

Office of the Clerk/Treasurer

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

REVISED

**COMMON COUNCIL
MEETING NOTICE AND AGENDA**

Monday, December 4, 2017

7:00 PM

Common Council Chambers ~ Pewaukee City Hall
W240 N3065 Pewaukee Road, Pewaukee, WI 53072

-
1. Call to Order and Pledge of Allegiance
 2. Public Comment - Please limit your comments to 2 minutes, if further time for discussion is needed please contact your local Alderperson prior to the meeting.
 3. Consent Agenda
 - 3.1 Approval of Common Council Meeting Dated November 20, 2017
 - 3.2 Approval of Accounts Payables
 - 3.3 Approval of Bartender Licenses
 - 3.4 Approval of **Resolution 17-12-16** Appointing Poll Workers
 - 3.5 Concur with the Plan Commission (11/16/2107) Approve **Ordinance 17-11** Rezoning the Gene Brittain Property Located at the Intersection of Bluemound Road and STH 16 at Morris Street From RD-2 Two-Family Residential to RS-3 Single-Family Residential (PWC 0925-994-002 & PWC 0925-994-003) (**Second Reading**)
 - 3.6 Concur with Plan Commission (11/16/2017) and Approve the 2050 Land Use / Transportation Plan for the Quarry Neighborhood (Map 9)
 - 3.7 Concur with the Plan Commission (11/16/2017) to Approve the 2050 Land Use / Transportation Plan for the Office / Industrial Neighborhood (Map 10)
 - 3.8 Concur with the Plan Commission (11/16/2017) and Approve the 2050 Land Use / Transportation Plan for the City Center Neighborhood (Map 11)
 - 3.9 Concur with the Plan Commission (11/16/2017) and Approve Certified Survey Map PC #171019-3 for Payne & Dolan / Waukesha Lime & Stone for a Combination of Properties on Bluemound Road for a New Asphalt Plant (PWC 0962-995-006 & 007, PWC 0968-998 & 999, PWC 0968-994-001)
 4. Discussion and Possible Action Regarding Proposal from Rotroff Jeanson for 2017 Audit [Mike Rotroff]
 5. Discussion and Possible Action Regarding the 2018 Agreement for Building Inspection Services with the Village of Pewaukee [Woldanski]
 6. Discussion and Possible Action Regarding the Contract for City Planner Services

7. Discussion and Possible Action to Either Cancel or Reschedule the First Meeting in January Due to the Holiday.
8. Discussion and Possible Action Regarding ***Ordinance 17-12*** regarding the Salaries for Non-Union Employees in 2018 (***Suspension of the Rules – First and Second Reading***) [Klein / Bergersen]
9. Discussion and Possible Action Regarding ***Ordinance 17-13*** Related to the 2018 Salaries for Union Employees (***Suspension of the Rules – First and Second Reading***) [Klein / Bergersen]
10. Public Comment - Please limit your comments to 2 minutes, if further time for discussion is needed please contact your local Alderperson prior to the meeting.
11. Adjournment

Kelly Tarczewski
Clerk/Treasurer

November 30, 2017

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.

ACCOUNTS PAYABLE NOVEMBER 20, 2017			
Vendor Name	Document Date	Document Amount	Transaction Description
AILCO EQUIPMENT FINANCE GROUP	11/01/2017	\$ 412.00	IT SCANNER
ASSOCIATED APPRAISAL	11/01/2017	\$ 5,601.48	AD PROFESSIONAL SERVICES
BREDAN MECHANICAL SYSTEMS	10/25/2017	\$ 1,523.48	IT LIEBERT UNIT
EXCEL ENGINEERING	10/20/2017	\$ 6,179.60	AD CITY HALL IMPROVEMENTS
HILTUNEN, MARIANNE	10/30/2017	\$ 140.71	EN MILEAGE
J.F. AHERN COMPANY	10/19/2017	\$ 350.00	AD WORK ORDER RESET SYSTEM
STARK PAVEMENT CORP SUSSEX	09/30/2017	\$ 439,677.30	EN CONTRACTORS PMT
	11/8/17 Total	\$ 453,884.57	
Vendor Name	Document Date	Document Amount	Transaction Description
ACE REDI-MIX, INC	10/09/2017	\$ 425.00	HI STONE
ADVANCED DISPOSAL	09/30/2017	\$ 3,741.14	HI EXCHANGES
AIRGAS	10/31/2017	\$ 69.16	FD OXYGEN
AIRGAS	10/17/2017	\$ 131.33	HI ACETYLENE, OXYGEN
ALL-WAYS CONTRACTORS, INC	10/23/2017	\$ 915.50	PR TRENCH FILL DIRT
ALPHA OMEGA CLEANING, INC.	11/01/2017	\$ 120.00	PR JANITORIAL SERVICE
ARAMARK	11/02/2017	\$ 59.87	HI SHOP TOWELS, UNIFORMS
ARAMARK	10/26/2017	\$ 61.07	HI SHOP TOWELS, UNIFORMS
ARAMARK	10/12/2017	\$ 57.47	HI SHOP TOWELS, UNIFORMS
ARAMARK	10/19/2017	\$ 61.07	HI SHOP TOWELS, UNIFORMS
ARAMARK	10/05/2017	\$ 57.47	HI SHOP TOWELS, UNIFORMS
ASSESSMENTS USA	10/28/2017	\$ 996.00	HR JOB RECRUITMENT
AUTOMOTIVE PARTS & EQUIPMENT	10/26/2017	\$ 19.66	HI BULB
AVANT GRAPHICS	08/21/2017	\$ 331.36	SH FRISBEES
BERGERSEN, LISA	10/15/2017	\$ 81.00	HR ROOM
BOUCHER CADILLAC GMC OF WAUKESHA	10/26/2017	\$ 76.66	PR AUTO SERVICE
BOUCHER CADILLAC GMC OF WAUKESHA	10/26/2017	\$ 76.66	PR AUTO SERVICE
BOUCHER CADILLAC GMC OF WAUKESHA	10/27/2017	\$ 37.21	PR AUTO SERVICE
BOUCHER CADILLAC GMC OF WAUKESHA	11/02/2017	\$ 682.31	PR AUTO SERVICE
BOUNDTREE MEDICAL	10/27/2017	\$ 79.85	FD EMS SUPPLIES
BOUNDTREE MEDICAL	10/26/2017	\$ 149.39	FD EMS SUPPLIES
BUMPER TO BUMPER HARTLAND	10/20/2017	\$ 94.67	PR FILTERS
BURKE TRUCK & EQUIPMENT	10/18/2017	\$ 727.92	HI VEHICLE SET UP
CHALLENGER BATTERY SERVICE	11/01/2017	\$ 400.00	FD BATTERIES
CINTAS FIRST AID	11/07/2017	\$ 77.69	PR BATTERIES
CINTAS FIRST AID	11/07/2017	\$ 41.72	PR EAR PLUGS
CINTAS FIRST AID	10/10/2017	\$ 102.48	HI FIRST AID SUPPLIES
COREY OIL	11/02/2017	\$ 3,783.28	HI DIESEL, GAS
DAVID & GOLIATH BUILDERS	10/30/2017	\$ 500.00	BI OCCUPANCY BOND RETURN
DIVERSIFIED BENEFIT SERVICES	11/01/2017	\$ 294.86	CT HEALTH REIMBURSEMENT

ACCOUNTS PAYABLE NOVEMBER 20, 2017			
Vendor Name	Document Date	Document Amount	Transaction Description
DODGE CONCRETE	10/10/2017	\$ 415.00	HI STONE
DWYER, CHARLIE	10/30/2017	\$ 204.37	BI MILEAGE
ELLIOTT ACE HARDWARE	10/20/2017	\$ 8.16	PR BOLTS
ELLIOTT ACE HARDWARE	11/07/2017	\$ 27.96	PR BLOWGUN
ELLIOTT ACE HARDWARE	10/31/2017	\$ 5.69	HI ADHESIVE
ELLIOTT ACE HARDWARE	10/30/2017	\$ 8.49	HI FLAG BRACKET
EMPATHIA, INC	11/01/2017	\$ 324.00	HR EAP SERVICES
FIRE SAFETY USA, INC.	10/31/2017	\$ 855.00	FD HELMETS
FIRNROHR, MARY	11/01/2017	\$ 140.00	PR CONTRACTED EMPLOYEE
FURST, MARTHA	11/01/2017	\$ 400.00	PR CONTRACTED EMPLOYEE
G&K SERVICES	10/30/2017	\$ 60.78	FD MATS
GENGLER, KATY	10/31/2017	\$ 46.67	PR CLASS SUPPLIES
GEO-SYNTHETICS	10/30/2017	\$ 104.43	PR INLET PROTECTION
GIBBS, JOHN	10/30/2017	\$ 546.24	BI MILEAGE
GILLUND ENTERPRISES	11/03/2017	\$ 229.20	PR FUEL STABILIZER
HALEN HOMES	10/30/2017	\$ 2,000.00	BI EROSION BOND RETURN
HENDRY, MARVIN	10/29/2017	\$ 16.27	FD CANDY FOR PUB ED
HUMPHREY SERVICE PARTS, INC	10/09/2017	\$ 3.35	HI OIL FILTER
HUMPHREY SERVICE PARTS, INC	10/09/2017	\$ 3.22	HI OIL FILTER
JEFFERSON FIRE & SAFETY, INC.	10/25/2017	\$ 25.98	FD FREIGHT CHARGES
JEFFERSON FIRE & SAFETY, INC.	10/23/2017	\$ 371.57	FD FIRE HOOKS
JEFFERSON FIRE & SAFETY, INC.	10/23/2017	\$ 7,754.89	FD FAN
JEFFERSON FIRE & SAFETY, INC.	10/25/2017	\$ 547.24	FD HOOKS
JEFFERSON FIRE & SAFETY, INC.	10/31/2017	\$ 10,391.00	FD NOZZLE, VALVES,
JEFFERSON FIRE & SAFETY, INC.	11/08/2017	\$ 4,301.00	FD KEYS
JENSEN EQUIPMENT	10/17/2017	\$ 31.36	HI PROPANE
JERRY'S AUTOMOTIVE SERVICE, INC	11/09/2017	\$ 112.50	FD OIL CHANGE
JK LAWN SERVICE	10/02/2017	\$ 505.00	FD LAWN CARE
JOERS, STACI	11/01/2017	\$ 396.00	PR CONTRACTED EMPLOYEE
JX ENTERPRISES, INC.	11/02/2017	\$ 2,799.99	HI ENGINE REPAIR
KAESTNER AUTO ELECTRIC CO.	10/18/2017	\$ 138.56	HI DRILL
KEN WEBER TRUCK SERVICE	10/31/2017	\$ 225.00	HI TOW
KINDERMUSIK AT BRIGHTRISING, LLC	10/02/2017	\$ 637.00	PR CONTRACTED EMPLOYEE
LANGE ENTERPRISES, INC	10/23/2017	\$ 282.91	BI TILES
LINCOLN CONTRACTORS	10/09/2017	\$ 97.79	HI PULL CRETE
MAAS BROS. CONSTRUCTION CO., INC.	10/31/2017	\$ 304,995.43	CT CITY HALL IMPROVEMENTS
MENARDS	11/02/2017	\$ 3.43	PR HOSE FITTINGS
MENARDS	11/01/2017	\$ 40.96	PR FURNACE FILTERS
MENARDS	11/02/2017	\$ 37.24	PR HOSE FITTINGS
MENARDS	11/07/2017	\$ 34.93	PR STORAGE BIN
MENARDS	10/30/2017	\$ 11.98	FD INDICATOR LED

ACCOUNTS PAYABLE NOVEMBER 20, 2017			
Vendor Name	Document Date	Document Amount	Transaction Description
MENARDS	10/26/2017	\$ 14.94	FD ECO LEMON
MENARDS	10/27/2017	\$ 14.58	FD FURRING
MENARDS	10/25/2017	\$ 29.08	FD TRIGGER
MENARDS	08/28/2017	\$ 29.35	HI COUPLER, CLEANERS
MENARDS	10/18/2017	\$ 119.93	HI NOZZLE, HOSE REEL,
MENARDS	10/19/2017	\$ 9.99	HI LEADER HOSE
MENARDS	10/24/2017	\$ 198.00	HI MARKER
MENARDS	09/29/2017	\$ 103.86	HI GROUT, TROWEL
MENARDS	09/26/2017	\$ 58.79	HI POST MOUNT
MENARDS	09/26/2017	\$ 27.98	HI BATTERIES
MENARDS	10/04/2017	\$ 36.69	HI DESIGNER STEEL
MENARDS	10/05/2017	\$ 18.78	HI HAMMERS
MENARDS	10/09/2017	\$ 44.45	HI BATTERIES
MENARDS	10/06/2017	\$ 61.39	HI GREASE FITTING
MID-AMERICAN RESEARCH CHEMICAL	10/20/2017	\$ 2,507.75	PR WEED KILLER
MID-AMERICAN RESEARCH CHEMICAL	10/18/2017	\$ 147.24	HI SPEED WIPES
MILLER-BRADFORD & RISBERG, INC	10/25/2017	\$ 275.00	PR BUCKET RENTAL
MILLER-BRADFORD & RISBERG, INC	10/23/2017	\$ 375.83	HI SKID STEER
MONFRE, JOSEPH	10/10/2017	\$ 125.00	HI BOOTS
OFFICE COPYING EQUIPMENT, LTD	10/30/2017	\$ 142.03	PR COPIES
OFFICE COPYING EQUIPMENT, LTD	10/30/2017	\$ 5.68	CT COPIER AGREEMENT
OFFICE COPYING EQUIPMENT, LTD	10/30/2017	\$ 43.77	CT COPIER COPIES
OFFICE DEPOT	10/31/2017	\$ 17.99	BI DESKPAD
OFFICE DEPOT	10/31/2017	\$ 51.77	BI DESKPADS
OFFICE DEPOT	10/19/2017	\$ 6.68	BI CORRECTION FLUID
OFFICE DEPOT	11/02/2017	\$ 70.54	CT TONER
OFFICE DEPOT	10/20/2017	\$ (32.96)	FD CREDIT
OFFICE DEPOT	10/31/2017	\$ 31.50	FD OFFICE SUPPLIES
OFFICE DEPOT	10/26/2017	\$ 188.85	FD OFFICE SUPPLIES
PAUL CONWAY SHIELDS	11/01/2017	\$ 86.00	FD PASSPORT SHIELD
PAYNE & DOLAN	10/19/2017	\$ 461.25	HI STONE
PEWAUKEE, VILLAGE OF	11/08/2017	\$ 1,741.16	CT OCT INCOME SPLIT
PEWAUKEE, VILLAGE OF	10/30/2017	\$ 23,243.69	CT EMS COLLECTION
PREMIUM WATERS, INC	11/06/2017	\$ 13.25	PR SHOP WATER
PREMIUM WATERS, INC	10/23/2017	\$ 27.50	HI SHOP WATER
PREMIUM WATERS, INC	10/09/2017	\$ 27.50	HI SHOP WATER
R.A. SMITH & ASSOC., INC.	11/01/2017	\$ 162.50	PR PROFESSIONAL SERVICES
RALLYE PRODUCTIONS, INC	09/01/2017	\$ 25.00	SH AWARDS
REINDERS BROTHERS, INC.	10/30/2017	\$ 594.11	PR REPAIR TORO
REINDERS BROTHERS, INC.	10/26/2017	\$ 1,780.01	PR PARTS
RITEWAY BUS SERVICE	10/31/2017	\$ 135.00	CT CITY WIDE BUS TRIP

ACCOUNTS PAYABLE NOVEMBER 20, 2017			
Vendor Name	Document Date	Document Amount	Transaction Description
RITTER TECHNOLOGY, LLC	10/26/2017	\$ 9.85	HI STR THR W/O RIN
RITTER TECHNOLOGY, LLC	10/04/2017	\$ 77.26	HI FITTING ASSY
ROMENS, RANDY	10/31/2017	\$ 479.90	BI MILEAGE
RUSSO, DAVE & KORRIN	10/31/2017	\$ 2,000.00	BI EROSION BOND RETURN
RYNDERS, MICHAEL	10/23/2017	\$ 75.00	PR SAFETY BOOTS
SERWE IMPLEMENT MUNICIPAL SALES	10/06/2017	\$ 292.48	HI TIE ROD ROLLER
SHEEHY, JAMES COLLEEN	10/31/2017	\$ 2,000.00	BI EROSION BOND RETURN
SHIELD SOLUTIONS	11/08/2017	\$ 260.00	FD WASH TURNOUT GEAR
SOFT WATER, INC.	10/31/2017	\$ 37.50	FD SOLAR SALT
SOFT WATER, INC.	10/31/2017	\$ 30.00	FD SOLAR SALT
TIM O'BRIEN HOMES	10/31/2017	\$ 2,000.00	BI EROSION BOND RETURN
TIM O'BRIEN HOMES	10/31/2017	\$ 2,000.00	BI EROSION BOND RETURN
TIM O'BRIEN HOMES	10/31/2017	\$ 500.00	BI OCCUPANCY BOND RETURN
TIRES PLUS	10/29/2017	\$ 879.84	FD TIRES
U.S. HEALTHWORKS	10/27/2017	\$ 38.00	HR DRUG TESTING
WAUKESHA CO TREASURER	11/03/2017	\$ 90.00	PR TREE CLIMBING CLASS
WAUKESHA LIME & STONE CO.	10/12/2017	\$ 78.30	HI STONE
WAUKESHA LIME & STONE CO.	10/05/2017	\$ 418.65	HI STONE
WAUKESHA PHARMACY	10/31/2017	\$ 848.57	FD EMS SUPPLIES
WE ENERGIES	10/27/2017	\$ 58.74	PR ELECTRIC BILL
WI LEGAL BLANK CO., INC.	11/02/2017	\$ 49.95	BI BUSINESS CARDS
WI LEGAL BLANK CO., INC.	11/02/2017	\$ 297.90	BI STICKERS
TOTAL 11/13/17		\$ 398,935.78	

Vendor Name	Document Date	Document Amount	Transaction Description
ANDRZEJEWSKI, LYNN & BALCEROWSKI, K	11/15/2017	\$ 18.00	CT STORMWATER CREDIT
BARWINSKI D & SCHLEICHERT L	11/15/2017	\$ 38.40	CT STORMWATER OVERPMT
BOGUMILL, LEO & LAVERNE	11/15/2017	\$ 18.00	CT STORMWATER CREDIT
BRIERTON, DENNIS & NANCY	11/15/2017	\$ 9.00	CT STORMWATER CREDIT
BROZYNSKI, GERALD & PAULA	11/15/2017	\$ 52.80	CT STORMWATER CREDIT
DETHLOFF, STEVEN & VIVIAN	11/15/2017	\$ 13.50	CT STORMWATER CREDIT
DOERING, JAMES & TRACI	11/15/2017	\$ 10.00	CT STORMWATER/GARBAGE REFUND
EGGERT, HELEN	11/15/2017	\$ 18.00	CT STORMWATER CREDIT
ESTATE OF JILL SPANBAUER	11/15/2017	\$ 76.80	CT STORMWATER OVERPMT
FUCHS, JOHN	11/15/2017	\$ 18.00	CT STORMWATER CREDIT
GOLKE, GERALD & ANN	11/15/2017	\$ 62.40	CT STORMWATER CREDIT
HILL-CLAUTIER, MELISSA & ERNESTO JR	11/15/2017	\$ 3.00	CT STORMWATER GARBAGE OVERPMT
HONL, COREY & DEBRA	11/15/2017	\$ 27.06	CT STORMWATER CREDIT
HOOYMAN, JOHN	11/15/2017	\$ 9.00	CT GARBAGE OVERPMT
KABRICH, DORA	11/15/2017	\$ 27.06	CT STORMWATER CREDIT
KIMBO, JIMMY & TRACY	11/15/2017	\$ 27.06	CT STORMWATER REFUND

ACCOUNTS PAYABLE NOVEMBER 20, 2017			
Vendor Name	Document Date	Document Amount	Transaction Description
KOLAFA, THOMAS & HELEN	11/15/2017	\$ 13.50	CT STORMWATER CREDIT
KOPLIEN, CRAIG	11/15/2017	\$ 10.00	CT SW OVERPMT
LAMBERT, VINCENT & GIRAUD, SEVERINE	11/15/2017	\$ 27.06	CT STORMWATER CREDIT
LANG, BRIAN WADE & CECILIA ANN LANG	11/15/2017	\$ 27.06	CT STORMWATER CREDIT
LARKIN, RICHARD & CAROLYN	11/15/2017	\$ 23.40	CT STORMWATER CREDIT
LOEW, JOHN & VERBOOMEN, PAULA	11/15/2017	\$ 27.06	CT STORMWATER CREDIT
MARCHESE, SALVATORE & GRAZIELLA	11/15/2017	\$ 9.00	CT GARBAGE OVERPMT
NICHOLAS-GROVES, MARIA & GROVES, G	11/15/2017	\$ 62.40	CT STORMWATER OVERPMT
OLINGER, CRAIG & TRISH	11/15/2017	\$ 27.06	CT STORMWATER CREDIT
PETERSON, GARY & MARY	11/15/2017	\$ 27.06	CT STORMWATER CREDIT
POUSSARD, MARTIN	11/15/2017	\$ 132.00	CT STORMWATER GARBAGE REFUND
POELZER, THOMAS & SALLY	11/15/2017	\$ 27.06	CT STORMWATER CREDIT
RETFERD, DAVID & CINDY	11/15/2017	\$ 132.00	CT SWG/OVERPMT
RITCHIE, KIP & NANCY	11/15/2017	\$ 27.06	CT STORMWATER REFUND
SANDVIK, THOMAS & NICOLE	11/15/2017	\$ 27.06	CT STORMWATER CREDIT
SCHULTZ, LYNN	11/15/2017	\$ 18.00	CT STORMWATER CR
STADING, NATHAN & KATHRYN	11/15/2017	\$ 27.06	CT STORMWATER REFUND
STAHULAK, JAMIE & ANDREA	11/15/2017	\$ 27.06	CT STORMWATER REFUND
SWENBY, GLEN & KATHLEEN	11/15/2017	\$ 135.00	CT GARBAGE REFUND
TINTI, CYNTHIA	11/15/2017	\$ 27.06	CT STORMWATER GARBAGE REFUND
WE ENERGIES	11/15/2017	\$ 5,304.00	CT STORMWATER DUP PMT
WOLF, TIM & RESZCZYNSKI, TERRIE	11/15/2017	\$ 62.40	CT STORMWATER CREDIT
WOZNIAK, MARK & LISA	11/15/2017	\$ 52.80	CT STORMWATER GARBAGE REF
TOTAL 11/15/17		\$ 6,680.24	

City & WS Accounts Payable for:

12/4/2017

Vendor Name	Document Date	Document Amount	Transaction Description
BIELEJESKI, EVELYN	11/17/2017	\$333.74	MUNI COURT SEM MILEAGE REIMB
NELSON, KATHLEEN	11/17/2017	\$337.44	MUNI COURT SEM MILEAGE REIMB
VICK, BARBARA	11/17/2017	\$316.94	MUNI COURT SEM MILEAGE REIMB
CLINKENBEARD, HARLAN	11/21/2017	\$4,400.00	PLANNER WAGES
DIGGERS HOTLINE	10/31/2017	\$133.20	DIGGER HOTLINE TICKETS
JENSEN EQUIPMENT	11/8/2017	\$19.24	WHEEL CUTOFF
JENSEN EQUIPMENT	11/9/2017	\$30.00	BOMBER JACKET
MENARDS	11/6/2017	\$35.08	PVC HOSE/CLAMP
OFFICE DEPOT	11/8/2017	\$173.35	PAPER/SHREDDER
OFFICE DEPOT	10/31/2017	\$66.98	FOLDERS/PAPER
RUEKERT & MIELKE, INC.	11/10/2017	\$39,861.69	CH ELEVATED TANK
RUEKERT & MIELKE, INC.	11/10/2017	\$5,029.50	WELL 1 RADIUM REMEDIATION
RUEKERT & MIELKE, INC.	11/10/2017	\$178.72	SCADA SERVICES WORK
RUEKERT & MIELKE, INC.	11/10/2017	\$262.50	BLUEMOUND/WAMSER RD UTIL EXT
VERIZON	11/1/2017	\$162.39	CELL SERVICE
		<u>\$51,340.77</u>	

<u>Individual Name</u>	<u>Establishment Name</u>	<u>Type</u>
Zehner, Brenda R.	Wonderland Tap	New

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

DATE: December 4, 2017

DEPARTMENT: Clerk/Treasurer

PROVIDED BY: Kelly Tarczewski, Clerk / Treasurer

SUBJECT:

Approval of ***Resolution 17-12-16*** Appointing Poll Workers

BACKGROUND:

See Attachment

FINANCIAL IMPACT:

See Attachment

RECOMMENDED MOTION:

to approve as a part of the Consent Agenda

ATTACHMENTS:

Description

Resolution 17-12-16

RESOLUTION 17-12-16

A RESOLUTION TO APPOINT ELECTION OFFICIALS TO THE CITY OF PEWAUKEE

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

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

CHIEF INSPECTORS

<i>Kowalewski, Karen</i>	<i>Eichenseer, Jim</i>	<i>LaPorta, Charlene</i>
<i>Robinson, Gwenn</i>	<i>Ruf, Sally</i>	<i>Consigny, Barb (R)</i>
<i>Gilpin, Don</i>	<i>Beier, Melissa</i>	

ELECTION INSPECTORS

<i>Armao, Sharon</i>	<i>Briley, Dennis</i>	<i>Jurik, Karen</i>
<i>Brester, Gloria</i>	<i>Brooks, Ray (R)</i>	<i>Lucht, Robert</i>
<i>Freyer, Janet</i>	<i>DeCoste, Phyllis</i>	<i>Lucht, Donna (R)</i>
<i>Guidinger, Lois</i>	<i>Eichenseer, Gail</i>	<i>Pascucci, Greg (R)</i>
<i>Jerke, Marianne (R)</i>	<i>Malquist, Darryl</i>	<i>Tormey, Kay</i>
<i>Johnson, Beverly</i>	<i>Meyers, Ann (D)</i>	<i>Ziegert, Jim</i>
<i>Klein, Deanna</i>	<i>Names, Joseph</i>	<i>Bernards, Ray</i>
<i>Thomas, Elnetta</i>	<i>Names, Marilyn</i>	<i>Blankenheim, Kay</i>
<i>Murphy, Geraldine (R)</i>	<i>Orlovsky, Arline</i>	<i>Cadwell, Carol</i>
<i>Robinson, Reece</i>	<i>Orlovsky, Richard</i>	<i>Herr, Janet</i>
<i>Rogers, Samuel</i>	<i>Praeger, Diane</i>	<i>Larson, Mary (R)</i>
<i>Rogers, Shirley</i>	<i>Praeger, Janet</i>	<i>Meylor, Joseph</i>
<i>Slesar, Paula (R)</i>	<i>Smiley, Laura</i>	<i>Moore, Dona</i>
<i>Tharman, Judy</i>	<i>Smith, George</i>	<i>Palmer, Carol</i>
<i>Thomas, Brian</i>	<i>Smith, Nina</i>	<i>Rogahn, Shirley</i>
<i>Weber, Susan</i>	<i>Zietara-Nowakowski, Nina</i>	<i>Siegert, Susan</i>
<i>Weber, Roger</i>	<i>Rankel, James (R)</i>	<i>Botic, Trudy</i>
<i>Caraulia, Cheryl</i>	<i>Brown, Carolyn</i>	<i>Karpfinger, Barbara</i>
<i>Yeko Cheryl</i>	<i>Crandall, Rollie</i>	<i>Pfeiffer, Richard</i>
<i>Quinn, Kathleen</i>	<i>Darin, Patty</i>	<i>Pfeiffer, Sandie</i>
<i>Quinn, Thomas</i>	<i>Dietz, Mary</i>	<i>Severson, Bill</i>
<i>Foster, Lisa</i>	<i>Gleason, Robin</i>	<i>Hakami, Malekeh</i>
<i>Heaton, Thomas</i>	<i>Huschka, Judy</i>	<i>Kaine, Dawn</i>
<i>McMullen, Elizabeth</i>	<i>Molenda, Julie Ann</i>	<i>Neitzel, Don</i>
<i>Pereira, Robert</i>	<i>Peterson, Mary</i>	<i>Phillips, Karen</i>
<i>Toepel, Sue</i>	<i>Vandezande, Patricia</i>	<i>Weis, Darlene</i>
<i>Wimmer, Lisa</i>	<i>Wroblewski, Sue</i>	

BOARD OF CANVASSERS

<i>Beier, Melissa</i>	<i>Ruf, Sally</i>	<i>Pascucci, Greg (R)</i>
	<i>Robinson, Gwenn</i>	

CENTRAL COUNT

<i>Bierce, Kevin</i>	<i>Ruf, Sally</i>	<i>Pascucci, Greg (R)</i>
<i>Krumenacher, Karen</i>	<i>Praeger, Janet</i>	<i>Bierce, Steve</i>
<i>Dale Noll</i>	<i>Cheri Enters</i>	<i>Kiser, Kim</i>
	<i>Molly Hollmann</i>	

SPECIAL ELECTION DEPUTIES

<i>Kelly Tarczewski - Clerk/Treasurer</i>	<i>Kayla Haack - Deputy Treasurer</i>	<i>Sazama, Carol - Accountant</i>
<i>Hurd, Ami - Deputy Clerk</i>	<i>Brooks, Ray (R)</i>	<i>Robinson, Gwenn</i>
	<i>Coen, Geri - Admin Clerk</i>	

SECTION 3: EFFECTIVE DATE.

This resolution shall take effect immediately upon passage as provided by law.

Dated this 4th day of December, 2017.

CITY OF PEWAUKEE

Steve Bierce, Mayor

ATTEST:

Kelly Tarczewski, Clerk/Treasurer

**CITY OF PEWAUKEE
COMMON COUNCIL AGENDA ITEM 3.5**

DATE: December 4, 2017

DEPARTMENT: PRCS - Planning

PROVIDED BY: Plan Commission 11/16/2017

SUBJECT:

Concur with the Plan Commission (11/16/2107) Approve ***Ordinance 17-11*** Rezoning the Gene Brittain Property Located at the Intersection of Bluemound Road and STH 16 at Morris Street From RD-2 Two-Family Residential to RS-3 Single-Family Residential (PWC 0925-994-002 & PWC 0925-994-003) (***Second Reading***)

BACKGROUND:

Minutes not available, meeting audio available online :
<https://pewaukee.novusagenda.com/AgendaPublic/VODPreview.aspx?meetingVideoID=3358da62-43fc-4068-94c8-3a89a3490041>

FINANCIAL IMPACT:

See Background

RECOMMENDED MOTION:

to approve as a part of the Consent Agenda

or

to Concur with the Plan Commission (11/16/2107) Approve ***Ordinance 17-11*** Rezoning the Gene Brittain Property Located at the Intersection of Bluemound Road and STH 16 at Morris Street From RD-2 Two-Family Residential to RS-3 Single-Family Residential (PWC 0925-994-002 & PWC 0925-994-003)

ATTACHMENTS:

Description

Resolution 17-11

STATE OF WISCONSIN

CITY OF PEWAUKEE

WAUKESHA COUNTY

ORDINANCE 17-11

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

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

FROM: **RD-2 Two-Family Residential**

TO: **RS-3 Single-Family Residential**

SECTION 1 - DESCRIPTION

The following described property:

PWC 0925-994-002: Lot 1 Certified Survey 11369 Volume 112/292 Rec as Document #4173768 PT NE ¼ Sec 16 T7N R19E. Document #4155528 & Document #4193007. .570 acres.

PWC 0925-994-003: Lot 2 Certified Survey 11369 Volume 112/292 Rec as Document #4173768 PT NE ¼ Sec 16 T7N R19E. Document #4155528 & Document #4193007. .460 acres.

Common Description: Vacant Lands on Bluemound Road

Tax Key Number: PWC 0925-994-002 & PWC 0925-994-003

SECTION 2 –SEVERABILITY

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

SECTION 3 - ACTION

This Ordinance shall take effect upon passage and posting.

Dated this 4th day of December, 2017

COMMON COUNCIL OF THE CITY OF PEWAUKEE
WAUKESHA COUNTY, WISCONSIN

Attest:

Steve Bierce, Mayor

Kelly Tarczewski, Clerk/Treasurer

**CITY OF PEWAUKEE
COMMON COUNCIL AGENDA ITEM 3.6**

DATE: December 4, 2017

DEPARTMENT: PRCS - Planning

PROVIDED BY: Plan Commission 11/16/2017

SUBJECT:

Concur with Plan Commission (11/16/2017) and Approve the 2050 Land Use / Transportation Plan for the Quarry Neighborhood (Map 9)

BACKGROUND:

Minutes not available, meeting audio available online :
<https://pewaukee.novusagenda.com/AgendaPublic/VODPreview.aspx?meetingVideoID=3358da62-43fc-4068-94c8-3a89a3490041>

FINANCIAL IMPACT:

See Background

RECOMMENDED MOTION:

to approve as a part of the Consent Agenda

ATTACHMENTS:

Description
Quarry Neighborhood Plan
Neighborhood Map

9 – QUARRY NEIGHBORHOOD 2050 Land Use/Transportation Plan

General Description. This neighborhood lies in the SE quadrant of the City and encompasses that portion of U.S. Public Land Survey Section 23 south of I-94, all of Section 26 within the City and all of Section 35 within the City. (*Please see Map No. 9*). The neighborhood is bounded on the north by I-94; on the east by the section line between Section 25 and 26; on the south by the City's mutual boundary with the City of Waukesha; and, on the west by the City's mutual boundary with the City of Waukesha and Pewaukee Road (CTH J). The area of the neighborhood is approximately 1.17 square miles. Bluemound Road (CTH JJ) traverses the middle of the neighborhood in an east-west direction, cutting the neighborhood in two almost equal halves. Redford Boulevard (CTH F) and the paralleling Illinois-Fox River and Canadian National (CN)/Wis. Central LTD Railroad traverse the neighborhood in a NE/SW direction, dividing the neighborhood into east and west parts. The topography can be described as rolling. Public sanitary sewerage service in this neighborhood is purchased by the City from the City of Waukesha.

Existing Land Uses. The half of the neighborhood lying south of Bluemound Road (CTH JJ) consists of a few small retail and office uses along Bluemound Road; a medium density single-family residential subdivision developed in the 1950's - 1960's; a very large and very deep inactive stone quarry along the west side of CTH F; another very large, very deep active stone quarry along the east side of the CN Railroad; and, a long, narrow area of flood lands and wetlands along the Illinois-Fox River which flows southerly between CTH F and the CN railroad tracks.

TABLE 9

LAND USE	2015	2035 PLAN*	2050 PLAN
Residential <i>Dwelling Units (D.U.'s)</i> <i>Population</i>	89.2 acres <i>100</i> <i>250</i>	128.9 acres <i>179</i> <i>448</i>	128.9 acres <i>179</i> <i>448</i>
Commercial	53.7 acres	53.7 acres	61.1 acres
Industrial	239.5 acres	120.5 acres	113.1 acres
Institutional / Governmental	0.0 acres	0.0 acres	0.0 acres
Transportation <i>Streets & Highways**</i> <i>Railroads (CN / Wis. Central LTD)</i>	97.4 acres <i>(75.2 acres)</i> <i>(22.2 acres)</i>	102.0 acres <i>(79.8 acres)</i> <i>(22.2 acres)</i>	102.0 acres <i>(79.8 acres)</i> <i>(22.2 acres)</i>
Public & Private Park/Recreation	0.0 acres	114.5 acres	114.5 acres
Floodplains, Wetlands, Water & Open Space	231.4 acres	231.4 acres	231.4 acres
Developable Land (Primarily Agriculture)	39.8 acres	0.0 acres	0.0 acres
Total Neighborhood Area	751.0 acres <i>(1.17 sq. miles)</i>	751.0 acres	751.0 acres

** Adopted 2035 Plan Data Presented for Comparison Purposes.*

***Includes 53.6 acres of County and State arterial streets and highways.*

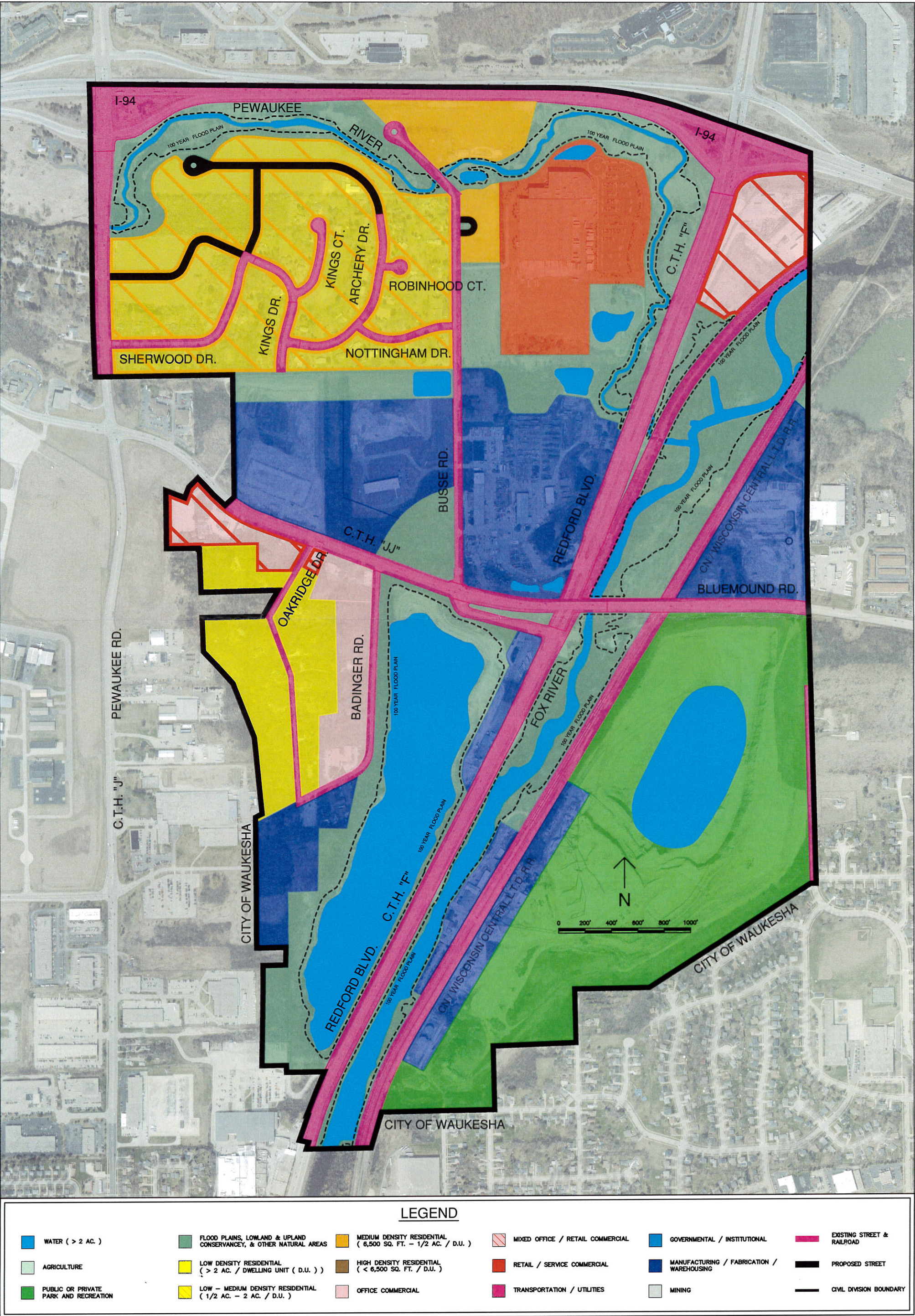
Within the half of the neighborhood north of Bluemound Road and west of Busse Road are three, relatively new industrial buildings and east of Busse Road is an older work shop and equipment storage area for the owners of the two quarries. East of CTH F (Redford Boulevard), the Illinois-Fox River and the CN Railroad line is an old industrial area being converted to a large asphalt producing plant. North of these industrial uses and south of I-94 is an older single-family residential subdivision (1950 - 1960), Sherwood Forest, a large furniture store and a retail/wholesale business which lies adjacent to the east side of CTH F. The Pewaukee River runs in a west to east direction along the south side of I-94 and connects to the Illinois-Fox River roughly 1/3 of a mile south of I-94 and east of CTH F. In 2015 there was only about 40 acres of developable land remaining in the neighborhood.

Proposed 2050 Land Use/Transportation. There is almost no change between the 2035 Plan adopted in 2012 and the 2050 Plan. (See Table 9). The detailed long-range Quarry Neighborhood Plan for 2050 depicted on Map No. 9 proposes that all flood lands and wetlands within the neighborhood be retained in their natural state and that both large quarries be converted to surface water retention or recreational use when quarrying is terminated. It is proposed that all other existing land uses be continued and that the few developable lands north of Bluemound Road (CTH JJ) be developed for low-medium and medium density residential purposes. It is also proposed that public sanitary sewerage and public water supply facilities be extended throughout the neighborhood within the next 33 years. All streets and highways within and bordering the neighborhood will remain with possible additions to right-of-way width as shown on the City Official Map. All new development will be served by public streets as shown in black on Map No. 9.

This 2050 Quarry Neighborhood Land Use/Transportation Plan is an update and slight revision of the 2035 Quarry Neighborhood Plan adopted in 2012. After public hearing, the 2050 Plan was adopted by the City Plan Commission on November 16, 2017 and by the City Common Council on _____, 2017 as a major part of the City's Comprehensive Plan for 2050.

HEC/17

MAP NO.9
QUARRY NEIGHBORHOOD PLAN - 2050



**CITY OF PEWAUKEE
COMMON COUNCIL AGENDA ITEM 3.7**

DATE: December 4, 2017

DEPARTMENT: PRCS - Planning

PROVIDED BY: Plan Commission 11/16/2017

SUBJECT:

Concur with the Plan Commission (11/16/2017) to Approve the 2050 Land Use / Transportation Plan for the Office / Industrial Neighborhood (Map 10)

BACKGROUND:

Minutes not available, meeting audio available online :
<https://pewaukee.novusagenda.com/AgendaPublic/VODPreview.aspx?meetingVideoID=3358da62-43fc-4068-94c8-3a89a3490041>

FINANCIAL IMPACT:

See Background

RECOMMENDED MOTION:

to approve as a part of the Consent Agenda

ATTACHMENTS:

Description

Neighborhood Plan

Neighborhood Map

10 – OFFICE/INDUSTRIAL NEIGHBORHOOD 2050 Land Use/Transportation Plan

General Description. This almost completely developed neighborhood lies in the east-central area of the City and encompasses almost all of U.S. Public Land Survey Sections 14 and 23, all within the City. (*Please see Map 10 and Table 10*). The neighborhood is bounded on the north by the Canadian Pacific (CP) Railroad tracks; on the east by Redford Boulevard (CTH F); on the south by I-94; and, on the west by Pewaukee Road (STH 164). The large neighborhood has an area of 1.74 square miles. Watertown Road (CTH M) traverses the neighborhood in a NW/SE direction dividing the neighborhood into two large areas with about 40 percent of the neighborhood lying north of Watertown Road. Stoneridge Drive traverses the extreme southern area of the neighborhood in an east-west direction. Paul Road traverses the northern quarter of the neighborhood in an east-west direction paralleling Watertown Road. The topography can be described as rolling.

TABLE 10

LAND USE	2015	2035 PLAN*	2050 PLAN
Residential <i>Dwelling Units (D.U. 's)</i> <i>Population</i>	22.1 acres 29 73	36.1 acres 61 153	36.1 acres 61 153
Commercial	165.2 acres	168.9 acres	168.9 acres
Industrial	448.3 acres	448.3 acres	448.3 acres
Institutional / Governmental	17.1 acres	17.1 acres	17.1 acres
Transportation <i>Streets & Highways**</i> <i>Railroads (CP)</i>	125.5 acres (119.6 acres) (5.9 acres)	128.0 acres (122.1 acres) (5.9 acres)	128.0 acres (122.1 acres) (5.9 acres)
Public & Private Park/Recreation (Gun Club)	65.2 acres	65.2 acres	65.2 acres
Floodplains, Wetlands, Water & Open Space	247.4 acres	247.4 acres	247.4 acres
Developable Land (Primarily Agriculture)	20.2 acres	0.0 acres	0.0 acres
Total Neighborhood Area	1,111.0 acres (1.74 sq. miles)	1,111.0 acres	1,111.0 acres

** Adopted 2035 Plan Data Presented for Comparison Purposes.*

***Includes 73.3 acres of County and State arterial streets and highways.*

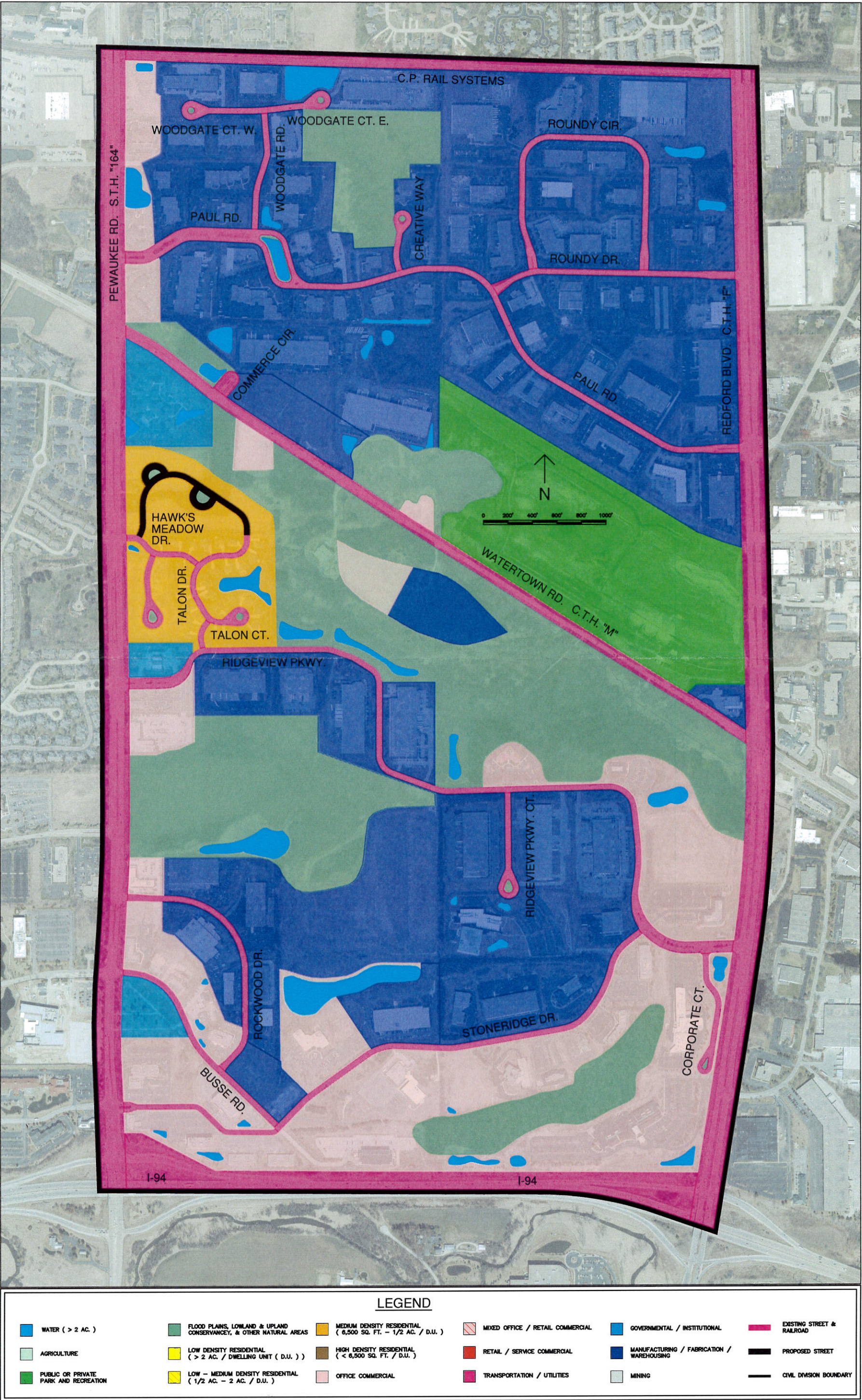
Existing Land Uses. Except for a large private gun club, a small upland conservancy area and two small wetlands, the area north of Watertown Road is fully developed as office-industrial “parks”. The portion of the neighborhood lying south of Watertown Road encompasses a small nursing home, a medical out-patient clinic, the City’s Central Fire Station and a large developed office-industrial complex. There is also a small area of undeveloped developable land abutting Pewaukee Road and a few vacant platted parcels in the office-industrial area. (*See Map 10 and Table 10*).

Proposed 2050 Land Use/Transportation. The detailed long-range Office/Industrial Neighborhood Plan for 2050 depicted on Map No. 10 proposes that all lowland and upland conservancy areas be retained in a natural state and the small area of developable land abutting Pewaukee road be developed as medium density residential use within the next 25 years. The remainder of the neighborhood is either already developed or under development as office or limited industrial uses and it is proposed that such uses remain. Should the private gun club decide to develop or sell their land for development, it is proposed that the portion of the gun club land that is developable be converted to office/industrial uses. All existing streets and highways within and bordering the neighborhood should remain and, if necessary, be expanded as shown on the City Official Map. Proposed new streets are shown as black on Map No. 10. It can be expected that mass transit service will be routed along the main arterial streets when warranted in the next 25 years.

This 2050 Office/Industrial Neighborhood Land Use/Transportation Plan is an update and revision of the 2035 Office/Industrial Neighborhood Plan adopted in 2012. After public hearing, this 2050 Plan was adopted by the City Plan Commission on November 16, 2017 and by the City Common Council on _____, 2017 as a major part of the City's Comprehensive Plan for 2050.

HEC/17

MAP NO. 10
OFFICE/ INDUSTRIAL NEIGHBORHOOD PLAN - 2050



**CITY OF PEWAUKEE
COMMON COUNCIL AGENDA ITEM 3.8**

DATE: December 4, 2017

DEPARTMENT: PRCS - Planning

PROVIDED BY: Plan Commission 11/16/2017

SUBJECT:

Concur with the Plan Commission (11/16/2017) and Approve the 2050 Land Use / Transportation Plan for the City Center Neighborhood (Map 11)

BACKGROUND:

Minutes not available, meeting audio available online :
<https://pewaukee.novusagenda.com/AgendaPublic/VODPreview.aspx?meetingVideoID=3358da62-43fc-4068-94c8-3a89a3490041>

FINANCIAL IMPACT:

See Background

RECOMMENDED MOTION:

to approve as a part of the Consent Agenda

ATTACHMENTS:

Description

Neighborhood Plan

Neighborhood Map

11 – CITY CENTER NEIGHBORHOOD 2050 Land Use/Transportation Plan

General Description. This neighborhood lies in the central area of the City and encompasses all of U.S. Public Land Survey Sections 15 and 22 lying east of the Pewaukee River and north of I-94. (*Please see Map No. 11*). The neighborhood is bounded on the north by the section line between Section 10 and Section 15 and the City's mutual boundary with the Village of Pewaukee; on the east by Pewaukee Road (STH 164); on the south by I-94; and, on the west by the Pewaukee River. The neighborhood has an area of 1.09 square miles. The Canadian Pacific (CP) Railroad separates the seven acre City Hall Campus from the rest of the neighborhood to the south. Both the railroad and Watertown Road (CTH M) traverse the NE corner of the neighborhood in a NW/SE direction. The topography can be described as rolling.

Existing Land Uses. Existing land uses in the neighborhood area lying north of Watertown Road include the Pewaukee City Hall campus, an Episcopal church, a small office development, a small wetland and large industrial/utility storage and service center development that covers about three-quarters of the area north of Watertown Road. The northern two-thirds of the neighborhood area lying south of Watertown road includes a very large area of Pewaukee River floodplain and adjoining wetlands, a large medium to high density multi-family residential development (Avondale) and about 37 acres of undeveloped developable land abutting the south side of Watertown Road. (*Please see Map 11 and Table 11*). Most of the river floodplain area and adjoining wetlands are owned by Waukesha County as a part of a future Pewaukee River Parkway. Land use in the southern one-third of the neighborhood south of Watertown Road include a large office development and a medium sized retail development that includes two hotels, two restaurants and a gas station/mini-mart.

TABLE 11

LAND USE	2015	2035 PLAN*	2050 PLAN
Residential <i>Dwelling Units (D.U.'s)</i> <i>Population</i>	161.8 acres 948 1,896	189.0 acres 1,024 2,086	189.0 acres 1,024 2,086
Commercial	131.7 acres	136.4 acres	136.4 acres
Industrial	52.4 acres	52.4 acres	52.4 acres
Institutional / Governmental	14.3 acres	14.3 acres	14.3 acres
Transportation <i>Streets & Highways**</i> <i>Railroad (CP)</i>	55.6 acres (50.5 acres) (5.1 acres)	56.9 acres (51.8 acres) (5.1 acres)	56.9 acres (51.8 acres) (5.1 acres)
Public & Private Park/Recreation	0.0 acres	0.0 acres	0.0 acres
Floodplains, Wetlands, Water & Open Space	246.6 acres	246.6 acres	246.6 acres
Developable Land (Primarily Agriculture)	37.2 acres	0.0 acres	0.0 acres
Total Neighborhood Area	695.6 acres (1.09 sq. mile)	695.6 acres	695.6 acres

** Adopted 2035 Plan Data Presented for Comparison Purposes.*

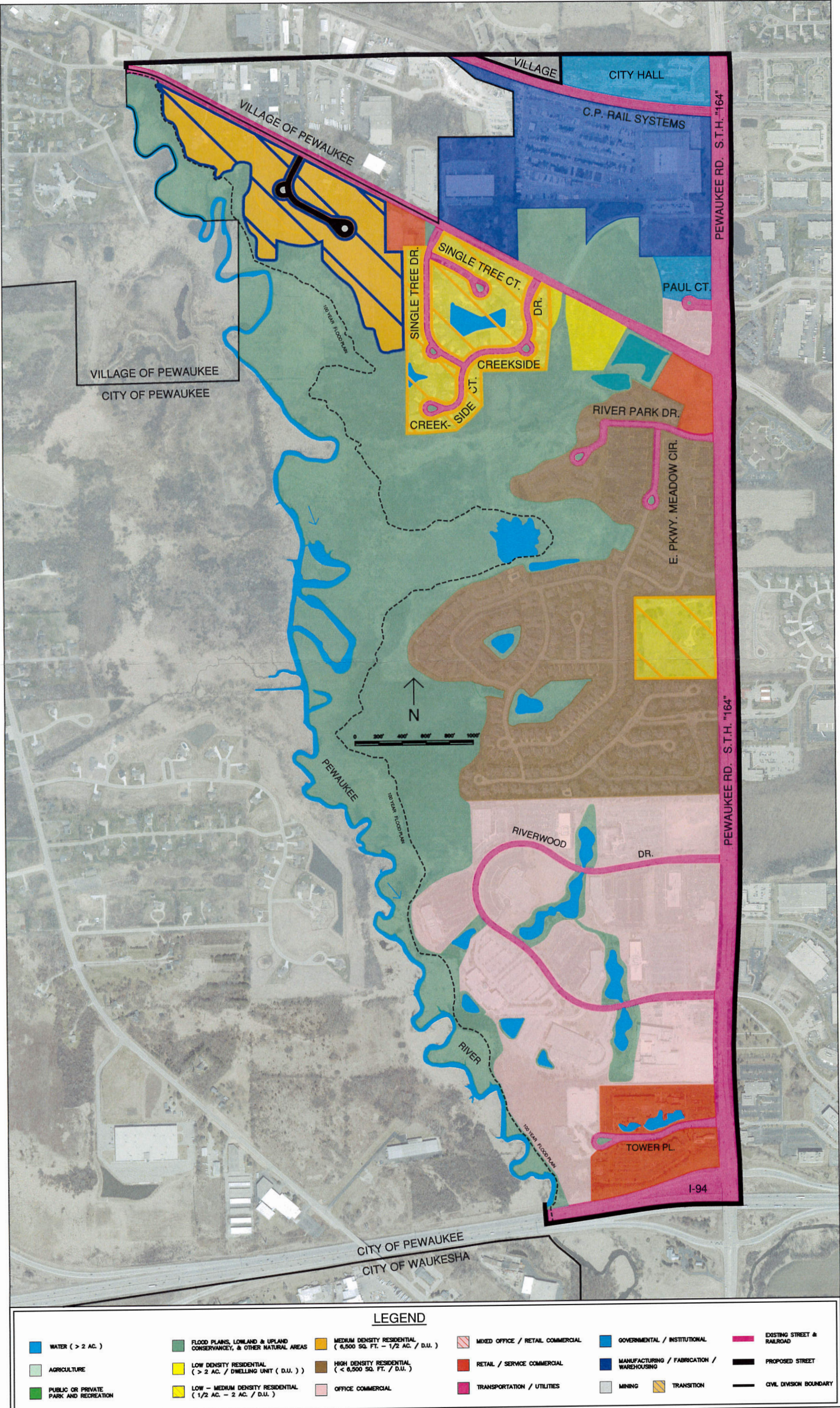
***Includes 34.4 acres of County and State arterial streets and highways.*

Proposed 2050 Land Use/Transportation. The only change between the 2035 Land Use/Transportation Plan adopted in 2012 and the proposed 2050 Plan described and shown herein is that the 37 acres of developable land noted on Table 11 is shown on the 2050 Plan as a transitional land area that could be developed as either residential or industrial due to the land uses adjoining the 37 acres. The detailed long-range City Center 2050 Neighborhood Plan depicted on Map No. 11 like the 2035 Plan proposes that all existing floodplains and wetlands be preserved in a natural state and all existing streets and highways be retained. It is further proposed that any developable lands lying north of Watertown Road be developed for office or industrial use; and, all developable land lying within Section 15 south of Watertown Road be developed for either medium density residential development or industrial use. (Table 11 tabulates acreage increase and related dwelling unit and population increases based on the land being developed as residential). Some existing streets and County and State Trunk Highways within and bordering the neighborhood may require additional right-of-way, as shown on the City Official Map. Any new development will require new public streets as shown in black on Map no. 11. It is expected that sometime in the next 25 years mass transit service will be routed along Pewaukee and Watertown Roads.

This 2050 City Center Neighborhood Land Use/Transportation Plan is an update and revision of the 2035 City Center Neighborhood Plan adopted in 2012. After public hearing, this 2050 Plan was adopted by the City Plan Commission on November 16, 2017 and by the City Common Council on ____, 2017 as a major part of the City's Comprehensive Plan for 2050.

HEC/17

MAP NO. 11
CITY CENTER NEIGHBORHOOD PLAN - 2050



**CITY OF PEWAUKEE
COMMON COUNCIL AGENDA ITEM 3.9**

DATE: December 4, 2017

DEPARTMENT: PRCS - Planning

PROVIDED BY: Plan Commission 11/16/2017

SUBJECT:

Concur with the Plan Commission (11/16/2017) and Approve Certified Survey Map PC #171019-3 for Payne & Dolan / Waukesha Lime & Stone for a Combination of Properties on Bluemound Road for a New Asphalt Plant (PWC 0962-995-006 & 007, PWC 0968-998 & 999, PWC 0968-994-001)

BACKGROUND:

Minutes not available, meeting audio available online :
<https://pewaukee.novusagenda.com/AgendaPublic/VODPreview.aspx?meetingVideoID=3358da62-43fc-4068-94c8-3a89a3490041>

FINANCIAL IMPACT:

See Background

RECOMMENDED MOTION:

to approve as a part of consent
or
to Concur with the Plan Commission (11/16/2017) and Approve Certified Survey Map PC #171019-3 for Payne & Dolan / Waukesha Lime & Stone for a Combination of Properties on Bluemound Road for a New Asphalt Plant (PWC 0962-995-006 & 007, PWC 0968-998 & 999, PWC 0968-994-001)

ATTACHMENTS:

Description
CSM PC #171019-3 Payne & Dolan

CERTIFIED SURVEY MAP NO.

A division of part of Lots 1 and 2 in Certified Survey Map No. 9277 and lands, all being a part of the Northwest 1/4, Southwest 1/4 and Northeast 1/4 of the Northwest 1/4 of Section 25, the Southeast 1/4 of the Northeast 1/4 of Section 26, and the Northeast 1/4 of the Southeast 1/4 of Section 26, all in Town 7 North, Range 19 East, in the City of Pewaukee, Waukesha County, Wisconsin.

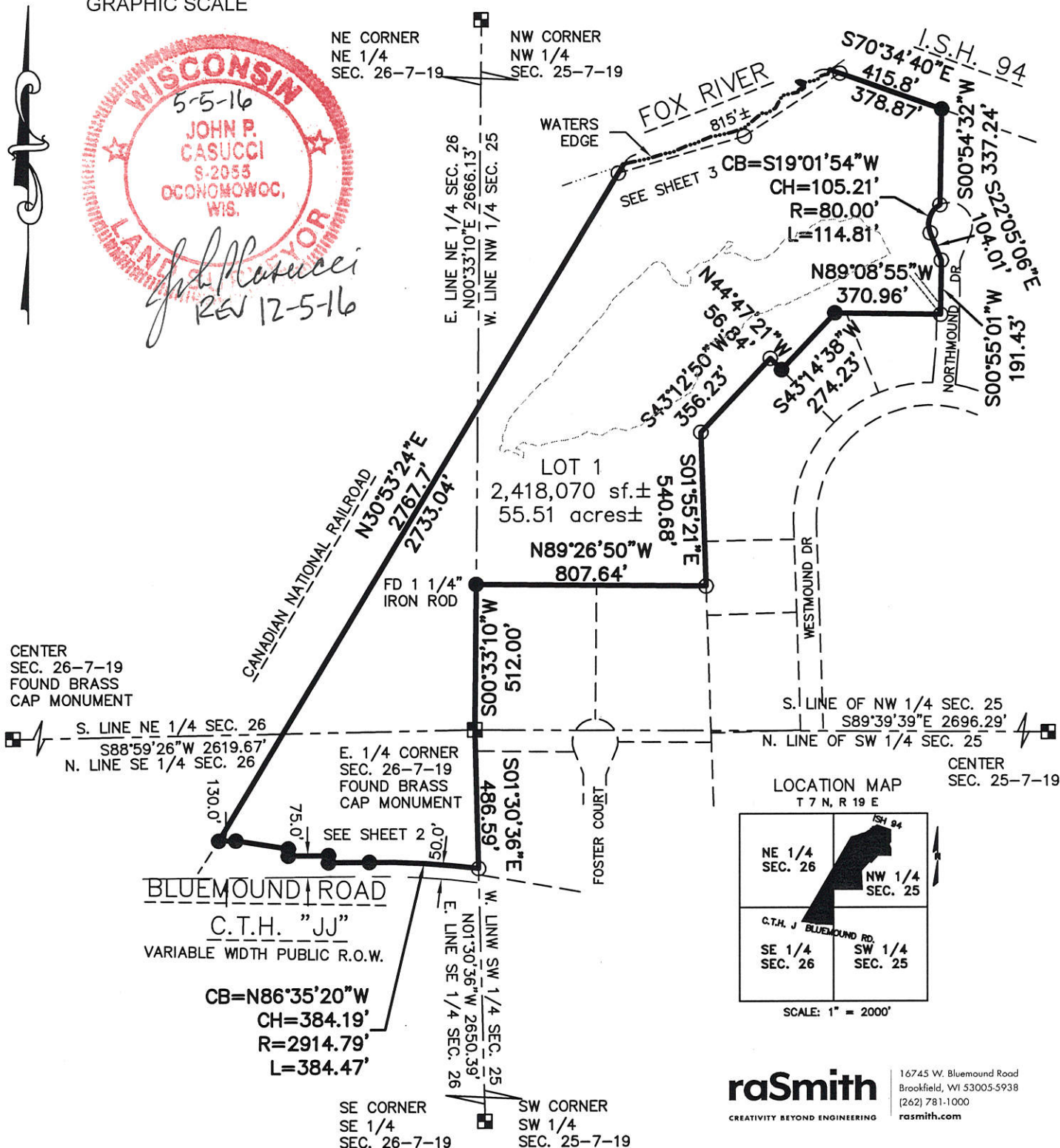
ALL DIMENSIONS SHOWN ARE MEASURED TO THE NEAREST HUNDREDTH OF A FOOT.
ALL BEARINGS ARE REFERENCED TO THE SOUTH LINE OF THE NE 1/4 OF SECTION 26, T 7 N, R 19 E, WHICH BEARS S88°59'26"W. WISCONSIN STATE PLANE COORDINATE SYSTEM (NAD27), SOUTH ZONE.

SEE SHEETS 2, 3 AND 4 FOR LOT DETAILS

● INDICATES 1" IRON PIPE (FOUND), UNLESS NOTED
○ INDICATES SET 1.315" O.D. IRON PIPE AT LEAST
18" IN LENGTH. 1.68 LBS. PER LINEAL FOOT.



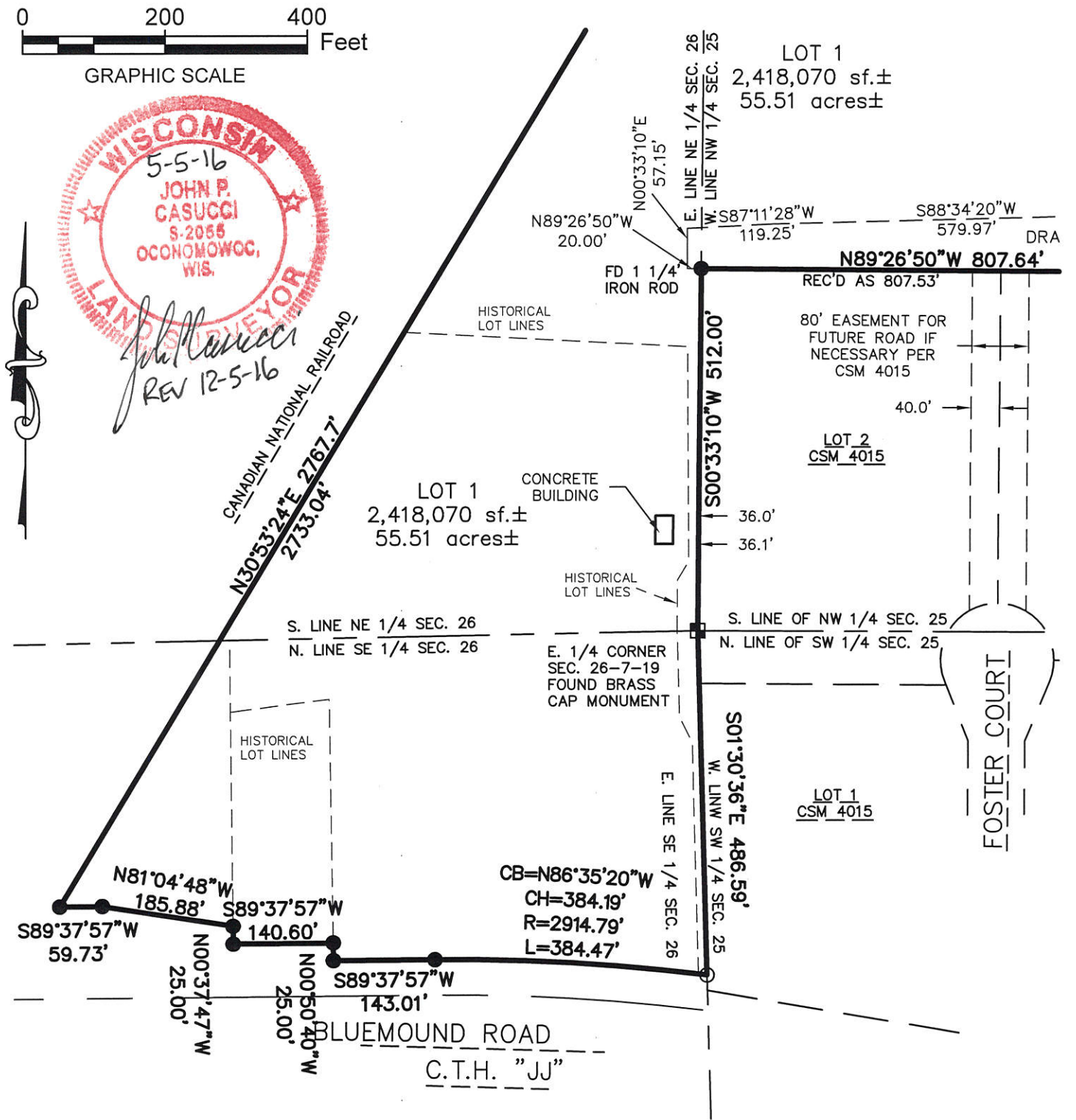
GRAPHIC SCALE



SHEET 1 OF 8 SHEETS

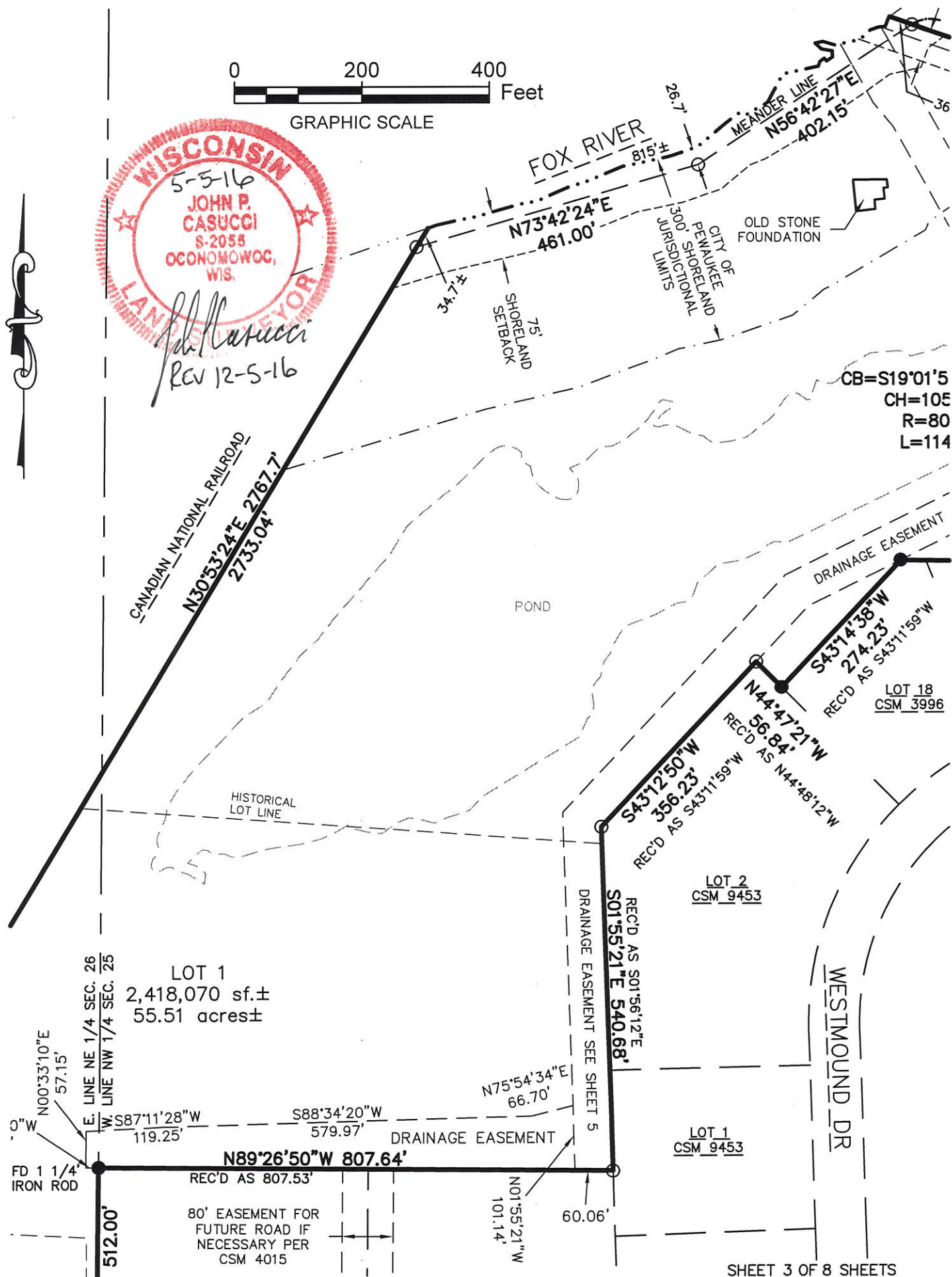
CERTIFIED SURVEY MAP NO. _____

A division of part of Lots 1 and 2 in Certified Survey Map No. 9277 and lands, all being a part of the Northwest 1/4, Southwest 1/4 and Northeast 1/4 of the Northwest 1/4 of Section 25, the Southeast 1/4 of the Northeast 1/4 of Section 26, and the Northeast 1/4 of the Southeast 1/4 of Section 26, all in Town 7 North, Range 19 East, in the City of Pewaukee, Waukesha County, Wisconsin.



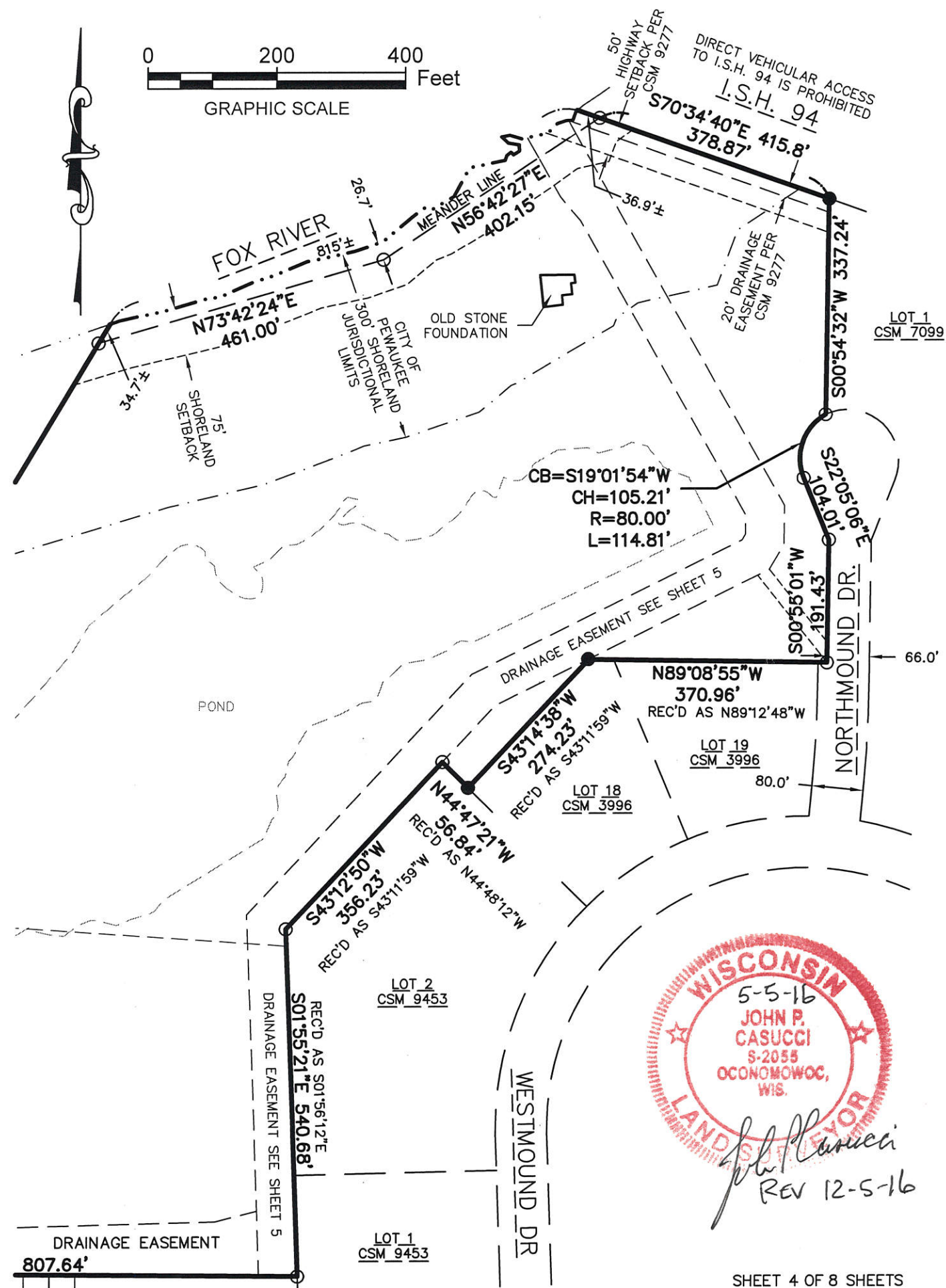
CERTIFIED SURVEY MAP NO. _____

A division of part of Lots 1 and 2 in Certified Survey Map No. 9277 and lands, all being a part of the Northwest 1/4, Southwest 1/4 and Northeast 1/4 of the Northwest 1/4 of Section 25, the Southeast 1/4 of the Northeast 1/4 of Section 26, and the Northeast 1/4 of the Southeast 1/4 of Section 26, all in Town 7 North, Range 19 East, in the City of Pewaukee, Waukesha County, Wisconsin.



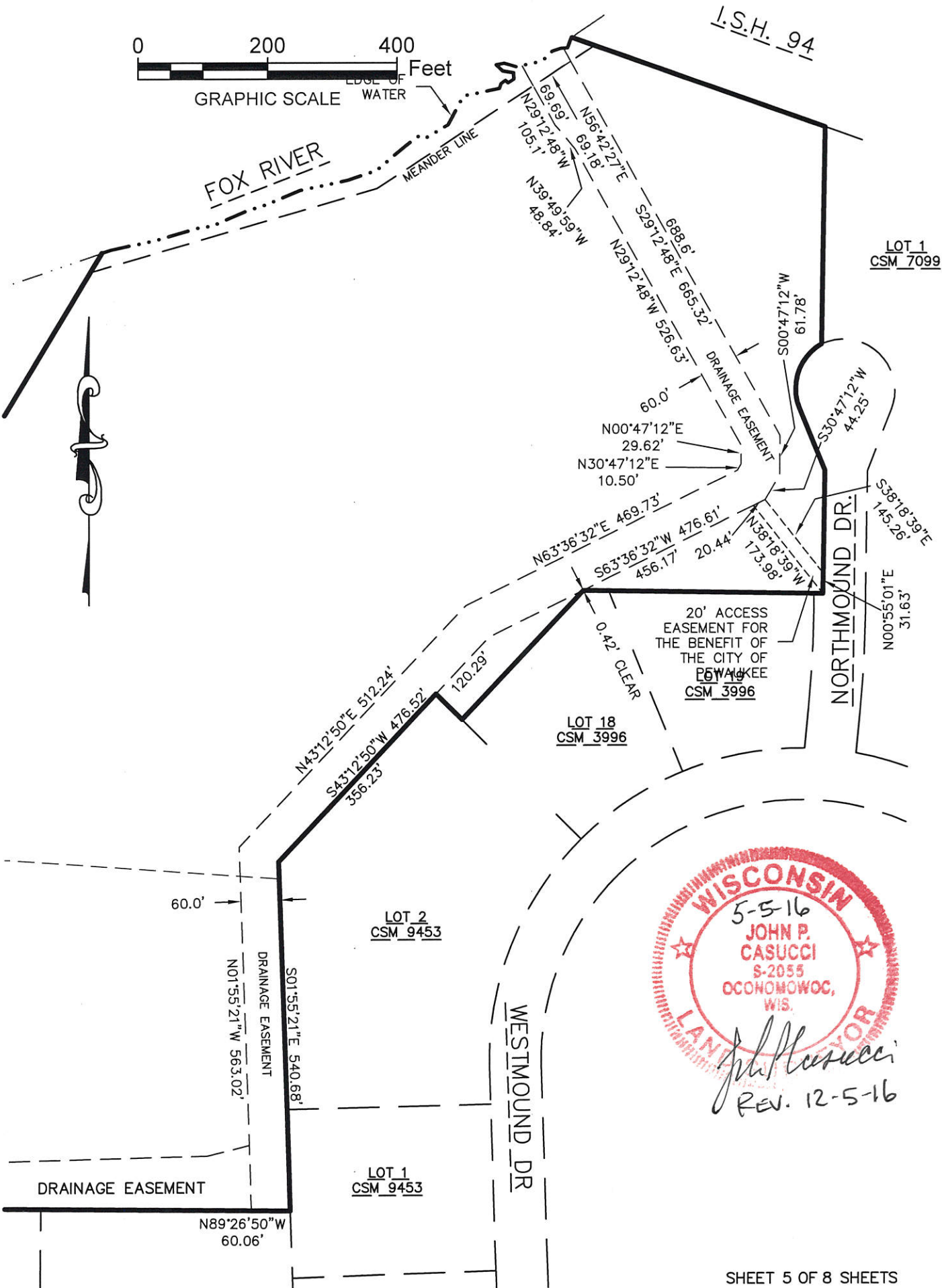
CERTIFIED SURVEY MAP NO. _____

A division of part of Lots 1 and 2 in Certified Survey Map No. 9277 and lands, all being a part of the Northwest 1/4, Southwest 1/4 and Northeast 1/4 of the Northwest 1/4 of Section 25, the Southeast 1/4 of the Northeast 1/4 of Section 26, and the Northeast 1/4 of the Southeast 1/4 of Section 26, all in Town 7 North, Range 19 East, in the City of Pewaukee, Waukesha County, Wisconsin.



CERTIFIED SURVEY MAP NO. _____

A division of part of Lots 1 and 2 in Certified Survey Map No. 9277 and lands, all being a part of the Northwest 1/4, Southwest 1/4 and Northeast 1/4 of the Northwest 1/4 of Section 25, the Southeast 1/4 of the Northeast 1/4 of Section 26, and the Northeast 1/4 of the Southeast 1/4 of Section 26, all in Town 7 North, Range 19 East, in the City of Pewaukee, Waukesha County, Wisconsin.



CERTIFIED SURVEY MAP NO. _____

A division of part of Lots 1 and 2 in Certified Survey Map No. 9277 and lands, all being a part of the Northwest 1/4, Southwest 1/4 and Northeast 1/4 of the Northwest 1/4 of Section 25, the Southeast 1/4 of the Northeast 1/4 of Section 26, and the Northeast 1/4 of the Southeast 1/4 of Section 26, all in Town 7 North, Range 19 East, in the City of Pewaukee, Waukesha County, Wisconsin.

SURVEYOR'S CERTIFICATE

STATE OF WISCONSIN }
 :SS
WAUKESHA COUNTY }

I, JOHN P. CASUCCI, Professional Land Surveyor, do hereby certify:

THAT I have surveyed, divided and mapped a division of part of Lots 1 and 2 in Certified Survey Map No. 9277 and lands, all being a part of the Northwest 1/4, Southwest 1/4 and Northeast 1/4 of the Northwest 1/4 of Section 25, the Southeast 1/4 of the Northeast 1/4 of Section 26, and the Northeast 1/4 of the Southeast 1/4 of Section 26, all in Town 7 North, Range 19 East, in the City of Pewaukee, Waukesha County, Wisconsin, which is bounded and described as follows:

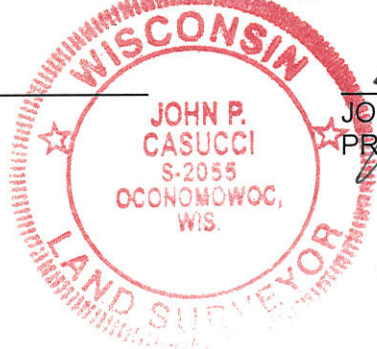
BEGINNING at the East 1/4 corner of said Section 26; thence South 01° 30' 36" East along the East line of the Southeast 1/4 of said Section 26 a distance of 486.59 feet to point in the North line of Bluemound Road; thence Northwesterly 384.47 feet along said North line and an arc of a curve, whose center lies the South, whose radius is 2914.79 feet and whose chord bears North 86° 35' 20" West 384.19 feet to a point; thence South 89° 37' 57" West along said North line 143.01 feet to a point; thence North 00° 50' 40" West along said North line 25.00 feet to a point; thence South 89° 37' 57" West along said North line 140.60 feet to a point; thence North 00° 37' 47" West along said North line 25.00 feet to a point; thence North 81° 04' 48" West along said North line 185.88 feet to a point; thence South 89° 37' 57" West along said North line 59.73 feet to a point in the East line of the Canadian National Railroad right of way; thence North 30° 53' 24" East along said East line 2733.04 feet to a point in the meander line for the Fox River; thence North 73° 42' 24" East along said meander line 461.00 feet to a point; thence North 56° 42' 27" East along said meander line 402.15 feet to a point in the South line of Interstate Highway 94; thence South 70° 34' 40" East along said South line 378.87 feet to a point in the West line of Certified Survey Map No. 7099; thence South 00° 54' 32" West along said West line 337.24 feet to a point in the West line of Northmound Drive; thence Southwesterly 114.81 feet along said West line and an arc of a curve, whose center lies the East, whose radius is 80.00 feet and whose chord bears South 19° 01' 54" West 105.21 feet to a point; thence South 22° 05' 06" East along said West line 104.01 feet to a point; thence South 00° 55' 01" West along said West line 191.43 feet to a point in the North line of Certified Survey Map No. 3996; thence North 89° 08' 55" West along said North line 370.96 feet to a point in the West line of Certified Survey Map No. 3996 ; thence South 43° 14' 38" West along said West line 274.23 feet to a point in the North line of Certified Survey Map No. 9453; thence North 44° 47' 21" West along said North line 56.84 feet to a point in the West line of said Certified Survey Map No. 9453 ; thence South 43° 12' 50" West along said West line 356.23 feet to a point; thence South 01° 55' 21" East along said West line 540.68 feet to a point in the North line of Certified Survey Map No. 4015; thence North 89° 26' 50" West along said North line 807.63 feet to a point in the West line of the Northwest 1/4 of said Section 25; thence South 00° 33' 10" West along said West line 512.00 feet to the point of beginning. Including those lands which fall between the meander line and the Fox River. Said lands contain 2,418,070 square feet or 55.51 acres more or less.

THAT I have made the survey, land division and map by the direction of PAYNE & DOLAN, INC., owner.

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

THAT I have fully complied with Chapter 236 of the Wisconsin Statutes and the Land Division and Ordinances of the City of Pewaukee in surveying, dividing, and mapping the same.

May 5, 2016
DATE Rev 12-5-16



John P. Casucci (SEAL)
JOHN P. CASUCCI
PROFESSIONAL LAND SURVEYOR S-2055

CERTIFIED SURVEY MAP NO. _____

A division of part of Lots 1 and 2 in Certified Survey Map No. 9277 and lands, all being a part of the Northwest 1/4, Southwest 1/4 and Northeast 1/4 of the Northwest 1/4 of Section 25, the Southeast 1/4 of the Northeast 1/4 of Section 26, and the Northeast 1/4 of the Southeast 1/4 of Section 26, all in Town 7 North, Range 19 East, in the City of Pewaukee, Waukesha County, Wisconsin.

OWNER'S CERTIFICATE

PAYNE & DOLAN, INC., a corporation duly organized and existing under and by virtue of the laws of the State of Wisconsin, as owner, certifies that said corporation has caused the land described on this map to be surveyed, divided, and mapped in accordance with the requirements of Chapter 236 of the Wisconsin Statutes and the Land Division and Ordinances of the City of Pewaukee.

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

IN Witness Whereof, PAYNE & DOLAN, INC., has caused these presents to be signed by

Mark Filmanowicz, its President, this 25th day of October, 2017

Mark E. Filmanowicz

STATE OF WISCONSIN }
Waukesha COUNTY } :SS

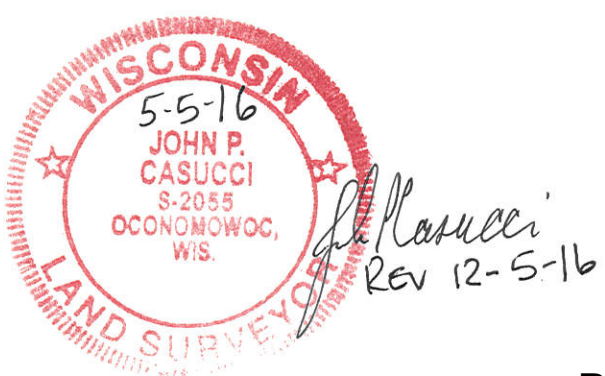
PERSONALLY came before me this 25th day of October, 2017,
Mark Filmanowicz, of the above named PAYNE & DOLAN, INC., to me known to be the
person who executed the foregoing instrument, and to me known to be the President of said
corporation, and acknowledged that he executed the foregoing instrument as such officer as the deed
of the corporation, by its authority.

KELLY S HETHERINGTON
Notary Public
State of Wisconsin

Kelly S Hetherington (SEAL)

Notary Public, State of WI

My Commission Expires 1.19.20



CERTIFIED SURVEY MAP NO. _____

A division of part of Lots 1 and 2 in Certified Survey Map No. 9277 and lands, all being a part of the Northwest 1/4, Southwest 1/4 and Northeast 1/4 of the Northwest 1/4 of Section 25, the Southeast 1/4 of the Northeast 1/4 of Section 26, and the Northeast 1/4 of the Southeast 1/4 of Section 26, all in Town 7 North, Range 19 East, in the City of Pewaukee, Waukesha County, Wisconsin.

PLANNING COMMISSION OF CERTIFICATE OF APPROVAL

Certified Survey Map accepted by the Planning Commission of the City of Pewaukee on this _____ day of _____, 20____.

_____, CHAIRPERSON

_____, SECRETARY

COMMON COUNCIL CERTIFICATE OF APPROVAL

Certified Survey Map approved by the Common Council of the City of Pewaukee on this _____ day of _____, 20____.

STEVEN BIERCE, MAYOR

KELLY TARCZEWSKI, CITY CLERK



166727.csm

THIS INSTRUMENT WAS DRAFTED BY JOHN P. CASUCCI,
PROFESSIONALLAND SURVEYOR S-2055

Sheet 8 of 8 Sheets

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

DATE: December 4, 2017

DEPARTMENT: Administration

PROVIDED BY: Mike Rotroff, CPA, CGMA, Rotroff Jeanson & Company SC

SUBJECT:

Discussion and Possible Action Regarding Proposal from Rotroff Jeanson for 2017 Audit [Mike Rotroff]

BACKGROUND:

See Attachment

FINANCIAL IMPACT:

See Attachment

RECOMMENDED MOTION:

to approve the proposal from Rotroff Jeanson for 2017 audit services

ATTACHMENTS:

Description

Rotroff Jeanson Letter re 2017 Audit Services



**ROTROFF
JEANSON** & Company, SC

Certified Public Accountants & Consultants

December 4, 2017

To the Mayor and Common Council
City of Pewaukee
W240N3065 Pewaukee Road
Pewaukee, WI 53072

Dear Mayor and Council Members:

We are pleased to confirm our understanding of the services we are to provide the City of Pewaukee for the year ended December 31, 2017. We will audit the financial statements of the governmental activities, the business-type activities, each major fund and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements of the City of Pewaukee as of and for the year ended December 31, 2017.

Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the City of Pewaukee's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the City of Pewaukee's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by U.S. generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis,
- 2) Budgetary comparison schedules for the general fund and all major special revenue funds, and
- 3) Schedules of the City's proportionate share of net pension asset and employer pension contributions – Wisconsin Retirement System

We have also been engaged to report on supplementary information other than RSI that accompanies the City of Pewaukee's financial statements, such as combining and individual fund financial statements. We will subject the supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America and we will provide an opinion on it in relation to the financial statements as a whole in a report combined with our auditors' report on the financial statements.

Audit Objective

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the preceding paragraph when considered in relation to the financial statements as a whole.

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and will include tests of the accounting records and other procedures we consider necessary to enable us to express such opinions. We will issue a written report upon completion of our audit of the City of Pewaukee's financial statements. Our report will be addressed to the Common Council of the City of Pewaukee.

We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or may withdraw from this engagement.

Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards. In addition, an audit is not designed to detect immaterial misstatements, or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that comes to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about the financial statements and related matters.

Audit Procedures—Internal Control

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. An audit is not designed to provide assurance on internal control or to identify deficiencies in internal control. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the City of Pewaukee's compliance with the provisions of applicable laws, regulations, contracts, and agreements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion.

Other Services

We will also propose year-end adjusting journal entries and prepare the financial statements of the City of Pewaukee in conformity with U.S. generally accepted accounting principles based on information provided by you. We will provide assistance with preparation of various regulatory reports, including the Wisconsin Financial Report Form C and the Water Utility's Public Service Commission Report as well as providing tax roll, budgetary and accounting assistance. We will perform the services in accordance with applicable professional standards. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Management Responsibilities

Management is responsible for designing, implementing, and maintaining effective internal controls, including monitoring ongoing activities; for the selection and application of accounting principles; and for the preparation and fair presentation of the financial statements in conformity with U.S. generally accepted accounting principles.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws and regulations.

You are responsible for the preparation of the supplementary information in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon or make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon.

Your responsibilities include acknowledging to us in the representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

You agree to assume all management responsibilities for financial statement preparation services and any other nonattest services we provide; oversee the services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of the services; and accept responsibility for them. These services include the following:

- Budgetary, tax roll and accounting assistance and consulting
- Assistance with preparation of various regulatory reports (i.e. State of Wisconsin Financial Report C, Public Service Commission report...).

Engagement Administration, Fees, and Other

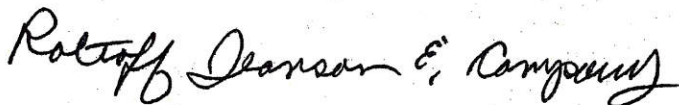
Michael Rotroff is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it. Our fees for these services are as follows:

City:	
Audit	\$43,850
State Financial Report	3,000
Water and Sewer Utility:	
Audit	\$28,000
PSC Report	4,900

Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. The above fees are based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. Unexpected circumstances would include but not be limited to: changes in accounting personnel, implementation of new auditing requirements, new financial reporting standards... If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

We appreciate the opportunity to be of service to the City of Pewaukee and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,



Rotroff Jeanson & Company, S.C.

RESPONSE:

This letter correctly sets forth the understanding of the City of Pewaukee.

By: _____
Mayor

Date: _____

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

DATE: December 4, 2017

DEPARTMENT: PRCS - Building Services

PROVIDED BY: Kelley Woldanski

SUBJECT:

Discussion and Possible Action Regarding the 2018 Agreement for Building Inspection Services with the Village of Pewaukee [Woldanski]

BACKGROUND:

We have an annual agreement with the Village of Pewaukee to provide building inspection services on their behalf. As of October 2017, we have collected \$56,418 from the Village in fees for this service. We do not feel any agreement changes are necessary for 2018 therefore the attached proposed agreement is the same as 2017.

FINANCIAL IMPACT:

Revenue generated: \$1,000 per month plus 60% of the permit fees taken for the Village which are invoiced monthly. Property Maintenance inspections will be billed monthly at \$55 per hour as needed.

RECOMMENDED MOTION:

to approve of the 2018 Agreement for Building Inspection Services with the Village of Pewaukee

ATTACHMENTS:

Description

2018 Building Services Agreement

AGREEMENT FOR BUILDING INSPECTION SERVICES

Between the Village and City of Pewaukee

This agreement is made by and between the Village and City of Pewaukee, both municipal corporations located in the County of Waukesha. The purpose of this agreement is for the Village to contract with the City for the provision of building inspection services on an as needed basis within the Village to ensure the Village's compliance with applicable Village and State building codes and ordinances.

WHEREAS, the Village is in need of building inspection services to inspect buildings for building code compliance; and

WHEREAS, the City employs State certified inspectors for general construction, electrical, plumbing, HVAC, and commercial inspections; and

WHEREAS, the Village and City pursuant to Wisconsin State Statute 66.0301 (2) have the authority to enter into cooperative intergovernmental agreements; and

NOW, THEREFORE, the Village and City, in consideration of the mutual promises hereinafter set forth, do promise and agree as follows:

1. Services

The Village hereby contracts with the City for the provision of building, plumbing, electrical and HVAC inspection services on an as needed basis and to provide the following services:

- a. Review applications for building permits and building plans submitted and issue building, plumbing, electrical, and HVAC and any related permits in compliance with applicable Village Ordinances and the State of Wisconsin Uniform Dwelling Code. Provide architectural review when necessary for single-family dwellings.
- b. Perform all general inspections from footings to final occupancy as required by the Village Ordinances, State Regulations, and permit requirements. Inspections normally will be performed by the end of the day if requested by the contractor (or owner if there is no contractor) Monday through Friday, excluding holidays. Reasonable efforts will be made to complete inspections within 2 business days of a request.
- c. Issue orders to correct discrepancies in building code violations.
- d. Maintain records of building permit applications and permits issued, including such items as date applied, date issued, permit number, type, contractor, owner, property address, permit fees, and other monies collected.
- e. Provide direct advice/information to builders, owners and residents of the Village regarding the Building Codes and Ordinances either by phone or through established office hours at City Hall.

- f. Attend meetings of the Village Plan Commission and Village Board and other appropriate Board, Commissions, and Committees upon special request by the Village Administrator.
- g. Collect payments in the form of checks made payable to the Village of Pewaukee for all building, plumbing, electrical, and HVAC permit fees as established by Resolution of the Village Board. The Village shall pick up checks on a weekly basis.
- h. Provide property maintenance inspections upon request by the Village Administrator.
- i. Appear in Village Municipal Court or in Waukesha County Circuit Court as requested by the Village Administrator to provide testimony with respect to code enforcement and ordinance violations.
- j. Perform the Village's responsibilities under the State of Wisconsin Uniform Dwelling Code.
- k. All services shall be performed consistent with applicable state statutes and Village Ordinances.
- l. The parties acknowledge that this agreement represents an independent contract relationship and that in no event shall any of the persons performing services for the City under this agreement be considered employees of the Village.

2. Reports/Records

During the term of this agreement, the City Building Inspection Department shall:

- a. Maintain separate files for Village applications and permits, containing the information specified in Section 1.d. above, which will be turned over to the Village once the final occupancy permit is issued.
- b. Provide the Village a report of services rendered as of the end of the month including a list of inspections made, permits issued and fees collected.
- c. Provide reports, documents, and files relating to building inspection to the Village Administrator as may be requested from time to time.

3. Items Provided

The City shall, provide through its building inspection department budget the following related to the performance of this agreement:

- a. A direct phone line at City Hall for building inspection services.
- b. All necessary secretarial support for maintaining files while in the possession of the City.
- c. All code books, technical manuals and inspection equipment.
- d. All necessary professional organization dues and costs of on-going training and re-certification.

- e. A properly registered and insured vehicle for use while performing services within the Village including the costs of maintenance, fuel, etc. required.

4. Items provided by the Village

- a. Prior to the issuance of a building permit by the Building Inspector, the Village will fax to the City Building Inspector notification of paid water and sewer connection fees as well as zoning requirements including conditional use permit requirements for a particular building permit application as requested by the City Building inspector.
- b. Provide required application forms, State Seals, and any required special office supplies or documents needed to process and file permits.

5. Payment to the City for Services Rendered Through this Agreement

In consideration of the services to be performed by the City, the Village shall pay to the City for the services in the following manner:

- a. \$1,000 per month plus 60% of the permit fee revenue invoiced monthly.
- b. Property maintenance, with prior approval of the Village Administrator; and special meetings and circumstances, with prior approval from both the City & Village Administrators, will be at an hourly rate of \$55.00 per hour as needed.
- c. Municipal Court testimony shall be charged at the same hourly rate for property maintenance matters. Municipal Court appearances for services covered under Section 1 above shall not carry an additional hourly charge.
- d. The Village shall pay the City for the cost of the Village's share of programming costs for any changes to the building permitting system on an as needed basis and costs will be shared 60% city/40% village and will be presented to the Board for prior review and approval. This cost does not include any future version updates which are still to be determined. The Village shall be entitled to their own copy of the software including the source code to the software along with the Village's data files in the event this contract is terminated by either party.

6. Term of Agreement

The term of this agreement shall commence January 1st, 2018 and shall continue through December 31st, 2018.

7. Termination of Agreement

This agreement may be terminated without cause by either party upon 90 days written notice to the other party. All such notices shall be by certified mail or personally delivered as follows:

Village Clerk
Village of Pewaukee
235 Hickory Street
Pewaukee, WI 53072

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

8. Assignment

This agreement shall not be assigned to any other party without the written consent of the Village.

9. Insurance

The City shall maintain public liability insurance coverage and worker's compensation coverage with limits acceptable to the Village. The Village shall be named as an additional insured with respect to the public liability coverage.

10. Indemnification

The City shall indemnify and hold harmless the Village its officers, employees, insurers and assigns from and against any and all claims, actions, demands, causes of action, losses, damages and costs (including but not limited to all professional and attorney fees) arising out of or related to the City's performance of this agreement. In no event shall the City be required to indemnify the Village as against the Village's own negligence or intentional conduct.

11. Governing Law

This agreement and all questions arising in connection herewith shall be governed by the laws of the State of Wisconsin.

12. Entire Agreement

This agreement contains the entire agreement between the parties regarding this matter. This agreement may be modified only by an agreement to this agreement which is authorized by both the City Council and the Village Board.

The parties have executed this agreement on this _____ day of _____, 2017.

Village of Pewaukee
A Municipal Corporation

City of Pewaukee
A Municipal Corporation

BY: _____
Village President

BY: _____
Mayor

ATTEST:

ATTEST:

BY: _____
Village Clerk/Treasurer

BY: _____
City Clerk/Treasurer

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

DATE: December 4, 2017

DEPARTMENT: Clerk/Treasurer

PROVIDED BY: Harlan Clinkenbeard, City Planner

SUBJECT:

Discussion and Possible Action Regarding the Contract for City Planner Services

BACKGROUND:

See Attachment

FINANCIAL IMPACT:

See Attachment

RECOMMENDED MOTION:

to approve of the 2018 contract for City Planner services

ATTACHMENTS:

Description

Contract

CITY CDD/SENIOR PLANNER*
CONTRACT

THIS AGREEMENT entered into this 4th day of December, 2017 by and between the City of Pewaukee, Waukesha County, Wisconsin, a municipal corporation (hereinafter referred to as the "City") and represented by the Common Council, and Mr. Harlan E. Clinkenbeard of Waukesha, Wisconsin (hereinafter referred to as the "Consultant").

WITNESSETH:

WHEREAS, the City is authorized under Wisconsin statutes to retain consultants to perform work on behalf of the City and desires to retain the services of the Consultant on a part-time basis to fill the position of *City Development Director/Senior City Planner to perform city planning and development related functions all as set forth herein; and,

WHEREAS, The Consultant is a recognized community planning and design specialist with more than 62 years of experience as a community development director; town, city, county and regional planner; and, with extensive experience in governmental administration and operation, and desires to be employed by the City all as set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

SECTION I. FUNCTIONS AND RESPONSIBILITIES OF THE CONSULTANT

The Consultants functions and responsibilities shall include the following, which may be changed by the Common Council from time-to-time:

A - CURRENT PLANNING

1. Attend all Plan Commission meetings unless excused by the Mayor or City Administrator.
2. Conduct, along with the City Administrator, the day-to-day general business and functions of the Plan Commission and planning office including the articulation to the public and developers/builders of plans, planning regulations and policies established by the Common Council and Plan Commission.
3. Assist the City Administrator in the administration and update of City planning and planning related policies, ordinances and regulations and community development.
4. Drafting of Plan Commission agendas, public hearings and special meetings.
5. Drafting of planning reports and legislation for City Administrator and Plan Commission consumption and recommendations.
6. Conduct of planning studies as required or as may be requested by the City Administrator, Plan Commission or Common Council.
7. Act as recording secretary of the Plan Commission including the keeping of minutes and official files.
8. Liaison with other planning agencies.

B - LONG RANGE PLANNING

1. Preparation or update of long-range City plans including land use, park and open-space, transportation, other components of the city's comprehensive (or master) plan and supervision of any other consultants that the Plan Commission or Common Council may retain to prepare such plans.
2. Assistance to and coordination of others in the long-range utility and public facilities planning of the City.
3. Preparation of detail neighborhood and other detail plans for sub-community areas of the City.
4. Assistance to the Mayor and City Administrator in the economic development and financial planning of and for the City.
5. Participation in joint community planning activities.

C - OTHER

Perform such other functions and take responsibilities assigned by the Plan Commission, Common Council, Mayor or City Administrator all with consideration of the fore-described functions and responsibilities.

SECTION II. DUTIES AND RESPONSIBILITIES OF THE CITY

A - POLICY DIRECTION

The City shall provide:

1. General guidance and direction by the Common Council, Mayor, City Plan Commission or City Administrator regarding work priorities.
2. Assistance by technical and/or citizens committees, established by the Common Council or Plan Commission.
3. Assistance, when necessary, of City staff and consultants.

B - PROVISION OF ADEQUATE WORK SPACE, WORK EQUIPMENT AND ASSISTANCE, INCLUDING:

The City shall provide:

1. Adequate working space, computer with programs, desk, drawing table, tables and chairs.
2. Expendable materials such as drawing paper and film, pencils, maps, drawing and writing materials and other necessary office supplies.
3. Part time secretarial personnel for typing of both written and dictated information as well as copying of typed or hand written material, and maps and drawings.
4. Periodic drafting assistance.

SECTION III. TERMS OF CONTRACT

A - CONTRACT PERIOD

This contract shall commence on the 1st day of January, 2018 and terminate at midnight on December 31, 2018, unless extended by mutual agreement or terminated as set forth herein.

B - PLACE AND TIME OF CONTRACT PERFORMANCE

The Consultant agrees to perform planning services and duties in the City offices during 96 regular working days during the contract period, for an average of eight (8) working days each calendar month. The specific days in each month on which the duties of the Consultant are to be performed shall be at the election of the Consultant unless the Consultant is given reasonable notice in advance by the Mayor or City Administrator of specific days on which said services are to be performed. Such specific days shall be established so as to accommodate the public and City staff. As set forth above, the Consultant shall attend all regular and special meetings of the Plan Commission unless excused by the Mayor or City Administrator. The Consultant shall also attend those other meetings of the Council, Commissions, Committees and Boards as required by his duties or as directed by the Common Council or Mayor.

C - COMPENSATION

During the contract period the City will pay to the Consultant the sum of \$53,856** for his services, in the following manner:

1. Twelve (12) equal payments in the amount of four thousand, four hundred and eighty-eight dollars (\$4,488.00), each to be paid on the Consultants next to last working day of each calendar month during the contract period upon submission to the City Clerk/Treasurer of an invoice for the payment period.

****It must be noted that the Consultant is an independent self-employed contractor acting as a consultant to the City and, consequently, the City shall not be liable for any payments of social security, state or federal income taxes, health insurance, life insurance, worker's compensation, disability insurance, retirement**

payments or programs, paid sick leave, paid vacation leave or paid holidays, or any other 'fringe' benefits of any nature whatsoever.

2. If the Consultant cannot for any reason perform work in the City offices on the hours, days, and times as prescribed herein, the Consultant will make up such hours, days, and times within the 30 days following the hours, days, and times missed, which makeup hours, days, and times shall be at the discretion of the Consultant unless otherwise given reasonable notice of specific hours, days, and times by the Mayor. If arrangements for makeup of missed time, satisfactory to the Common Council, cannot be made, the time will be deducted from the next regular compensation payment at the rate of \$69.00 per hour missed.

3. During the term of this contract, if the City wishes to retain the Consultant in addition to the days set forth herein, and should the Consultant be available to provide such additional services, the City will pay the Consultant the sum of \$69.00 per hour for such services, with the understanding that no compensation will be demanded or provided for attending City evening meetings. All such additional charges shall be paid by adding them to the next regular compensation payment as set forth in this section.

SECTION IV. TERMINATION

A - TERMINATION BY CITY OR CONSULTANT

The City may terminate this agreement by action of a majority of the Common Council giving at least 30 days written notice thereof to the Consultant; and, the Consultant may terminate this agreement by giving at least 30 days written notice thereof to the Common Council.

B - ILLNESS OR DISABILITY OF CONSULTANT

In the event the Consultant becomes so ill or disabled as to be unable to perform his duties and responsibilities as set forth herein, either party may terminate this agreement pursuant to section IVA, above, by giving notice to the other party in writing and neither party shall be liable to the other for any damages by virtue of such termination.

SECTION V. ASSIGNMENT OF INTEREST BY THE CONSULTANT

In executing this contract the City has retained the unique knowledge and experience of the Consultant and, therefore, this agreement shall not be assignable by the Consultant without the express concurrence of the Common Council, which shall not unreasonably withhold such concurrence. All products of the Consultants work activity on behalf of the City shall remain the property of the City.

THIS AGREEMENT shall be binding upon the parties hereto, their heirs, personal representatives, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have placed their hands and seals the day and year first above written.

Steve Bierce, Mayor

ATTEST:



Harlan E. Clirkenbeard, Consultant

Kelly Tarczewski, Clerk/Treasurer

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

DATE: December 4, 2017

DEPARTMENT: Clerk/Treasurer

PROVIDED BY: Kelly Tarczewski, Clerk / Treasurer

SUBJECT:

Discussion and Possible Action to Either Cancel or Reschedule the First Meeting in January Due to the Holiday.

BACKGROUND:

The Common Council meets on the first and third Mondays monthly. However the first Monday in January falls on the New Year's Day holiday. City Hall offices will be closed on January 1st and 2nd in observance of New Year's Eve and New Year's Day.

FINANCIAL IMPACT:

RECOMMENDED MOTION:

to Cancel or Reschedule the First Meeting in January Due to the Holiday.

ATTACHMENTS:

Description

January 2018 Calendar

January 2018

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Sunday
	1 Observation New Year's Eve Offices Closed	2 Observation New Year's Day Offices Closed	3 Court 7:30 a.m.	4	5	6
7	8	9	10 ZBA Meeting 6:00 p.m. Joint Park & Recreation Meeting 7:00 p.m.	11 Biometric Screening	12	13
14	15 Common Council Meeting 7:00 p.m.	16 Health Fair	17 Court 7:30 a.m. Joint Library Board Meeting 6:30 p.m.	18 Plan Commission Meeting 7:00 p.m.	19	20
21	22	23	24	25	26 Biometric Screening	27
28	29	30	31			

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

DATE: December 4, 2017

DEPARTMENT: Clerk/Treasurer

PROVIDED BY: See Attachment

SUBJECT:

Discussion and Possible Action Regarding ***Ordinance 17-12*** regarding the Salaries for Non-Union Employees in 2018 (***Suspension of the Rules – First and Second Reading***) [Klein / Bergersen]

BACKGROUND:

See Attachment

FINANCIAL IMPACT:

See Attachment

RECOMMENDED MOTION:

to approve ***Ordinance 17-12*** regarding the Salaries for Non-Union Employees in 2018 (***Suspension of the Rules – First and Second Reading***)

ATTACHMENTS:

Description

Ordinance 17-12

ORDINANCE NO. 17-12**ORDINANCE TO FIX AND ESTABLISH THE AMOUNT OF SALARIES, WAGES AND ALLOWANCES WHICH SHALL BE PAID BY THE CITY OF PEWAUKEE TO ITS NON-UNION EMPLOYEES**

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

SECTION 1. Beginning January 1, 2018, and every two weeks thereafter, the annual, bi-weekly, and hourly rates of the elected and appointed officials of the City of Pewaukee, and certain special allowances to be paid, are hereby fixed at the following rates:

(A) ELECTED OFFICIALS		<u>ANNUAL</u>
Mayor		\$ 7,590.00
Alderpersons		\$ 5,040.00
Municipal Judge		\$ 16,028.00
(B) ELECTION OFFICIALS		<u>PER HOUR</u>
Chief Inspectors		\$ 10.00
Pollworkers		\$ 8.50
(C) APPOINTED OFFICIALS		<u>ANNUAL</u>
Administrator		\$104,000.00
Clerk/Treasurer		\$ 81,037.00
Chief of Fire Department		\$113,377.00
Assistant Fire Chief		\$ 95,615.00
Fire Division Chief – Training, EMS, Prevention		\$ 78,669.00 / \$84,910.00
Engineer/DPW Director		\$106,988.00
Civil Engineer		\$ 68,513.00
Street Superintendent		\$ 75,385.00
HR Director		\$ 94,350.00
IT Director		\$ 81,565.00
Park/Recreation & Community Services Director		\$ 92,781.00
Recreation Program Coordinator		\$ 63,419.00
Parks Maintenance Supervisor		\$ 71,223.00
(D) HOURLY EMPLOYEES		<u>HOURLY</u>
Assistant City Engineer		\$40.82
Community Services Administrative Assistant		\$15.68 / \$21.35
Building Inspector – FT		\$27.32 / \$32.98
Commercial Electrical Inspector – PT		\$32.64
Accountant		\$32.34
Administrative/HR Assistant		\$19.75
Court Administrator		\$23.60
Clerk – Court PT		\$17.62 / \$18.13
Deputy City Clerk		\$25.59
Deputy Treasurer		\$22.79
Clerical Floater		\$15.68
Administrative Assistant - PT		\$15.68
Advanced Engineering Technician		\$26.43
Engineering Technician		\$24.16
Administrative Clerk – Police		\$18.13
Fire Inspector – PT		\$21.45
Fire Secretary		\$22.16
Fire Paid-On Premise ~ EMT/FF I		\$12.00
Fire Paid-On Premise ~ Paramedic		\$15.00
Fire Paid-On Premise ~ Paramedic/Driver		\$18.00

(D) HOURLY EMPLOYEES (CONTINUED)

	<u>PER SHIFT</u>
Paid-On-Premise ~ Holiday Stipend	\$75.00 per 12-hr Duty Shift
Division Chief Shift Premium	\$250.00 per 12-hr Duty Shift
Fire Paid-On-Premise Division Chief	\$24.05
Parks Foreman	\$23.52
Parks/Facilities Foreman	\$24.79
Parks Laborer	\$19.22
Parks Maintenance – PT	\$ 9.00 - \$14.00
Recreation Staff – PT	\$ 8.00 - \$20.00
Recycling Attendant – Part-time	\$10.67
Highway – Seasonal	\$25.00/\$25.50
Highway – Mechanic	\$29.16
Highway – Laborer	\$25.82/28.46
Water Manager	\$38.51
Water Superintendent	\$33.12
Water Operator	\$27.01
Water Administrative Assistant	\$23.73
Utility Clerk	\$20.99

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

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

SECTION 3. Employees shall be covered under the State of Wisconsin Retirement System (“WRS”) effective January 1, 2011. The City will pay the employer contribution to the WRS as required by law, which effective January 1, 2018 is 6.70% for general and 10.93% for protective services.

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

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

SECTION 6. This ordinance shall take effect beginning January 1, 2018.

Dated this 4th day of December, 2017.

CITY OF PEWAUKEE

ATTEST:

Steve Bierce, Mayor

Kelly Tarczewski, City Clerk

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

DATE: December 4, 2017

DEPARTMENT: Clerk/Treasurer

PROVIDED BY: See Attachment

SUBJECT:

Discussion and Possible Action Regarding ***Ordinance 17-13*** Related to the 2018 Salaries for Union Employees
(Suspension of the Rules – First and Second Reading) [Klein / Bergersen]

BACKGROUND:

See Attachment

FINANCIAL IMPACT:

See Attachment

RECOMMENDED MOTION:

to approve ***Ordinance 17-13*** Related to the 2018 Salaries for Union Employees ***(Suspension of the Rules – First and Second Reading)***

ATTACHMENTS:

Description

Ordinance 17-13

ORDINANCE NO. 17-13

**ORDINANCE TO FIX AND ESTABLISH THE AMOUNT OF SALARIES, WAGES AND ALLOWANCES
WHICH SHALL BE PAID BY THE CITY OF PEWAUKEE TO ITS UNION EMPLOYEES**

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

SECTION 1. Beginning January 1, 2018, and every two weeks thereafter, the hourly rates of the union employees of the City of Pewaukee, and certain special allowances to be paid, are hereby fixed at the following rates:

FIRE DEPARTMENT	HOURLY RATE
<u>Firefighter</u>	
1 st year	\$19.35
2 nd year	\$20.32
3 rd year	\$21.26
4 th year	\$22.20
5 th year	\$23.58
<u>Inspection Technician</u>	
1 st year	\$19.83
2 nd year	\$20.83
3 rd year	\$21.80
4 th year	\$22.76
5 th year	\$24.17
<u>EMT-P</u>	
1 st year	\$20.32
2 nd year	\$21.32
3 rd year	\$22.33
4 th year	\$23.31
5 th year	\$24.76
<u>Lieutenant</u>	
1 st year	\$21.33
2 nd year	\$22.39
3 rd year	\$23.44
4 th year	\$24.47
5 th year	\$25.98
Lieutenant-Paramedic Allowance	\$750.00 per year
Paramedic Preceptor Allowance	\$250.00 per year
Uniform Allowance	\$450.00 per year

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

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

SECTION 3. Employees shall be covered under the State of Wisconsin Retirement System (“WRS”) effective January 1, 2011. The City will pay the employer contribution to the WRS as outlined in Acts 10 and 32, which effective January 1, 2017 is 10.93% for protective services.

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

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

SECTION 6. This ordinance shall take effect beginning January 1, 2018.

Dated this 4th day of December, 2017.

CITY OF PEWAUKEE

ATTEST:

Steve Bierce, Mayor

Kelly Tarczewski, City Clerk