labeled on the north and west reference points.*
11. *Sheet 2, paragraph 2, Line 7 shall be revised to "the South line of "Outlot 1 of Certified Survey Map No. 8819".*

Recommendation

A motion recommending approval of the Certified Survey Map to reconfigure the two properties located at approximately W226N4362 Duplainville Road (PWC 0867994001 & 0867994002) and removal of the outlot designation of Outlot 1 of CSM 10777 (PWC 0867994002) to create a buildable parcel, subject to the conditions of approval noted in this report.

CITY OF PEWAUKEE
COMMON COUNCIL AGENDA ITEM 12.

DATE: October 4, 2021

DEPARTMENT: PW - Water/Sewer

PROVIDED BY: Magdelene Wagner/Jane Mueller

SUBJECT:

Discussion and Possible Action Regarding Well No. 3 and Well No. 6 Electrical Service Upgrade and MCC Replacement [Wagner / Mueller]

BACKGROUND:

The Well No. 3 and Well No. 6 Electrical Service Upgrade and MCC Replacement is a project will upgrade the outdated electric at the North Avenue shallow and deep wells and upgrade the motor control centers (MCC). This project is in response to the electrical surges and subsequent pump motor failures at these well houses over the last several years.

FINANCIAL IMPACT:

The 2021 Capital Improvements budget for the Water Utility included $220,000 for this project.

The total project is $357,900.00 with engineering, administration, and contingencies. The Utility has planned borrowing for this year and we recommend including this project in the proposed borrowing.

RECOMMENDED MOTION:

Council adopt the comfort resolution 21-10-34 and award the Well No. 3 and Well No. 6 Electrical Service Upgrade and MCC Replacement to the lowest qualified bidder of Hogan Electric, Inc. in the amount of $267,612.00.

ATTACHMENTS:

Description

Recommendation of Award

Resolution 21-10-34

September 30, 2021

Ms. Magdelene J. Wagner, P.E.
Director of Public Works
City of Pewaukee
W240 N3065 Pewaukee Road
Pewaukee, Wisconsin 53072

RE: Well No. 3 and Well No. 6 Electrical Service Upgrade and MCC Replacement
WU-21-12822

Dear Ms. Wagner:

Bids for the above project were opened on September 30, 2021 at 10:00 a.m. at Pewaukee City Hall and were as follows:

	BIDDER	BASE BID	MANDATORY ALTERNATE	TOTAL
1.	Hogen Electric, Inc.	$159,900.00	$108,000.00	$267,900.00
2.	Next Electric, Inc.	$198,900.00	$113,560.00	$312,460.00
3.	J. Miller Electric	$150,036.00	$131,576.00	$281,612.00

We reviewed the documentation submitted by the apparent low bidder and found that:

1. The Bid Form has been appropriately completed.

2. We have no objections to the low bidder, nor to the proposed major subcontractors and suppliers.

3. Low bidder has successfully completed similar projects.

On these bases, we recommend that Hogen Electric, Inc. be awarded the Well No. 3 and Well No. 6 Electrical Service Upgrade and MCC Replacement contract, in the amount of $267,900.00. On all construction projects unpredictable factors may increase the final contract amount. For this reason we recommend that the City of Pewaukee include a 10 percent contingency when preparing the financial plan for this work.

Our review did not include an evaluation of bidder's current financial condition nor of their permanent safety program.

Should you decide to accept our recommendation, we have prepared the enclosed Notice of Award for your use. After Common Council approval has been received, please have the appropriate official sign where indicated and forward a signed copy of the Notice of Award to our office. We will then fill in the date at the top of page one and forward it, with contracts for execution, to the Contractor. One fully completed Notice of Award will be returned to you for your records.

Bids remain subject to acceptance until November 29, 2021, unless Bidder agrees to an extension. Please advise us of your award decision, or call if there are any questions.

Respectfully,

RUEKERT & MIELKE, INC.

Kenneth R. Ward, P.E. (WI)
Vice President/Office Manager
kward@ruekert-mielke.com

KRW:sjs
Encl: Notice of Award
cc: Jane Mueller, City of Pewaukee
David W. Arnott, P.E., Ruekert & Mielke, Inc.
Christopher L. Epstein, P.E., Ruekert & Mielke, Inc.

NOTICE OF AWARD

		Date of Issuance:	_____
		Owner:	City of Pewaukee
Contract:	Well No. 3 and Well No. 6 Electrical Service Upgrade and MCC Replacement	Owner's Contract No.:	WU-21-12822
Bidder:	Hogen Electric, Inc.	Engineer:	Ruekert & Mielke, Inc.
Address:	1131 Limerick Lane	Engineer's Project No.:	26-10119-200
	Hartford, WI 53027		

TO BIDDER:

You are notified that your Bid dated September 30, 2021 for the above Contract has been accepted by Owner and you are the Successful Bidder and are awarded a Contract for:

Well No. 3 and Well No. 6 Electrical Service Upgrade and MCC Replacement
Base Bid Plus Mandatory Alternate

The Contract Price of your Contract is: $ 267,900.00

Two (2) copies of the proposed Contract Documents (except Drawings) accompany this Notice of Award or have been transmitted or made available to Bidder electronically.

Two (2) sets of the Drawings will be delivered separately, or otherwise made available to Bidder electronically.

Bidder must comply with the following conditions precedent within 15 days of the date of issuance of this Notice of Award:

1. Deliver to Engineer two (2) fully executed counterparts of the Contract Documents.
2. Deliver with the executed Agreement the Bid security as specified in the Instructions to Bidders (Article 21), General Conditions (Paragraph 6.01), and Supplementary Conditions (Paragraph SC-6.01).
3. Deliver with the executed Agreement certificates and other evidence of insurance as specified in the General Conditions (Article 6) and the Supplementary Conditions modifying Article 6 of the General Conditions.

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within 10 days after you comply with the above conditions, Engineer will return to you one fully executed counterpart of the Agreement.

Owner: CITY OF PEWAUKEE

Signature: _____
Authorized Signature

Title: _____

Date: _____

Copy: Engineer

STATE OF WISCONSIN CITY OF PEWAUKEE WAUKESHA COUNTY

RESOLUTION 20-10-34

RESOLUTION DECLARING OFFICIAL INTENT TO REIMBURSE EXPENDITURES WELL #3 & #6 ELECTRICAL SERVICE UPGRADE AND MCC REPLACMENT

WHEREAS, the City of Pewaukee, Waukesha County, Wisconsin (the" City") owns and operates a well and water main system (the "System") as a public entity; and

WHEAREAS, the City expects to receive a loan (the "Loan") to finance the Project and expects to issue tax exempt bonds (the "Bonds") to the Program in evidence of the Loan; and

WHEREAS, it is necessary, desirable, and in the best interests of the city to seek interim financing to fund project costs until the Loan becomes available and the Bonds can be issued.

Section 1. Expenditure of Funds. The City shall make expenditures as needed from its funds on hand to pay the costs of the Project until Bond proceeds become available.

Section 2. Declaration of Official Intent. The City hereby officially declares its intent to reimburse said expenditures with proceeds of the Bonds, the principal amount of which is not expected to exceed $350,000.00 for the Well No. 3 and Well No. 6 Electrical Service Upgrade and MCC Replacement Project.

Section 3. Unavailability of Long-Term Funds. No funds for payment of the Project from sources other than the Bonds are, or are reasonable expected to be reserved, allocated on a long-term basis, or otherwise set aside by the City pursuant to its budget or financial policies.

Section 4. Public Availability of Official Intent Resolution. This Resolution shall be made available for public inspection at the City office within 30 days after its approval in compliance with applicable State law governing the availability of records of official acts including Subchapter II of Chapter 19 and shall remain available for public inspection until the bonds are issued.

Section 5. Effective Date. This Resolution shall be effective upon its adoption and approval.

Adopted this 4th day of October, 2021.

CITY OF PEWAUKEE

_____

ATTEST: Steve Bierce, Mayor

_____

Kelly Tarczewski, Clerk/Treasurer

CITY OF PEWAUKEE
COMMON COUNCIL AGENDA ITEM 13.

DATE: October 4, 2021

DEPARTMENT: Public Works

PROVIDED BY: Magdelene Wagner

SUBJECT:

Discussion and possible action to adopt **Resolution 21-10-35** to extending the Refund Timeline for Hike/Bike Impact Fees. [Wagner]

BACKGROUND:

The Impact Fee collected by the City for the Hike/Bike Trails is required to be spent within 10 years from the date of collection. The oldest impact fees for the Hike/Bike Trails were collected in April 2012 hence they need to be spent by April 2022.

As you are aware, the City authorized the design and bidding of the Northview Road sidewalk in 2021 which is a project included in the impact fee study. Unfortunately, the City received no bids on this project. Feedback from the contractors indicated the project completion date was too tight to complete the project in 2021. Given the time of year and feedback from the Contractors, Staff opted to not re-bid the project in 2021.

Staff is planning to rebid the project in 2022 as part of a larger project (likely a road project), however, construction will not be complete by April 2022.

The State Statutes and City Ordinance allow a 3 year extension on spending the impact fee due to extenuating circumstances with the passage of the attached resolution.

FINANCIAL IMPACT:

RECOMMENDED MOTION:

Council adopt Resolution extending the refund timeline for the Hike/Bike Impact Fees.

ATTACHMENTS:

Description

Resolution 21-10-35

STATE OF WISCONSIN CITY OF PEWAUKEE WAUKESHA COUNTY

RESOLUTION 21-10-35

RESOLUTION EXTENDING THE REFUND TIMELINE FOR HIKE/BIKE IMPACT FEES UNDER SECTION 66.0617(9) WISCONSIN STATUTES

WHEREAS, in accordance with Section 66.0617(4) Wisconsin Statutes, the City of Pewaukee had a Public Facility Needs Assessment Study and Impact Fees Analysis for Parks, Fire, and Trails prepared by Clark Dietz, Inc. in December 28, 2011 and corrected March 1, 2012; and

WHEREAS, as a result of the Public Facility Needs Assessment Study and Impact Fees Analysis the City of Pewaukee adopted Ordinance 12-05; and,

WHEREAS, Ordinance 12-05 repealed and recreated sub-section 17.302 of Chapter 17 of City Codes regarding impact fees; and,

WHEREAS, in accordance with Section 66.0617(4) Wisconsin Statutes, the City of Pewaukee had an updated Public Facility Needs Assessment Study and Impact Fees Analysis for Parks, Fire Department, and Trails prepared by Clark Dietz, Inc. in November 2020; and

WHEREAS, The City adopted Resolution 21-01-01 Establishing the 2021 Impact Fee; and

WHEREAS, Section 66.0617(9) Wisconsin Statutes and City Ordinances Chapter 17.302(d) allows the extension of the 10 year time limit for using impact fees for a period of up to three years if the City adopts a resolution stating extenuating circumstances or hardship; and,

WHEREAS, the World Health Organization (WHO) declared COVID-19 a pandemic on March 11, 2020, the United States of America by Proclamation 9994 on March 13, 2020 declared a National Emergency regarding the COVID 19 Pandemic, the State of Wisconsin by Executive Order #72 Declared a Public Health Emergency regarding COVID 19 on March 12, 2020, Waukesha County by Proclamation on March 13, 2020 declared a State of Emergency regarding COVID 19, and the City of Pewaukee by declaration on March 14,2020 declared a Health Emergency regarding COVID 19 Pandemic; and,

WHEREAS, the declarations above disrupted daily workloads, staffing, and supply chains throughout the world; and,

WHEREAS, The City designed and publicly bid the Northview Sidewalk Extension in August 2021 for construction in 2021; and,

WHEREAS, many contractors reviewed the plans to bid, but the City did not receive any bids to construct the sidewalk; and,

WHEREAS, due to construction weather constraints, the City is unable to rebid the project for construction in 2021; and,

WHEREAS, the City plans to bid the sidewalk construction in 2022 as part of a larger construction project to ensure its construction in 2022,

NOW, THEREFORE, BE IT HEREBY RESOLVED: That the Common Council of the City of Pewaukee hereby authorizes the three year extension as specified in Wisconsin Statutes 66.0617(9) and City Ordinance Chapter 17.302(d); and

BE IT FURTHER RESOLVED that the City of Pewaukee intends to spend the required funds within the three year extension and any funds remaining after that time period will be refunded as required by Wisconsin Statutes 66.0617.

SEVERABILITY

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

ADOPTED THIS 4th day of October, 2021.

CITY OF PEWAUKEE

_____

Steve Bierce, Mayor

ATTEST:

_____

Kelly M. Tarczewski, Clerk/Treasurer

CITY OF PEWAUKEE
COMMON COUNCIL AGENDA ITEM 14.

DATE: October 4, 2021

DEPARTMENT: Planning

PROVIDED BY: Nick Fuchs

SUBJECT:

Discussion and Possible Action Regarding Adoption of a Historic Preservation Ordinance for the City of Pewaukee [Fuchs]

BACKGROUND:

One of the 6 Year Strategic Priorities within the City's Strategic Plan (2019-2024) states, "Implementation of a historic preservation plan." This corresponds with a 3 Year Plan goal to "Complete historic preservation plan," a 1 Year Plan goal to "Fully establish a committee to work on the plan" and a 90 day goal for "Buy-in of Common Council and initial review of historic ordinances."

As such, staff has created a draft of a historic preservation ordinance. Prior to spending additional time revising and finalizing a draft ordinance, staff is requesting an initial review by the Common Council to determine if the Council would like staff to continue to develop this ordinance or, alternatively, amend the Strategic Plan to eliminate the goals noted above.

FINANCIAL IMPACT:

RECOMMENDED MOTION:

A motion to:

Direct staff to continue to develop and bring forward a historic preservation ordinance.

or

Direct staff to revise the City's Strategic Plan to remove all goals related to the creation of a historic preservation ordinance.

ATTACHMENTS:

Description

Draft Historic Preservation ORD

CITY OF PEWAUKEE **WAUKESHA COUNTY** **STATE OF WISCONSIN**

ORDINANCE NO. 21-XX

AN ORDINANCE CREATING CHAPTER 27 HISTORIC PRESERVATION OF THE MUNICIPAL CODE OF THE CITY OF PEWAUKEE, WAUKESHA COUNTY, WISCONSIN

BE IT ORDAINED by the Common Council of the City of Pewaukee, Waukesha County, Wisconsin, that Chapter 27 of the Municipal Code of the City of Pewaukee is hereby created to read as follows:

SECTION 1:
27.00 HISTORIC PRESERVATION

(1) Purpose

a. Protect, enhance and perpetuate sites, structures and districts which represent or reflect elements of the city's, state's or nation's cultural, social, economic, political or architectural history.

b. Stabilize and improve property values around and in historic districts.

c. Foster civic pride in the beauty and accomplishments of the past.

d. Promote historic sites, structures and districts for the education, pleasure and welfare of the people of the city.

(2) Definitions

a. **ALTERATION** - Any act or process which changes one or more of the exterior features of a structure, including but not limited to the erection, construction, reconstruction, demolition or moving of any improvement.

b. **ARCHITECTURAL SIGNIFICANCE** – the importance of a particular structure based on its design, materials, form, style or workmanship.

c. **CERTIFICATE OF APPROPRIATENESS** - A statement verifying that the Commission has reviewed an application to allow the alteration or demolition of any improvement upon a landmark site or within an historic district; that the Commission has found the requested action to be appropriate to the general character of the landmark site or historic district; and that the requested action may be taken subject to applicable building and zoning codes.

d. **COMMISSION** - The Historic Preservation Commission. The Historic Preservation Commission shall serve as the City's review authority for landmarks, historic sites, and historic structures.

e. **DEMOLITION** - Any act or process which destroys in part or in whole an improvement.

f. **DEMOLITION BY NEGLECT** – Means the failure of property owner to maintain a structure or improvement.

g. **HISTORIC DISTRICT** - A place or area designated as an historic district by ordinance of the Common Council under this chapter. In order to be designated, the following requirements shall be met: The historic district may contain, within definable geographic boundaries, one or more landmarks along with such other buildings, places or areas which, while not of such

historic significance to be designated as landmarks, nevertheless contribute to the overall visual characters of the landmark or landmarks located within the District.

h. **HISTORIC SITE** – Means the Common Council designated a real property a historic site based on one of the following:

   i. A real property on which a structure having historical significance is located.

   ii. A real property on which there is no structure, but a historical event has occurred.

i. **HISTORIC STRUCTURE** - Any structure or building designated as a landmark or located in an historic district.

j. **IMPROVEMENT** - Any building, structure, wall, fence, steps, paving, gate, sign, light, general arrangement of place or area, the kind, texture or quality of building material, landscaping or landscape architecture or work of art which may be erected upon or proposed to be erected upon any specific real estate.

k. **LANDMARK** - Any improvement designated as a landmark by ordinance of the Common Council under this chapter which merits rehabilitation, restoration and preservation because of its significance to the city by meeting the standards for designation set forth in this chapter.

l. **LANDMARK SITE** - A parcel of land or part thereof which has historic or prehistoric significance, such as an event or place in the history of the community.

m. **PRESERVATION RESTRICTION** - A right, whether or not stated in the form of a restriction, easement, covenant or condition in any deed, will or other instrument executed by or on behalf of the owner of the land or in any order of taking, appropriate to the preservation of areas, places, buildings or structures to forbid or limit acts of demolition, alteration, use or other acts detrimental to the preservation of the buildings, places or areas designated as a landmark or within an historic district.

n. **REHABILITATION** – means improving property through repair or alteration, making possible an efficient contemporary use while preserving those portions and features of the property which are significant to its historic, architectural and cultural values.

(3) Commission Membership

a. **COMPOSITION**. The commission shall be composed of seven (7) members. If reasonably possible, one (1) shall be a registered architect; one (1) shall be either a historian or an architectural historian, either interested in the field of historic preservation; one (1) shall be a person experienced in either real estate development or real estate financing; one (1) member shall be a citizen member of the Plan Commission and one (1) shall be a member of the Common Council and two (2) shall be citizen members. Each member shall have, to the highest extent practicable, known interest in preservation. Members shall be appointed based upon the Mayor's recommendations subject to confirmation by the Common Council. A quorum shall consist of four (4) Commissioners.

b. TERMS. The term for the initial members of the Historic Preservation Commission shall be staggered with two (2) members serving one (1) year, two (2) members serving two (2) years and three (3) members serving three (3) years. Members may be reappointed for succeeding terms which will be for three (3) a year term. Any member may be removed for

just cause by the Mayor.

c. STAFF. The City Planner / Community Development Director shall provide professional support to the Commission. The City Clerk's office shall provide administrative support to the Commission.

(4) Powers, Duties and Responsibilities of Commission.
The Historic Preservation Commission shall have and exercise the following powers, duties and responsibilities:

a. Recommend to the Common Council that the city accept such gifts, grants and money as may be appropriate for the purposes of this chapter.

b. Conduct a survey of city buildings, places or areas for the purpose of identifying those of historic, architectural and cultural significance and prepare an inventory of those buildings, places or areas identified.

c. Recommend that the Common Council designate by ordinance certain places and areas as landmark sites, structures, or historic districts.

d. Determine an appropriate system of markers for designated landmarks or historic districts.

e. Prepare and publish maps and other descriptive material about the city's landmarks and historic districts.

f. Cooperate with and enlist the assistance of persons, organizations, corporations, foundations, public agencies, City Historical Society and the State Historic Preservation Officer in matters involving historic preservation, renovation, rehabilitation and reuse.

g. Advise owners of landmarks or historic structures on physical and financial aspects of preservation, renovation, rehabilitation and reuse.

h. Review and make decisions on applications for certificates of appropriateness and require the presentation of such plans, drawings, elevations and other information as may be necessary to make decisions.

i. Make recommendations to the Common Council about the acquisition of preservation restrictions or conservation easements.

j. Evaluate and comment on decisions by the Plan Commission, Public Works Committee and Zoning Board of Appeals affecting sites, structures or areas of historic significance.

k. Seek and maintain certification of this chapter by the state and federal governments under 36 CFR 67; 16 USC 470a(c); § 44.44, Wis. Stats.; and the Wisconsin Administrative Code so that property owners are eligible for federal income tax credits for rehabilitation expenses, property owners are eligible to use the State Historic Building Code, the city can participate in decision making for inclusion in the State and Federal Registers of Historic Places and the Certified Landmark Program and so that the city can be eligible to apply for grants.

l. Promulgate standards for architectural and site review for certificates of appropriateness.

(5) Commission meetings, records, notices and hearings.

a. The Commission shall meet as needed. Notice and conduct of meetings shall comply with § 19.81 et seq., Wis. Stats.

b. Records shall be kept and made available to the public pursuant to § 19.31 et seq., Wis. Stats.

c. Commission decisions shall be by majority vote of those Commissioners present and voting. No action shall be taken by the Commission which directs a private owner to do or refrain from doing any specific thing or which refuses to permit a private owner to do some specific thing, unless written notice is given to such owner and unless such owner shall have the opportunity to be heard at a public hearing.

(6) Standards for Designation.

A structure, site or district may be designated for preservation as a landmark or historic district if it:

a. Historic, cultural importance.

   i. Has significant character, interest or value as part of the community's development or heritage;

   ii. Is the site of an historic event with a significant effect upon society; or

   iii. Exemplifies the cultural, political, economic, social or historic heritage of the community.

b. Architectural Significance/Engineering Importance.

   i. Portrays the environment in an era of history characterized by a distinctive architectural style;

   ii. Embodies distinguishing characteristics of an architectural type or engineering specimen;

   iii. Is the type of a designer whose individual work has significantly influenced the community's development; or

   iv. Contains elements of design, detail, materials or craftsmanship which represents a significant innovation.

c. Geographic importance.

   i. By being part of or related to a square, park or other distinctive area, should be developed or preserved according to a plan based on an historic, cultural or architectural character; or

   ii. Owing to its unique location or singular physical characteristic, represents an established and familiar visual feature of the neighborhood or community.

d. Archaeological importance. Has yielded or may be likely to yield information important in prehistory or history.

DRAFT

(7) Landmark Designation.

a. Landmark application. Any person or association may request by application to the Commission that a structure or site be designated as a landmark. The application shall contain such information, plans and photos as requested by the Commission. Whenever possible, the Commission shall secure the written consent of the owner or owners before proceeding to secure designation.

b. Notice. The Commission shall schedule a public hearing on the question of the proposed designation, setting a date, time and place and causing written notice to be given to the person listed as taxpayer in the Assessor's office. The date, time, place and subject of the schedule hearing shall also be published as a Class 1 notice.

c. Public comment. At the public hearing, the Commission shall afford all persons the opportunity to present their views orally and in writing pertinent to the proposed designation. The Commission may make reasonable rules limiting the length of public comment and curtailing nonmaterial comments.

d. Designation.

i. The Commission shall review all information presented to it pertinent to designation and shall provide its findings and conclusions, in the form of a motion and meeting minutes, indicating whether the proposal meets the criteria set forth in § 27(4) of this chapter. A copy said minutes shall be sent to the Common Council.

ii. If the Commission recommends designation, the City Planner shall forward said recommendation from the Commission requesting designation to the Common Council. Upon designation by ordinance of the Council, such structure, place or area shall be a landmark afforded the protection of this chapter as administered by the Commission.

e. Landmark status recorded. A certified copy of the ordinance designating the structure or site as a landmark shall be recorded in the office of the Register of Deeds.

(8) Historic District Designation.

a. Application. Any person or association may petition the Commission requesting that a defined geographic area be designated as an historic district by submittal of a Rezoning Application. The geographic area shall be definable by natural or existing improved boundaries and shall constitute a visual sense of history within the boundaries. The petition shall be accompanied by an application containing such information, plans and photos as requested by the Commission. The Commission may itself initiate the designation for a defined geographic area as an historic district.

b. Plan Commission Review.

i. The Plan Commission shall initially review the proposed designation for an assessment of the proposed designation's impact on development within the city, conformity of the proposed designation with the master or neighborhood plan and assessment of the economic effects which the proposed designation may have upon the city.

ii. The Plan Commission shall submit to the Historic Preservation Commission and to the

representative of the petitioners its recommendations concerning designation.

c. Public Hearing.

i. The Commission shall hold a public hearing upon each petition, and shall give notice to owners of property within 600 feet of the subject property in accordance with Section 17.1300 of the City's Zoning Code.

ii. At the public hearing the Commission shall view and hear all information presented to it pertaining to whether the proposed designation is appropriate. The Commission shall afford all persons the opportunity to present their views orally and in writing pertinent to the proposed designation. The Commission may make reasonable rules regulating the length and materiality of comments.

d. Designation.

i. The Commission shall review all information presented to it pertinent to designation and shall provide its findings and conclusions, in the form of a motion and meeting minutes, indicating whether the proposal meets the criteria set forth in § 27(4) of this chapter. A copy said minutes shall be sent to the Common Council.

ii. If the Commission recommends designation, the Chairperson shall forward said recommendation from the Commission requesting designation to the Council. The matter of designation shall be presented to the Council for decision. Upon designation by ordinance of the Council, such geographic area shall be an historic district afforded the protection of this chapter as administered by the Commission.

e. Pending Designation. After the date of submission of the petition to create an historic district or initiation of designation by the Commission, no permits shall be issued for property within the area of contemplated designation, and no person shall alter or demolish any building or site until the Council determines whether to designate the area as an historic district.

f. Notice of Designation and Recording.

i. After designation, the office of the City Clerk shall notify all property owners within the boundaries of the historic district that the area has been designated as such and that an owner must possess a certificate of appropriateness before obtaining a building permit or otherwise materially affecting the exterior appearance by structural changes, changes of exterior surfaces or any exterior change requiring a building permit.

ii. A certified copy of the ordinance designating the district as historic shall be recorded in the office of the Register of Deeds.

(9) Certificate of Appropriateness.

a. Prohibition. No alteration or improvement which is visible on the outside or demolition shall be done or allowed within a designated historic district or upon a landmark unless a certificate of appropriateness has been issued by the Historic Preservation Commission. Further, no building permit or demolition permit shall be issued for any landmark or any historic structure until the Building Inspector is satisfied that a certificate of appropriateness

has been issued.

b. Criteria in granting a certificate of appropriateness. In reviewing an application for a certificate of appropriateness, the Commission shall consider the following factors:

i. The appropriateness to the Historic District or to the landmark of the proposed alteration or demolition.

ii. Whether such proposed alteration or demolition will further the purposes of this chapter.

iii. Proposed alteration or demolition for any historic structure from the visual perspective of the street, public way or public buildings.

iv. Reference to The Secretary of the Interior's Standards for Rehabilitation, as published in § 36 of the Code of Federal Regulations, Part 67, and as revised from time to time.

v. By further reference to such specific design standards as the Commission may require for the designation of the landmark or historic district. Such specific standards shall relate to the historical significance; the architectural value; the unique design, arrangement, texture, material or color of the building, place or area in question; the relation of such improvement to similar improvements in the immediate surroundings; and the position of such improvement in relation to the street or public way and to other improvements.

vi. The Commission shall not deny a certificate of appropriateness whenever the applicant shows that the alteration or demolition will enhance or is not inconsistent with the inherent historic value of the landmark or of the historic district.

c. Application. Certificate of appropriateness may be applied for from the office of the Building Inspector. The application shall contain such information as requested by the Commission and shall be accompanied by plans and renderings.

d. Issuance of Certificate of Appropriateness.

i. The Commission shall review completed applications presented to it for certificates of appropriateness at its regular monthly meetings and shall grant or deny the certificate. Upon granting a certificate, the office of the Building Inspector shall issue to the applicant a certificate of appropriateness.

ii. A certificate of appropriateness shall expire six months after the date of issuance, unless a Building Permit has been issued. Building, demolition or sign permits are separate from the certificate, and the applicant shall also secure such permits prior to commencing the work.

e. Hardship.

i. Even if a proposed alteration or demolition may be inappropriate owing to conditions especially affecting the structure involved, but not affecting the historic district generally, failure to issue a certificate of appropriateness will involve a substantial

hardship which is not self-created, financial or otherwise to the applicant, and such certificate may be issued without substantial detriment to the public welfare and without substantial derogation from the purposes of this chapter, then the Commission may grant a certificate of appropriateness.

ii. If, however, a proposed alteration or demolition is inappropriate and issuance of a certificate of appropriateness would cause substantial detriment to the public welfare or substantial derogation from the purposes of this chapter, but failure to issue would nonetheless involve a substantial hardship which is not self-created, financial or otherwise to the applicant, then the Commission may order a postponement of any alteration or demolition while it investigates alternatives to granting a certificate.

iii. If after a reasonable period of time, not to exceed one year from the date of first denial of the certificate of appropriateness, no alternative agreement has been reached with the applicant, the Commission may issue a certificate of appropriateness for alteration or demolition of the building, place or area in question.

iv. In granting a certificate of appropriateness in such circumstances, the Commission may prescribe any conditions or limitations that may minimize the adverse impact of the requested alteration or demolition.

(10) Regulation of Demolition.

a. No person in charge of a landmark, landmark site, or improvement within a historic district shall be granted a permit to demolish such property without the written approval of the Common Council.
b. Any application to the building inspector for a permit to demolish a landmark, improvement on a landmark site or improvement within a historic district shall contemporaneously be filed with the Commission. The Commission shall review the application and shall, within 90 days of the filing of that application, make a recommendation to the Common Council with respect to that demolition.
c. Upon receipt of the recommendation of the Commission or if no recommendation is made, 90 days after the filing of the original application, the request for demolition shall be submitted for review and consideration by the Common Council. The Council shall make its decision respecting demolition within 120 days of the Council's receipt of the recommendation from the from the Commission or the expiration of the time period allowed for the Commission's review.
d. In evaluating the petition for demolition, the Common Council shall consider the following:
    i. The age and physical condition of the landmark, improvement on the landmark site, or improvement within a historic district.
    ii. The cost of repairs of the landmark, improvement on landmark site, or improvement within a historic district as compared to the fair market value of that improvement.
    iii. Whether the denial of the demolition permit would result in the loss of all reasonable and beneficial use of or return from the property.
    iv. Whether any hardship or difficulty claimed by the owner is self-created or is the result of any failure to maintain the property in good repair.
    v. The historic significance of the landmark, improvement on a landmark site, or improvement within a historic district.
e. Upon approval of the petition for demolition by the Common Council, the building inspector shall issue the permit to demolish the property provided all other codes and City ordinances

are complied with.

f. Should the Commission fail to recommend issuing a demolition permit due to the failure of the proposal to conform to the guidelines in this article, the applicant may appeal such decision to the Common Council within 45 days of the Commission's final decision. In addition, if the commission fails to recommend issuing a demolition permit, the commission shall work with the applicant for a period of 45 days following the date of denial in an attempt to obtain a certificate of appropriateness within the guidelines of this article. Nothing contained in this subsection shall be deemed to prevent the appeal of an earlier denial by the Commission, whether such appeal might occur during or after the 45-day period where the parities are required to cooperate as described immediately above.

(11) Demolition by Neglect.

In order to promote the purposes of historic preservation, this subsection requires that owners of historic properties maintain their properties and not allow them to fall into disrepair. The requirements of this subsection are applicable only to properties in designated Historic Districts.

Owners or others having legal possession, custody or control of a property in Historic Districts shall maintain or cause to be maintained the exterior and structural features of their properties and not allow conditions of neglect to occur on such properties. It is a violation of the City's Ordinance to not remedy a condition of neglect within the period of time set by a final administrative determination, as described in Subsection b. below.

a. Conditions of neglect include, but are not limited to, the following: 1. Deterioration of exterior walls, foundations, or other vertical support that causes leaning, sagging, splitting, listing, or buckling or deterioration of flooring or floor supports, roofs, or other horizontal members that causes leaning, sagging, splitting, listing, or buckling; 2. Deterioration of external chimneys that causes leaning, sagging, splitting, listing, or buckling; 3. Deterioration or crumbling of exterior plasters or mortars or ineffective waterproofing of exterior walls, roofs, and foundations, including broken windows or doors; 4. Defective protection or lack of weather protection for exterior wall and roof coverings, including lack of paint, or weathering due to lack of paint or other protective covering; 5. Rotting, holes, and other forms of decay; 6. Deterioration of exterior stairs, porches, handrails, window and door frames, cornices, entablatures, wall facings, and architectural details that causes delamination, instability, loss of shape and form, or crumbling; 7. Deterioration that has a detrimental effect on the surrounding historic district or deterioration that contributes to a hazardous or unsafe condition; 8. Deterioration of fences, gates, and accessory structures.

b. Procedure for Enforcement. Upon receipt of a complaint or upon observation, if the City Planner makes a preliminary determination that a property in a Historic District is being neglected, the Planner shall inform the property owner of the preliminary determination and notify the Historic District Commission of the preliminary determination. The Planner will seek remedial action by the property owner. If remedial action has not commenced within 30 days of initial notification, the City Planner, after consultation with the Historic District Commission, shall make a finding of violation.

   In the event of a finding of violation and the corrective action specified in the notice is not instituted within the time allotted, the Manager may institute, perform and complete the necessary remedial work to prevent deterioration. Labor and materials shall be a lien against the property, and draw interest at the highest legal rate, the amount to be amortized over a period of 10 years subject to a public sale if there is a default in payment.

(12) When Building or Demolition Permit is Not Required.
When neither a building or demolition permit is required, if a proposed alteration or demolition constitutes a material change in the exterior appearance of a landmark or of property within an historic district, then a certificate of appropriateness shall be required. Failure to receive a certificate prior to effecting such material change shall constitute a violation of this chapter.

(13) Ordinary Maintenance and Repairs; Public Safety Ex Post Facto.
Nothing in this chapter shall prevent the ordinary maintenance or repair of any exterior architectural feature in the historic district or landmark which does not involve a change in design, material, color or outward appearance; prevent any alteration or demolition which the Building Inspector shall certify is required by public safety because of an unsafe or dangerous condition; nor prevent any alteration or demolition under a permit issued by the Building Inspector prior to the date of petitioning for the creation of an historic district or prior to the date of designation of a landmark.

(14) Zoning.
Whenever an application for a Zoning Map amendment, variation or Conditional Use permit, including a modification or renewal, is submitted to the city for property within a designated historic district or which is a landmark, a notice of any public hearing to be held on the application by the Plan Commission or Zoning Board of Appeals or any other Board or Commission shall be sent to the Historic Preservation Commission. Such notice shall be the same as that sent to owners of property for which the application was filed. The Historic Preservation Commission may submit its comments to the Plan Commission or Zoning Board of Appeals or appropriate Board or Commission, which shall consider such comments, decisions or recommendation on the application. However, nothing contained in this chapter shall supersede or invalidate other ordinances of zoning controls.

(15) Violations and penalties.
No person who owns a structure or site proposed to be designated or designated as a landmark or within an historic district shall personally or by another alter, demolish or construct a structure or site without complying with this chapter. All persons who violate this chapter shall be required to restore the structure or site to its condition prior to the violation and, in addition, be subject to the penalties contained in Chapter 25 of the City's Municipal Code.

SECTION 2: SEVERABILITY.

The several sections of this ordinance are declared 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 upon passage and posting.

Dated this _____ day of _____, 2021.

CITY OF PEWAUKEE

_____
Steve Bierce, Mayor

ATTEST:

_____
Kelly Tarczewski, City Clerk

Published this _____ day of _____, 2020.

DRAFT

CITY OF PEWAUKEE
COMMON COUNCIL AGENDA ITEM 15.

DATE: October 4, 2021

DEPARTMENT: Planning

PROVIDED BY: Nick Fuchs

SUBJECT:

Discussion and Possible Action Regarding an **Ordinance 21-11** to Repeal and Recreate Section 11.04 of the City's Municipal Code to Incorporate Regulations for Short Term Rentals *(First Reading)* [Fuchs].

BACKGROUND:

Attached is a draft ordinance that repeals and recreates Section 11.04 of the City's Municipal Code. The ordinance adds regulations and restrictions related to the operations of short term rentals within the City.

FINANCIAL IMPACT:

RECOMMENDED MOTION:

A motion to approve an ordinance to repeal and recreate Section 11.04 of the City's Municipal Code to incorporate regulations for short term rentals.

ATTACHMENTS:

Description

21.11 Final

CITY OF PEWAUKEE WAUKESHA COUNTY STATE OF WISCONSIN
ORDINANCE NO. 21-11

AN ORDINANCE REPEALING SECTION 11.04 MOTELS, TOURIST CABINS & ETC. AND RECREATING AND RENAMING SECTION 11.04 MOTELS, TOURIST CABINS & SHORT TERM RENTALS OF THE MUNICIPAL CODE OF THE CITY OF PEWAUKEE, WAUKESHA COUNTY, WISCONSIN

BE IT ORDAINED by the Common Council of the City of Pewaukee, Waukesha County, Wisconsin, that Section 11.04 of the Municipal Code of the City of Pewaukee is hereby amended to read as follows:

11.04 HOTELS, TOURIST CABINS & SHORT-TERM RENTALS

(1) Purpose

a. To ensure that the quality of short-term rentals operating within the City is adequate for protecting public health, safety and general welfare, including establishing minimum standards of space for human occupancy and parking and for an adequate level of maintenance;

b. To determine the responsibilities of owners and property managers operating or managing these rental properties for tourists or transient occupants, including, but not limited to, the responsibility to expeditiously and personally respond to, stop, mitigate, or prevent the reoccurrence of unreasonable activities on, or conditions, uses or misuses of, these rental properties which adversely impact or substantially annoy, disturb, threaten, harm, offend or interfere with the residential uses, nature or values of other properties in the neighborhoods in which these rental properties operate, or with the comfort, health, enjoyment, security, life, health, or safety of others, or which substantially interfere with, obstruct, or tend to obstruct or render dangerous for passage any lane, street, road, bridge or other public or private way used by emergency vehicles or protective service personnel to gain access to property or a navigable body of water to provide services, (i.e., public nuisances);

c. To protect the character and stability of all areas, especially residential areas, within the City of Pewaukee;

d. To provide minimum standards necessary for the health and safety of persons occupying or using buildings, structures or premises;

e. To require the provision of liability insurance in connection with the operation of short-term rentals so that persons on these properties, and the owners and occupants of adjacent properties, who suffer bodily injury or property damage arising from the condition or operation of the short-term rental, or from acts or omissions occurring thereon, are afforded a potential source of recovery to pay such damage claims; and

f. To provide for the administration and enforcement hereof.

(2) Definitions

a. ***Clerk*** - The City Clerk of the City of Pewaukee or designee.

b. ***Dwelling Unit*** - One (1) or more rooms with provisions for living, cooking, sanitary and sleeping

facilities and a bathroom arranged for exclusive use by one (1) or more persons maintaining a common household. Dwelling units include residential, tourist rooming house, seasonal employee housing and dormitory units.

c. ***Entity*** - A corporation, investment company, limited partnership, limited liability partnership, limited liability company, cooperative association, unincorporated cooperative association, common law trust, or any other group or organization licensed to do business in this state.

d. ***Guest Register*** – the official record provided and kept by a Property Owner or Property Manager in which short-term rental guests are required to list their true names and addresses before being assigned sleeping quarters, pursuant to Wisconsin Administrative Code § ATCP 72.16.

e. ***Hotel –*** All places wherein sleeping accommodations are offered for pay to transients as a part of a single building of five (5) or more rooms and all places used in connection therewith. The terms motel, tourist court, inn and similar phrases shall be construed as synonymous with hotel.

f. ***License*** - The Hotel or Short-Term Rental License issued under § 11.04.

g. ***License Year*** – The period from July 1st of each year to June 30th of the following year.

h. ***Occupant*** – Any person, over one (1) year of age, living, sleeping, cooking or eating in, or having actual possession of, a dwelling unit.

i. ***Person*** – An individual, group of individuals, or an entity.

j. ***Property Manager*** - Any person who is not the Property Owner and is authorized by the property owner, expressly or impliedly, to act as agent and as the local contact person on behalf of the property owner for one or more short-term rental, and to take remedial action and promptly respond to any violation of this chapter or the City Code relating to the licensed premises.

k. ***Property Owner*** – The owner of a short-term rental.

l. ***Renewal License*** – Any license issued under this Section 11.04 which will be or is in effect for the License Year immediately following a License Year for which the City Clerk issued a license under this chapter for the same short-term rental property.

m. ***Short-Term Rental*** - A residential dwelling that is offered for rent for a fee and for more than 6 days and fewer than twenty-nine (29) consecutive days, as defined in Wisconsin Statutes § 66.0615(1)(dk).

n. ***Tourist or Transient*** – Any person who travels to a location away from their permanent address and occupies a temporary living accommodation for a period of time which is less than 30 consecutive days for vacation, pleasure, recreation, culture, business or employment.

o. ***Tourist Cabin*** – All other lodging places and tourist cabins and cottages other than hotels as herein defined wherein sleeping accommodations are offered for pay to tourist and transients.

(3) Tourist Cabins Prohibited.

No premises in the City of Pewaukee shall be used for the purpose of operating tourist cabins.

(4) Operation of Hotels.

a. No hotels as herein defined shall be permitted to be erected or used for habitation of humans within the City of Pewaukee without first obtaining a permit therefore from the City Clerk as hereinafter provided.

b. Hotel Permits.

Applications for hotel permits shall be made to the City Clerk upon forms to be provided for that purpose. No permit shall be issued unless such building complies in every respect with the statutes of the State of Wisconsin relating to hotels and restaurants and also complies with the rules and regulations of the Wisconsin State Department of Health and Social Services relating to hotels and tourists rooming houses. A license fee as shall be established from time to time by resolution of the Common Council shall be paid at the time of making the application, said fee to run from July 1 of each year to June 30 of the succeeding year. A fee for any fraction of the license year shall likewise be as established from time to time by resolution of the Common Council.

c. Regulation by the City Common Council

I. The owner and operator of any hotel within the City of Pewaukee shall at the time of registration of each guest require the driver of any motor vehicle using such premises to produce for inspection his driver's license. A record shall be kept for at least one (1) year by the operator of each hotel of the registration of each guest assigned accommodations upon said premises and the license number of each motor vehicle used by such guest in connection with such accommodations.

II. The records of each such hotel relating to registration and use of said premises shall be open for inspection to members of the City Common Council the City Clerk and the City Building Inspector at all reasonable times.

(5) Operation of Short-Term Rentals.

a. No person may maintain, manage or operate a short-term rental more than ten (10) nights each License Year without a short-term rental license. Every short-term rental shall be operated by a Property Owner or Property Manager.

b. Each short-term rental Property Owner is required to have the following licenses, permits and inspections:

I. A state of Wisconsin Tourist Rooming House license.
II. A seller's permit issued by the Wisconsin Department of Revenue.
III. A license from the Waukesha County Parks and Land Use - Division of Environmental Health.
IV. A license from the City of Pewaukee issued pursuant to this chapter.
V. An inspection of the premise, prior to issuance of a license and renewal of a license, shall be completed by the City's Fire Inspector, Building Inspector, and Electrical Inspector, and the

property owner shall be subject to the minimum inspection fee for each inspection as dictated by the City's fee schedule.

c. Each short-term rental shall comply with all of the following:

I. No residential dwelling unit may be rented for a period of six (6) or fewer consecutive days. However, after a short-term rental license has been issued for a residential dwelling unit under § 11.04(5), then any subsequent rental of that dwelling unit during the license term may be for a period of six (6) or fewer consecutive days.

II. There shall not be excessive noise as prohibited by § 6.04 of the City Code, excessive fumes, glare, or vibration, any nuisance activities prohibited pursuant to Chapter 7 of the City Code, dogs at large as prohibited by § 11.05(3)(c) of the City Code, or trespass onto neighboring properties as prohibited by § 7.08 of the City Code.

III. Name plates or other signage related to the short-term rental property shall not exceed one square foot. No other signage advertising the short-term rental is permitted on site.

IV. The number of occupants shall not be more than allowed under Wisconsin Administrative Code Chapter ATCP 72 or any other state regulation, state statute, or local ordinance.

V. Not less than one (1) on-site, off-street parking space shall be provided for every four (4) occupants, based upon maximum occupancy.

VI. No recreational vehicles (RVs), campers, tents or other temporary lodging arrangements shall be kept on site in contrary to provisions set forth within the City's Zoning Code or be permitted on site as a means of providing additional accommodations for paying guests or other invitees.

VII. The short-term rental premises shall have functioning smoke detectors and carbon monoxide detectors pursuant to the requirements of Wisconsin Administrative Code Chapter SPS 321.

VIII. The Property Owner shall have and maintain homeowner's liability or business liability insurance for the premises that are used for short-term rental and shall provide written evidence of such insurance with the license application and renewal application forms.

IX. The Property Owner or Property Manager of each short-term rental shall provide a guest register and require all guests to register their true names and addresses and rental time period(s) before being assigned sleeping quarters. The guest register shall be kept by the Property Owner or Property Manager and available for inspection for at least one (1) year, as required by the Wisconsin Administrative Code.

X. Each short-term rental shall comply with this chapter's requirements and any other applicable state, county or local laws, codes, rules or regulations.

XI. Certification of compliance: As a condition of issuance of a license under Section 11.04 of the City Code, the Property Owner or Property Manager shall certify in writing in each initial application and renewal application form that the short-term term rental property is in compliance with the terms and conditions of the license and this chapter.

XII. Upon probable cause to believe that a violation of this chapter, or of a law, code, rule or regulation relating to buildings, housing, electrical, plumbing, heating, gas, fire, health, safety, environmental pollution, water quality, food or zoning has occurred or is occurring, the City Building Inspector, Fire Inspector or a local health officer may request that the Property Owner or Property Manager allow him or her, upon presenting proper identification, access to the short-term rental premises at any reasonable time for any of the following purposes:

1. to determine if there has been a violation of this chapter, or of a law, code, rule or regulation related to the short-term rental or its operation;
2. to determine compliance with previously written violation orders;
3. to examine and copy relevant documents and records related to the operation of the short-term rental; or
4. to obtain photographic or other evidence needed to enforce this chapter. As used in this subsection, "probable cause" means facts and circumstances within an officer's knowledge and of which he or she has reasonably trustworthy information that are sufficient to warrant a reasonable officer in believing that a violation has been or is being committed. If consent is refused, the Building Inspector, Fire Inspector or health officer may apply for a special inspection warrant issued under Wisconsin Statutes § 66.0119, or other warrant, subpoena or order as may be necessary or appropriate.

d. Short-Term Rental License.

I. The City Clerk shall issue a short-term rental license if an applicant demonstrates compliance with the provisions of Section 11.04 of the City Code. A short-term rental license is issued for one (1) License Year and may be renewed annually as provided in § 11.04(5)(f). The license shall contain the following information:
   1. The name of the Property Owner, with contact information including mailing address and a telephone number at which the Property Owner is available.
   2. The name of the Property Manager, with contact information including mailing address and a telephone number at which the Property Manager is available.
   3. The license term.
   4. The state of Wisconsin Tourist Rooming House license number.

e. Short-Term Rental License Procedure.

I. All applications for a short-term rental license shall be filed with the City Clerk on forms provided by the Clerk. Applications must be filed by the Property Owner or the Property Manager. No license shall be issued unless the completed application form is accompanied by payment of the required application fee, which fee shall be non-refundable.
II. Each application shall include the following information and documentation for each short-term rental unit in order to demonstrate compliance with all requirements of this chapter:
   1. The name of the Property Owner, with contact information including mailing address and a telephone number at which the Property Owner is available.
   2. A copy of the state of Wisconsin Tourist Rooming House license issued under Wis. Stat. § 97.605; or proof that such state license has been applied for, in which event a provisional short-term rental license may be issued under this chapter for a period of thirty (30) days but shall be conditioned upon the City Clerk's receipt of a copy of such state license from the applicant within said thirty (30) day period, and if a copy of such state license is not received by the Clerk within said period, then such provisional license shall expire and be void at and after the end of said thirty (30) day period.
   3. A copy of a completed state of Wisconsin Lodging Establishment Inspection form dated within one (1) year of such inspection.

4. Written evidence of liability insurance as required by § 11.04(5)(c)(VII).
5. A copy of a current Seller's Permit issued by the Wisconsin Department of Revenue.
6. A diagram drawn to scale showing the location of buildings and the on-site, off-street parking area(s) designated for tenants and invitees on the premises.
7. Designation of a Property Manager, unless the Property Owner is acting as the Property Manager, with contact information including mailing address and telephone number at which the Property Manager is available, and an affirmative statement that the Property Manager is authorized to act as agent and as the local contact person for the Property Owner with respect to operation of the short-term rental.
8. Written certification by the Property Owner that the short-term rental meets the requirements of this chapter and applicable state and county laws, ordinances and regulations.
9. For renewal licenses only, written certification that a guest register has been kept as required by the Wisconsin Administrative Code.

III. Unless earlier revoked, each license shall run from July 1st of one year to June 30th of the following year and may be renewed for additional one (1)-year periods. The application fee shall be paid upon filing of the application. Any application that does not include all of the information and supporting documentation required by this chapter shall not be considered as complete.

IV. When the City Clerk determines that an application is complete and meets the requirements of this chapter, the Clerk shall approve the application and issue a short-term rental license (or, if applicable, a provisional short-term rental license) to the applicant. If the Clerk determines that the application is incomplete or does not meet the requirements of this chapter, the Clerk shall deny the application and inform the applicant, in writing, of the reason(s) why the application was denied and what action is needed to obtain approval of the application.

V. No short-term rental license (or, if applicable, a provisional short-term rental license) shall be issued or renewed if the applicant or short-term rental property has outstanding fees, taxes, special charges or forfeitures owed to the City.

VI. No short-term rental license (or, if applicable, a provisional short-term rental ordinance) shall be issued if the applicant or short-term rental property is found to be subject to one of the grounds for revocation as provided in § 11.04(5)(i)(IV).

f. Renewal

I. Each application for renewal of a short-term rental license shall include updated information for the documentation on file with the City Clerk, and payment of the renewal fee. A renewal application must be filed with, and a nonrefundable renewal fee must be paid to, the Clerk at least ninety (90) days prior to the license expiration date to allow the City Clerk adequate time to review the application. The Clerk shall determine whether the information provided in the renewal application is complete and meets the requirements of this chapter. The Clerk may also request reports from the City Building Inspector, the Fire Inspector, the Sheriff's Department and other law enforcement agencies regarding any enforcement actions taken with respect to the short-term rental properties and operations, and their owners, tenants, occupants or visitors. The Clerk shall review the renewal application and may approve or deny the application after taking into consideration the number, frequency and/or severity of law

violations relating to the short-term rental property and operations, and its owner(s), tenant(s), occupant(s) or visitor(s), and whether such violations substantially harm or adversely impact the predominantly residential uses and nature of the surrounding neighborhood. If after such consideration the Clerk determines not to renew the license, the Clerk shall notify the applicant in writing of the reason(s) for such decision, and the applicant's right to appeal the decision to the Common Council as provided in § 11.04(5)(i).

II. No license shall be renewed if the short-term rental property is under an order issued by the Building Inspector or a local health officer, or his or her designee, to bring the premises into compliance with state, county or local laws, codes, rules or regulations.

g. Display of Permit.

Each license shall be displayed on the inside of the main entrance door of each short-term rental.

h. Appeal of Licensing Decisions; License Revocation; Appeal Procedure; Judicial Review.

I. The City Clerk's decision to deny an initial short-term rental license or to deny renewal of a short-term rental license shall specify the reason(s) for such denial, in writing. Prior to the time for the renewal of the license, the City Clerk shall notify the licensee in writing of the City's intention not to renew the license and notify the licensee of his or her right to an appeal hearing as provided in § 11.04(5)(i)(II).

II. The City Clerk's decision to deny an initial license or to deny renewal of a license may be appealed to the Common Council by filing a written appeal with the Clerk within twenty-one (21) calendar days (excluding legal holidays) after the date of mailing of the written notice of the City Clerk's decision denying such license or renewal license. The Common Council shall conduct a due process hearing and issue a written decision on the appeal within thirty (30) calendar days of the City's receipt of the written appeal, or the license shall be deemed granted. If the appellant appears at the hearing, he or she may produce and cross-examine witnesses, present relevant evidence, and be represented by counsel of his or her choosing, at his or her expense. If the Common Council finds the City Clerk's reason(s) for his or her decision sufficient, the decision shall be affirmed. If the Common Council finds the City Clerk's reason(s) for his or her decision insufficient, the decision shall be reversed, and the license shall be granted and issued. If the appellant does not appear at the hearing and the Common Council finds the City Clerk's reason(s) for his or her decision sufficient, the decision shall be affirmed. The Common Council's written decision on the appeal must specify the reason(s) for its determination. The City Clerk shall give written notice of the Common Council's decision to the applicant or licensee.

III. A license may be revoked by the Common Council during the term of a License Year and following a due process hearing for one or more of the following reasons:

1. Failure by the licensee to make payment of delinquent fees, taxes, special charges, forfeitures or other debt owed to the City.
2. Failure to maintain all required local, county and state licensing requirements.
3. Any violation of local, county or state laws or regulations which, based upon their number, frequency and/or severity, and their relation to the short-term rental property, its owner(s), tenant(s), occupant(s) or visitor(s), substantially harm or adversely impact the predominantly residential uses and nature of the surrounding neighborhood.

IV. Revocation. Any resident of or owner of property within the City may file a sworn written complaint with the City Clerk alleging one or more violations of § 11.04(5)(c) as grounds for revocation of a short-term rental license issued under this chapter. Upon the filing of the complaint, the Common Council shall notify the licensee of the complaint by certified mail and provide the licensee with a copy of the complaint. The notice shall direct the licensee to appear before the Common Council on a day, time and place included in the notice, not less than ten (10) days and not more than forty-five (45) days from the date of the notice and show cause why his or her license should not be revoked. The hearing shall be conducted as provided in § 11.04(5)(i)(II). If a license is revoked, the City Clerk shall give notice of revocation to the licensee by certified mail – return receipt requested. No part of the fee paid for any license so revoked may be refunded.

V. Judicial Review. The action of the Common Council in granting or renewing, refusing to grant or renew, or revoking a license under this chapter may be reviewed by the Waukesha County Circuit Court upon appeal by the applicant, licensee, or a resident of or owner of property within the City. Such appeal shall be filed within thirty (30) days of the date of mailing by the City Clerk of the notice of the Common Council's action granting or renewing, refusing to grant or renew, or revoking a license. The procedure on review shall be the same as in civil actions commenced in the circuit court pursuant to Wisconsin Statutes Chapters 801 to 807.

i. Penalties

I. Any person who violates any provision of this chapter shall be subject upon conviction thereof to a forfeiture of not less than $10 nor more than $2,000 for each offense, together with the costs of prosecution. Each violation and each day a violation occurs or continues to exist shall constitute a separate offense.

II. The penalties set forth in this section shall be addition to all other remedies of injunction, abatement, or costs, whether existing under this chapter or otherwise.

j. Fees

Any person applying for an initial short-term rental license or renewing a license pursuant to this chapter shall be subject to the fees as established by resolution of the Common Council.

k. Severability.

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

This Ordinance shall become effective upon passage and posting.

Adopted this ____ day of _____, 2021.

COMMON COUNCIL OF THE CITY OF PEWAUKEE

WAUKESHA COUNTY, WISCONSIN

_____

Attest: Steve Bierce, Mayor

_____

Kelly Tarczewski, Clerk/Treasurer