

Office of the Clerk/Treasurer

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

**COMMON COUNCIL
MEETING NOTICE AND AGENDA**

Monday, June 6, 2022

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. Consent Agenda
 - 3.1. Approve the Common Council Meeting Minutes Dated May 5, 2022
 - 3.2. Approval of Accounts Payable Listing Dated June 6, 2022
 - 3.3. Approval of **Resolution 22-06-16** Acknowledging the 2021 Compliance Maintenance Annual Report (CMAR).
 - 3.4. Notification of Temporary Lifting of the Green Road Weight Restriction from Duplainville Road to Springdale Road (CTH SR).
 4. Discussion and Possible Action Regarding the Partnership Agreement with Pewaukee Sussex United Soccer Club [Phalin]
 5. Discussion and Possible Action Regarding the Reallocation of Funds in the IT Budget to Purchase a New Host for the Virtual Server Environment [Kewan].
 6. **PUBLIC HEARING**, Discussion and Possible Action Regarding the Conditional Use Permit for Momentum Early Learning for Property Located at W238 N1660 Busse Road (PWC 0954-998-020) for the Purpose of Expanding Their Current Childcare Center Into a Second Building [Fuchs]
 7. **PUBLIC HEARING**, Discussion and Possible Action Regarding the Conditional Use Permit for Ryan Leibfried for Property Located at N29 W27529 Peninsula Drive (PWC 0933-024) for the Purpose of Constructing a New Boat House Structure [Fuchs]
 8. Discussion and Possible Action Regarding **Ordinance 22-14** Regarding Proposed Text Amendments to Section 17.0435e.(7)(c) of the F-1 Floodplain Zoning District of the City of Pewaukee Zoning Ordinance [Fuchs]
 9. Discussion Related to Revising Section 17.0209 of the City of Pewaukee Zoning Code Related to Accessory Structures and Temporary Use Standards and Related Definitions of Section 17.1400 [Fuchs]
 10. Discussion and Possible Action Regarding the Grading Agreement and Establishing the Value of the

Financial Guarantee for the Ba(en)2 LLC Development [Wagner]

11. Discussion and Possible Action Regarding the Shady Lane and Shady Nook Road Reconstruction and Utility Extension and the Hill n Dale Pond Construction Contract [Wagner]
12. Discussion and Possible Action to Approve the Fifth Reduction of the Swan View Farms Phase 1 Letter of Credit from \$595,595.80 to \$105,204.81 (Reduction of \$490,390.99) [Wagner]
13. Discussion and Possible Action Regarding the Bluemound Water Main Loop-Interim Financing [Wagner]
14. Discussion and Possible Action Regarding the Execution of the Roadside Deer Pick Up Contract with Shawn's Deer Pick Up [Wagner]
15. Discussion and Possible Action Regarding the 2022 - 2023 Trinity Academy Lease [Klein]
16. Consideration Related a Position Statement Regarding to the Town of Lisbon's Proposed Incorporation as a Village [Mayor Bierce]
17. Discussion and Possible Action Regarding Appointments to Various Board, Committees and Commissions [Mayor Bierce]
18. Discussion and Possible Action to Cancel or to Reschedule the First Common Council Meeting in July [Mayor Bierce]
19. 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.
20. Adjournment

Kelly Tarczewski
Clerk/Treasurer

June 2, 2022

NOTICE

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

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

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

DATE: June 6, 2022

DEPARTMENT: Clerk/Treasurer

PROVIDED BY:

SUBJECT:

Approve the Common Council Meeting Minutes Dated May 5, 2022

BACKGROUND:

FINANCIAL IMPACT:

RECOMMENDED MOTION:

ATTACHMENTS:

Description

CC Minutes 5.2.2022

In Attendance:

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

Also in Attendance:

Attorney S. Riffle, Administrator S. Klein, DPW Director M. Wagner, and Clerk/Treasurer K. Tarczewski.

1. Call to Order and Pledge of Allegiance

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

2. Public Comment - None.

3. Consent Agenda

3.1. Approve the Common Council Meeting Minutes Dated April 14, 2022

3.2. Approve the Accounts Payable Listing Dated May 2, 2022

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

4. **PUBLIC HEARING** regarding the Duplainville Road Reconstruction and Trail Construction Project

4.1 Discussion and Possible Action to Accept the Preliminary Engineers Report and Proposed Special Assessment.

4.2 Discussion and Possible Action Awarding the Duplainville Road Reconstruction and Trail Construction Contract to the Lowest Qualified Bidder.

Ms. Wagner noted the construction on Duplainville Road is located in the eastern part of the City and involves a section of the Canadian Pacific railroad north to Weyer Road, which is the termination of the City limits. She said the road has been on the road program for several years and has a Pazer rating of four out of ten. Ms. Wagner stated there have been many utilities extended through this corridor and a lot of trench repairs for the utility's crossings. She said the trenches continue to fail and there have been other repairs. She noted it is an old County highway that had been concrete and at some point it became a City road and had an asphalt overlay over the top. When the City cuts utility trenches they are cutting through old concrete pavement, which causes differential settlements in the trenches. Due to the age of the road, utilities being completed, drainage issues and the bridge being replaced, the City felt it was a great time to do the reconstruction project.

Ms. Wagner stated the reconstruction plan will include removing all existing pavement, stone base, and subgrade fixes. It will be rebuilt from the bottom up. She said the location from Capitol Drive to the Canadian Pacific railroad tracks to the south eight inches of concrete pavement over eight inches of base. The City felt it was warranted to use concrete pavement to allow a longer life. Ms. Wagner noted from Capitol Drive north to Weyer Road will be six-inch hot mix asphalt pavement over 14 inches of base. She noted they will be 12-foot lanes with five-foot paved shoulders and a three-foot gravel shoulder along the corridor. Ms. Wagner noted there is a small

section near Quad Graphics that will have a wider paved shoulder due to truck turning movements from existing truck bays

Discussion took place regarding drainage and cross sections.

Ms. Wagner stated the City has bid a Duplainville Road off road trail from Green Road to Lindsay Road. She noted the Bike and Pedestrian Path Planning Committee were looking at an on road trail. In discussions the City looked at traffic volume, speed and the number of trucks and decided it was much safer to do an off-road trail. She said the City also bid and designed Lindsay Road as an off-road trail. Ms. Wagner stated it will go from Duplainville Road to the Sports Complex. She noted this one also was originally going to be an on-road trail system and the City had the same concerns. She said Lindsay Road is a mandatory alternate to the contract and Common Council will decide if it should move forward. It will be an eight-foot-wide asphalt path that will run the whole corridor. On the south it will connect Green Road and the north will stop at Lindsay Road. She said there were five bids for the project.

Discussion took place regarding the different bids the City received.

Ms. Wagner noted when the City developed the assessment roll there were two potential low bidders. She said assessments are capped at \$3,005.00 for 2022. She also noted this assessment has flood plain and wetland property, which gets a reduced assessment cap of \$951. She said all non-residential properties pay the full assessment. Ms. Wagner stated preliminary notices have been sent and anticipates the finalized assessment will be sent later in the season of 2023. Ms. Wagner noted payments need to be made by October 31, 2023 and can be paid over ten years with a simple interest applied annually to the unpaid balance on their tax bill. She noted assessments are based on the cost of the project. Ms. Wagner said the City allocates the project cost for road, curb, bike trails, storm water utility, minor water, and sewer utility costs. Ms. Wagner also noted Duplainville Road is an Arterial Classification Road and only 50 percent of costs are assessed to property owners. The other 50 percent comes from the tax levy. She said the City received \$1.5 million in federal funding for the project, which reduced the cost.

Further discussion took place regarding assessment districts and cost.

Ms. Wagner anticipates construction will start in June and will run through November of 2022 with possible restoration lagging into 2023. She said the bridge project is anticipated to start in July or August and the bridge will be out for one to two months. Ms. Wagner noted there will be a detour route posted and expects there will be driving delays. Discussion took place regarding access through the different subdivisions.

Mayor Bierce opened the public hearing.

Greg and Danielle Zinda, owners of The Station Pub and Grill (W226N3013 Duplainville Road), asked about signage saying “open for business” and if it would be available or if they will be able to set up signs. Ms. Wagner said the City does not normally put those signs up and said she would check with Mr. Fuchs. Ms. Zinda said this construction will affect their business customers and deliveries. She asked for a direct number to the expeditor or project manager on the project. Ms. Wagner noted a letter will go out stating when the project will start along with contact information for the contractor. She said the City has also been using an email blast which goes out at the end of the day with updates. Mr. Zinda asked about specifics for his property. Ms. Wagner said she will give

him her contact information so they can talk specifically about his property.

Jeff Mierow (#parcel 36) questioned the fairness of his assessment. He noted he has a steep hill and has been told he can't access Duplainville Road from his property. He also questioned the 12-inch pipe. Ms. Wagner said she does not know about access. She said he is being assessed as one residential property and will receive the cap. The remainder of the assessment is deferred and if nothing happens on the property in five years, it will go away. She noted the assessment amount will depend on what happens. Ms. Wagner said she will look at the water service. The 12" watermain is for a future loop, so there may be a reduction.

Kurt Nettesheim (W224N3884 Duplainville Road) said when he developed the property, he was under the understanding that the bike path was going to be alongside the road. He said now it comes halfway into the property. He said he understands it is still within the easement but now he will have a ditch the whole length of his property that he will have to mow and it will not be flat property like it is now. He said he will also have another culvert going in. He said the picture is a lot different than what he had expected when he built the property. Mayor Bierce asked what the depth of the ditch was and Ms. Wagner stated it may be two feet deep.

Fred Lindenstruth (W226N4493 Duplainville Road) wanted more information on the bike path and asked if it would go across Highway F. Ms. Wagner stated the County is working on a separate improvement project in that area and putting in a pedestrian crossing. He said it's a busy highway and feels it is dangerous. Mayor Bierce stated that is why the City separated that part of the trail out from the rest of the project. Mayor Bierce stated it is a safety concern, but the City and County have different ideas.

Kurt Nettesheim stated the speed needs to be controlled on that road.

Mayor Bierce closed the public hearing.

Mayor Bierce asked Common Council if they should accept Lindsay Road or take it out.

Ms. Brown and Mr. Clark felt they should take Lindsay Road out. Mayor Bierce asked if Lindsay Road affects the Duplainville Road project. Ms. Wagner stated it does not affect Duplainville Road and the next opportunity would be to do it when Lindsay Road is being reconstructed.

Ms. Wagner stated Buteyn Peterson Construction would be the lowest qualified bidder. Mayor Bierce asked if the assessments would be affected. Ms. Wagner said Lindsay Road was a separate assessment.

Further discussion took place regarding the assessments.

Ms. Brown noted it would have been nice to get a picture of the area Mr. Nettesheim was talking about. Ms. Wagner stated they had a public information meeting regarding this project prior to the bidding.

A motion was made and seconded (B. Dziwulski, J. Wamser) to award the Duplainville Road reconstruction and trail construction contract to the lowest qualified bidder Buteyn Peterson Construction in the amount of \$5,433,915.88 and to accept the preliminary engineers report and proposed special assessment. Motion Passed: 6-For, 0-Against.

5. Discussion and Action Regarding **Ordinance 22-08** Related to Text Amendments to Section 17.0416 of the Rm-3 Multi-Family Zoning District of the City of Pewaukee Zoning Ordinance

Mr. Klein stated the City is cleaning up ordinances that have been done over the years. He noted Plan Commission has approved.

A motion was made and seconded (I. Clark, C. Brown) to approve Ordinance 22-08 related to text amendments to Section 17.0416 of the Rm-3 multi-family zoning district of the City of Pewaukee Zoning Ordinance. Motion Passed: 6-For, 0-Against.

6. **PUBLIC HEARING**, Discussion and Possible Action Regarding the Comprehensive Master Plan Amendment to Change the Year 2050 Land Use/Transportation Plan Use Designation for the City of Pewaukee for Over the Top Roofing for Property Located at W223 N3481 Duplainville Road (PWC 0912-984) from Medium Density Residential (6,500 square feet – 1/2 acre per dwelling unit) to Retail/Service Commercial

Attorney Riffle noted the first step to change the zoning would be to amend the Comprehensive Plan.

Mayor Bierce stated items 6, 7 & 8 would be included in the public hearing.

Mayor Bierce opened the public hearing and immediately closed it.

Mayor Bierce noted it had been discussed extensively at the Plan Commission meeting and it was approved.

A motion was made and seconded (C. Brown, P. Vetterkind) to approve items 6, 7 and 8 to B-3 general business. Motion Passed: 6-For, 0-Against.

7. Discussion and Possible Action Regarding **Ordinance 22-10** Rezoning the Property Located at W223 N3481 Duplainville Road (PWC 0912-984) from Rs-1 Single-Family Residential to B-3 General Business as Requested by Over the Top Roofing
8. **PUBLIC HEARING**, Discussion and Possible Action Regarding a Conditional Use Permit for Over the Top Roofing for Property Located at W223 N3481 Duplainville Road (PWC 0912-984)
9. **PUBLIC HEARING**, Discussion and Possible Action Regarding a Comprehensive Master Plan Amendment to Change the Year 2050 Land Use/Transportation Plan Use Designation for the City of Pewaukee for Property Located at W225 N3131 Duplainville Road (PWC 0911-993-006 & PWC 0911-989) from Manufacturing/Fabrication/Warehousing and Floodplains, Lowland & Upland Conservancy and Other Natural Areas to Government/Institutional for the Purpose of Constructing an Access Drive, Salt Shed and Fuel Tanks for the New City of Pewaukee DPW Garage

Mr. Klein stated this is phase II of the construction project at the DPW building and noted the main entrance will come in off Duplainville Road.

Mayor Bierce noted the public hearing will include item 10.

Mayor Bierce opened the public hearing and immediately closed it.

A motion was made and seconded (C. Brown, B. Dziwulski) to approve the Comprehensive Master Plan amendment and Ordinance 22-12. Motion Passed: 6-For, 0-Against.

10. Discussion and Possible Action Regarding **Ordinance 22-12** to Rezone Property Located at W225 N3131 Duplainville Road (PWC 0911-993-006 & PWC 0911-989) from M-2 Limited Industrial to I-2 Rural Institutional for the Purpose of Constructing an Access Drive, Salt Shed and Fuel Tanks for the New City of Pewaukee DPW Garage
11. Discussion and Possible Action for Railroad Quiet Zone Study for the Crossings Located at Weyer Road, Green Road, and Watertown Road

Mr. Gabby stated the two locations in question exist along the Canadian National Railroad. One is located at Weyer Road and the other is at Green Road. At Weyer Road the City would file a NOI with the railways and work to determine that safety measures will satisfy their requirements. The study at the Green Road crossing would identify what crossings would be important, which ones need improvements, and how much it would cost. He said this would only be a preliminary review. Mayor Bierce asked if this was for the north/south tracks only. Ms. Wagner noted the railroad was doing improvements on the east/west tracks and the City is waiting on the railroads to make safety improvements before they review it.

Mayor Bierce asked about the two private crossings. Mr. Gabby stated one is on the Zignego property and another at a driveway. He said the study would help determine how much risk is associated with the crossing. Mayor Bierce asked if the homeowner has the right to say it is up to the City if they want to make it a quiet zone. Ms. Wagner stated it would be their right to do so. They would have to give the City permission to do the improvements if any were required. Discussion took place regarding private crossing improvements.

Mr. Reinbold asked if Lisbon has a quiet zone at Highway K. Ms. Wagner said not at Highway K. She said Lisbon has quiet zone crossings further north. She noted Highway K is a County road and the County would not share in those costs. Mayor Bierce asked if Weyer Road was half Pewaukee and half Lisbon. Ms. Wagner stated yes. She said the City would need to partner with Lisbon on Weyer Road or the City would have to pay for it on our own.

Discussion took place regarding safety features on Duplainville Road.

Mr. Vetterkind stated we need the study and can't do anything without it.

Mr. Reinbold asked if the City has approached the property owners. Ms. Wagner stated they have not been contacted, since the City does not know what improvements would even be done at this time without the study.

Ms. Wagner stated at the last meeting she was asking for approval of the study. She would like to know if the City would want to incorporate quiet zones into the City.

Mayor Bierce asked if anyone was there to speak on the quiet zones.

Daniel Amezcuita-Perez (N45W22355 Planetree Trail) said he moved in a month ago and is concerned about the noise and hopes the City makes it a quiet zone.

Greg Stanton (N47W22476 Woodleaf Way) said he moved in a year ago to the Woodleaf Subdivision. He thought it was a great subdivision until they slept there. He said there were eight trains from 1:00 a.m. to 5:00 a.m. He noted the sound of the train was not bad but the sound of the horns were. He feels the City should pursue the quiet zone.

Bill Nordstrom (W223N4647 Seven Oaks Drive) said he attended a meeting a few years ago regarding quiet zones and asked the Town of Lisbon to see if they were willing to share the expense and what the time frame would be. Ms. Wagner stated this is the next step from the study that was completed. She said there have been informal discussions with Lisbon and the City needs to determine what improvements need to be done and what the cost is before any formal discussions would take place. Ms. Wagner said it may be six plus months for a time frame.

Randall Schmidt (N47W22434 Woodleaf Way) said he is concerned about the how long it is taking to get a quiet zone. He noted he lived in Sussex a long time ago and they have one. He said he is telling people not to build because of the sound and the number of trains that go by. He feels Korndorfer Homes and Karek Builders should tell potential buyers there is no quiet zone.

Michael Ruka (W222N4798 Seven Oaks Drive) said anything the City can do to help he would support and appreciate.

Mr. Reinbold stated he lives on the east/west corridor and did research before he bought the property knowing the tracks were there. He said some of the value is incorporated in the costs of the property. Mr. Reinbold noted he would love a quiet zone, but the City must consider the cost.

Mr. Clark stated the City spends money for other nuisances.

Mr. Wamser said he is for it but feels the cost of the study is ridiculous and feels the City should forgo the study.

Attorney Riffle stated the study needs to be done so the City can do the check list. He felt the Engineering Department did not have the time to handle the study. Ms. Wagner noted the City does not have the time to do the study or the means to do a traffic study analysis, which is why they hired the consultant.

Discussion took place regarding prior studies.

Mr. Vetterkind stated it is expensive, but not that difficult.

Mr. Dziwulski would like to see the study go forward since we don't know what we're looking at.

Mr. Clark asked about the 2019 study. Ms. Wagner noted Weyer Road was done in 2019.

Mr. Clark asked if there was a strong consensus to move forward with the improvements.

Attorney Riffle noted it can be special assessed to those that will benefit. Further discussion took place regarding the cost.

A motion was made and seconded (B. Dziwulski, J. Wamser) to approve the Railroad Quiet Zone Study in the amount of \$48,010 and to fund it from the Contingency Fund. Motion Passed: 5-For, 1-Against (C. Brown).

12. Discussion and Possible Action Regarding **Ordinance 22-13** Amending Chapter 5 - Traffic, to Remove Lindsay Road from Redford Boulevard (CHT F) to Duplainville Road from and to Add Hughes Trail to Section 5.05(3)(b) (*First Reading*)

Ms. Wagner stated there were complaints that truck traffic is using Hughes Trail to turn around when they miss the driveway for Pewaukee Industrial Park. Ms. Wagner is asking to add Hughes Trail to the heavy weight restriction. She said if the Sheriff's Department is in the area and a truck makes the turning movement there would be consequences. Ms. Wagner noted Hughes Trail is not designed for heavy truck traffic and is concerned with the longevity of the roadway. Mayor Bierce asked Ms. Wagner if she would like to remove the second reading to speed things up.

Attorney Riffle noted you cannot change the text of the ordinance and it will have to be brought back.

13. Discussion and Possible Action Regarding the 2022 and 2023 Truck Purchase

Ms. Wagner noted the City has been reviewing and getting quotes for plow trucks for the 2022 year. There are supply chain issues with acquiring and delivery of trucks, which will impact this year and next year. She said they have ordered the body and setup for the 2022 plow truck. She noted there is 50 percent down on the order and cab and chassis is not available and they will not get it until 2023. Looking forward to 2023, another truck is up for replacement, and they have been told if the order isn't in now the 2023 truck will not be in until 2025. Ms. Wagner is asking to order the body for the 2023 truck one year in advance and then a notice of intent to order two cab and chassis for the replacement of the 2022 and 2023 trucks. The city would get both trucks in 2023. Ms. Wagner noted there is enough money to order the truck body and setup.

A motion was made and seconded (C. Brown, I. Clark) to approve the down payment for a 2023 truck out of the capital equipment fund. Motion Passed: 6-For, 0-Against.

14. Discussion and Possible Action for No Mow May

Mayor Bierce stated No Mow May helps the bees. He said it doesn't affect the City other than the ordinance regarding the length of the lawn without a fine. Mayor Bierce noted it's not going to cost any money and will allow people to participate if they choose.

Discussion took place regarding the noxious weed ordinance.

Ms. Brown asked how it will be advertised. Mayor Bierce noted Mr. Phalin would put it on the City website. Ms. Brown stated she would hate to see this affect local landscapers by encouraging residents not to mow. Mr. Dziwulski stated he doesn't believe there won't be much interest.

Mayor Bierce noted the City will not be participating in it.

Attorney Riffle stated there is no motion needed and the City will look the other way.

Phyllis Petterson (W222N2878 Timberwood Court) would like to support and participate in No Mow May.

15. Public Comment - None.

16. Adjournment

A motion was made and seconded (B. Dziwulski, I. Clark) to adjourn the meeting at 8:21 p.m. Motion Passed: 6-For, 0-Against.

Respectfully Submitted,
Kelly Tarczewski Clerk/Treasurer

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

DATE: June 6, 2022

DEPARTMENT: Clerk/Treasurer

PROVIDED BY:

SUBJECT:

Approval of Accounts Payable Listing Dated June 6, 2022

BACKGROUND:

FINANCIAL IMPACT:

RECOMMENDED MOTION:

ATTACHMENTS:

Description

A/P 6-6-2022

Check Date	Check	Vendor Name	Description	Amount
Bank 100 GENERAL FUND CHECKING				
05/19/2022	134827	1ST AYD	FD RESTOCK SUPPLIES	1,068.02
05/19/2022	134828	ALL-WAYS CONTRACTORS, INC	HWY TOPSOIL	102.00
			HWY TOPSOIL	224.00
				326.00
05/19/2022	134829	ARAMARK	HWY UNIFORMS	88.40
			HWY UNIFORMS	88.40
			HWY UNIFORMS	88.40
				265.20
05/19/2022	134830	ARROW TERMINAL, LLC	HWY WASHERS, LOCK NUTS, SCREWS	131.69
05/19/2022	134831	AT&T MOBILITY	FD AIR CARDS	688.01
05/19/2022	134832	BATZNER PEST CONTROL	P&R PEST CONTROL	69.00
			P&R PEST CONTROL	332.00
				401.00
05/19/2022	134833	BEN WESTON	DEER CONTROL	150.00
05/19/2022	134834	BOUCHER CHEVROLET	FD REPAIRS	552.38
05/19/2022	134835	CHRIS STIYER	P&R BOOT REIMBURSEMENT	240.45
05/19/2022	134836	CINTAS	HWY SAFETY RESTOCK	300.96
05/19/2022	134837	CITY OF BROOKFIELD	SW SEWER SERVICE CHG	155,555.97
			SW SEWER PRETREATMENTS	18,361.06
				173,917.03
05/19/2022	134838	COREY OIL	HWY CLEAR DIESEL	1,693.43
			HWY UNLEADED GASOLINE	2,017.74
			HWY CLEAR DIESEL	3,080.57
			HWY UNLEADED GASOLINE	1,909.55
				8,701.29
05/19/2022	134839	DAN PLAUTZ CLEANING SERVICE	CH CLEANING THE FACILITY	2,873.00
05/19/2022	134840	DIGITAL OFFICE SOLUTIONS	BLD XEROX WC6605 USAGE	38.57
05/19/2022	134841	DIVERSIFIED BENEFIT SERVICES, INC.	MAY FLEX ADMIN EXPENSES	198.00
05/19/2022	134842	ELLIOTT ACE HARDWARE	FD WEATHERSTRIP	53.98
			FD COMBO LUGGAGE LOCK	23.98
			SW CORNER BRACE AND FASTENERS	6.68
			SW FASTENERS	5.96
			SW FASTENERS	1.40
			SW CLAMP AND FASTENERS	11.98
			HWY PRIMER BULB	6.99
				110.97
05/19/2022	134843	EQUAL RIGHT DIVISION	P&R WORK PERMITS	15.00
05/19/2022	134844	FOSTER COACH SALES, INC.	FD VEHICLE REPAIRS	48.22
05/19/2022	134845	GRAINGER	HWY EQUIP REPAIR	12.97
05/19/2022	134846	HOGEN ELECTRIC	SW PMT 2 FOR WELL 3 AND WELL 6 PROJECT	60,396.35
05/19/2022	134847	HUMPHREY SERVICE PARTS, INC	P&R FILTER	11.92
			SW FILTERS	15.58
			SW FILTER	4.79

Check Date	Check	Vendor Name	Description	Amount
			HWY FILTER	16.74
			HWY FILTER	23.01
			HWY EQUIP REPAIR	33.28
			HWY EQUIP REPAIR	99.84
			HWY FILTER	16.74
				221.90
05/19/2022	134848	HYDROCORP	SW CROSS CONNECTION INSPECTION	1,171.00
05/19/2022	134849	J&L TIRE AND SERVICE CENTER	FD REPAIRS	629.94
05/19/2022	134850	JOHN P LOCHEN CO. INC	HWY NUTS AND BOLTS	44.27
			HWY EDGE CUTTING	183.44
				227.71
05/19/2022	134851	JOHN'S DISPOSAL SERVICE	ENG APRIL LANDFILL CHGS	14,843.33
05/19/2022	134852	KATIE TURLEY	P&R PROGRAM REFUND	1,580.00
05/19/2022	134853	KEITH KAUFMANN	DEER CONTROL	100.00
05/19/2022	134854	KEN WEBER TRUCK SERVICE	FD VEHICLE REPAIR	437.50
05/19/2022	134855	KORNDORFER HOMES	BD Bond Refund	500.00
05/19/2022	134856	LANGE ENTERPRISES, INC	BLD TILES	107.09
			BLD TILES	170.14
			BLD TILES	236.43
			BLD TILES	277.68
				791.34
05/19/2022	134857	LANNON STONE PRODUCTS	HWY STONE	400.20
05/19/2022	134858	MENARDS	P&R SUPPLIES FOR PARK BUILDINGS	67.90
			P&R SUPPLIES FOR PARK BUILDINGS AND NEW	211.31
			P&R NEW EQUIPMENT FOR PARKS	29.99
			HWY PL LANDSCP BLOCK	17.56
				326.76
05/19/2022	134859	MICHAELIS GABBEY	ENG TRAVEL EXPENSE REIMBURSEMENT	289.40
05/19/2022	134860	MINUTEMAN PRESS	ENG YARD SIGNS	18.57
05/19/2022	134861	NATIONWIDE RETIREMENT SOLUTIONS	RETIREMENT PAYDATE 5/20/22	2,109.09
05/19/2022	134862	ODP BUSINESS SOLUTIONS LLC	BLD OFFICE SUPPLIES	46.19
			BLD OFFICE SUPPLIES	39.57
			BLD OFFICE SUPPLIES	47.28
				133.04
05/19/2022	134863	PAM MCCOLLOW	P&R PROGRAM REFUND	30.00
05/19/2022	134864	PREMIUM WATERS, INC	P&R WATER	22.99
			HWY WATER	33.00
				55.99
05/19/2022	134865	PROHEALTH CARE MEDICAL ASSOCIATES	HR EXAMS	238.00
			HR EXAMS	100.00
			HR EXAMS	576.00
			HR EXAMS	100.00
			HR EXAMS	250.00
				1,264.00
05/19/2022	134866	RICHARD CARR	DEER CONTROL	150.00
05/19/2022	134867	RYAN WESTON	DEER CONTROL	150.00

Check Date	Check	Vendor Name	Description	Amount
05/19/2022	134868	SAFETY-KLEEN CORP	HWY PARTS WASHER SERVICE	221.41
05/19/2022	134869	SCHOOL DISTRICT OF MENOMONEE FALLS	P&R REC PROGRAMS	256.00
05/19/2022	134870	SOFT WATER, INC.	FD SOLAR SALT	62.48
			FD SOLAR SALT	12.92
				<u>75.40</u>
05/19/2022	134871	THOMAS PERDZOCK	DEER CONTROL	250.00
05/19/2022	134872	TIME FOR ME	P&R MUSIC MAKERS	350.00
05/19/2022	134873	TOTAL TOOL	SW HACKZALL BARE TOOL	120.78
05/19/2022	134874	TRUGREEN PROCESSING	P&R LAWN SERVICE	74.55
05/19/2022	134875	TURNOUT MANAGEMENT	FD EQUIP REPAIR	502.76
05/19/2022	134876	VERIZON	SW TELEPHONE/SCADA	381.47
05/19/2022	134877	WASTE MANAGEMENT	HWY RECYCLABLES	1,824.56
			HWY RECYCLABLES	2,794.60
				<u>4,619.16</u>
05/19/2022	134878	WAUKESHA CO DEPT OF PUBLIC WORKS	ENG UTILITY PERMIT U2022-076	350.00
05/19/2022	134879	WAUKESHA CO TREASURER	PLC JUNE 2022 POLICE SERVICES	253,459.29
			HWY BRINE	1,680.00
				<u>255,139.29</u>
05/19/2022	134880	WAUKESHA LIME & STONE CO.	HWY STONE	428.97
			HWY STONE	1,221.20
				<u>1,650.17</u>
05/19/2022	134881	WESTRIDGE BUILDERS	BD Bond Refund	500.00
05/19/2022	134882	WHITLOW'S SECURITY SPECIALISTS	P&R KEYS FOR PARKS	133.40
05/19/2022	134883	WOLF CONSTRUCTION COMPANY	HWY COLD MIX	318.00
05/26/2022	134884	1ST AYD	FD POLYLINERS	201.81
05/26/2022	134885	AIRGAS USA	FD OXYGEN	144.47
			FD OXYGEN	182.77
				<u>327.24</u>
05/26/2022	134886	AMI HURD	CT MILEAGE REIMBURSEMENT	28.67
05/26/2022	134887	BIELINSKI HOMES	BD Bond Refund	500.00
05/26/2022	134888	BRAHM ENTERPRISES LLC	FD PLUMBING LABOR	599.63
			FD PLUMBING LABOR	240.00
				<u>839.63</u>
05/26/2022	134889	CINTAS	SW SAFETY RESTOCK	109.34
05/26/2022	134890	CONLEY MEDIA	PUBLICATION FEES	1,904.71
			PUBLICATION FEES	749.52
				<u>2,654.23</u>
05/26/2022	134891	CORE & MAIN LP	SW WASHER, MAGNETIC LOCATOR	1,371.72
05/26/2022	134892	EMERGENCY TECHNICAL DECON	FD CLOTHING	467.00
05/26/2022	134893	FERGUSON WATERWORKS	CH BUILDING REPAIRS	72.68
			SW VALVE NORTH AVE DEEP WELL	14.66
				<u>87.34</u>

Check Date	Check	Vendor Name	Description	Amount
05/26/2022	134894	GALLS	FD CLOTHING	160.00
			FD CLOTHING	330.82
			FD CLOTHING	330.82
			FD CLOTHING	559.56
			FD CLOTHING	59.84
			FD CLOTHING	55.39
			FD CLOTHING	343.97
			FD CLOTHING	343.97
				<u>2,184.37</u>
05/26/2022	134895	GORDON MERZ	P&R FISHING FOR FUN PROGRAM	550.00
05/26/2022	134896	HAWKINS, INC.	SW CHEMICALS	4,138.60
05/26/2022	134897	HEARTLAND BUSINESS SYSTEMS	IT NON SERVER MONITORING	92.00
05/26/2022	134898	HOME DEPOT CREDIT SERVICE	CH BUILDING REPAIRS	678.10
05/26/2022	134899	JACK HOWARD	P&R BOOT REIMBURSEMENT	75.00
05/26/2022	134900	JAN DASSOW	P&R LINE DANCING SESSION 2 & 3	132.00
05/26/2022	134901	JENNIFER SCHOLTKA	P&R ZUMBA GOLD	540.00
05/26/2022	134902	KELLY TARCZEWSKI	BOR REIMBURSEMENT AND WELLNESS	42.28
05/26/2022	134903	KM SPORTS	P&R SOFTBALLS	364.00
05/26/2022	134904	KORNDORFER HOMES	BD Bond Refund	500.00
05/26/2022	134905	LAKE COUNTRY CONSERVATIONISTS	P&R SLUDGE PELLETS	1,210.49
05/26/2022	134906	LIFE-ASSIST INC	FD SAFETY SUPPLY RESTOCK	580.16
05/26/2022	134907	MAGDELENE WAGNER	ENG TRAVEL REIMBURSEMENT	118.82
05/26/2022	134908	MANISH AMIN	CRT CITATION OVERPAYMENT	811.00
05/26/2022	134909	MARY FIRNROHR	P&R TAI CHI SESSION 4	326.40
05/26/2022	134910	MENARDS	P&R TEFLON TAPE AND PREM BASKET	24.96
			P&R PVC, SEAM SEALER	141.97
			SW TRIGGER TORCH KIT	34.99
			SW LP TANK EXCHANGE	17.99
			SW WATT ELEMENT	9.99
				<u>229.90</u>
05/26/2022	134911	MILWAUKEE COUNTY ZOO	P&R FIELD TRIP	922.00
			P&R FIELD TRIP	824.50
				<u>1,746.50</u>
05/26/2022	134912	MUNICIPAL LAW & LITIGATION GROUP S.	LEGAL FEES	8,752.20
05/26/2022	134913	NANCY TEAS	P&R LINE DANCING SESSION 2 & 3	132.00
05/26/2022	134914	NELSON LIU	P&R BOOT REIMBURSEMENT	41.45
05/26/2022	134915	ODP BUSINESS SOLUTIONS LLC	BLD OFFICE SUPPLIES	23.00
			BLD OFFICE SUPPLIES	34.19
			BLD OFFICE SUPPLIES	5.98
			CT PAPER	11.82
			CH TISSUE AND TOWELS	304.97
			CH TISSUE	89.52
			CT BATTERIES	16.79
			SW OFFICE SUPPLIES	142.37
				<u>628.64</u>
05/26/2022	134916	OFFICE COPYING EQUIPMENT, LTD	CT SHARP MX 7580N CONTRACT	482.00
			CRT SHARP MX3571 CONTRACT	22.93
			FD SHARP MX 3071 CONTRACT	23.49
				<u>528.42</u>

Check Date	Check	Vendor Name	Description	Amount
05/26/2022	134917	PARKITECTURE & PLANNING	P&R PLAYSCAPE AND GROUNDS MAINTENANCE	6,912.00
05/26/2022	134918	PITNEY BOWES BANK PURCHASE POWER	POSTAGE	5,005.00
05/26/2022	134919	PITNEY BOWES GLOBAL	CT USPS TRACKING SERVICES	21.00
05/26/2022	134920	PITNEY BOWES GLOBAL	SW METER USAGE	991.74
05/26/2022	134921	PORT-A-JOHN	P&R SEASONAL RESTROOM	96.00
			P&R SEASONAL RESTROOM	96.00
			P&R SEASONAL RESTROOM	96.00
			P&R SEASONAL RESTROOM	96.00
				384.00
05/26/2022	134922	POWER HAWK TECHNOLOGIES	FD DECALS	136.50
05/26/2022	134923	PREMIUM WATERS, INC	P&R WATER	39.99
			CRT WATER	49.49
				89.48
05/26/2022	134924	RANDY ROMENS	BLD MILEAGE REIMBURSEMENT	30.42
05/26/2022	134925	SCHOOL DISTRICT OF MENOMONEE FALLS	P&R KNITTING PROGRAM	510.00
05/26/2022	134926	ST. BARTHOLOMEW'S EPISCOPAL CHURCH	P&R FACILITY RENTAL	1,050.00
05/26/2022	134927	STACI JOERS	P&R STEAK COOKING CLASS	378.00
05/26/2022	134928	STATE OF WI COURT FINES & ASSMTS	CRT STATES SHARE OF COURT COSTS & ASSESS	6,412.93
05/26/2022	134929	STRAND ASSOCIATES, INC	ENG LINDSAY RD TRAIL DESIGN	2,906.81
			SW WATER SYSTEM MASTER PLAN	31,400.00
				34,306.81
05/26/2022	134930	TRUGREEN PROCESSING	P&R LAWN SERVICE	207.90
			P&R LAWN SERVICE	135.45
			P&R LAWN SERVICE	80.85
			P&R LAWN SERVICE	99.75
				523.95
05/26/2022	134931	US BANK EQUIPMENT FINANCE	ENG PLOTTER LEASE	446.26
05/26/2022	134932	USA BLUEBOOK	SW HYDRANT RATCHET WRENCH HANDLE, PVC	455.85
05/26/2022	134933	VILLAGE OF PEWAUKEE	JUNE 2022 LIBRARY	70,049.25
05/26/2022	134934	WACHTEL TREE SCIENCE	ENG UF GRANT PROJECT	22,247.00
05/26/2022	134935	WAUKESHA CO REGISTER OF DEEDS	ENG TRANSPORTATION DOCUMENTS	50.00
05/26/2022	134936	WAUKESHA CO TREASURER	CH TAX BILLING	7,037.38
			CRT COUNTY JAIL ASSESSMENTS & DRIVER IMP	2,121.67
				9,159.05
05/26/2022	134937	WESTRIDGE BUILDERS	BLD 211004 OCCUPANCY BOND REFUND	500.00
05/26/2022	134938	WI DNR ENVIRONMENTAL FEES	ENG STORMWATER MUNICIPAL GROUP FEE	2,000.00
05/26/2022	134939	WISCONSIN LEGAL BLANK	BLD ORANGE DOOR HANGERS	116.40

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

DATE: June 6, 2022

DEPARTMENT: PW - Water/Sewer

PROVIDED BY: Magdelene Wagner/Jane Mueller

SUBJECT:

Approval of **Resolution 22-06-16** Acknowledging the 2021 Compliance Maintenance Annual Report (CMAR).

BACKGROUND:

The Department of Natural Resources per Chapter NR 208 requires an annual report on our sanitary sewer system. The CMAR is a self-evaluation tool that promotes the owner's awareness and responsibility for wastewater collection and treatment needs, measures the performance of a wastewater treatment works during a calendar year, and assesses its level of compliance with permit requirements.

FINANCIAL IMPACT:

RECOMMENDED MOTION:

Approval of Resolution Acknowledging the 2021 Compliance Maintenance Annual Report (CMAR).

ATTACHMENTS:

Description
2021 CMAR
Resolution

Compliance Maintenance Annual Report

Pewaukee City Sewage Collection System

Last Updated: Reporting For:
6/1/2022 **2021**

Financial Management

1. Provider of Financial Information

Name:

Renee S Reed

Telephone:

2626910804

(XXX) XXX-XXXX

E-Mail Address
(optional):

reed@pewaukee.wi.us

2. Treatment Works Operating Revenues

2.1 Are User Charges or other revenues sufficient to cover O&M expenses for your wastewater treatment plant AND/OR collection system ?

● Yes (0 points) ☐

○ No (40 points)

If No, please explain:

2.2 When was the User Charge System or other revenue source(s) last reviewed and/or revised?
Year:

2020

● 0-2 years ago (0 points) ☐

○ 3 or more years ago (20 points) ☐

○ N/A (private facility)

2.3 Did you have a special account (e.g., CWP required segregated Replacement Fund, etc.) or financial resources available for repairing or replacing equipment for your wastewater treatment plant and/or collection system?

● Yes (0 points)

○ No (40 points)

0

REPLACEMENT FUNDS [PUBLIC MUNICIPAL FACILITIES SHALL COMPLETE QUESTION 3]

3. Equipment Replacement Funds

3.1 When was the Equipment Replacement Fund last reviewed and/or revised?

Year:

2021

● 1-2 years ago (0 points) ☐

○ 3 or more years ago (20 points) ☐

○ N/A

If N/A, please explain:

3.2 Equipment Replacement Fund Activity

3.2.1 Ending Balance Reported on Last Year's CMAR

\$ 2,249,439.20

3.2.2 Adjustments - if necessary (e.g. earned interest, audit correction, withdrawal of excess funds, increase making up previous shortfall, etc.)

+

\$ 1,179.40

3.2.3 Adjusted January 1st Beginning Balance

\$ 2,250,618.60

3.2.4 Additions to Fund (e.g. portion of User Fee, earned interest, etc.)

+

\$ 270,873.84

Compliance Maintenance Annual Report

Pewaukee City Sewage Collection System

Last Updated: Reporting For:
6/1/2022 2021

3.2.5 Subtractions from Fund (e.g., equipment replacement, major repairs - use description box 3.2.6.1 below*)

- \$ 0.00

3.2.6 Ending Balance as of December 31st for CMAR Reporting Year

\$ 2,521,492.44

All Sources: This ending balance should include all Equipment Replacement Funds whether held in a bank account(s), certificate(s) of deposit, etc.

3.2.6.1 Indicate adjustments, equipment purchases, and/or major repairs from 3.2.5 above.

3.3 What amount should be in your Replacement Fund? \$ 2,435,236.56

0

Please note: If you had a CWWFP loan, this amount was originally based on the Financial Assistance Agreement (FAA) and should be regularly updated as needed. Further calculation instructions and an example can be found by clicking the SectionInstructions link under Info header in the left-side menu.

3.3.1 Is the December 31 Ending Balance in your Replacement Fund above, (#3.2.6) equal to, or greater than the amount that should be in it (#3.3)?

☒ Yes

☐ No

If No, please explain.

4. Future Planning

4.1 During the next ten years, will you be involved in formal planning for upgrading, rehabilitating, or new construction of your treatment facility or collection system?

☒ Yes - If Yes, please provide major project information, if not already listed below. ☐ ☐

☐ No

Project #	Project Description	Estimated Cost	Approximate Construction Year
1	Kopmeier sanitary sewer relay/replace. We have an approximately 400ft section of truss pipe (we think) that lies at the bottom of a bay in Pewaukee Lake. There are some major sags in the line, and the upstream manhole needs some rehab. Our consultant has recommended pipe bursting this section of sewer. We are proposing to bid this project out before the end of 2022	500000	2023
2	Sewer line repairs. Includes repairs to areas in which the City will be reconstructing the roadway. Also to include other repairs as needed.	50000	2022
3	Pipe Lining I-94 easement	110000	2024
4	Engineering study Gun Club Lift station service area. Evaluate pipe condition and remaining developable lands. Evaluate remaining capacity & need for ultimate station replacement.	85000	2022
5	Joint sanitary sewer project with the Village of Pewaukee. The project would abandon a Village lift station and install new gravity sewer to serve Village customers. Gravity flows to City's existing lift station with a few upgrades. New forcemain will be laid and connected at existing Village forcemain connection point. Cost share has not been calculated at this time.	1500000	2023
6	Replacement of the Gun Club Lift station. Contingent on the study to be conducted in 2022	3000000	2023

Compliance Maintenance Annual Report

Pewaukee City Sewage Collection System

Last Updated: Reporting For:
6/1/2022 2021

7	The Utility is currently working with a consultant that is evaluating the sewer Utility's existing infrastructure, capacities and ultimate sewer service area. They are creating a Sewer Facilities plan to allow the Utility to evaluate the future needs and growth for the community.	85000	2022
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5. Financial Management General Comments

ENERGY EFFICIENCY AND USE

6. Collection System

6.1 Energy Usage

6.1.1 Enter the monthly energy usage from the different energy sources:

COLLECTION SYSTEM PUMPAGE: Total Power Consumed

Number of Municipally Owned Pump/Lift Stations:

	Electricity Consumed (kWh)	Natural Gas Consumed (therms)
January	77,708	74
February	68,180	51
March	56,215	99
April	68,208	64
May	99,830	15
June	89,000	54
July	91,202	59
August	81,353	65
September	96,874	68
October	84,552	53
November	64,935	60
December	55,976	83
Total	934,033	745
Average	77,836	62

6.1.2 Comments:

6.2 Energy Related Processes and Equipment

6.2.1 Indicate equipment and practices utilized at your pump/lift stations (Check all that apply):

- ☐ Comminution or Screening
- ☐ Extended Shaft Pumps
- ☒ Flow Metering and Recording
- ☐ Pneumatic Pumping
- ☒ SCADA System
- ☐ Self-Priming Pumps
- ☒ Submersible Pumps
- ☒ Variable Speed Drives
- ☐ Other:

Compliance Maintenance Annual Report

Pewaukee City Sewage Collection System

Last Updated: Reporting For:
6/1/2022 **2021**

6.2.2 Comments:

6.3 Has an Energy Study been performed for your pump/lift stations?

☐ No

☒ Yes

Year:

2021

By Whom:

Wisconsin Rural Water Association

Describe and Comment:

Wisconsin Rural Water Association conducted an energy audit of the sewer lift stations. They recommend installing variable speed drives and LED lighting when the lift stations are upgraded in the future.

6.4 Future Energy Related Equipment

6.4.1 What energy efficient equipment or practices do you have planned for the future for your pump/lift stations?

When lift stations are upgraded, we will install variable speed drives and LED lighting

Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	A

Compliance Maintenance Annual Report

Pewaukee City Sewage Collection System

Last Updated: Reporting For:
6/1/2022 2021

Sanitary Sewer Collection Systems

1. Capacity, Management, Operation, and Maintenance (CMOM) Program

1.1 Do you have a CMOM program that is being implemented?

- ☒ Yes
- ☐ No

If No, explain:

1.2 Do you have a CMOM program that contains all the applicable components and items according to Wisc. Adm Code NR 210.23 (4)?

- ☒ Yes
- ☐ No (30 points)
- ☐ N/A

If No or N/A, explain:

1.3 Does your CMOM program contain the following components and items? (check the components and items that apply)

☒ Goals [NR 210.23 (4)(a)]

Describe the major goals you had for your collection system last year:

Clean 33% of sewer and manhole inspections.

Did you accomplish them?

- ☒ Yes
- ☐ No

If No, explain:

☒ Organization [NR 210.23 (4) (b)] ☐ ☐

Does this chapter of your CMOM include:

- ☒ Organizational structure and positions (eg. organizational chart and position descriptions)
- ☒ Internal and external lines of communication responsibilities
- ☒ Person(s) responsible for reporting overflow events to the department and the public

☒ Legal Authority [NR 210.23 (4) (c)]

What is the legally binding document that regulates the use of your sewer system?

Sewer Use Ordinance

If you have a Sewer Use Ordinance or other similar document, when was it last reviewed and revised? (MM/DD/YYYY) 1996-09-23

Does your sewer use ordinance or other legally binding document address the following:

- ☒ Private property inflow and infiltration
 - ☒ New sewer and building sewer design, construction, installation, testing and inspection
 - ☐ Rehabilitated sewer and lift station installation, testing and inspection
 - ☒ Sewage flows satellite system and large private users are monitored and controlled, as necessary
 - ☒ Fat, oil and grease control
 - ☒ Enforcement procedures for sewer use non-compliance
 - ☒ Operation and Maintenance [NR 210.23 (4) (d)]
- Does your operation and maintenance program and equipment include the following:
- ☐ Equipment and replacement part inventories
 - ☒ Up-to-date sewer system map
 - ☐ A management system (computer database and/or file system) for collection system information for O&M activities, investigation and rehabilitation

Compliance Maintenance Annual Report

Pewaukee City Sewage Collection System

Last Updated: Reporting For:
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- ☒ A description of routine operation and maintenance activities (see question 2 below)
- ☒ Capacity assessment program
- ☒ Basement back assessment and correction
- ☐ Regular O&M training

☒ Design and Performance Provisions [NR 210.23 (4) (e)] ☐ ☐

What standards and procedures are established for the design, construction, and inspection of the sewer collection system, including building sewers and interceptor sewers on private property?

- ☒ State Plumbing Code, DNR NR 110 Standards and/or local Municipal Code Requirements
- ☒ Construction, Inspection, and Testing
- ☐ Others:

☒ Overflow Emergency Response Plan [NR 210.23 (4) (f)] ☐ ☐

Does your emergency response capability include:

- ☒ Responsible personnel communication procedures
- ☒ Response order, timing and clean-up
- ☒ Public notification protocols
- ☐ Training
- ☐ Emergency operation protocols and implementation procedures

☒ Annual Self-Auditing of your CMOM Program [NR 210.23 (5)] ☐ ☐

☒ Special Studies Last Year (check only those that apply):

- ☐ Infiltration/Inflow (I/I) Analysis
- ☐ Sewer System Evaluation Survey (SSES)
- ☐ Sewer Evaluation and Capacity Management Plan (SECAP)
- ☒ Lift Station Evaluation Report
- ☐ Others:

0

2. Operation and Maintenance

2.1 Did your sanitary sewer collection system maintenance program include the following maintenance activities? Complete all that apply and indicate the amount maintained.

Cleaning	43	% of system/year
Root removal	0	% of system/year
Flow monitoring	0	% of system/year
Smoke testing	0	% of system/year
Sewer line televising	6	% of system/year
Manhole inspections	40	% of system/year
Lift station O&M	6	# per L.S./year
Manhole rehabilitation	1	% of manholes rehabbed
Mainline rehabilitation	0	% of sewer lines rehabbed
Private sewer inspections	0	% of system/year
Private sewer I/I removal	0	% of private services

Compliance Maintenance Annual Report

Pewaukee City Sewage Collection System

Last Updated: Reporting For:
6/1/2022 2021

River or water crossings % of pipe crossings evaluated or maintained

Please include additional comments about your sanitary sewer collection system below:

3. Performance Indicators

3.1 Provide the following collection system and flow information for the past year.

28.55	Total actual amount of precipitation last year in inches
32.26	Annual average precipitation (for your location)
66	Miles of sanitary sewer
12	Number of lift stations
0	Number of lift station failures
0	Number of sewer pipe failures
0	Number of basement backup occurrences
0	Number of complaints
1.3	Average daily flow in MGD (if available)
1.4	Peak monthly flow in MGD (if available)
	Peak hourly flow in MGD (if available)

3.2 Performance ratios for the past year:

0.00	Lift station failures (failures/year)
0.00	Sewer pipe failures (pipe failures/sewer mile/yr)
0.00	Sanitary sewer overflows (number/sewer mile/yr)
0.00	Basement backups (number/sewer mile)
0.00	Complaints (number/sewer mile)
1.1	Peaking factor ratio (Peak Monthly:Annual Daily Avg)
0.0	Peaking factor ratio (Peak Hourly:Annual Daily Avg)

4. Overflows

LIST OF SANITARY SEWER (SSO) AND TREATMENT FACILITY (TFO) OVERFLOWS REPORTED **

Date	Location	Cause	Estimated Volume
None reported			

** If there were any SSOs or TFOs that are not listed above, please contact the DNR and stop work on this section until corrected.

5. Infiltration / Inflow (I/I)

5.1 Was infiltration/inflow (I/I) significant in your community last year?

☐ Yes

☒ No

If Yes, please describe:

5.2 Has infiltration/inflow and resultant high flows affected performance or created problems in your collection system, lift stations, or treatment plant at any time in the past year?

☐ Yes

☒ No

If Yes, please describe:

Compliance Maintenance Annual Report

Pewaukee City Sewage Collection System

Last Updated: Reporting For:
6/1/2022 **2021**

5.3 Explain any infiltration/inflow (I/I) changes this year from previous years: 2021 was a dry year so we experienced even less I/I than in the past. 5.4 What is being done to address infiltration/inflow in your collection system? We continue to televise pipe for failure.	
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Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	A

Compliance Maintenance Annual Report

Pewaukee City Sewage Collection System

Last Updated: Reporting For:
6/1/2022 **2021**

Grading Summary

WPDES No: 0047341

SECTIONS	LETTER GRADE	GRADE POINTS	WEIGHTING FACTORS	SECTION POINTS
Financial	A	4	1	4
Collection	A	4	3	12
TOTALS			4	16
GRADE POINT AVERAGE (GPA) = 4.00				

Notes:

A = Voluntary Range (Response Optional)

B = Voluntary Range (Response Optional)

C = Recommendation Range (Response Required)

D = Action Range (Response Required)

F = Action Range (Response Required)

STATE OF WISCONSIN
WAUKESHA COUNTY

CITY OF PEWAUKEE

RESOLUTION #22-06-16

Wisconsin Department of Natural Resources
NR 208 – Compliance Maintenance Resolution
2021

WHEREAS, it is a requirement under a Wisconsin Pollutant Discharge Elimination System (WPDES) permit issued by the Wisconsin Department of Natural Resources to file a Compliance Maintenance Annual Report (CMAR) for the City of Pewaukee Wastewater collection system under Wisconsin Administrative Code NR 208; and,

WHEREAS, it is necessary to acknowledge that the governing body has reviewed the Compliance Maintenance Annual Report (CMAR) for 2021; and,

WHEREAS, all sections within the Compliance Maintenance Annual Report (CMAR) received a grade of B or better which results in a Grade Point Average (GPA) of 3.0 or greater.

NOW, THEREFORE, BE IT RESOLVED that the Common Council of the City of Pewaukee does hereby agree to commit reasonable and fiscally prudent funding to operate the City's sewer utility effectively and maintain an acceptable point average.

Dated this 6th day of June, 2022.

CITY OF PEWAUKEE

Steve Bierce, Mayor

This is to certify that this is a true and accurate copy of Resolution 22-06-16 which was adopted by the Common Council of the City of Pewaukee.

Kelly Tarczewski, Clerk-Treasurer

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

DATE: June 6, 2022

DEPARTMENT: Public Works

PROVIDED BY: Magdelene Wagner

SUBJECT:

Notification of Temporary Lifting of the Green Road Weight Restriction from Duplainville Road to Springdale Road (CTH SR).

BACKGROUND:

This is notifying the Common Council that we will be lifting the heavy weight restriction on Green Road from Duplainville Road east to Springdale Road (CTH SR) for the duration of the Duplainville Road Reconstruction project.

Green Road is Heavy Weight Restricted year round. The City has several business that operate on Green Road that are allowed heavy trucking for their operations with the stipulation that they must enter and exit off Duplainville Road. While the reconstruction of Duplainville Road is occurring, we want to limit the truck traffic that will be utilizing the roadway while construction is occurring. Duplainville Road will be closed to thru traffic for the duration of the construction project. It would be beneficial to eliminate the Green Road truck traffic to assist in the construction.

Therefore, Staff is temporarily removing the Heavy Truck Restriction on Green Road from Duplainville Road to Springdale Road (CTH SR) for the duration of the Duplainville Reconstruction Project. The anticipated dates are June 6th to October 15th, but are subject to change if construction is concluded sooner.

Per Chapter 5.05 ordinances, this is your notice from the City Engineer of this temporary change.

FINANCIAL IMPACT:

RECOMMENDED MOTION:

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

DATE: June 6, 2022

DEPARTMENT: Administration

PROVIDED BY: Nick Phalin

SUBJECT:

Discussion and Possible Action Regarding the Partnership Agreement with Pewaukee Sussex United Soccer Club
[Phalin]

BACKGROUND:

This agenda item is a recommendation to accept the attached agreement with Pewaukee Sussex United soccer club in partnership with the City and Parks and Recreation. The agreement is a renewed 20-year agreement post ownership change. Previously, PSU was Board run before being sold to Joe Ulm. Joe was and remains the Club President since 2020. This agreement formalizes the future agreement with the City for facility usage and expectations.

This agreement was created by the City Attorney along with feedback of from Joe Ulm and the Parks and Recreation Joint Board. The agreement as proposed was approved by Joint Parks and Recreation Board on May 11, 2022.

FINANCIAL IMPACT:

RECOMMENDED MOTION:

ATTACHMENTS:

Description

PSU Agreement proposal

AGREEMENT BETWEEN THE CITY OF PEWAUKEE

AND

PEWAUKEE SUSSEX UNITED SOCCER CLUB

This Agreement between the City of Pewaukee (“City”) and the Pewaukee Sussex United Soccer Club, LLC (“PSU”) is effective this ____ day of May, 2022.

WHEREAS, the City owns and maintains the Pewaukee Sports Complex, a multi-sport complex which includes significant acreage dedicated for soccer use, and

WHEREAS, PSU has provided financial assistance and in-kind services to the City for development of the soccer facilities within the Pewaukee Sports Complex, said facilities depicted on Exhibit A attached hereto (“Soccer Facilities”); and

WHEREAS, the City, in recognition of the significant assistance provided by PSU, has agreed to allow PSU to have some priority access and use of the Soccer Facilities within the Pewaukee Sports Complex.

NOW THEREFORE, the Parties agree:

1. PSU shall have “first use rights” of the Soccer Facilities during its regular soccer season (insert season detail – April 1-June 30 and August 1-November 10).
2. The first use rights shall allow PSU the exclusive use of the Soccer Facilities for up to ____ hours per week during its regular soccer season.
3. At least 30 days before each regular soccer season, PSU shall provide the City with its schedule detailing its exclusive use schedule for that season.
4. The City shall have the exclusive right to authorize use of the Soccer Facilities outside of PSU’s exclusive use schedule.
5. PSU shall pay City fees for use of the Soccer Facilities in accord with the City’s fee schedule, as amended from time to time. PSU shall have ‘Standard Affiliate’ status under the City’s group rental policy. The parties recognize that the fee schedule shall at all times be based upon the reasonable costs for City Parks and Recreation Department operations.

6. In addition to PSU's first use rights, PSU may request additional scheduling of non-regular season PSU events (e.g. summer camps, tryouts), at the Sports Complex or other City parks, which may be permitted at mutually agreeable times and by mutual agreement of the Parties.
7. PSU shall have the exclusive use of the concession stand while using Soccer Facilities during its exclusive use schedule, and shall retain all proceeds from sales therein.
8. PSU may place signage at or near the Concession stand that identifies the Pewaukee Sports Complex as a home location for PSU. Specific sign design and placement must be approved by PSU and the City. The design shall be consistent with the other architectural themes of the Sports Complex. PSU shall bear the costs of sign fabrication, installation and maintenance, exclusive of other financial commitments herein.
9. PSU may install a mailbox at Pewaukee Sports Complex for club use at a City approved location.
10. The Parties shall keep and maintain the Soccer Facilities in good condition at all times.
11. PSU will work cooperatively with the City to identify sponsorship, advertising, product sponsorship (contract restricting sale of product to a single vendor, e.g. soda vendor) and naming right opportunities for the Eligible Park Assets. Before attempting to obtain revenues based on Eligible Park Assets, PSU will identify for the City those businesses, individuals and other funding sources that it intends to approach to discuss sponsorship and advertising opportunities. The City must approve PSU's list of proposed sponsors and advertisers ("Approved Sponsors") in advance. Once approval is provided by the Joint Board, PSU volunteers may approach the Approved Sponsors to seek financial contributions. All proposals to allow sponsorship, advertising, product sponsorship and naming right opportunities at the Pewaukee Sports Complex are contingent upon and subject to the advance approval of the City, which shall be a party to any sponsorship agreement.
12. Revenue from sponsorship, advertising and naming rights related to the Soccer Facilities (the "Soccer Facilities Sponsorship Revenue") respecting Soccer Facilities shall be used exclusively for the Soccer Facilities, including but not limited to development and maintenance of the fields, the concession stand, benches and bleachers, and other objectives related to the Soccer Facilities. Prior to expenditure of any Soccer Facilities Sponsorship Revenue, the expenditure shall be agreed upon in writing by PSU and the City.
13. Revenue from sponsorship, advertising and naming rights related to other areas of the Sports Complex shall be used exclusively for the benefit of the Sports Complex as recommended by PSU and approved by the City.

14. All Soccer Facilities Sponsorship Revenue and revenue from sponsorship, advertising and naming rights related to other areas of the Sports Complex shall be held in trust by the City for distribution consistent with the terms of this Agreement.
15. The Term of this agreement shall be twenty (20) years from the effective date first written above.
16. All activities authorized under this Agreement are subject to and must be in accordance with the City of Pewaukee Municipal Code and applicable state and federal laws, codes and regulations.
17. Except as expressly provided to the contrary, all approvals, consents and determinations to be made by the City may be made by the Parks and Recreation Director or other designee in his/her sole and absolute discretion.

Attachments:

Exhibit A attached hereto (“Soccer Facilities”)

Exhibit B attached hereto (“Pewaukee Sussex United Contributions”)

[SIGNATURE PAGE TO FOLLOW]

Exhibit A

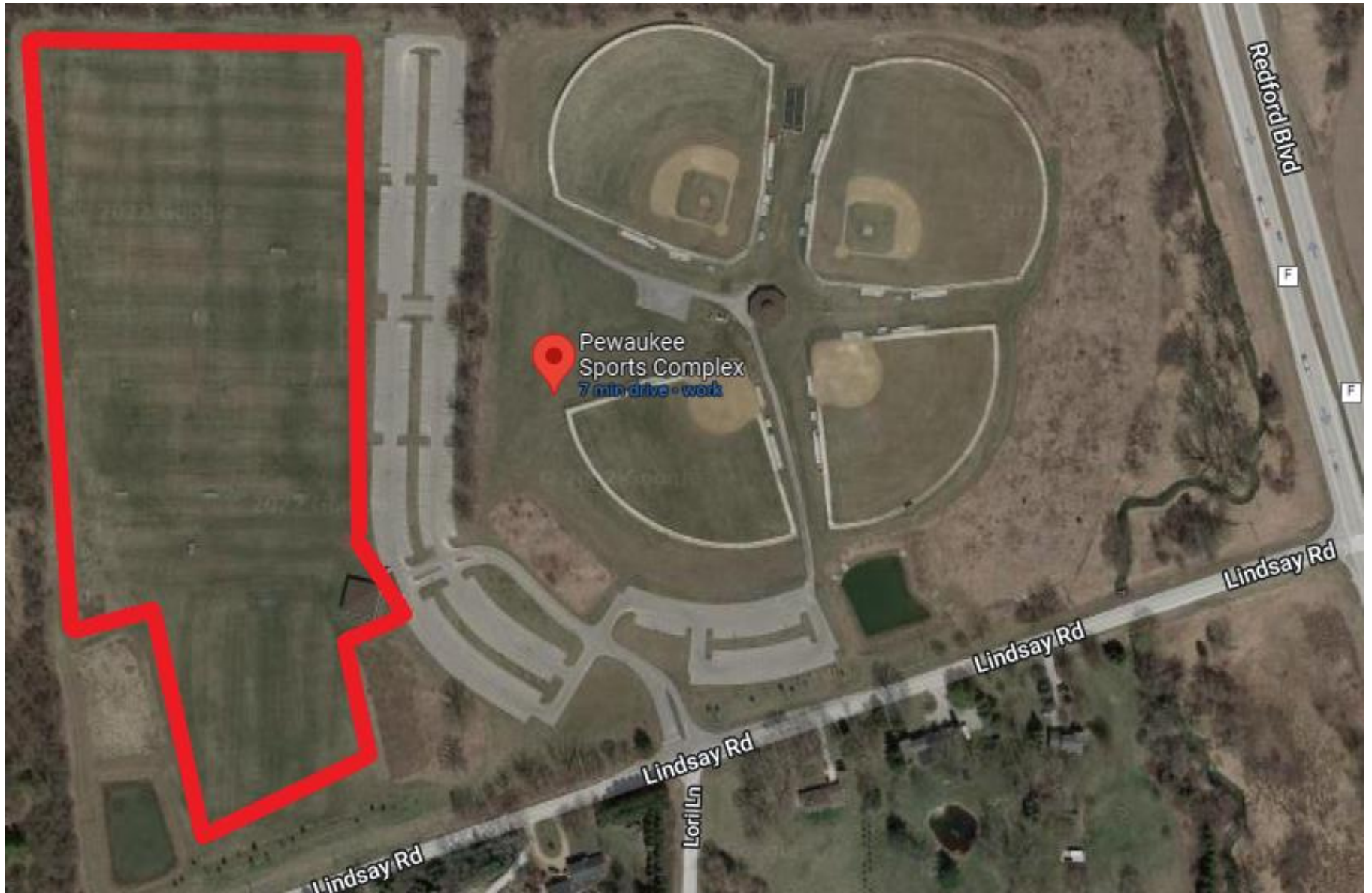


Exhibit B

Pewaukee Sussex United Contributions as of May 17, 2022

This agreement has been developed in consideration of the long and positive history between Pewaukee Sussex United and the City of Pewaukee. Within that history, the following activities are of particular note:

- 2018-2021: Pewaukee Sussex United's \$200,000 contribution to the concession stand at the Pewaukee Sports Complex as part of the previous agreement for use of the Pewaukee Sports Complex.
- 2020-Present: Pewaukee Sussex United's regular and continued sponsorship of Park and Recreation programming including the summer First Goal program
- 2021: Pewaukee Sussex United's \$26,000 donation to the City of Pewaukee to fix the water piping at the Sports Complex.
- 2022: Pewaukee Sussex United's \$2,150 donation to the City of Pewaukee to install security cameras on the soccer concession building of the Pewaukee Sports Complex.

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

DATE: June 6, 2022

DEPARTMENT: IT

PROVIDED BY: Bobby Kewan

SUBJECT:

Discussion and Possible Action Regarding the Reallocation of Funds in the IT Budget to Purchase a New Host for the Virtual Server Environment [Kewan].

BACKGROUND:

In 2022 IT intended to move all network drives from two older physical servers to the virtual server environment. The physical servers are at end-of-life and beyond warranties.

During the network drive move project, it was determined there would not be adequate free space/capacity after the move to the virtual environment. Inadequate free space can cause issues with performance, installing updates and could prevent adding new servers that might be needed.

To add additional capacity to the virtual system, a new host is needed. A new host will be \$11,377.20.

The 2022 IT Budget also included funds (\$15,000) to upgrade the Market Drive database to SQL (Market Drive is the main database the Assessors use). Market Drive is currently on an MS Access platform, upgrading to SQL will offer better speeds and better expansion options.

The network drive moves project is a priority due to the age and end of life of the current physical servers.

FINANCIAL IMPACT:

There is no fiscal impact, these two projects are very close in cost.

RECOMMENDED MOTION:

IT is asking the Common Council to approve reallocating 2022 budgeted funds from the Market Drive SQL upgrade to purchase and install a new host for the Scale Virtual Network Environment.

ATTACHMENTS:

Description

New Host for Scale Virtual Server Environment

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

DATE: June 6, 2022

DEPARTMENT: Planning

PROVIDED BY:

SUBJECT:

PUBLIC HEARING, Discussion and Possible Action Regarding the Conditional Use Permit for Momentum Early Learning for Property Located at W238 N1660 Busse Road (PWC 0954-998-020) for the Purpose of Expanding Their Current Childcare Center Into a Second Building [Fuchs]

BACKGROUND:

FINANCIAL IMPACT:

RECOMMENDED MOTION:

ATTACHMENTS:

Description

CUP Momentum Early Learning

Momentum Early Learning staff report 5.19.22

Momentum Early Learning narrative

Momentum Early Learning site plans

Momentum Early Learning draft conditional use permit

**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-22-5-1

PWC 0954998020

LEGAL DESCRIPTION:

PARCEL 2 CERT SURV 6120 VOL 50/193 REC AS DOC# 1584200
PT NW1/4 & SW1/4 SEC 23 T7N R19E :: DOC# 3129937

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

Momentum Early Learning

Recording area

Name & Return Address

City of Pewaukee
W240N3065 Pewaukee Rd
Pewaukee, WI 53072

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

WHEREAS, The City Plan Commission has held a meeting on May 19, 2022; 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 June 6, 2022.

NOW, THEREFORE, let it be known that the City Common Council, by its action on June 6, 2022 has, hereby, granted a Conditional Use Permit for the following use(s):

Expanding the current childcare center into a second building.

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

No conditions.

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

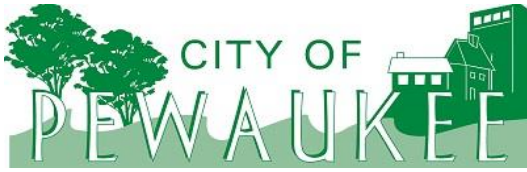
Signed or attested before me on _____, 2022 by Steve Bierce, Mayor and Kelly Tarczewski, Clerk.

(Seal)

Ami Hurd

My Commission expires _____

This instrument was drafted by Ami Hurd, Deputy Clerk



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 May 19, 2022

Date: May 11, 2022

Project Name: Momentum Early Learning Conditional Use and Site & Building Plan Review

Project Address/Tax Key No.: W238N1660 Busse Road/PWC 0954998020

Applicant: Brandon Miller, Momentum Early Learning

Property Owner: DCK Investments, LLC

Current Zoning: B-6 Mixed Use Business District

2050 Land Use Map Designation: Office Commercial

Use of Surrounding Properties: Office use to the north and south, industrial to the east, and Pilgrim's Rest Cemetery to the west

Project Description

The applicant has submitted a Conditional Use Permit to expand a childcare facility use within a second building on the property located at W238N1660 Busse Road.

The subject property contains two principal buildings and one accessory building. The applicant, Momentum Early Learning, received staff approval of a Business Plan of Operation to locate within the northernmost building, taking over the previous approvals granted to Young Scholars Learning Academy, Inc., which received a Conditional Use Permit in 2007.

Momentum Early Learning is now proposing to occupy the building to the south, currently leased by Kowal Investments. As the B-6 District does not specifically list childcare facilities as a Permitted Use, a Conditional Use Permit is required. The Plan Commission should consider the childcare use and its compatibility with the permitted office and service type uses allowed within the B-6 District.

Staff does not object to this use, finds it is compatible with the B-6 District and surrounding uses, and does not anticipate any adverse impacts to the area. The current use of the property by the applicant, as well as the plans provided, demonstrate that the site is appropriate for such a use.

The applicant has indicated that only interior renovations would be needed for the second building. There are no proposed exterior changes to the site or building.

It can also be noted that the applicant does not intend to move forward with the previously approved development at N19W24135 Riverwood Drive, which was approved by the Plan Commission at their March 15, 2022 meeting.

Recommendation

Staff recommends approval of the Conditional Use Permit for Momentum Early Learning located at W238N1660 Busse Road.

Narrative - Petition for Conditional Use

Momentum Early Learning Expansion at W238N1664 Busse Rd, Waukesha WI 53188

May 2, 2022

Momentum Early Learning childcare, currently leasing approx 12,000 sq ft building #1 at Busse Rd is looking to purchase the land and buildings at this site. Building #2, approx 6,000 square ft is located on the same parcel / tax key and is currently occupied / leased by Kowal Investment group.

The conditional use is requested to expand the childcare portion of the business into building #2 once the Kowal lease is completed. We would like to have conditional use approved / granted prior to acquisition.

We would build out the current Kowal Investment office space into additional childcare. The plan is to expand an additional 7 rooms for childcare into the space. Rough layout with drawings attached. Construction would begin upon the Kowal group exiting and take approx 6 months. There is sufficient parking to support the expansion. We do not plan to make any changes to landscaping, parking lot, signage, etc.

Sincerely,

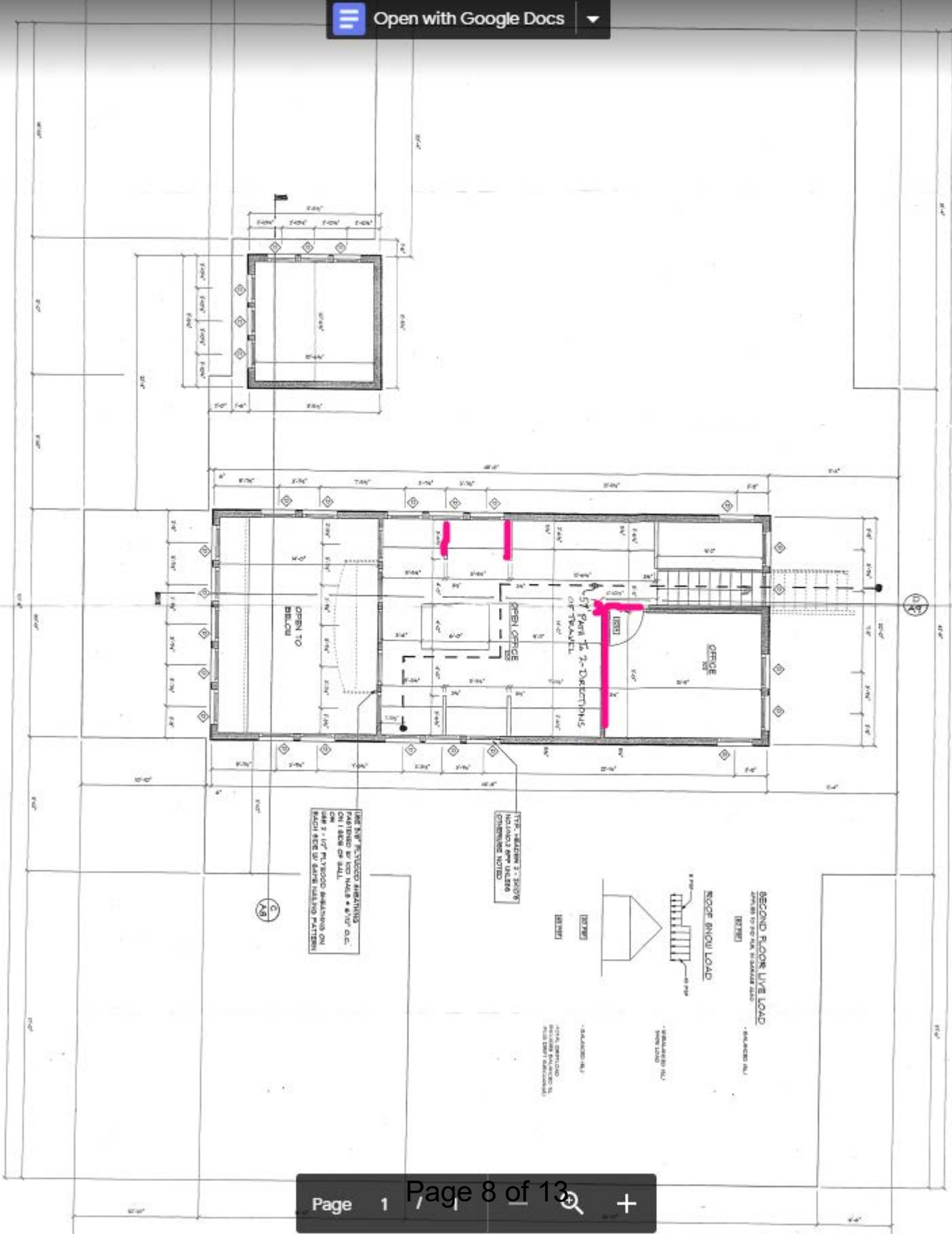
Brandon Miller

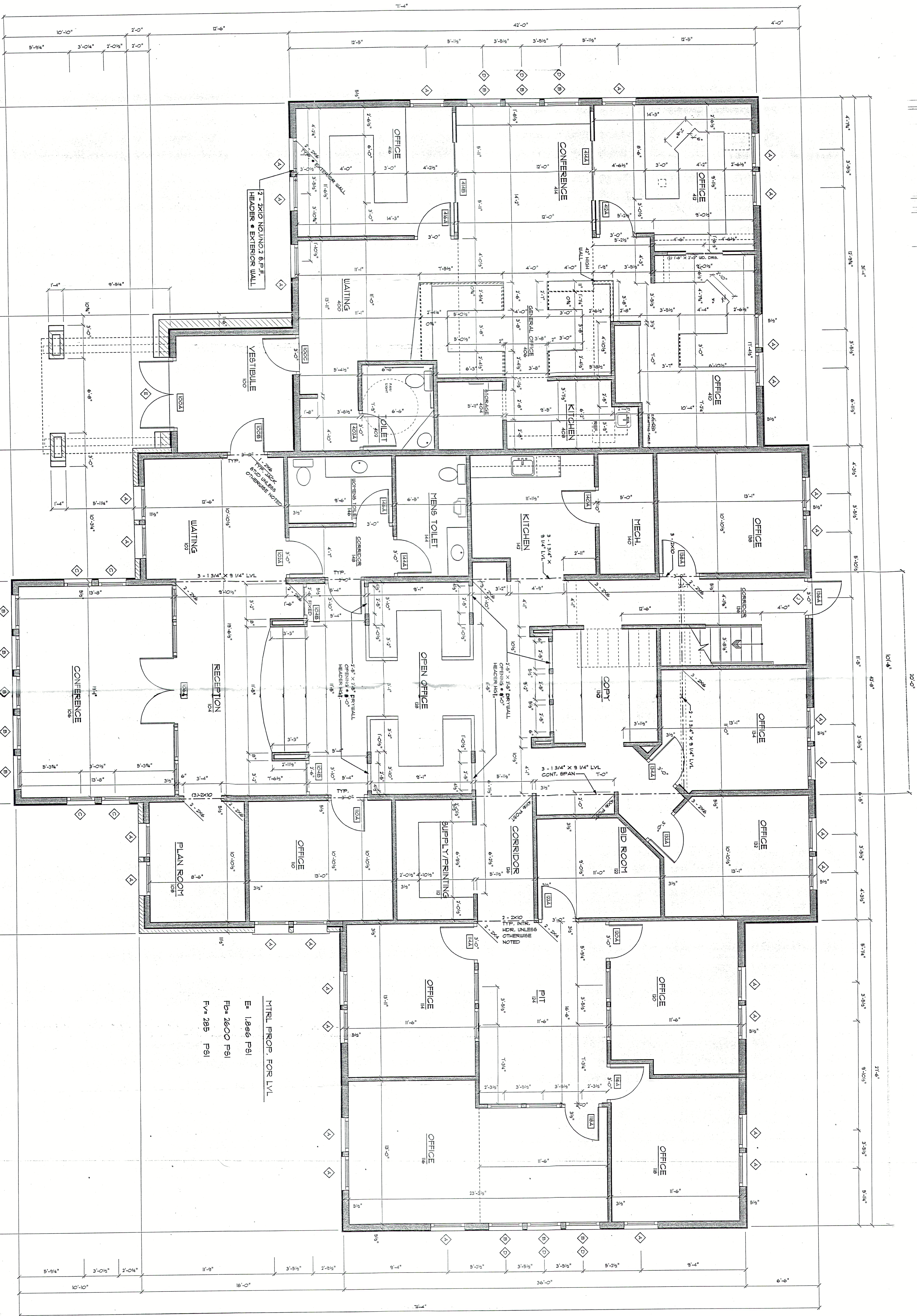




SECOND FLOOR PLAN

1/8" = 1'-0"





FIRST FLOOR PLAN

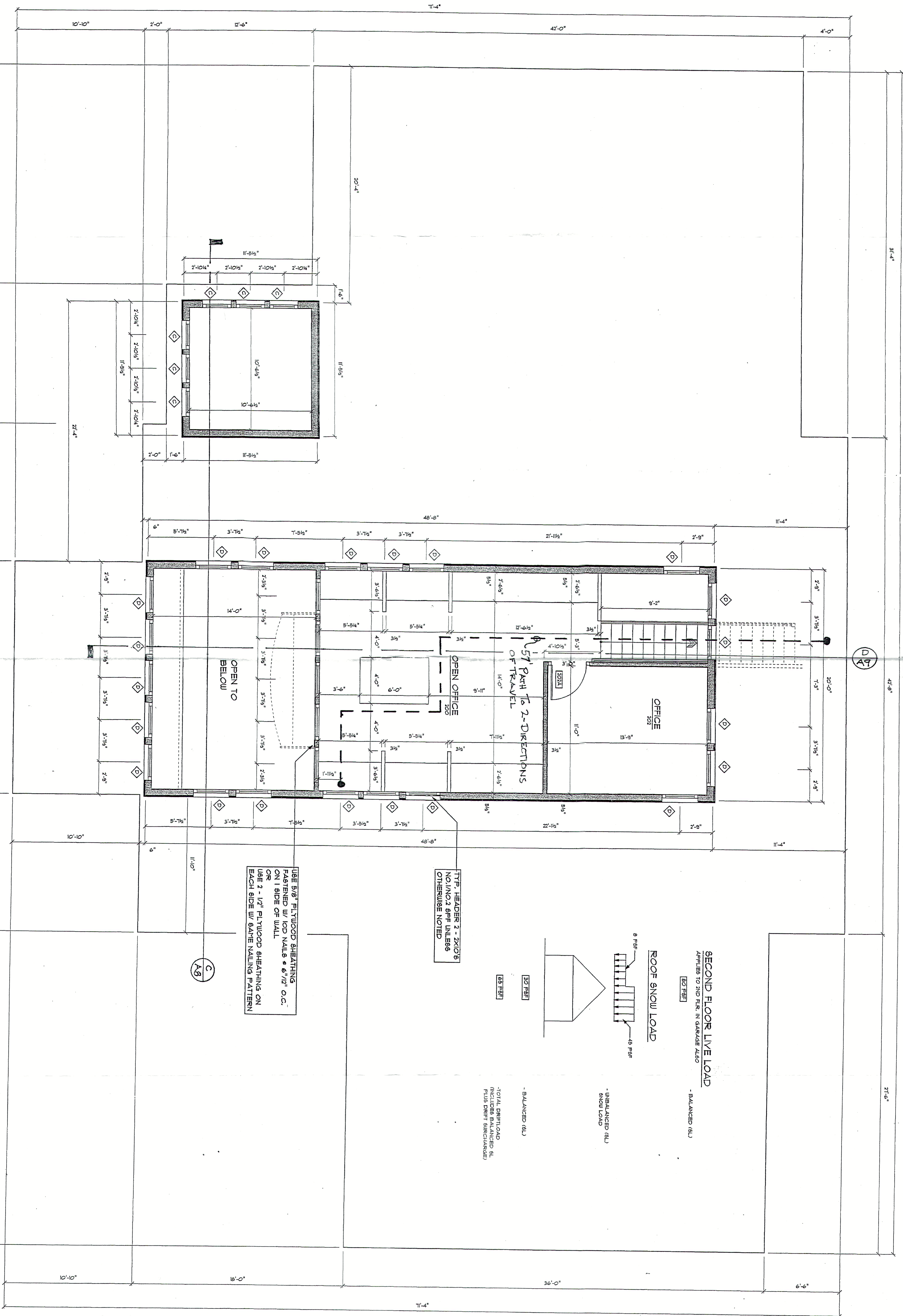
MTPL PROP. FOR LVL
E= 1866 PSI
F= 2600 PSI
F= 285 PSI

A-3
DATE: 20 APRIL 04
REV: 1 LINE 04

EXHIBIT B

THE ASI GENERAL OFFICE BUILDING
BUSSE ROAD, WAUKESHA

the Design Alliance Architects, Inc.



SECOND FLOOR PLAN

1/4" = 1'-0"

A-4

DATE: 20 APRIL 04
REV:

EXHIBIT B

THE ASI GENERAL OFFICE BUILDING
BUSSE ROAD, WAUKESHA

Design Alliance
Architects, Inc.

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 _____, 2022 by Steve Bierce, Mayor and Kelly Tarczewski, Clerk.

(Seal)

Ami Hurd

My Commission expires _____

This instrument was drafted by Ami Hurd, Deputy Clerk

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

DATE: June 6, 2022

DEPARTMENT: Planning

PROVIDED BY:

SUBJECT:

PUBLIC HEARING, Discussion and Possible Action Regarding the Conditional Use Permit for Ryan Leibfried for Property Located at N29 W27529 Peninsula Drive (PWC 0933-024) for the Purpose of Constructing a New Boat House Structure [Fuchs]

BACKGROUND:

FINANCIAL IMPACT:

RECOMMENDED MOTION:

ATTACHMENTS:

Description

CUP Leibfried

Ryan Leibfried staff report 5.19.22

Ryan Leibfried boat house narrative

Ryan Leibfried boat house plan set

Ryan Leibfried draft conditional use permit

Ryan Leibfried Plat of Survey

**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-22-5-2

PWC 0933024

LEGAL DESCRIPTION:

PT LOT 7 MAP OF STARKE PENINSULA SUBDIVISION PT NW1/4 & NE1/4 SEC 18 T7N R19E; COM NLY LINE OF LOT 7 BEING SLY LINE OF ELM CT BEING 42 FT FROM NELY CRNR OF LOT 7 & 45 FT FROM NWLY CRNR OF LOT 7; S49°44'W ALNG NLY LINE 45 FT TO NWLY CRNR OF LOT; S30°56'E ALNG WLY LINE 250 FT TO SHRLNE OF PEWAUKEE LAKE; N61°41'E ALNG SHORE 30 FT; N27°37'W 251.1 FT TO BGN

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

Ryan Leibfried

Recording area

Name & Return Address

City of Pewaukee
W240N3065 Pewaukee Rd
Pewaukee, WI 53072

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

WHEREAS, The City Plan Commission has held a meeting on May 19, 2022; 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 June 6, 2022.

NOW, THEREFORE, let it be known that the City Common Council, by its action on June 6, 2022 has, hereby, granted a Conditional Use Permit for the following use(s):

Constructing a new boat house structure.

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

No conditions.

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

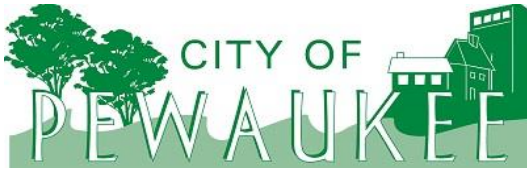
State of Wisconsin
County of Waukesha

Signed or attested before me on _____, 2022 by Steve Bierce, Mayor and Kelly Tarczewski, Clerk.

(Seal)

Ami Hurd
My Commission expires _____

This instrument was drafted by Ami Hurd, Deputy Clerk



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 May 19, 2022

Date: May 11, 2022

Project Name: Leibfried Conditional Use

Project Address/Tax Key No.: N29W27529 Peninsula Drive/PWC 0933024

Applicant: Ryan Leibfried

Property Owner: Ryan Leibfried

Current Zoning: Rs-7 Single-Family Residential District & SO Shoreland Overlay District

2050 Land Use Map Designation: Medium Density Residential (6,500 SQ. FT. – ½ AC. / D.U.)

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

Project Description

The applicant has filed a Conditional Use application and submitted plans for Plan Commission review for the construction of a new accessory boat house structure upon property located at N29W27529 Peninsula Drive.

The property is approximately 0.2267 acres and consists of a single-family dwelling, shed, and a long walking path that leads from the house to a concrete slab near the lake. The boat house is proposed to be located at the south end of the property and has an area of 360 square feet. Windows are included on the north, east and west elevations. The east elevation also includes a service door, and the north elevation has an overhead glass roll up door.

In review of the attached plans, staff finds that the proposed structure meets all development standards of the Rs-7 and Shoreland Overlay zoning districts.

Recommendation

A motion to approve the Conditional Use application and plans submitted by Ryan Leibfried for the construction of a new boat house upon property located at N29W27529 Peninsula Drive.

May 5th, 2022

City of Pewaukee Plan Commission
W240 N3065 Pewaukee Road
Pewaukee, Wisconsin 53072
Attn: Plan Commission Board



Project Description for Proposed Accessory Boathouse Structure:

Ryan Leibfried, the owner of the property located at N29 W27529 Peninsula Drive, is planning to build a new accessory boat house structure. This new boat house will be located at the south end of the property and 30 feet back from high water mark of Pewaukee Lake. The primary use of this structure will be for the storage of watercraft such as canoes, paddle boards, etc. The owner would like to place a countertop inside the boathouse for accessible counter space and additional storage under counters for parts, life jackets, and other boat accessories. We are seeking approval of this conditional use from the Plan Commission.

The total area of the Boat House is 360 S.F. The project will have 16 foot wide roll up glass garage door on the south side and a smaller 10 foot wide glass roll up door on the north side for cross ventilation. The east side of the structure will have windows and an access door while the west side will have a single window. The Boathouse is setback off the water so that it is in line or behind the adjacent boathouse structures and is setback 30' from the high water mark of Pewaukee Lake.

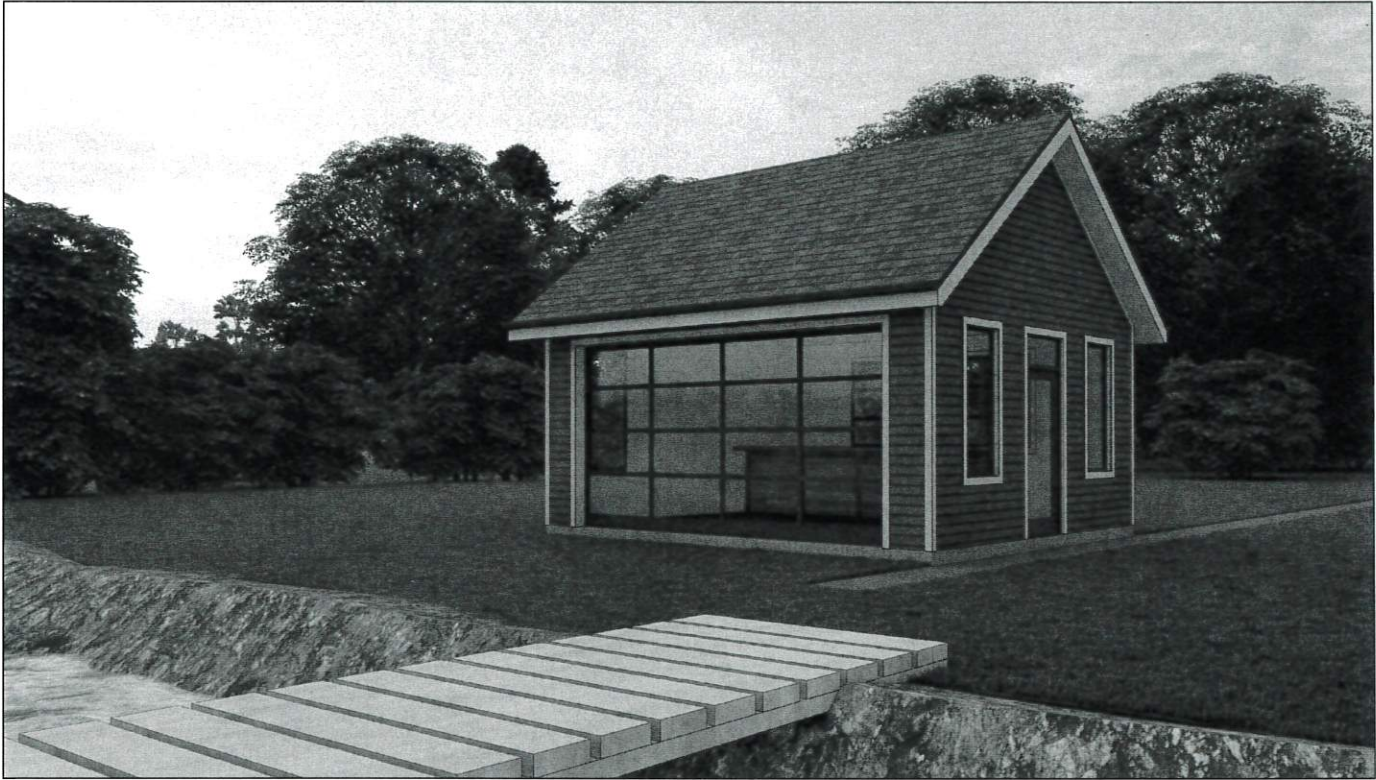
All remodel work is anticipated to start as soon as all necessary approvals and permits have been obtained. We estimate this to be around the beginning of June of 2022. The total Cost of the project is estimated to be \$75,000.

Should you have any other questions or concerns regarding the information above, please contact the Architect whose information is below, thank you.

Sincerely,

Shaun Sullivan
Architect/Owner – Envision Design Architects
Email: envision3design@gmail.com
Phone: 262-327-4338

PROJECT: LEIBFRIED BOAT HOUSE



SHEET INDEX:

TS:	TITLE PAGE
A1.0:	SITE PLAN
A2.1:	FLOOR PLAN, REFLECTED CEILING PLAN, ROOF PLAN, & EXTERIOR ELEVATIONS
A5.0:	SECTION, INTERIOR ELEVATIONS, & DETAILS

GENERAL NOTES:

- THE FOLLOWING NOTES APPLY TO ALL CONTRACTORS, SUBCONTRACTORS, MANUFACTURERS, AND SUPPLIERS ENGAGED IN THE BIDDING AND EXECUTION OF THE WORK SHOWN ON THESE PLANS.
- 1) THESE NOTES SUPPLEMENT AND ARE APART OF THE CONTRACT DOCUMENTS. ALL CONSTRUCTION SHALL BE EXECUTED IN CONFORMANCE WITH THE FOLLOWING:
 - PLANS AND NOTES
 - ALL LOCAL BUILDING AND SAFETY CODES
 - WISCONSIN UNIFORM DWELLING CODE
 - MANUFACTURER/PRODUCT INSTALLATION SPECIFICATIONS FOR ALL FIXTURES, EQUIPMENT, AND FINISHES
 - 2) DIMENSIONS MAY NOT BE EXACT. ALL CONTRACTORS TO FIELD VERIFY ANY AND ALL MEASUREMENTS/ DIMENSIONS PRIOR TO CONSTRUCTION AND/OR FABRICATION. CONTRACTOR TO NOTIFY ENVISION DESIGN IMMEDIATELY OF ANY DISCREPANCIES BETWEEN PLAN DIMENSIONS AND FIELD MEASUREMENTS
 - 3) ALL CONTRACTORS AND SUBCONTRACTORS RESPONSIBLE FOR CONFIRMING ALL NEW AND EXISTING WALLS, HVAC SYSTEMS, PLUMBING, ELECTRICAL, AND STRUCTURAL ELEMENTS
 - 4) CONTRACTORS, SUBCONTRACTORS, AND SUPPLIERS SHALL CROSS REFERENCE ALL SHEETS IN THIS DRAWING SET AND NOTIFY ENVISION DESIGN OF ANY DISCREPANCIES IMMEDIATELY
 - 5) ALL CONSTRUCTION AND ERECTION SHALL CONFORM TO OSHA REQUIREMENTS. PROVIDE TEMPORARY BRACING AS REQUIRED
 - 6) IN NO CASE SHALL STRUCTURAL ALTERATIONS OR WORK AFFECTING STRUCTURAL MEMBERS BE MADE WITHOUT PROPER WRITTEN APPROVAL OF THE ARCHITECT
 - 7) THE USE OF A SCALE TO OBTAIN DIMENSIONS NOT SHOWN ON THE PLANS IS PERMITTED.
 - 8) ALL SHOP DRAWINGS AND COLOR/MATERIAL SAMPLES MUST BE SUBMITTED TO THE ARCHITECT FOR APPROVAL PRIOR TO FABRICATION AND INSTALLATION
 - 9) EACH CONTRACTOR AND SUBCONTRACTOR IS RESPONSIBLE FOR CLEAN UP AND REMOVAL OF DEBRIS CAUSED BY THEIR PORTION OF WORK
 - 9) THE ELECTRICAL CONTRACTOR IS RESPONSIBLE FOR ALL DESIGNS, CALCULATIONS, AND PERMITS AS REQUIRED BY THE ELECTRICAL SCOPE OF WORK. ALL WORK MUST CONFORM TO APPROPRIATE STATE, LOCAL, AND NATIONAL ELECTRICAL CODES. ANY ELECTRICAL DRAWINGS AND/OR NOTES IN THIS DRAWINGS SET ARE FOR LAYOUT AND INFORMATIONAL PURPOSES ONLY.
 - 9) THE HVAC CONTRACTOR IS RESPONSIBLE FOR ALL DESIGNS, CALCULATIONS, AND PERMITS AS REQUIRED BY THE HVAC SCOPE OF WORK. ALL WORK MUST CONFORM TO APPROPRIATE STATE, LOCAL, AND NATIONAL HVAC CODES. ANY HVAC DRAWINGS AND/OR NOTES IN THIS DRAWINGS SET ARE FOR LAYOUT AND INFORMATIONAL PURPOSES ONLY.
 - 9) THE PLUMBING CONTRACTOR IS RESPONSIBLE FOR ALL DESIGNS, CALCULATIONS, AND PERMITS AS REQUIRED BY THE PLUMBING SCOPE OF WORK. ALL WORK MUST CONFORM TO APPROPRIATE STATE, LOCAL, AND NATIONAL PLUMBING CODES. ANY PLUMBING DRAWINGS AND/OR NOTES IN THIS DRAWINGS SET ARE FOR LAYOUT AND INFORMATIONAL PURPOSES ONLY.

LEIBFRIED BOAT HOUSE
N29 W27529 PENINSULA DRIVE
PEWAUKEE, WI 53072

SHEET TITLE

TITLE PAGE

REVISIONS

XX.XX.XXXX	XX.XX.XXXX
XX.XX.XXXX	XX.XX.XXXX
XX.XX.XXXX	XX.XX.XXXX
XX.XX.XXXX	XX.XX.XXXX
XX.XX.XXXX	XX.XX.XXXX
XX.XX.XXXX	XX.XX.XXXX

PROJECT NUMBER

22-00001

SET USE

BIDDING

DATE

05.03.2022

SHEET

TS



SITE DATA:	
SITE AREA:	9,875 S.F.
FOOTPRINT OF EXISTING BUILDING	0.2267 ACRES
AREA OF ACCESSORY STRUCTURE	1,800 S.F.
TOTAL BUILDING FOOTPRINT:	360 S.F.
TOTAL EXISTING IMPERVIOUS:	1,960 S.F. (19.8% OF SITE)
TOTAL NEW IMPERVIOUS:	1,794 S.F. (18.1% OF SITE)
	0 S.F.

2 SITE PLAN
SCALE: 1" = 10'-0"



envision design
ARCHITECTURE

LEIBFRIED BOAT HOUSE
N29 W27529 PENINSULA DRIVE
PEWAUKEE, WI 53072

SHEET TITLE

SITE PLAN

REVISIONS

XX.XX.XXXX	XX.XX.XXXX
XX.XX.XXXX	XX.XX.XXXX
XX.XX.XXXX	XX.XX.XXXX
XX.XX.XXXX	XX.XX.XXXX
XX.XX.XXXX	XX.XX.XXXX

PROJECT NUMBER

22-00001

SET USE

BIDDING

DATE

05.03.2022

SHEET

A1.0

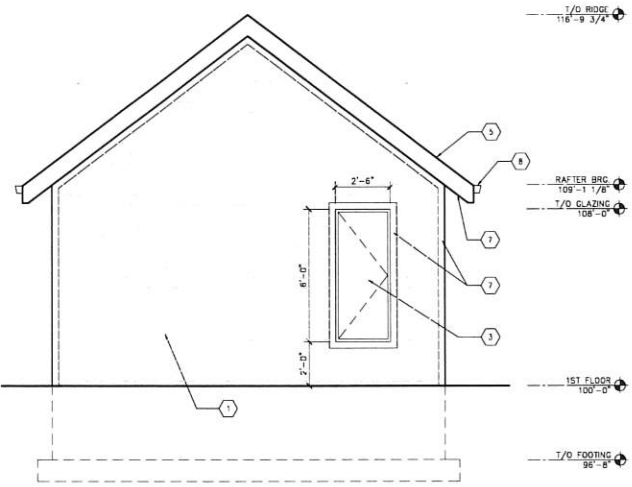
- BUILDING FINISHES:**
- 1 6" EXPOSURE LP SMART SIDING
 - 2 PREFINISHED GLASS PANEL GARAGE DOOR - BLACK
 - 3 ANDERSEN OR EQUAL CASEMENT WINDOW w/ FIXED TRANSOM WINDOW ABOVE - BLACK EXTERIOR w/ WOOD INTERIOR FINISH
 - 4 ANDERSEN OR EQUAL STRAIGHT-LINE GLASS PANEL DOOR #102 - BLACK EXTERIOR w/ WOOD INTERIOR FINISH. PROVIDE FIXED TRANSOM ABOVE.
 - 5 30 YEAR DIMENSIONAL ASPHALT SHINGLE ROOF
 - 6 PREFINISHED ALUMINUM SOFFIT PANEL - WHITE
 - 7 4" LP SMART SIDE TRIM - WHITE
 - 8 PREFINISHED METAL GUTTER AND DOWNSPOUTS

CONSTRUCTION NOTES:

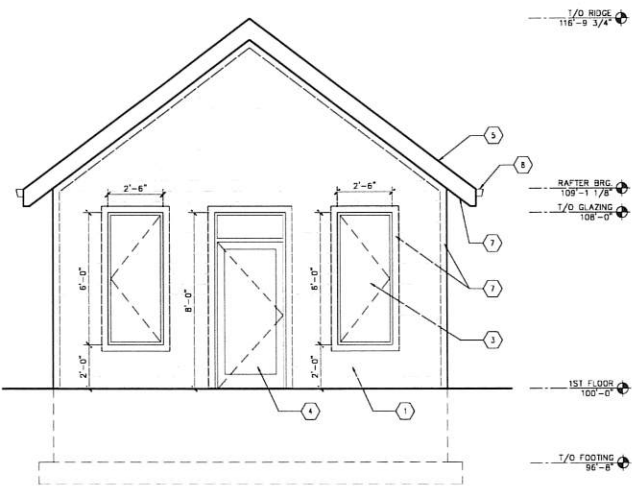
GENERAL:

ALL GYPSUM WALLBOARD IS TO BE 1/2" THICK (UNLESS NOTED OTHERWISE), IN LONGEST LENGTHS AVAILABLE. SCREW ATTACHED TO STUDS OR FURRING. PROVIDE METAL CORNER BEADS AND USG NO. 200B METAL TRIMS AT ALL EXPOSED WALLBOARD EDGES. TAPE AND FINISH ALL JOINTS. EVEN IF NOT EXPOSED TO VIEW. PROVIDE MOISTURE-RESISTANT GYPSUM WALLBOARD AT ALL WET AREAS.

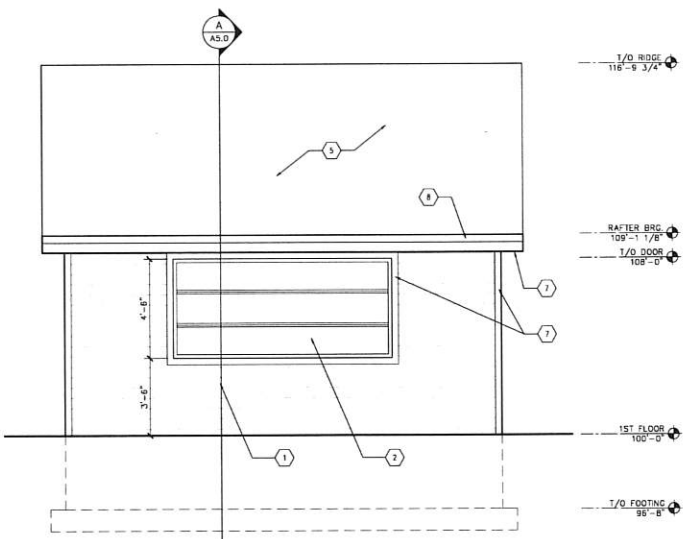
- ELECTRICAL LEGEND:**
- ⌚ DUPLEX OUTLET
 - ⌚^{WP} DUPLEX OUTLET, WEATHERPROOF
 - ⌚^G GROUND FAULT INTERRUPTER DUPLEX OUTLET
 - ⌚^C DUPLEX OUTLET MOUNTED ABOVE COUNTER
 - ⌚^{TV} T.V. OUTLET AT 72" A.F.F. UNLESS OTHERWISE NOTED



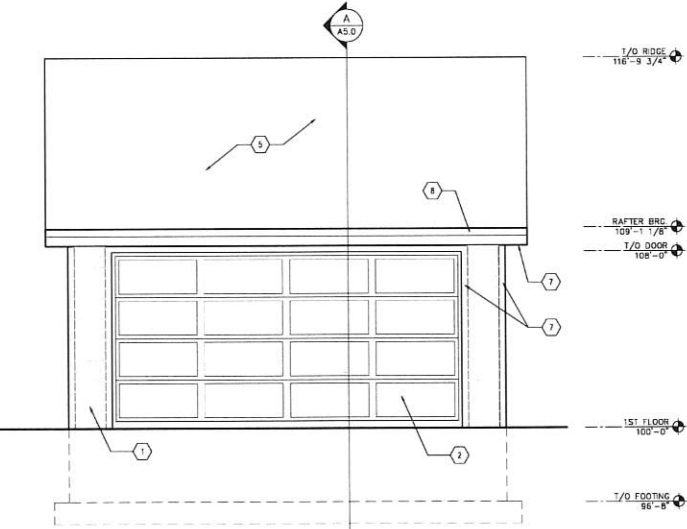
7 WEST ELEVATION
SCALE: 1/4" = 1'-0"



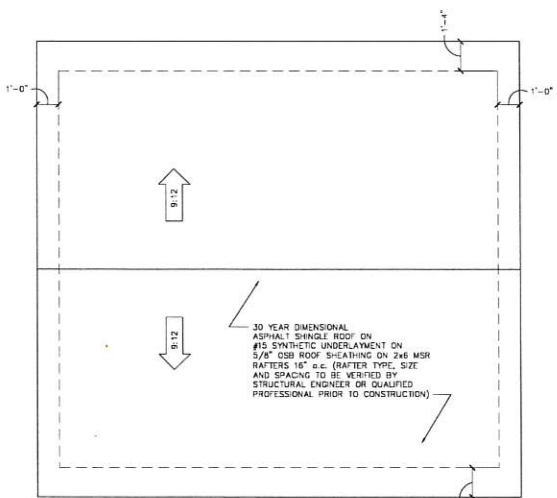
5 EAST ELEVATION
SCALE: 1/4" = 1'-0"



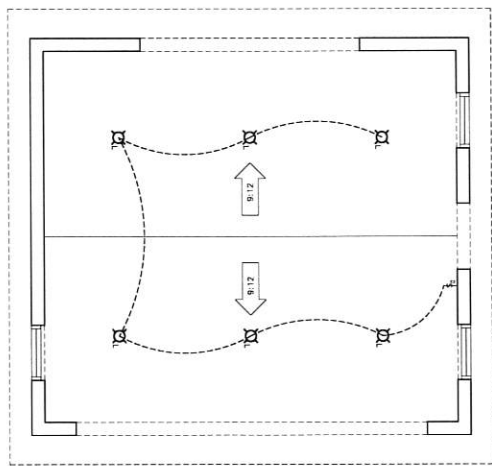
6 NORTH ELEVATION
SCALE: 1/4" = 1'-0"



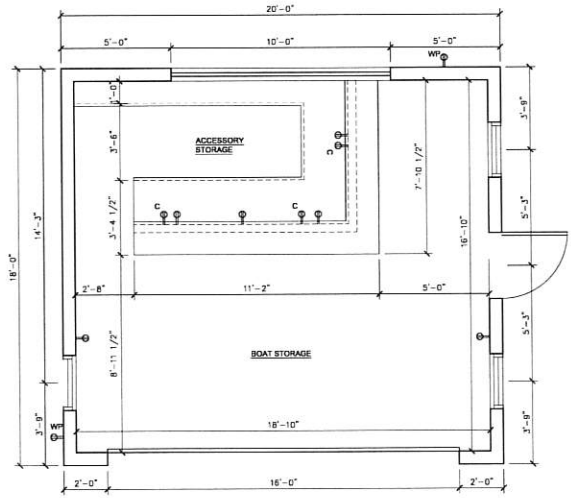
4 SOUTH ELEVATION
SCALE: 1/4" = 1'-0"



3 ROOF PLAN
SCALE: 1/4" = 1'-0"



2 REFLECTED CEILING PLAN
SCALE: 1/4" = 1'-0"



1 FLOOR PLAN
SCALE: 1/4" = 1'-0"
FIRST FLOOR GROSS AREA: 360 S.F.

envision design
ARCHITECTURE

LEIBFRIED BOAT HOUSE
N29 W27529 PENINSULA DRIVE
PEWAUKEE, WI 53072

SHEET TITLE
FLOOR PLAN & SITE PLAN

REVISIONS	
XX.XX.XXXX	XX.XX.XXXX
XX.XX.XXXX	XX.XX.XXXX
XX.XX.XXXX	XX.XX.XXXX
XX.XX.XXXX	XX.XX.XXXX
XX.XX.XXXX	XX.XX.XXXX

PROJECT NUMBER	22-00001
SET USE	BIDDING
DATE	05.03.2022
SHEET	

A2.1

**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-22-5-2**

PWC 0933024

LEGAL DESCRIPTION:

PT LOT 7 MAP OF STARKE PENINSULA SUBDIVISION PT
NW1/4 & NE1/4 SEC 18 T7N R19E; COM NLY LINE OF LOT 7
BEING SLY LINE OF ELM CT BEING 42 FT FROM NELY CRNR
OF LOT 7 & 45 FT FROM NWLY CRNR OF LOT 7; S49°44'W
ALNG NLY LINE 45 FT TO NWLY CRNR OF LOT; S30°56'E
ALNG WLY LINE 250 FT TO SHRLNE OF PEWAUKEE LAKE;
N61°41'E ALNG SHORE 30 FT; N27°37'W 251.1 FT TO BGN

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

Ryan Leibfried

Recording area

Name & Return Address

City of Pewaukee
W240N3065 Pewaukee Rd
Pewaukee, WI 53072

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

WHEREAS, The City Plan Commission has held a meeting on May 19, 2022; 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 June 6, 2022.

NOW, THEREFORE, let it be known that the City Common Council, by its action on June 6, 2022 has, hereby, granted a Conditional Use Permit for the following use(s):

Constructing a new boat house structure.

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

No conditions.

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 _____, 2022 by Steve Bierce, Mayor and Kelly Tarczewski, Clerk.

(Seal)

Ami Hurd
My Commission expires _____

This instrument was drafted by Ami Hurd, Deputy Clerk

PLAT OF SURVEY

Floodplain elev. = 854.6'

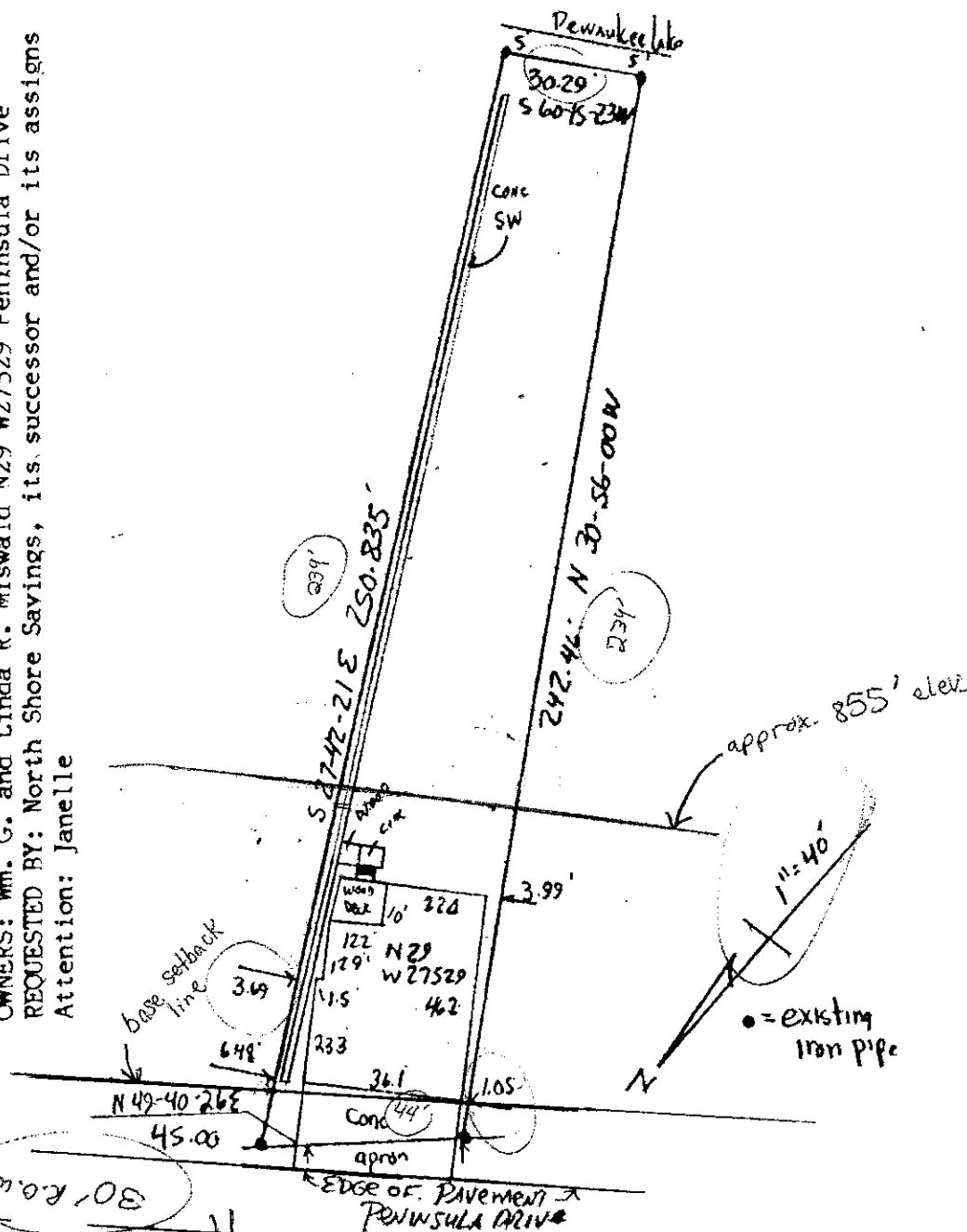


DESCRIPTION: All that part of Lot 7 in Starck Peninsula Subdivision, being a part of the NW 1/4 and NE 1/4 of Section 18, Township 7 North, Range 19 East in the Town of Pewaukee, Waukesha County, Wisconsin starting at a point on the northerly line of the said Lot 7, and being the southerly line of Elm Court, said point being 42 feet distant from the northeasterly corner of Lot 7 and 45 feet distant from the northwesterly corner of the said Lot 7; thence S 49° 44' W, along the northerly line of said Lot 45 feet to the northwesterly Corner of said lot; thence S 30° 56' E, along the westerly line of said lot, 250 feet to a point on the shore of Pewaukee Lake; thence N 61° 41' East, along the shore of said lake, 30.00 feet; thence N 27° 27' W, 251.1 feet to the place of beginning. Also all of the land lying between the southerly line of the above described property and Pewaukee Lake included between the easterly and westerly lines of the above described tract extended to the lake shore.

OWNERS: Wm. G. and Linda R. Miswald N29 W27529 Peninsula Drive

REQUESTED BY: North Shore Savings, its successor and/or its assigns

Attention: Janelle



STATE OF WISCONSIN
COUNTY OF MILWAUKEE

I HAVE SURVEYED THE ABOVE-DESCRIBED PROPERTY AND THE ABOVE MAP IS A TRUE REPRESENTATION THEREOF AND SHOWS THE SIZE AND LOCATION OF THE PROPERTY, ITS EXTERIOR BOUNDARIES, THE LOCATION AND DIMENSIONS OF ALL-VISIBLE STRUCTURES THEREON, FENCES, APPARENT EASEMENTS AND ROADWAYS AND VISIBLE ENCROACHMENTS, IF ANY.

THIS SURVEY IS MADE FOR THE EXCLUSIVE USE OF THE PRESENT OWNERS OF THE PROPERTY, AND ALSO THOSE WHO PURCHASE, MORTGAGE, OR GUARANTEE THE TITLE THERETO WITHIN ONE (1) YEAR FROM DATE HEREOF; AND AS TO THEM I CERTIFY THE ACCURACY OF SAID SURVEY AND MAP.

NOTE: AN AGREEMENT EXISTS BETWEEN REGIONAL CONSULTING ENGINEERS, INC. AND THE LENDING INSTITUTION TO OMIT THE RESETTLEMENT OF ANY MISSING LOT CORNER PIPES ON THIS SURVEY UNLESS SPECIFICALLY REQUESTED AT THE TIME OF SURVEY ORDER PLACEMENT.

DATED THIS 21st DAY OF April 19 89

Robert N. Retzlaff
SURVEYOR

JOB NO 89098

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

DATE: June 6, 2022

DEPARTMENT: Planning

PROVIDED BY:

SUBJECT:

Discussion and Possible Action Regarding **Ordinance 22-14** Regarding Proposed Text Amendments to Section 17.0435e.(7)(c) of the F-1 Floodplain Zoning District of the City of Pewaukee Zoning Ordinance [Fuchs]

BACKGROUND:

FINANCIAL IMPACT:

RECOMMENDED MOTION:

ATTACHMENTS:

Description

Ordinance 22-14

Floodplain Ordinance staff report 5.19.22

Floodplain Ordinance amendment

ORDINANCE 22-14

**TO REPEAL AND RECREATE 17.0435(7)(c) OF THE ZONING CODE OF
THE CITY OF PEWAUKEE, WAUKESHA COUNTY, WISCONSIN**

WHEREAS; the Plan Commission held a public hearing on May 19, 2022 and have concurred with staff recommendations;

NOW THEREFORE, The Common Council of the City of Pewaukee, Waukesha County, Wisconsin do ordain that Section 17.0435(7)(c) Removal of Lands from Floodplain will be repealed and recreated to read the following:

17.0435(7) REMOVAL OF LANDS FROM FLOODPLAIN

- (c) There is an area of land outside the F-1, Floodplain District but adjacent to the proposed filled land equal to at least one (1) time the areal extend and volume of the proposed filled area that is added to the F-1, Floodplain District based on plans approved by the City Plan Commission.

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 6th day of June, 2022.

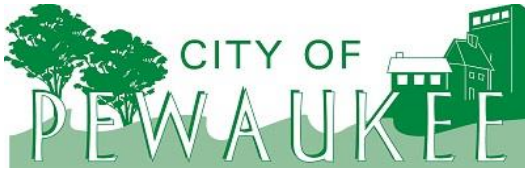
COMMON COUNCIL OF THE CITY OF PEWAUKEE

WAUKESHA COUNTY, WISCONSIN

Attest:

Steve Bierce, Mayor

Kelly Tarczewski, Clerk/Treasurer



Office of the Planner & Community Development

W240 N3065 Pewaukee Road
Pewaukee, Wisconsin 53072
Phone (262) 691-0770
fuchs@pewaukee.wi.us

Fax (262) 691-1798

REPORT TO THE PLAN COMMISSION

Meeting of May 19, 2022

Date: May 10, 2022

Project Name: Section 17.0435e.(7)(c), Removal of Lands from Floodplain Amendment

Project Address/Tax Key No.: City-wide

Applicant: City of Pewaukee

Project Description

Staff is requesting an amendment to Section 17.0435e.(7)(c), Removal of Lands from Floodplain. The subject amendment is attached and described further below.

This change is being brought forward in part to accommodate a proposed development located on the corner of Redford Boulevard and Lindsay Road. A Conceptual Review Application was reviewed at the April 21, 2022 Plan Commission meeting for this development.

Additionally, staff finds the current mitigation standard onerous and overly restrictive. As such, staff is bringing the change forward as a needed revision and would have done so in the future as part of the zoning code rewrite project, regardless of the above-mentioned development.

The tracked change version includes the following:

- reducing the proposed filled land from four times to one time the areal extent and volume of the proposed filled area that is added to the F-1 Floodplain District; and
- removing the language that mitigation must occur on the same property.

Staff would further note that the City will continue to monitor the removal of lands from the F-1 Floodplain District, so staff does not find that reducing the mitigation standard to a one for one or equal in/equal out requirement will have any negative impacts. This modification will add flexibility for the City to allow properties to be developed to a better extent.

Furthermore, staff does not find this modification as a detriment to the environment or floodplain as mitigation is still required, thus not raising flood levels nor increasing the dangers or hazards of flooding.

Recommendation

Staff recommends approval of the proposed text amendment to Section 17.0435e.(7)(c).

(7) REMOVAL OF LANDS FROM FLOODPLAIN

Compliance with the provisions of this ordinance shall not be grounds for removing land from the floodplain unless it is filled at least two feet above the regional or base flood elevation, the fill is contiguous to land outside the floodplain, and the map is amended pursuant to section 't' *Amendments* of this sub-section.

In addition, no floodplain may be filled and no walled structure built within the SFHA or FSDs with the exception of the construction of public utility and transportation facilities required by a unit/agency of government, or an approved structure requiring water frontage which would require adherence to regulations as set forth in section 'l' of this subsection and by FEMA and NR116. Compliance with the provisions of this ordinance shall not be grounds for removing land from the F-1, Floodplain District unless:

- (a) Said land has been previously filled prior to the effective date of the adoption on this amendment so that the elevation of the lowest floor (including basement) of any existing or proposed walled structure or building is at least two feet above the base flood elevation;
- (b) The proposed filled land does not form an island and can be accessed from other surrounding lands without entering the F-1, Floodplain District;
- (c) There is an area of land outside the F-1, Floodplain District but adjacent to ~~and on the same property as~~ the proposed filled land equal to at least one (1) time ~~four (4) times~~ the areal extent and volume of the proposed filled area that is added to the F-1, Floodplain District based on plans approved by the City Plan Commission;
- (d) The height of the downstream base flood is not increased by proposed fill;
- (e) The floodplain boundaries shown on all official maps are amended pursuant to section 'n' of this sub-section; and
- (f) A study is prepared and certified by a state registered professional engineer, establishing that:
 - i. The fill, lowest floor and floodproofing elevation shall have no effect upon the base flood elevation either upstream or downstream and are in compliance with this ordinance; or
 - ii. The fill, lowest floor and floodproofing elevations may have the effect of raising the base flood elevation either upstream or downstream if otherwise in compliance with this ordinance, in which case the property owner must also contact FEMA to request and receive an approved Conditional Letter of Map Revision (CLOMR) prior to issuance of any local permit(s); or
 - iii. The fill, lowest floor and floodproofing elevations may have the effect of lowering the base flood elevation either upstream or downstream and are otherwise in compliance with this ordinance, in which case the property owner must also contact FEMA to request and receive an approved Letter of Map Change (LOMC) prior to issuance of any local permit(s). Please also see sub- section 17.1108b and Appendix 5.

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

DATE: June 6, 2022

DEPARTMENT: Planning

PROVIDED BY:

SUBJECT:

Discussion Related to Revising Section 17.0209 of the City of Pewaukee Zoning Code Related to Accessory Structures and Temporary Use Standards and Related Definitions of Section 17.1400 [Fuchs]

BACKGROUND:

FINANCIAL IMPACT:

RECOMMENDED MOTION:

ATTACHMENTS:

Description

Accessory Uses and Structures staff report 5.19.22

Accessory Uses and Structures summary

Accessory Uses and Structures - clean version

Accessory Uses and Structures - tracked changes

Accessory Uses and Structures definitions - final draft



Office of the Planner & Community Development

W240 N3065 Pewaukee Road
Pewaukee, Wisconsin 53072
Phone (262) 691-0770

Fax (262) 691-1798

REPORT TO THE PLAN COMMISSION

Meeting of May 19, 2022

Date: May 11, 2022

Project Name: Zoning Code Re-Write Project: Section 17.0209, Accessory Uses and Temporary Uses or Structures

Project Address/Tax Key No.: City-wide

Applicant: City of Pewaukee

Project Description

The Accessory Uses and Structures Section amendments attached and described below are being brought forward as part of the Zoning Code Re-Write Project that the Planning & Community Development Department has undertaken.

The attached include the following:

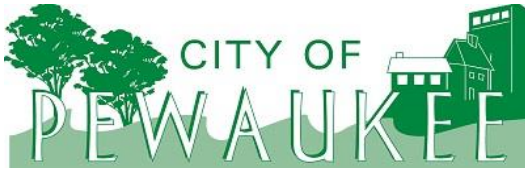
- A summary of major and minor changes made to the Accessory Uses and Temporary Uses or Structures sections within Section 17.0209 of the Zoning Code;
- A list of all definitions related to accessory and temporary uses and structures that were within Section 17.1400, some of which have been revised;
- A tracked changes draft of the proposed amendments; and
- A clean draft of the proposed amendments.

Through this re-write, staff aimed to generally keep the same standards as the existing code, with a few exceptions, while better identifying and detailing standards for specific uses and structures. The intent is not to create nonconforming structures or situations, but to better clarify standards and uses and correct any discrepancies that currently exist within these sections.

In addition to changes specifically identified in the attached summary, below are items that the Plan Commission may want to weigh-in on as they may be different standards than what exists today.

- The number of accessory structures allowed on a lot is included in the attached summary. Note that currently lots of 2.5-acres or more, are allowed up to two 1,200 square foot detached buildings. The proposed amendment allows two structures up to that maximum size or one structure no more than 2,400 square feet.
- Re: Section b.(2)(a), (e) and (f)

The existing code requires pools to be 15-feet from the rear property line. The proposed change continues to require a 15-foot setback from the edge of the pool, but also includes



Office of the Planner & Community Development

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the side yard and adds that any concrete or deck surrounding needs to be a minimum of 10-feet from the side and rear property lines.

Considering the above allowance for decks and concrete to be setback 10-feet from the side and rear property lines when adjacent to a pool, the proposed ordinance also allows the same for any deck or patio. Currently the zoning code requires a 15-foot setback for decks and patios.

If a 15-foot setback is preferred as exists today, staff would revise the pool language to state that the 15-foot setback is measured from the deck or concrete area surrounding the pool, opposed to the edge of the pool.

- The current code does not specify a maximum size for boathouses. Boathouses are either held at a certain size based upon lot coverage and setback requirements or limited to 1,200 square feet as a “detached garage.”

The proposed amendment limits boathouses to a maximum size of 800 square feet. Staff reviewed existing boathouses and found that only five are greater than 800 square feet in size. Below is a table listing the general area of existing boathouses.

Number of Boathouses	Size Range (square feet)
3	100-199
19	200-299
35	300-399
14	400-499
9	500-599
7	600-699
2	700-799
2	800-899
1	900-999
2	1,000-1,9999
Total Boathouses: 94	

As another comparison, boathouses on North Lake are limited to 450 square feet.

- Parking of trailers and recreational vehicles

Currently the zoning code only allows temporary parking of trailers and recreational vehicles for a maximum of 45 days on a property. The proposed amendment continues to allow temporary parking of trailers and RVs; however, it also provides parameters to allow for parking or storing them on a property permanently.



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The proposed code allows parking/storage of a maximum of one trailer or RV 30-feet in length or less if in the side or rear yard, parked on a paved or graveled surface, and screened from public view by fencing or landscaping.

Anecdotally, staff finds that there are instances where recreational vehicles and trailers are stored on residential properties within the City, which is the reason for this suggested change.

Recommendation

No action required.

Staff is seeking guidance related to these changes and will incorporate Plan Commission recommendations within the final draft ordinance.

New Accessory Uses & Structures Ordinance Summary

Major Changes

Quantity. Each residential lot shall be allowed no more than:

- One accessory structure 200 square feet or less in area
- One accessory structure up to a maximum of 1, 200 square feet on a lot less than 2.5 acres. A residential lot 2.5 acres or greater shall be allowed two accessory structures up to 1,200 square feet or one accessory structure no more than 2,400 square feet
- The total area of all permitted accessory structures as listed within the ordinance shall not occupy more than 40% of the rear yard
- In ground swimming pools, boat houses, and children play structures and tree houses will not count toward the maximum quantity of structures allowed

Detail standards exist for: swimming pools, pool houses and cabanas, fences, home use residential gardens, decks, patios and other paved or graveled areas, porches, boathouses, recreational vehicles, children play structures and tree houses, solar panels, and home occupation

Minor Changes

Call out that accessory structures attached to a principal structure by breezeway or other like structures are not considered attached

Lean-tos and other roofed projections, exceeding 3ft shall be included in area calculations

Setbacks.

- Accessory structures 120 square feet or less shall be located a minimum of five (5) feet from the side and rear property lines.
- Accessory structures between 121 and 200 square feet shall be located a minimum of ten (10) feet from the side and rear property lines.
- Accessory structures exceeding 200 square feet shall meet the same minimum setbacks as principal buildings of the zoning district.
- In no case shall an accessory structure be required to meet a greater setback than required for the principal structure

Design. Accessory structures shall be constructed of the same or complementary exterior materials as the principal structure on the parcel. In no case shall metal be utilized as a primary building material.

Detailed Standards.

- Decks, patios, and concrete around pools are now setback 10 ft from side and rear property line instead of 15 ft
- Fences shall be setback a minimum of 2 ft from property line to allow for maintenance of the fence
- Roof mounted solar panels shall not extend more than 3ft greater than the maximum height allowed for the structure in accordance with the zoning district

No Changes

Lot Coverage. All principal accessory structures shall not occupy more than the maximum permitted lot coverage allowed within the applicable zoning district.

Location.

- No detached accessory structure shall be located within the street yard, front yard, or a corner side yard
- Accessory structures are allowed within the arterial street side of double frontage lots
- Lots abutting Pewaukee Lake or its tributaries shall be considered double frontage lots and accessory structures shall be allowed on the street and water side of said lots
- Accessory structures shall be oriented so as not to block all view of water bodies and/or other common private or public open space from existing principal residences located on adjacent parcels.

Setbacks.

- Accessory structures, regardless of size, shall be located a minimum of:
 - Five (5) feet from any public easement
 - Ten (10) feet from any other structures (principal or accessory)
 - Twenty-five (25) feet from a wetland
 - Seventy-five (75) feet from a 100-year floodplain boundary or Ordinary High Water Mark of a navigable waterway, unless otherwise allowed in this ordinance.

Height. An accessory structure shall have a maximum height of 18 ft

Use. Residential accessory uses shall be subordinate to the residential use and shall not include a separate residential dwelling unit or involve the conduct of any business, trade, or industry except approved home occupations and home offices as defined in this ordinance.

Accessory structures 35 sq. ft. or less and mechanical equipment are allowed without issuance of a permit

- b. Accessory Uses and Structures are permitted in any district, but not until their principal use and/or structure is present or under construction and a building or zoning permit is obtained. No accessory structures shall contain or constitute a separate dwelling or residential unit. Accessory structures attached to a principal structure by a breezeway or other like structure are not considered attached for the purpose of this section. Lean-tos and other roofed projections, exceeding (3) feet shall be included in area calculations.

Accessory uses and structures include, but are not limited to: storage structures, parking structures and areas, gardening use and structures, private swimming pools, pool houses, cabanas, private emergency shelters, children play structures, greenhouses, sheds, decks, patios, gazebos, porches, boathouses, solar panels, fences, compost bins, sport courts, and animal shelters.

(1) All accessory structures in Single-Family and Two-Family Residential Districts shall comply with the following standards, unless otherwise specified under Section 17.0209(2) detailed standards for specific uses and structures.

- (a) Quantity. Each residential lot shall be allowed no more than:
- i. One accessory structure 200 square feet or less in area
 - ii. One accessory structure up to a maximum of 1,200 square feet on a lot less than 2.5 acres. A residential lot 2.5 acres or greater shall be allowed two accessory structures up to 1,200 square feet or one accessory structure no more than 2,400 square feet
 - iii. The total area of all permitted accessory structures as listed within this ordinance shall not occupy more than 40% of the rear yard.
- (b) Lot Coverage. All principal and accessory structures shall not occupy more than the maximum permitted lot coverage allowed within the applicable zoning district.
- (c) Location. No detached accessory structure shall be located within the street yard, front yard or a corner side yard. Accessory structures are allowed within the arterial street side of double frontage lots. Lots abutting Pewaukee Lake or its tributaries shall be considered double frontage lots and accessory structures shall be allowed on the street and water side of said lots. Accessory structures shall be oriented so as not to block all view of water bodies and/or other common private or public open space from existing principal residences located on adjacent parcels.
- (d) Setbacks.
- i. Accessory structures 120 square feet or less shall be located a minimum of five (5) feet from the side and rear property lines.

- ii. Accessory structures between 121 and 200 square feet shall be located a minimum of ten (10) feet from the side and rear property lines.
- iii. Accessory structures exceeding 200 square feet shall meet the same minimum setbacks as principal buildings of the zoning district.
- iv. Accessory structures, regardless of size, shall be located a minimum of:
 - 1. Five (5) feet from any public easement
 - 2. Ten (10) feet from any other structures (principal or accessory)
 - 3. Twenty-five (25) feet from a wetland
 - 4. Seventy-five (75) feet from a 100-year floodplain boundary or Ordinary High Water Mark of a navigable waterway, unless otherwise allowed in this ordinance.
- v. In no case shall an accessory structure be required to meet a greater setback than required for the principal structure.
- (e) Height. An accessory structure shall have a maximum height of eighteen (18) feet.
- (f) Use. Residential accessory uses shall be subordinate to the residential use and shall not include a separate residential dwelling unit or involve the conduct of any business, trade, or industry except approved home occupations and home offices as defined in this ordinance.
- (g) Design. Accessory structures shall be constructed of the same or complementary exterior materials as the principal structure on the parcel. In no case shall metal be utilized as a primary building material.

(2) Detailed Standards for certain residential accessory structures and uses.

- (a) Swimming Pools (Also see Section 14.30 of the City's Municipal Code)
 - i. All swimming pools (in-ground or above ground) shall be a minimum of fifteen (15) feet from the rear and side property lines and five (5) feet from any public easement, as measured from the edge of the pool.
 - ii. Concrete, decking and any other impervious surface surrounding the pool shall be a minimum of ten (10) feet from the side and rear property lines.
 - iii. In-ground swimming pools shall not count toward the maximum quantity of structures allowed under 17.0209(1)(a).
- (b) Pool houses and cabanas
 - i. Shall be setback a minimum of fifteen (15) feet from

- the side and rear property lines.
 - ii. Shall count towards the maximum quantity of structures allowed under 17.0209(1)(a).
 - iii. Shall not be used, rented, or leased as a dwelling or residential unit or for overnight habitation.
- (c) Fences
 - i. Shall not exceed a height of six (6) feet as measured from grade
 - ii. Shall be ornamental and not exceed a height of three (3) feet when placed on the street side of a residence within the front yard.
 - iii. Shall not be located within a vision clearance triangle or within five (5) feet from a street property line when abutting a street.
 - iv. Shall be setback a minimum of five (5) feet from the right-of-way line on a corner lot or two (2) feet on a double frontage lot.
 - v. Shall be setback a minimum of two (2) feet from the property line to allow for maintenance of the fence.
 - vi. No barbed wire, chicken wire, or electrically charged fences shall be allowed as permanent fencing in residential zoning districts.
- (d) Home Use Residential Gardens
 - i. Temporary style fencing, four (4) feet or less in height, immediately surrounding a home use residential garden shall be allowed.
- (e) Decks
 - i. Attached and detached decks shall be setback a minimum of ten (10) feet from the side and rear property lines.
- (f) Patios and other paved or graveled areas (See Section 17.0604 for driveway, access and parking standards)
 - i. Shall be setback a minimum of ten (10) feet from the side and rear property lines.
- (g) Porches
 - i. Shall be attached and considered part of the principal structure. As such, all porches shall comply with the minimum setbacks of the applicable zoning district.
- (h) Boathouses (See Section 17.0436)
 - i. Shall be setback a minimum of five (5) feet from the ordinary high water mark of a lake or stream.
 - ii. Shall be setback a minimum of five (5) feet from the side property lines.
 - iii. Shall not count toward the maximum quantity of structures allowed under 17.0209(1)(a)
 - iv. Shall not exceed eight hundred (800) square feet in area.

- (i) Recreational Vehicles
 - i. Shall not be permanently parked on a driveway within the street or front yard of a residence.
 - ii. Shall be parked and kept on a paved or gravel surface.
 - iii. Shall be screened from public view by fencing or a Planting Screen as approved by the Zoning Administrator.
 - iv. Shall be limited to one such vehicle owned by the owner of the premises and less than 30 feet in length, including draw bar or 'tounge'.
 - v. See Section 17.0209f. for temporary parking allowances for recreational vehicles.
- (j) Children play structures and tree houses
 - i. Must be located a minimum of five (5) feet from the side and rear property lines.
 - ii. Shall not count toward the maximum quantity of structures allowed under 17.0209(1)(a).
- (k) Solar panels (Also see Section 17.0909a.2.)
 - i. Roof Mounted Systems
 - 1. Shall be permissible on principal and accessory structures
 - 2. Shall be flush mounted whenever possible
 - 3. Shall not extend above the highest peak of a pitched roof
 - 4. Shall not extend more than three (3) feet greater than the maximum height allowed for the structure in accordance with the zoning district
 - ii. Ground Mounted Systems
 - 1. Shall be considered impervious and adhere to the general accessory structure requirements of Section 17.0209b.(1) above.
 - 2. The minimum clearance between the lowest point of the system and the surface on which the system is mounted shall be twelve (12) inches
 - 3. All parts of the free-standing system shall be located a minimum of fifteen (15) feet from the side and rear property lines.
- (l) Home Occupation
 - i. Home occupations may be conducted within single-family and multi-family dwellings.
 - ii. The home occupation shall be conducted entirely within the dwelling and the total floor space required or used for such home occupation shall not be greater than twenty (20) percent of the total

- floor area of any floor within the residence and shall not be conducted within any accessory building
- iii. The home occupation shall not create noise, odor or electrical disturbance which can be detected outside the residence.
 - iv. There can be no more than one (1) employee that does not live in the home.
 - v. There shall be no customer traffic, no parking or servicing of vehicles not licensed to the homeowner, no parking outside a garage of more than one vehicle used in the business and no non-residential solid waste shall be stored outside.
 - vi. There shall be no visible evidence from outside the residence that the residence is being used for home occupation purposes, and there shall be no signage displayed.

(3) The following accessory structures are allowed without the issuance of a building or zoning permit, subject to compliance with all standards of Section 17.0209b.(1).

- (a) Any accessory structure thirty-five (35) square feet or less.
- (b) Mechanical equipment
 - i. Mechanical equipment, such as air conditioning units, shall be setback a minimum of five (5) feet from the side and rear property lines.
 - ii. Mechanical equipment located within the street, front or corner side yard shall be setback a minimum of five (5) feet from the right-of-way line and fully screened from public by a Planting Screen.

(4) Accessory structures and uses in Agricultural Districts are allowed as stated under Sections 17.0403 and 17.0404. All accessory structures shall be subject to Plan Commission approval of a Site and Building Plan Review Application, except for the following structures, which may be approved by the Zoning Administrator under review of applicable building permits.

- (a) Fences, not exceeding eight (8) feet in height shall be allowed with approval of a Building Permit. Fences greater than eight (8) feet shall be subject to Plan Commission review of a Site and Building Plan Review Application.
- (b) Roadside stands for the sale of agricultural products shall be allowed with Zoning Administrator approval of a Business Plan of Operation Application in addition to applicable building permits. Roadside stands shall have sufficient off-street parking and loading areas to accommodate the use.
- (c) Animal shelters and up to two (2) storage buildings not exceeding 2,400 square feet.

(5) All accessory structures and uses in Multi-Family Residential and

Nonresidential Districts are permitted as may be allowed within each individual zoning district and with Plan Commission approval of a Site and Building Plan Review Application for any building or site improvements. Also see Section 17.0210.

- c. Temporary Uses or Structures are allowed within any zoning district as required below. Temporary uses not listed shall require Plan Commission approval of a Temporary Use Permit.
 - a. All Temporary Uses shall comply with the following standards, unless otherwise approved by the Plan Commission:
 - i. Location. No temporary structure shall encroach upon City property, City rights-of-way, neighboring property, sidewalks, or be placed in the street.
 - ii. Setbacks. Temporary structures, regardless of size, shall be located a minimum of:
 - 1. Five (5) feet from any public easement
 - 2. Ten (10) feet from any other structures (principal or accessory)
 - 3. Twenty-five (25) feet from a wetland
 - 4. Seventy-five (75) feet from a 100-year floodplain boundary or Ordinary High Water Mark of a navigable waterway.
 - iii. Height. A temporary structure shall have a maximum height of eighteen (18) feet.
 - iv. Use. Temporary Uses are not accessory uses and may not be used as permanent or temporary storage units or as signs or sign supporting structures.
 - v. Expiration. All Temporary Uses are limited to 30 days per calendar year unless otherwise specified below or as may be approved by the Plan Commission.
 - b. Temporary Uses allowed without the issuance of a Temporary Use Permit.
 - i. Construction related shelters for materials and equipment, construction office trailers and other construction related uses.
 - 1. Any structure or outdoor storage area designed for the onsite storage of construction equipment and/or materials of active construction projects
 - 2. Construction related temporary structures shall be removed upon

- completion of the active construction phase of the project.
- ii. Dumpsters required for construction sites
 - 1. Shall be placed on a paved or graveled surface
 - 2. Shall be removed following completion of work or as required by the Building Inspector or Zoning Administrator.
- iii. Pre-construction sales offices
 - 1. Shall be allowed in single-family, two-family and multi-family residential zoning districts only
 - 2. The structure shall be removed upon the completion of the permanent dwelling structure(s) located onsite.
- iv. Recreational Vehicles and Mobile Homes
 - 1. Shall be limited to one such vehicle owned by the owner of the premises and less than 30 feet in length, including draw bar or 'tounge'.
 - 2. Shall not be located within the front yard of a lot.
- v. Garage and Yard Sales
 - 1. Shall be allowed in single-family, two-family and multi-family residential zoning districts only.
 - 2. Shall be limited to three (3) such sales within a calendar year, each for a duration not to exceed three (3) consecutive days.
- vi. Public Interest and Special Events
 - 1. Such events shall be allowed in all zoning districts.
 - 2. Such events shall include but not limited to outdoor food sales, outdoor car wash, or other gatherings for the benefit of the community, a particular service or a non-profit organization.
 - 3. Limited to no more than 6 times per year.
 - 4. Each event shall be no longer than 14 days.
- c. Temporary Uses allowed with Zoning Administrator review and approval of a Temporary Use Permit.
 - i. Movable or portable storage units
 - 1. No such storage units shall be greater than twenty (20) feet in length, ten (10) feet in width, and ten (10) feet in height.

2. Storage units shall be placed on a paved or graveled surface.
- ii. Carport or similar temporary structure
 1. Shall be placed on a paved or graveled surface.
 2. Shall not be located within the front yard of a lot.
- iii. Outdoor seasonal sales and farmers markets
 1. Allowed in agricultural and nonresidential districts only.
 2. Limited to 90 days per calendar year.

~~b. Accessory Uses and structures are permitted in any district but not until their principal use and/or structure is present or under construction and a building or zoning permit is obtained. Residential accessory uses shall not involve the conduct of any business, trade, or industry except approved home occupations and home offices as defined in this ordinance, and accessory buildings shall not be used for residential purposes, except as noted below. Accessory uses also include incidental repairs to the principal structure; storage structures; parking structures and areas; home use gardening; private swimming pools; and private emergency shelters. Mobile homes and recreation vehicles designed or configured to be driven or towed are not principal or accessory structures and may not be used for habitation or storage except in approved mobile home parks and RV campgrounds or in the case of officially recognized emergencies. One such vehicle owned by the owner of the premises and less than 30 feet in length, including draw bar or 'tongue', may be temporarily stored outside within the buildable area of a residential property for no more than 45 days in a calendar year if property deed restrictions/covenants allow, but may not be used as a living unit or extra bedroom. Storage units such as dumpsters and portable on-demand (pod) storage units are not accessory structures. Watchmen quarters in industrial or commercial districts and quarters of itinerant agricultural laborers in an agricultural district may be accessory structures upon granting of a conditional use permit for such specific use by the Plan Commission. Small accessory structures or 'garden' buildings intended for the storage of yard maintenance equipment having not more than 120 square feet in floor space may be located within rear or side yard areas but not closer than ten (10) feet to a property line or other building and not within designated easements. All accessory structures larger than 120 square feet shall be constructed using the same type and color of exterior materials, including roofing, as the principal structure on the property.~~

- b. Accessory Uses and Structures are permitted in any district, but not until their principal use and/or structure is present or under construction and a building or zoning permit is obtained. No accessory structures shall contain or constitute a separate dwelling or residential unit. Accessory structures attached to a principal structure by a breezeway or other like structure are not considered attached for the purpose of this section. Lean-tos and other roofed projections, exceeding (3) feet shall be included in area calculations.

Accessory uses and structures include, but are not limited to: storage structures, parking structures and areas, gardening use and structures, private swimming pools, pool houses, cabanas, private emergency shelters, children play structures, greenhouses, sheds, decks, patios, gazebos, porches, boathouses, solar panels, fences, compost bins, sport courts, and animal shelters.

(1) All accessory structures in Single-Family and Two-Family Residential Districts shall comply with the following standards, unless otherwise specified under Section 17.0209(2) detailed standards for specific uses and structures.

- (a) Quantity. Each residential lot shall be allowed no more than:
- i. One accessory structure 200 square feet or less in area

- ii. One accessory structure up to a maximum of 1,200 square feet on a lot less than 2.5 acres. A residential lot 2.5 acres or greater shall be allowed two accessory structures up to 1,200 square feet or one accessory structure no more than 2,400 square feet
 - iii. The total area of all permitted accessory structures as listed within this ordinance shall not occupy more than 40% of the rear yard.
- (b) Lot Coverage. All principal and accessory structures shall not occupy more than the maximum permitted lot coverage allowed within the applicable zoning district.
- (c) Location. No detached accessory structure shall be located within the street yard, front yard or a corner side yard. Accessory structures are allowed within the arterial street side of double frontage lots. Lots abutting Pewaukee Lake or its tributaries shall be considered double frontage lots and accessory structures shall be allowed on the street and water side of said lots. Accessory structures shall be oriented so as not to block all view of water bodies and/or other common private or public open space from existing principal residences located on adjacent parcels.
- (d) Setbacks.
 - i. Accessory structures 120 square feet or less shall be located a minimum of five (5) feet from the side and rear property lines.
 - ii. Accessory structures between 121 and 200 square feet shall be located a minimum of ten (10) feet from the side and rear property lines.
 - iii. Accessory structures exceeding 200 square feet shall meet the same minimum setbacks as principal buildings of the zoning district.
 - iv. Accessory structures, regardless of size, shall be located a minimum of:
 - 1. Five (5) feet from any public easement
 - 2. Ten (10) feet from any other structures (principal or accessory)
 - 3. Twenty-five (25) feet from a wetland
 - 4. Seventy-five (75) feet from a 100-year floodplain boundary or Ordinary High Water Mark of a navigable waterway, unless otherwise allowed in this ordinance.
 - v. In no case shall an accessory structure be required to meet a greater setback than required for the principal structure.
- (e) Height. An accessory structure shall have a maximum height of eighteen (18) feet.
- (f) Use. Residential accessory uses shall be subordinate to the residential use and shall not include a separate residential

dwelling unit or involve the conduct of any business, trade, or industry except approved home occupations and home offices as defined in this ordinance.

- (g) Design. Accessory structures shall be constructed of the same or complementary exterior materials as the principal structure on the parcel. In no case shall metal be utilized as a primary building material.

(2) Detailed Standards for certain residential accessory structures and uses.

(a) Swimming Pools (Also see Section 14.30 of the City's Municipal Code)

- i. All swimming pools (in-ground or above ground) shall be a minimum of fifteen (15) feet from the rear and side property lines and five (5) feet from any public easement, as measured from the edge of the pool.
- ii. Concrete, decking and any other impervious surface surrounding the pool shall be a minimum of ten (10) feet from the side and rear property lines.
- iii. In-ground swimming pools shall not count toward the maximum quantity of structures allowed under 17.0209(1)(a).

(b) Pool houses and cabanas

- i. Shall be setback a minimum of fifteen (15) feet from the side and rear property lines.
- ii. Shall count towards the maximum quantity of structures allowed under 17.0209(1)(a).
- iii. Shall not be used, rented, or leased as a dwelling or residential unit or for overnight habitation.

(c) Fences

- i. Shall not exceed a height of six (6) feet as measured from grade
- ii. Shall be ornamental and not exceed a height of three (3) feet when placed on the street side of a residence within the front yard.
- iii. Shall not be located within a vision clearance triangle or within five (5) feet from a street property line when abutting a street.
- iv. Shall be setback a minimum of five (5) feet from the right-of-way line on a corner lot or two (2) feet on a double frontage lot.
- v. Shall be setback a minimum of two (2) feet from the property line to allow for maintenance of the fence.
- vi. No barbed wire, chicken wire, or electrically charged fences shall be allowed as permanent fencing in residential zoning districts.

(d) Home Use Residential Gardens

- i. Temporary style fencing, four (4) feet or less in height, immediately surrounding a home use residential garden shall be allowed.
- (e) Decks
 - i. Attached and detached decks shall be setback a minimum of ten (10) feet from the side and rear property lines.
- (f) Patios and other paved or graveled areas (See Section 17.0604 for driveway, access and parking standards)
 - i. Shall be setback a minimum of ten (10) feet from the side and rear property lines.
- (g) Porches
 - i. Shall be attached and considered part of the principal structure. As such, all porches shall comply with the minimum setbacks of the applicable zoning district.
- (h) Boathouses (See Section 17.0436)
 - i. Shall be setback a minimum of five (5) feet from the ordinary high water mark of a lake or stream.
 - ii. Shall be setback a minimum of five (5) feet from the side property lines.
 - iii. Shall not count toward the maximum quantity of structures allowed under 17.0209(1)(a)
 - iv. Shall not exceed eight hundred (800) square feet in area.
- (i) Recreational Vehicles
 - i. Shall not be permanently parked on a driveway within the street or front yard of a residence.
 - ii. Shall be parked and kept on a paved or gravel surface.
 - iii. Shall be screened from public view by fencing or a Planting Screen as approved by the Zoning Administrator.
 - iv. Shall be limited to one such vehicle owned by the owner of the premises and less than 30 feet in length, including draw bar or 'tounge'.
 - v. See Section 17.0209f. for temporary parking allowances for recreational vehicles.
- (j) Children play structures and tree houses
 - i. Must be located a minimum of five (5) feet from the side and rear property lines.
 - ii. Shall not count toward the maximum quantity of structures allowed under 17.0209(1)(a).
- (k) Solar panels (Also see Section 17.0909a.2.)
 - i. Roof Mounted Systems
 - 1. Shall be permissible on principal and accessory structures
 - 2. Shall be flush mounted whenever possible

3. Shall not extend above the highest peak of a pitched roof

4. Shall not extend more than three (3) feet greater than the maximum height allowed for the structure in accordance with the zoning district

ii. Ground Mounted Systems

1. Shall be considered impervious and adhere to the general accessory structure requirements of Section 17.0209b.(1) above.

2. The minimum clearance between the lowest point of the system and the surface on which the system is mounted shall be twelve (12) inches

3. All parts of the free-standing system shall be located a minimum of fifteen (15) feet from the side and rear property lines.

(l) Home Occupation

i. Home occupations may be conducted within single-family and multi-family dwellings.

ii. The home occupation shall be conducted entirely within the dwelling and the total floor space required or used for such home occupation shall not be greater than twenty (20) percent of the total floor area of any floor within the residence and shall not be conducted within any accessory building

iii. The home occupation shall not create noise, odor or electrical disturbance which can be detected outside the residence.

iv. There can be no more than one (1) employee that does not live in the home.

v. There shall be no customer traffic, no parking or servicing of vehicles not licensed to the homeowner, no parking outside a garage of more than one vehicle used in the business and no non-residential solid waste shall be stored outside.

vi. There shall be no visible evidence from outside the residence that the residence is being used for home occupation purposes, and there shall be no signage displayed.

(3) The following accessory structures are allowed without the issuance of a building or zoning permit, subject to compliance with all standards of Section 17.0209b.(1).

(a) Any accessory structure thirty-five (35) square feet or less.

(b) Mechanical equipment

i. Mechanical equipment, such as air conditioning units,

shall be setback a minimum of five (5) feet from the side and rear property lines.

- ii. Mechanical equipment located within the street, front or corner side yard shall be setback a minimum of five (5) feet from the right-of-way line and fully screened from public by a Planting Screen.

(4) Accessory structures and uses in Agricultural Districts are allowed as stated under Sections 17.0403 and 17.0404. All accessory structures shall be subject to Plan Commission approval of a Site and Building Plan Review Application, except for the following structures, which may be approved by the Zoning Administrator under review of applicable building permits.

- (a) Fences, not exceeding eight (8) feet in height shall be allowed with approval of a Building Permit. Fences greater than eight (8) feet shall be subject to Plan Commission review of a Site and Building Plan Review Application.
- (b) Roadside stands for the sale of agricultural products shall be allowed with Zoning Administrator approval of a Business Plan of Operation Application in addition to applicable building permits. Roadside stands shall have sufficient off-street parking and loading areas to accommodate the use.
- (c) Animal shelters and up to two (2) storage buildings not exceeding 2,400 square feet.

(5) All accessory structures and uses in Multi-Family Residential and Nonresidential Districts are permitted as may be allowed within each individual zoning district and with Plan Commission approval of a Site and Building Plan Review Application for any building or site improvements. Also see Section 17.0210.

~~f. Temporary Uses or Structures, such as shelters for materials and equipment or construction office trailers being used in the construction of a permanent structure, may be permitted for a period not to exceed 12 months while construction is in progress and such uses or structures must be screened from public view when physically possible to do so. Movable or portable on-demand storage (pods) units and 'dumpsters' may not be used as permanent outdoor storage facilities unless enclosed from view within a City Plan Commission approved permanent enclosure and may only be used as temporary storage in the event of an emergency or as a material and equipment shelter during moving of personal home or business items or construction of a building. All temporary structures/units shall be removed when directed by the Building Inspector or Zoning Administrator. Commercial or business trucks, truck trailers, vans, trailers, recreation vehicles or mobile homes are not accessory uses and may not be used as permanent or temporary storage units or as signs or sign supporting structures and shall not be~~

~~parked in the open in residential districts. (Also see 'b', above and subsection 17.0601 and Chapter 5.00).~~

c. Temporary Uses or Structures are allowed within any zoning district as required below. Temporary uses not listed shall require Plan Commission approval of a Temporary Use Permit.

(1) All Temporary Uses shall comply with the following standards, unless otherwise approved by the Plan Commission:

- (a) Location. No temporary structure shall encroach upon City property, City rights-of-way, neighboring property, sidewalks, or be placed in the street.
- (b) Setbacks. Temporary structures, regardless of size, shall be located a minimum of:
 - i. Five (5) feet from any public easement
 - ii. Ten (10) feet from any other structures (principal or accessory)
 - iii. Twenty-five (25) feet from a wetland
 - iv. Seventy-five (75) feet from a 100-year floodplain boundary or Ordinary High Water Mark of a navigable waterway.
- (c) Height. A temporary structure shall have a maximum height of eighteen (18) feet.
- (d) Use. Temporary Uses are not accessory uses and may not be used as permanent or temporary storage units or as signs or sign supporting structures.
- (e) Expiration. All Temporary Uses are limited to 30 days per calendar year unless otherwise specified below or as may be approved by the Plan Commission.

(2) Temporary Uses allowed without the issuance of a Temporary Use Permit.

- (a) Construction related shelters for materials and equipment, construction office trailers and other construction related uses.
 - i. Any structure or outdoor storage area designed for the onsite storage of construction equipment and/or materials of active construction projects

- ii. Construction related temporary structures shall be removed upon completion of the active construction phase of the project.

(b) Dumpsters required for construction sites

- i. Shall be placed on a paved or graveled surface
- ii. Shall be removed following completion of work or as required by the Building Inspector or Zoning Administrator.

(c) Pre-construction sales offices

- i. Shall be allowed in single-family, two-family and multi-family residential zoning districts only
- ii. The structure shall be removed upon the completion of the permanent dwelling structure(s) located onsite.

(d) Recreational Vehicles and Mobile Homes

- i. Shall be limited to one such vehicle owned by the owner of the premises and less than 30 feet in length, including draw bar or 'tounge'.
- ii. Shall not be located within the front yard of a lot.
- iii. Shall be allowed in single-family, two-family and multi-family residential zoning districts only.
- iv. Shall be limited to three (3) such sales within a calendar year, each for a duration not to exceed three (3) consecutive days.

(e) Public Interest and Special Events

- i. Such events shall be allowed in all zoning districts.
- ~~i.~~ii. Such events shall include but not limited to outdoor food sales, outdoor car wash, or other gatherings for the benefit of the community, a particular service or a non-profit organization.
- ~~ii.~~iii. Limited to no more than 6 times per year.
- ~~iii.~~iv. Each event shall be no longer than 14 days.

(3) Temporary Uses allowed with Zoning Administrator review and approval of a Temporary Use Permit.

(a) Movable or portable storage units

- i. No such storage units shall be greater than twenty (20) feet in length, ten (10) feet in width, and ten (10) feet in height.
 - ii. Storage units shall be placed on a paved or graveled surface.
- (b) Carport or similar temporary structure
 - i. Shall be placed on a paved or graveled surface.
 - ii. Shall not be located within the front yard of a lot.
- (c) Outdoor seasonal sales and farmers markets
 - i. Allowed in agricultural and nonresidential districts only.
 - ii. Limited to 90 days per calendar year.

Accessory Uses & Structures Definitions

5 - Accessory Use or Structure

A ~~Use or detached S~~structure that is secondary and incidental to, subordinate in area, extent or purpose to the principal building or use served or required for the principal building or use of the premises of a structure, land, or water and is located on the same zoning lot as the principal building or principal use. or parcel serving a purpose customarily incidental to the permitted principal use or the structure in which the principal use is housed. Such uses/structures include but are not limited to: a detached garage or carport; maintenance equipment or material storage shed; gazebo; cabana; child's play house or tree house; and similar walled structures not meant to be used as a living unit. (See sub-section 17.0209b).

33 - Boathouse

A permanent structure used for the storage of watercraft and associated materials and includes all structures which are totally enclosed, have roofs or walls or any combination of these structural parts. designed to protect or store boats, which may be built no closer than five (5) feet from the ordinary high water mark of a lake or stream.

61 - Deck

A structure, other than a stoop or walkway, characterized by a flat open horizontal surface or platform, at least six inches above the grade of the land it covers and which may or may not be supported by posts, beams, cantilevers or by any other methods, including a roof structure, usually attached to the rear or sides of a dwelling unit and intended to be used for leisure or recreational purposes. Such structures attached to the street side of a dwelling are usually called porches and are intended to shelter the front entry of the dwelling and for leisure activity.

77 - Easement

A right given by an owner of land to another party for a specific limited use of that land or portion thereof.

89 - Farm Roadside Stand

A farm building or structure used or intended to be used for the sale of unprocessed farm products raised on said farm solely by the owner or tenant of the farm on which such building is located.

92 - Fence

Any wooden, masonry, concrete, plastic structure or a densely planted hedge or other living plant material intended to enclose an open space for purposes of security or confinement, or intended as a visual or audible screening device, or intended for aesthetic ornamentation which is at least six (6) feet in length, no more than two (2) feet in height measured at grade, the nearest street curb, and no more than six (6) feet in height in residential and agricultural districts; nor more than ten (10) feet in height in other districts unless required by the Plan Commission as a condition of approval. Retaining walls for the purpose and as part of a grading plan shall no be considered a fence.

93 - Fence, Ornamental

A fence structure, not a common or privacy fence, constructed and placed so as not to obstruct vision and intended for aesthetic purposes only. Ornamental fences ~~may not be more than five (5) feet in height and may not be placed within a vision clearance triangle or within five (5) feet from a street property line.~~ shall have a minimum opacity of fifty percent (50%) and fifty percent 50% visual obstruction provided by the fence.

110 - Front Yard (see Street Yard)

~~A yard extending along the full width of the front lot line between side lot lines and extending from the abutting front street right-of-way line to a depth required in the yard regulations for the zoning district in which such lot is located.~~

111 - Garage

Garages are enclosed accessory structures designed for the heated or cold storage of vehicles, equipment, and personal belongings. Such structures shall meet the building setback, lot coverage and design restrictions of the applicable zoning district of the City and, if residential, may not be constructed on a lot or parcel that does not already contain a permitted principal use structure. In addition, no residential garage shall be used for the conduct of a business, storage of commercial and industrial use trucks/vehicles of over 1- 1/2 ton rated load capacity, or for habitation. ~~No more than one (1) detached garage may be constructed on a single-family zoned residential parcel of less than two and one-half (2.5) acres in size, and no more than two (2) detached garages may be constructed on a single-family residential zoned parcel of two and one-half (2.5) acres or more in size. Detached garages may only be constructed on agriculture or single-family zoned parcels unless otherwise approved by the Plan Commission.~~

121 - Hobby Kennel (Rep. & Recr. 13-09)

Any premises with four (4) or more dogs five (5) or more months of age, 6 or more other animals, or a combination of 6 or more dogs and animals, as household pets or for non-commercial purposes such as raising, breeding, boarding, training, grooming, foster care and the occasional raising and selling of not more than two (2) litters of animals per year.

122 - Home Occupations

Any occupation conducted for monetary or "in-kind" gain within a ~~single or two-family residence or residential unit~~ by an occupant thereof. ~~The home occupation must be conducted entirely within the dwelling and the total floor space required or used for such home occupation shall not be greater than twenty (20) percent of the total floor area of any floor within the residence and shall not be conducted within any accessory building. The home occupation shall not create noise, odor or electrical disturbance which can be detected outside the residence. There can be no more than one (1) employee that does not live in the home. There shall be no customer traffic, no parking or servicing of vehicles not licensed to the home owner, no parking outside a garage of more than one vehicle used in the business and no non-residential solid waste shall be stored outside. There shall be no visible evidence from outside the residence that the residence is being used for home occupation purposes, and there shall be no signage displayed. Home occupations may not be conducted in a multi-family residence. See Section 17.0209(I).~~

125 - Impervious Surface

Any surface on which at least 50 percent of precipitation falling thereon is not absorbed but is released from the surface to flow elsewhere as stormwater runoff, such as roofs, concrete or asphalt driveways and patios, decks, and paved or graveled parking lots and outside storage areas and stored materials and equipment.

131 - Kennel

An outdoor or indoor enclosure for the keeping of household pets as a commercial or hobby venture. (See sub-section 11.05 of City ordinances regarding dog kennels)

136 - Lot (or parcel)

For the purpose of this Ordinance a lot shall be defined as a parcel of land on which a principal building and its accessory building are placed, together with the required open spaces; ~~provided that no such parcel be bisected by a public street or other public or private right-of-way~~ and shall not include any portion of a public right-of-way. No lands dedicated to the public or reserved for roadway purposes shall be included in the computation of lot size for the purposes of this Ordinance.

138 - Lot, Corner

~~A lot abutting two (2) or more streets at their intersection provided that the corner of such intersection shall have an angle of 135 degrees or less, measured on the lot side. A lot situated at the junction of and abutting on two (2) or more intersection streets, or a lot at the point of deflection in alignment of a continuous street.~~

139 - Lot, Double Frontage

A parcel of land, other than a corner lot, with frontage on more than one (1) street or with frontage on a street and a navigable body of water. Double frontage lots, for the purpose of this Ordinance, shall be deemed to have two (2) front yards and no rear yard, even though access is permitted on only one street.

146 – Mobile Recreational Vehicle or RV

A single chassis vehicle designed to be self-propelled, or carried or towed by a licensed light-duty vehicle; is licensed for highway use if required by local or state law; is designed for temporary or seasonal recreation use and not for permanent habitation; and, is normally less than 300 square feet but can be no more than 400 square feet in wall-to-wall area.

168 - Porch

~~A structure attached to the street side of a dwelling intended to shelter the front entry of the dwelling and for leisure activity.~~

171 - Principal Building or Structure

A building or structure used or intended to be used for the principal use as permitted on such lot by the regulations of the zoning district in which it is located.

172 - Principal Use

~~The main or primary use of land, premises, buildings or structures as permitted by the regulations of the zoning district in which such use is located. Any and all of the primary uses of a property, treated as a use permitted by right or as a conditional use (rather than as an accessory use or a temporary use).~~

187 - Rear Lot Line

The lot line opposite to and most distant from the front or street lot line.

189 - Recreational Vehicle or Equipment

A vehicle or piece of equipment which can be towed, hauled, carried or driven and designed as a temporary living accommodation for recreational camping and/or travel use and including but

not limited to travel trailers, truck campers, tent trailers, camping trailers, self propelled motor homes, and boats.

205 - Setback

~~The narrowest distance permitted from a street, side, or rear property line to the required setback of the zoning district.~~

208 - Side Setback

~~The area prescribed to as the minimum side yard setback distance between the principal or access our structure and the side property boundary as set forth in the distant regulations.~~

209 - Side Yard

A yard extending from the street yard to the rear yard of the lot, the width of which shall be the minimum horizontal distance between the side lot line and a line parallel thereto through the nearest point of the principal structure. ~~Also, the area prescribed as the minimum side yard setback distance between the principal or accessory structure and the side property boundary as set forth in the district regulations.~~

213-- Solar Detriment Areas, Horizontal

~~The area adjacent to a structure upon which has been constructed or placed an operational active solar system and which is described by drawing a line 200 feet long from the easternmost corner (or side) of the structure at an angle of 15 degrees east of south measured at the point of beginning; then drawing a second line from the northernmost corner (or side) of the structure 200 feet due west, thence 200 feet due south, and thence east to an intersection with the end of the first line drawn. Such described area shall include that part or portion of the roof surface(s) that slope to the southeast, south, southwest or west. Structures built above a certain height within this area may block sunlight, during critical times of the day, from radiating on the solar energy collectors. (See Solar Detriment Area, Vertical)~~

214-- Solar Detriment Areas, Vertical

~~The area above a plane which extends outward from a structure over the entire horizontal area of solar detriment of such structure from a horizontal line on the structure measured ten (10) feet from the ground level at the southernmost corner (or side) of the structure and extended outward to the limits of the horizontal area of solar detriment and at an angle of twenty (20°) degrees above the horizontal measured from a point on or at the structure. Structures or plantings protruding above this plane may detrimentally block sunlight from the solar energy collectors or an operational active solar system.~~

222 - Street Yard or Front Yard

The area between the principal structure and the abutting street extending the full width of the lot. ~~Also, the distance between the abutting street right-of-way and the street or front building setback line as set forth in district regulations.~~

230 - Swimming Pool

Any depression in the ground, either temporary or permanent, or a container of water, either temporary or permanent which is either above or below the ground in which water of more than twenty-four (24") inches in depth is contained and which is used primarily for the purpose of bathing and swimming. This definition includes self-contained spa, spas or hot tubs. (Also see Chapter 14.30 of City codes).

246 - Wetland

An area where water is at, near, or above the land surface long enough to be capable of supporting aquatic or hydrophytic vegetation and which has soils and/or plant material indicative of a wet condition.

Temporary Uses & Structures Definitions

169 - Portable storage container (enclosed)

A portable metal, wood or plastic storage unit or container or box of various sizes that is transported to a site similar to a solid waste dumpster and used to store goods and material. Such containers are sometimes called 'pods'.

234 - Temporary Use

A use of a building permitted by the Plan Commission to exist during periods of construction of the main building or use, or for special events.

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

DATE: June 6, 2022

DEPARTMENT: Public Works

PROVIDED BY: Magdelene Wagner

SUBJECT:

Discussion and Possible Action Regarding the Grading Agreement and Establishing the Value of the Financial Guarantee for the Ba(en)2 LLC Development [Wagner]

BACKGROUND:

The Ba(en)2 LLC Development is a 4 lot certified survey map subdivision. The development does not contain municipal sewer, water, or road extensions and therefore does not require our standard Development Agreement. The development does require storm water management features in accordance with our Chapter 19 ordinances. In order to ensure these features are constructed in accordance with the approved plans and our ordinances, the development is required to have a Grading Agreement. The Grading Agreement ensures the storm water pond and drainage swales are constructed.

The Grading Agreement will need a financial guarantee. The Developer has provided his grading quote for \$132,770 for this work. Our ordinance requires an additional 20% added to this amount for the value of the guarantee. Staff is recommending a value of \$159,324 be established for this development's financial guarantee.

FINANCIAL IMPACT:

RECOMMENDED MOTION:

Council approve the Grading Agreement contingent on final review and approval from the City Engineer and City Attorney and establish the value of the financial guarantee at \$159,324 for the Ba(en)2 LLC Development.

ATTACHMENTS:

Description
Draft Grading Agreement
Baenen CSM
Baenen CSM 2
Developer Grading Quote

GRADING AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 2022, by and between Ba(en)2 LLC hereinafter collectively and individually called the "Developer," and the CITY OF PEWAUKEE, a Wisconsin municipal corporation of the State of Wisconsin, hereinafter called the "City."

WITNESSETH:

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

WHEREAS, the City previously approved the Developer's ~~preliminary plat~~certified survey map (CSM) for the development of single-family lots (the "Subdivision") on the Property; and

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

WHEREAS, one of the requisites for development of the Subdivision is the installation of various private, ~~as well as public~~, improvements to be implemented pursuant ~~to a development agreement~~the City's Chapter 19 ordinances; and

WHEREAS, ~~said development agreement has not yet been prepared and executed~~said improvements are required prior to the development of the lots created by the CSM; and

WHEREAS, the Developer has requested the City execute the CSM prior to the required improvements being completed~~to authorize and permit grading and stockpiling of fill material on the Property at this time~~; and

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

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

I. THE CITY AGREES:

1. To permit the Developer to perform all rough grading work on the Property, including, but not limited to, the installation of silt fencing, general grading of the site and the construction

of storm water management ponds and drainage swales (collectively the “Grading”), upon the terms and conditions set forth below.

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

II. THE DEVELOPER AGREES:

1. All Grading ~~and Stockpiling~~ shall be done at the Developer’s risk.

2. All Grading ~~and Stockpiling~~ shall comply with the approved site grading, storm water management plan, drainage and soil erosion plan and related specifications dated April 25, 2022 (the “Plans”) as conditionally approved by the City Engineer on May 2, 2022. All plans for such Grading ~~and Stockpiling~~ have been ~~or will be~~ prepared on behalf of the Developer by a professional engineer licensed by the State of Wisconsin.

3. The City shall be reimbursed by the Developer for all costs incurred by the City in relation to the Grading ~~and Stockpiling~~. These costs shall include, but not be limited to, plan review, inspection and related overhead costs. Said reimbursement shall be guaranteed by the Developer as set forth and required in Paragraph 9 below.

~~4. In the event the preparation and/or final review of the Master Grading Plans by the City dictate revisions to the proposed grades, either at the Developer’s request or at the direction of the Engineer, such re-grading shall be performed by the Developer without any recourse to the City whatsoever, prior to the commencement of any underground installations in the Subdivision development.~~

5. The Grading ~~and Stockpiling~~ shall be performed with proper control of soil erosion and with minimum siltation of existing drainage facilities. Any damage to the existing drainage facilities, including siltation removal, shall be immediately repaired by the Developer. As appropriate and per the approved Plans, ~~by virtue of delay in the development process~~, vegetative cover shall be re-established by the Developer and/or effective erosion control measures shall be installed and continually maintained by the Developer where vegetation has been removed, covered or destroyed.

6. ~~In the event installation of improvements and/or buildings on the lots does not begin as of _____, for any reason whatsoever, A~~all of the graded or disturbed area shall have vegetative cover re-established by the Developer to an extent as to be determined by the City. In the event vegetative cover is not established in accordance with the Plans _____ the City shall arrange for such work to be done, which shall be paid by the Developer.

7. In the event installation of improvements ~~and/or buildings on the lots does not begin as of _____~~ are not completed before the lots are developed, for any reason whatsoever, ~~all of the stockpiled fill material shall be removed and all disturbed area shall have vegetative~~

~~cover re-established by the Developer to an extent as to be determined by the City. In the event~~
~~the Stockpiled material is not removed or vegetative cover is not established by~~
 , the City shall arrange for such work to be done, which shall be paid by the
Developer.

8. All truck traffic to and from the Property, as part of the operation permitted herein, shall be conducted by the Developer as governed by the applicable codes and regulations of Waukesha County and of the City and as directed by the City Engineer, with respect to method, time and operations and routing, etc. Any public street used for access to the Property shall be kept free of mud, dirt and debris on a daily basis. In the event a clean-up order from the City is not complied with, such work shall be arranged and accomplished by the City and paid for out of the deposit referred to in Paragraph 9 below.

9. To assure compliance with the conditions set forth in this agreement, including, but not limited to, the establishment of positive soil erosion control measures, performance hereunder shall be guaranteed with a deposit by the Developer with the City in the amount of \$_____ cash or letter of credit which shall be paid prior to the commencement of any activity on the Property by the Developer with respect to the ~~GradingImprovements and Stockpiling~~. In the event Developer does not comply with or fully perform this agreement, the City is authorized to stabilize the site or to take other action to correct the Developer's violations hereof by using the ~~cash~~ deposit for such purposes. Upon completion of the performance of this agreement, the deposit, or remaining balance of the deposit, if any, shall be returned to the Developer. In the event said deposit is insufficient in amount to pay all costs related to performance of and compliance with this agreement, the Developer shall remit payment of all owed amounts to the City within ten (10) days of receipt of the City's invoice to the Developer.

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

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

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

, DEVELOPER

_____, DEVELOPER

[illegible]

Personally came before me this ____ day of _____, 20__, the above-named _____, to me known to be the persons who executed the foregoing instrument and who acknowledged the same.

Notary Public, State of Wisconsin.

My Commission expires: _____

CITY OF PEWAUKEE
WAUKESHA COUNTY, WISCONSIN

Steve Bierce, Mayor

Kelly Tarczewski, Municipal Clerk

STATE OF WISCONSIN)
) ss.
WAUKESHA COUNTY)

Personally came before me this ____ day of _____, 20__, the above named Steve Bierce, Mayor, and Kelly Tarczewski, Municipal Clerk, of the above named municipal corporation, to me known to be the persons who executed the foregoing instrument and to me known to be such individual and Municipal Clerk of said municipal corporation and acknowledged that they executed the foregoing instrument as such officers as the deed of said municipal corporation by its authority and pursuant to the authorization by the Governing Body of the City of Pewaukee from their meeting on the ____ day of _____, 20__.

Notary Public, State of Wisconsin.

My Commission expires: _____

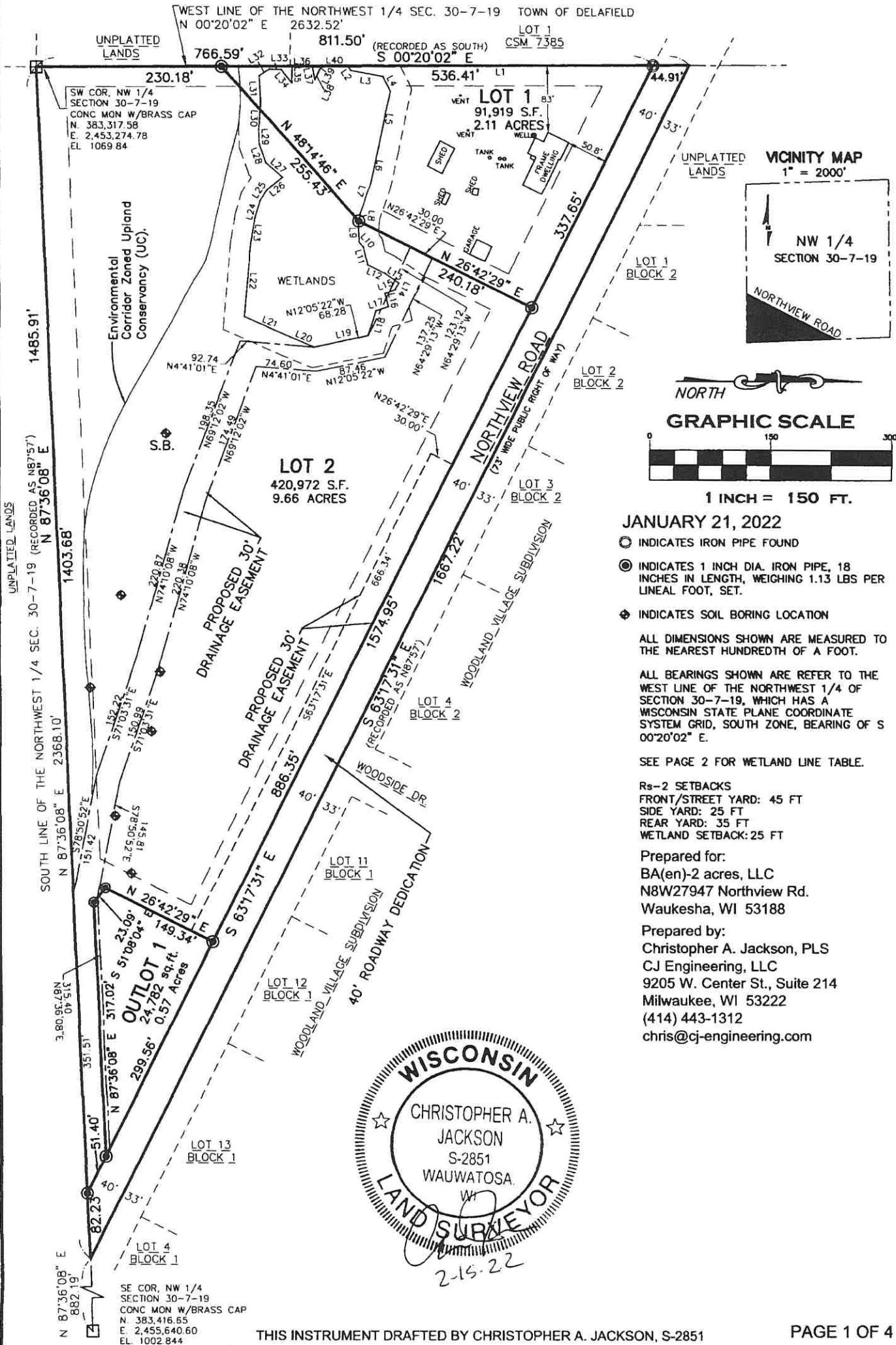
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CERTIFIED SURVEY MAP No.

12319

BEING PART OF THE SOUTHWEST 1/4 AND THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 30, TOWN 7 NORTH, RANGE 19 EAST, IN THE CITY OF PEWAUKEE, WAUKESHA COUNTY, WISCONSIN.



JANUARY 21, 2022

- INDICATES IRON PIPE FOUND
- INDICATES 1 INCH DIA. IRON PIPE, 18 INCHES IN LENGTH, WEIGHING 1.13 LBS PER LINEAL FOOT, SET.
- ⊕ INDICATES SOIL BORING LOCATION

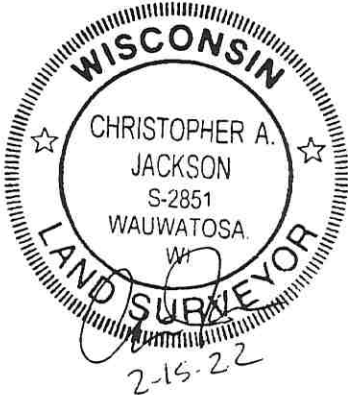
ALL DIMENSIONS SHOWN ARE MEASURED TO THE NEAREST HUNDREDTH OF A FOOT.

ALL BEARINGS SHOWN ARE REFER TO THE WEST LINE OF THE NORTHWEST 1/4 OF SECTION 30-7-19, WHICH HAS A WISCONSIN STATE PLANE COORDINATE SYSTEM GRID, SOUTH ZONE, BEARING OF S 00°20'02" E.

SEE PAGE 2 FOR WETLAND LINE TABLE.

Rs-2 SETBACKS
FRONT/STREET YARD: 45 FT
SIDE YARD: 25 FT
REAR YARD: 35 FT
WETLAND SETBACK: 25 FT

Prepared for:
BA(en)-2 acres, LLC
N8W27947 Northview Rd.
Waukesha, WI 53188
Prepared by:
Christopher A. Jackson, PLS
CJ Engineering, LLC
9205 W. Center St., Suite 214
Milwaukee, WI 53222
(414) 443-1312
chris@cj-engineering.com



THIS INSTRUMENT DRAFTED BY CHRISTOPHER A. JACKSON, S-2851

PAGE 1 OF 4

CERTIFIED SURVEY MAP No.

12319

BEING PART OF THE SOUTHWEST 1/4 AND THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 30, TOWN 7 NORTH, RANGE 19 EAST, IN THE CITY OF PEWAUKEE, WAUKESHA COUNTY, WISCONSIN.

SURVEYOR'S CERTIFICATE

I, Christopher A. Jackson, Professional Wisconsin Land Surveyor, hereby certify:
That I have surveyed, divided and mapped and dedicated all that part of the Southwest Quarter and Southeast Quarter of the Northwest Quarter of Section 30, Town 7 North, Range 19 East, City of Pewaukee, Waukesha County, Wisconsin being more particularly described as follows: Commencing at the Southwest Corner of said Northwest Quarter, being a concrete monument with a brass cap and the point of beginning of the lands hereinafter described; thence N 87°36'08" E along the South line of said Northwest Quarter, 1485.91 feet to a point in the centerline of Northview Road; thence N 63°27'31" W along said centerline of Northview Road; 1667.22 feet to a point on the West line of said Northwest Quarter; thence S 00°20'02" E along said West line, 811.50 feet to the point of beginning.

Said Lands containing: 602,517 square feet of land or 13.832 acres.

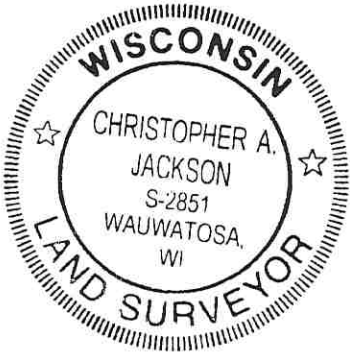
That I have made such survey, land division by the direction of BA(en)2-Acres, LLC, Mike Baenen, Member, Owner of said land.

That such map is a true representation of all of the boundaries of the land surveyed and divided.

That I have fully complied with the provisions of Chapter 236.34 of the Wisconsin Statutes and the Land division ordinance of the City of Pewaukee, in surveying, dividing and mapping the same.

Dated this 14th day of FEBRUARY, 2022.


CHRISTOPHER A. JACKSON
PROFESSIONAL LAND SURVEYOR, S-2851
STATE OF WISCONSIN



NOTES:

- Wetland delineation performed by Dave Meyer, Wetland and Waterway Consulting, LLC on October 04, 2021.
- Environmental Zoned Upland Conservancy (UC) traced from Waukesha County GIS mapping.

WETLAND LINE TABLE		
LINE	LENGTH	BEARING
L1	379.18	N00°20'02"W
L2	6.80	S54°18'13"W
L3	40.08	S09°29'30"W
L4	21.12	S63°53'22"W
L5	71.61	N77°41'40"W
L6	44.61	N77°20'33"W
L7	40.07	N70°52'25"W
L8	13.31	N81°05'17"W
L9	22.27	S87°54'10"W
L10	8.42	S50°52'40"W
L11	22.70	S76°45'11"W
L12	23.63	S25°49'39"W
L13	20.99	S35°07'58"W
L14	9.81	N60°33'15"W
L15	13.04	N20°04'19"W
L16	17.33	S77°21'04"W
L17	16.14	N17°45'52"W
L18	32.57	N72°29'10"W
L19	68.18	N11°56'05"W
L20	32.09	N22°14'55"E

WETLAND LINE TABLE		
LINE	LENGTH	BEARING
L21	62.57	N23°40'45"E
L22	92.03	S84°52'19"E
L23	32.36	S80°07'54"E
L24	22.32	S73°37'21"E
L25	16.01	S56°33'13"E
L26	24.30	S39°09'47"E
L27	26.79	N40°28'30"E
L28	24.70	N70°30'37"E
L29	18.44	N88°12'11"E
L30	32.58	S84°51'26"E
L31	34.52	N86°44'30"E
L32	15.24	S31°12'40"E
L33	14.55	S01°16'21"W
L34	21.17	S52°11'05"W
L35	20.68	N88°10'10"W
L36	25.07	N00°20'02"W
L37	16.61	S79°44'58"W
L38	12.91	S63°16'27"E
L39	5.61	S60°34'49"E
L40	32.52	N00°20'02"W

CERTIFIED SURVEY MAP No.

12319

BEING PART OF THE SOUTHWEST 1/4 AND THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 30,
TOWN 7 NORTH, RANGE 19 EAST, IN THE CITY OF PEWAUKEE, WAUKESHA COUNTY, WISCONSIN.

CORPORATE OWNER'S CERTIFICATE OF DEDICATION

BA(en)2-Acres, LLC, acting through its sole Member, Mike Baenen, does hereby certify that it has caused the land described on this map to be surveyed, divided, mapped and dedicated as represented on the map. It also certifies that this map is required by s.236.10 or s.236.12 to be submitted to the following for approval or objection:

1.) City of Pewaukee

WITNESS the hand and seal of said owner(s) this 2 day of March, 2022

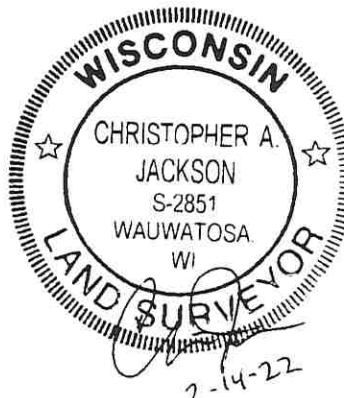

Mike Baenen, Member
BA(en)2- Acres, LLC

State of Wisconsin)
Waukesha County)

Personally came before me this 2 day of March, 2022 and the above named BA(en)2-Acres, LLC, Mike Baenen, Member, to me known to be the same person whom executed the foregoing instrument and acknowledged the same.


(Notary Seal)
Notary Public, Waukesha, Wisconsin.

My commission expires, 12/29/2023



CERTIFIED SURVEY MAP No.

12319

BEING PART OF THE SOUTHWEST 1/4 AND THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 30,
TOWN 7 NORTH, RANGE 19 EAST, IN THE CITY OF PEWAUKEE, WAUKESHA COUNTY, WISCONSIN.

PLAN COMMISSION APPROVAL

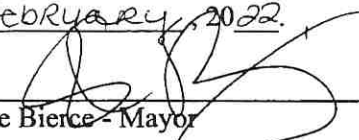
Approved by the Plan Commission of the City of Pewaukee this 20th day of January, 2022


Steve Bierce - Chairperson


Colleen Brown - Secretary

COMMON COUNCIL APPROVAL

Approved and dedication accepted by the Common Council of the City of Pewaukee on this 7th day
of February, 2022.


Steve Bierce - Mayor


Kelly Tarczewski - Clerk



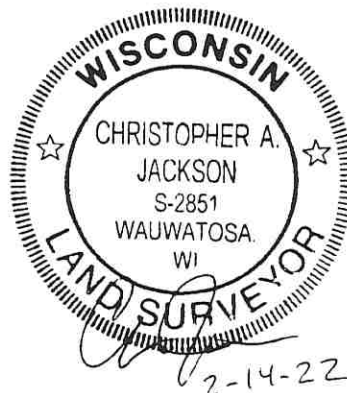
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REGISTER OF DEEDS
WAUKESHA COUNTY, WI
RECORDED ON

May 05, 2022 09:38 AM
James R. Behrend
Register of Deeds

4 PGS
TOTAL FEE: \$30.00
TRANS FEE: \$0.00

Book 127 Page 61-64



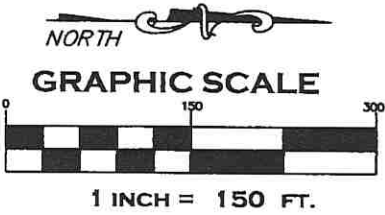
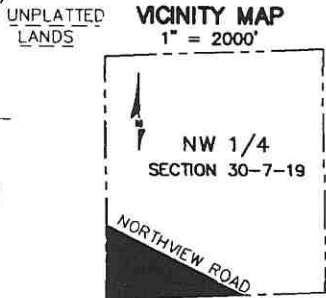
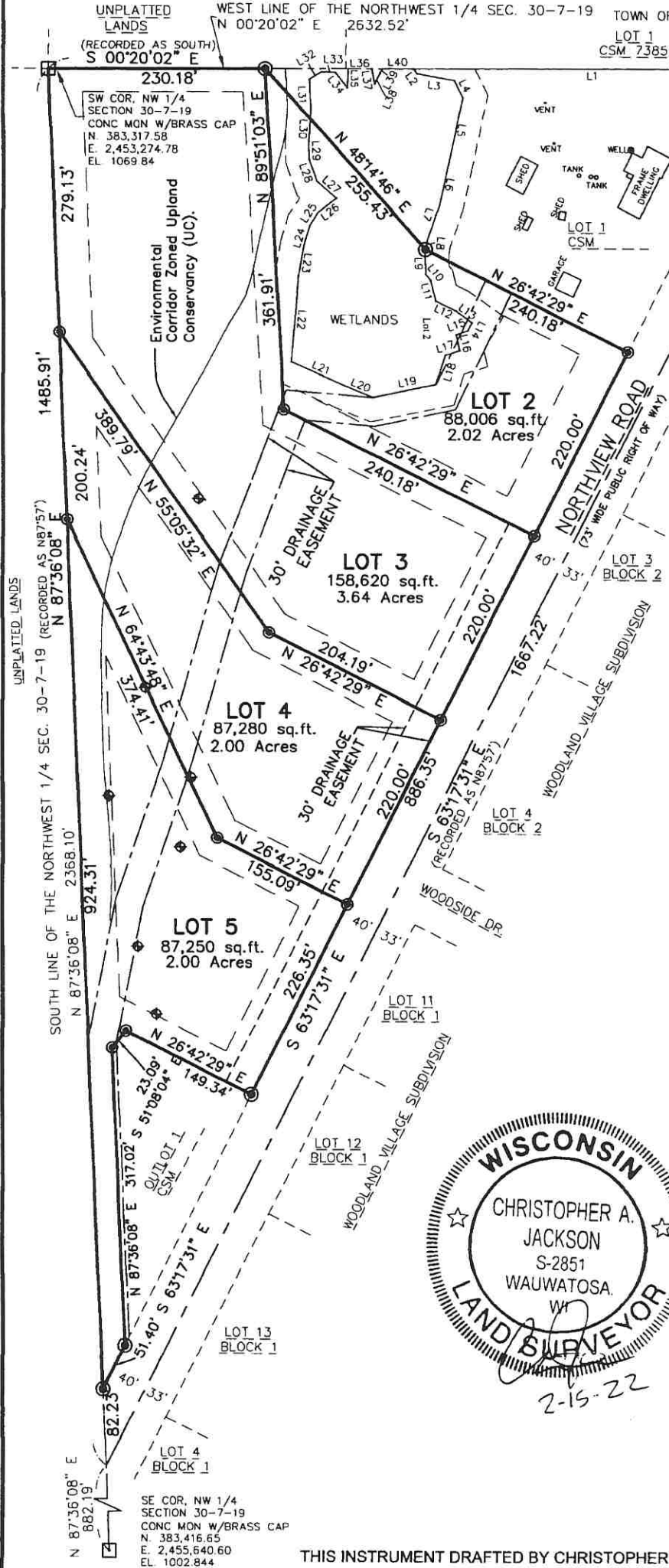
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CERTIFIED SURVEY MAP No.

12320

BEING A DIVISION OF LOT 2 OF CERTIFIED SURVEY MAP NO. 12319, BEING PART OF THE SOUTHWEST 1/4 AND THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 30, TOWN 7 NORTH, RANGE 19 EAST, IN THE CITY OF PEWAUKEE, WAUKESHA COUNTY, WISCONSIN.



JANUARY 21, 2022

- ⊙ INDICATES IRON PIPE FOUND
- ⊙ INDICATES 1 INCH DIA. IRON PIPE, 18 INCHES IN LENGTH, WEIGHING 1.13 LBS PER LINEAL FOOT, SET.
- ◆ INDICATES SOIL BORING LOCATION

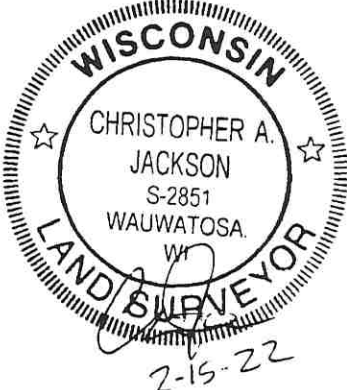
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SEE PAGE 2 FOR WETLAND LINE TABLE.

Rs-2 SETBACKS
FRONT/STREET YARD: 45 FT
SIDE YARD: 25 FT
REAR YARD: 35 FT
WETLAND SETBACK: 25 FT

Prepared for:
BA(en)-2 acres, LLC
N8W27947 Northview Rd.
Waukesha, WI 53188
Prepared by:
Christopher A. Jackson, PLS
CJ Engineering, LLC
9205 W. Center St., Suite 214
Milwaukee, WI 53222
(414) 443-1312
chris@cj-engineering.com



65

CERTIFIED SURVEY MAP No. 12320

BEING A DIVISION OF LOT 2 OF CERTIFIED SURVEY MAP NO. 12319, BEING PART OF THE SOUTHWEST 1/4 AND THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 30, TOWN 7 NORTH, RANGE 19 EAST, IN THE CITY OF PEWAUKEE, WAUKESHA COUNTY, WISCONSIN.

SURVEYOR'S CERTIFICATE

I, Christopher A. Jackson, Professional Wisconsin Land Surveyor, hereby certify:

That I have surveyed, divided and mapped Lot 2 of the Certified Survey Map No. 12319, being a part of the Southwest Quarter and Southeast Quarter of the Northwest Quarter of Section 30, Town 7 North, Range 19 East, City of Pewaukee, Waukesha County, Wisconsin .

Said Lands containing: 420,972 square feet of land or 9.664 acres.

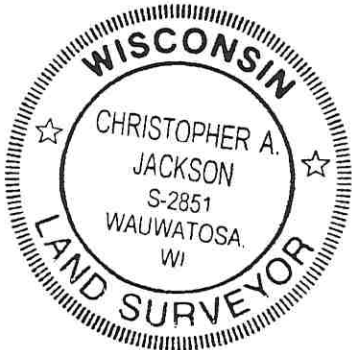
That I have made such survey, land division by the direction of BA(en)2-Acres, LLC, Mike Baenen, Member, Owner of said land.

That such map is a true representation of all of the boundaries of the land surveyed and divided.

That I have fully complied with the provisions of Chapter 236.34 of the Wisconsin Statutes and the Land division ordinance of the City of Pewaukee, in surveying, dividing and mapping the same.

Dated this 14th day of FEBRUARY, 2022.

CHRISTOPHER A. JACKSON
PROFESSIONAL LAND SURVEYOR, S-2851
STATE OF WISCONSIN



- NOTES:
- Wetland delineation performed by Dave Meyer, Wetland and Waterway Consulting, LLC on October 04, 2021.
 - Environmental Zoned Upland Conservancy (UC) traced from Waukesha County GIS mapping.

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L4	21.12	S63°53'22"W
L5	71.61	N77°41'40"W
L6	44.61	N77°20'33"W
L7	40.07	N70°52'25"W
L8	13.31	N81°05'17"W
L9	22.27	S87°54'10"W
L10	8.42	S50°52'40"W
L11	22.70	S76°45'11"W
L12	23.63	S25°49'39"W
L13	20.99	S35°07'58"W
L14	9.81	N60°33'15"W
L15	13.04	N20°04'19"W
L16	17.33	S77°21'04"W
L17	16.14	N17°45'52"W
L18	32.57	N72°29'10"W
L19	68.18	N11°56'05"W
L20	32.09	N22°14'55"E

WETLAND LINE TABLE		
LINE	LENGTH	BEARING
L21	62.57	N23°40'45"E
L22	92.03	S84°52'19"E
L23	32.36	S80°07'54"E
L24	22.32	S73°37'21"E
L25	16.01	S56°33'13"E
L26	24.30	S39°09'47"E
L27	26.79	N40°28'30"E
L28	24.70	N70°30'37"E
L29	18.44	N88°12'11"E
L30	32.58	S84°51'26"E
L31	34.52	N86°44'30"E
L32	15.24	S31°12'40"E
L33	14.55	S01°16'21"W
L34	21.17	S52°11'05"W
L35	20.68	N88°10'10"W
L36	25.07	N00°20'02"W
L37	16.61	S79°44'58"W
L38	12.91	S63°16'27"E
L39	5.61	S60°34'49"E
L40	32.52	N00°20'02"W

CERTIFIED SURVEY MAP No.

12320

BEING A DIVISION OF LOT 2 OF CERTIFIED SURVEY MAP NO. 12319, BEING PART OF THE SOUTHWEST 1/4 AND THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 30, TOWN 7 NORTH, RANGE 19 EAST, IN THE CITY OF PEWAUKEE, WAUKESHA COUNTY, WISCONSIN.

CORPORATE OWNER'S CERTIFICATE OF DEDICATION

BA(en)2-Acres, LLC, acting through its sole Member, Mike Baenen, does hereby certify that it has caused the land described on this map to be surveyed, divided, mapped and dedicated as represented on the map. It also certifies that this map is required by s.236.10 or s.236.12 to be submitted to the following for approval or objection:

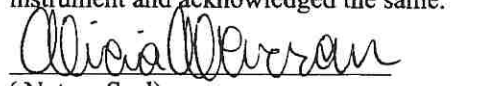
1.) City of Pewaukee

WITNESS the hand and seal of said owner(s) this 2 day of MARCH, 2022


Mike Baenen, Member
BA(en)2- Acres, LLC

State of Wisconsin)
Waukesha County)

Personally came before me this 2 day of March, 2022 and the above named BA(en)2-Acres, LLC, Mike Baenen, Member, to me known to be the same person whom executed the foregoing instrument and acknowledged the same.


(Notary Seal)
Notary Public, Waukesha, Wisconsin.

My commission expires, 12/29/2023



CERTIFIED SURVEY MAP No.

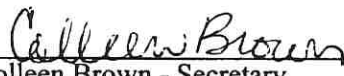
12320

BEING A DIVISION OF LOT 2 OF CERTIFIED SURVEY MAP NO. 12319, BEING PART OF THE SOUTHWEST 1/4 AND THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 30, TOWN 7 NORTH, RANGE 19 EAST, IN THE CITY OF PEWAUKEE, WAUKESHA COUNTY, WISCONSIN.

PLAN COMMISSION APPROVAL

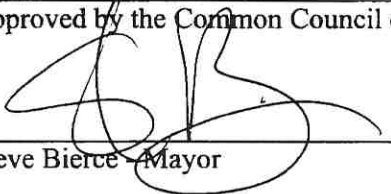
Approved by the Plan Commission of the City of Pewaukee this 20th day of January, 2022

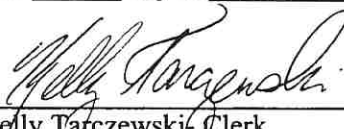

Steve Bierce - Chairperson


Colleen Brown - Secretary

COMMON COUNCIL APPROVAL

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


Steve Bierce - Mayor


Kelly Tarczewski - Clerk



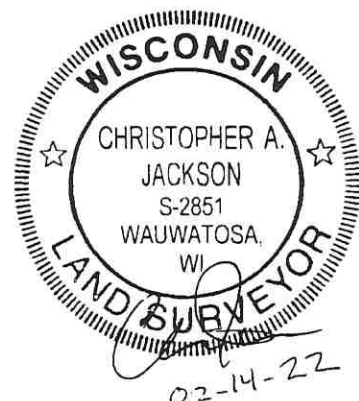
4666355

REGISTER OF DEEDS
WAUKESHA COUNTY, WI
RECORDED ON

May 05 2022 09:38 AM
James R. Behrend
Register of Deeds

4 PCS
TOTAL FEE: \$30.00
TRANS FEE: \$0.00

Book 127 Page 65-68



D & L Grading, Inc

1820 S. Johnson Rd
New Berlin, WI 53146
262-521-9050

Wisconsin Building Contractor ID # 1095708

Quotation

Quote Number: 8201

Quote Date: May 25, 2022

Page: 1

Quoted To:

Commercial Grading Jobs

Job:

Baenen Project
Northview Rd
Pewaukee, WI

Customer PO	Good Thru	Payment Terms	Fax Number
	6/24/22	Net 30 Days	
Description			Amount
Place and remove 1,850' of silt fence, 8 ditch checks, inlet protection plus 44 ton of #3 stone for tracking mat.			10,800.00
Place 1,600' of orange fencing..			4,800.00
Strip topsoil and stockpile for later use. (This includes building pads)			8,800.00
Rough grade site with all excess dirt to stay on site...			31,000.00
Placing 213' of 18" culvert with ends and 75' of 24" culvert with ends per plan..			15,800.00
Using on site clay for pond liner..			5,500.00
ALLOWANCE for generator, pumps and dewatering pit...			3,500.00
Finish grade site prior to spreading topsoil.			12,800.00
Respread topsoil on all disturbed areas..			12,800.00
9850 SY's of Class 1 type B.. Emat.. Seed Fert. and mulch 11205 SY's			26,970.00

Please sign and fax a copy to 262-521-9095 Accepted By..._____

EXCLUSIONS (unless otherwise specified): Clear and grub of trees a brush, Import or Export of material, Excavation/Site layout, Erosion Control, Geo fabrics, Dewatering, Shoring, Bracing, Handling material debris of others, Handling Contaminated soils, Undercutting, Engineering Fees, Soil Testing, Permits and Cost incurred due to weather.

Subtotal	132,770.00
Sales Tax	
TOTAL	132,770.00

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

DATE: June 6, 2022

DEPARTMENT: Public Works

PROVIDED BY: Magdelene Wagner

SUBJECT:

Discussion and Possible Action Regarding the Shady Lane and Shady Nook Road Reconstruction and Utility Extension and the Hill n Dale Pond Construction Contract [Wagner]

BACKGROUND:

In accordance with our 2022 Budget, we have bid the reconstruction of Shady Lane and Shady Nook with municipal sewer and water extensions. In addition, as part of this contract, we bid the Hill n Dale Pond Project.

Bids were opened on May 17, 2022 for these projects. We had 2 bidders for this project. See the attached Comparison of Bidders.

Shady Lane/Shady Nook: Total contract price was \$2,072,338.00 for the low bidder.

Hill n Dale: Total contract price was \$1,092,492.00 for the low bidder.

In review of the bids and the analysis of the assessments resulting from these bids, it was determined the prices are high. The preliminary analysis of the assessments resulted in each property receiving an assessment estimated at the following:

Sanitary Sewer Pipe \$44,848.57
Sanitary Sewer Lateral \$7,469.74
Water Main Pipe \$22,064.42
Water Service Lateral \$5,552.42
Road Assessment \$3,005.00
Total Preliminary Assessment \$82,940.15

Staff felt these assessments were extremely high. Some of the bid numbers for the pipe are much higher than we see on average for this piping. As such, Staff is recommending rejecting all bids and rebidding the project late in 2022 for 2023 construction. Rebidding the project will hopefully solicit additional bidders and a reduction in bid prices (assuming gas/oil prices are reduced).

Finally, both of these projects exceeded the allocated budget amounts for the projects.

FINANCIAL IMPACT:

RECOMMENDED MOTION:

Council reject all bids for the Shady Lane and Shady Nook Road Reconstruction and Utility Extensions and the Hill n Dale Pond Construction.

ATTACHMENTS:

Description

Comparison of Bidders

COST COMPARISON OF BIDDERS

OWNER: City of Pewaukee
PROJECT: Shady Lane & Shady Nook Reconstruction and Hill N Dale
Drainage Improvements

BID OPENING DATE: May 17, 2022

BASE BID				Super Excavators, Inc.		C.W. Purpero, Inc.	
ITEM #	ITEM DESCRIPTION	UNIT	QTY.	UNIT \$	TOTAL	UNIT \$	TOTAL
CONTRACT A - SHADY LANE & SHADY NOOK RECONSTRUCTION							
1	Mobilization	L.S.	1	\$61,000.00	\$61,000.00	\$46,000.00	\$46,000.00
2	Traffic Control	L.S.	1	\$3,000.00	\$3,000.00	\$4,000.00	\$4,000.00
3	Tree Removal	I.D.	590	\$24.00	\$14,160.00	\$22.50	\$13,275.00
4	Clearing and Grubbing	STA	5	\$556.00	\$2,780.00	\$517.00	\$2,585.00
5	Manufactured Ditch Check	EA.	27	\$140.00	\$3,780.00	\$100.00	\$2,700.00
6	Silt Fence	L.F.	1,700	\$2.00	\$3,400.00	\$2.50	\$4,250.00
7	Tracking Pad	S.F.	785	\$5.00	\$3,925.00	\$3.30	\$2,590.50
8	Full Depth Saw Cutting	L.F.	200	\$10.00	\$2,000.00	\$2.30	\$460.00
9	Dust Control Using Water	1,000 GAL	30	\$63.00	\$1,890.00	\$60.00	\$1,800.00
10	8-inch Sanitary Sewer in Granular Backfill	L.F.	1,705	\$273.00	\$465,465.00	\$280.00	\$477,400.00
11	8-inch Sanitary Sewer in Spoil Backfill	L.F.	800	\$105.00	\$84,000.00	\$109.00	\$87,200.00
12	48-inch Sanitary Sewer Manhole	V.F.	180	\$543.00	\$97,740.00	\$557.00	\$100,260.00
13	6-inch Sanitary Sewer Lateral in Granular Backfill	L.F.	440	\$176.00	\$77,440.00	\$180.00	\$79,200.00
14	6-inch Sanitary Sewer Lateral in Spoil Backfill	L.F.	270	\$85.00	\$22,950.00	\$87.00	\$23,490.00
15	6-inch Sanitary Sewer Riser	V.F.	55	\$237.00	\$13,035.00	\$243.00	\$13,365.00
16	Televised Sanitary Sewer Inspection	L.F.	2,501	\$2.00	\$5,002.00	\$2.00	\$5,002.00
17	8-inch Water Main in Granular Backfill	L.F.	1,880	\$167.00	\$313,960.00	\$171.00	\$321,480.00
18	8-inch Water Main in Spoil Backfill	L.F.	760	\$104.00	\$79,040.00	\$107.00	\$81,320.00
19	6-inch Water Main in Granular Backfill	L.F.	15	\$171.00	\$2,565.00	\$175.00	\$2,625.00
20	6-inch Hydrant Lead in Granular Backfill	L.F.	48	\$149.00	\$7,152.00	\$153.00	\$7,344.00
21	6-inch Hydrant Lead in Spoil Backfill	L.F.	18	\$153.00	\$2,754.00	\$157.00	\$2,826.00
22	Hydrant Assembly with Anchor Tee and 6-Inch Valve	EA.	7	\$7,200.00	\$50,400.00	\$7,500.00	\$52,500.00
23	8-inch Water Main Valve	EA.	9	\$2,600.00	\$23,400.00	\$2,700.00	\$24,300.00
24	1 1/4-inch Water Service in Granular Backfill	L.F.	475	\$104.00	\$49,400.00	\$107.00	\$50,825.00
25	1 1/4-inch Water Service in Spoil Backfill	L.F.	282	\$68.00	\$19,176.00	\$70.00	\$19,740.00
26	1 1/4-inch Tap and Corporation Stop	EA.	21	\$391.00	\$8,211.00	\$401.00	\$8,421.00
27	1 1/4-inch Curb Valve and Curb Box	EA.	21	\$463.00	\$9,723.00	\$475.00	\$9,975.00
28	12-inch x 18-inch CMCA	L.F.	683	\$105.00	\$71,715.00	\$82.00	\$56,006.00
29	12-inch x 18-inch CMCA End Section	EA.	60	\$154.00	\$9,240.00	\$295.00	\$17,700.00
30	Pavement pulverizing, shaping, and grading	S.Y.	6,000	\$3.50	\$21,000.00	\$2.60	\$15,600.00
31	Construct Road to Subgrade	L.S.	1	\$60,000.00	\$60,000.00	\$38,500.00	\$38,500.00
32	Excavation Below Subgrade	C.Y.	780	\$27.00	\$21,060.00	\$27.00	\$21,060.00
33	Excavation Below Subgrade (EBS) Backfill	TON	1,560	\$29.00	\$45,240.00	\$23.00	\$35,880.00
34	Geogrid in EBS Area	S.Y.	2,370	\$3.50	\$8,295.00	\$7.00	\$16,590.00
35	Crushed Aggregate Base Course	TON	4,000	\$10.00	\$40,000.00	\$20.00	\$80,000.00
36	3 1/4-inch Asphaltic Concrete Binder Course	TON	1,010	\$105.00	\$106,050.00	\$92.00	\$92,920.00
37	Tack Coat	GAL	375	\$6.00	\$2,250.00	\$5.00	\$1,875.00
38	1 3/4-inch Asphaltic Concrete Surface Course	TON	545	\$128.00	\$69,760.00	\$113.00	\$61,585.00

COST COMPARISON OF BIDDERS

OWNER: City of Pewaukee
PROJECT: Shady Lane & Shady Nook Reconstruction and Hill N Dale
Drainage Improvements

BID OPENING DATE: May 17, 2022

BASE BID				Super Excavators, Inc.		C.W. Purpero, Inc.	
ITEM #	ITEM DESCRIPTION	UNIT	QTY.	UNIT \$	TOTAL	UNIT \$	TOTAL
39	4-inch Asphaltic Concrete Driveway Replacement	S.F.	8,850	\$6.00	\$53,100.00	\$5.75	\$50,887.50
40	6-inch H.E.S. Concrete Driveway Replacement	S.F.	2,465	\$8.00	\$19,720.00	\$8.50	\$20,952.50
41	Gravel Driveway Replacement (10-inch Depth)	TON	38	\$10.00	\$380.00	\$58.00	\$2,204.00
42	Ditching	L.F.	3,080	\$6.00	\$18,480.00	\$24.00	\$73,920.00
43	Topsoil, Seed, Fertilizer, and Erosion Mat (non-channel)	S.Y.	7,750	\$10.00	\$77,500.00	\$7.50	\$58,125.00
44	Topsoil, Seed, Fertilizer, and Erosion Mat (channel)	S.Y.	2,120	\$10.00	\$21,200.00	\$8.50	\$18,020.00
TOTAL OF ALL CONTRACT A PRICES (ITEMS 1 - 44)					\$2,072,338.00		\$2,106,758.50
CONTRACT B - HILL N' DALE DRAINAGE IMPROVEMENTS							
45	Mobilization	L.S.	1	\$55,300.00	\$55,300.00	\$23,000.00	\$23,000.00
46	Traffic Control	L.S.	1	\$3,000.00	\$3,000.00	\$2,000.00	\$2,000.00
47	Clearing and Grubbing	ACRE	6	\$6,500.00	\$39,000.00	\$6,050.00	\$36,300.00
48	Dewatering/Geotextile Filter Bag Area	L.S.	1	\$2,000.00	\$2,000.00	\$5,000.00	\$5,000.00
49	Manufactured Ditch Check	EA.	10	\$140.00	\$1,400.00	\$100.00	\$1,000.00
50	Silt Fence	L.F.	2,200	\$2.00	\$4,400.00	\$2.50	\$5,500.00
51	Tracking Pad	S.F.	785	\$5.00	\$3,925.00	\$3.00	\$2,355.00
52	Remove Existing Water Service	EA.	1	\$1,200.00	\$1,200.00	\$1,150.00	\$1,150.00
53	Remove Existing Sanitary Lateral	EA.	1	\$1,200.00	\$1,200.00	\$1,150.00	\$1,150.00
54	Pond Clay Liner	C.Y.	14,000	\$34.00	\$476,000.00	\$35.00	\$490,000.00
55	Pond Excavation and Grading	L.S.	1	\$70,000.00	\$70,000.00	\$299,000.00	\$299,000.00
56	Pond Outlet Structure	EA.	1	\$66,000.00	\$66,000.00	\$46,000.00	\$46,000.00
57	14-inch x 23-inch HERCP	L.F.	72	\$160.00	\$11,520.00	\$205.00	\$14,760.00
58	14-inch x 23-inch End Section	EA.	4	\$710.00	\$2,840.00	\$900.00	\$3,600.00
59	14-inch x 21-inch CMPA	L.F.	268	\$104.00	\$27,872.00	\$108.00	\$28,944.00
60	15-inch x 21-inch End Section	EA.	20	\$175.00	\$3,500.00	\$327.00	\$6,540.00
61	19-inch x 30-inch HERCP	L.F.	119	\$155.00	\$18,445.00	\$205.00	\$24,395.00
62	19-inch x 30-inch End Section	EA.	6	\$950.00	\$5,700.00	\$960.00	\$5,760.00
63	21-inch RCP	L.F.	50	\$145.00	\$7,250.00	\$132.00	\$6,600.00
64	21-inch RCP End Section	EA.	4	\$721.00	\$2,884.00	\$1,770.00	\$7,080.00
65	Full Depth Saw Cutting	L.F.	2,600	\$3.00	\$7,800.00	\$2.30	\$5,980.00
66	Watering for restoration	1,000 GAL	107	\$168.00	\$17,976.00	\$40.00	\$4,280.00
67	Turf Reinforcement Mat	S.F.	2,550	\$2.00	\$5,100.00	\$3.20	\$8,160.00
68	Excavation Below Subgrade	C.Y.	270	\$34.00	\$9,180.00	\$35.00	\$9,450.00
69	Excavation Below Subgrade (EBS) Backfill	TON	540	\$29.00	\$15,660.00	\$28.00	\$15,120.00
70	Geogrid in EBS Area	S.Y.	505	\$4.00	\$2,020.00	\$8.50	\$4,292.50
71	Crushed Aggregate Base Course	TON	890	\$10.00	\$8,900.00	\$37.00	\$32,930.00
72	3-1/4 in. Asphaltic Concrete Binder Course	S.Y.	1,150	\$12.00	\$13,800.00	\$10.25	\$11,787.50

COST COMPARISON OF BIDDERS
OWNER: City of Pewaukee

PROJECT: Shady Lane & Shady Nook Reconstruction and Hill N Dale
Drainage Improvements

BID OPENING DATE: May 17, 2022

BASE BID				Super Excavators, Inc.		C.W. Purpero, Inc.	
ITEM #	ITEM DESCRIPTION	UNIT	QTY.	UNIT \$	TOTAL	UNIT \$	TOTAL
73	Tack Coat	GAL	80	\$3.00	\$240.00	\$2.50	\$200.00
74	1-3/4 in. Asphaltic Concrete Surface Course	S.Y.	1,150	\$12.00	\$13,800.00	\$10.25	\$11,787.50
75	4-inch Asphaltic Driveway Replacement	S.F.	2,500	\$10.00	\$25,000.00	\$8.30	\$20,750.00
76	Gravel Driveway Replacement (10-inch Depth)	TON	12	\$50.00	\$600.00	\$49.00	\$588.00
77	Ditching	L.F.	2,570	\$14.00	\$35,980.00	\$26.50	\$68,105.00
78	Topsoil, Seed, Fertilizer, and Erosion Mat (non-channel)	S.Y.	29,000	\$4.00	\$116,000.00	\$4.30	\$124,700.00
79	Topsoil, Seed, Fertilizer, and Erosion Mat (channel)	S.Y.	1,700	\$10.00	\$17,000.00	\$7.30	\$12,410.00
TOTAL OF CONTRACT B PRICES (ITEMS 45 -79)					\$1,092,492.00		\$1,340,674.50
TOTAL OF ALL BID PRICES FOR CONTRACT A AND CONTRACT B					\$3,164,830.00		\$3,447,433.00

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

DATE: June 6, 2022

DEPARTMENT: Public Works

PROVIDED BY: Magdelene Wagner

SUBJECT:

Discussion and Possible Action to Approve the Fifth Reduction of the Swan View Farms Phase 1 Letter of Credit from \$595,595.80 to \$105,204.81 (Reduction of \$490,390.99) [Wagner]

BACKGROUND:

The Developer of Swan View Farms Phase 1 needs to renew his letter of credit with his lender and requested a review of the letter of credit value prior to this. The development constructed is complete and is in the 1 year warranty period prior to final acceptance. Staff is recommending a reduction in the value of the letter of credit to reflect the work has been completed and a minor amount is held until the improvements are accepted after the final review 1 year after the surface asphalt was placed. This value is also increased by 20% as required by City Ordinances.

FINANCIAL IMPACT:

RECOMMENDED MOTION:

Common Council approve the Fifth Reduction of the Swan View Farms Phase 1 Letter of Credit from \$595,595.80 to \$105,204.81 (Reduction of \$490,390.99).

ATTACHMENTS:

Description

LOC Verification

Phase 1

Sanitary

Item	Unit Price	Units	Quantity	Cost
1	\$ 90.00	LF	5486	\$ 493,740.00
2	\$ 486.00	LF	35	\$ 17,010.00
3	\$ 2,900.00	EA	59	\$ 171,100.00
4	\$ 3,125.00	EA	31	\$ 96,875.00
5	\$ 39.00	LF	1355	\$ 52,845.00
6	\$ 33.00	LF	1747	\$ 57,651.00
7	\$ 65.00	LF	194	\$ 12,610.00
8	\$ 3,500.00	EA	4	\$ 14,000.00
9	\$ 30,000.00	LS	1	\$ 30,000.00
10	\$ 220.00	LF	176	\$ 38,720.00
11	\$ 4,190.00	LF	2	\$ 8,380.00
12	\$ 7,900.00	EA	1	\$ 7,900.00
13	\$ 379,000.00	LS	1	\$ 379,000.00

\$ 1,379,831.00

Water

1	\$ 85.00	LF	1386	\$ 117,810.00
2	\$ 2,715.00	EA	6	\$ 16,290.00
3	\$ 57.00	LF	4720	\$ 269,040.00
4	\$ 1,260.00	EA	18	\$ 22,680.00
5	\$ 5,625.00	EA	16	\$ 90,000.00
6	\$ 2,200.00	EA	59	\$ 129,800.00

\$ 645,620.00

Storm

1	\$ 52.00	LF	1271	\$ 66,092.00
2	\$ 53.00	LF	812	\$ 43,036.00
3	\$ 54.00	LF	1129	\$ 60,966.00
4	\$ 53.00	LF	1394	\$ 73,882.00
5	\$ 69.00	LF	625	\$ 43,125.00
6	\$ 82.00	LF	611	\$ 50,102.00
7	\$ 105.00	EA	95	\$ 9,975.00
8	\$ 910.00	EA	3	\$ 2,730.00
9	\$ 1,015.00	EA	1	\$ 1,015.00
10	\$ 1,122.00	EA	5	\$ 5,610.00
11	\$ 1,270.00	EA	2	\$ 2,540.00
12	\$ 1,655.00	EA	1	\$ 1,655.00
13	\$ 2,090.00	EA	58	\$ 121,220.00
14	\$ 2,350.00	EA	32	\$ 75,200.00
15	\$ 2,165.00	EA	4	\$ 8,660.00
16	\$ 6,720.00	EA	6	\$ 40,320.00
17	\$ 50.00	LF	65	\$ 3,250.00
18	\$ 40.00	LF	54	\$ 2,160.00

\$ 611,538.00

Grading

1	\$ 1,230,680.00	LS	1	\$ 1,230,680.00
2	\$ 46,600.00	LS	1	\$ 46,600.00

\$ 1,277,280.00

Paving

1	\$ 13.40	LF	13620	\$ 182,508.00
2	\$ 25.60	LF	255	\$ 6,528.00
3	\$ 7.25	SF	2650	\$ 19,212.50
4	\$ 380.00	EA	9	\$ 3,420.00
5	\$ 450.00	EA	2	\$ 900.00
6	\$ 35.50	SY	860	\$ 30,530.00
7	\$ 12.20	SY	260	\$ 3,172.00
8	\$ 39.80	SY	50	\$ 1,990.00
9	\$ 20.20	SY	18310	\$ 369,862.00
10	\$ 32.50	SY	1840	\$ 59,800.00
11	\$ 840.00	EA	23	\$ 19,320.00
12	\$ 7.85	SY	18310	\$ 143,733.50

\$ 840,976.00

20% Add

Total Phase 1 Costs

\$ 4,755,245.00 \$ 5,706,294.00

6-6-2022 Reduction Request

% remaining

LOC Value

5% \$ 18,950.00

5% \$ 61,534.00

5% \$ 7,186.68

\$ 87,670.68 Subtotal

\$ 105,204.81 20% added to Subtotal

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

DATE: June 6, 2022

DEPARTMENT: PW - Water/Sewer

PROVIDED BY: Magdelene Wagner/Jane Mueller

SUBJECT:

Discussion and Possible Action Regarding the Bluemound Water Main Loop-Interim Financing [Wagner]

BACKGROUND:

Our consultant, Ruekert & Mielke, is in the process of completing the PSC Construction Authorization application for the construction of the water main loop along Bluemound Road between Busse Road and Saratoga Drive. As part of the application, the Utility needs to identify the funding source for financing the \$4.2M project.

The Utility is intending to apply for a DNR Safe Drinking Water Loan (SDWL) to finance the project. An Intent to Apply (ITA) application will be filed in September 2022 during the designated enrollment period. The SDWL funds would become available in FY July 1, 2023 – June 30, 2024.

Due to the timing of the SDWL application process, we have determined that Interim Financing will be required for the project. Through staff discussion, we feel that the Sewer Utility may be the best funding source available for the interim financing. As of March 31, 2022, the Sewer Utility has a sewer cash balance of \$5,121,138.

The construction start is highly dependent on the review and approvals of the DNR and the PSC. Our most recent experiences with the PSC review process has become quite lengthy and cumbersome. We anticipate taking the project to bid in August or September 2022 to accommodate the winter construction that will be needed for the watermain crossing of the Fox River.

FINANCIAL IMPACT:

RECOMMENDED MOTION:

The Common Council approves using Sewer Utility funds for the interim financing for the construction of the Bluemound watermain loop until the Safe Drinking Water Loan funds become available. The Water Utility would reimburse the Sewer Utility for the costs expended with an interest rate of up to 1%.

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

DATE: June 6, 2022

DEPARTMENT: Public Works

PROVIDED BY: Magdelene Wagner

SUBJECT:

Discussion and Possible Action Regarding the Execution of the Roadside Deer Pick Up Contract with Shawn's Deer Pick Up [Wagner]

BACKGROUND:

The City contracts with a Contractor for the collection of deer carcasses within the City's right of way. This collection has been via a service contract which piggybacks off Waukesha County which piggybacks off the State Department of Natural Resources Contract. Waukesha County is in the process of negotiating a new contract with its vendor. As such, we need to review our services.

The entire southern half of Wisconsin is serviced by two Contractors for deer carcass pickup. The first Contractor services local municipalities and the County. The second Contractor services the State Highway system.

Shawn's Deer Pick Up currently picks up deer carcasses for a current rate of \$110 per deer, recently increased from \$85. This is billed to the City on a monthly basis. The County contracts with this Contractor for a flat fee rate. We requested what a flat rate fee would be for the City due to the substantial increase in the per carcass rate. The Contractor quoted \$1,600 per month for this service. We average roughly 8 deer carcass per month. At this time, it is cheaper for the City to continue the per deer pick up rate.

The Contractor is seeking the City to execute a contract for this service separate from the County. Attached you will find the proposed contract.

UPDATE: Prior to the execution of the contract, the Contractor has increase his per deer rate to \$120. He also offered a flat rate fee of \$750 per month.

In addition, the City Attorney has reviewed the contract and is requiring a change to one section of the contract. The Contractor so far is refusing to make this change. We are continuing discussions with him regarding this item.

FINANCIAL IMPACT:

RECOMMENDED MOTION:

Common Council recommend approval of the contract at \$750 per month contingent on the City Attorney review and

approval of the final contract language.

ATTACHMENTS:

Description

Proposed Contract

Attorney Correspondence

INDEPENDENT CONTRACTOR AGREEMENT

This Independent Contractor Agreement (this "Agreement") is made effective as of Jan,01, 2022, by and between City of Pewaukee (the "Recipient"), of Pewaukee Wisconsin and Shawn's Deer Pick Up (the "Contractor"), of 1516 Pine St, South Milwaukee, Wisconsin 53172. In this Agreement, the party who is contracting to receive the services shall be referred to as "Recipient", and the party who will be providing the services shall be referred to as "Contractor."

1. DESCRIPTION OF SERVICES. Beginning on Jan, 01, 2022, the Contractor will provide the 3-5 year terms.2022-2025Or 2022-2027 Please write in which you prefer. _____

Following services (collectively, the "Services"):

1-72Hr Window Deer Removal Service

Residents are reliable for private property removals

Do not remove on state or county unless approved an paid for

All deer must be reported with gender and size if possible to make out to Deer pick up immediately upon report to plan accordingly.

2. PAYMENT FOR SERVICES. The Recipient will pay compensation to the Contractor for the Services in the amount of \$110 per deer. This compensation shall be payable in a lump sum End of The Month. No other fees and/or expenses will be paid to the Contractor, unless such fees and/or expenses have been approved in advance by the appropriate executive on behalf of the Recipient in writing. The Contractor shall be solely responsible for any and all taxes, Social Security contributions or payments, disability insurance, unemployment taxes, and other payroll type taxes applicable to such compensation.

3. TERM/TERMINATION. This Agreement may be terminated by either party upon 60 days' written notice to the other party.

A regular, ongoing relationship of indefinite term is not contemplated. The Recipient has no right to assign services to the Contractor other than as specifically contemplated by this Agreement. However, the parties may mutually agree that the Contractor shall perform other services for the Recipient, pursuant to the terms of this Agreement.

4. RELATIONSHIP OF PARTIES. It is understood by the parties that the Contractor is an independent contractor with respect to the Recipient, and not an employee of the Recipient. The Recipient will not provide fringe benefits, including health insurance benefits, paid vacation, or any other employee benefit, for the benefit of the Contractor.

It is contemplated that the relationship between the Contractor and the Recipient shall be a non-exclusive one. The Contractor also performs services for other organizations and/or individuals. The Recipient has no right to further inquire into the Contractor's other activities.

5. RECIPIENT'S CONTROL. The Recipient has no right or power to control or otherwise interfere with the Contractor's mode of effecting performance under this Agreement. The Recipient's only concern is the result of the Contractor's work, and not the means of accomplishing it. Except in extraordinary circumstances and when necessary, the Contractor shall perform the Services without direct supervision by the Recipient.

6. PROFESSIONAL CAPACITY. The Contractor is a professional who uses its own professional and business methods to perform services. The Contractor is not and will not receive training from the Recipient regarding how to perform the Services.

7. PERSONAL SERVICES NOT REQUIRED. The Contractor is not required to render the Services personally and may employ others to perform the Services on behalf of the Recipient without the Recipient's knowledge or consent. If the Contractor has assistants, it is the Contractor's responsibility to hire them and to provide materials for them.

8. NO LOCATION ON PREMISES. The Contractor has no desk or other equipment either located at or furnished by the Recipient. Except to the extent that the Contractor works in a territory as defined by the Recipient, its services are not integrated into the mainstream of the Recipient's business.

9. NO SET WORK HOURS. The Contractor has no set hours of work. There is no requirement that the Contractor work full time or otherwise account for work hours.

10. EXPENSES PAID BY CONTRACTOR. The Contractor's business and travel expenses are to be paid by the Contractor and not by the Recipient.

11. CONFIDENTIALITY. Contractor may have had access to proprietary, private and/or otherwise confidential information ("Confidential Information") of the Recipient. Confidential Information shall mean all non-public information which constitutes, relates or refers to the operation of the business of the Recipient, including without limitation, all financial, investment, operational, personnel, sales, marketing, managerial and statistical information of the Recipient, and any and all trade secrets, customer lists, or pricing information of the Recipient. The nature of the information and the manner of disclosure are such that a reasonable person would understand it to be confidential. The Contractor will not at any time or in any manner, either directly or indirectly, use for the personal benefit of the Contractor, or divulge, disclose, or communicate in any manner any Confidential Information. The Contractor will protect such information and treat the Confidential Information as strictly confidential. This provision shall continue to be effective after the termination of this Agreement. Upon termination of this Agreement, the Contractor will return to the Recipient all Confidential Information, whether physical or electronic, and other items that were used, created, or controlled by the Contractor during the term of this Agreement.

This Agreement is in compliance with the Defend Trade Secrets Act and provides civil or criminal immunity to any individual for the disclosure of trade secrets: (i) made in confidence to a federal, state, or local government official, or to an attorney when the disclosure is to report suspected violations of the law; or (ii) in a complaint or other document filed in a lawsuit if made under seal.

12. INJURIES. The Contractor acknowledges the Contractor's obligation to obtain appropriate insurance coverage for the benefit of the Contractor (and the Contractor's employees, if any). The Contractor waives any rights to recovery from the Recipient for any injuries that the Contractor (and/or Contractor's employees) may sustain while performing services under this Agreement and that are a result of the negligence of the Contractor or the Contractor's employees. Contractor will provide the Recipient with a certificate naming the Recipient as an additional insured party.

13. NO RIGHT TO ACT AS AGENT. An "employer-employee" or "principal-agent" relationship is not created merely because (1) the Recipient has or retains the right to supervise or inspect the work as it progresses in order to ensure compliance with the terms of the contract or (2) the Recipient has or retains the right to stop work done improperly. The Contractor has no right to act as an agent for the Recipient and has an obligation to notify any involved parties that it is not an agent of the Recipient

14. ENTIRE AGREEMENT. This Agreement constitutes the entire contract between the parties. All terms and conditions contained in any other writings previously executed by the parties regarding the matters contemplated herein shall be deemed to be merged herein and superseded hereby. No modification of this Agreement shall be deemed effective unless in writing and signed by the parties.

15. WAIVER OF BREACH. The waiver by the Recipient of a breach of any provision of this Agreement by Contractor shall not operate or be construed as a waiver of any subsequent breach by Contractor.

16. SEVERABILITY. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

17. APPLICABLE LAW. This Agreement shall be governed by the laws of the State of Wisconsin.

18. SIGNATORIES. This Agreement shall be signed by _____ on behalf of City of Pewaukee and by Shawn Kremsreiter on behalf of Shawn's Deer Pick Up. This Agreement is effective as of the date first above written.

CONTRACTOR:
Shawn's Deer Pick Up
Date:
Shawn Kremsreiter

RECIPIENT:
City Of Pewaukee
Date
By:

Wagner, Magdelene

From: Stan Riffle <sriffle@ammr.net>
Sent: Thursday, May 19, 2022 11:07 AM
To: Wagner, Magdelene
Subject: Shawn's Deer Pick Up Contract

Maggie-

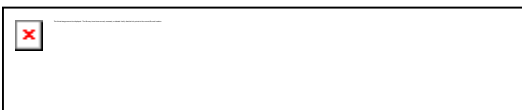
I only have one concern in my review. It deals with par. 11 - confidential and proprietary information. There are 2 options - remove the clause, or add the following at the end of the current clause:

Notwithstanding anything to the contrary herein, City and Contractor recognize that applying applicable Wisconsin public records laws to particular records requests can be difficult, in light of copyright and other confidentiality protections. To ensure that applicable laws are followed, both with regard to private rights, and with regard to public records laws, City and Contractor agree as follows:

1. When City receives public records requests for matters that City believes might be proprietary or confidential information, City will notify Contractor of the request. Within three (3) days of such notification (subject to extension of time upon mutual written agreement), Contractor shall either provide City with the record that is requested, for release to the requestor; or Contractor shall advise City that Contractor objects to the release of the requested information, and the basis for the objection. If for any reason City concludes that City is obligated to provide a record to a requestor that is in Contractor's possession, Contractor shall provide such records to City immediately upon City's request. Contractor shall not charge for work performed under this paragraph, except for the "actual, necessary and direct" charge of responding to the records request, as that is defined and interpreted under Wisconsin law.
2. In addition to, and not to the exclusion or prejudice of, any provisions of this agreement or documents incorporated herein by reference, Contractor shall indemnify and save harmless and agrees to accept tender of defense and to defend and pay any and all legal, accounting, consulting, 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 (i) City's denial of a records request, based upon objections made by Contractor, or (ii) Contractor's failure to provide records to City upon City's request; or (iii) City's charges made to a records requestor, based upon reimbursement of costs Contractor charged to City in responding to a records request; or (iv) City's lack of timely response to a records request, following Contractor's failure to timely respond to City as required herein; or (v) City's provision of records to a requestor that were provided to City by Contractor in response to a records request. Contractor's claims of proprietary rights, or any other copyright or confidentiality claims, shall be waived such that City may provide all requested documents, programs, data, and other records to the requestor, upon failure by Contractor to defend, indemnify or hold harmless the City as required herein, and/or upon judgment of a court having jurisdiction in the matter requiring release of such records.

Either way will accommodate my concerns.

Stan



H. Stanley Riffle
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**CITY OF PEWAUKEE
COMMON COUNCIL AGENDA ITEM 15.**

DATE: June 6, 2022

DEPARTMENT: Clerk/Treasurer

PROVIDED BY:

SUBJECT:

Discussion and Possible Action Regarding the 2022 - 2023 Trinity Academy Lease [Klein]

BACKGROUND:

FINANCIAL IMPACT:

RECOMMENDED MOTION:

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

DATE: June 6, 2022

DEPARTMENT: Clerk/Treasurer

PROVIDED BY:

SUBJECT:

Consideration Related a Position Statement Regarding to the Town of Lisbon's Proposed Incorporation as a Village
[Mayor Bierce]

BACKGROUND:

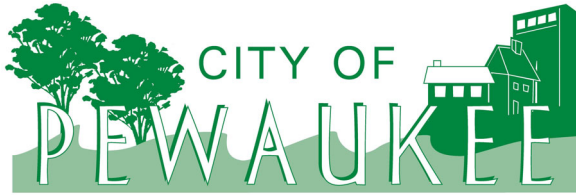
FINANCIAL IMPACT:

RECOMMENDED MOTION:

ATTACHMENTS:

Description

Draft Lisbon Letter



Office of the Mayor

W240 N3065 Pewaukee Road

Pewaukee, Wisconsin 53072

Phone (262) 691-0770 Fax (262) 691-1798

sbierce@pewaukee.wi.us

Chairman Joseph Osterman
Town of Lisbon
W234N8676 Woodside Road
Lisbon, WI 53089

June 7, 2022

Dear Joe:

You have asked me to address the City's position on the proposed Incorporation of the Town as a Village. Over 20 years ago, the Town of Pewaukee approached the State of Wisconsin Department Administration to incorporate our town as a city. At that time, our Town Board expressly communicated to Lisbon and all of our town neighbors that the new City of Pewaukee had no intent to annex any adjacent unincorporated territory unless the Town Board of the effected town was in agreement. In the over 20 years since we became a City, the City has adhered to this commitment.

The Common Council has not expressed any opposition to this Incorporation Petition. In the spirit of the City's statement of position at the time of our incorporation, the City would assume that if property owner(s) in Lisbon would desire to detach from Lisbon and become part of the City of Pewaukee, Lisbon would not unreasonably stand in the way of their interests and allow the detachment to proceed. With this understanding, the City of Pewaukee will not oppose the Incorporation Petition of the Town of Lisbon.

Sincerely,

Steve Bierce
Mayor

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

DATE: June 6, 2022

DEPARTMENT: Clerk/Treasurer

PROVIDED BY:

SUBJECT:

Discussion and Possible Action Regarding Appointments to Various Board, Committees and Commissions [Mayor Bierce]

BACKGROUND:

FINANCIAL IMPACT:

RECOMMENDED MOTION:

ATTACHMENTS:

Description

Spreadsheet

PLAN COMMISSION	Original Appointment	Current Term	
		From	To
Doug Kiser	6/1/2020	6/1/2020	5/1/2022
Sullivan, Sean (Engineer)	9/4/2007	5/15/2017	5/1/2018
Janka, Ted	5/1/2003	5/4/2015	5/1/2018
Linsmeier, Dave (Park & Recreation Board)	4/3/2006	5/20/2019	5/1/2020
Wunder, Christine	7/1/2004	5/15/2017	5/1/2020
Bierce, Steve - Mayor	6/6/2016	4/17/2017	Indefinitely
Brown, Colleen - Alderman	8/16/2021	8/16/2021	Indefinitely

According to Section 1.03(2) of the Pewaukee Municipal Code the membership should be as follows: consisting of (7) members; the mayor (presiding officer), (1) Alderman, (1) representative from the Joint Park & Recreation Board (selected by the Park & Recreation Board) and (4) citizen members with experience and qualifications related to planning matters (1) of which needs to be a full-time City Engineer. (3) of the citizen members are to serve an alternating 3-year term. **The 4th citizen engineer member, the alderman and Joint Park & Recreation Board representative shall be appointed annually in April.** Citizen members are compensated.

ZONING BOARD OF APPEALS	Original Appointment	Current Term	
		From	To
Marlin, Katie - Chairperson (appointed 1/7/2019)	7/18/2016	8/6/2018	5/1/2021
Thomas Matt	5/7/2012	5/21/2018	5/1/2021
Welcenbach, Robert	6/1/2015	5/15/2017	5/1/2020
Tredwell, Jim	2/15/2016	5/20/2019	5/1/2022
VACANCY			5/1/2022
VACANCY - Alternate			5/1/2023
VACANCY - Alternate			5/1/2022

It consists of (5) regular members. Their terms shall be for a staggered three (3) year period. The Mayor shall appoint the Chairperson. There shall also be (2) alternates for staggered three (3) year term. **The Mayor shall annually designate as 1st and 2nd Alternate.** The 1st alternate will fill any vacancy and complete the regular appointee's term and the 2nd alternate will fill the 1st alternate's term, leaving the 2nd alternate position need to be filled. On 1/2/2007 Ordinance 06-24 was passed revising the membership.

BOARD OF REVIEW	Original Appointment	Current Term	
		From	To
Golombowski, Ann	4/19/2021	4/19/2021	5/1/2022
Jaschke, Jim	5/2/2011	4/5/2021	5/1/2022
Robinson, Gwenn	5/2/2011	4/5/2021	5/1/2023
Christensen, Walter	4/5/2021	4/5/2021	5/1/2023
Figurski, Joshua	8/6/2018	4/5/2021	5/1/2023
VACANCY - Alternate			5/1/2023
VACANCY - Alternate			5/1/2022

An all citizen Board of Review was established by Ordinance #06-02 on 02/06/2006. It requires seven (7) citizen members to serve alternating two (2) year terms. Current compensation is \$20 per meeting per action of the Common Council on 8/18/2003. On August 17th, 2009 Ordinance 09-13 was created, recreating section 1.08(1) of the municipal code. The Board now consists of five (5) citizen members and two (2) alternates.

FIRE COMMISSION	Original Appointment	Current Term	
		From	To
Farley, Thomas	3/2/2020	3/2/2020	5/1/2023
Bergman, Brandon	2/21/2022	2/21/2022	5/1/2025
Novack, Kathleen	9/15/2014	5/20/2019	5/1/2024
Bertram, Lloyd	2/21/2022	2/21/2022	5/1/2026
Elaine Kroening	11/5/2014	5/15/2017	5/1/2022

The Fire Commission was originally part of the Police & Fire Commission that was created by Ordinance 04-10 on 4/19/2004. With the anticipated disbanding of the Police Department on 1/1/2010 ordinance 9.21 was created and passed on 12/21/2009. The membership remains as a five (5) citizen members; each to serve an alternating 5 - year term. Compensation is \$20 per meeting.

PUBLIC WORKS COMMITTEE	Original Appointment	Current Term	
		From	To
Swan, David	8/4/2008	4/5/2021	5/1/2023
Tormey, Jeff	10/5/2015	4/5/2021	5/1/2024
Kreiter, Michael	3/15/2021	3/15/2021	5/1/2022
Bierce, Steve - Mayor	4/17/2017	4/17/2017	Indefinitely
Wamser, Jerry - Alderman	5/7/2012	6/6/2016	Indefinitely

*This Committee was created by Ordinance 99-10 on 4/20/1999. It is to consist of five (5) members; the Mayor, one (1) Common Council member and three (3) citizen members. **The appointments shall be made at the first regular meeting of a newly elected Council** (except for the Mayor's position). No mention of compensation was noted.*

JOINT LIBRARY BOARD	Original Appointment	Current Term	
		From	To
Noll, Dale	5/2/2016	5/21/2018	5/1/2021
Muchowski, Laura (nominated by Pewaukee School District)	2/21/2005	5/15/2017	5/1/2020
Wildman, Karen	7/15/2013	5/20/2019	5/1/2022
Clark, Ian - Alderman	6/7/2021	6/6/2021	Indefinitely
Village Resident			
Village Resident			
Village Trustee			

This Board was created by Ordinance 05-4 on 1/17/2005. The Board consists of (3) members appointed by the Village Board and (3) members appointed by the City Common Council. No more than (1) member from each municipality shall be an elected official. (1) additional member shall be a City of Pewaukee resident and shall be nominated by the Superintendent of the Pewaukee School District and appointed by the Common Council. Members shall serve a staggering 3-year term.

JOINT PARK & RECREATION BOARD	Original Appointment	Current Term	
		From	To
Majeskie, Gary	2/19/2018	5/20/2019	1/1/2022
Kaatz, Del	1/20/2003	7/20/2020	1/1/2023
Linsmeier, Dave	4/3/2006	8/6/2018	1/1/2021
Dziwulski, Brian - Alderman	7/17/2017	7/17/2017	Indefinitely
Village Resident			
Village Resident			
Village Trustee			

This Board was created by Ordinance 96-19 on 11/4/1996. The Board consists of (7) voting members and (2) non-voting ex-officio members. The breakdown of members is as follows: (1) Village Trustee, (2) Village citizens, (1) City Alderman, and (3) City residents. In addition the Administrators from the Village and City may attend meetings and take part in discussions. The terms are 3-years with appointments in January. Although no compensation was listed in the ordinance, citizen members are being paid \$20 for each meeting they attend.

ETHICS BOARD	Original Appointment	Current Term	
		From	To
Farley, Tom	2/7/2008	5/15/2017	4/30/2023
VACANCY			4/30/2022
VACANCY			4/30/2024
VACANCY - Alternate			4/30/2024

The Ethics Board was established by Ordinance 06-16 on 9/5/2006. It consists of (3) regular citizen members and (1) alternate. Once established there will be alternating 3-year terms. There is no compensation for this position

TOURISM COMMISSION	Original Appointment	Current Term	
		From	To
Bierce, Steve - Mayor	1/1/2017	1/1/2017	Indefinitely
Wamser, Jerry - Alderman	9/19/2017	5/20/2019	9/19/2020
Dziwulski, Brian - Alderman	9/13/2021	9/13/2021	9/19/2022
VACANT - Alderman			9/19/2020
Doresey, Frank - Hotel Representative	10/15/18	5/20/2019	9/19/2020

Created by Ordinance 16-22 on September 19, 2016. It is to consist of the Mayor and (3) Alderman and (1) member who shall represent the Wisconsin hotel & motel industry. **Commissioners shall serve for a one-year term**. Among the members they shall elect a chairperson, vice-chairperson and secretary.

FINANCE COMMITTEE	Original Appointment	Current Term	
		From	To
Dziwulski, Brian - Alderman	9/13/2021	9/13/2021	Indefinitely
Brown, Colleen - Alderman	5/6/2013	6/6/2016	Indefinitely
Kara, Jeff - Citizen Member	10/4/2021	10/4/2021	Indefinitely
Klein, Scott - Administrator	1/1/2017	1/1/2017	Indefinitely

Created by Ordinance 09-02 on January 19th, 2009. The Committee shall consist of the following: Two (2) Common Council Members & the City Administrator. The appointments are to be made by the first regular meeting of the newly elected Council. The Mayor shall designate the chairman and secretary of the committee. On November 16th, 2009 it was revised by Ordinance 09-18 to add one (1) resident preferably with a financial background and Administrator as staff representative.

EMPLOYEE SERVICES COMMITTEE	Original Appointment	Current Term	
		From	To
Clark, Ian - Alderman	9/13/2021	9/13/2021	Indefinitely
VACANT - Alderman			Indefinitely
Woldanski, Kelley - Director of People & Culture	1/19/2009	1/19/2009	Indefinitely

The Human Resource Committee was created by Ordinance 09-02 on January 19th, 2009. The Committee shall consist of the following: Two (2) Common Council Members & the Human Resource Director. The appointments are to be made at the first meeting of the newly elected Council. The Mayor shall designate the Chairman and Secretary of the Committee. Revised on November 16th, 2009 by Ordinance 09-18 to name the HR Director as staff representative. On 4/22/2019 via an email received by the Administrator, the Human Resource Director title changed to Director of People & Culture and the HR Department will be known as Employee Services.

PEWAUKEE LAKE PATROL ADVISORY COMMITTEE	Original Appointment	Current Term	
		From	To
Heier, Timothy - Police Chief	5/1/2019		
Twelmeyer, Lucas - Sergeant			
Heyrman, Greg Sergeant			
Clark, Ian - City of Pewaukee - Alderman	6/21/2021	6/21/2021	Indefinitely
Woelfle, J - Town of Delafield - Supervisor			
Hill, Ed - Village of Pewaukee - Trustee			
Koepp, Thomas - Lake Pewaukee Sanitary District	5/2/2011	5/2/2011	Indefinitely

Created upon discussion at the Common Council meeting on 2/2/2009. A termination needs to be made on the make-up of committee members and the purpose of the group. Town of Delafield has different opinion on the appointment of Thomas Koepp and doesn't believe he belongs on the committee. Whereas we wanted someone from the LPSD to serve on the committee for times when the water levels were too high to help determine safety.

BIKE & PEDESTRIAN PATH PLANNING COMMITTEE	Original Appointment	Current Term	
		From	To
VACANT - Alderman			Indefinitely
Blackwood, Jim	9/19/2016	9/19/2016	Indefinitely
Pascucci, Greg	8/6/2018	8/6/2018	Indefinitely
Ford, Ross	9/19/2016	9/19/2016	Indefinitely
Vitale, John	9/19/2016	9/19/2016	Indefinitely
Long, Courtney (Village Resident)			Indefinitely

After safety concerns were voiced from several area parents. The Committee was created at the Common Council meeting dated August 15, 2016. Alderman Bierce volunteered to head the committee.

LAKE MANAGEMENT PLAN ADVISORY COMMITTEE	Original Appointment	Current Term	
		From	To
City of Pewaukee - VACANT - Alderman			Indefinitely
Town of Delafield - Supervisor			Indefinitely
Village of Pewaukee - Trustee			Indefinitely
Koepp, Thomas - Lake Pewaukee Sanitary District			Indefinitely

Created upon discussion at the Common Council meeting on February 4, 2013. The committee shall consist of one (1) elected official from the City of Pewaukee, one (1) from the Village of Pewaukee and one (1) from the Town of Delafield. Also serving is a member of the Lake Pewaukee Sanitary District.

ALCOHOL COMMITTEE	Original Appointment	Current Term	
		From	To
Bierce, Steve - Mayor		6/6/2016	Indefinitely
<i>Origin Unknown</i>			

RESIDENCE BOARD	Original Appointment	Current Term	
		From	To
Wagner, K. Scott - District #1	8/6/2018	5/20/2019	5/1/2024
Tuttle, Debra - District #2	8/6/2018	8/6/2018	5/1/2021
VACANCY - District #3			5/1/2023
<i>Created by Ordinance 18-01 Approved on January 15, 2018. The Board shall consist of three (3) citizens residing in the City one (1) from each Aldermanic District. Members shall serve for a term of five (5) years and shall serve no more than two (2) consecutive terms. The terms for the initial members of the Residence Board shall be staggered with one member serving one (1) year, a second member serving three (3) years and the third member serving five (5) years.</i>			

R&R COMMITTEE	Original Appointment	Current Term	
		From	To
Vacant - Alderman			Indefinitely
Piper, Christine - Citizen Member			
Michaels, Brian - Mental Health Specialist			
Moonen, Marc - Lieutenant			
Fuchs, Nick - Director of Community Development, City Planner			
<i>Created....</i>			

**CITY OF PEWAUKEE
COMMON COUNCIL AGENDA ITEM 18.**

DATE: June 6, 2022

DEPARTMENT: Clerk/Treasurer

PROVIDED BY:

SUBJECT:

Discussion and Possible Action to Cancel or to Reschedule the First Common Council Meeting in July [Mayor Bierce]

BACKGROUND:

FINANCIAL IMPACT:

RECOMMENDED MOTION:

ATTACHMENTS:

Description

July 2022 Calendar

JULY 2022

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
					1	2
3	4  Offices Closed	5	6	7	8	9
10	11	12 Court 7:30 a.m.	13 Joint Park & Recreation Meeting 6:30 p.m.	14	15	16
17 	18 Common Council Meeting 6:30 p.m.	19	20 Joint Library Board Meeting 6:30 p.m.	21 Plan Commission Meeting 6:00 p.m.	22	23
24	25	26 Court 7:30 a.m. First Day of Absentee Voting	27	28 Public Works Meeting 4:00 p.m.	29	30
31						