

**Office of the Clerk/Treasurer**

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

**COMMON COUNCIL  
MEETING NOTICE AND AGENDA**

**Monday, September 10, 2018**

**7:00 PM**

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

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1. Call to Order and Pledge of Allegiance
  2. Public Comment - Please limit your comments to two (2) minutes, if further time for discussion is needed please contact your District Alderperson prior to the meeting.
  3. Consent Agenda
    - 3.1. Approve Common Council Meeting Minutes Dated August 20, 2018
    - 3.2. Approve Accounts Payable Listings
    - 3.3. Approve Bartender Licenses
    - 3.4. Approval of **Resolution 18-09-19** Committing to Required Funding for the Pewaukee Public Library and Requesting Exemption from the 2018 Waukesha County Library Tax Levy for 2019 Purposes
  4. Discussion and Possible Action Related to Initial **Resolution 18-09-23** Authorizing \$1,445,000 General Obligation Bonds for Water System Improvements [ P. Cosson - Ehlers]
  5. Discussion and Possible Action Regarding **Resolution 18-09-24** Directing Publication of Notice to Electors [P. Cosson - Ehlers]
  6. Discussion and Possible Action Regarding **Resolution 18-09-25** Providing for the Sale of \$1,445,000 General Obligation Water System Bonds [P. Cosson - Ehlers]
  7. Discussion and Possible Action to Approve the Proposed Amendment to the Wethersfield Subdivision and Adjacent Land Declaration of Restrictions Related to Section B.4. Removing the Requirement that all Shingles be a "Weatherwood" Color [Attorney Brejcha]
  8. **Public Hearing** and Possible Action Related to the Conditional Use Permit for Aspire Dance LLC to Operate a Dance Studio for Children and Adults Located at W238 N1700 Rockwood Drive (PWC 0954-998-016) and Consideration of the Plan Commission (PC 7/19/2018) Recommendations [Mayor Bierce]
  9. **Public Hearing** and Possible Action Related to the Conditional Use Petition for the Glen at Parkway Ridge Located on the East Side of Bluemound Road In Order to Develop a Two and Four-Unit Condominium Community (PWC 0925-993, PWC 0925-992, PWC 0925-990) [Mayor Bierce]

10. Discussion and Possible Action Regarding Proposed Preliminary Certified Survey Map (CSM #180621-2) for the 19.66 Acre Neumann Development, Inc. Property Located on the East Side of Bluemound Road and 315 Feet South of Morris Street for the Purpose of Dividing the Property Into Two Lots (PWC 0925-993, PWC 0925-990, PWC 0925-992) [Klein]
11. Discussion and Possible Action Regarding the Proposed Certified Survey Map (CSM #180621-1) for Neumann Development, Inc. for the Purpose of Combining Three Small Parcels Totaling 2.16 Acres Located on the West Side of Bluemound Road 315 Feet South of Morris Street Into One Lot and Combining Three Large Parcels Totaling 19.66 Acres Located on the East Side of Bluemound Road 315 Feet South of Morris Street Into One Lot (PWC 0925-993, PWC 0925-990, PWC 0925-992) [Klein]
12. Discussion and Possible Action Regarding **Ordinance 18-06** to Rezone the Neumann Development, Inc. Property Located on the East Side of Bluemound Road from Rs-1, Single-Family Residential to Rm-1, Multi-Family Residential for the Purpose of Creating a Condominium Plat (PWC 0925-993, PWC 0925-990, PWC 0925-992) [Klein]
13. Update Related to the 2nd Quarter Police Services [Lieutenant Ripplinger]
14. Discussion and Possible Action Regarding the Fluid Leakage from Vehicles Owned by John's Disposal [Dziwulski]
15. Award of the City Hall Water Tower Demolition Contract to the Lowest Qualified Bidder, Iseler Demolition, Inc. Based on the Lowest Qualified Bid of \$71,800.00 [Weigel]
16. Discussion and possible action to approve the Duplainville Road Bridge State/Municipal Agreement Attendant to the Grant Award [Weigel]
17. Discussion and Possible Action to Approve the Release of the Payne & Dolan Letter of Credit (US Bank SLCWMIL04339) in the Amount of \$150,000 and Accept the Dedication of the Storm Sewer Constructed Under the Agreement [Weigel]
18. Discussion and Possible Action to Approve **Resolution 18-09-17** Adopting the Lindsay Road Water Main Extension Engineer's Report and Special Assessments [Weigel]
19. Discussion and Possible Approval of **Resolution 18-09-18** Approving the Engineer's Report and Finalizing the Special Assessments for the Rehabilitation of Swan Road and Water Main Extension [Weigel]
20. Approval of **Resolution 18-09-20** Adopting the Final Assessments and Engineer's Report for the Rehabilitation of Lakefield Drive, Oak Spring Court, Cabin Creek Court, and the Lakefield Drive Water Main Extension [Weigel]
21. Discussion and Possible Action of **Resolution 18-09-21** Finalizing the Special Assessments and Final Engineer's Report for the Duplainville Road & Weyer Road Water Main Extension [Weigel]
22. Discussion and Possible Action to Approve **Resolution 18-09-22** Adopting the Engineer's Report and Approving the Special Assessments (Water RCA's) for the Expanded Region Along Lindsay Road [Weigel]
23. Discussion and Possible Action to Award the Lindsay Road 2018 Maintenance Overlay Contract to the Lowest Bidder, Poblocki Paving Based on the Lowest Qualified Bid of \$73,534.00 [Weigel]
24. Discussion and Possible Action Regarding the 2014 Annexation Agreement with the Town of Lisbon Related to the CELA Development and Authorizing the Payment of \$1,158.50 to Cover the Equivalent of Five (5) Years of Property Taxes to the Town [Tarczewski]
25. Discussion and Possible Action to Set the Schedule for 2019 Budget Process [Klein]



26. Discussion and Possible Action to Approve the Temporary Beer License for This Time Tomorrow Foundation to Hold a "Strike Out Cancer" Softball Tournament on September 29th, 2018 at Nettesheim Park Located at N26 W27495 Prospect Avenue [Tarczewski]
27. Discussion and Possible Action to Start the Monday, October 15th Common Council Meeting at 6:00 p.m. to Accommodate for the San Francisco 49ers and Packers Game [Mayor Bierce]
28. Reminder that the Next Common Council Meeting is Scheduled for Monday, September 24, 2018 at 6:00 p.m.
29. Public Comment - Please limit your comments to two (2) minutes, if further time for Discussion is needed please contact your district Alderperson prior to the meeting.
30. Adjournment

Kelly Tarczewski  
Clerk/Treasurer

September 6, 2018

**NOTICE**

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

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

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

**DATE:** September 10, 2018

**DEPARTMENT:** Clerk/Treasurer

**PROVIDED BY:**

***SUBJECT:***

Approve Common Council Meeting Minutes Dated August 20, 2018

***BACKGROUND:***

***FINANCIAL IMPACT:***

***RECOMMENDED MOTION:***

**ATTACHMENTS:**

Description

Not Available

ATTACHMENT  
TO BE ADDED WHEN  
AVAILABLE

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

**DATE:** September 10, 2018

**DEPARTMENT:** Clerk/Treasurer

**PROVIDED BY:**

***SUBJECT:***

Approve Accounts Payable Listings

***BACKGROUND:***

***FINANCIAL IMPACT:***

***RECOMMENDED MOTION:***

**ATTACHMENTS:**

Description

AP 09.10.18

Water & Sewer Expenses

ACCOUNTS PAYABLE SEPTEMBER 10, 2018			
Vendor Name	Document Date	Document Amount	Transaction Description
1ST AYD	08/29/2018	\$ 837.34	FD & PK EMS & GROUNDS MNT
ADP SCREENING & SELECTION SERVICES	08/29/2018	\$ 28.00	FD EMP EXAMS
ADVANCED DISPOSAL	07/31/2018	\$ 4,291.11	ST RECYCLING CTR JULY
AECOM	08/01/2018	\$ 2,709.00	SWM PLAN REVIEW SERVICES
AECOM	08/02/2018	\$ 4,527.16	SWM EMERALD ACRES
AILCO EQUIPMENT FINANCE GROUP	08/01/2018	\$ 412.00	IT ENGINEERING PLOTTER
AIRGAS	08/07/2018	\$ 70.29	FD AMBO OPS-OXYGEN
AIRGAS	07/31/2018	\$ 143.12	FD AMBO OPS-OXYGEN
AIRGAS	07/31/2018	\$ 94.83	FD AMBO OPS-OXYGEN
ALL-WAYS CONTRACTORS, INC	07/18/2018	\$ 202.50	SW SCREENED PICKUP 15YD
ALL-WAYS CONTRACTORS, INC	08/03/2018	\$ 297.00	SW SCREENED TOPSOIL 22YD
ALL-WAYS CONTRACTORS, INC	08/03/2018	\$ 94.50	SW SCREENED TOPSOIL 7YD
ALL-WAYS CONTRACTORS, INC	07/18/2018	\$ 54.00	SW SCREENED TOPSOIL 4YD
ALL-WAYS CONTRACTORS, INC	08/29/2018	\$ 80.50	SW DITCH MAINTENANCE
ARAMARK	07/26/2018	\$ 69.27	ST WKLY UNIFORM SVC
ARAMARK	08/02/2018	\$ 69.27	ST WKLY UNIFORM SVC
ARAMARK	08/29/2018	\$ 138.54	ST UNIFORM WKLY SVC
ARC DOCUMENT SOLUTIONS LLC	07/31/2018	\$ 46.00	SWM OP SUPPLIES
ARCOA	05/31/2018	\$ 1,026.50	IT ELECTRONICS RECYCLING
ASPEN HOMES	08/29/2018	\$ 500.00	OCC BOND REFUND
AT&T CAROL STREAM IL	08/01/2018	\$ 291.26	CH TELEPHONES JULY
AT&T CAROL STREAM IL	08/29/2018	\$ 236.71	FD & PK PHONE, FAX SERVICE
BATTLES, CORY G	08/06/2018	\$ 30.00	PS REFUND FINE OVERPAYMENT
BATZNER PEST CONTROL	08/29/2018	\$ 114.00	PK FACILITY MAINTENANCE
BEACON ATHLETICS	08/29/2018	\$ 32.00	PK OP SUPPLIES
BOUNDTREE MEDICAL	08/01/2018	\$ 107.74	FD EMS SUP-OXYGEN CYLINDERS
BOUNDTREE MEDICAL	07/30/2018	\$ 10.98	FD EMS-MED SUPPLIES
BOUNDTREE MEDICAL	07/30/2018	\$ 338.33	FD AMBO MED SUPPLIES
BOUNDTREE MEDICAL	07/31/2018	\$ 99.10	0731
BOUNDTREE MEDICAL	07/27/2018	\$ 2.88	FD AMBO OP MED SUPPLIES
BOUNDTREE MEDICAL	07/27/2018	\$ 4.32	FD AMBO OP MED SUPPLIES
BOUNDTREE MEDICAL	07/27/2018	\$ 2.88	FD AMO OPS MEDICAL SUPPLIES
BOUNDTREE MEDICAL	08/03/2018	\$ 9.36	FD AMO OP MEDICAL SUPPLIES
BOUNDTREE MEDICAL	08/07/2018	\$ 140.06	FD AMBO OP MEDICAL SUPPLIES
BOUNDTREE MEDICAL	08/29/2018	\$ 544.06	FD MEDICAL & EMS SUPPLIES
BREITBACH RASHID, PATTI	08/29/2018	\$ 192.00	RC CONTRACTED SVC
BRUCE EQUIPMENT	08/29/2018	\$ 154.00	SW VEH MNTNCE #201
BUELOW VETTEER BUIKEMA OLSON & VLIET, LLC	08/29/2018	\$ 916.50	HR ATTY FEES
BUILDERS HARDWARE AND HOLLOW METAL	08/29/2018	\$ 4.56	PK DOOR REP - VILLAGE PK
BUMPER TO BUMPER HARTLAND	07/26/2018	\$ 56.88	ST VEH REPAIRS #5 & #12
BUMPER TO BUMPER HARTLAND	07/23/2018	\$ 36.99	ST EQUIP REP - SHOP
BUMPER TO BUMPER HARTLAND	07/26/2018	\$ 6.23	ST VEH REPAIR #58
BUMPER TO BUMPER HARTLAND	08/29/2018	\$ 44.94	ST #3 & SHOP SUPPLIES
BURKE TRUCK & EQUIPMENT	07/30/2018	\$ 38,896.03	ST PLOW TRUCK SETUP #8
BURKE TRUCK & EQUIPMENT	07/19/2018	\$ 426.58	ST PTO REPAIR #12
BURKE TRUCK & EQUIPMENT	08/02/2018	\$ 150.08	ST REPAIR WING LIGHT #8
CINTAS CORP.	08/06/2018	\$ 57.63	FD BLDG MNTNC - ST 2 MATS
CINTAS CORP.	08/29/2018	\$ 131.70	ST & PK SAFETY/FIRST AID CABINETS
CINTAS CORP.	08/29/2018	\$ 112.06	FD BLDG MNTNC
CONCENTRA, INC	08/29/2018	\$ 83.00	ST CERTIFICATION RENEWAL
COREY OIL	07/26/2018	\$ 183.38	ST DIESEL EXHAUST FLUID 106G
COREY OIL	08/29/2018	\$ 5,673.99	ST & FD FUEL

ACCOUNTS PAYABLE SEPTEMBER 10, 2018			
Vendor Name	Document Date	Document Amount	Transaction Description
DAN PLAUTZ CLEANING SERVICE	08/29/2018	\$ 2,383.50	CH JANITORIAL SVC AUGUST
DIVERSIFIED BENEFIT SERVICES	08/03/2018	\$ 292.62	HRA ADMIN AUGUST
DIVERSIFIED BENEFIT SERVICES	08/29/2018	\$ 184.80	INS CONSULTANT FSA AUGUST
ELLIOTT ACE HARDWARE	07/16/2018	\$ 31.96	FD OP SUP - LOCKS
ELLIOTT ACE HARDWARE	07/23/2018	\$ 20.95	FD OP SUP - CLEANERS
ELLIOTT ACE HARDWARE	07/28/2018	\$ 20.98	FD OP SUP - BATTERIES, SHARPEN
ELLIOTT ACE HARDWARE	07/08/2018	\$ 8.99	FD OP SUPP - TOOLS
EMERGENCY LIGHTING & ELECTRONICS	08/10/2018	\$ 18.50	FD EXTERNAL ANTENNA
EMERGENCY LIGHTING & ELECTRONICS	07/13/2018	\$ 34.45	FD VEHICLE REP-TOMAR LIGHTS
EQUAL RIGHT DIVISION	08/03/2018	\$ 7.50	PR
ESRI	08/29/2018	\$ 2,700.00	IT ENG GIS SOFTWARE MNTNC
EXIDE TECHNOLOGIES	07/30/2018	\$ 239.46	ST BATTERIES #19
FASTENAL	07/18/2018	\$ 5.14	ST OP SUPPLIES-PLOW TRUCKS
FASTENAL	08/29/2018	\$ 149.52	ST PARTS & DRILL KIT
FIRE RESCUE SUPPLY LLC	08/29/2018	\$ 830.00	FD TNT RESCUE TOOLS PREV MNT
FIRE SAFETY USA, INC.	08/29/2018	\$ 282.50	FD STRUCTURAL GLOVES
FIRNROHR, MARY	08/20/2018	\$ 160.00	RC CONTR SVC - TAI CHI 2
FIRNROHR, MARY	08/20/2018	\$ 264.00	RC CONTR SVC - TAI CHI 1
FIRNROHR, MARY	08/20/2018	\$ 140.00	RC CONTR SVC - TAI CHI 3
FIRNROHR, MARY	08/20/2018	\$ 200.00	RC CONTR SVC - TAI CHI 4
FLEMING'S FIRE 1, INC	08/08/2018	\$ 200.00	FD NEW EQUIP - 2ND BAY LOCKER
GEAR WASH	08/09/2018	\$ 206.50	FD GEAR CONTAMINATION RVW
GIBBS, JOHN	08/20/2018	\$ 409.30	BI MILEAGE JUL/AUG GIBBS
GRAINGER	07/18/2018	\$ 67.92	SW EN LINE MARKING
GREEN MEADOWS FARM, INC.	07/05/2018	\$ 423.00	RC FIELD TRIP
HAACK, KAYLA	08/29/2018	\$ 33.24	CT MILEAGE
HALEN HOMES	08/29/2018	\$ 4,000.00	EROSION BOND REFUNDS
HALQUIST STONE	07/26/2018	\$ 141.00	SW DITCH/CULVERT MNTNC FILL
HALQUIST STONE	07/30/2018	\$ 158.56	SW DITCH/CULVERT MNTNC FILL
HALQUIST STONE	08/29/2018	\$ 1,056.25	ST & SW DITCH/CULVERT & ROAD REP/MNT
HEARTLAND BUSINESS SYSTEMS	08/02/2018	\$ 334.00	IT AUG NETWORK MONITORING
HILTUNEN, MARIANNE	08/01/2018	\$ 192.39	SW EN MILEAGE HILTUNEN
HORWATH BUILDERS	08/29/2018	\$ 500.00	OCC BOND REFUND
HUMPHREY SERVICE PARTS, INC	07/31/2018	\$ 10.78	PK OIL FILTERS 2440
IGNATEW, VANESSA	08/29/2018	\$ 61.64	RC MILEAGE & REIMBURSE SUPPLIES
JEFFERSON FIRE & SAFETY, INC.	07/31/2018	\$ 103.85	FD AIRPAK REPAIR
JERRY'S AUTOMOTIVE SERVICE LLC	08/06/2018	\$ 149.15	FD OIL CHANGE 2801
JOERS, STACI	08/29/2018	\$ 378.00	RC CONTRACTED SVC
JOHN'S DISPOSAL SERVICE	08/07/2018	\$ 14,161.20	PW JULY LANDFILL CHG
JOHNSON'S NURSERY	08/29/2018	\$ 718.00	PK TREES - OPIE
JX TRUCK CENTER	08/08/2018	\$ 22.72	FD VEH MAINT 2851 STRAP KIT
JX TRUCK CENTER	08/01/2018	\$ 411.98	ST WINDOW REPAIR #12
JX TRUCK CENTER	08/29/2018	\$ 45.99	ST EQUIP MNTNC
KAEREK HOMES INC	08/29/2018	\$ 2,000.00	EROSION BOND REFUND
KAESTNER AUTO ELECTRIC CO.	08/29/2018	\$ 137.11	ST EQUIP #8, #29 & STOCK
KELNHOFER, JENNIFER	08/07/2018	\$ 15.00	RC REFUND SCHED CONFLICT
LAMERS BUS LINE	08/06/2018	\$ 157.50	RC FIELD TRIP WGN TO VLG
LAMERS BUS LINE	08/06/2018	\$ 253.58	RC FIELD TRIP NTSHM TO VLG
LAMERS BUS LINE	08/02/2018	\$ 352.80	RC FIELD TRIPS SKYZONE
LAMERS BUS LINE	08/02/2018	\$ 378.00	RC PROG EXP SUMMER BUS
LAMERS BUS LINE	08/02/2018	\$ 378.00	RC PROG EXP SUMMER BUS
LAMERS BUS LINE	08/02/2018	\$ 378.00	RC PROG EXP SUMMER BUS

ACCOUNTS PAYABLE SEPTEMBER 10, 2018			
Vendor Name	Document Date	Document Amount	Transaction Description
LAMERS BUS LINE	08/02/2018	\$ 126.00	RC PROG EXP SUMMER BUS
LANGE ENTERPRISES, INC	08/03/2018	\$ 9,942.93	ST ROAD SIGNS & MARKINGS
LANGE ENTERPRISES, INC	08/29/2018	\$ 1,233.75	ST TRAFFIC CONES
LARSON, CHERRIE	08/29/2018	\$ 1,019.20	RC CONTRACTED SVC
LIFETIME DOOR COMPANY	08/29/2018	\$ 299.95	FD BLD REPAIR - PHOTO EYES
LINCOLN CONTRACTORS	08/29/2018	\$ 505.97	FD MILL DISCH & SUCTION HOSES
MED COMPASS	08/29/2018	\$ 595.00	HR SAFETY AUDIOGRAMS
MENARDS	06/17/2018	\$ 44.91	FD BATTERIES/UNIFORM
MENARDS	08/01/2018	\$ 75.93	FD BATTERIES/EXT HANDLE
MENARDS	07/19/2018	\$ 13.36	ST ROAD REPAIRS
MENARDS	08/29/2018	\$ 437.86	RC & ST PROG SUP & ROADWAY/SHOP SUP
MILLER-BRADFORD & RISBERG, INC	07/30/2018	\$ 2,490.38	ST GRADER REAR AXLE REPAIR
MILLER-BRADFORD & RISBERG, INC	08/29/2018	\$ 87.00	ST EQUIP MNTNC - FILTER
MISSY LUEDTKE	08/06/2018	\$ 32.00	RC REFUND ENROLLMENT FEES
MOTION & CONTROL ENTERPRISES LLC	07/27/2018	\$ 113.21	ST CRIMP HOSE ASSEMBLY
MUNICIPAL LAW & LITIGATION GROUP, S.C.	08/29/2018	\$ 34,374.50	CITY ATTY FEES - JUN, JUL, AUG
NAPA	07/31/2018	\$ 239.40	FD OP SUPPLIES-OIL DRY
OFFICE COPYING EQUIPMENT, LTD	07/31/2018	\$ 136.20	BI COPIER CONTRACT
OFFICE COPYING EQUIPMENT, LTD	07/31/2018	\$ 133.46	EN SW COPIER CHARGES
OFFICE COPYING EQUIPMENT, LTD	07/31/2018	\$ 59.97	FD COPIER AGRMT JULY
OFFICE DEPOT	08/08/2018	\$ 74.44	FD TONER, CLEANSER
OFFICE DEPOT	07/30/2018	\$ 203.94	FD OP SUP - USB THUMB DRIVES
OFFICE DEPOT	08/02/2018	\$ 49.86	FD BATTERIES - AA/AAA
OFFICE DEPOT	08/29/2018	\$ 526.97	CH RC CT JANITORIAL & OP SUPPLIES
ON THE WATER PROMOTIONS	08/29/2018	\$ 623.70	RC CONTRACTED SVC
PAYNE & DOLAN	08/02/2018	\$ 1,342.69	SW DITCH/CULVERT MNTNC
PEWAUKEE CHAMBER OF COMMERCE	08/29/2018	\$ 521.69	TOURISM GRANT
PEWAUKEE, VILLAGE OF	08/08/2018	\$ 5,831.03	PR INCOME SPLIT JULY
PEWAUKEE, VILLAGE OF	08/03/2018	\$ 15,457.27	FD EMS COLL JULY SPLIT
POMP'S TIRE SERVICE, INC.	07/30/2018	\$ 272.00	SW TIRE REPAIR #202
PORT-A-JOHN	08/02/2018	\$ 82.00	PR LIBERTY PRK RESTROOM
PORT-A-JOHN	08/02/2018	\$ 82.00	PR OPIE PARK RESTROOM
PORT-A-JOHN	08/02/2018	\$ 82.00	PR SIMMONS WOODS RESTROOM
PORT-A-JOHN	08/02/2018	\$ 82.00	PR VALLEY FORGE RESTROOM
POSITIVELY PEWAUKEE	08/29/2018	\$ 30,397.77	TOURISM GRANT
PREMIUM WATERS, INC	07/27/2018	\$ 45.00	ST OP SUPPLIES-WATER
PREMIUM WATERS, INC	08/29/2018	\$ 67.50	ST & PK OP SUPP WATER
PROBARK	08/29/2018	\$ 160.00	PK PLAYGROUND MNTNC
PROHEALTH CARE MEDICAL ASSOCIATES	08/29/2018	\$ 279.00	FD EMP EXAMS
PROHEALTH PHARMACY WAUKESHA	07/31/2018	\$ 591.18	FD AMBO PHARMA SUPPLIES
PROVEN POWER, INC.	08/29/2018	\$ 269.52	ST HYDRAULIC REP #28
R&R INSURANCE SERVICES	08/03/2018	\$ 17,894.00	WORKERS COMP INSTALLMENT
REDLIN, KATHY	08/06/2018	\$ 1,959.75	SW COURT TRANSCRIPT
REINDERS BROTHERS, INC.	07/31/2018	\$ 30.00	SW METAL STAPLES 4"
RESCH, DANIEL J	08/29/2018	\$ 108.46	RC MILEAGE
RUEKERT & MIELKE, INC.	08/08/2018	\$ 7,333.98	EN 2018 DEERHAVEN PHS 2
RUEKERT & MIELKE, INC.	08/08/2018	\$ 6,103.76	EN 2018 STEEPLECHASE
RUEKERT & MIELKE, INC.	08/08/2018	\$ 3,548.55	EN 2018 PEW WDS CULV REP
RUEKERT & MIELKE, INC.	08/08/2018	\$ 866.50	EN 2017 STORM INLET REP
RUNDLE-SPENCE	08/29/2018	\$ 322.47	PK & CH BLDG REP & MNTNC
SAFEBUILT	08/29/2018	\$ 520.00	BI INSPECTION SERVICES
SERWE IMPLEMENT MUNICIPAL SALES	08/29/2018	\$ 38,840.28	ST CAP EXP

ACCOUNTS PAYABLE SEPTEMBER 10, 2018			
Vendor Name	Document Date	Document Amount	Transaction Description
SHARE CORPORATION	07/16/2018	\$ 605.89	ST ROAD REPAIRS
SHAWNS DEER PICK UP	08/01/2018	\$ 208.00	ST DEER REMOVAL - 4
SHERWIN-WILLIAMS	08/29/2018	\$ 7.79	PK BLDG MNTNC
SOFT WATER, INC.	07/31/2018	\$ 30.00	FD ST 1 MNTNC - SOFTENER SALT
SOFT WATER, INC.	07/31/2018	\$ 22.50	FD ST 2 MNT SOFTENER SALT
STARK PAVEMENT CORP SUSSEX	08/10/2018	\$ 18,413.96	EN 2017 FIVE FLDS PHS 4
THREE RIVERS BILLING	08/01/2018	\$ 0.89	EMS BILLING JULY
TIM O'BRIEN HOMES	08/29/2018	\$ 6,000.00	EROSION BOND REFUNDS
ULINE	08/03/2018	\$ 216.00	PR SMOKER'S RECEPTACLES
URBANOWSKI, MICHELLE	08/29/2018	\$ 274.28	PR PARK RENTAL REFUND
US CELLULAR	08/29/2018	\$ 123.10	PK CELL PHONE SERVICE
US DIGITAL DESIGNS	08/29/2018	\$ 55,722.63	FD ALERT SYSTEMS
VERIZON	08/29/2018	\$ 306.05	FD PHONES, AIR CARDS
VISU-SEWER	07/17/2018	\$ 1,083.75	SW CULVERT CLNG/ROOT REMOVAL
WAUKESHA COUNTY TREASURER	08/09/2018	\$ 198,302.52	PS POLICE SERVICES SEP
WAUKESHA COUNTY TREASURER	08/09/2018	\$ 44.60	FD RADIO SVCS JULY
WAUKESHA COUNTY TREASURER	07/16/2018	\$ 358.60	ST COUNTY RADIO SVCS JUNE
WAUKESHA COUNTY TREASURER	08/29/2018	\$ 4,485.44	ST 2016 BRINE/FD NETMOTION/PS PRISONER HSNG
WAUKESHA LIME & STONE CO.	06/07/2018	\$ 512.93	SW DITCH/CULV - TRAFFIC BOND
WAUKESHA LIME & STONE CO.	07/19/2018	\$ 78.05	SW - DITCH/CULV - TRAFFIC BOND
WAUKESHA LIME & STONE CO.	08/02/2018	\$ 209.83	SW TRAFFIC BOND
WAUKESHA LIME & STONE CO.	08/29/2018	\$ 94.74	SW CULVERT REP-TRFC BND
WE ENERGIES	08/29/2018	\$ 17.32	PK FLAG LIGHT - VILLAGE PK
WESTERN CULVERT & SUPPLY	08/02/2018	\$ 1,131.00	SW CMPA 3 PCS 18"X20'
WESTERN CULVERT & SUPPLY	07/25/2018	\$ 1,931.80	SW CMPA 2 PCS 30"X26'
WESTERN CULVERT & SUPPLY	08/29/2018	\$ 1,390.00	SW CULVERT REP-PARTS
WI DEPT OF JUSTICE-RECORDS CHECK	08/29/2018	\$ 10.00	HR EMPLOYMENT EXAMS
WI LEGAL BLANK CO., INC.	08/29/2018	\$ 1,085.00	BI/RC/CT/BOAT LAUNCH ENVELOPES
WI MUNICIPAL JUDGES ASSOC	08/13/2018	\$ 100.00	CT JUDGES ASSOC DUES
WI PARK AND RECREATION ASSOC	08/29/2018	\$ 5,326.25	RC SUMMER TICKET PROG
WISTL SOD FARM	07/23/2018	\$ 157.10	SW SOD - 1 PALLET
WISTL SOD FARM	07/31/2018	\$ 639.00	SW SOD - 4 PALLETS
WISTL SOD FARM	07/31/2018	\$ 77.25	SW SOD - 1 PALLET
WISTL SOD FARM	07/18/2018	\$ 314.20	SW SOD - 2 PALLETS
WISTL SOD FARM	08/29/2018	\$ 39.75	SW DITCH MAINTENANCE
<b>TOTAL</b>		<b>\$ 586,442.00</b>	



## City &amp; WS Accounts Payable for:

9/10/2018

Vendor Name	Document Date	Document Amount	Transaction Description
LARSON, CHERRIE	8/9/2018	\$352.00	PR PAINT A PIC ZOO ANIMALS
LEVEL UP CONSTRUCTION	7/31/2018	\$193,360.00	SOCCER/BASEBALL CONCESSIONS
ON THE WATER PROMOTIONS	8/10/2018	\$356.40	GUIDED FISHING TRIPS
IMPACT CONSULTING INC.	8/16/2018	\$1,512.00	IMPACT FEES REFUND #180654
BADGER HOME BUILDERS	8/20/2018	\$2,000.00	EROSION BOND REFUND E161060
ALEX MCNEIL	8/22/2018	\$384.00	UMP FEES JULY/AUG 2018
KEVIN MURPHY	8/22/2018	\$384.00	UMP FEES JULY/AUG 2018
CLINKENBEARD, HARLAN	8/22/2018	\$2,244.00	AUGUST PLANNER WAGES 2018
DEANNA ANDERSON	8/24/2018	\$250.24	REFUND
NATIONWIDE RETIREMENT SOLUTIONS	8/28/2018	\$1,895.09	DEFERRED COMP
TD AMERITRADE TRUST COMPANY	8/28/2018	\$50.00	LOAN REPAYMENT
BEIER, MELISSA	8/29/2018	\$180.39	MILEAGE/MEAL REIMBURSE GREEN BAY
WAUKESHA CO PUBLIC WORKS	8/29/2018	\$160.00	SIGN INSTALLATION
		<b><u>\$203,128.12</u></b>	

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

**DATE:** September 10, 2018

**DEPARTMENT:** Clerk/Treasurer

**PROVIDED BY:**

***SUBJECT:***

Approve Bartender Licenses

***BACKGROUND:***

***FINANCIAL IMPACT:***

***RECOMMENDED MOTION:***

**ATTACHMENTS:**

Description

Bartender Licenses 9.10.2018

<b><u>Individual Name</u></b>	<b><u>Establishment Name</u></b>	<b><u>Type</u></b>
Bartolotta, Bailee D.	Pewaukee Golf Club	New
Chopp, Casey M.	Waukesha Gun Club	New
Kissinger, Briana R.	Gina's Sports Dock	New

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

**DATE:** September 10, 2018

**DEPARTMENT:** Clerk/Treasurer

**PROVIDED BY:**

***SUBJECT:***

Approval of **Resolution 18-09-19** Committing to Required Funding for the Pewaukee Public Library and Requesting Exemption from the 2018 Waukesha County Library Tax Levy for 2019 Purposes

***BACKGROUND:***

***FINANCIAL IMPACT:***

***RECOMMENDED MOTION:***

**ATTACHMENTS:**

Description

Resolution 18.09.19

**RESOLUTION NO. 18-09-19****A RESOLUTION COMMITTING TO REQUIRED FUNDING FOR THE PEWAUKEE  
PUBLIC LIBRARY AND REQUESTING EXEMPTION FROM THE 2018  
WAUKESHA COUNTY LIBRARY TAX LEVY FOR 2019 PURPOSES**

**WHEREAS**, the Common Council of the City of Pewaukee recognizes that pursuant to §43.64, Wis. Stats. and Section 761m.43.64 (2)(c), in order for the City of Pewaukee to obtain an exemption from the Waukesha County library levy for the year 2018 for 2019 purposes, the Common Council must certify that it will expend no less than the average of the funding levels of the previous three years; and

**WHEREAS**, the City of Pewaukee funded the Pewaukee Public Library \$715,463 in 2016, and \$744,143 in 2017 and \$787,045 in 2018 with the average of the three years being \$748,884; and

**WHEREAS**, the Common Council further recognizes that pursuant to state law, listed funding for the Pewaukee Public Library must come only from municipal sources and must exclude fines, fees and other revenues as well as capital expenditures.

**THEREFORE, BE IT HEREBY RESOLVED** by the City of Pewaukee Common Council that it pledges to appropriate and allow the Pewaukee Public Library to expend no less than \$748,884, thereby exempting the City of Pewaukee from the 2018 county library levy for 2019 purposes.

Dated this 10<sup>th</sup> day of September 2018.

CITY OF PEWAUKEE

\_\_\_\_\_  
Steve Bierce, Mayor

ATTEST:

\_\_\_\_\_  
Kelly Tarczewski, Clerk/Treasurer

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

**DATE:** September 10, 2018

**DEPARTMENT:** Clerk/Treasurer

**PROVIDED BY:**

***SUBJECT:***

Discussion and Possible Action Related to Initial **Resolution 18-09-23** Authorizing \$1,445,000 General Obligation Bonds for Water System Improvements [ P. Cosson - Ehlers]

***BACKGROUND:***

***FINANCIAL IMPACT:***

***RECOMMENDED MOTION:***

**ATTACHMENTS:**

Description

Initial Resolution 18.09.23

**RESOLUTION #18-09-23**

**INITIAL RESOLUTION AUTHORIZING  
\$1,445,000 GENERAL OBLIGATION BONDS  
FOR WATER SYSTEM IMPROVEMENTS**

RESOLVED that the City of Pewaukee, Waukesha County, Wisconsin, borrow an amount not to exceed \$1,445,000 by issuing its general obligation bonds for the public purpose of financing water system improvements.

Passed this 10th of September, 2018.

CITY OF PEWAUKEE

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Steve Bierce, Mayor

Attest:

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Kelly Tarczewski, Clerk-Treasurer

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

**DATE:** September 10, 2018

**DEPARTMENT:** Clerk/Treasurer

**PROVIDED BY:**

***SUBJECT:***

Discussion and Possible Action Regarding **Resolution 18-09-24** Directing Publication of Notice to Electors [P. Cosson - Ehlers]

***BACKGROUND:***

***FINANCIAL IMPACT:***

***RECOMMENDED MOTION:***

**ATTACHMENTS:**

Description

Resolution 18.09.24



STATE OF WISCONSIN

CITY OF PEWAUKEE

WAUKESHA COUNTY

**RESOLUTION 18-09-24**

RESOLUTION DIRECTING PUBLICATION OF NOTICE TO ELECTORS

WHEREAS an initial resolution authorizing general obligation bonds has been adopted by the Common Council of the City of Pewaukee, Wisconsin and it is now necessary that said initial resolution be published to afford notice to the residents of the City of its adoption;

NOW, THEREFORE, BE IT RESOLVED that the City Clerk shall, within 15 days, publish a notice to the electors in substantially the form attached hereto as Exhibit A in the official City newspaper as a class 1 notice under chapter 985, Wis. Stats.

This final resolution passed and adopted this 10<sup>th</sup> day of September, 2018.

CITY OF PEWAUKEE

\_\_\_\_\_  
Steve Bierce, Mayor

ATTEST:

\_\_\_\_\_  
Kelly M. Tarczewski, Clerk/Treasurer

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

**DATE:** September 10, 2018

**DEPARTMENT:** Clerk/Treasurer

**PROVIDED BY:**

***SUBJECT:***

Discussion and Possible Action Regarding **Resolution 18-09-25** Providing for the Sale of \$1,445,000 General Obligation Water System Bonds [P. Cosson - Ehlers]

***BACKGROUND:***

***FINANCIAL IMPACT:***

***RECOMMENDED MOTION:***

**ATTACHMENTS:**

Description

Resolution 18.09.26

**RESOLUTION 18-09-25****RESOLUTION PROVIDING FOR THE SALE OF  
\$1,445,000 GENERAL OBLIGATION WATER SYSTEM BONDS**

WHEREAS the Common Council of the City of Pewaukee, Waukesha County, Wisconsin (the "City") has adopted an initial resolution (the "Initial Resolution") authorizing the issuance of general obligation bonds in an amount not to exceed \$1,445,000 to finance water system improvements.

NOW, THEREFORE, BE IT RESOLVED that:

Section 1. Issuance of Bonds. The City shall issue the general obligation bonds authorized by the Initial Resolution in an aggregate principal amount not to exceed \$1,445,000, which bonds shall be designated "General Obligation Water System Bonds, Series 2018A" (the "Bonds").

Section 2. Sale of Bonds. The Common Council hereby authorizes and directs that the Bonds be offered for public sale. At a subsequent meeting, the Common Council shall consider such bids for the Bonds as may have been received and take action thereon.

Section 3. Notice of Bond Sale. The City Clerk be and hereby is directed to cause notice of the sale of the Bonds to be disseminated at such times and in such manner as the City Clerk may determine and to cause copies of a complete, official Notice of Bond Sale and other pertinent data to be forwarded to interested bidders as the City Clerk may determine.

Section 4. Official Statement. The City Clerk shall cause an Official Statement concerning this issue to be prepared by the City's financial advisor, Ehlers & Associates, Inc. The appropriate City officials shall determine when the Official Statement is final for purposes of Securities and Exchange Commission Rule 15c2-12 and shall certify said Statement, such certification to constitute full authorization of such Statement under this resolution.

This final resolution passed and adopted this 10<sup>th</sup> day of September, 2018.

CITY OF PEWAUKEE

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Steve Bierce, Mayor

ATTEST:

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Kelly M. Tarczewski, Clerk/Treasurer

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

**DATE:** September 10, 2018

**DEPARTMENT:** Clerk/Treasurer

**PROVIDED BY:**

***SUBJECT:***

Discussion and Possible Action to Approve the Proposed Amendment to the Wethersfield Subdivision and Adjacent Land Declaration of Restrictions Related to Section B.4. Removing the Requirement that all Shingles be a "Weatherwood" Color [Attorney Brejcha]

***BACKGROUND:***

***FINANCIAL IMPACT:***

***RECOMMENDED MOTION:***

**ATTACHMENTS:**

Description

Original Declaration of Restrictions

Restriction Amendment

**DECLARATION OF RESTRICTIONS**

**FOR**  
**WETHERSFIELD SUBDIVISION**  
**AND**  
**ADJACENT LAND**

2525298

REGISTER'S OFFICE  
WAUKESHA COUNTY, WI  
RECORDED ON

12-10-1999 3:59 PM

MICHAEL J. HASSLINGER  
REGISTER OF DEEDS

REC. FEE: 38.00  
REC. FEE-CO: 4.00  
REC. FEE-ST: 2.00  
TRAN. FEE:  
TRAN. FEE-STATE:  
PAGES: 18

RETURN TO: SIEPMANN REALTY  
W240 NIZZI PEWAUKEE  
WAUKESHA, WI 53188

KNOW ALL PERSONS BY THESE PRESENTS; that SIEPMANN DEVELOPMENT COMPANY LIMITED PARTNERSHIP is a partnership duly organized and existing under and by virtue of the laws of the State of Wisconsin, located at Waukesha, Wisconsin (herein referred to as "Developer," which term shall also include the duly authorized agent of Developer). Developer is the owner of WETHERSFIELD Subdivision, being a subdivision of part of the NE 1/4, AND NW 1/4 of Sec., 12, Town 7 North, Range 19 East, City of Pewaukee, Waukesha County, Wisconsin, (herein referred to as "WETHERSFIELD") and intends to establish a general plan for the use, occupancy and enjoyment of WETHERSFIELD, and in furtherance of the general purpose set forth in Section A, below, does hereby declare for the mutual benefit of present and future owners of lands in WETHERSFIELD and any future stages of development added as provided in Section E, below (herein referred to individually as "Owner" and collectively as "Owners"), that WETHERSFIELD shall be subject to the following restrictions:

**A. GENERAL PURPOSE**

The general purpose of this Declaration is to promote the harmonious development of WETHERSFIELD into a residential district of the highest quality while protecting the natural beauty and quality of the environment. In addition, this Declaration is to help insure that WETHERSFIELD will become and remain an attractive community; to

preserve the open space within WETHERSFIELD; to guard against the erection therein -of poorly designed or proportioned structures; to obtain harmonious use of materials; to insure the highest and best residential development of the property; to encourage and secure the erection of attractive homes in appropriate locations on building sites; to secure and maintain proper setbacks from streets and adequate free spaces between structures; and in general, to provide adequately for high quality improvements while remaining sensitive to preserving the natural environment and thereby maintain and enhance the value of investments made by purchasers of properties in WETHERSFIELD.

**B. BUILDING RESTRICTIONS - LOTS 1 THROUGH 50 (Single-Family Lots)**

1. Lots 1 to 50 inclusive, in WETHERSFIELD are restricted to the erection of a one story, story and one-half, or two story single family residence building with a minimum square footage of living space (without regard for basement level areas) of two thousand three hundred (2,300) square feet, and with an attached garage which will accommodate at least two cars.

2. The garage must be attached to the residence directly or by breezeway, or built into the basement of the residence and must be constructed with the residence. The maximum size of the garage shall conform to City of Pewaukee (hereinafter referred to as the "City") ordinances. Garage entrances must be on the side of the building.

3. The exterior walls of the residence and attached garage must be constructed of brick, stone, stucco, solid wood siding, wood waferboard products of the type and quality of the innerseal lap siding product manufactured by Louisiana Pacific Corporation on the date hereof, Hardiplank siding, or their equivalents. Certain artificial stone products may be allowed if specifically approved by Developer. Siding materials such as aluminum, vinyl, steel, pressed board, Masonite or plywood will not be permitted. Any exposed basement or foundation wall must be covered with masonry

veneer, plaster or the siding materials used on the walls above.

4. All two story and story and one-half residence roofs shall have a minimum pitch of eight feet in height for each twelve feet in length (8/12), except for rear dormers on a story and one-half residence. All one-story residence roofs shall have a minimum pitch of ten feet in height for each twelve feet in length (10/12). A lower minimum roof pitch may be allowed in special circumstances if approved in writing by Developer. All roof areas having an appropriate pitch shall be covered with wood shakes or textured dimensional shingles in a "weatherwood" color.

5. The residence with attached garage, a sodded or seeded lawn and a paved driveway must be completed within one year of the start of construction.

6. Only one residence may be erected on a lot.

7. The minimum setback from any abutting street right-of-way is 50 feet, except for corner lots where the minimum setback is 50 feet from the "front" street and 40 feet from the "side" street. Side yard and rear yard setbacks shall conform to the City ordinances.

8. There shall be no outside storage of boats, trailers, buses, commercial trucks, recreational vehicles or other vehicles or items deemed to be unsightly by the Developer or the WETHERSFIELD Homeowners Association, created pursuant to Section D, below.

9. All building plans and the exterior design of each building to be constructed, and all yard grades and stakeout surveys must be approved by Developer in writing prior to application for a building permit. In addition, basic site features such as fences (which shall be of a decorative style; in no event will chainlink or privacy fences

be allowed), decks, swimming pools (which must be inground), retaining walls (which shall be constructed of natural stone or wood timbers only), additions and other temporary or permanent structures or elements contributing to the total environmental effect of WETHERSFIELD are subject to the prior written approval of Developer. Developer's approval shall be based upon the building and use restrictions contained in this Section B and the Guidelines for Plan Approval for WETHERSFIELD Subdivision which Owner shall obtain from Developer prior to submitting plans to Developer for approval. Developer may withhold exterior design approval if the design is too similar in appearance to others in close proximity. Following such time that a principal residence has been constructed upon each lot in WETHERSFIELD, Developer may, but shall not be obligated to, delegate to the WETHERSFIELD Homeowners Association Committee the approval authority contained in this Paragraph 9. To be effective, notice of such delegation shall be recorded in the office of the Register of Deeds for Waukesha County, Wisconsin.

10. At the time of construction of a residence the Owner shall install at a location designated by Developer, one outdoor electric postlamp with an unswitched photoelectric control. The design of the postlamp shall be subject to the approval of the Developer. The postlamp shall be maintained by the Owner in a proper operating manner. If the postlamp is not so maintained, maintenance shall be performed by the WETHERSFIELD Homeowner's Association, and the cost of such maintenance shall be an assessment against the Owner, payable within 10 days after the date of the assessment.

11. The design and location of each mailbox/newspaper box shall be subject to approval of the Developer.

12. There shall be no satellite dish antennas having a diameter in excess of 24 inches, no outbuildings and no above ground swimming pools. No antenna or



satellite dish shall be mounted or installed on any roof. Any antenna or satellite dish shall be placed and screened so as to minimize its visibility from roadways and neighboring lots. All swimming pool related pump, heater and filter equipment must be concealed in an enclosure to minimize noise and visibility.

13. The Developer, and no other, shall have the right and authority to modify the Building and Use Restrictions or to permit variances from application thereof, if in its opinion, the modification or variance is consistent and compatible with the overall scheme of development of WETHERSFIELD, provided that no such modification shall be in violation of local ordinances, or have the effect of revoking an approval previously granted in writing hereunder. Notwithstanding the foregoing, any such modifications or variances shall be at the sole and absolute discretion, aesthetic interpretation and business judgment of the Developer, and this paragraph and any modifications or variances granted hereunder shall not in any way be interpreted (i) as preventing the Developer from requiring at any time, and from time to time, strict compliance with the Building and Use Restrictions, or (ii) as entitling any person to a modification or variance not approved and granted in writing by the developer.

14. Each Owner must strictly adhere to and finish grade its lot in accordance with the Master Grading Plan or any amendment thereto approved by the City Engineer on file in the office of the City Clerk. The Developer and/or the City and/or their agents, employees or independent contractors shall have the right to enter upon any lot, at any time, for the purpose of inspection, maintenance and correction of any drainage condition, and the Owner is responsible for cost of the same. Each Owner, at the time of home construction, shall also be responsible for grading their lot so as to direct drainage toward the street or other established drainageway and to prevent an increase in drainage on to neighboring property. In addition, at the time of construction,

erosion control measures shall be installed and maintained according to the standards and specifications set forth in the Wisconsin Construction Site Best Management Practices Handbook and/or local ordinances.

15. Any Owner violating the restrictions contained herein shall be personally liable for and shall reimburse Developer and the Association for all costs and expenses, including attorneys' fees, incurred by Developer or the Association in enforcing the restrictions contained in this Section B. The foregoing shall be in addition to any other rights or remedies which may be available to Developer and the Association.

**C. BUILDING RESTRICTIONS – MULTI-FAMILY/INSTITUTIONAL SITE**

Developer is the Owner of the following described parcel of land (herein referred to as “multi-family/institutional site”) which adjoins WETHERSFIELD:

All that part of the Northwest Quarter (NW ¼) and Northeast Quarter (NE ¼) of Section 12, Town 7 North, Range 19 East, City of Pewaukee, Waukesha County, Wisconsin, bounded and described as follows: Commencing at the southwest corner of said Northwest Quarter (NW ¼); thence South 88°48'34" East along the south line of said Northwest Quarter (NW ¼) 2456.63 feet; thence North 1°04'42" East 196.87 feet to the place of beginning of the lands herein to be described, thence South 88°55'18" East along the north line of Capitol Drive (STH 190) 115.01 feet; thence South 82°30'48" East along said north line 492.78 feet; thence South 88°55'18" East along said north line 113.52 feet; thence northerly along the west line of Duplainville Road 227.57 feet along the arc of a curve of radius 326.30 feet, center lies to the west, chord bears North 22°41'35" East 222.99 feet; thence North 2°20'35" East along said west line 56.11 feet; thence North 88°55'18" West 801.61 feet; thence South 1°04'42" East 208.40 feet to the place of beginning.

Developer does hereby declare that the multi-family/institutional site shall be subject to the following restrictions:

1. The multi-family/institutional site shall be restricted to the erection of

multiple family dwellings or institutional buildings which comply with the provisions of the City ordinances relating to such buildings and such other conditions as may be established by the City.

2. The minimum front yard, side yard and rear yard building setbacks shall conform to the City's ordinances.

3. There shall be no outside storage of boats, trailers, buses, commercial trucks, recreational vehicles or other items or vehicles deemed to be unsightly by the Developer.

4. All building plans and the exterior design of each building to be constructed, and all yard grades and stakeout surveys must be approved by Developer in writing prior to the application for a building permit. In addition, basic site features such as fences, decks, swimming pools (which must be in-ground), retaining walls, satellite dishes, lighting and other temporary or permanent structures or elements contributing to the total environmental effect within the multi-family/institutional site and WETHERSFIELD are subject to the prior written approval of Developer.

**D. OWNERS ASSOCIATION**

1. An unincorporated association (herein referred to as the "Association") of the Owners of land in WETHERSFIELD and all future stages of development as provided in Section E, below (herein referred to individually as "Owner" and collectively as "Owners"), is hereby created for purposes of managing and controlling subdivision Common Areas (as defined below) and performing other duties as set forth herein for the common benefit of the Owners. The Association shall be known as "WETHERSFIELD Homeowners Association".

2. The term "Common Area" shall include the following areas, plus any additional areas which may be added in accordance with Section E, below.

(a) Outlots 1, 2, 3, 4, 5, and 6, of WETHERSFIELD.

(b) The grass area and any fencing and landscaping contained within the public right-of-way of Capitol Drive and Duplainville Road.

(c) All landscaped courts and boulevards contained within the dedicated streets in WETHERSFIELD. Any portion of the Common Area within a public street right-of-way may only be improved with the consent of the City and other appropriate public authorities. Consent to any such improvement shall not be considered or construed as an assumption of liability by the City or responsibility for maintenance, nor shall such consent relieve the Association and/or the Owners of duties to maintain such improvements.

3. Each single-family lot shall have an appurtenant undivided fractional interest in the Common Area outlots (including added future stages), the numerator of which shall be one and the denominator of which shall be the total number of lots subject to this Declaration (including added future stages) but excluding the multi-family/institutional site. All deeds and any other conveyances of any single-family lot in WETHERSFIELD shall be deemed to include such undivided interest in the Common Area outlots, whether or not so specifically stated in any such deed or other conveyance.

4. The Association shall be governed by a three member Committee, hereinafter referred to as the "Committee," which shall be solely responsible for the activities of the Association. The initial members of the Committee shall be James P. Siepmann, Charles B. Schiereck and Karen S. Reed.

5. To qualify as a member of the Committee, a person must be either an Owner or a duly designated officer or representative of an Owner.

6. So long as fifty percent (50%) or more of the lots in WETHERSFIELD are owned by Developer, all three members of the Committee shall be appointed by Developer. So long as twenty percent (20%) or more but less than fifty percent (50%) of the lots in WETHERSFIELD are owned by Developer, two members of the Committee shall be appointed by Developer and one member shall be elected as provided herein. So long as five percent (5%) or more but less than twenty percent (20%) of the lots in WETHERSFIELD are owned by Developer, one member of the Committee shall be appointed by Developer and two members shall be elected as provided herein. If less than five percent (5%) of the lots in WETHERSFIELD are owned by Developer, all of the members of the Committee shall be elected as provided herein. The provisions of this paragraph shall also apply in the event of any future stages of development in accordance with Section E., below, but the lots contained therein shall not be considered in determining the above percentages.

7. Each Owner shall be entitled to vote in person or by proxy in elections for selecting members of the Committee. Owners shall have one vote for each single family lot owned.

8. The term of office of the initial members of the Committee shall commence upon the execution hereof and shall continue until December 31, 2000. Thereafter, the term of office of members of the Committee shall be for two calendar years. If any member of the Committee shall die, resign, be unable to act or cease to be qualified to be a member, the unexpired term of such member shall be filled by a special election, (or appointment by Developer, if applicable, pursuant to the terms of Paragraph D. 6, above).

9. All meetings of the Committee shall be open to Owners. The annual meeting shall be held upon not less than three days prior written notice to all of the

Owners. Meetings of the Committee for the purpose of carrying out its duties and powers as set forth herein may be held from time to time without notice. Two members of the Committee shall constitute a quorum. Actions of the Committee shall be taken by majority vote.

10. The Committee shall have the following duties:

(a) To provide for the maintenance of improvements in Common Areas;

(b) To establish dates and procedures for the election of members of the Committee;

11. The Committee shall have the following powers:

(a) To take such action as may be necessary to cause the Common Areas to be maintained, repaired, landscaped (where appropriate) and kept in good, clean and attractive condition.

(b) To take such action as may be necessary to enforce the provisions of Paragraphs B.8 and B.10, above.

(c) To enter into contracts and to employ agents, attorneys or others for purposes of discharging its duties and responsibilities hereunder; and

(d) To levy and collect assessments in accordance with the provisions of Paragraph D. 12, below.

12. The Committee shall levy and collect assessments in accordance with the following:

(a) The Owner of each single-family lot shall be subject to a general annual charge or assessment equal to his pro rata share of the costs incurred or

anticipated to be incurred by the Association in performing its duties and discharging its obligations. The pro rata share of an Owner of a lot shall be a fraction, the numerator of which shall be one and the denominator of which shall be the total number of lots subject to this Declaration (including added future stages) excluding the multi-family/institutional site, (unless the multi-family/institutional site and Certified Survey Map No. 270 are to be included in accordance with Paragraphs D. 16 and D. 18 below) at the time of the assessment. Said costs shall include, but not be limited to: taxes, insurance, repair, replacement and additions to the improvements made to the Common Area, equipment, materials, labor, management and supervision thereof; and all costs for the Association reasonably incurred in conducting its affairs and enforcing the provisions of this Section D. Waukesha County shall not be liable for any fees or special assessments in the event that it should become the owner of any lots in the subdivision by reason of tax delinquency.

(b) Assessments shall be approved at the duly convened annual meeting of the Committee.

(c) Written notice of an assessment shall be personally delivered to each Owner subject to the assessment or delivered by regular mail addressed to the last known address of such Owner.

(d) Assessments shall become due and payable 30 days after the mailing or personal delivery of the notice, as the case may be.

(e) Assessments not paid when due shall bear interest at the rate of twelve percent (12%) per annum from the date due until paid, and such unpaid assessments and the interest thereon shall constitute a continuing lien on the real estate against which it was assessed until they have been paid in full. The assessments and

interest thereon shall also be the personal obligation of any current or subsequent Owner of the lot against which the assessment was made.

(f) The Committee may record a document with the Register of Deeds in Waukesha County, Wisconsin, giving notice of a lien for any such unpaid assessment and upon payment or satisfaction of the amount due record a document canceling or releasing any such lien. The failure to file any such notice shall not impair the validity of the lien. All recording and attorney fees relating to any such document shall be borne by the affected Owner.

(g) Upon application by any Owner, any member of the Committee may, without calling a meeting of the Committee, provide to such Owner a statement in recordable form certifying (1) that the signer is a duly elected or appointed member of the Committee and (2) as to the existence of any unpaid assessments or other amounts due to the Association. Such statement shall be binding upon the Committee and shall be conclusive evidence to any party relying thereon of the payment of any and all outstanding assessments or other amounts due to the Association.

(h) Any lien for assessment may be foreclosed by a suit brought by the Committee, acting on behalf of the Association, in a like manner as the foreclosure of a mortgage on real property.

13. During the initial term of the Committee, the Committee shall not have the power to make improvements to the Common Area in addition to those then in existence (herein referred to as "Additional Improvements") without the written approval of Developer. After the initial term, the committee shall not have the power to make Additional Improvements having a cost in excess of Five Thousand Dollars (\$5,000.00) without the consent of eighty percent (80%) of the then current Owners.



14. Members of the Committee shall not be liable for any action taken by them in good faith in discharging their duties hereunder, even if such action involved a mistaken judgment or negligence by the members or agents or employees of the Committee. The Association shall indemnify and hold the members of the Committee harmless from and against any and all costs or expenses, including reasonable attorney's fees, in connection with any suit or other action relating to the performance of their duties hereunder.

15. Failure of the Association or the Committee to enforce any provisions contained in this Section D, upon the violation thereof, shall not be deemed to be a waiver of the rights to do so, or an acquiescence in any subsequent violation.

16. If the Committee shall fail to discharge its duties under this Section D within 60 days of written demand by the City, the City may discharge the duties of the Committee. The costs of the City incurred in connection therewith shall be charged to the Owners of the properties affected by such actions of the City by adding to each Owner's real estate tax statement a charge equal to such Owner's pro rata share (the same as such Owner's share of annual assessments as provided in subparagraph D. 12 (a), above) of such costs.

17. In the event that residential buildings are erected on the multi-family/institutional site the developer of those buildings (herein referred to as "residential developer") may elect to give the residents of the multi-family/institutional site access to and the use of the Common Areas in WETHERSFIELD in common with the Owners of the single-family lots, subject to the following:

(a) The election to have access to and use of the Common Areas shall be

made by the residential developer by written notice to Developer and the Association before the initial occupancy of the residential buildings. In the event that the residential developer does not so elect by that time, this right shall terminate as to the portion of the multi-family/institutional site on which the election was due to be made.

(b) If the residential developer elects to have access to and use of the Common Areas then the Owner of the multi-family/institutional buildings shall be subject to the general annual charge and assessments as provided in this Section D except that the multi-family/institutional site owner's prorata share of the assessments shall be equal to one-quarter (1/4) of the single-family lot share per dwelling unit completed and ready for occupancy.

(c) If the residential developer elects to have access to and use of the Common Area Outlots the owners of the multi-family/institutional site buildings shall not become owners of an interest in the Common Areas but shall have one-quarter (1/4) vote per dwelling unit completed and ready for occupancy.

18. The owner of the property which is legally described as Certified Survey Map No. 270, (herein referred to as "CSM 270") which is adjacent to the Capitol Drive entry to WETHERSFIELD, shall have the right to elect to become a member of the Wethersfield Homeowners Association, notwithstanding the fact that CSM No. 270 is not within Wethersfield, subject to the following:

a.) The only purpose of electing to become a member of the Association is to give the owner of CSM 270 the same rights of access to and the use of the Common Areas as Owners of lots 1 through 50. Such election shall not entitle the owner of CSM No. 270 to any ownership interest in the Common Areas, nor will such election make

CSM 270 subject to the Building and Use Restrictions set forth in Section B. of this Declaration.

b.) If the owner of CSM 270 elects to become a member of the Association then the owner of CSM 270 shall be subject to the charges and assessments described in Section D. of this Declaration, and shall have one vote, and CSM 270 shall be included in determining each Owner's prorata share of the costs incurred or anticipated by the Association.

c.) The election to become a member of the Association shall be made in writing to the Association and the Developer. The election may be made at anytime, but once made shall be irrevocable and shall be binding upon the owner of CSM 270, his successors and assigns. Upon electing to become a member of the Association the owner of CSM 270 shall pay one full share of the current year's annual dues.

**E. FUTURE STAGES OF DEVELOPMENT OF WETHERSFIELD**

The Developer, its successors and assigns shall have the right to bring within this Declaration future stages of the development of WETHERSFIELD, provided such future stages are or become adjacent to the real estate which is or becomes subject to this Declaration or any supplemental declaration. The future stages authorized under this Section shall be added by recording a Supplemental Declaration of Restrictions with respect to the future stages which shall extend the provisions of this Declaration to such future stages and indicate any provisions which differ from the provisions of this Declaration or any prior Supplemental Declaration. Except with respect to increasing the number of Owners and adding to the Common Area, such Supplemental Declarations

shall not revoke, modify or add to the Covenants established by this Declaration or any prior Supplemental Declaration.

**F. AMENDMENT PROVISIONS**

Any of the provisions of this Declaration may be annulled, waived, changed, modified or amended at any time by written document setting forth such annulment, waiver, change, modification or amendment, executed by the Owners of lands having at least sixty percent (60%) of the votes in the Association; provided, however, that any such action must also be approved in writing by (i) the City, (ii) Waukesha County and (iii) the Developer so long as it shall be an Owner. This Declaration and all amendments shall be executed as required by law so as to entitle it to be recorded, and shall be effective upon recording in the office of the Register of Deeds for Waukesha County, Wisconsin.

**G. RESERVATION BY DEVELOPER OF RIGHT TO GRANT EASEMENTS.**

Developer hereby reserves the right to grant and convey easements to the City and/or to any public or private utility company, upon, over, through or across those portions of any Lot or Outlot in WETHERSFIELD within 10 feet of any lot line for purposes of allowing the City or utility company to furnish gas, electric, water, sewer, cable television or other utility service to any Lot(s) or through any portions of WETHERSFIELD for purposes of facilitating drainage of storm or surface water within or through WETHERSFIELD. Such easements may be granted by Developer, in its own name and without the consent or approval of any lot Owner, until such time as Developer has conveyed legal title to all Lots platted or to be platted in WETHERSFIELD or any future stages added pursuant to Section E., above, to persons other than a Successor-Developer.

**H. DURATION OF RESTRICTIONS**

These restrictions and any amendments thereto shall be in force for a term of thirty (30) years from the date this Declaration is recorded, and upon the expiration of such initial 30 year term or any extended term as provided herein, this Declaration shall be automatically extended for successive terms of 10 years each, unless prior to the end of the then-current term a notice of termination is executed by the owners of at least ninety percent (90%) of all lots subject to this Declaration (and their mortgagees) and is recorded in the office of the Register of Deeds of Waukesha County. These Restrictions shall be deemed to run with the land and shall bind the owners and their heirs, successors and assigns and be enforceable by any owner, and to the extent permitted by paragraph D.16, above, the City of Pewaukee, Waukesha County, Wisconsin.

IN WITNESS WHEREOF, the undersigned, being the General Partner of SIEPMANN DEVELOPMENT COMPANY LIMITED PARTNERSHIP, has executed this Declaration of Restrictions this 10<sup>th</sup> day of December, 1999.

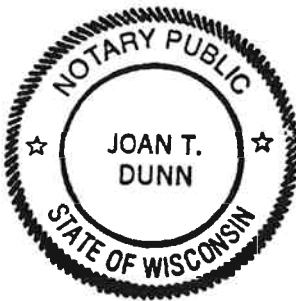
SIEPMANN DEVELOPMENT COMPANY  
LIMITED PARTNERSHIP

BY: SIEPMANN REALTY CORP., General  
Partner

BY:   
James P. Siepmann, President

STATE OF WISCONSIN   )  
                                  ) SS  
WAUKESHA COUNTY    )

Personally came before me this 1st day of October, 1999, the above-named James P. Siepmann, to me known to be the person who executed the foregoing instrument and acknowledged the same.



Joan T. Dunn  
Notary Public, Waukesha County,  
State of Wisconsin  
My Commission Expires: October 6, 2002

This Instrument Was Drafted By:  
Siepmann Development Company  
W240 N1221 Pewaukee Road  
Waukesha, WI 53188

12/10/99 c:\msworks\wethers\

Document Number	<p align="center"><b>AMENDMENT TO DECLARATION OF RESTRICTIONS FOR WETHERSFIELD SUBDIVISION AND ADJACENT LAND</b></p> <p align="center"><b>Title of Document</b></p>
<p>WHEREAS, the Declaration of Restrictions for Wethersfield Subdivision and Adjacent Land (“Declaration”) was recorded on December 10, 1999 as Document No. 2525298; and</p> <p>WHEREAS, at least sixty (60%) percent of the owners of lands in Wethersfield Subdivision wish to amend the Declaration.</p>	
<p>NOW, THEREFORE, at least sixty (60%) percent of the owners of lands in Wethersfield Subdivision agree that the Declaration of Restrictions for Wethersfield Subdivision, and specifically Section B.4. of the Declaration of Restrictions for Wethersfield Subdivision and Adjacent Land shall be amended to eliminate the requirement that all shingles be in a “weatherwood” color and shall now read as follows:</p>	
	<p>Recording Area</p> <hr/> <p>Name and Return Address</p>
	<p>Atty. Brian M. Brejcha</p>
	<p>PO Box 558</p>
	<p>Waukesha WI 53187-0558</p>
	<p>Parcel Identification Number (PIN)</p> <hr/>

4. All two story and story and one-half residence roofs shall have a minimum pitch of eight feet in height for each twelve feet in length (8/12), except for rear dormers on a story and one-half residence. All one-story residence roofs shall have a minimum pitch of ten feet in height for each twelve feet in length (10/12). A lower minimum roof pitch may be allowed in special circumstances if approved in writing by Developer. All roof areas having an appropriate pitch shall be covered with wood shakes or textured dimensional shingles.

All provisions of the Declaration of Restrictions for Wethersfield Subdivision and Adjacent Land executed on December 10, 1999 and recorded on December 10, 1999 in the Waukesha County Register of Deeds office as Document No. 2525298 not inconsistent with the above modifications remain in full force and effect.

This document drafted by:  
Attorney Brian M. Brejcha  
CRAMER, MULTHAUF & HAMMES, LLP  
1601 East Racine Avenue • Suite 200  
P.O. Box 558  
Waukesha, WI 53187  
(262)-542-4278

# Signature Page

The CITY OF PEWAUKEE hereby approves the Amendment to the Declaration of Restrictions for the Wethersfield Subdivision and Adjacent Land, amending Section B.4. to remove the requirement that all shingles be a “weatherwood” color.

# CITY OF PEWAUKEE

By: \_\_\_\_\_

Name: \_\_\_\_\_

[illegible]

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 2018, the above-named \_\_\_\_\_, authorized on behalf of the City of Pewaukee to be the person who executed the foregoing instrument and acknowledged the same.

Notary Public, \_\_\_\_\_  
Commission expires: \_\_\_\_\_



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

**DATE:** September 10, 2018

**DEPARTMENT:** Clerk/Treasurer

**PROVIDED BY:**

***SUBJECT:***

**Public Hearing** and Possible Action Related to the Conditional Use Permit for Aspire Dance LLC to Operate a Dance Studio for Children and Adults Located at W238 N1700 Rockwood Drive (PWC 0954-998-016) and Consideration of the Plan Commission (PC 7/19/2018) Recommendations [Mayor Bierce]

***BACKGROUND:***

***FINANCIAL IMPACT:***

***RECOMMENDED MOTION:***

**ATTACHMENTS:**

Description

Aspire Dance LLC Conditional Use Permit

Aspire Dance LLC Plan of Operation

Aspire Dance LLC staff report

<p><b>A COVENANT REGARDING THE ISSUANCE OF A CONDITIONAL USE PERMIT BY THE <u>CITY OF PEWAUKEE</u></b></p>		
<p><b>TAX KEY NUMBER(S) OR PARCEL(S) INVOLVED:</b></p> <p><b><u>PWC 0954998016</u></b></p>	<p><b>CONDITIONAL USE PERMIT: NO. CUP-18-7-1</b></p>	<p>Recording area</p> <hr/> <p>Name &amp; Return Address</p> <p>City of Pewaukee W240N3065 Pewaukee Rd Pewaukee, WI 53072</p>
<p><b>LEGAL DESCRIPTION:</b></p> <p>PARCEL 1 CERT SURV 5308 VOL 42/651 REC AS DOC# 1446088 PT NW1/4 SEC 23 T7N R19E :: DOC# 4154723</p> <p><b>PERSON(S), AGENT(S) OR CORPORATION(S) PETITIONING FOR PERMIT:</b></p> <p><u>Aspire Dance LLC</u></p>		

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

No conditions.

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

\_\_\_\_\_  
Attest:

\_\_\_\_\_  
Signature of equitable owner

\_\_\_\_\_  
Date

\_\_\_\_\_  
Kelly Tarczewski  
City Clerk

\_\_\_\_\_  
Steve Bierce  
Mayor, City of Pewaukee

\_\_\_\_\_  
Date

State of Wisconsin  
County of Waukesha

Signed or attested before me on \_\_\_\_\_, 2018 by Steve Bierce, Mayor and Kelly Tarczewski, Clerk.

(Seal)

\_\_\_\_\_  
Ami Hurd  
My Commission expires \_\_\_\_\_

This instrument was drafted by Ami Hurd, Deputy Clerk

W240 N3065 Pewaukee Rd Pewaukee, WI 53072 Building Services Office - 262-691-9107 City Hall Main Office - 262-691-0770 Fax - 262-691-1798		<b>BUSINESS PLAN OF OPERATION APPLICATION CITY OF PEWAUKEE</b>			Permit No.  Parcel/Tax Key No.	
NAME OF PROPOSED BUSINESS: <u>Aspire Dance LLC</u>					SUITE#:	
SITE ADDRESS: <u>W238 N100 Rockwood Dr.</u>				City <u>Pewaukee</u>	State <u>WI</u>	Zip <u>53072</u>
Business / Operator's Name (Please Print) ***IF SOLE PROPRIETOR-PLEASE SEE page 2 of 4 pages***	Mailing Address		City	State	Zip	Phone#
	Email Address		FEIN#			
Tenant's Name: (Please Print) <u>Aspire Dance LLC</u>	Mailing Address		City	State	Zip	Phone#
	Email Address <u>aspiredance@gmail.com</u>		FEIN# <u>27-0777331</u>			
DESCRIPTION OF BUSINESS OPERATION: <u>Dance Studio</u>						
TYPE of BUSINESS: Please Check the appropriate Box for type:				Description		
<input type="checkbox"/> Retail <input type="checkbox"/> Wholesale <input type="checkbox"/> Office <input type="checkbox"/> Institutional <input type="checkbox"/> Warehouse/Storage <input checked="" type="checkbox"/> Other? <u>Dance Studio</u> <input type="checkbox"/> Industrial				<u>Dance movement instruction for children ages 3-18</u>		
NEW USE?: Yes or No?		or EXPANSION OF EXISTING USE?: Yes or No?		or OTHER?		
HOURS of OPERATION: From: <u>3:00pm</u> to <u>10:00pm</u>			DAYS of OPERATION: <u>Mon-Fri and Sat. morning 9am-2pm</u>			
MAXIMUM NUMBER OF EMPLOYEES		How many Full Time? <u>1</u> How many Part Time? <u>0</u>		CURRENT ZONING:		
Expected Customers per day: <u>50</u>			Number of Trucks per day: <u>0</u> Number of Autos per day: <u>30, mostly drop-off</u>			
<b>PARKING</b> Available Parking/Parking Lot Spaces # <u>15+</u> Loading Spaces # _____  Is there Overnight Parking? Yes or No Where? _____			<b>STORAGE</b> Any Outside Storage? Yes or <u>(No)</u> Please list type of Storage? _____			
<b>SEWAGE DISPOSAL BY:</b> Public Sewer _____ Septic Tank _____ Holding Tank _____ Storm Water Retention/Detention: Yes? or No?		<b>WATER SUPPLY BY:</b> Public Water Main _____ Private Well _____ Other _____		<b>SOLID WASTE (trash) DISPOSAL BY:</b> Contract: _____ Self: _____ Any flammable substances? Yes or <u>(No)</u> If Yes, where Stored? _____		
Any Special Equipment/Facilities/Requirements? Yes or <u>(No)</u> What?						
APPLICANT'S SIGNATURE <u>[Signature]</u>		APPLICANT'S PRINTED NAME <u>Finanza German</u>		DATE SIGNED <u>6/14/18</u>		
PROPERTY OWNER'S SIGNATURE <u>[Signature]</u>		PROPERTY OWNER'S PRINTED NAME <u>John Schlueter</u>		DATE SIGNED <u>6/15/2018</u>		
<b>APPROVAL CONDITIONS</b> Applicant is responsible to obtain any licenses, permits, certificates or other documents from other agencies of City Departments. For example: Cigarette and Alcoholic Beverage Licenses must be obtained from the City Clerk and Building Permits from the Building Inspector. Also, Occupancy of the premises requires approval of this application.						
<b>For City Staff ONLY</b> Submitted for Review on: _____ Date: _____ Approval by Zoning Administrator: _____ Date: _____ Approval by City Planner: _____ Date: _____ SPECIAL REQUIREMENTS/COMMENTS: _____						



## Wrayburn Consulting, LLC

[info@wrayburnconsulting.com](mailto:info@wrayburnconsulting.com)

13500 Watertown Plank Road, Suite 100  
Elm Grove, WI 53122  
262-893-3903

---

Date: July 12, 2018  
To: City of Pewaukee Plan Commission  
Scott Klein, City Administrator  
From: Nick Fuchs, Wrayburn Consulting, LLC  
RE: Aspire Dance Conditional Use and Business Plan of Operation

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### **Project Description**

The applicant, Aspire Dance filed a Conditional Use Permit and Business Plan of Operation Applications requesting approval to locate within an existing tenant space at W238N1700 Rockwood Drive.

The property is zoned M-2 Limited Industrial District and is designated as Manufacturing / Fabrication / Warehousing on the City's 2035 Future Land Use Map. The proposed use may be allowed within the M-2 District as a Conditional Use.

Aspire Dance provides dance instruction to children and adults. The applicant is not proposing any exterior site or building modifications.

### **Recommendation**

Although the proposed use is not industrial in nature, it is allowed as a Conditional Use per the M-2 District, and the use does not have any anticipated adverse impacts on the surrounding properties. Furthermore, similar service type uses are located within the area, such as Dogtopia and Marillian Massage. Therefore, approval of the Conditional Use and Business Plan of Operations Applications is recommended.

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

**DATE:** September 10, 2018

**DEPARTMENT:** Clerk/Treasurer

**PROVIDED BY:**

***SUBJECT:***

**Public Hearing** and Possible Action Related to the Conditional Use Petition for the Glen at Parkway Ridge  
Located on the East Side of Bluemound Road In Order to Develop a Two and Four-Unit Condominium Community  
(PWC 0925-993, PWC 0925-992, PWC 0925-990) [Mayor Bierce]

***BACKGROUND:***

***FINANCIAL IMPACT:***

***RECOMMENDED MOTION:***

**ATTACHMENTS:**

Description

Parkway Ridge conditional use

Parkway Ridge staff report

Excerpt from 8.16.18 Plan Commission meeting

**- NOTICE OF CONDITIONAL USE PUBLIC HEARING -**

**PLEASE TAKE NOTICE THAT THERE WILL BE A PUBLIC HEARING ON THE PETITION OF MATT QUEST & THE GLEN AT PARKWAY RIDGE FOR A CONDITIONAL USE PERMIT ON THE FOLLOWING PROPERTY IN THE CITY OF PEWAUKEE:**

**Legal description of property:**

BEGINNING AT THE EAST ¼ CORNER OF SECTION 16, T7N, R19E; THENCE S87°04'25"W ALONG THE SOUTH LINE OF THE NORTHEAST ¼ OF SAID SECTION 16 A DISTANCE OF 893.95 FEET; THENCE N13°12'55"W. 126.93 FEET; THENCE N14°28'59"W. 253.82 FEET; THENCE S87°30'54"W. 133.85 FEET, TO A POINT ON THE EAST RIGHT-OF-WAY OF BLUEMOUND ROAD (CTH "JJ"); THENCE N23°31'05"E. ALONG SAID RIGHT-OF-WAY, 203.74 FEET; THENCE 311.13 FEET ALONG THE ARC OF A CURVE TO THE LEFT, WITH A RADIUS OF 766.20 FEET AND WHOSE CHORD BEARS N11°53'06"E. 309.00 FEET, TO A POINT LABEL "A"; THENCE N82°30'14"E., 8.39 FEET; THENCE N85°39'14"E., 962.94 FEET, TO A POINT ON THE EAST LINE OF THE NORTHEAST ¼ OF SAID SECTION 16; THENCE S00°21'46"E. ALONG SAID EAST LINE, 881.15 FEET TO THE POINT OF BEGINNING.

**Common Description or name:** N28W25206 Bluemound Road, N27W25284 Bluemound Road, N27W25250 Bluemound Road

**Tax Key Number(s):** PWC 0925993, PWC 0925992 & PWC 0925990    **Current zoning:** Rs-1

**This conditional use permit is requested in order to** develop a two- and four-unit condominium community.

**THE PUBLIC HEARING** will be held at a meeting of the Common Council in the City Hall Common Council Chambers on Monday, September 10<sup>th</sup>, 2018 at or after 7:00 PM.

Dated this 8<sup>th</sup> day of August, 2018.

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Kelly Tarczewski  
Clerk/Treasurer



## Wrayburn Consulting, LLC

[info@wrayburnconsulting.com](mailto:info@wrayburnconsulting.com)

13500 Watertown Plank Road, Suite 100

Elm Grove, WI 53122

262-893-3903

---

Date: August 7, 2018

To: City of Pewaukee Plan Commission  
Scott Klein, City Administrator

From: Nick Fuchs, Wrayburn Consulting, LLC

RE: The Glen at Parkway Ridge Conditional Use and Condominium Plan Review

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### **Project Description and Analysis**

The applicant, Neumann Developments, Inc., filed Applications for a Rezoning, Conditional Use, Certified Survey Map, Preliminary Certified Survey Map and a Condominium Plan for development of sixty (60) condominium units located at N27W25250, N27W25284 and N28W25206 Bluemound Road. Note that the rezoning and certified survey maps were approved at the June 21, 2016 Plan Commission meeting.

The subject properties are now zoned RM-1 Multiple-Family District. The properties are designated as Medium Density Residential on the City's 2050 Future Land Use Map.

### **Conditional Use/Condominium Plan**

The Condominium Plan includes 60-units within 16 buildings as well as a clubhouse and in-ground swimming pool. The buildings comprise of fourteen 4-family dwellings and two 2-family dwellings (Building Nos. 12 and 15). The site plan also includes four storm water ponds proposed at the corners of the development. With 17.7 developable acres, the proposed density is approximately 3.39 dwelling units per acre, which complies with the RM-1 District maximum density of 6.00 dwelling units per net acre.

The site plan includes a mowed trail that connects to the existing adjacent County mowed trails. Note that it was suggested that the trails extend and connect to the sidewalk along the proposed public street directly, opposed to ending at the shared drives between condominium units. The suggestion is to provide for better connectivity and accessibility by providing access that is less intrusive to the condominium owners and more inviting to other residents.

The applicant has indicated that tree impacts will be mitigated and are proposing that every healthy tree, except for buckthorn, elm and ash, of 6-inches or larger be replaced within common spaces, private yards or possibly on County land. The applicant has also noted that pine trees will be planted and relocated on the southern portion of the development.

The applicant provided a letter from the Wisconsin Department of Natural Resources, dated June 26, 2018, indicating review of a wetland delineation report prepared by Stantec Consulting Services, Inc. and concurrence that no wetlands currently exist on the subject properties. The Southeastern Wisconsin Regional Plan Commission mapping identifies the entire northernmost property and portions of the two properties to the south as a Primary Environmental Corridor. There is no floodplain per FEMA mapping.



The applicant is requesting several waivers from the Zoning Code, such as front yard setbacks and building separation requirements. If deemed appropriate and considered a “mixed use” two and four family development, the Plan Commission may approve the requested waivers per Section 17.0908 (below).

#### 17.0908 SPECIFIC PLANNED PROJECT MODIFICATION

When a development project such as an industrial or office park, shopping center, or mixed use development is proposed which involves specific development proposals which meet the intent of the individual district regulation(s) but cannot meet a specific requirement, and when the approval of such development would not set a precedent that would be detrimental to the City if it is approved in like circumstances, the Plan Commission may, after thorough review, make such specific modification in their approval of the specific project.

Note that the applicant has only provided sample architectural and landscape plans, and a lighting plan has not yet been provided. Further review of final grading, erosion control and storm water management plans is also still needed. It should be noted that the Fire Chief has indicated concerns and is recommending that the buildings contain a fire suppression system (i.e. sprinklers) or a greater building separation distance and wider driveways be provided.

#### **Recommended Motion**

A motion to recommend approval of the Conditional Use Permit for development of the Glen at Parkway Ridge subdivision, subject to the conditions contained within the Plan Commission report dated August 7, 2018 [below].

1. A final Landscape Plan shall be submitted for City staff review and approval prior to issuance of a Building Permit.
2. Final architectural elevations shall be submitted for City staff review and approval, prior to issuance of a Building Permit.
3. Final grading, erosion control and storm water management plans shall be submitted for Engineering Department review and approval prior to any land disturbing activities.
4. A tree mitigation plan shall be submitted, for City staff review and approval, to compensate for trees impacted by the construction of the development and storm water ponds, prior any land disturbing activities. Tree mitigation shall occur onsite. Alternatively, the applicant may request tree replacement to occur within City right-of-way or other properties outside of this development, subject to review and approval by City staff.
5. All units shall contain a fire suppression system, subject to review and approval by the Fire Chief. Alternatively, the applicant may increase building separation distances to a minimum of 30-feet, driveway widths to a minimum of 20-feet and utilize a noncombustible exterior in lieu of installing fire suppression for each individual unit.
6. Sidewalks and street trees shall be located within condominium association owned property.
7. The parking lot adjacent to the clubhouse shall maintain a minimum 10-foot setback from the public right-of-way.
8. Southeastern Wisconsin Regional Planning Commission approval for any impacts to the Primary Environmental Corridor shall be obtained, prior to any land disturbing activities.

## EXCERPT FROM PLAN COMMISSION MEETING 8/16/2018

3. Discussion and Action Regarding a Recommendation to the Common Council to Approve the Conditional Use Petition for The Glen at Parkway Ridge Located on the East Side of Bluemound Road In Order to Develop a Two- and Four-Unit Condominium Community (PWC 0925993, PWC 0925992, PWC 0925990)

Mr. Klein stated no action was taken last time because it was all going to be contingent upon the rezoning and everything so action was put off until they came back with more detail. In addition, state law has changed and conditional use hearings must be done at the Common Council level, so the Plan Commission will be recommending the conditional uses rather than acting on them.

Mr. Klein referred to the recommendations stated on both Mr. Weigel's memo and the memo from Wrayburn Consulting.

Mr. Kevin Anderson with Neumann Companies stated they were not provided a copy of the memo from Mr. Weigel. He referred to the sidewalk that goes around the outside of the circle for the roadway and up to Bluemound Road and noted that they did agree to take the sidewalk north to the intersection to allow the sidewalk in the right-of-way.

Discussion took place regarding several items on Mr. Weigel's memo and it was noted by Neumann Companies that they would all be taken care of. Chairman Bierce referred to the memo from Wrayburn Consulting and Mr. Neumann stated those items are in the works but are pending after conditional use approval so that they can authorize the next level of engineering and architecture.

Mr. Klein referred to item 5 on the Wrayburn Consulting memo related to the fire suppression system and noted that it may alternately be done by putting 30 feet between the buildings, having a minimum width on the driveways of 20 feet, and having non-combustible exterior materials in lieu of a fire suppression system. Mr. Neumann stated some buildings are only 25 feet apart and they would have no issue meeting the 30 foot separation. They also plan on using cement board siding which is a non-combustible material.

Mr. Klein stated the motion would be to recommend approval of the conditional use to the Council contingent upon final approval of the CSM, final layout of the buildings and that the recommendation only applies to this development under this plan. There would be no other conditions placed on it as long as the Plan Commission is okay with the density and the details when they come in with their final working drawings. It would also be contingent on the City Planner and City Engineer's recommendations.

**A motion was made and seconded (T. Janka, C. Wunder) to recommend approval with all of the contingencies listed.** Motion Passed: 7-For, 0-Against.

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

**DATE:** September 10, 2018

**DEPARTMENT:** PRCS - Planning

**PROVIDED BY:**

***SUBJECT:***

Discussion and Possible Action Regarding Proposed Preliminary Certified Survey Map (CSM #180621-2) for the 19.66 Acre Neumann Development, Inc. Property Located on the East Side of Bluemound Road and 315 Feet South of Morris Street for the Purpose of Dividing the Property Into Two Lots (PWC 0925-993, PWC 0925-990, PWC 0925-992) [Klein]

***BACKGROUND:***

***FINANCIAL IMPACT:***

***RECOMMENDED MOTION:***

**ATTACHMENTS:**

Description

Parkway Ridge Preliminary CSM

Parkway Ridge Preliminary CSM Clink's Staff Memo

Parkway Ridge Preliminary CSM Ordinance

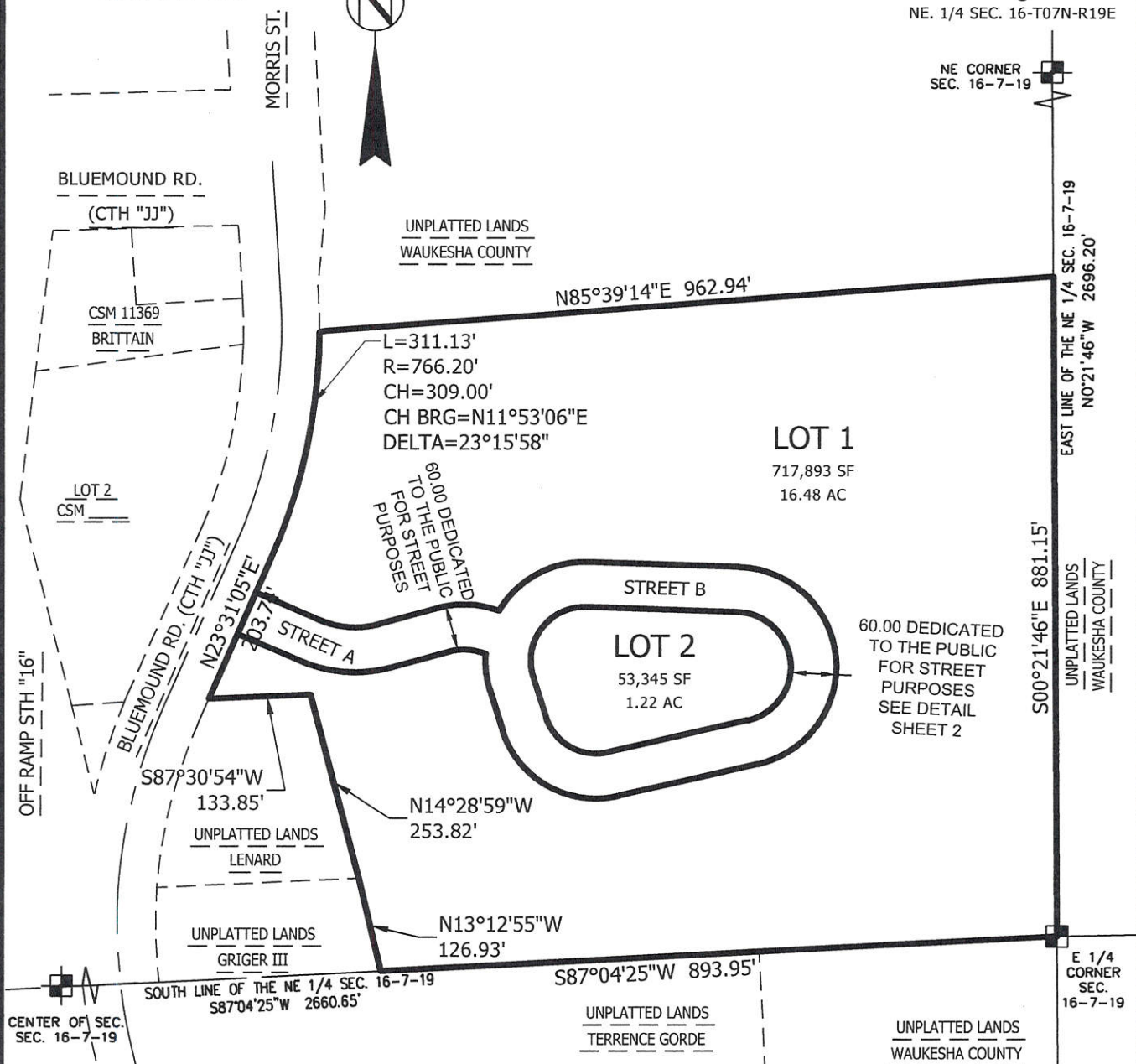
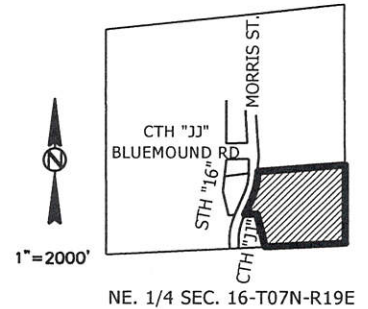
# PRELIMINARY CERTIFIED SURVEY MAP

A DIVISION OF LOT 1 OF CERTIFIED SURVEY MAP NO. \_\_\_\_\_ BEING A PART OF THE SE.  
1/4 OF THE NE. 1/4 OF SECTION 16, T.7N., R.19E., CITY OF PEWAUKEE,  
WAUKESHA COUNTY, WISCONSIN.

SURVEYOR:  
KEITH A. KINDRED, PLS S-2082  
SEH, INC.  
501 MAPLE AVE.  
DELAFIELD, WI 53018  
(414) 949-8919

SURVEY FOR:  
NEUMANN DEVELOPMENTS, INC.  
N27 W24025 PAUL CT.,  
STE 100  
PEWAUKEE, WI, 53072  
(262) 542-9200

## LOCATION MAP



SCALE: 1" = 100'



BEARINGS ARE REFERENCED TO THE WISCONSIN  
STATE PLANE COORDINATE SYSTEM, SOUTH ZONE  
(NAD 1927) GRID NORTH ON THE SOUTH LINE OF  
THE NE 1/4 OF SECTION 16-7-19 AS N87°04'25"E



PHONE: 414.949.8962  
501 MAPLE AVENUE  
DELAFIELD, WI 53018-9351  
www.sehinc.com

PROJECT NO. NEUMA 146322

THIS INSTRUMENT DRAFTED BY DAPHNE WILLIAMS

SHEET 1 OF 2

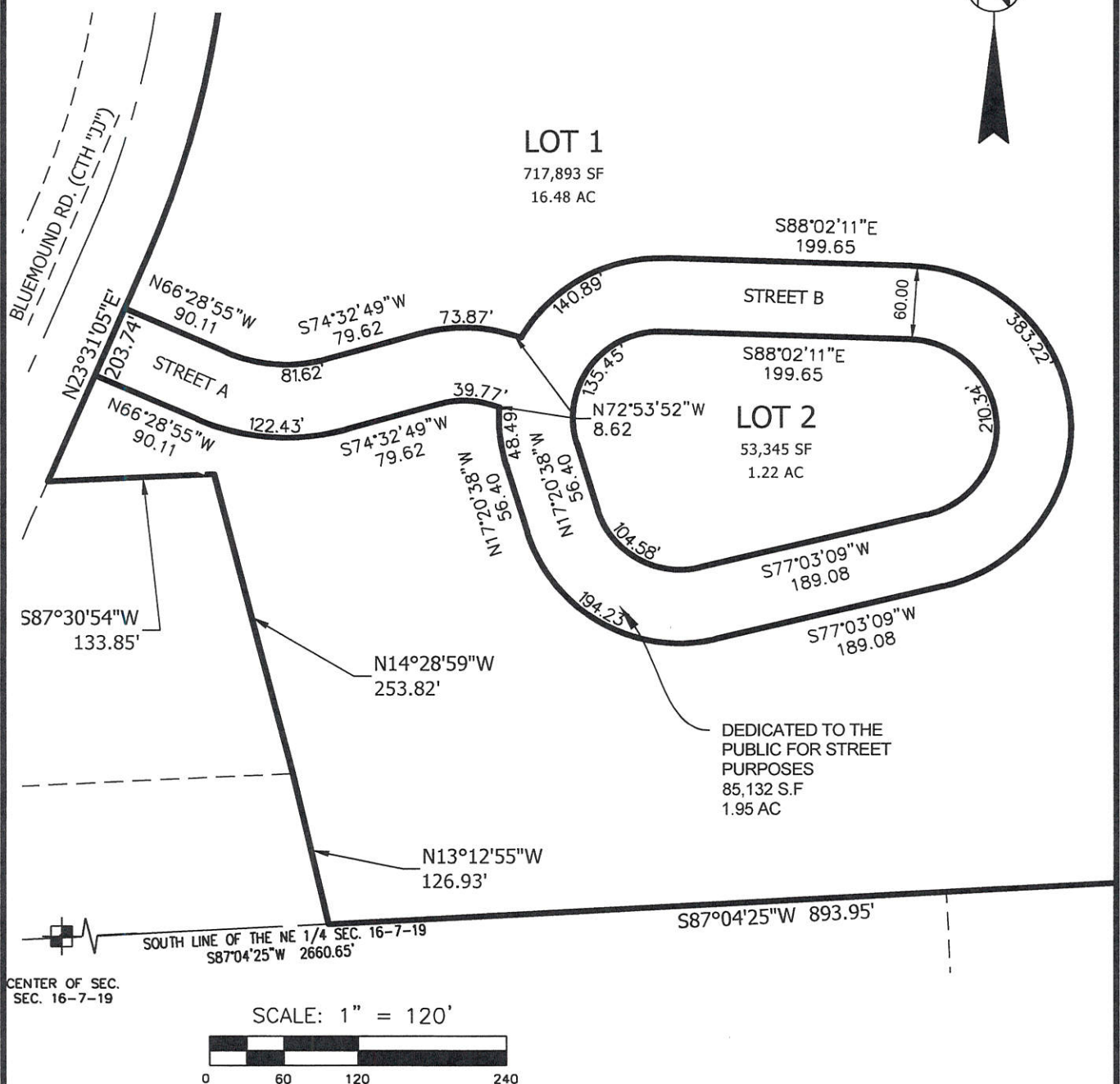
# PRELIMINARY CERTIFIED SURVEY MAP

A DIVISION OF LOT 1 OF CERTIFIED SURVEY MAP NO. \_\_\_\_\_ BEING A PART OF THE SE.  
1/4 OF THE NE. 1/4 OF SECTION 16, T.7N., R.19E., CITY OF PEWAUKEE,  
SURVEYOR: \_\_\_\_\_ WAUKESHA COUNTY, WISCONSIN.

SURVEYOR:  
KEITH A. KINDRED, PLS S-2082  
SEH, INC.  
501 MAPLE AVE.  
DELAFIELD, WI 53018  
(414) 949-8919

**SURVEY FOR:**  
**NEUMANN DEVELOPMENTS, INC.**  
**N27 W24025 PAUL CT.,**  
**STE 100**  
**PEWAUKEE, WI, 53072**  
**(262) 542-9200**

## STREET DEDICATION DETAIL



PHONE: 414.949.8962  
501 MAPLE AVENUE  
DELAFIELD, WI 53018-9351  
[www.sehinc.com](http://www.sehinc.com)

PROJECT NO. NEUMA 146322

THIS INSTRUMENT DRAFTED BY DAPHNE WILLIAMS

SHEET 2 OF 2

CITY PLAN COMMISSION MEETING  
CDD/SENIOR PLANNER'S REVIEW OF AGENDA TOPICS

DATE: June 21, 2018

AGENDA TOPIC: **Neumann Development, Inc. proposed CSM dividing the new 19.66 acre parcel into two lots to accommodate an Rm-1 zoned mixed use PUD condominium development.**

REVIEW COMMENTS: The creation of two lots as well as public street right-of-way access is a standard division of the land in light of the proposed use as a condo plat.

RECOMMENDATION: I recommend approval of the CSM if all City Engineers requirements are met and the 19.66 acres is zoned Rm-1, Multi-Family Residential. The two parcels must be zoned Rm-1 to accommodate the proposed PUD condominium development. It must be noted that this proposal to create an Rm-1 mixed use PUD condominium development is not a standard proposal and, therefore, requires that the Plan Commission exercise its prerogative to invoke the wording of subsection 14.0908 of the City Zoning Ordinance in taking affirmative action on this proposal. (See attached).

H.E. Clinkenbeard,  
CDD/Senior Planner



CITY OF PEWAUKEE MUNICIPAL CODE  
CHAPTER 17 – ZONING

Last Revision: 9/2012

The required street yards may be decreased in any district to the average of the existing street yards of the abutting structures on each side but shall in no case be less than 20 feet in any residential district; 75 feet from a base flood floodplain, 25 feet from a wetland. **(See sub-sections 17.0435 and 17.0436, if applicable)**

17.0905 CORNER LOTS

Lots having frontage on two or more intersecting public streets shall be considered 'corner lots' and shall have street or 'front' yards on that side of principal structures abutting a street and any other yard on such corner lot shall be designated a "side" yard. Structure and use setbacks from streets or property boundaries on such corner lots shall be regulated as set forth in sub-section 17.0209.

17.0906 EXISTING VACANT SUBSTANDARD LOTS

Any lot of record on the original (August 17, 1982) date of initial adoption of this Chapter, which is less than 9,000 square feet in area is considered a substandard lot. Any substandard lot may be used as a single-family building site provided that such use is permitted in the zoning district and provided the lot was 'a lot of record' in the County Register of Deeds Office prior to the original date of this Chapter. Any structures placed on such lot or parcel must meet the requirements of this ordinance.

17.0907 NOISE

Sirens, horns, whistles, or bells which are maintained and utilized solely to serve a public purpose are exempt from the sound level standards of this ordinance. **(See section 17.1200 of this ordinance).**

17.0908 SPECIFIC PLANNED PROJECT MODIFICATION

When a development project such as an industrial or office park, shopping center, or mixed use development is proposed which involves specific development proposals which meet the intent of the individual district regulation(s) but cannot meet a specific requirement, and when the approval of such development would not set a precedent that would be detrimental to the City if it is approved in like circumstances, the Plan Commission may, after thorough review, make such specific modification in their approval of the specific project.

17.0909 USES PROPOSED TO BE ACCESSORY TO AN EXISTING PRINCIPAL USE WHICH ARE NOT COMMONLY PERMITTED ACCESSORY USES MAY REQUIRE PLAN COMMISSION REVIEW AND APPROVAL PRIOR TO

ISSUANCE OF A BUILDING PERMIT AND MAY ALSO REQUIRE A CONDITIONAL USE PERMIT.

Certain accessory uses are of such a nature that they require considerable review prior to issuance of a building permit by the Building Inspector. When the Building Inspector (or other staff person) concludes that such proposed accessory use is not compatible with either the principal use or the uses on adjacent property, or the proposed accessory use does not or cannot meet the standards set forth herein, the proposal may be referred to the Plan Commission for a determination and direction to the Building Inspector. Such accessory uses include but are not limited to:

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

**DATE:** September 10, 2018

**DEPARTMENT:** PRCS - Planning

**PROVIDED BY:**

***SUBJECT:***

Discussion and Possible Action Regarding the Proposed Certified Survey Map (CSM #180621-1) for Neumann Development, Inc. for the Purpose of Combining Three Small Parcels Totaling 2.16 Acres Located on the West Side of Bluemound Road 315 Feet South of Morris Street Into One Lot and Combining Three Large Parcels Totaling 19.66 Acres Located on the East Side of Bluemound Road 315 Feet South of Morris Street Into One Lot (PWC 0925-993, PWC 0925-990, PWC 0925-992) [Klein]

***BACKGROUND:***

***FINANCIAL IMPACT:***

***RECOMMENDED MOTION:***

**ATTACHMENTS:**

Description

Parkway Ridge CSM

Parkway Ridge CSM Staff Memo



# CERTIFIED SURVEY MAP NO.

BEING A PART OF THE SE. 1/4 OF THE NE. 1/4 OF SECTION 16, T.7N., R.19E., CITY OF PEWAUKEE, WAUKESHA COUNTY, WISCONSIN.

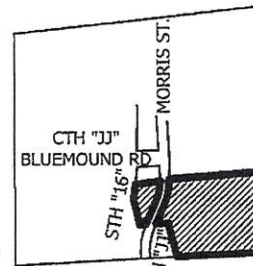
SURVEYOR:  
KEITH A. KINDRED, PLS S-2082  
SEH, INC.  
501 MAPLE AVE.  
DELAFIELD, WI 53018  
(414) 949-8919

SURVEY FOR:  
NEUMANN DEVELOPMENTS, INC.  
N27 W24025 PAUL CT.,  
STE 100  
PEWAUKEE, WI, 53072  
(262) 542-9200

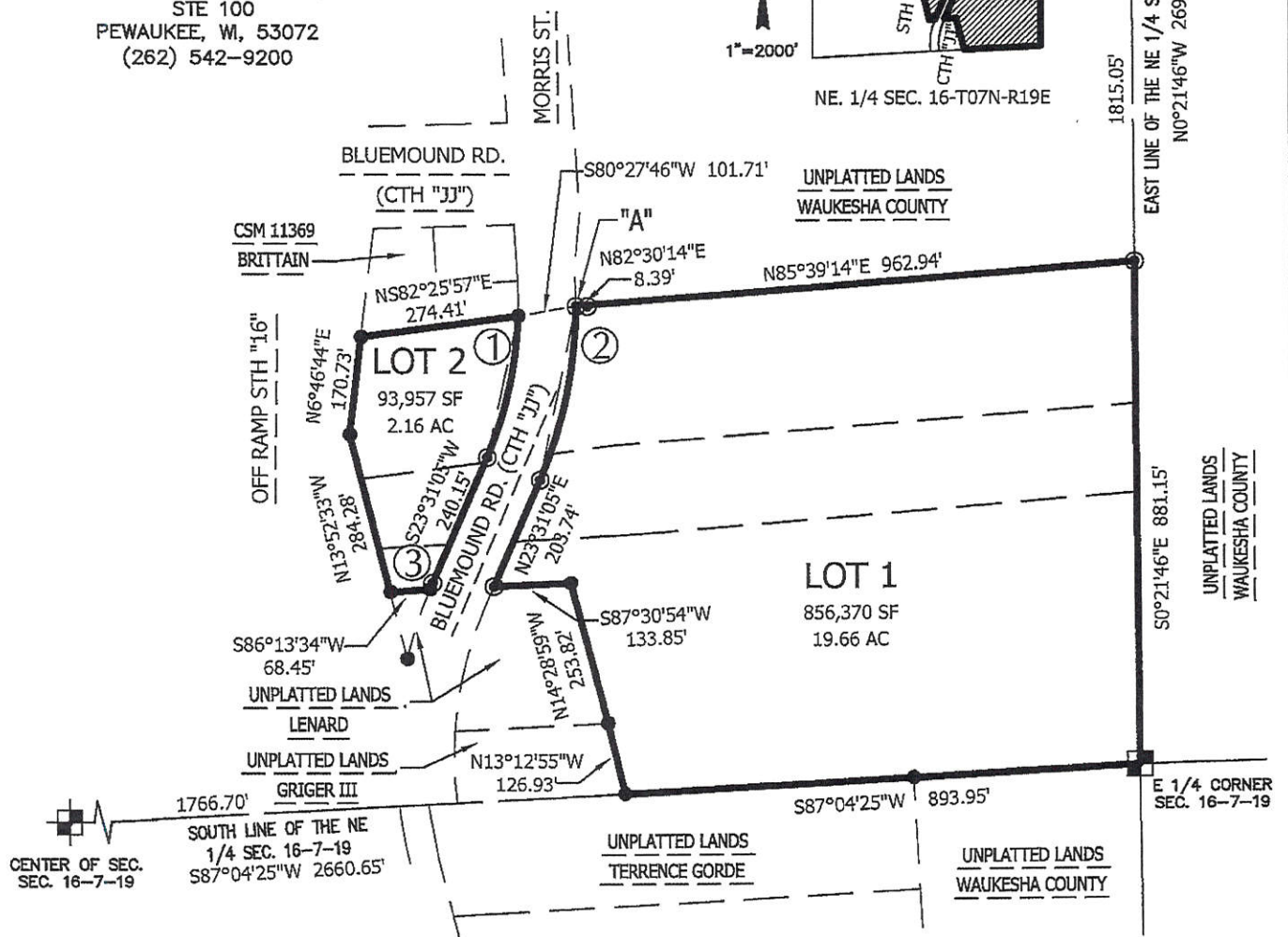
OVERALL DETAIL

LOCATION MAP

NE CORNER  
SEC. 16-7-19



NE. 1/4 SEC. 16-T07N-R19E



CENTER OF SEC.  
SEC. 16-7-19

SOUTH LINE OF THE NE  
1/4 SEC. 16-7-19  
S87°04'25"W 2660.65'

UNPLATTED LANDS  
TERRENCE GORDE

UNPLATTED LANDS  
WAUKESHA COUNTY

## LEGEND

- CONC. MON. W/ BRASS CAP FND.
- — 1" IRON PIPE FOUND  
(UNLESS OTHERWISE STATED)
- ⊙ — 5/8" REBAR SET,  
WT.=1.5 LBS./LIN. FT.

- ① Chord: 251.71'  
Course: S12°37'43"W  
Arc Length: 253.23'  
Radius: 666.20'  
Delta: 21°46'44"
- ② Chord: 309.00'  
Course: N11°53'06"E  
Arc Length: 311.13'  
Radius: 766.20'  
Delta: 23°15'58"
- ③ Chord: 12.30'  
Course: S23°03'29"W  
Arc Length: 12.30'  
Radius: 766.20'  
Delta: 00°55'12"

SCALE IN FEET  
0 150 300

BEARINGS ARE REFERENCED TO THE WISCONSIN  
STATE PLANE COORDINATE SYSTEM, SOUTH ZONE  
(NAD 1927) GRID NORTH ON THE SOUTH LINE OF  
THE NE 1/4 OF SECTION 16-7-19 AS N87°04'25"E



PHONE: 414.949.8962  
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PROJECT NO. NEUMA 144390

THIS INSTRUMENT DRAFTED BY PETER A TUFTEE

REVISED THIS 16TH DAY OF APRIL, 2018  
REVIEWED THIS 14TH DAY OF DECEMBER, 2017

SHEET 1 OF 7

# CERTIFIED SURVEY MAP NO.

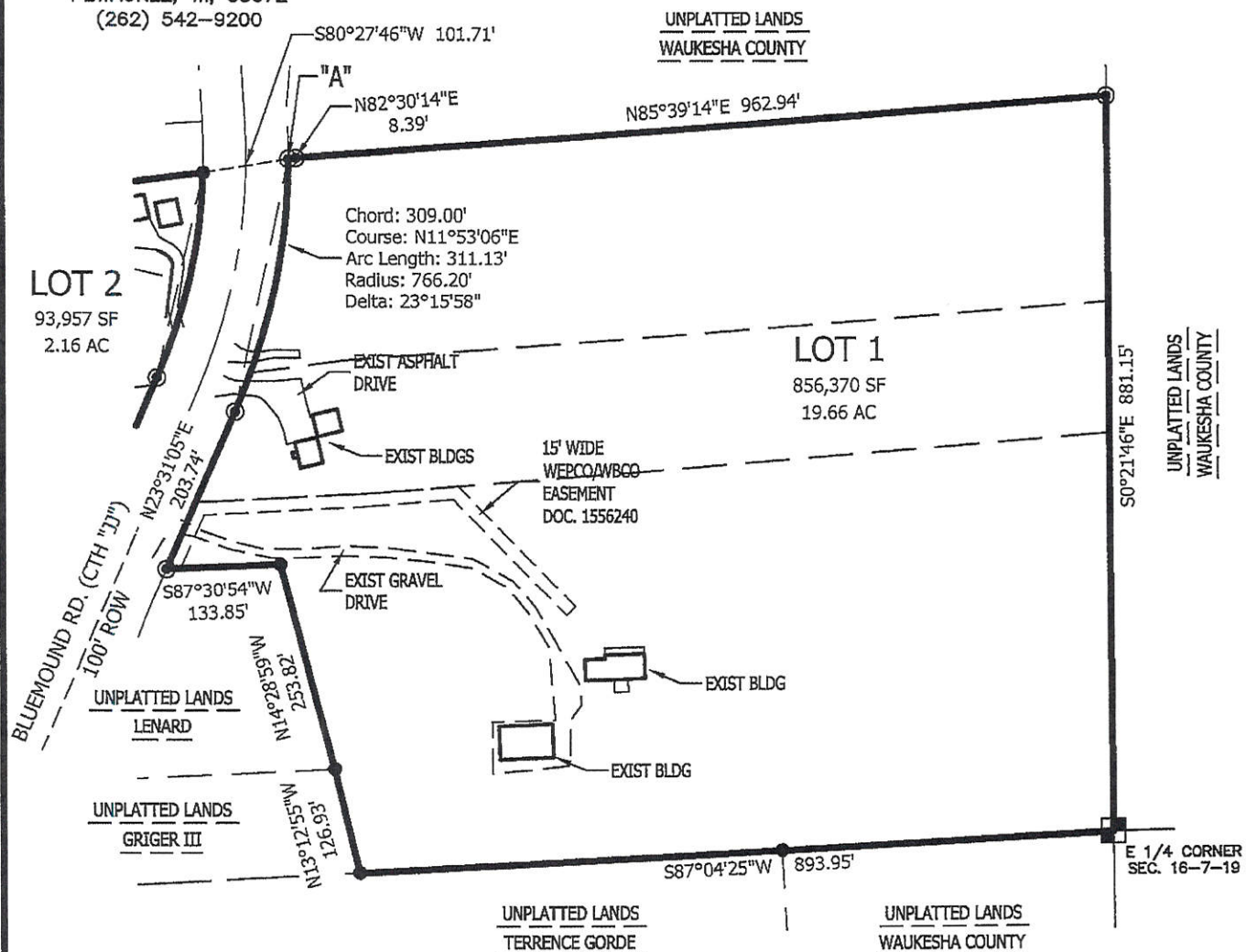
BEING A PART OF THE SE. 1/4 OF THE NE. 1/4 OF SECTION 16, T.7N., R.19E., CITY OF PEWAUKEE, WAUKESHA COUNTY, WISCONSIN.

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SURVEY FOR:  
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N27 W24025 PAUL CT.,  
STE 100  
PEWAUKEE, WI, 53072  
(262) 542-9200

## LOT DETAIL

- LEGEND
- CONC. MON. W/ BRASS CAP FND.
  - — 1" IRON PIPE FOUND (UNLESS OTHERWISE STATED)
  - ⊙ — 5/8" REBAR SET, WT.=1.5 LBS./LIN. FT.



SCALE IN FEET  
0 100 200

BEARINGS ARE REFERENCED TO THE WISCONSIN STATE PLANE COORDINATE SYSTEM, SOUTH ZONE (NAD 1927) GRID NORTH ON THE SOUTH LINE OF THE NE 1/4 OF SECTION 16-7-19 AS N87°04'25"E



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REVIEWED THIS 14TH DAY OF DECEMBER, 2017

SHEET 2 OF 7



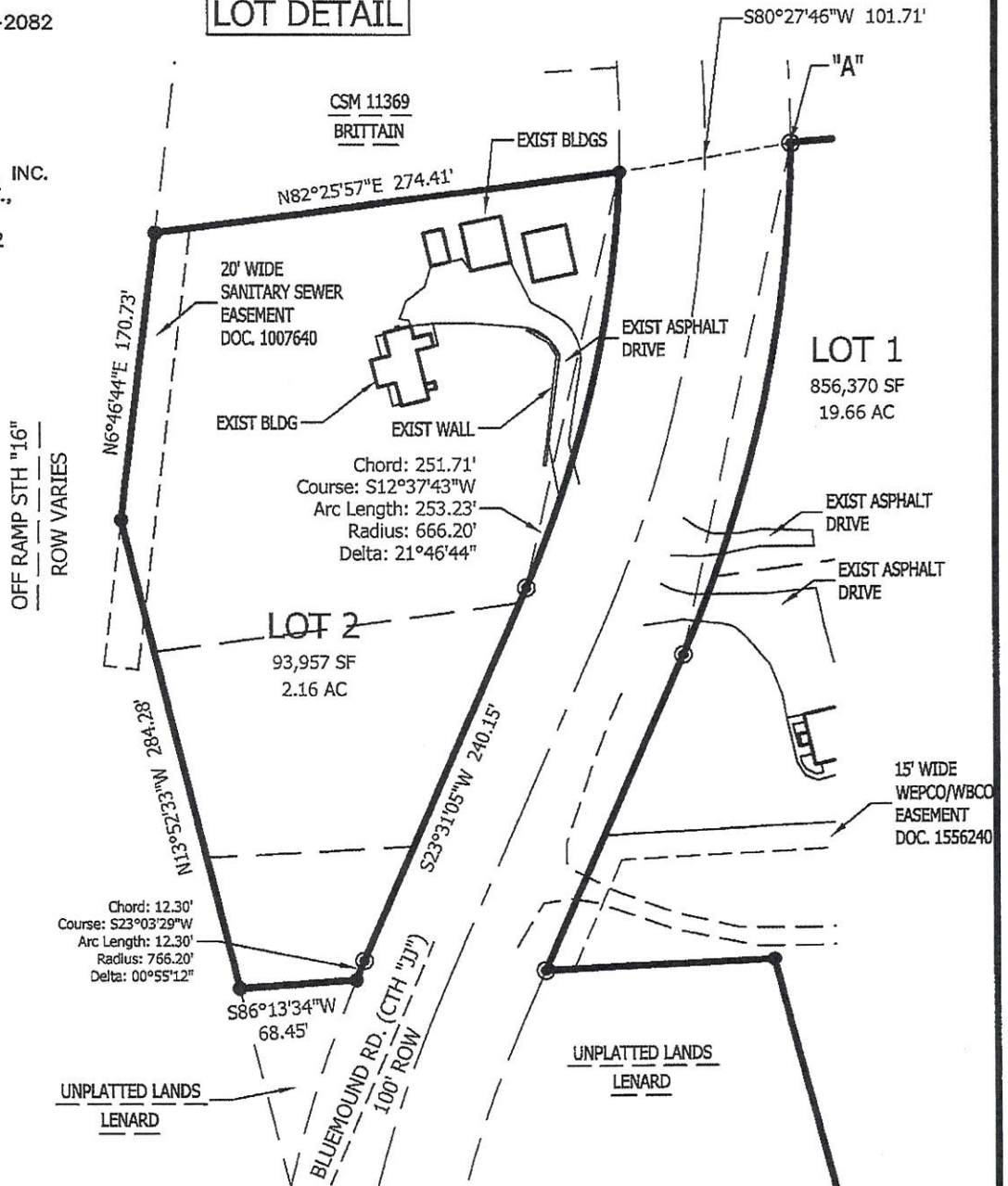
**CERTIFIED SURVEY MAP NO.**

BEING A PART OF THE SE. 1/4 OF THE NE. 1/4 OF SECTION 16, T.7N., R.19E., CITY OF PEWAUKEE, WAUKESHA COUNTY, WISCONSIN.




SURVEYOR:  
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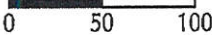
## LOT DETAIL



### LEGEND

-  - CONC. MON. W/ BRASS CAP FND.
-  - 1" IRON PIPE FOUND  
(UNLESS OTHERWISE STATED)
-  - 5/8" REBAR SET,  
WT.=1.5 LBS./LIN. FT.

SCALE IN FEET



BEARINGS ARE REFERENCED TO THE WISCONSIN  
STATE PLANE COORDINATE SYSTEM, SOUTH ZONE  
(NAD 1927) GRID NORTH ON THE SOUTH LINE OF  
THE NE 1/4 OF SECTION 16-7-19 AS N87°04'25"E



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SHEET 3 OF 7

Page 4 of 11

# CERTIFIED SURVEY MAP NO. \_\_\_\_\_

BEING A PART OF THE SE. 1/4 OF THE NE. 1/4 OF SECTION 16, T.7N., R.19E., CITY OF PEWAUKEE, WAUKESHA COUNTY, WISCONSIN.

## SURVEYOR'S CERTIFICATE:

I, Keith A. Kindred, Professional Land Surveyor hereby certify;

That I have surveyed, divided and mapped all that being part of the Southeast 1/4 of the Northeast 1/4 and of Section 16, Township 7 North, Range 19 East, City of Pewaukee, Waukesha County, Wisconsin, more particularly described as follows:

Beginning at the East 1/4 corner of Section 16, T.7N. R. 19E.,;thence S87°04'25"W. along the South line of the Northeast 1/4 of said Section 16 a distance of 893.95 feet; thence N13°12'55"W. 126.93 feet; thence N14°28'59"W. 253.82 feet; thence S87°30'54"W. 133.85 feet, to a point on the East right-of-way of Bluemound Road (CTH "JJ"); thence N23°31'05"E. along said right-of-way, 203.74 feet; thence 311.13 feet along the arc of a curve to the left, with a radius of 766.20 feet and whose chord bears N11°53'06"E., 309.00 feet, to a point label "A"; thence N82°30'14"E., 8.39 feet; thence N85°39'14"E., 962.94 feet, to a point on the East line of the Northeast 1/4 of said Section 16; thence S00°21'46"E. along said East line, 881.15 feet to the point of beginning.

Also containing

Commencing at the point label "A"

thence S80°27'46"W. 101.71 feet to a point on the West right-of-way of Bluemound Road (CTH "JJ") and the point of beginning of lands to be described; thence 253.23 feet along the West right-of-way of Bluemound Road (CTH "JJ") and the arc of a curve to the right, with a radius of 666.20 feet and whose chord bears S12°37'43"W, 251.71 feet; thence S23°31'05"W., along the West right-of-way of Bluemound Road (CTH "JJ"), 240.15 feet; thence 12.30 feet along the West right-of-way of Bluemound Road (CTH "JJ") and the arc of a curve to the left, with a radius of 766.20 feet and whose chord bears S23°03'29"W, 12.30 feet; thence S86°13'34"W., 68.45 feet, to the right-of-way of STH "16"; thence N13°52'33"W., along said right-of-way, 284.28 feet,; thence N06°46'44"E., along said right-of-way 170.73 feet, to the Southwest corner of Certified Survey Map 11369; thence N82°25'57"E., along the South line of Said Certified Survey Map, 274.41 feet to the point of beginning.

Said Lands Contain 950,327 square feet or 21.82 acres.

That I have made such survey, land division and Certified Survey Map by the direction of Neumann Developments, Inc., owner of said lands.

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

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

Dated this 14th day of December, 2017.

Revised this 16th day of April, 2018.



Keith A. Kindred, PLS S-2082



 PHONE: 414.949.8962  
501 MAPLE AVENUE  
DELAFIELD, WI 53018-9351  
www.sehinc.com

PROJECT NO. NEUMA 144390

THIS INSTRUMENT DRAFTED BY PETER A TUFTEE

SHEET 4 OF 7



# CERTIFIED SURVEY MAP NO. \_\_\_\_\_

BEING A PART OF THE SE. 1/4 OF THE NE. 1/4 OF SECTION 16, T.7N., R.19E., CITY OF PEWAUKEE, WAUKESHA COUNTY, WISCONSIN.

## CORPORATE OWNER'S CERTIFICATE OF DEDICATION:

Neumann Developments, Inc., a corporation duly organized and existing under and by virtue of the laws of the State of Wisconsin, as owner, does hereby certify that said corporation caused the land described on this Certified Survey Map to be surveyed, divided, mapped and dedicated as represented on this Certified Survey Map.

Neumann Developments, Inc does further certify that this Certified Survey Map is required by S236.10 or S236.12 to be submitted to the following for approval or objection:

- 1) City of Pewaukee

\_\_\_\_\_, President

STATE OF WISCONSIN)

\_\_\_\_\_ COUNTY) SS

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, the above named \_\_\_\_\_, Member of the above named corporation, to me known to be such President and Vice President of said corporation, and acknowledged that they executed the foregoing instrument as such officers as the deed of said corporation, by its authority.

\_\_\_\_\_  
Notary Public

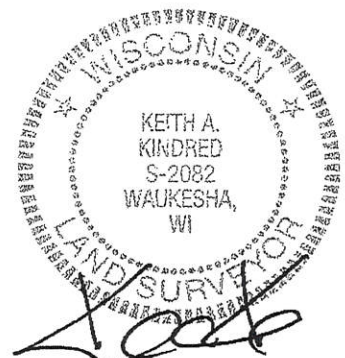
\_\_\_\_\_ County, Wisconsin

My Commission Expires \_\_\_\_\_

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PROJECT NO. NEUMA 144390

THIS INSTRUMENT DRAFTED BY PETER A TUFTEE



REVISED THIS 16TH DAY OF APRIL, 2018  
REVIEWED THIS 14TH DAY OF DECEMBER, 2017

SHEET 5 OF 7

# CERTIFIED SURVEY MAP NO. \_\_\_\_\_

BEING A PART OF THE SE. 1/4 OF THE NE. 1/4 OF SECTION 16, T.7N., R.19E., CITY OF PEWAUKEE, WAUKESHA COUNTY, WISCONSIN.

## CONSENT OF CORPORATE MORTGAGEE:

\_\_\_\_\_, a corporation duly organized and existing under and by virtue of the laws of the State of \_\_\_\_\_ mortgagee of the above described land, does hereby consent to the surveying, dividing, mapping and dedication of the land described on this plat, and does hereby consent to the above certificate of Neumann Developments, Inc., Owner.

IN WITNESS WHEREOF, said \_\_\_\_\_ has caused these presents to be signed by \_\_\_\_\_, its \_\_\_\_\_, and countersigned by \_\_\_\_\_, its \_\_\_\_\_ at \_\_\_\_\_, and its corporate seal to be hereunto affixed this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

STATE OF \_\_\_\_\_)  
\_\_\_\_\_ COUNTY) SS)

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_, the above named \_\_\_\_\_, \_\_\_\_\_ and \_\_\_\_\_ of the above named corporation, to me known to be the persons who executed the foregoing instrument, and to me known to be such \_\_\_\_\_ and \_\_\_\_\_ of said corporation, and acknowledged that they executed the foregoing instrument as such officers as the deed of said corporation, by its authority.

(Notary Seal) \_\_\_\_\_

Notary Public, \_\_\_\_\_

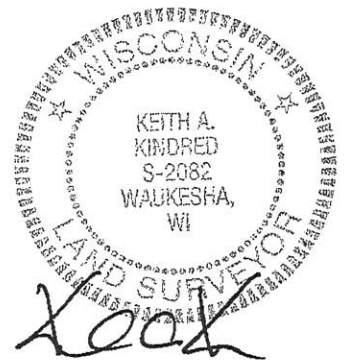
My commission expires \_\_\_\_\_.



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PROJECT NO. NEUMA 144390

THIS INSTRUMENT DRAFTED BY PETER A TUFTEE



REVISED THIS 16TH DAY OF APRIL, 2018  
REVIEWED THIS 14TH DAY OF DECEMBER, 2017

SHEET 6 OF 7

# CERTIFIED SURVEY MAP NO. \_\_\_\_\_

BEING A PART OF THE SE. 1/4 OF THE NE. 1/4 OF SECTION 16, T.7N., R.19E., CITY OF  
PEWAUKEE, WAUKESHA COUNTY, WISCONSIN.

## PLAN COMMISSION APPROVAL:

Approved by the City of Pewaukee Plan Commission on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Date: \_\_\_\_\_ Signed \_\_\_\_\_  
Steve Bierce, Chairman

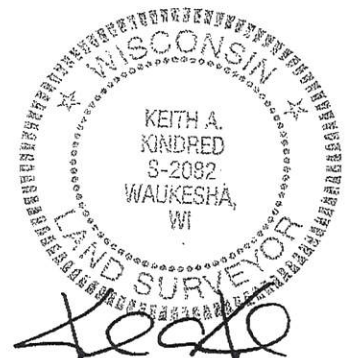
Date: \_\_\_\_\_ Signed \_\_\_\_\_  
Harlan Clinkenbeard, Recording Secretary

## COMMON COUNCIL APPROVAL:

Approved by the Common Council of the City of Pewaukee on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Steve Bierce, Mayor

\_\_\_\_\_  
Kelly Tarczewski, City Clerk



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REVISED THIS 16TH DAY OF APRIL, 2018  
REVIEWED THIS 14TH DAY OF DECEMBER, 2017

SHEET 7 OF 7





## Wrayburn Consulting, LLC

[info@wrayburnconsulting.com](mailto:info@wrayburnconsulting.com)

13500 Watertown Plank Road, Suite 100

Elm Grove, WI 53122

262-893-3903

---

Date: June 10, 2018

To: City of Pewaukee Plan Commission  
Scott Klein, City Administrator

From: Nick Fuchs, Wrayburn Consulting, LLC

RE: The Glen at Parkway Ridge Rezoning, Certified Survey Maps and Condominium Plat Review

---

### **Project Description and Analysis**

The applicant, Neumann Developments, Inc., filed Applications for a Rezoning, Conditional Use, Certified Survey Map, Preliminary Certified Survey Map and a Condominium Plan for development of sixty (60) condominium units located at N27W25250, N27W25284 and N28W25206 Bluemound Road.

The subject properties are currently zoned Rs-1 Single-Family Residential District. The properties are designated as Low Medium Density Residential on the City's 2035 Future Land Use Map. The properties are currently used for single-family residential purposes.

### **Rezoning**

The applicant is proposing to rezone the properties from the Rs-1 District to Rm-1 Multiple-Family District. Furthermore, the applicant is requesting a Conditional Use residential planned unit development (PUD) zoning to accommodate the development.

### **2 Lot Certified Survey Map (lots east and west of Bluemound Road)**

The existing three properties are all single parcels divided by Bluemound Road. The first CSM to be recorded creates two lots. The portions of the properties on the east side of the three properties will be combined to create Lot 1, which has an area of 19.66 acres. The remaining portion of the lots on the west side of Bluemound Road comprise of Lot 2, which has an area of 2.16 acres.

It is recommended that the following information be added to the CSM prior to recording:

1. Per Section 18.0603b. of the Land Division Ordinance, the following information shall be shown on the face of the CSM as may be applicable:
  - Setbacks or Building Setback Lines required by the Plan Commission or other City or County Ordinances;
  - Utility, drainage, and access easements;
  - Name and Address of the owner, subdivider, and surveyor (property owners are not listed);
  - A Required Preliminary CSM shall include existing and proposed contours as set forth in Section 18.0601.;
  - The Elevation at each lot; and,
  - Utilities, showing their exact location and depth.
2. Existing lot lines shall be labeled as "Original lot line – to be removed" or "Previous lot line – to be removed" per Section 18.0602.
3. A minimum 25-foot to 30-foot planting easement shall be illustrated adjacent to Bluemound Road based upon Sections 18.0401m.(2). and 18.0800b.(1). The CSM shall include a note



stating, “This strip of land reserved for the planting of trees and shrubs for purposes of visual screening. The building of structures hereon is prohibited.”

4. The existing structures located on the proposed Lot 1, east of Bluemound Road, shall be razed prior to recording the CSM, or a time frame as otherwise set by the Plan Commission.

Related to No. 4 above, note that Section 17.0208b. permits a maximum of one principal structure on a lot in a single-family district. Although the property is being zoned to a multi-family district, if the development does not move forward following recording of the CSMs, two single-family residences would exist on a single parcel, and not part of any condominium development.

#### 2 Lot Preliminary CSM (with dedicated street)

The second CSM has been provided as a Preliminary Certified Survey Map. This CSM further subdivides Lot 1 (described above) into 2 lots. Lot 1 has an area of 16.48 acres and Lot 2 has an area of 1.22 acres. The CSM also includes a Street A and Street B to be dedicated to the City.

It is recommended that the following information be added to the CSM prior to recording:

5. In addition to the information noted above, except for Comment No. 2, this CSM shall also include the following information in accordance with Sections 18.0601a., 18.0301 and 18.0302:
  - a. Soil characteristics or interpretations secured from detail soil maps prepared by the U.S.D.A - Soil Conservation Service (SCS);
  - b. The limits of woodland cover, designated wetlands and 100 year recurrence interval (base flood) floodplain on the entire parcel; and
  - a. Areas of steep slope conditions (12 percent or more), high water table conditions, and potential drainage and erosion problems (if any);
6. In consideration of Section 17.0605, a no access restriction along Bluemound Road shall be added.
7. The vision triangle, per Section 17.0603 of the Zoning Code, shall be shown on Sheet 1.
8. Signature pages need to be submitted. Note that the Common Council Approval should include language for approval of the CSM and acceptance of the dedication.
9. The CSM shall be revised to include the proposed street names for staff review and approval.

#### Condominium Plan

The Condominium Plan includes 60-units within 16 buildings as well as a clubhouse and in-ground swimming pool. The buildings comprise of fourteen 4-family dwellings and two 2-family dwellings (Building Nos. 7 and 13). The site plan also includes four storm water ponds proposed at the corners of the development. With 17.7 developable acres, the proposed density is approximately 3.39 dwelling units per acre.

The site plan includes a north and south trail to connect to existing adjacent trails. Note that the trail recommendations discussed further in this report are to provide for better connectivity and accessibility by connecting the trails and providing access that is less intrusive to the condominium owners and more inviting to other residents.

In review of the Wisconsin Department of Natural Resources Water Surface Data Viewer mapping, the site does not contain any mapped wetlands; however, Maximum Extent Wetland Indicators (i.e. hydric soils) are located within the southeast corner of the site. The Southeastern Wisconsin Regional Plan Commission mapping identifies the entire northernmost property and portions of the two properties to the south as a Primary Environmental Corridor. There is no floodplain per FEMA mapping.

In the attached project narrative, the applicant is requesting several waivers from the Zoning Code. If deemed appropriate and considered a “mixed use” two and four family development, the Plan Commission may approve the requested waivers per Section 17.0908 (below).

#### 17.0908 SPECIFIC PLANNED PROJECT MODIFICATION

When a development project such as an industrial or office park, shopping center, or mixed use development is proposed which involves specific development proposals which meet the intent of the individual district regulation(s) but cannot meet a specific requirement, and when the approval of such development would not set a precedent that would be detrimental to the City if it is approved in like circumstances, the Plan Commission may, after thorough review, make such specific modification in their approval of the specific project.

Related to the condominium plan, prior to Building Permit or Occupancy as determined appropriate by staff, it is recommended that:

10. The trails shall be extended around the proposed public street to fully connect the north and south trail and form a dedicated loop. The trail connection shall be kept on condominium property, opposed to within the public right-of-way, so the entirety of the trail is maintained by the Condominium Association. Furthermore, the trails shall have their own/separate designated access from the public road, opposed to utilizing driveways between units.
11. A trail connection from the proposed public road through the site or along Bluemound Road to the trail access to the north shall be provided.
12. Trails onsite shall be paved.
13. Street parking adjacent to the clubhouse shall be removed and an onsite parking lot provided.
14. Sufficient room shall be provided for cars to park in front of condominium garages to serve as visitor parking.
15. A tree mitigation plan shall be submitted, for staff review and approval, to compensate for trees impacted by the construction of the development and storm water ponds.
16. The site plan shall be modified, for staff review and approval, to increase the front yard setbacks and building separation distances.
17. Southeastern Wisconsin Regional Planning Commission approval for any impacts to the Primary Environmental Corridor shall be obtained.
18. The applicant shall provide field verification that no wetlands or wetland setbacks exist onsite.

#### **Recommendation**

It is recommended that the subject applications be approved, subject to consideration of the comments and recommendations contained within this report.

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

**DATE:** September 10, 2018

**DEPARTMENT:** PRCS - Planning

**PROVIDED BY:**

***SUBJECT:***

Discussion and Possible Action Regarding **Ordinance 18-06** to Rezone the Neumann Development, Inc. Property Located on the East Side of Bluemound Road from Rs-1, Single-Family Residential to Rm-1, Multi-Family Residential for the Purpose of Creating a Condominium Plat (PWC 0925-993, PWC 0925-990, PWC 0925-992) [Klein]

***BACKGROUND:***

***FINANCIAL IMPACT:***

***RECOMMENDED MOTION:***

**ATTACHMENTS:**

Description

Parkway Ridge Rezoning

Parkway Ridge Rezoning Map

Parkway Ridge Condominium Plan

Neumann Development Memo

Ordinance 18.06

**CITY OF PEWAUKEE**

STATE OF WISCONSIN

WAUKESHA COUNTY

**- NOTICE OF ZONING MAP AMENDMENT PUBLIC HEARING -**

**PLEASE TAKE NOTICE THAT THERE WILL BE A PUBLIC HEARING ON THE PETITION OF:  
NEUMANN DEVELOPMENT TO REZONE FROM: RS-1 SINGLE-FAMILY RESIDENTIAL  
TO: RM-1 MULTI-FAMILY RESIDENTIAL P.U.D.**

THE FOLLOWING PROPERTY IN THE CITY OF PEWAUKEE:

**Legal description of the property to be rezoned:**

PWC 0925993: PT NE1/4 SEC 16 T7N R19E COM E1/4 COR N 634.00 FT THE BGN S86 32'W 904.30 FT S83 23'W 480.15 N12 56'W 250.00 FT N83 23'E 479.80 FT N86 32'E 962.90 FT S 247.15 FT TO BGN 7.10 AC REM EX HY R2384/830

PWC 0925990: PT NE1/4 SEC 16 T7N R19E COM AT E1/4 COR S88°08'W 894.6 FT N12°56'W 381 FT S88°08'W 350 FT N12°56'W 80 FT N88°08'E 470 FT N86°32'E 883.5 FT S0°31'W 477.49 FT TO BGN EX R347/1109 DOC# 3898298

PWC 0925992: PT NE1/4 SEC 16 T7N R19E COM E1/4 COR N00°31'E 477.49 FT THE BGN N00°31'E 156.51 FT S86°32'W 904.3 FT S83°23'W 480.15 FT S12°56'E 118.23 FT N88°08'E 470 FT N86°32'E 883.5 FT TO BGN EX HWY DOC# 4183013

**Common Description:** N28W25206 Bluemound Road, N27W25284 Bluemound Road & N27W25250 Bluemound Road

**Tax Key Number:** PWC 0925993, PWC 0925990, PWC 0925992

**This Amendment to the Zoning Map** (Change in zoning) is being proposed for the purpose of: developing a duplex condominium community.

**THE PUBLIC HEARING** will be held at a meeting of the City Plan Commission in the City Hall Common Council Chambers on **Thursday, June 21<sup>st</sup>, 2018** at or after **7:00 PM.**

Dated this 18<sup>th</sup> day of May, 2018.

---

Kelly Tarczewski,  
Clerk/Treasurer, City of Pewaukee

VILLAGE OF PEWAUKEE  
CITY OF PEWAUKEE

↑  
N  
1" = 200'

# REZONE FROM Rs-1 TO Rm-1 P.U.D.

S.T.H. "16"

Rd-2

Rs-3

Rs-3

Rs-3

Rs-3

Rs-5

Rs-5

Rs-3

Rs-3

Rs-3

Rs-3

BLUEMOUND RD.

Rs-2

Rs-2

Rs-3

Rs-3

Rs-5

Rs-5

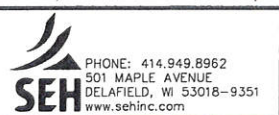
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D:\WORK\NEUMA\146322\5-FINAL-DSGN\51-DRAWINGS\10-CIVIL\CAD\DWG\146322-ENG.DWG 5/4/2018 12:59 PM ZHOICHEVAR



DRAWN BY: ZJH					
DESIGNER:					
CHECKED BY: J. VAYNBERG					
DESIGN TEAM	NO.	BY	DATE	REVISIONS	



THE GLEN AT PARKWAY RIDGE  
City of Pewaukee, Wisconsin

CONDOMINIUM PLAN

FILE NO. 146322	1
DATE 05/10/2018	OF 1





May 16, 2018

City of Pewaukee  
W240 N3065 Pewaukee Rd.  
Pewaukee, WI 53072

RE: Parkway Ridge Subdivision  
Condominium Plan Submission  
Bluemound Rd. & HWY 16

Neumann Developments, Inc is hereby re-submitting a land division CSM, Condo CSM and Re-Zoning petition and Preliminary Condominium Plan for The Glen at Parkway Ridge, condominium community. This information is being submitted in response to direction from the Plan Commission in the April 19<sup>th</sup> meeting, to develop the site as a duplex condominium project.

We are requesting action on the following items:

1. Re-Zoning – modify zoning to Rm-1 PUD; for duplex & double-duplex condominiums
2. Land Division CSM – combine/divide the 3 existing parcels into two parcels
3. Condo CSM – divide condo area from ROW
4. Preliminary Condo Plan – initial layout plan for a 60-unit condo community (14 – double-duplex, 2 – duplex units and a clubhouse building)

As part of this request; we are requesting a WAIVER/VARIANCE from the zoning code Section 17.0414 as follows:

1. Section a.(1) – states “three to eight unit multiple-family structures”
  - 1.1. We request Two to Four unit multiple-family structures
2. Section c.(1) - states “The minimum PUD development area shall be 25 acres.”
  - 2.1. Our lot is 19.66 acres
3. Section c.(2) – states “The minimum PUD lot or space area shall not be less than 0.33 acre with not less than 4,840 sf per dwelling unit”.
  - 3.1. Our project (60 units) is 0.328 units per acre.
  - 3.2. A condo unit is 1,200sf to 1,800sf/unit; we request a minimum of 1,200sf/unit (2,400sf per duplex & 4,800sf for a double-duplex)



4. Section c.(5) – states “no detached principal structure shall be located closer than 40 feet “
  - 4.1. Our request is that no structure shall be located closer than 20 feet from another structure.
5. Section d – lot area and width. We request clarification that this entire section is not applicable as our condo project will not have individual lots.
6. Section e.(3) – a table is provided with minimum areas based on the number of bedrooms.
  - 6.1. We request this table not apply and the minimum area is set at 1,200sf per condo unit.
7. Section f.(1) – states “a minimum building (or street) setback of 35 feet from the street right-of-way”.
  - 7.1. We request a minimum “front” setback of 10 feet from the right-of-way.
  - 7.2. A minimum of 35’ setback from Bluemound Road
8. Section f.(2) – clarification that this does not apply since no lot lines/side yards
9. Section f.(3) – states a “rear yard (setback) of not less than 35 feet”
  - 9.1. We request changing to a 35’ setback from property lines, excluding the right-of-way for a street setback which is requested as 10’.

Please place these items on the June 19<sup>th</sup> Plan Commission Agenda for action and recommendation to the Common Council. Enclosed with this letter is fifteen (15) copies of each submission and attachment documents. A pdf file of each will also be emailed to Amy Hurd and Harlan Clinkenbeard.

Please advise if any further information is required concerning this submittal. If you have any additional questions or concerns, please feel free to contact me at 262-542-9200.

Sincerely,

Kevin Anderson  
Neumann Developments, Inc.



**ORDINANCE 18-06****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: **RS-1 SINGLE FAMILY RESIDENTIAL**

TO: **RM-1 MULTI-FAMILY RESIDENTIAL**

**SECTION 1 – DESCRIPTION**

The following described property:

PWC 0925993: PT NE1/4 SEC 16 T7N R19E COM E1/4 COR N 634.00 FT THE BGN S86 32'W 904.30 FT S83 23'W 480.15 N12 56'W 250.00 FT N83 23'E 479.80 FT N86 32'E 962.90 FT S 247.15 FT TO BGN 7.10 AC REM EX HY R2384/830

PWC 0925990: PT NE1/4 SEC 16 T7N R19E COM AT E1/4 COR S88°08'W 894.6 FT N12°56'W 381 FT S88°08'W 350 FT N12°56'W 80 FT N88°08'E 470 FT N86°32'E 883.5 FT S0°31'W 477.49 FT TO BGN EX R347/1109 DOC# 3898298

PWC 0925992: PT NE1/4 SEC 16 T7N R19E COM E1/4 COR N00°31'E 477.49 FT THE BGN N00°31'E 156.51 FT S86°32'W 904.3 FT S83°23'W 480.15 FT S12°56'E 118.23 FT N88°08'E 470 FT N86°32'E 883.5 FT TO BGN EX HWY DOC# 4183013

**Common Description:** N28W25206 Bluemound Road, N27W25284 Bluemound Road & N27W25250 Bluemound Road

**Tax Key Number:** PWC 0925993, PWC 0925990, PWC 0925992

**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 10<sup>th</sup> day of September, 2018

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 13.**

**DATE:** September 10, 2018

**DEPARTMENT:** Clerk/Treasurer

**PROVIDED BY:**

***SUBJECT:***

Update Related to the 2nd Quarter Police Services [Lieutenant Ripplinger]

***BACKGROUND:***

***FINANCIAL IMPACT:***

***RECOMMENDED MOTION:***

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

**DATE:** September 10, 2018

**DEPARTMENT:** Clerk/Treasurer

**PROVIDED BY:**

***SUBJECT:***

Discussion and Possible Action Regarding the Fluid Leakage from Vehicles Owned by John's Disposal [Dziwulski]

***BACKGROUND:***

***FINANCIAL IMPACT:***

***RECOMMENDED MOTION:***

**ATTACHMENTS:**

Description

Photos



Photo's re John's Disposal  
leakage issue





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

**DATE:** September 10, 2018

**DEPARTMENT:** PW - Water/Sewer

**PROVIDED BY:** Jeffrey L. Weigel, PE Public Works Director and City Engineer

***SUBJECT:***

Award of the City Hall Water Tower Demolition Contract to the Lowest Qualified Bidder, Iseler Demolition, Inc. Based on the Lowest Qualified Bid of \$71,800.00 [Weigel]

***BACKGROUND:***

With the completion of the new 750,000 gallon water tower and the transfer of the cell phone equipment to the new U S Cell tower it is time to take down the old City Hall water tower. Bids were opened on August 29, 2018 and the sole bidder was Iseler Demolition, Inc.. After review of the consulting engineer from Ruekert & Mi3lke and discussion with City Attorney Stan Riffle, find attached the recommendation of award.,

***FINANCIAL IMPACT:***

\$125,000 is in the 2018 S/W Capital budget for this project. The pre-bid estimate that is attached suggested that the complete project cost would be \$94,000. Our bid was structured with two alternatives: 1) to remove only the steel tower; and 2) to remove the steel tower and the concrete base. To remain within budget we recommend the award of the steel structure only under this contract, and we would reconsider the concrete base demolition in the future as City Campus plans are evolving. The total projected cost of the project is \$89,750 (\$71,800 bid plus 25% engineering and contingencies.

***RECOMMENDED MOTION:***

Common Council awards the City Hall Elevated Tank Demolition contract to the lowest (and sole) qualified bidder Iseler Demolition, Inc. based on the lowest qualified bid and based on the contingencies listed in the Ruekert & Mielke Aug. 31, 2018 letter recommend award with contingencies.

**ATTACHMENTS:**

Description

Recommendation of Award

Project Estimate

W233 N2080 Ridgeview Parkway • Waukesha, WI 53188-1020 • Tel. (262) 542-5733

August 31, 2018

Mr. Jeffrey L. Weigel, P.E.  
DPW Director  
City of Pewaukee  
W240 N3065 Pewaukee Road  
Pewaukee, WI 53072

RE: City Hall Elevated Tank Demolition

Dear Mr. Weigel:

Bids for the above project were opened on August 29, 2018, at 10:00 a.m. at the City Hall and were as follows:

	<u>Bidder</u>	<u>Base Bid</u>	<u>Mandatory Alternate MA-1</u>
1.	<u>Iseler Demolition, Inc.</u>	<u>\$127,800</u>	<u>\$127,800</u>
2.	<u>Iseler Demolition, Inc. (Alternate)</u>	<u>\$ 71,800</u>	<u>\$ 71,800</u>

Iseler Demolition, Inc. submitted two bids. One of the bids was submitted as an alternate bid. Attached is a letter from Iseler Demolition, dated August 30, 2018 clarifying the work included for each bid. The initial bid is for all work specified in Section 02 41 19 Article 3.02 and 3.03, which is for demolishing the steel tank structure and removal of the concrete foundation. The alternate bid is for all work specified in Section 02 41 19, Article 3.02, which is for demolishing the steel tank structure.

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

1. The low bidder has successfully completed similar projects.
2. Iseler Demolition, Inc. bid form did not indicate date of qualification to do business in Wisconsin.
3. Iseler Demolition, Inc. (Alternate) bid form was not signed, sealed, or notarized.

On these bases, we recommend that Iseler Demolition, Inc be awarded the City Hall Elevated Tank Demolition contract in the amount of \$71,800, contingent upon Iseler Demolition, Inc. submitting a completed and accurate alternate bid form and the City Attorney's approval that the resubmitted bid form is acceptable. The amount is based on the Base Bid price included in the alternate bid package and excludes Mandatory Alternate Bid Item MA-1.

~26-10091 City Hall Elevated Tank Demolition > Design > Bidding > Weigel-20180831-Recommendation of Award.docx~

Mr. Jeffrey L. Weigel, P.E.  
City of Pewaukee  
August 31, 2018  
Page 2

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

Should you decide to accept our recommendation, we have prepared the enclosed Notice of Award for your use. Please have the appropriate official sign where indicated and forward all three signed copies of the Notice of Award to our office. We will then fill in the date at the top of page one and forward it, with contracts for execution, to the Contractor. One fully completed Notice of Award will be returned to you for your records.

Bids remain subject to acceptance until October 28, 2018, unless Bidder agrees to an extension. Please advise us of your award decision or call if there are any questions.

Very truly yours,

RUEKERT & MIELKE, INC.



Ryan M. Schultz, P.E. (WI)  
Project Engineer  
[rschultz@ruekert-mielke.com](mailto:rschultz@ruekert-mielke.com)

RMS:sjs  
Encl: Notice of Award  
Letter from Iseler Demolition, Inc. dated August 30, 2018

cc: File



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## NOTICE OF AWARD

---

Date of Issuance: September 10, 2018

Contract: City Hall Elevated Tank Demolition

Owner: City of Pewaukee

Bidder: Iseler Demolition, Inc.

Engineer: Ruekert & Mielke, Inc.

Address: 31109 Nelson Road  
Warren, MI 48093

Engineer's Project No.: 26-10091.200

---

### TO BIDDER:

You are notified that your Bid dated August 29, 2018 for the above Contract has been accepted by Owner and you are the Successful Bidder and are awarded a Contract for:

City Hall Elevated Tank Demolition

The Contract Price of your Contract is: \$ 71,800

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

Four (4) sets of the Drawings will be delivered separately, or otherwise made available to Bidder electronically.

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

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

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

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

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Owner: CITY OF PEWAUKEE

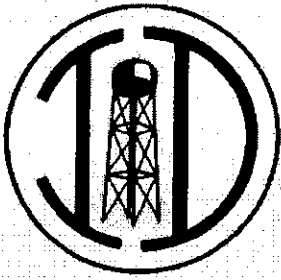
By: \_\_\_\_\_

Authorized Signature

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Copy: Engineer



**Iseler Demolition, Inc.**

**Scott / John**

*Specializing in Water Tower Demolition*

Main Office: (800) 338-8396

Fax: (989) 428-4689

Scott: (877) 200-5851

John: (810) 623-1105

7840 PORTLAND AVE., ROOM 5  
PO BOX 185 • PORT HOPE, MI 48468

8-30-18

Ruekert-Mielke  
W233 N2080 Ridgeview Parkway  
Waukesha, WI 53188-1020  
Attn: Ryan Schultz, P.E.

Re: Bid Results Confirmation

Our alternate bid, was for all the work specified in Section 02 41 19 Part 3.02 and on Sheet G11 Note 1, for the tank only, down to the concrete foundation @ \$ 71,800.00.

- This price does NOT include concrete foundation removal, water line capping, etc.

Our initial bid was for all the work specified in Section 02 41 19 Parts 3.02 and 3.03 and on Sheet G11 Notes 1, 2, & 3 to remove the tank, complete foundation removal, vault, overflow structure, valve vault piping, backfilling and site restoration @ \$ 127,800.00.

We apologize for any confusion our bid packet has caused.

Regards,  
Scott Iseler, President  
[Iseler@iselerdemolition.com](mailto:Iseler@iselerdemolition.com)

lgp

City of Pewaukee

Cost estimate to demolish the 250,000 gallon elevated tank located on the City Hall campus.

Cut down and remove tank (1)	\$40,000
Excavate, break up and remove concrete foundation and valve vault. (2)	\$30,000
Cut and cap water main	\$2,000
Construction Total	<u>\$72,000</u>
Engineering, legal, administration and contingencies at 30%	<u>\$22,000</u>
Project Total	<u>\$94,000</u>

(1) Contractor keeps salvaged steel.

(2) Includes restoration.

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

**DATE:** September 10, 2018

**DEPARTMENT:** PW - Engineering

**PROVIDED BY:** Jeffrey L. Weigel, Public Works Director and City Engineer

***SUBJECT:***

Discussion and possible action to approve the Duplainville Road Bridge State/Municipal Agreement Attendant to the Grant Award [Weigel]

***BACKGROUND:***

The Duplainville Road bridge over Spring Creek is one of four bridges that the City is responsible. The main portion of this bridge was constructed in the 1920's. The bridge has deteriorated to the point that replacement is necessary in the near future. The State of Wisconsin administers a grant program that assists local communities in paying for the bridge replacements. We submitted in 2016 for the 2017-2022 program and were awarded up to \$324,970 in funds (about 80% of the cost estimate). Acceptance of the grant by the City requires the execution of the attached agreement.

***FINANCIAL IMPACT:***

Acceptance of the grant results in the State/Federal governments reimbursing the City about 80% of the estimated cost of the project (\$406,000). It should be noted that these numbers are fixed, that is if the project costs exceed the \$406,000 it is likely that those extra costs would not be reimbursed.

***RECOMMENDED MOTION:***

We recommend that the City approve the agreement as presented and authorize the signatures.

**ATTACHMENTS:**

Description

Agreement

City Attorney Review of State Grant Agreement

2016 Duplainville Road Bridge Inspection Report

**WisDOT Bureau of Transit, Local Roads, Railroads and Harbors**  
Local Transport Programs and Finance  
4822 Madison Yards Way  
6th Floor South  
P.O. Box 7913  
Madison, WI 53705

**Governor Scott Walker**  
**Secretary Dave Ross**  
[wisconsindot.gov](http://wisconsindot.gov)  
Phone: (608) 267-4459  
[Todd.Wescott@dot.wi.gov](mailto:Todd.Wescott@dot.wi.gov)



August 16<sup>th</sup>, 2018

Jeffrey L. Weigel  
Public Works Director  
City of Pewaukee  
W240 N3065  
Pewaukee Road  
[weigel@pewaukee.wi.us](mailto:weigel@pewaukee.wi.us)

RE: Local Bridge Program – Project Award

Dear Sponsor,

Enclosed in this document is the State Municipal Agreement (SMA) covering the 2017-2022 Wisconsin Department of Transportation Local Bridge Program for which your Municipality has been awarded state funding.

The enclosed agreement includes the approved scope and cost share limits for the project. Costs that exceed the approved funds on the project are either non-participating or require a Change Management request to the department. Approval of requests for additional funding is subject to the Department's replace-in-kind funding policy as defined on page one of the SMA.

Local Program cost savings due to the elimination of management consultant contracts to deliver the local program, the implementation of a replace-in-kind funding policy, and the streamlining of WisDOT oversight tasks has allowed for the funding of an additional number of bridge projects in the 2017-2022 Local Bridge Program. In June 2018, the Governor and Joint Committee on Finance recognized the importance of these facilities to economic development and transportation statewide by providing an additional \$38.6 million to replace or rehabilitate local bridges. Due to these reforms and the additional funding, WisDOT was able to fund all 183 bridge project applications (70 more than could have been funded without the reforms).

The Local Bridge Program provides funding for up to 80% of approved eligible project costs for a safe and effective bridge improvement at that location. If engineering analysis identifies the need for project cost increases, additional funding may be requested through the Change Management process.

If there are any questions concerning the approved state funds, the approved project scope, or the change management process please contact:

Todd Wescott WisDOT Local Bridge Statewide Program Manager, 608-267-4459, [todd.wescott@dot.wi.gov](mailto:todd.wescott@dot.wi.gov)

In accordance with your municipality's legal and procedural requirements, please review and sign three paper copies of this SMA and mail all three copies to the Wisconsin Department of Transportation by November 1, 2018. The department will return a copy signed by the department for your records. Please note that the project is not authorized for charges until the signed Agreement has been fully executed by the State and we have authorized the project. We will inform you when the project is authorized for charges. Costs incurred prior to authorization are not reimbursable.

cc: SE region Local Program Manager:  
Robert Schmidt  
(262) 548-8789  
[robert1.schmidt@dot.wi.gov](mailto:robert1.schmidt@dot.wi.gov)



**STATE/MUNICIPAL AGREEMENT  
FOR A STATE- LET LOCAL  
BRIDGE PROJECT**

**Program Name: Local Bridge**

**Sub-program #: 205**

**Cycle: 2017-2022**

**Date: August 1, 2018**

**I.D.: 2370-04-00\_2370-04-70**

**Road Name: Duplainville Road**

**Bridge ID: B670009**

**Location: Spring Creek**

**Limits: Spring Creek Bridge B670009**

**County: Waukesha**

**Project Length: 145 FT**

**Facility Owner: City of Pewaukee**

**Project Sponsor: City of Pewaukee**

**Construction scheduled for State Fiscal Year: 2022**

The signatory, City of Pewaukee, hereinafter called the Municipality, through its undersigned duly authorized officers or officials, hereby requests the State of Wisconsin Department of Transportation, hereinafter called the State, to initiate and effect the highway or street improvement hereinafter described.

The authority for the Municipality to enter into this agreement with the State is provided by Sections 86.25(1), (2), and (3) and Section 66.0301 of the Statutes.

**NEEDS AND ESTIMATE SUMMARY:**

All components of the project must be defined in the environmental document if any portion of the project is federally funded. The Municipality agrees to complete all participating and any non-participating work included in this improvement consistent with the environmental document. No work on final engineering and design may occur prior to approval of the environmental document.

Funding is limited to the minimum eligible project scope necessary for a safe and effective facility per WisDOT replace-in-kind policy. The funding for the project for both structure and approach is limited to:

- replacement of the existing facility,
- or, meeting minimum bridge standards as outlined in the WisDOT Facilities Development Manual (FDM) or applicable TRANS code,
- or, an approved justification based on engineering principles that exceed either replace-in-kind or the FDM.

The Municipality may elect to construct alternative designs, but approved Local Bridge Improvement Assistance Program (s84.18(2)(e)) funding will be limited to a maximum of 80 percent of the cost of the minimum eligible scope of the project.

**Application project justification statement:**

**The original structure is 95 years old and has deteriorated to the point that replacement is required.**

	Existing Facility – Current structure and condition	Proposed Improvement – Approved scope	Notes:
Type of facility	Bridge		
Bridge ID	B670009		
Structure passes over	Spring Creek		
Clear bridge width	38.0 FT	40.0 FT	
Bridge length	23.0 FT	45.0 FT	
Total length of approach work		100 FT	
Number of spans	1	1	
Special safety issues	n/a		
Sidewalk	No	None	
Sidewalk along approach	n/a	n/a	
Bicycle / pedestrian improvements required		Bicycle/Pedestrian accommodated within the 8' shoulder width.	
Improvement type as indicated on project application		Replacement project - Existing Alignment	
Acquisition of right-of-way		Yes	Real estate costs are non-participating costs 100% paid for by Municipality
Approach width and type	22 FT	24 FT wide, Asphalt	
Approach shoulder width and type		8 FT wide, Asphalt/Gravel	
Bridge rail		Yes	
Beam guard		Yes	

**Non-participating work, additional notes:**

Describe non-participating work included in the project and other work necessary to completely finish the project that will be undertaken independently by the Municipality. Please note that non-participating components of a project/contract are considered part of the overall project and will be subject to applicable federal requirements.

A municipality may elect to design a bridge or elements that exceed the current replace-in-kind policy, or that exceed minimum bridge standards as outlined in the WisDOT Facilities Development Manual (FDM) or applicable TRANS code, or are not justified as necessary based on current engineering principles. All costs for these features will be paid for 100% by the Municipality.

***No specific work identified.***

The Municipality agrees to the following 2018-2022 Local Bridge Program project funding conditions:

**Project Design costs** are funded with up to **80%** state funding up to a funding limit of \$54,668.00. The Municipality agrees to provide the remaining **20%** and any funds in excess of the \$54,668.00 state funding limit. **Any real estate, railroad, or utility costs are 100% locally funded.**

**Project Construction costs** are funded with up to **80%** state funding up to a funding limit of \$270,302.00. The Municipality agrees to provide the remaining **20%** and any funds in excess of the \$270,302.00 state funding limit. **Any real estate, railroad, or utility costs are 100% locally funded.**

Non-participating costs are 100% the responsibility of the Municipality. Any work performed by the Municipality prior to federal authorization is not eligible for federal funding. The Municipality will be notified by the State that the project is authorized and available for charging.

This project is currently scheduled in State Fiscal Year **2022**. **In accordance with the State's sunset policy for Local Bridge Program projects, the subject 2018-2022 Local Bridge Program improvement must be constructed and in final acceptance within six years from the start of State Fiscal Year 2019, or by June 30, 2024.** Extensions may be available upon approval of a written request by or on behalf of the Municipality to State per WisDOT Change Management policy. The written request shall explain the reasons for project implementation delay and revised timeline for project completion.

The dollar amounts shown in the Summary of Costs Table below are estimates. The final Municipal share is dependent on the final federal/state participation, and actual costs will be used in the final division of cost for billing and reimbursement.

**In no event shall federal or State funding exceed the estimate in the Summary of Costs table, unless such increase is approved in writing by the State through the State's Change Management policy prior to the Municipality incurring the increased costs.**

Additional funds will not be approved for projects where increased costs are due to changes outside of the project scope that were identified in the original application or the most recent State Municipal Agreement (SMA) (whichever is most current). Exceptions to this policy will be allowed when the change is necessary based on safety, conformance with applicable minimum federal and state standards, projected traffic needs, or other factors as determined by WisDOT.

#### SUMMARY OF COSTS

PHASE	Total Est. Project Cost	Federal / State Funds	%	Municipal Funds	%
<b>ID 2370-04-00</b>					
Design	<b>\$56,716.25</b>	<b>\$45,373.00</b>	80%	<b>\$11,343.25</b>	20% + BAL
State Review	<b>\$11,618.75</b>	<b>\$9,295.00</b>	80%	<b>\$2,323.75</b>	20% + BAL
<i>Project total</i>	<i>\$68,335.00</i>	<i>\$54,668.00</i>		<i>\$13,667.00</i>	
<b>ID 2370-04-70</b>					
Participating Construction	<b>\$295,200.00</b>	<b>\$236,160.00</b>	80%	<b>\$59,040.00</b>	20% + BAL
Construction Engineering	<b>\$32,472.50</b>	<b>\$25,978.00</b>	80%	<b>\$6,494.50</b>	20% + BAL
Non-Participating Construction	<b>\$0,000.00</b>		0%	<b>\$0,000.00</b>	100%
State Review	<b>\$10,205.00</b>	<b>\$8,164.00</b>	80%	<b>\$2,041.00</b>	20% + BAL
<i>Project total</i>	<i>\$337,877.50</i>	<i>\$270,302.00</i>		<i>\$67,575.50</i>	
<b>Total Est. Cost Distribution</b>	<b>\$406,212.50</b>	<b>\$324,970.00</b>		<b>\$81,242.50</b>	
*Design ID 2370-04-00 federal/state funding is limited to \$54,668.00					
*Construction ID 2370-04-70 federal/state funding is limited to \$270,302.00					



This request is subject to the terms and conditions that follow (pages 4 – 9) and is made by the undersigned under proper authority to make such request for the designated Municipality and upon signature by the State and delivery to the Municipality shall constitute agreement between the Municipality and the State. No term or provision of neither the State/Municipal Agreement nor any of its attachments may be changed, waived or terminated orally but only by an instrument in writing executed by both parties to the State/Municipal Agreement.

Signed for and in behalf of: <b>City of Pewaukee</b> (please sign in blue ink.)	
Name (print)	Title
Signature	Date
Signed for and in behalf of the <b>State</b> (please sign in blue ink.)	
Name (print)	Title
Signature	Date

**GENERAL TERMS AND CONDITIONS:**

1. All projects must be in an approved Transportation Improvement Program (TIP) or State Transportation Improvement Program (STIP) prior to requesting authorization.
2. Work prior to federal authorization is ineligible for federal or state funding.
3. The Municipality, throughout the entire project, commits to comply with and promote all applicable federal and state laws and regulations that include, but are not limited to, the following:
  - a. Environmental requirements, including but not limited to those set forth in the 23 U.S.C. 139 and National Environmental Policy Act (42 U.S.C. 4321 et seq.)
  - b. Equal protection guaranteed under the U.S. Constitution, WI Constitution, Title VI of the Civil Rights Act and Wis. Stat. 16.765. The municipality agrees to comply with and promote applicable federal and state laws, executive orders, regulations, and implementing requirements intended to provide for the fair and equitable treatment of individuals and the fair and equitable delivery of services to the public. In addition, the Municipality agrees not to engage in any illegal discrimination in violation of applicable federal or state laws and regulations. This includes but is not limited to Title VI of the Civil Rights Act of 1964 which provides that “no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.” The Municipality agrees that public funds, which are collected in a nondiscriminatory manner, should not be used in ways that subsidize, promote, or perpetuate illegal discrimination based on prohibited factors such as race, color, national origin, sex, age, physical or mental disability, sexual orientation, or retaliation.
  - c. Prevailing wage requirements, including but not limited to 23 U.S.C 113.
  - d. Buy America Provision and its equivalent state statutes, set forth in 23 U.S.C. 313 and Wis. Stat. 16.754.
  - e. Competitive bidding requirements set forth in 23 U.S.C 112 and Wis. Stat. 84.06.
  - f. All applicable Disadvantaged Business Enterprise (DBE) requirements that the State specifies.
  - g. Federal statutes that govern the Highway Bridge Replacement and Rehabilitation Program, including but not limited to 23 U.S.C. 144.
  - h. State statutes that govern the Local Bridge Program, including but not limited to Wis. Stat. 84.18.

- i. Bridge approaches funding policy. The Federal Highway Administration (FHWA) and Wis. Stat. 84.18(2)(e) limit bridge approach costs to only those approach costs that are necessary to render the bridge serviceable (to reach the attainable touchdown points using current standards). On a program level, FHWA has determined that, on average, bridge approach costs should amount to no more than 10% of the cost for constructing the bridge, and the municipality should be prepared to offer a justification of costs for any bridge project where the approach costs exceed that percentage.
- j. State administrative rule that implements Local Bridge Program: Ch. Trans 213.

#### **STATE RESPONSIBILITIES AND REQUIREMENTS:**

- 4. Funding of each project phase is subject to inclusion in Wisconsin's approved 2018-2022 Local Bridge Program. Federal/state financing will be limited to participation in the costs of the following items, as applicable to the project:
  - a. The grading, base, pavement, and curb and gutter, sidewalk, and replacement of disturbed driveways in kind.
  - b. The substructure, superstructure, grading, base, pavement, and other related bridge and approach items.
  - c. Storm sewer mains necessary for the surface water drainage.
  - d. Catch basins and inlets for surface water drainage of the improvement, with connections to the storm sewer main.
  - e. Construction engineering incident to inspection and supervision of actual construction work (except for inspection, staking, and testing of sanitary sewer and water main).
  - f. Signing and pavement marking.
  - g. New installations or alteration of street lighting and traffic signals or devices.
  - h. Landscaping.
  - i. Preliminary engineering and design.
  - j. State review services.
- 5. State is authorized by Wis. Stat. 84.18(6) to exercise whole supervision and control over the construction of the project. The work will be administered by the State and may include items not eligible for federal/state participation.
- 6. As the work progresses, the State will bill the Municipality for work completed which is not chargeable to federal/state funds. Upon completion of the project, a final audit will be made to determine the final division of costs subject to project funding limits in the Summary of Costs Table. If reviews or audits show any of the work to be ineligible for federal/state funding, the Municipality will be responsible for any withdrawn costs associated with the ineligible work.

#### **MUNICIPAL RESPONSIBILITIES AND REQUIREMENTS:**

- 7. Work necessary to complete the 2017–2022 Local Bridge Program improvement project to be financed entirely by the Municipality or other utility or facility owner includes the items listed below.
  - a. New installations of or alteration of sanitary sewers and connections, water, gas, electric, telephone, telegraph, fire or police alarm facilities, parking meters, and similar utilities.

- b. Damages to abutting property after project completion due to change in street or sidewalk widths, grades or drainage.
  - c. Detour routes and haul roads. The municipality is responsible for determining the detour route.
  - d. Conditioning, if required and maintenance of detour routes.
  - e. Repair of damages to roads or streets caused by reason of their use in hauling materials incident to the improvement.
  - f. All work related to underground storage tanks and contaminated soils.
  - g. Street and bridge width in excess of standards.
  - h. Real estate for the improvement
8. This line intentionally left blank.
9. FHWA limits bridge approach costs to only those approach costs that are necessary to render the bridge serviceable (to reach the attainable touchdown points using current standards). On a program level, FHWA has determined that, on average, bridge approach costs should amount to no more than 10% of the cost for constructing the bridge, and the Municipality should be prepared to offer a justification of costs for any bridge project where the approach costs exceed that percentage.
10. The construction of the subject improvement will be in accordance with the appropriate standards unless an exception to standards is granted by State prior to construction. The entire cost of the construction project, not constructed to standards, will be the responsibility of the Municipality unless such exception is granted.
11. Work to be performed by the Municipality without federal/state funding participation, necessary to ensure a complete improvement acceptable to the Federal Highway Administration and/or the State may be done in a manner at the election of the Municipality but must be coordinated with all other work undertaken during construction.
12. The Municipality is responsible for financing administrative expenses related to Municipal project responsibilities.
13. The Municipality will include in all contracts executed by them a provision obligating the contractor not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in Wis. Stat. 51.01 (5), sexual orientation as defined in Wis. Stat. 111.32 (13m), or national origin.
14. The Municipality will pay to the State all costs incurred by the State in connection with the improvement that exceed federal/state financing limits or are ineligible for federal/state financing. To guarantee the Municipality's foregoing agreements to pay the State, the Municipality, through its above duly authorized officers or officials, agrees and authorizes the State to set off and withhold the required reimbursement amount as determined by the State from any moneys otherwise due and payable by the State to the Municipality.
- 15. In accordance with the State's sunset policy for Local Bridge Program projects, the subject 2017-2022 Local Bridge Program improvement must be constructed and in final acceptance within six years from the start of State Fiscal Year 2019, or by June 30, 2024** Extensions may be available upon approval of a written request by or on behalf of the Municipality to State. The written request shall explain the reasons for project implementation delay and revised timeline for project completion.
16. If the Municipality should withdraw the project, it will reimburse the State for any costs incurred by the State on behalf of the project.
17. The Municipality will at its own cost and expense:

- a. Maintain all portions of the project that lie within its jurisdiction (to include, but not limited to, cleaning storm sewers, removing debris from sumps or inlets, and regular maintenance of the catch basins, curb and gutter, sidewalks and parking lanes [including snow and ice removal]) for such maintenance through statutory requirements in a manner satisfactory to the State, and will make ample provision for such maintenance each year.
- b. Regulate [or prohibit] parking at all times in the vicinity of the proposed improvements during their construction.
- c. Regulate [or prohibit] all parking at locations where and when the pavement area usually occupied by parked vehicles will be needed to carry active traffic in the street.
- d. Assume general responsibility for all public information and public relations for the project and to make fitting announcement to the press and such outlets as would generally alert the affected property owners and the community of the nature, extent, and timing of the project and arrangements for handling traffic within and around the projects.
- e. Provide complete plans, specifications, and estimates to State upon request.
- f. Provide relocation orders and real estate plats to State upon request.
- g. Use the *WisDOT Utility Accommodation Policy*, unless it adopts a policy that has equal or more restrictive controls.
- h. Provide maintenance and energy for lighting.
- i. Provide proper care and maintenance of all landscaping elements of the project including replacement of any plant materials damaged by disease, drought, vandalism or other cause.

18. It is further agreed by the Municipality that:

- a. The Municipality assumes full responsibility for the design, installation, testing and operation of any sanitary sewer and water main infrastructure within the improvement project and relieves the state and all of its employees from liability for all suits, actions, or claims resulting from the sanitary sewer and water main construction under this agreement.
- b. The Municipality assumes full responsibility for the plans and special provisions provided by their designer or anyone hired, contracted or otherwise engaged by the Municipality. The Municipality is responsible for any expense or cost resulting from any error or omission in such plans or special provisions. The Municipality will reimburse State if State incurs any cost or expense in order to correct or otherwise remedy such error or omission or consequences of such error or omission.
- c. The Municipality will be 100% responsible for all costs associated with utility issues involving the contractor, including costs related to utility delays.
- d. All signs and traffic control devices and other protective structures erected on or in connection with the project including such of these as are installed at the sole cost and expense of the Municipality or by others, will be in conformity with such *Manual of Uniform Traffic Control Devices* as may be adopted by the American Association of State Highway and Transportation Officials, approved by the State, and concurred with by the FHWA.
- e. The right-of-way available or provided for the project will be held and maintained inviolate for public highway or street purposes. Those signs prohibited under federal highway regulations, posters, billboards, roadside stands, or other private installations prohibited by federal or State highway regulations will not be permitted within the right-of-way limits of the project. The Municipality, within its jurisdictional limits, will remove or cause to be removed from the right-of-way of the project all private installations of whatever nature which may be or cause an obstruction or interfere with the free flow of traffic, or which may be or cause a hazard to traffic, or which impair the usefulness of the project and all other encroachments which may be required to be removed by the

State at its own election or at the request of the FHWA, and that now such installations will be permitted to be erected or maintained in the future.

- f. The Municipality is responsible for any damage caused by legally hauled loads, including permitted Oversize and Overweight loads. The contractor is responsible for any damage caused to haul roads if they do not obey size and weight laws, use properly equipped and maintained vehicles, and do not prevent spilling of materials onto the haul road (*WisDOT Standard Specifications* 618.1, 108.7, 107.8). The local maintaining authority can impose special or seasonal weight limitations as defined in Wis. Stat. 349.16, but this should not be used for the sole purpose of preventing hauling on the road.

The bid item 618.0100 Maintenance and Repair of Haul Roads (project) is ineligible for federal funding on local program projects as per the State/Municipal Agreement. The repair of damages as a result of hauling materials for the project is the responsibility of the Municipality as specified in the State/Municipal Agreement Terms and Conditions under "Municipal Responsibilities and Requirements."

#### **LEGAL RELATIONSHIPS:**

19. The State shall not be liable to the Municipality for damages or delays resulting from work by third parties. The State also shall be exempt from liability to the Municipality for damages or delays resulting from injunctions or other restraining orders obtained by third parties.
20. The State will not be liable to any third party for injuries or damages resulting from work under or for the Project. The Municipality and the Municipality's surety shall indemnify and save harmless the State, its officers and employees, from all suits, actions or claims of any character brought because of any injuries or damages received or sustained by any person, persons or property on account of the operations of the Municipality and its sureties; or on account of or in consequence of any neglect in safeguarding the work; or because of any act or omission, neglect or misconduct of the Municipality or its sureties; or because of any claims or amounts recovered for any infringement by the Municipality and its sureties of patent, trademark or copyright; or from any claims or amounts arising or recovered under the Worker's Compensation Act, relating to the employees of the Municipality and its sureties; or any other law, ordinance, order or decree relating to the Municipality's operations.
21. Contract modification: This State/Municipal Agreement can only be modified by written instruments duly executed by both parties. No term or provision of neither this State/Municipal Agreement nor any of its attachments may be changed, waived or terminated orally.
22. Binding effects: All terms of this State/Municipal Agreement shall be binding upon and inure to the benefits of the legal representatives, successors and executors. No rights under this State/Municipal Agreement may be transferred to a third party. This State/Municipal Agreement creates no third-party enforcement rights.
23. Choice of law and forum: This State/Municipal Agreement shall be interpreted and enforced in accordance with the laws of the State of Wisconsin. The parties hereby expressly agree that the terms contained herein and in any deed executed pursuant to this State/Municipal Agreement are enforceable by an action in the Circuit Court of Dane County, Wisconsin.

#### **PROJECT FUNDING CONDITIONS**

24. Non-appropriation of funds: With respect to any payment required to be made by the State under this State/Municipal Agreement, the parties acknowledge the State's authority to make such payment is contingent upon appropriation of funds and required legislative approval sufficient for such purpose by the Legislature. If such funds are not so appropriated, either the Municipality or the State may terminate this State/Municipal Agreement after providing written notice not less than thirty (30) days before termination.
25. Maintenance of records: During the term of performance of this State/Municipal Agreement, and for a period not less than three years from the date of final payment to the Municipality, records and accounts pertaining to the performance of this State/Municipal Agreement are to be kept available for inspection and audit by

representatives of the State. The State reserves the right to audit and inspect such records and accounts at any time. The Municipality shall provide appropriate accommodations for such audit and inspection.

In the event that any litigation, claim or audit is initiated prior to the expiration of said records maintenance period, the records shall be retained until such litigation, claim or audit involving the records is complete.

26. The Municipality agrees to the following 2017-2022 Local Bridge Program project funding conditions:

- a. ID **2370-04-00** Design is funded with 80% state funding up to a funding limit of \$54,668.00, where applicable when the Municipality agrees to provide the remaining 20% and any funds in excess of the \$54,668.00 state funding limit. This phase includes plan development and state review. The work includes project review, approval of required reports and documents and processing the final Plan, Specification & Estimate (PS&E) document for award of the contract. Costs for this phase include an estimated amount for state review activities, to be funded 80% with federal funding and 20% by the Municipality.
- b. ID **2370-04-70**: Any real estate acquisition is 100% the responsibility of the Municipality.
- c. ID **2370-04-70**: No compensable utility costs have been identified.
- d. ID **2370-04-70**: Construction
  - i. Costs for construction, engineering, and state review are funded with 80% state funding up to a funding limit of \$270,302.00, when the Municipality agrees to provide the remaining 20%, and any funds in excess of the \$270,302.00 state funding limit.
  - ii. Non-participating costs for are funded 100% by the Municipality. Costs include construction delivery.

**ARENZ, MOLTER, MACY, RIFFLE, LARSON & BITAR**

MUNICIPAL LAW & LITIGATION GROUP, S.C.

720 N. GRAND AVENUE  
WAUKESHA, WISCONSIN 53186  
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DALE W. ARENZ, RETIRED  
DONALD S. MOLTER, JR., RETIRED  
JOHN P. MACY  
COURT COMMISSIONER  
H. STANLEY RIFFLE  
COURT COMMISSIONER  
ERIC J. LARSON  
REMZY D. BITAR

PAUL E. ALEXY  
MATTEO REGINATO  
R. VALJON ANDERSON  
LUKE A. MARTELL  
SAMANTHA R. SCHMID  
STEPHEN J. CENTINARIO, JR.  
TIMOTHY A. SUHA

September 4, 2018

Jeff Weigel, DPW Director  
City of Pewaukee  
W240 N3065 Pewaukee Road  
Pewaukee, WI 53072

**Re: Local Bridge Program  
Spring Creek Bridge  
Duplainville Road  
State/Municipal Agreement**

Dear Mr. Weigel:

I received the above-noted Agreement, the cover letter from Robert Schmidt of WisDOT and your request that I review the same. I have had an opportunity to carefully consider this matter.

Based upon my review, I hereby approve the form of the same subject to the following comments, questions, concerns and recommendations in this regard:

1. I suspect it is very unlikely that we can modify the terms of this document. This is a State bridge program involving 183 bridge projects, with the State agreeing to pay for 80% of the costs, making it very unlikely that they would modify their standard terms for our project.
2. I will concentrate instead on outlining many of the substantial terms to be sure that you have considered these policy issues before you decide to proceed. Please note the following:
  - a. On page 1, there is a reference to an "environmental document," and all work must be completed in accordance with the environmental document. There is no further identification of this document, or regarding who prepares it, or how it is reviewed, or what it might require.
  - b. Page 3 shows a Summary of Costs, whereby the State pays 80% of the design and 80% of the construction. Note that the State will not exceed the dollar amounts shown in this Summary of Costs, so if the project goes over these estimates, the City pays 100% of any costs that exceed these estimates. Note also that these estimates show the municipality paying

## MUNICIPAL LAW & LITIGATION GROUP, S.C.

Jeff Weigel  
September 4, 2018  
Page 2

20%, which by these estimates equals \$81,242.50. These estimates do not include the cost of real estate acquisition, which are borne 100% by the City, or the cost of any extra work that the City may choose to do in relation to this project.

- c. Note that the State will notify the City when it has received federal authorization, and no cost incurred prior to the federal authorization can be recovered through this program.
  - d. Note that the project must be completed by June 30, 2024 to be eligible for funding. If the project is not completed by that date a written request for an extension is required, and there is no assurance that the extension would be granted.
  - e. On page 4, Section 3 includes numerous requirements for the project. Note that prevailing wages are required by Section 3.c., which would likely not be required but for this contract.
  - f. On page 6, paragraph 13 note that there is specific language that must be included in all contracts concerning this project.
  - g. On page 6, item 14, note that the State is reserving the right to withhold any payments that might come due from the State to the City, if the State believes the State incurs costs on the project that are not eligible for federal/State financing.
  - h. On page 6, item 16, note that if the City withdraws the project, the City must reimburse the State for any costs incurred by the State on the project.
3. If we had any ability to modify these terms, the Section that I would seek to modify is shown on page 8, paragraph 20. This Section requires that the City indemnify the State for numerous issues that could arise in the performance of the Agreement. I routinely recommend against such indemnification agreements. Note that there is not parallel language, which would require the State to indemnify the City for the State's errors arising under the Agreement, which makes this Section that much less desirable for the City's interests. It is possible that this Section could be interpreted to waive the City's statutory immunities and liability caps, moreover.

I recommend that you contact the State and request to have paragraph 20 deleted, and see what they say. If they refuse (which is what I expect), then I recommend that you contact your insurer to be sure that this Section does not violate the City's current insurance policies and that the City acquire any necessary endorsements, if any, to protect against these risks before you proceed. Many insurance policies include an exclusion for contractually assumed liabilities, and our courts have interpreted indemnification clauses to be contractually assumed liabilities for insurance purposes. If your insurance coverage includes an exclusion for contractually assumed liabilities, therefore,



**MUNICIPAL LAW & LITIGATION GROUP, S.C.**

Jeff Weigel  
September 4, 2018  
Page 3

you may need to obtain a new policy or an endorsement on your existing policy to cover these risks.

If you should have any questions or concerns regarding this matter please do not hesitate to contact me

Yours very truly,

MUNICIPAL LAW & LITIGATION GROUP, S.C.

*Eric J. Larson*

Eric J. Larson

EJL/egm

cc: Scott Kline, City Administrator  
Kelly Tarczewski, City Clerk/Treasurer  
H. Stanley Riffle

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STATE OF WISCONSIN  
DEPARTMENT OF TRANSPORTATION

Inspection Report for  
B-67-009

DUPLAINVILLE RD over SPRING CREEK  
Oct 02, 2016



Type	Prior	Frequency (mos)	Performed
Routine	10-13-15	12	X
Interim	10-27-13	0	
Scour Plan of Action		48	
SIA Review	10-27-13	48	X
Uw-Profile	10-13-15	24	

Latitude 43°05'20.59"N  
Longitude 88°11'42.45"W

Owner CITY  
Maintainer CITY

Time Log

Team members

Hours	Minutes	
1	30	

Name	Number	Signature	Date
Tormey, Jeffrey T	9510	<i>Jeffrey T Tormey</i> E-signed by Jeffrey T Tormey(jtormey)	11-10-16

**BRIDGE INSPECTION REPORT**  
**Wisconsin Department of Transportation**  
**DT2007 2003 s.84.17 Wis. Stats.**

page 2

**Identification & Location**

Feature On: DUPLAINVILLE RD	Section Town Range: S12 T07N R19E	Structure Number: <b>B-67-009</b>
Feature Under: SPRING CREEK	County: WAUKESHA	
Location 1.9M N JCT CTH F	Municipality: PEWAUKEE	Structure Name:

**Geometry**

measurements in feet, except where noted

Approach Roadway Width: 34	Bridge Roadway Width: 38.0	Total Length: 23.0
Approach Pavement Width: 22	Deck Width: 41.5	Deck Area (sq ft): 954

**Traffic**

Lanes	ADT	ADT year	Traffic Pattern
On 2	4578	2015	TWO WAY TRAFFIC

**Capacity**

**Load Rating**

Inventory rating: HS08	Overburden depth (in): 8.0	Last rating date: 02-11-09	Controlling:
Operating rating: HS20	Deck surface material: BITUMINOUS	Re-rate for capacity (Y/N):	Control location:
Posting:	Re-rate notes:		

**Hydraulic**

**Classification**

Scour Critical Code(113): (3) CRITICAL-UNSTABLE FOUNDATIONS	Q100 (ft3/sec): 0	
High water elevation (ft): 0.0	Velocity (ft/sec): 0.0	Sufficiency #:

**Span(s)**

Span #	Material	Configuration	Depth (in)	Length (ft)	Main
1	CONCRETE	DECK GIRDER		22.0	Y

**Expansion joint(s)**

<b>Temperature:</b>	File:	New:
---------------------	-------	------

**Clearance**

Item	File Measurement (ft)	File Date	New Measurement (ft)
Highway Min Vertical On Cardinal			
Horizontal On Cardinal			

**Construction History**

Year	Work Performed	FOS id
1953	WIDEN STRUCTURE	
1922	NEW STRUCTURE	

**Maintenance Items**

Item	Priority	Recommended by	Status	Status change
IMP-Structure Replacement	MEDIUM	Tormey, Jeffrey T (9510)	IDENTIFIED	11/09/16
The structure is near the end of its useful life and should be replaced as soon as possible				

**BRIDGE INSPECTION REPORT**  
**Wisconsin Department of Transportation**  
**DT2007 2003 s.84.17 Wis. Stats.**

page 3

Structure No.: **B-67-009**

**Elements**

Chk	Element	Defect	Description	UOM	Total	Quantity in Condition State			
						1	2	3	4
X	12		<b>Reinforced Concrete Deck</b>	SF	943	0	243	600	100
		1080	Delamination - Spall - Patched Area Extensive spalling with exposed rebar	SF		0	200	400	100
		1130	Cracking (RC) Narrow to medium longit cracks w/eff	SF		0	143	200	0
	8511		AC Overlay	SF	900	0	0	800	100
			Numerous Cracks in Bituminous overlay						
		3210	Debonding/Spall/Patched Area/Pothole Numerous small spalls in AC overlay	SF		0	0	400	0
	3220		Crack (Wearing Surface)	SF		0	0	400	100
			Extensive cracking in AC overlay						
X	110		<b>Reinforced Concrete Open Girder</b>	LF	158	30	48	80	0
		1080	Delamination - Spall - Patched Area Spalls with exposed/corroded rebar at east and west exterior beams and scalling throughout	LF		98	30	30	0
	1130		Cracking (RC)	LF		90	18	50	0
			Numerous cracks with effl.						
X	215		<b>Reinforced Concrete Abutment</b>	LF	88	28	20	30	10
		1080	Delamination - Spall - Patched Area Some spalling and scaling	LF		0	10	10	0
	1130		Cracking (RC)	LF		0	10	20	10
			Numerous cracks w/eff						
X	331		<b>Reinforced Concrete Bridge Rail</b>	LF	52	28	20	4	0
		1080	Delamination - Spall - Patched Area Numerous small spalls, <b>some exposed rebar in rail posts</b>	LF		0	10	4	0
	1130		Cracking (RC)	LF		0	10	0	0
			HL to narrow horiz and vert cracks						
X	8400		<b>Integral Wingwall</b>	EA	4	4	0	0	0
	8903		Wingwall Deterioration.	EA		4	0	0	0
			HL map cracking						

**BRIDGE INSPECTION REPORT**  
**Wisconsin Department of Transportation**  
**DT2007 2003 s.84.17 Wis. Stats.**

page 4

Structure No.: **B-67-009**

**Assessments**

Chk	Element	Defect	Description	UOM	Total	Quantity in Condition State			
						1	2	3	4
X	9001		<b>Drainage - Approach</b> No drainage structures present	EA	4	4	0	0	0
X	9030		<b>Signs - Object Markers</b> All 4 corners - SE and SW markers have been hit or scraped and bent	EA	4	2	2	0	0
X	9045		<b>Slope Protection- Riprap</b> At NW wing wall	EA	1	1	0	0	0
X	9323		<b>Approach Roadway - Asphalt</b> S. appr in cond state 3 - Transverse cracks - rutting	EA	2	0	1	1	0

**NBI Ratings**

	File	New
Deck	4	4
Superstructure	4	4
Substructure	4	4
Culvert	N	N
Channel	4	4
Waterway	4	4

**Structure Specific Notes**

**Inspection Specific Notes**

**Inspector Site-Specific Safety Considerations**

**Structure Inspection Procedures**

**Special Requirements**

	Chk	Hours	Cost	Comments
Other Access Equipment	X			Waders

Underwater Probe Form  
B-67-009

General Site Conditions - Scour

Riprap appears to have arrested scour at NW wingwall. No further evidence of scour noted

General Site Conditions - Embankment Erosion/Conditions

Substructure Notes

Unit	Max Water Depth(ft)	Mode	Notes
Cardinal		Wade	
Non Cardinal		Wade	

**Routine**

**Document Comment/Description**

Longitudinal View Looking North





**Routine**

**Document Comment/Description**

Longitudinal view Looking South





**Routine**

**Document Comment/Description**

Bridge Clearance Marketer Scraped and bent



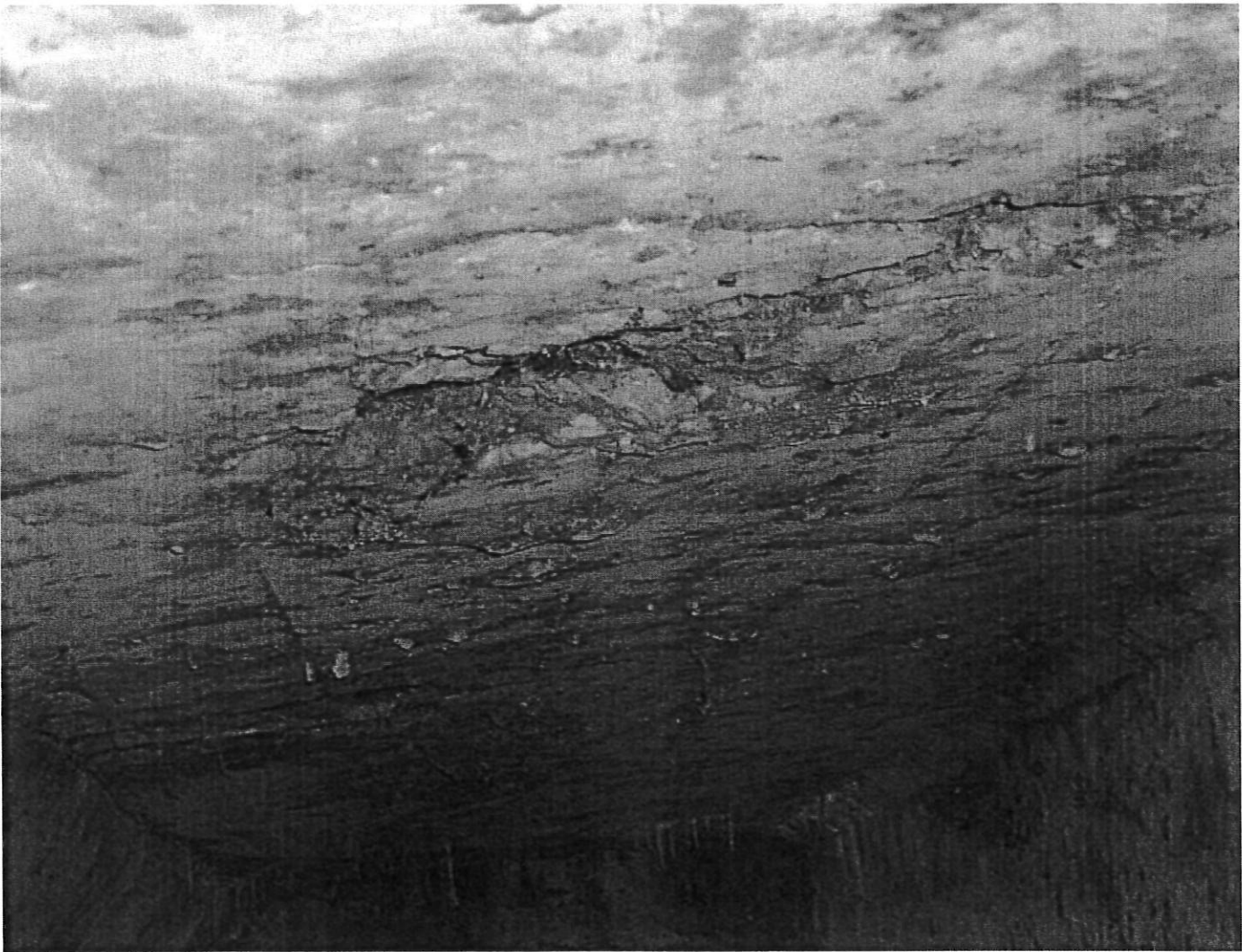
Routine  
Document Comment/Description

Spall with Exposed Rebar in East Exterior Beam



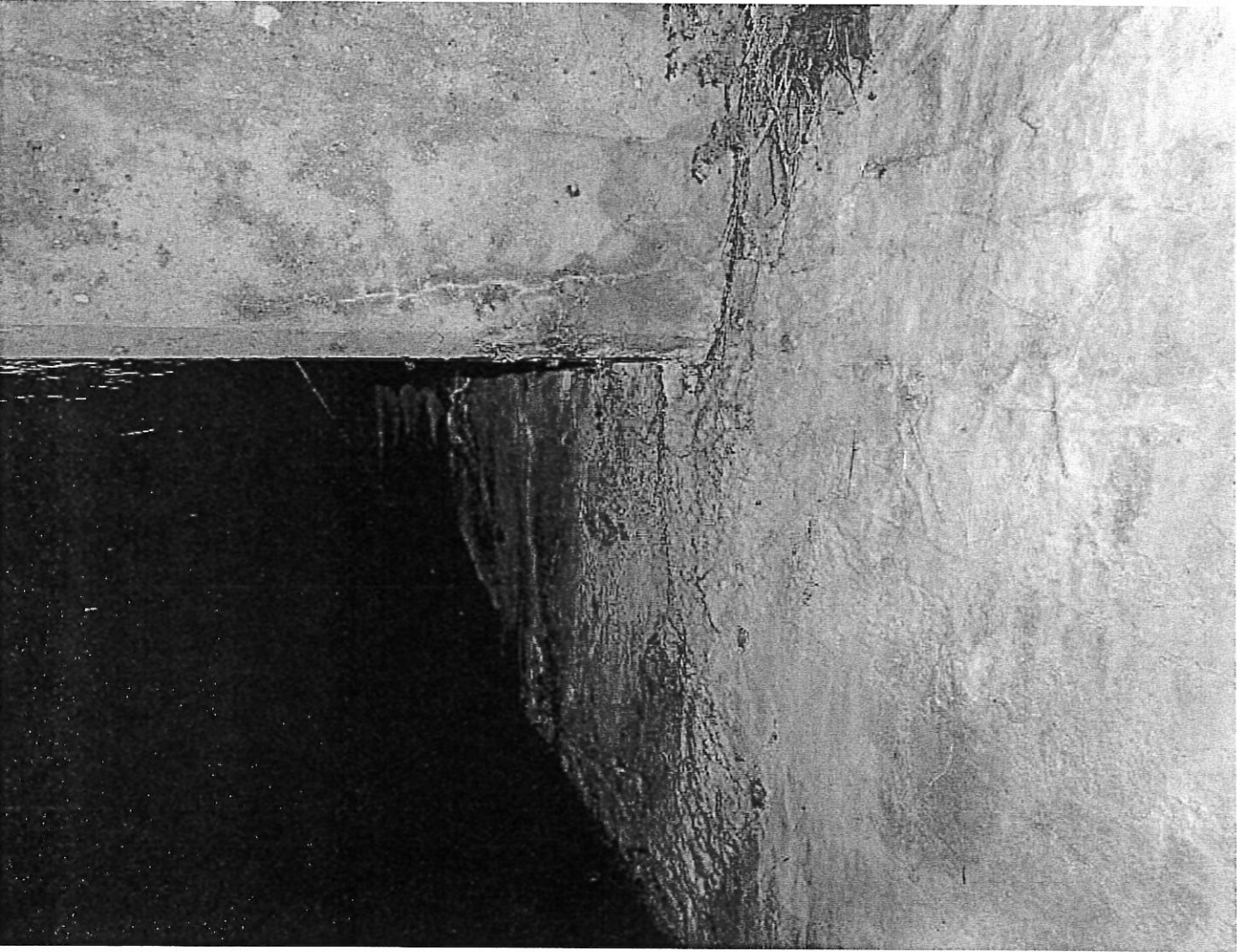
**Routine**  
**Document Comment/Description**

General Deterioration of Underside of Bridge Deck



**Routine**  
**Document Comment/Description**

Typical beam deterioration at abutment





Routine  
Document Comment/Description

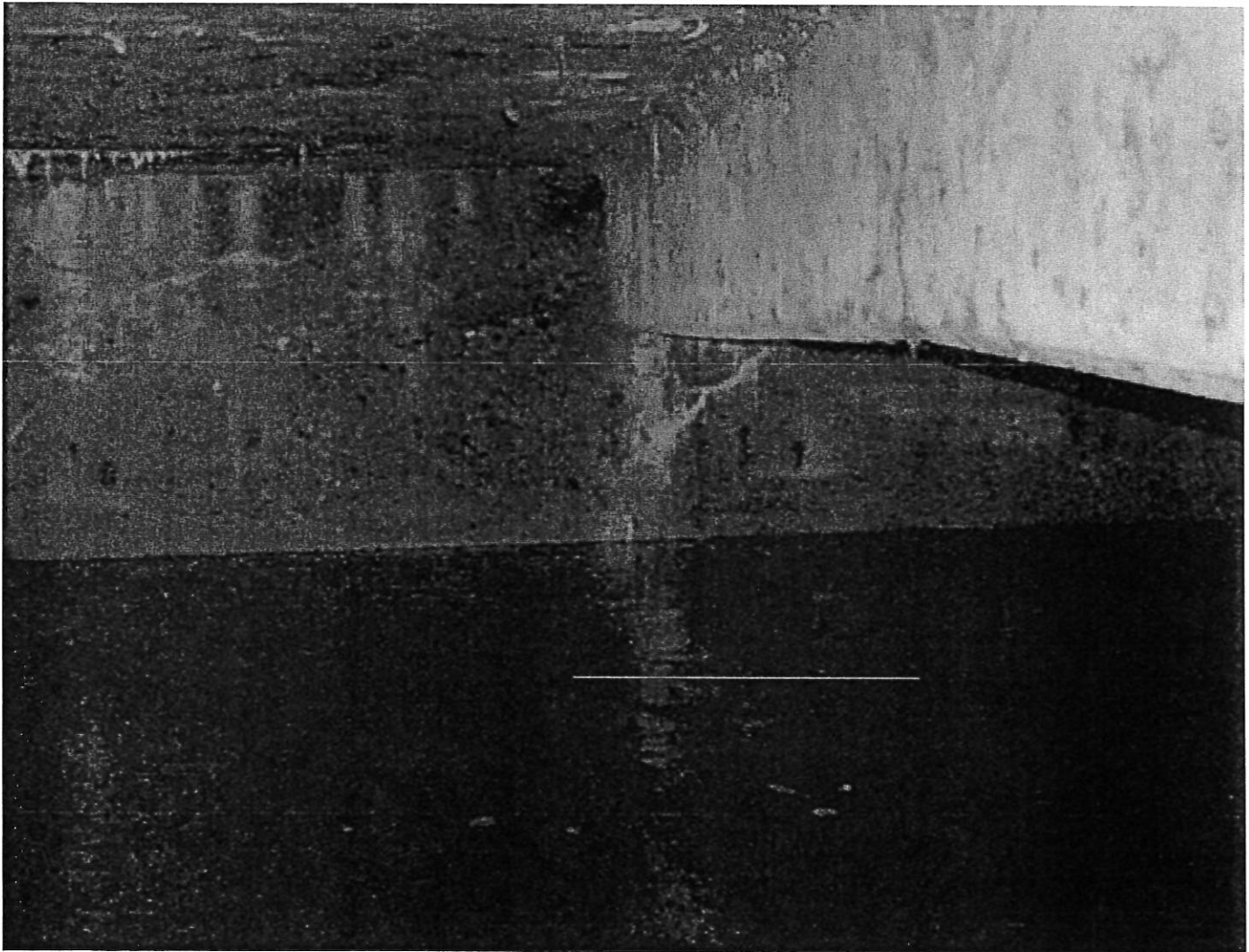
Typical Deterioration of Abutment Photo 1 of 2



**Routine**

**Document Comment/Description**

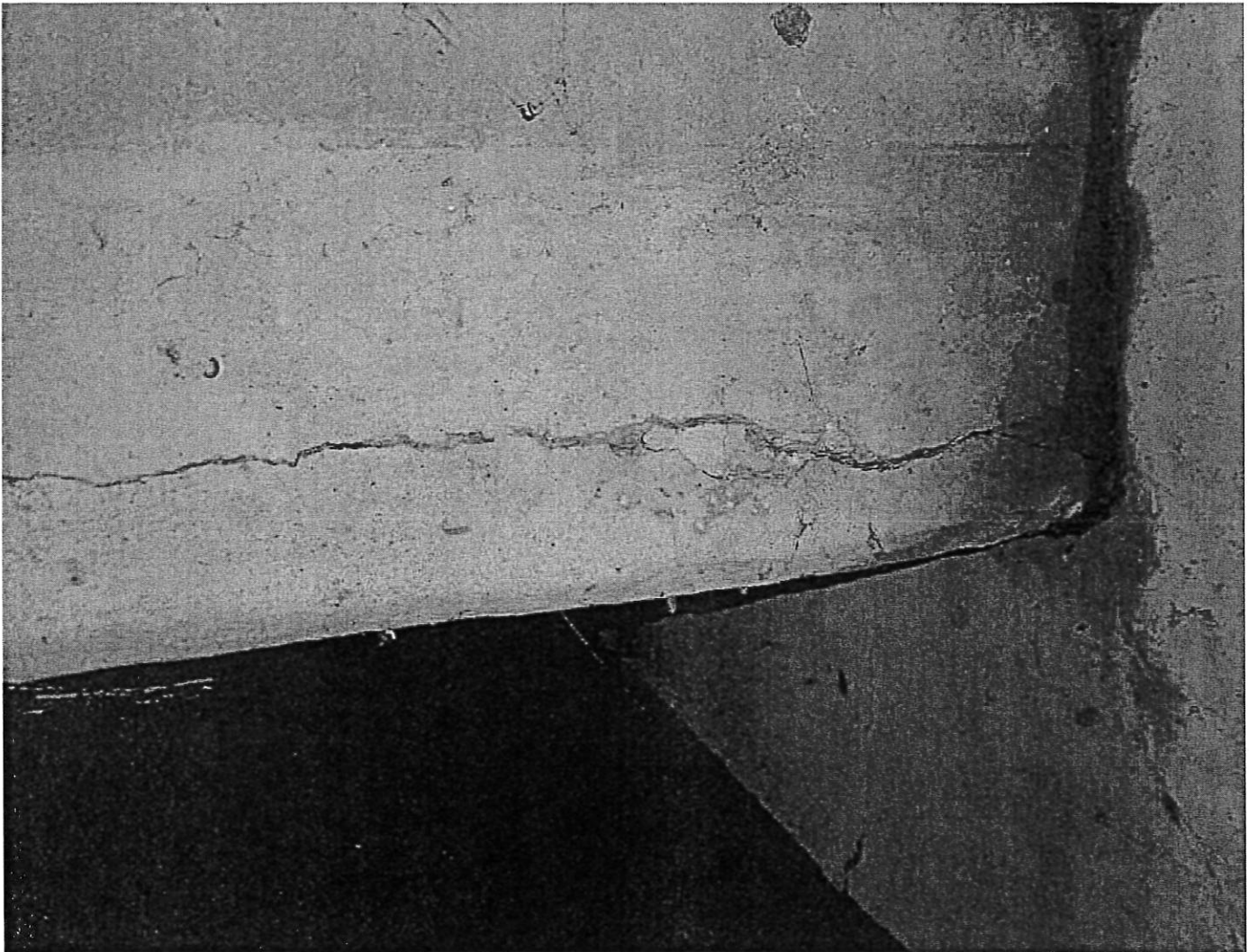
Typical Deterioration of Abutment Photo 2 of 2



**Routine**

**Document Comment/Description**

Longitudinal crack in girder at south abutment



**Routine**

**Document Comment/Description**

Typical condition of wearing surface





**Routine**

**Document Comment/Description**

Spall with exposed rebar in rail post



Non-Image Documents

Type	Document	Document Comment/Description	Attached
Other	b67-009_16_0d1.xlsx	Underwater Profiles	

# STRUCTURE INVENTORY AND APPRAISAL FIELD REVIEW FORM

**B-67-009**  
DUPLAINVILLE RD over SPRING CREEK

## LOCATION

- (3) Municipality:  
(16) Latitude(° ' "):  
(17) Longitude(° ' "):

PEWAUKEE
43°05'20.59"N
88°11'42.45"W

## TRAFFIC SERVICE

- (28A) Lanes On:  
(28B) Lanes Under:  
(102) Traffic Pattern On:  
(102) Traffic Pattern Under:  
(19) Detour Length(mi):

2
0
-NO TRAFFIC -ONE WAY TRAFFIC <input checked="" type="checkbox"/> -TWO WAY TRAFFIC
<input checked="" type="checkbox"/> -NO TRAFFIC -ONE WAY TRAFFIC -TWO WAY TRAFFIC
4

## GEOMETRY

- (49) Structure Length(ft):  
(50) Sidewalk Width(ft):  
(50) Curb Width(ft):  
(52) Culvert Barrel Length(ft):  
(34) Skew:  
  
(51) Bridge Roadway Width(ft):  
(52) Deck Width(ft):  
Right Wingwall Length(ft):  
Left Wingwall Length(ft):  
(32) Approach Roadway Width(ft):  
  
(47) Minimum Horizontal(ft):  
(55) Minimum Right Lateral(ft):  
(56) Minimum Left Lateral(ft):

23.0	
Left: 0.0	Right: 0.0
Angle(°): 6	Direction: -RIGHT FORWARD X-LEFT FORWARD
Cardinal	Non-Cardinal
38.0	38.0
41.5	41.5
34	0
Cardinal Under Clearance	Non-Cardinal Under Clearance

## RAILING APPRAISAL

- (36A) Bridge Rail Adequacy:  
(36B) Transition Adequacy:  
(36C) Approach Guardrail Adequacy:  
(36D) Guardrail Termination Adequacy:  
Outer Rail:

<input checked="" type="checkbox"/> -SUB-STANDARD -STANDARD -NOT APPLICABLE		
<input checked="" type="checkbox"/> -SUB-STANDARD -STANDARD -NOT APPLICABLE		
<input checked="" type="checkbox"/> -SUB-STANDARD -STANDARD -NOT APPLICABLE		
<input checked="" type="checkbox"/> -SUB-STANDARD -STANDARD -NOT APPLICABLE		
Left	Right	Type
		TYPE F (TWO SQUARE TUBES) - STEEL(8)
		TYPE F (3 SQUARE TUBES) - STEEL(65)
		TYPE F (4 SQUARE TUBES) - STEEL(72)
		TYPE M-STEEL 3 SQUARE TUBES(93)
		SLOPED FACE PARAPET LF(91)
		SLOPED FACE PARAPET HF(92)
		VERTICAL FACE PARAPET TYPE A(74)
		TYPE W-THRIE BEAM(79)
		TYPE H ON VERTICAL PARAPET(80)
		TIMBER(38)
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	OTHER(99) (Please specify)
		Left: OPEN CONCRETE ON CURB(36)
		Right: OPEN CONCRETE ON CURB(36)
Transition Type:		
		CONT GUARD RAIL
<input checked="" type="checkbox"/>		NO APP GRDRL
		NO ATTACHMENT
		22 MM(7/8") BOLT (Please enter quantity)
		25 MM(1") BOLT (Please enter quantity)
		OTHER (Please specify)
Approach Attachment Rail Note:		
Guardrail Termination Type:		
		(01) ENERGY ABSORBING TERMINAL/EAT
		(02) TURN DOWN
		(99) OTHER (Please specify)
Guardrail Termination Note:		

## ROADWAY ALIGNMENT APPRAISAL

- (72) Approach Alignment Appraisal:

	3 Intolerable- Substantial speed reduction
<input checked="" type="checkbox"/>	6 Fair- Minor speed reduction
	8 Good- No speed reduction

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

**DATE:** September 10, 2018

**DEPARTMENT:** PW - Stormwater

**PROVIDED BY:** Jeffrey L. Weigel, Public Works Director

***SUBJECT:***

Discussion and Possible Action to Approve the Release of the Payne & Dolan Letter of Credit (US Bank SLCWMIL04339) in the Amount of \$150,000 and Accept the Dedication of the Storm Sewer Constructed Under the Agreement [Weigel]

***BACKGROUND:***

As a part of the Waukesha Lime and Stone/Payne and Dolan quarry expansion on the south side of I-94, Waukesha Lime/Payne & Dolan constructed nearly \$2M of concrete storm sewer (plans attached). That storm sewer was constructed under a development agreement with Payne & Dolan (copy attached). That project was completed in 2016 and later that year the developer requested and received a reduction of the letter of credit from \$2,679,250 to \$150,000. That action also triggered the 1-year warranty period.

***FINANCIAL IMPACT:***

No direct cost as in the action the City assumes ownership of the storm sewer pipe.

***RECOMMENDED MOTION:***

Common Council authorizes the release of the US Bank \$150,000 letter of credit for the Payne & Dolan storm sewer project/development.

**ATTACHMENTS:**

Description  
Development Agreement  
Project plans



---

**PAYNE & DOLAN**  
INCORPORATED

November 30, 2015

Ms. Maggie Wagner, P.E.  
Assistant City Engineer, City of Pewaukee  
W240 N3065 Pewaukee Road  
Pewaukee, WI 53072

**RE: Development Agreement and Letter of Credit**

Dear Ms. Wagner:

Enclosed is a signed copy of the Development Agreement for Nonmetallic Mineral Extraction for the storm water pipe project on the north side of Bluemound Road. The Letter of Credit from US Bank should have been sent directly to the City. I have enclosed a copy for your reference. Please let me know if there is something else that you need on either of these items.

We look forward to continuing to work with the City on this project. If you have any questions and/or need additional information, please do not hesitate to contact me at (262) 366-5429.

Sincerely,

**Payne & Dolan, Inc.**

Clint Weninger, P.G.  
Land Resources Manager

enc.





U.S. BANK NATIONAL ASSOCIATION  
GLOBAL DOCUMENTARY SERVICES, MK-WI-J6NI  
777 EAST WISCONSIN AVENUE  
MILWAUKEE, WISCONSIN 53202

SWIFT: USBKUS44MIL  
TELEPHONE: 414-765-5534  
FACSIMILE: 414-765-4485

IRREVOCABLE LETTER OF CREDIT  
NUMBER SLCWMIL04339

NOVEMBER 18, 2015

**BENEFICIARY:**  
CITY OF PEWAUKEE  
W240 N3065 PEWAUKEE ROAD  
PEWAUKEE, WI 53072

**APPLICANT:**  
PAYNE & DOLAN, INC.  
N3 W23650 BADINGER ROAD  
P.O. BOX 781  
WAUKESHA, WI 53187

**AMOUNT:**  
USD 2,679,250.00

**EXPIRATION DATE:**  
NOVEMBER 18, 2016

WE HEREBY ISSUE THIS IRREVOCABLE LETTER OF CREDIT NUMBER SLCWMIL04339 IN YOUR FAVOR, CITY OF PEWAUKEE, UP TO AN AGGREGATE AMOUNT OF TWO MILLION SIX HUNDRED SEVENTY NINE THOUSAND TWO HUNDRED FIFTY AND 00/100 UNITED STATES DOLLARS (USD2,679,250.00), AVAILABLE BY YOUR DRAFT(S) AT SIGHT DRAWN ON U.S. BANK NATIONAL ASSOCIATION, MILWAUKEE, WISCONSIN FOR THE ACCOUNT OF THE APPLICANT.

THIS IRREVOCABLE LETTER OF CREDIT IS ISSUED TO SECURE AND ENSURE TO THE CITY OF PEWAUKEE THAT THE TERMS AND CONDITIONS OF AN AGREEMENT ON FILE WITH THE CITY OF PEWAUKEE, DATED MARCH 24, 2014, INCLUDING ANY AMENDMENTS THAT MAY BE MADE THERETO BY THE PARTIES, ARE SATISFIED.

ALL DEMANDS REQUESTED BY THE CITY OF PEWAUKEE MUST BE ACCOMPANIED BY A STATEMENT SIGNED BY THE CITY CLERK FOR THE CITY OF PEWAUKEE STATING THAT: "THE APPLICANT HAS DEFAULTED OR FAILED TO PERFORM PURSUANT TO THE ABOVE-NOTED AGREEMENT AND/OR ANY AMENDMENT THERETO." ALL SUCH DEMANDS SHALL BE HONORED ON PRESENTATION WITHOUT NOTICE TO OR SUBJECT TO CONFIRMATION BY APPLICANT.

THIS IRREVOCABLE LETTER OF CREDIT MAY BE REDUCED FROM TIME TO TIME AS AND TO THE EXTENT THAT THE PORTION OF WORK REQUIRED UNDER THE AFOREMENTIONED AGREEMENT IS COMPLETED AND PAID FOR, PROVIDED, HOWEVER, THAT NO SUCH REDUCTION SHALL OCCUR UNTIL THE ISSUER HAS RECEIVED A REDUCTION CERTIFICATE IN THE FORM OF EXHIBIT "A" FROM THE CITY CLERK OF THE CITY OF PEWAUKEE. SAID CERTIFICATE SHOULD SET FORTH THE AMOUNT OF REDUCTION AND THE AMOUNT OF REMAINING BALANCE PAYABLE UNDER THIS CREDIT.

THIS LETTER OF CREDIT SHALL BE CONSTRUED UNDER THE LAWS OF THE STATE OF WISCONSIN.

THIS LETTER OF CREDIT IS IRREVOCABLE. THIS LETTER OF CREDIT WILL TERMINATE 12 MONTHS FROM THE DATE OF ISSUANCE PROVIDED, HOWEVER, TERMINATION HEREOF SHALL NOT BE EFFECTIVE UNLESS, NOT LESS THAN NINETY (90) DAYS PRIOR TO THE EXPIRATION DATE AND NOT MORE THAN ONE HUNDRED TWENTY (120) DAYS PRIOR TO THE EXPIRATION DATE, WRITTEN NOTICE IS DELIVERED TO THE CITY OF PEWAUKEE INDICATING THAT THIS LETTER OF CREDIT, PURSUANT TO ITS TERMS, WILL EXPIRE. IF SAID NOTICE IS NOT GIVEN AT LEAST NINETY (90) DAYS PRIOR TO THE EXPIRATION OR IF SAID NOTICE IS GIVEN MORE THAN ONE HUNDRED TWENTY (120) DAYS PRIOR TO THE EXPIRATION DATE, THIS LETTER OF CREDIT SHALL TERMINATE UPON NINETY (90) DAYS AFTER RECEIPT OF WRITTEN NOTICE TO THE CITY OF PEWAUKEE.

CONTINUED ON PAGE TWO



PAGE TWO  
IRREVOCABLE STANDBY LETTER OF CREDIT  
NUMBER SLCWMIL04339

IT IS HEREBY AGREED TO BY ALL PARTIES THAT REFERENCES TO THE "AGREEMENT" ARE FOR IDENTIFICATION PURPOSES ONLY AND ANY SUCH REFERENCE SHALL NOT BE CONSTRUED IN ANY MANNER TO REQUIRE U.S. BANK NATIONAL ASSOCIATION TO INQUIRE INTO ITS TERMS AND CONDITIONS. U.S. BANK NATIONAL ASSOCIATION HAS NO OBLIGATION OR RIGHT TO INQUIRE INTO THE CORRECTNESS OF ANY HEREIN DESCRIBED STATEMENT.

THIS ORIGINAL STANDBY LETTER OF CREDIT MUST BE SUBMITTED TO US TOGETHER WITH ANY DRAWINGS HEREUNDER FOR OUR ENDORSEMENT OF ANY PAYMENTS EFFECTED BY US AND/OR FOR CANCELLATION.

ALL DRAFTS MUST BE MARKED "DRAWN UNDER U.S. BANK NATIONAL ASSOCIATION, MILWAUKEE, WISCONSIN STANDBY LETTER OF CREDIT NUMBER SLCWMIL04339."

NEGOTIATION IS RESTRICTED TO U.S. BANK NATIONAL ASSOCIATION COUNTERS AT 777 EAST WISCONSIN AVENUE, MILWAUKEE, WISCONSIN 53202, ATTN: GLOBAL DOCUMENTARY SERVICES, MK-WI-J6NI.

IF YOU RETURN THIS ORIGINAL LETTER OF CREDIT AND AMENDMENT(S) PRIOR TO THE THEN CURRENT EXPIRATION DATE WITH YOUR INTENT TO TERMINATE SAME, IT MUST BE ACCOMPANIED BY YOUR ORIGINALLY SIGNED LETTER, ADDRESSED AND SENT DIRECTLY TO US AT THE ADDRESS STATED ABOVE, INDICATING YOU NO LONGER REQUIRE THIS LETTER OF CREDIT AND RELEASE US OF OUR OBLIGATION THEREUNDER.

YOURS VERY TRULY,  
U.S. BANK NATIONAL ASSOCIATION

A handwritten signature in cursive script, reading "Graham A. Bales". The signature is written in dark ink and is positioned above a horizontal line.

AUTHORIZED SIGNATURE

EXHIBIT "A"

REDUCTION CERTIFICATE

IRREVOCABLE STANDBY LETTER OF CREDIT  
NUMBER SLCWMIL04339

TO: U.S. BANK NATIONAL ASSOCIATION  
777 EAST WISCONSIN AVENUE, MK-WI-J6NI  
MILWAUKEE, WI 53202  
ATTN: INTERNATIONAL DEPARTMENT

RE: IRREVOCABLE STANDBY LETTER OF CREDIT  
NUMBER SLCWMIL04339

THE UNDERSIGNED, AN AUTHORIZED REPRESENTATIVE OF CITY OF PEWAUKEE, HEREBY  
AUTHORIZES A REDUCTION OF THE AVAILABLE BALANCE OF LETTER OF CREDIT NO.  
SLCWMIL04339, ISSUED IN OUR FAVOR.

COPY

AUTHORIZATION FOR REDUCTION AS FOLLOWS:

CURRENT BALANCE OF  
LETTER OF CREDIT

\$ \_\_\_\_\_

AMOUNT OF  
REDUCTION

\$ \_\_\_\_\_

NEW BALANCE OF  
LETTER OF CREDIT

\$ \_\_\_\_\_

CITY OF PEWAUKEE

BY: \_\_\_\_\_  
(SIGNATURE)

\_\_\_\_\_  
(TITLE)

\_\_\_\_\_  
(DATE)



**CITY OF PEWAUKEE    WAUKESHA COUNTY    WISCONSIN**

**DEVELOPMENT AGREEMENT FOR  
NONMETALLIC MINERAL EXTRACTION  
PAYNE AND DOLAN, INC.**

**THIS AGREEMENT** made this 2nd day of December, 2015, between PAYNE AND DOLAN, INC. hereinafter called "DEVELOPER", and the CITY OF PEWAUKEE in the County of Waukesha and the State of Wisconsin, hereinafter called the "CITY".

**WITNESSETH:**

**WHEREAS**, the DEVELOPER is the owner of approximately [42] acres of land in the CITY, said land being described on **EXHIBIT A** attached hereto and incorporated herein, hereinafter called "SUBJECT LANDS"; and

**WHEREAS**, the DEVELOPER applied for and obtained a Conditional Use Permit dated May 11, 2011 (a copy of which is attached hereto and incorporated herein by reference as **EXHIBIT B**) permitting DEVELOPER to conduct a nonmetallic mineral extraction operation on the SUBJECT LANDS, conditioned upon the following:

- a. Addressing all issues stated in the memorandum of the Director of Public Works dated April 12, 2011, and
- b. Preparation, submission and approval of a detailed drainage plan for the subject lands; and

**WHEREAS**, DEVELOPER is now prepared to fulfill the conditions of the Conditional Use Permit so as to receive final authorization to conduct a nonmetallic mineral extraction operation on the SUBJECT LANDS; and

**WHEREAS**, DEVELOPER has submitted the drainage plan which is currently under review by CITY staff: and

**WHEREAS**, THE DEVELOPER and CITY desire to enter into this agreement in order to ensure that the DEVELOPER will faithfully fulfill the conditions of the Conditional Use Permit and make and install all public improvements as set forth in the PLANS (as defined in Section 1A2) and

further that the DEVELOPER shall dedicate the public improvements to the CITY, provided that said public improvements are constructed to municipal specifications, all applicable government regulations, this agreement and as set forth in the PLANS and as reasonably required by the CITY Engineer, without cost to the CITY; and

**WHEREAS**, the DEVELOPER agrees to develop the improvements required by the Conditional Use Permit on the SUBJECT LANDS as herein described in accordance with this agreement, conditions approved by the CITY PLAN COMMISSION and Governing Body of the CITY of Pewaukee, conditions of all applicable governmental agencies, all CITY ordinances and all laws and regulations governing said development as set forth in the PLANS.

**NOW, THEREFORE**, in consideration of the mutual promises and covenants contained herein, the DEVELOPER does hereby agree to develop the improvements required by the Conditional Use Permit on the SUBJECT LANDS as follows and as otherwise regulated by CITY ordinances and all laws and regulations governing said development as set forth in the PLANS, the parties hereto agree as follows.

### **DEVELOPERS COVENANTS**

#### **SECTION 1. IMPROVEMENTS**

A. SURFACE AND STORM WATER DRAINAGE: The DEVELOPER hereby agrees that:

1. Prior to the start of construction of improvements, the DEVELOPER shall provide the CITY written certification from the DEVELOPER'S Engineer or Surveyor that all PLANS are in conformance with all applicable federal, state, county and CITY regulations, guidelines, specifications, laws and ordinances, written proof that the CITY Engineer and the County Department of Environmental Resources, Division of Land Conservation, have reviewed and approved said PLANS.

2. The DEVELOPER shall construct, install, furnish and provide adequate facilities for surface and storm water drainage throughout the development with adequate capacity to transmit the anticipated flow from the development and adjacent property in accordance with all plans and specifications, and all applicable federal, state, county and CITY regulations,



guidelines, specifications, laws and ordinances, and as reviewed and approved by the CITY Engineer and as attached hereto and marked **EXHIBIT C**, including where necessary as determined by the CITY Engineer, curb, gutter, storm sewers, catch basins and infiltration/retention/detention basins, along with related grading, erosion and silt control (collectively, the "PLANS").

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

4. The Governing Body of the CITY of Pewaukee will not accept the surface and storm water drainage system until the entire system is installed and landscaped in accordance with the PLANS.

5. The DEVELOPER shall clean all storm sewers, if any, prior to issuance of building or occupancy permits and acceptance of improvements by the Governing Body of the CITY of Pewaukee.

6. Prior to acceptance of dedication of the public facilities, the CITY retains the right to require DEVELOPER to install additional surface and storm water drainage measures if it is reasonably determined by the CITY Engineer that the original surface and storm water drainage plan as designed and/or constructed does not provide reasonable storm water drainage within the development and surrounding area.

7. It will furnish "as built" plans of the entire drainage system, pursuant to specifications approved by the CITY Engineer prior to the issuance of building or occupancy permits, if required by the CITY Engineer.

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

1. Prior to commencing site grading for the surface and storm water drainage facilities, the DEVELOPER shall provide to the CITY written certification from the DEVELOPER'S Engineer or Surveyor that the PLANS, once implemented, shall meet all applicable federal, state, county and local regulations, guidelines, specifications, laws and ordinances, including proof of notification of land disturbances to the State of Wisconsin

Department of Natural Resources, and written proof that the CITY Engineer, and the Army Corps of Engineers, if applicable, have approved said PLANS.

2. The DEVELOPER shall cause all grading, excavation, open cuts, side slopes and other land surface disturbances to be so seeded and mulched, sodded or otherwise protected that erosion, siltation, sedimentation and washing are prevented in accordance with the PLANS reviewed and approved by the CITY Engineer, and the Army Corps of Engineers, if applicable. Said PLANS are attached hereto and marked **EXHIBIT C**.

## **SECTION II. FINAL ACCEPTANCE:**

Throughout this agreement, various stages of the development will require approval by the CITY. It is understood that building or occupancy permits may be issued by the CITY prior to the time of Final Acceptance of all of the improvements in the development. The one-year correction period provided for in this agreement shall not commence to run until Final Acceptance of the Governing Body of the CITY of Pewaukee of all improvements is granted. The issuance of building permits and approval of various items of development shall not commence the one-year correction period.

## **SECTION III. DEDICATION OF IMPROVEMENTS:**

Subject to all of the other provisions of the agreement, the DEVELOPER shall, without charge to the CITY, upon completion of the above described improvements, unconditionally give, grant, convey and fully dedicate the public improvements which are storm sewer and all concrete and asphalt paving associated with the storm sewer system to the CITY, its successors and assigns, forever, free and clear of all encumbrances whatsoever, together with and including, without limitation because of enumeration, any and all land, buildings, structures, mains, conduits, pipes, lines, plant machinery, equipment, appurtenances and hereditaments which may in any way be a part of or pertain to such improvements and together with any and all necessary easements for access thereto. After such dedication, the CITY shall have the right to connect or integrate other improvements as the CITY decides, with no payment or award to, or consent required of, the DEVELOPER. Dedication shall not constitute acceptance of any improvement by the Governing Body of the CITY of Pewaukee. All improvements will be accepted by the Governing Body of the CITY of Pewaukee by separate resolution at such time as improvements are in



acceptable form and according to the PLANS and at times as required by this agreement. Said resolution shall be recorded, if needed, with the Waukesha County Register of Deeds. DEVELOPER will furnish proof to the CITY, prior to the dedication required, that the public land and improvements proposed for dedication are free of all liens, claims and encumbrances, including mortgages.

#### **SECTION IV. ACCEPTANCE OF WORK AND DEDICATION:**

When the DEVELOPER shall have completed the improvements herein required and shall have dedicated the same to the CITY as set forth herein, the same shall be accepted by the Governing Body of the CITY of Pewaukee if said improvements have been completed as required by this agreement and as required by all federal, state, county or CITY regulations, specifications, laws and ordinances and as reasonably approved by the CITY Engineer.

DEVELOPER shall also be responsible for maintenance of all storm sewers, storm water facilities, ditches, grading, landscaping and other facilities until accepted by the Governing Body of the CITY of Pewaukee.

#### **SECTION V. APPROVAL BY CITY NOT TO BE DEEMED A WAIVER:**

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

#### **SECTION VI. GUARANTEE OF IMPROVEMENTS:**

A. Guarantee. The DEVELOPER shall guarantee after Final Acceptance, the public improvements and all other improvements described in Section I hereof, against defects due to faulty materials or workmanship, provided that such defects appear within a period of one year from the date of Final Acceptance. The DEVELOPER shall pay for any damages to CITY property and/or improvements located within the SUBJECT LANDS resulting from such faulty materials or workmanship. This guarantee shall not be a bar to any action the CITY might have for negligent workmanship

or materials during the guarantee period. Wisconsin law on negligence shall govern such situations. If the DEVELOPER fails to pay for any damages or defects to CITY property and/or improvements, and the CITY is required to draw against the cash or letter of credit on file with the CITY, the DEVELOPER is required to replenish said monies up to the aggregate amount of One Hundred and Twenty Percent (120%) of the total cost of all improvements.

B. Obligation to Repair. The DEVELOPER shall make or cause to be made, at its own expense, any and all repairs which may become necessary under and by virtue of the DEVELOPER'S guarantee and shall leave the improvements in good and sound condition, satisfactory to the Governing Body of the CITY of Pewaukee at the expiration of the guarantee period.

C. Notice of Repair. If during said guarantee period, the improvements shall in the reasonable opinion of the CITY Staff, require any repair or replacement which, in their judgment, is necessitated by reason of settlement of foundation, structure of backfill, or other defective materials or workmanship, the DEVELOPER shall, upon notification by the CITY of the necessity for such repair or replacement, make such repair or replacement, at its own cost and expense. Should the DEVELOPER fail to make such repair or replacement within the time specified by the CITY in the aforementioned notification, after the notice has been sent as provided herein, the Governing Body of the CITY may cause such work to be done, but has no obligation to do so, either by contract or otherwise, the Governing Body of the CITY of Pewaukee may draw upon such guarantee security to pay any costs or expenses incurred by the Governing Body of the CITY of Pewaukee in repairing or replacing any portion of the improvements covered by this guarantee. If the costs incurred by the CITY of Pewaukee exceed the amount of the guarantee security, the DEVELOPER shall immediately pay any excess cost or expense incurred in the correction process.

D. Maintenance Prior to Acceptance.

1. All improvements shall be maintained by the DEVELOPER so they conform to the PLANS at the time of their Final Acceptance by the Governing Body of the CITY of Pewaukee. In cases where emergency maintenance is required, the CITY of Pewaukee retains the right to complete the required emergency maintenance in a timely fashion and bill the DEVELOPER for all such associated costs. Said bill shall be paid



immediately by the DEVELOPER. The DEVELOPER'S obligation to maintain all improvements shall expire at the expiration of the guarantee period.

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

## **SECTION VII. FINANCIAL GUARANTEE:**

Prior to the execution of this agreement by the Governing Body of the CITY of Pewaukee, the DEVELOPER shall file with the CITY cash or a letter of credit setting forth terms and conditions in a form approved by the CITY Attorney in the amount set forth below as 1) a guarantee that the DEVELOPER will perform all terms of this agreement and 2) to fulfill the conditions of the Conditional Use Permit. The cash deposit or a letter of credit related to the public improvements shall be in the sum of Two Million Six Hundred Seventy Nine Thousand Two Hundred Fifty (\$2,679,250) Dollars. In addition, prior to commencing any blasting operations, the DEVELOPER shall provide a surety bond from an institution acceptable to the CITY in a form acceptable to the CITY Attorney in the sum of Three Million (\$3,000,000) Dollars to protect the City utilities from damages that may occur from the blasting operations. The surety bond shall be maintained in favor of the CITY so long as there are any nonmetallic mineral extraction operations conducted on the SUBJECT LANDS. In the event:

- A. The DEVELOPER is in default of any aspect of this agreement, or
- B. The DEVELOPER does not complete the installation of the improvements within one (1) year from the signing of this agreement unless

otherwise extended by this agreement or by action of the Governing Body of the CITY of Pewaukee, or

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

D. The DEVELOPER fails to maintain the cash deposit or letter of credit and the surety bond, the DEVELOPER shall be deemed in violation of this agreement and the Governing Body of the CITY of Pewaukee shall have the authority to draw upon the letter of credit or the surety bond. Notwithstanding the foregoing if at any time the required Financial Guarantees are not in place the City may proceed to seek termination of the Conditional Use Permit pursuant to the provisions of §17.0505 of the City Zoning Code.

The amount of cash or letter of credit may be reduced by resolution of the Governing Body of the CITY of Pewaukee as the improvements are completed by the DEVELOPER, provided that the remaining cash or letter of credit is sufficient to secure completion of the remaining improvements.

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

## **SECTION VIII. MISCELLANEOUS REQUIREMENTS:**

The DEVELOPER shall:

A. EASEMENTS: Provide any easements on SUBJECT LANDS deemed necessary by the CITY Engineer before CITY acceptance of the public improvements.

B. MANNER OF PERFORMANCE: Cause all construction called for by this agreement to be carried out and performed in a good and workmanlike manner.



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

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

#### **SECTION IX. PAYMENT OF COSTS, INSPECTION & ADMINISTRATIVE FEES:**

The DEVELOPER shall pay and reimburse the CITY promptly upon billing for all direct fees, expenses, costs and disbursements which shall be incurred by the CITY in connection with or relative to the construction, installation, dedication and acceptance of the improvements covered by this agreement, including without limitation by reason of enumeration, design, engineering, review, supervision, inspection and legal, administrative and fiscal work.

Any such charge not paid by DEVELOPER within thirty (30) days of being invoiced may be charged against the financial guarantee held by the CITY pursuant to this agreement, or assessed against the SUBJECT LANDS as a special charge pursuant to Section 66.0627, Wisconsin Statutes.

#### **SECTION X. GENERAL INDEMNITY:**

In addition to, and not to the exclusion or prejudice of, any provisions of this agreement or documents incorporated herein by reference, the DEVELOPER shall indemnify and save harmless and agrees to accept

tender of defense and to defend and pay any and all legal, accounting, consulting, engineering and other expenses relating to the defense of any claim asserted or imposed upon the CITY, its officers, agents, employees and independent contractors but only to the extent arising from a breach of this agreement by DEVELOPER. The DEVELOPER shall also name as additional insured's on its general liability insurance the CITY, its officers, agents, employees and any independent contractors hired by the CITY to perform services as to this subdivision and give the CITY evidence of the same upon request by the CITY.

#### **SECTION XI. INSURANCE:**

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

#### **SECTION XII. EXCULPATION OF CITY CORPORATE AUTHORITIES:**

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

#### **SECTION XIII. GENERAL CONDITIONS AND REGULATIONS:**

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

#### **SECTION XIV. ZONING:**

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



**SECTION XV. COMPLIANCE WITH CODES AND STATUTES:**

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

**SECTION XVI. AGREEMENT FOR BENEFIT OF PURCHASERS:  
NOT APPLICABLE**

**SECTION XVII. ASSIGNMENT:**

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

**SECTION XVIII. PARTIES BOUND:**

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

**SECTION XIX. HEIRS AND ASSIGNS:**

This agreement is binding upon the DEVELOPER, owners, their heirs, their successors and assigns and any and all future owners of the subject lands.

**SECTION XX. AMENDMENTS:**

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

**IN WITNESS WHEREOF**, the DEVELOPER and the CITY have caused this agreement to be signed by their appropriate officers and their corporate

seals to be hereunto affixed in three original counterparts the day and year first written above.

PAYNE AND DOLAN, INC.

(Developer))

By: \_\_\_\_\_

Mark E. Filmanowicz, President

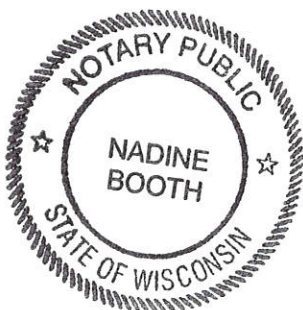
By: \_\_\_\_\_

Authorized Signatory

STATE OF WISCONSIN     )  
  ) ss.  
COUNTY OF WAUKESHA    )

Personally came before me this 30th day of October, 2015,  
the above named Mark E. Filmanowicz, President,  
Authorized Signatories of PAYNE AND DOLAN, INC., to me  
known to be the persons who executed the foregoing instrument and  
acknowledged the same.

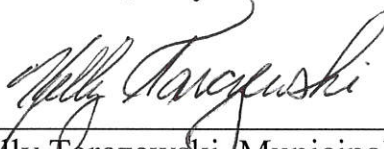
Nadine Booth  
NOTARY PUBLIC, STATE OF WI  
My commission expires: 1/31/16



CITY OF PEWAUKEE  
WAUKESHA COUNTY, WISCONSIN



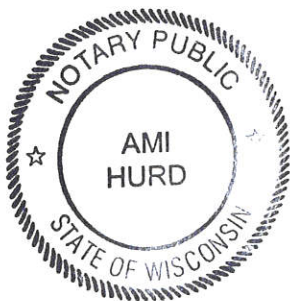
Scott Klein, Mayor



Kelly Tarczewski, Municipal Clerk

STATE OF WISCONSIN     )  
  ) ss.  
COUNTY OF WAUKESHA    )

Personally came before me this 2nd day of December, 2015,  
the above named Scott Klein, Mayor, and Kelly Tarczewski, Municipal  
Clerk, of the above-named municipal corporation, to me known to be the  
persons who executed the foregoing instrument and to me know to be such  
individual and Municipal Clerk of said municipal corporation and  
acknowledged that they executed the foregoing instrument as such officers  
as the deed of said municipal corporation by its authority and pursuant to the  
authorization by the Governing Body of the CITY of Pewaukee from their  
meeting       on       the       \_\_\_\_\_ day       of       \_\_\_\_\_,  
\_\_\_\_\_.



NOTARY PUBLIC, STATE OF WI

My commission expires: 1/18/19

APPROVED AS TO FORM:



---

CITY ATTORNEY



**R.A. Smith National**  
*Beyond Surveying  
and Engineering*

16745 W. Bluemound Road, Brookfield, WI 53005-5938  
262-781-1000 Fax 262-781-9406, [www.ra-smithnational.com](http://www.ra-smithnational.com)

WAUKESHA LIME AND STONE  
CITY OF PEWAUKEE, WISCONSIN

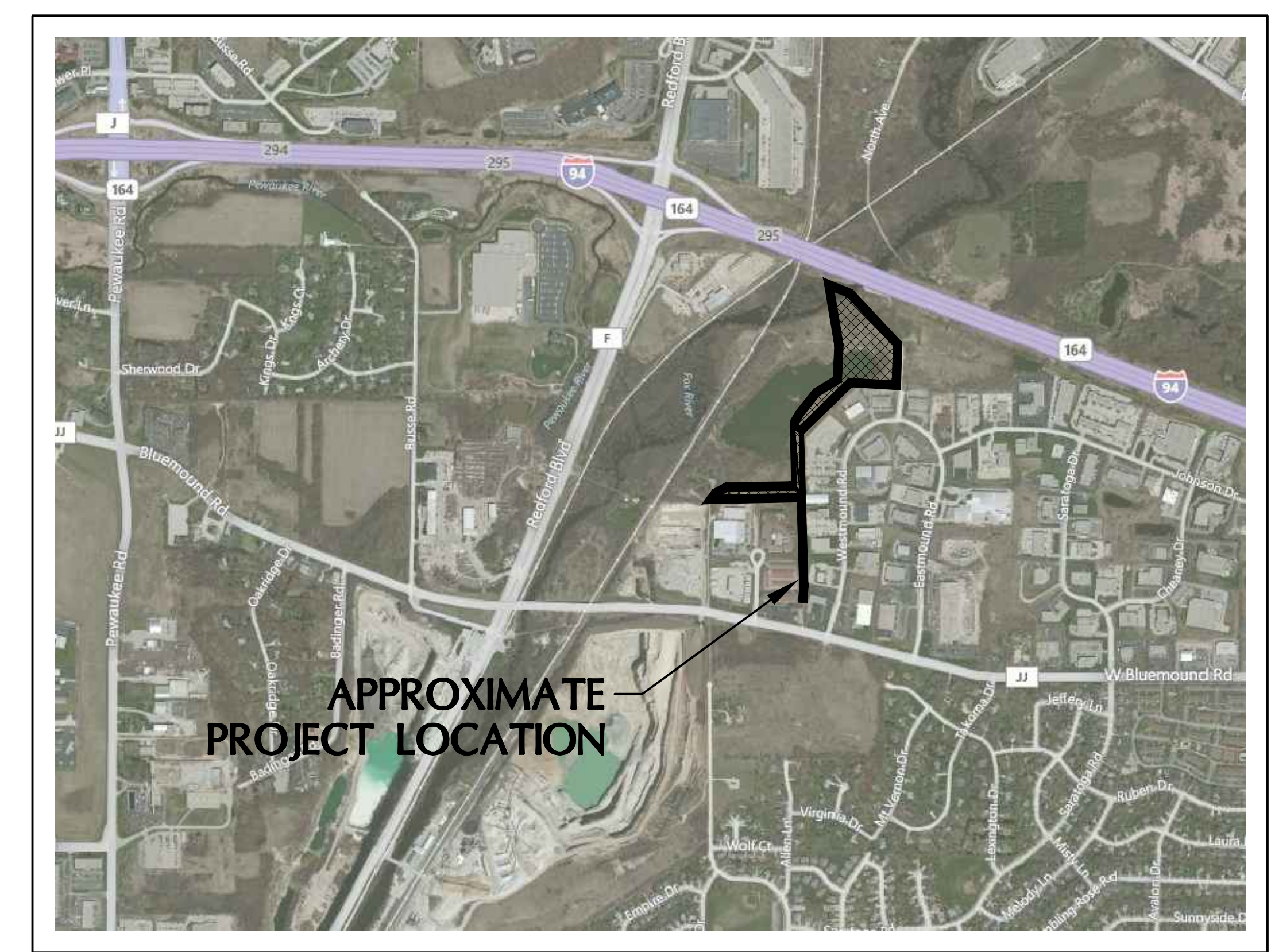
CONSTRUCTION PLANS

DATE: 12-10-12	
PROJ. NO: 3100293	
C-1.0	

PLAN	INDEX
<u>SHEET NO.</u>	<u>DESCRIPTION</u>
C-1.0	TITLE SHEET
C-2.0	EXISTING TOPO OVERALL SITE PLAN
C-2.1	OVERALL SITE PLAN
C-3.0	GRADING AND EROSION CONTROL PLAN
C-3.1	GRADING AND EROSION CONTROL PLAN
C-3.2	GRADING AND EROSION CONTROL PLAN
C-3.3	GRADING AND EROSION CONTROL PLAN
C-3.4	DEWATERING POND CROSS-SECTION
<del>C-4.0</del>	<del>STORM SEWER PLAN AND PROFILE</del>
C-4.1	STORM SEWER PLAN AND PROFILE
C-4.2	STORM SEWER PLAN AND PROFILE
C-4.3	STORM SEWER PLAN AND PROFILE
<del>C-4.4</del>	<del>STORM SEWER PLAN AND PROFILE</del>
C-5.0	SPECIFICATIONS & CONSTRUCTION NOTES
C-5.1	DETAILS
C-5.2	DETAILS
C-5.3	DETAILS

[illegible]

PROPOSED	EXISTING	
	( )	INDICATES RECORDED DIMENSION WHERE DIFFERENT FROM ACTUAL MEASUREMENT
	OR	SECTION OR 1/4 SECTION CORNER AS DESCRIBED
	○	1" DIA. IRON PIPE FOUND (UNLESS OTHERWISE NOTED)
	○	1" DIA. IRON PIPE, 18" LONG-SET (UNLESS OTHERWISE NOTED)
	+	BOLLARD
	+	SOIL BORING/MONITORING WELL
	+	MAILBOX
	+	SIGN
	+	BILLBOARD
	+	CONTROL BOX
	+	TRAFFIC SIGNAL
	+	RAILROAD CROSSING SIGNAL
	+	CABLE PEDESTAL
	+	POWER POLE
	+	GUY POLE
	+	GUY WIRE
	+	LIGHT POLE
	+	SPOT/YARD/PEDESTAL LIGHT
	+	HANDICAPPED PARKING
	+	ELECTRIC MANHOLE
	+	ELECTRIC PEDESTAL
	+	ELECTRIC METER
	+	TELEPHONE MANHOLE
	+	TELEPHONE PEDESTAL
	+	MARKED FIBER OPTIC
	+	GAS VALVE
	+	GAS METER
	+	GAS WARNING SIGN
	+	STORM MANHOLE
	+	ROUND INLET
	+	SQUARE INLET
	+	STORM SEWER END SECTION
	+	SANITARY MANHOLE
	+	SANITARY CLEANOUT OR SEPTIC VENT
	+	SANITARY INTERCEPTOR MANHOLE
	+	MISCELLANEOUS MANHOLE
	+	WATER VALVE
	+	HYDRANT
	+	WATER SERVICE CURB STOP
	+	WATER MANHOLE
	+	WELL
	+	WATER SURFACE
	+	WETLANDS FLAG
	+	MARSH
	+	CONIFEROUS TREE
	+	DECIDUOUS TREE
	+	SHRUB
	+	—EDGE OF TREES
	+	—SANITARY SEWER
	+	—STORM SEWER
	+	—WATERMAIN
	+	—MARKED GAS MAIN
	+	—MARKED ELECTRIC
	+	—OVERHEAD WIRES
	+	—BUREAU ELEC. SERV.
	+	—MARKED TELEPHONE
	+	—MARKED CABLE TV LINE
	+	—MARKED FIBER OPTIC
	—780—	INDICATES CONTOUR ELEVATION
	—780.55	INDICATES SPOT ELEVATION
		EXISTING CONCRETE PAVEMENT REMOVAL AND PROPOSED CONCRETE PAVEMENT
		EXISTING ASPHALT PAVEMENT REMOVAL AND PROPOSED ASPHALT PAVEMENT
		PROPOSED PAVEMENT/CURB SAWCUT
		PROPOSED TREE REMOVAL
		PROPOSED CONCRETE CURB AND GUTTER
		PROPOSED STONE TRACKING MAT
		TEMPORARY INLET PROTECTION
		PROPOSED SILT FENCING



**ENGINEER:**  
**R.A. SMITH NATIONAL**  
**CONTACT: DAN MEIER, P.E.**  
 16745 W. BLUEMOUND ROAD, SUITE 200  
 BROOKFIELD, WI 53005-5938  
 PH.: 262/781-1000  
 FAX: 262/781-8466

**OWNER:**  
**PAYNE AND DOLAN, INC.**  
**CONTACT: BRIAN ENDRES, P.E.**  
**N3 W23650 BADINGER ROAD**  
**WAUKESHA, WI 53187**  
**PH.: 262/524-1700**  
**FAX: 262/524-1845**

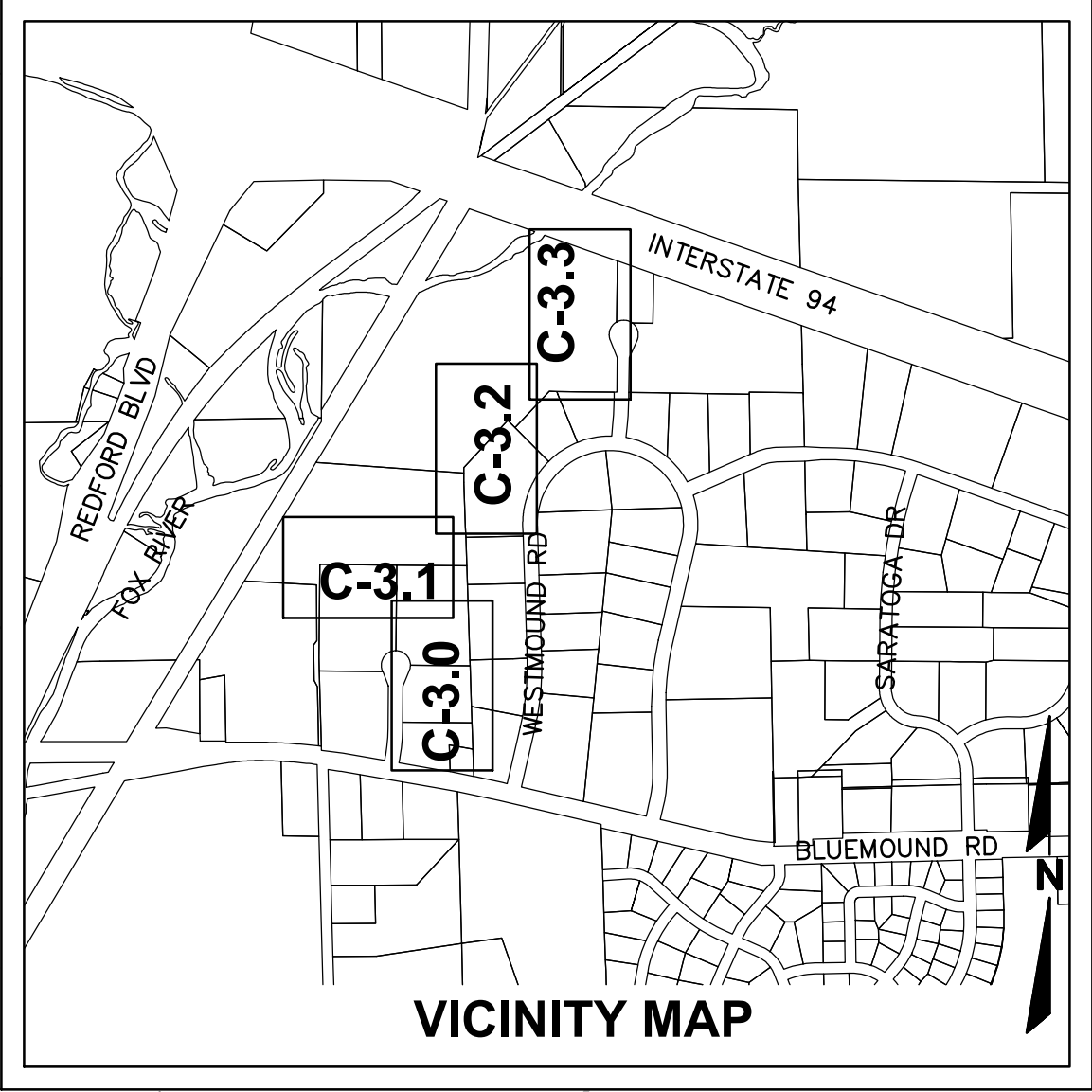
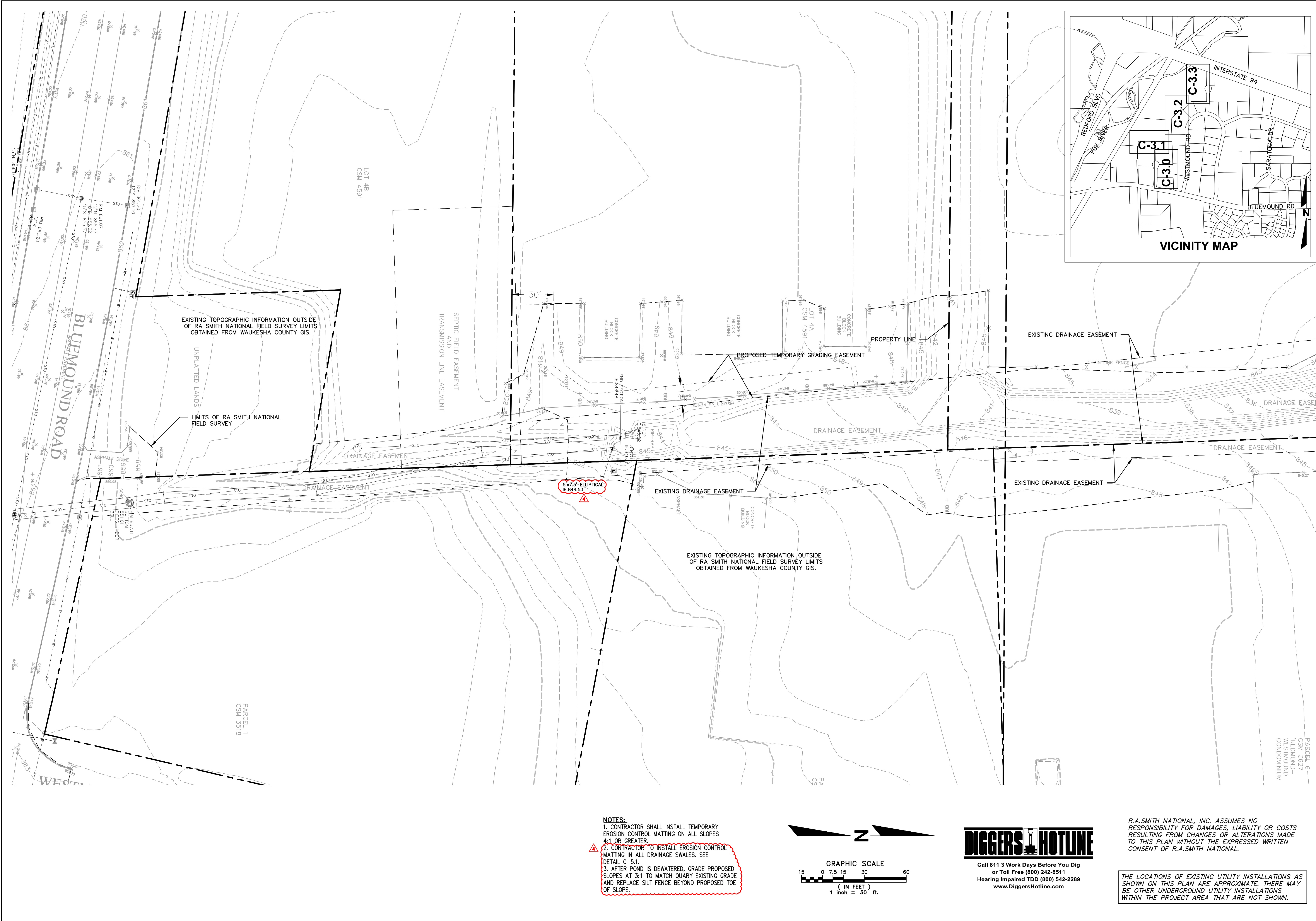




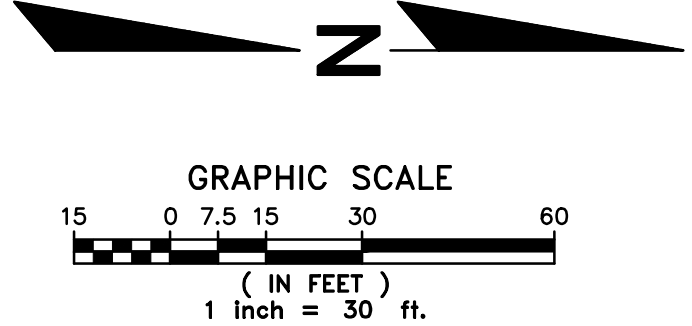








- NOTES:**
- 1. CONTRACTOR SHALL INSTALL TEMPORARY EROSION CONTROL MATTING ON ALL SLOPES 4:1 OR GREATER.
  - 2. CONTRACTOR TO INSTALL EROSION CONTROL MATTING IN ALL DRAINAGE SWALES. SEE DETAIL C-51.
  - 3. AFTER POND IS DEWATERED, GRADE PROPOSED SLOPES AT 3:1 TO MATCH QUARY EXISTING GRADE AND REPLACE SILT FENCE BEYOND PROPOSED TOE OF SLOPE.



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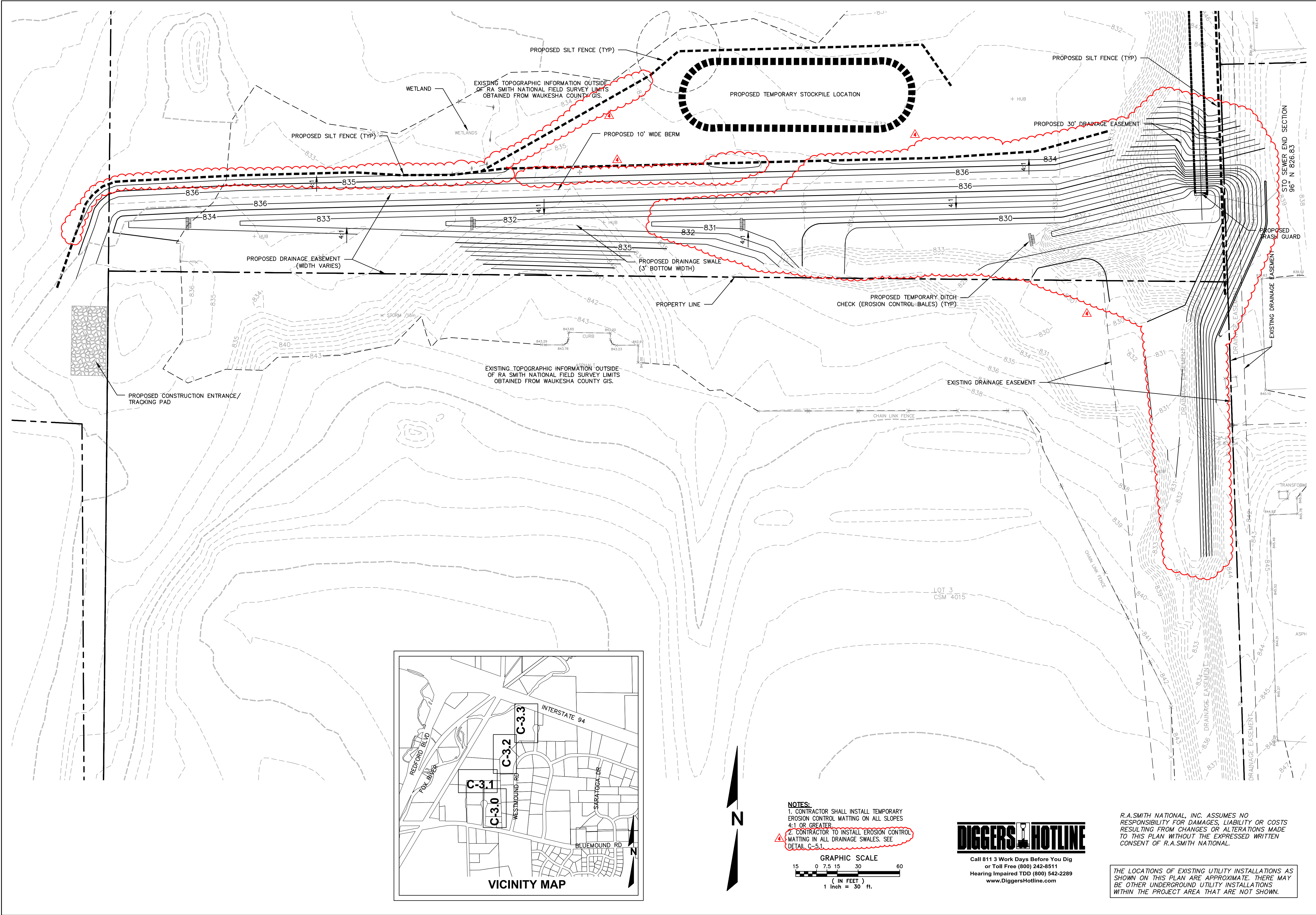
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THE LOCATIONS OF EXISTING UTILITY INSTALLATIONS AS SHOWN ON THIS PLAN ARE APPROXIMATE. THERE MAY BE OTHER UNDERGROUND UTILITY INSTALLATIONS WITHIN THE PROJECT AREA THAT ARE NOT SHOWN.

WAUKESHA LIME AND STONE CITY OF PEWAUKEE	GRADING AND EROSION CONTROL PLAN	DATE	11/14/14	DESCRIPTION
		REVISIONS PER CITY COMMENTS		
		<b>R.A. Smith National</b> <i>Beyond Surveying and Engineering</i>		
		16745 W. Bluemound Road, Brookfield, WI 53005-5938 262-761-1000 Fax 262-761-1666, www.rasmithnational.com Appleton, WI Orange County, PA		
		© COPYRIGHT 2011 R.A. Smith National, Inc.		
		DATE: 04/11/13		
		SCALE: 1" = 30'		
		JOB NO. 3100293		
		PROJECT MANAGER: DAN MEIER, P.E.		
		DESIGNED BY: RTP		
		CHECKED BY: ---		
		SHEET NUMBER		
		C-3.0		

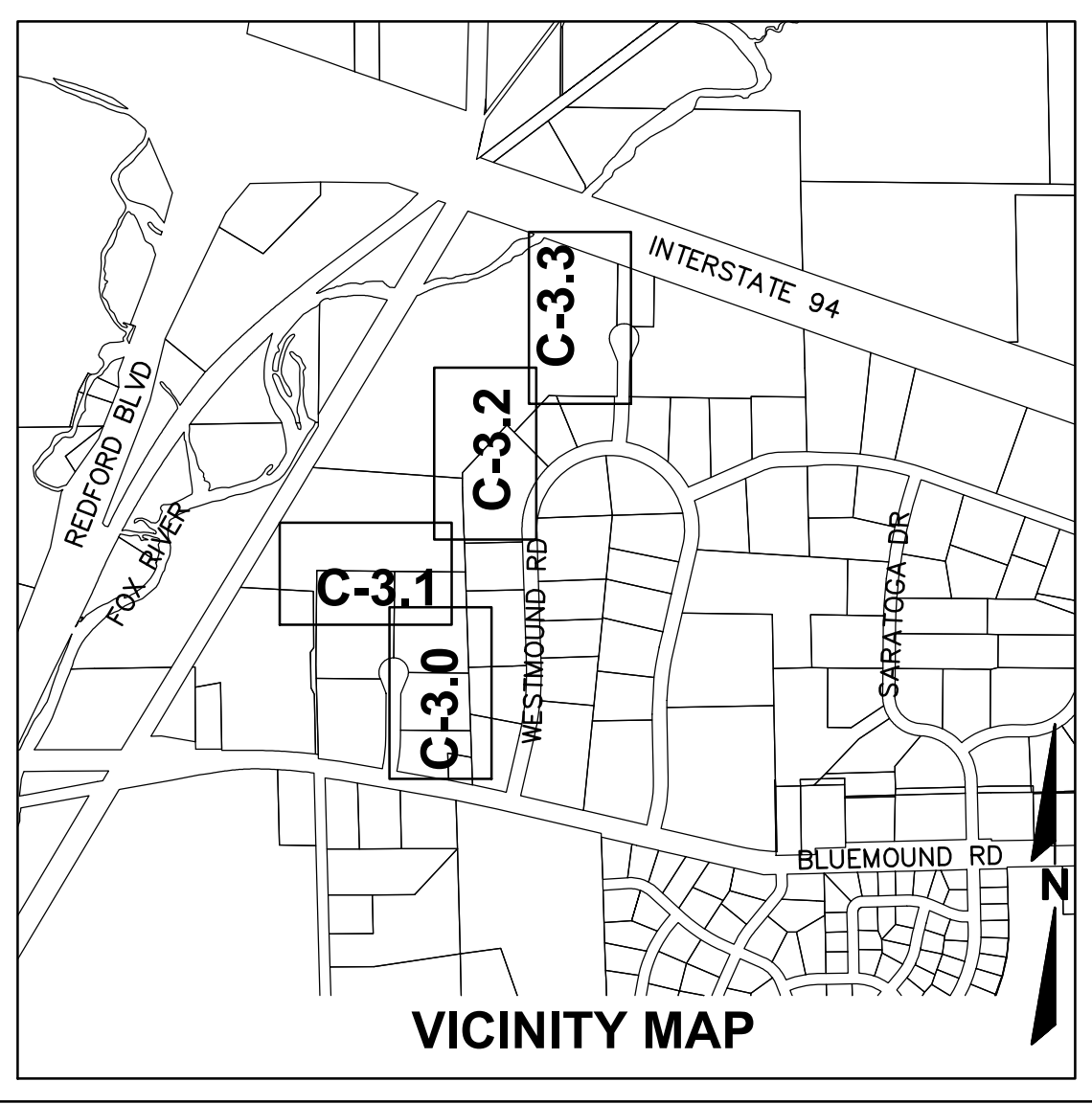


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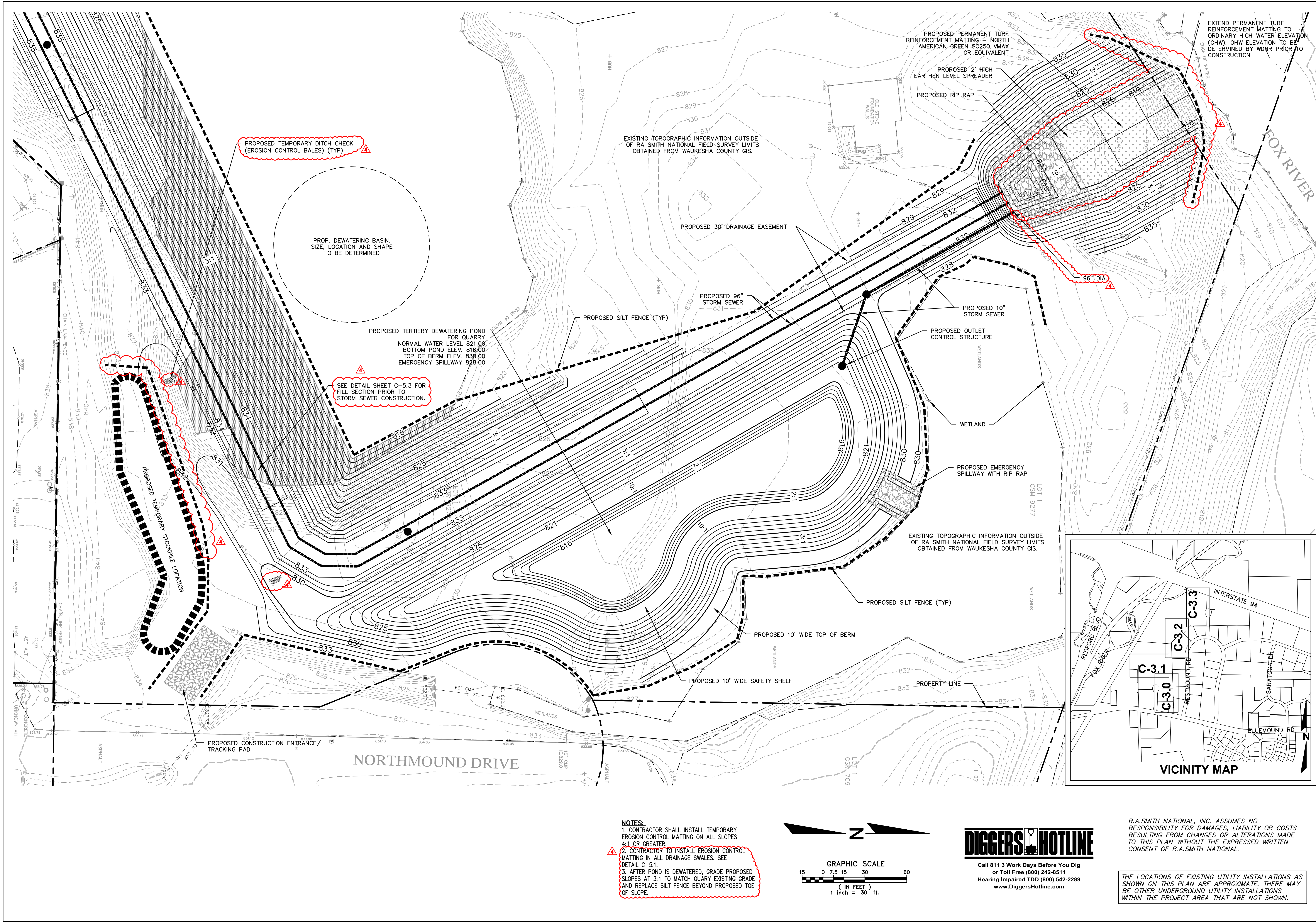
WAUKESHA LIME AND STONE CITY OF PEWAUKEE		R.A. Smith National Beyond Surveying and Engineering 16745 W. Bluemound Road, Brookfield, WI 53005-5938 262-761-1000 Fax 262-761-8486, www.rasmithnational.com Appleton, WI Orange County, CA Pittsburgh, PA		<table><tr><th>DATE</th><th>DESCRIPTION</th></tr><tr><td>07/02/13</td><td>REVISED PER MONR COMMENTS</td></tr><tr><td>12/19/13</td><td>ISSUED FOR CONSTRUCTION</td></tr><tr><td>11/14/14</td><td>REVISIONS PER CITY REVIEW</td></tr><tr><td>---</td><td>---</td></tr><tr><td>---</td><td>---</td></tr><tr><td>---</td><td>---</td></tr><tr><td>---</td><td>---</td></tr></table>		DATE	DESCRIPTION	07/02/13	REVISED PER MONR COMMENTS	12/19/13	ISSUED FOR CONSTRUCTION	11/14/14	REVISIONS PER CITY REVIEW	---	---	---	---	---	---	---	---
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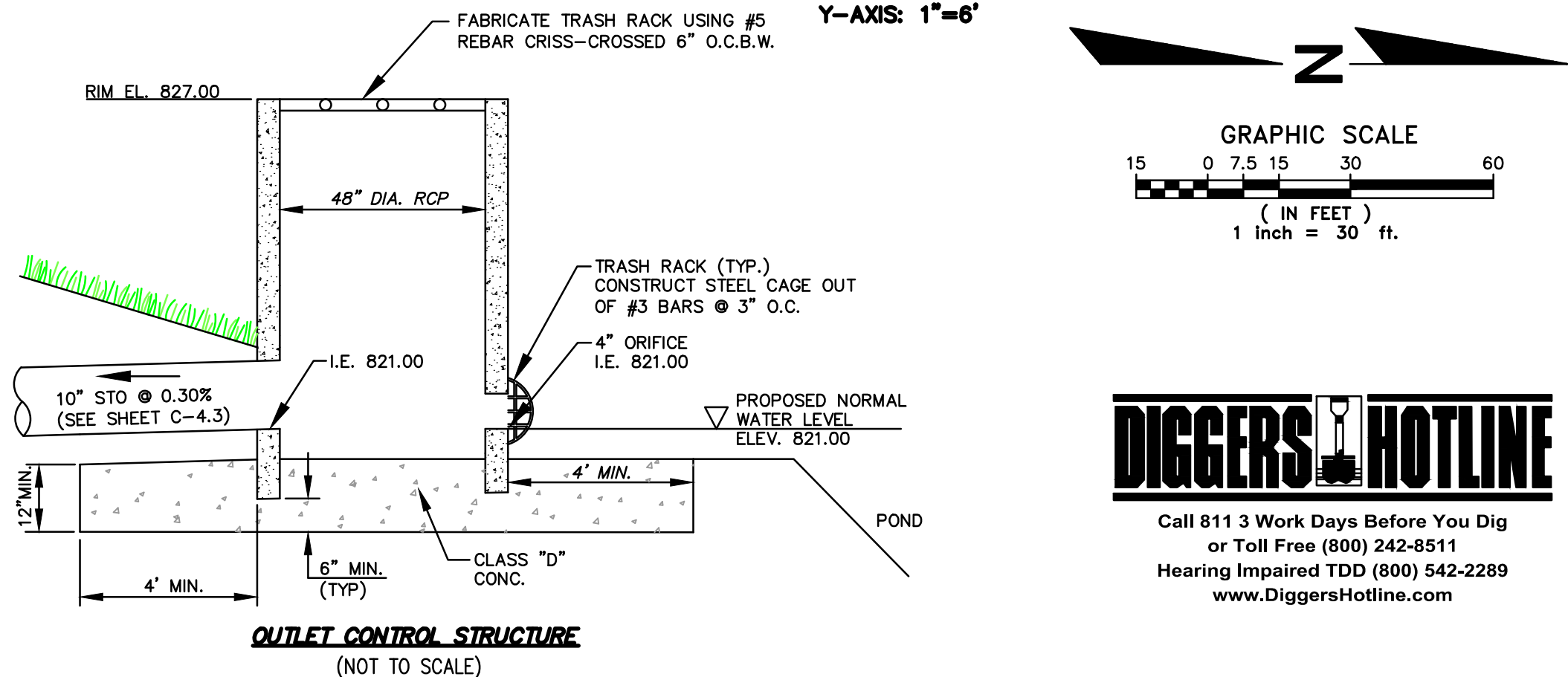
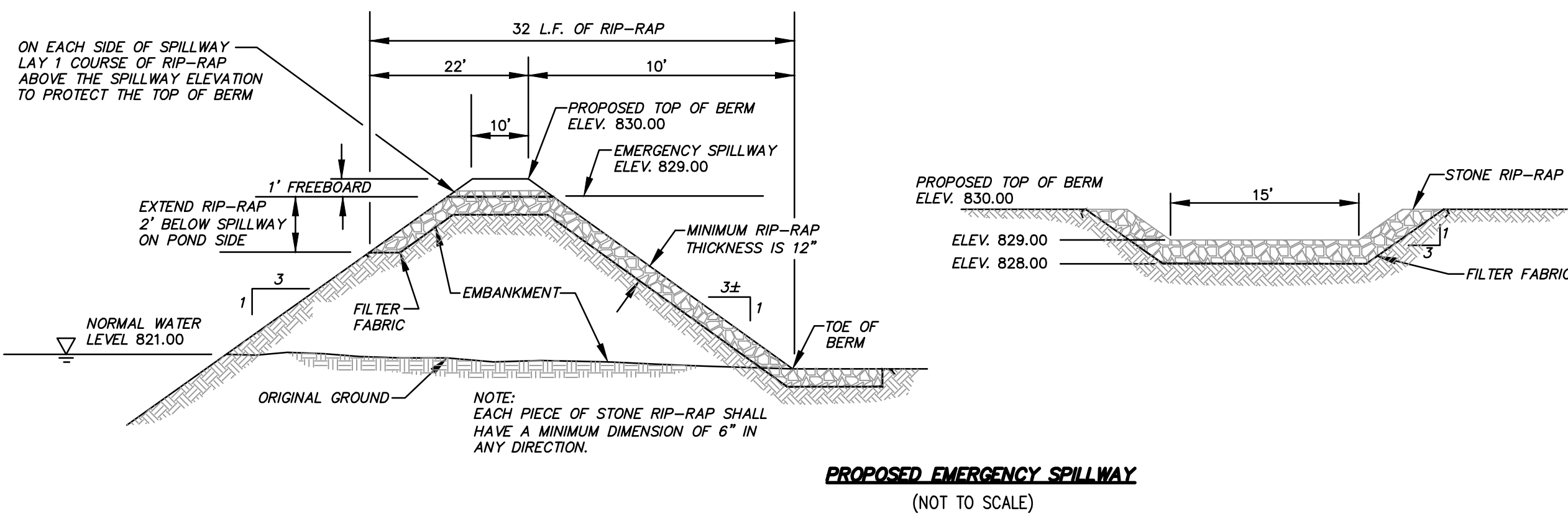
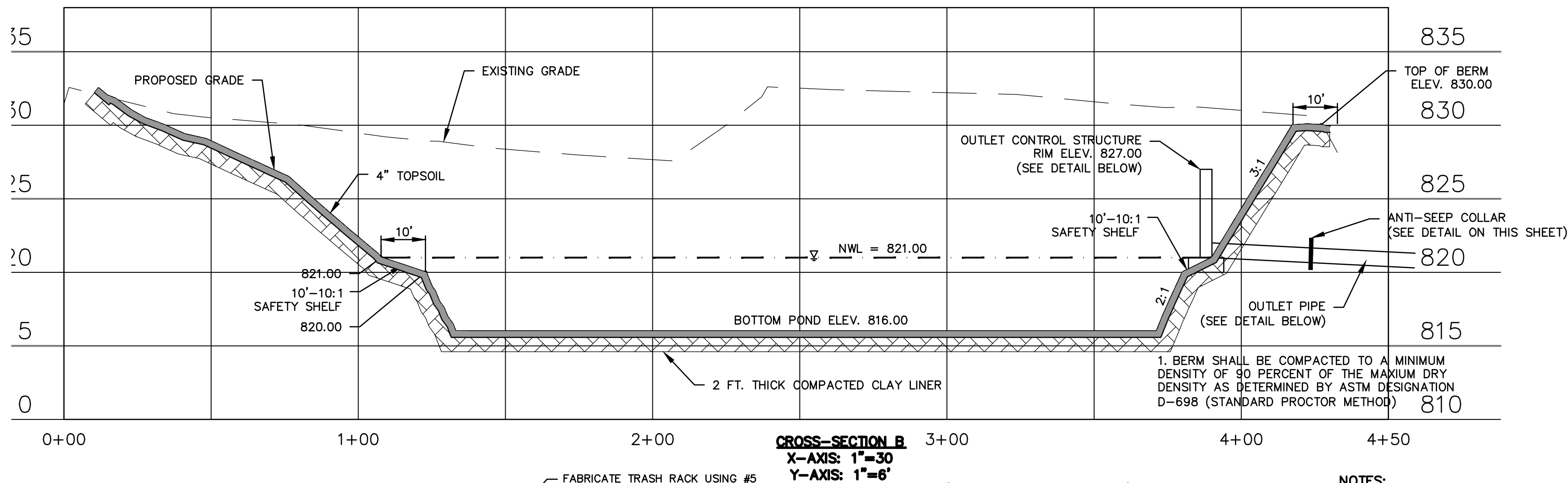
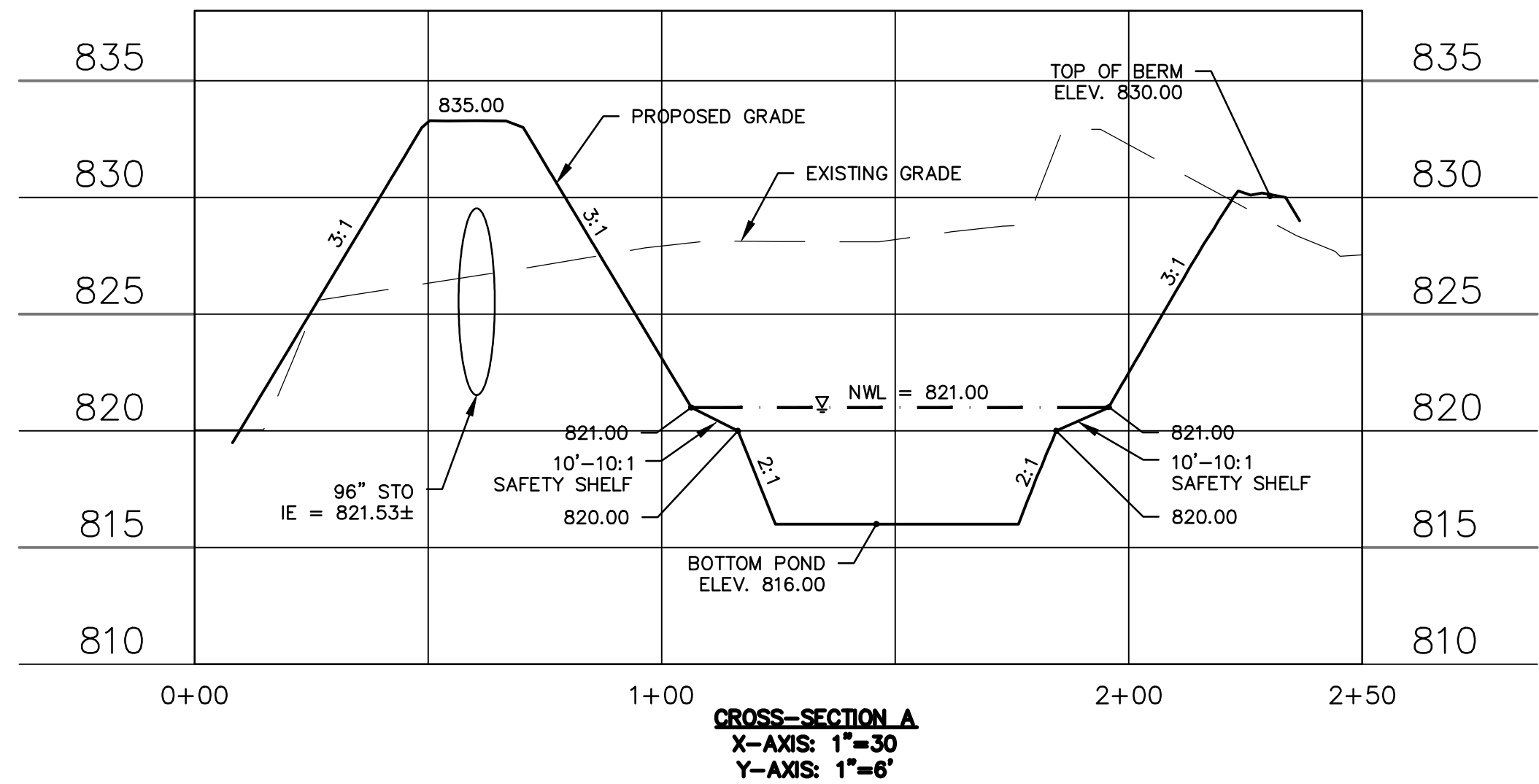
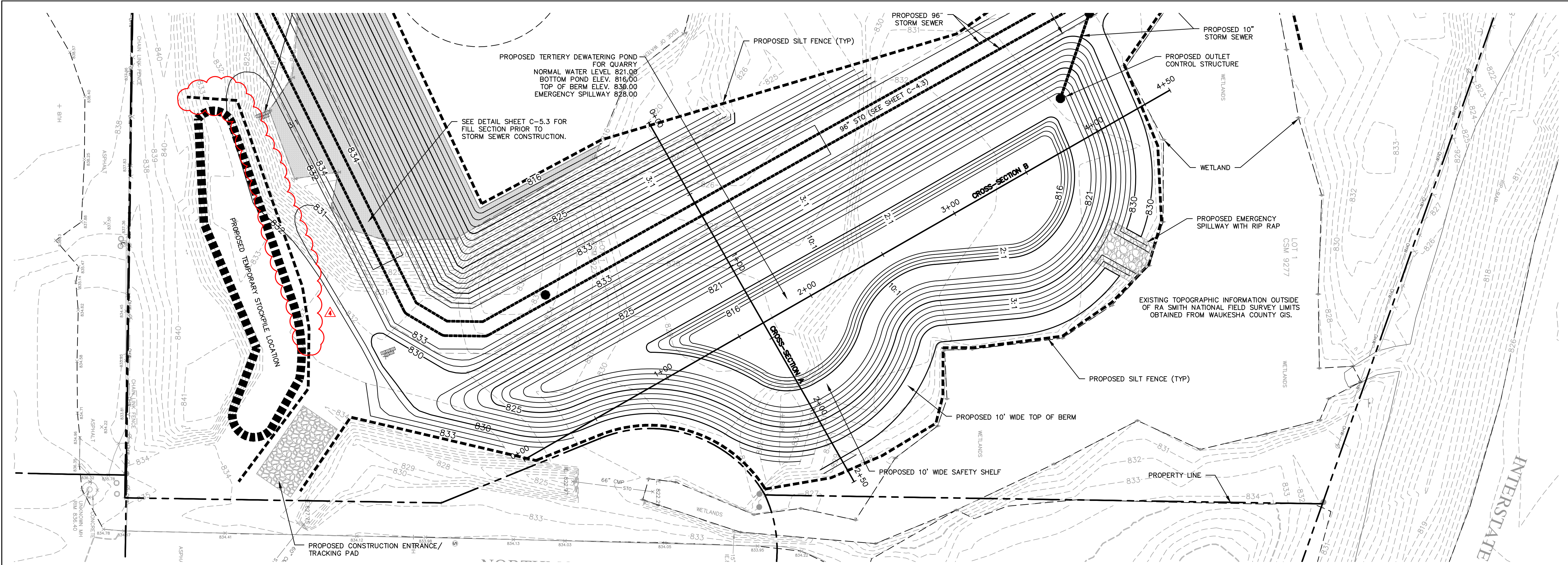
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<b>WAUKESHA LIME AND STONE CITY OF PEWAUKEE</b>	<b>GRADING AND EROSION CONTROL PLAN</b>
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**NOTES:**

1. CONTRACTOR SHALL INSTALL TEMPORARY EROSION CONTROL MATTING ON ALL SLOPES 4:1 OR GREATER.
2. CONTRACTOR TO INSTALL EROSION CONTROL MATTING IN ALL DRAINAGE SWALES. SEE DETAIL C-5.1.
3. AFTER POND IS DEWATERED, GRADE PROPOSED SLOPES AT 3:1 TO MATCH QUARRY EXISTING GRADE AND REPLACE SILT FENCE BEYOND PROPOSED TOE OF SLOPE.

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DATE	DESCRIPTION
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11/14/14	REVISIONS PER CITY REVIEW
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# R.A. Smith National

Beyond Surveying  
and Engineering

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262-761-1000 Fax 262-761-6466, www.rasmithnational.com  
Appleton, WI Orange County, CA Pittsburgh, PA

WAUKESHA LIME AND STONE CITY OF PEWAUKEE	DEWATERING POND CROSS-SECTION
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DATE: 04/11/13

SCALE: 1" = 30'

JOB NO. 3100293

PROJECT MANAGER:  
DAN MEIER, P.E.

DESIGNED BY: RTP

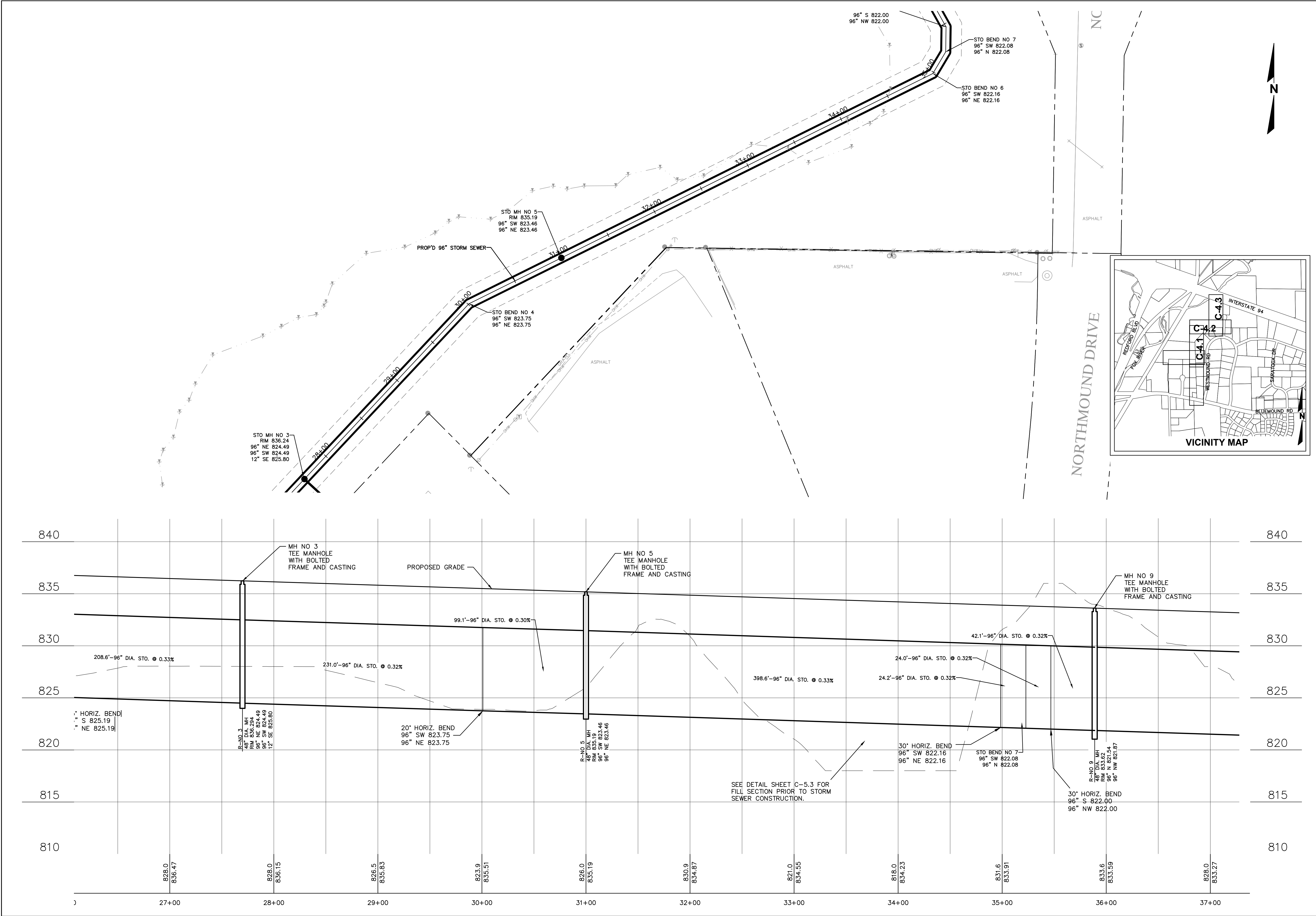
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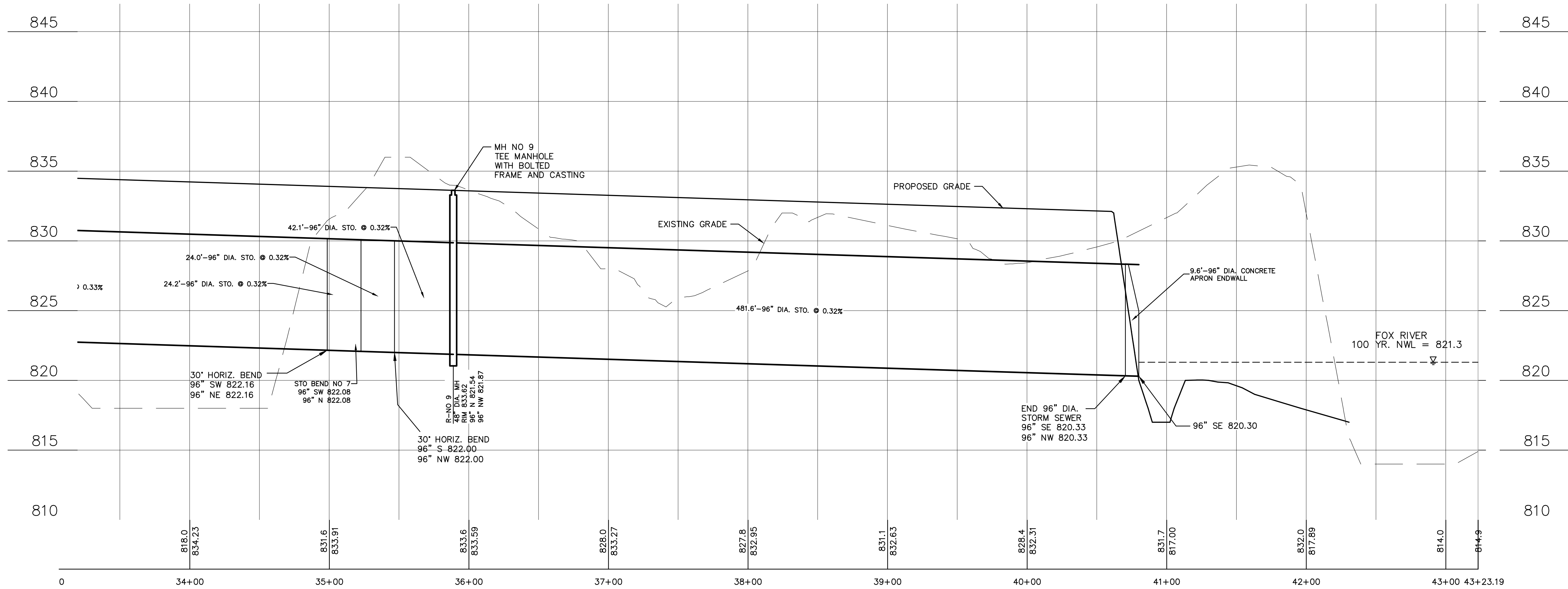
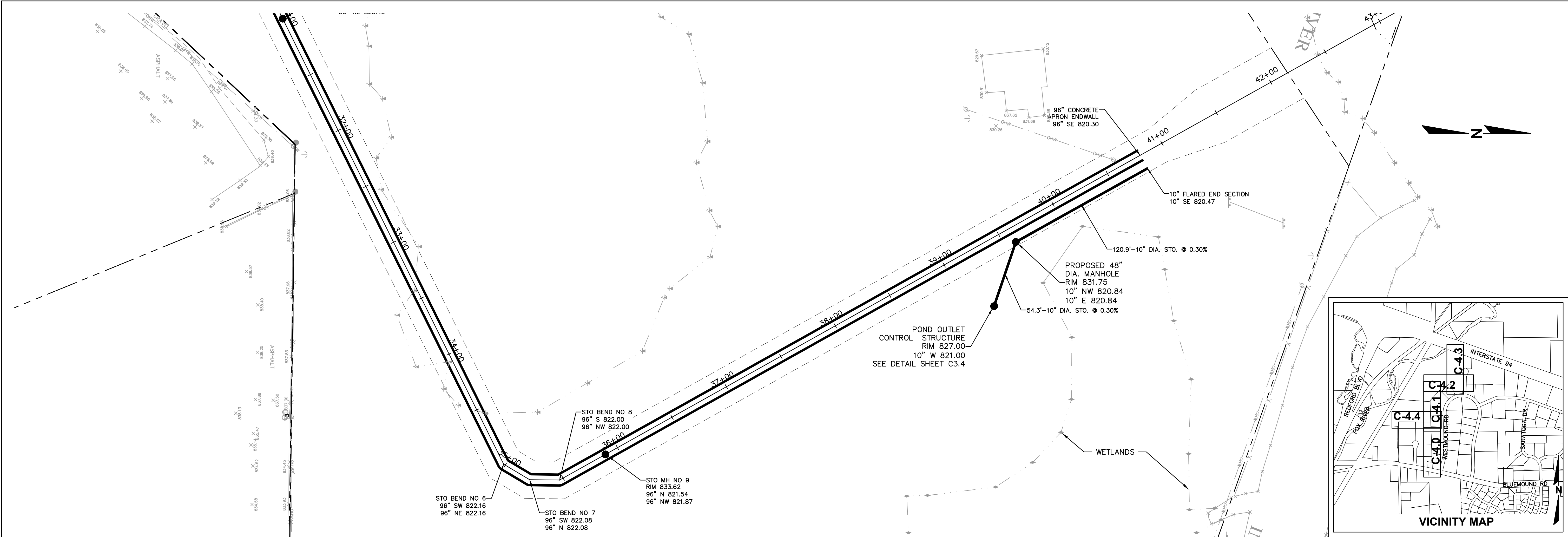
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<b>WAUKESHA LIME AND STONE</b> CITY OF PEWAUKEE		DESCRIPTION	
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		REVISIONS PER CITY REVIEW	
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<b>STORM SEWER</b> PLAN AND PROFILE		SHEET NUMBER	
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16745 W. Bluemound Road, Brookfield, WI 53005-5938	
262-761-1000 Fax 262-761-6466, www.rasmithnational.com	
Appleton, WI Orange County, CA Pittsburgh, PA	
WAUKESHA LIME AND STONE	STORM SEWER
CITY OF PEWAUKEE	
PLAN AND PROFILE	
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R.A. Smith National, Inc.	
DATE: 04/11/13	
SCALE: 1" = 40'	
JOB NO. 3100293	
PROJECT MANAGER:	
DAN MEIER, P.E.	
DESIGNED BY: RTP	
CHECKED BY: ---	
SHEET NUMBER	
C-4.3	





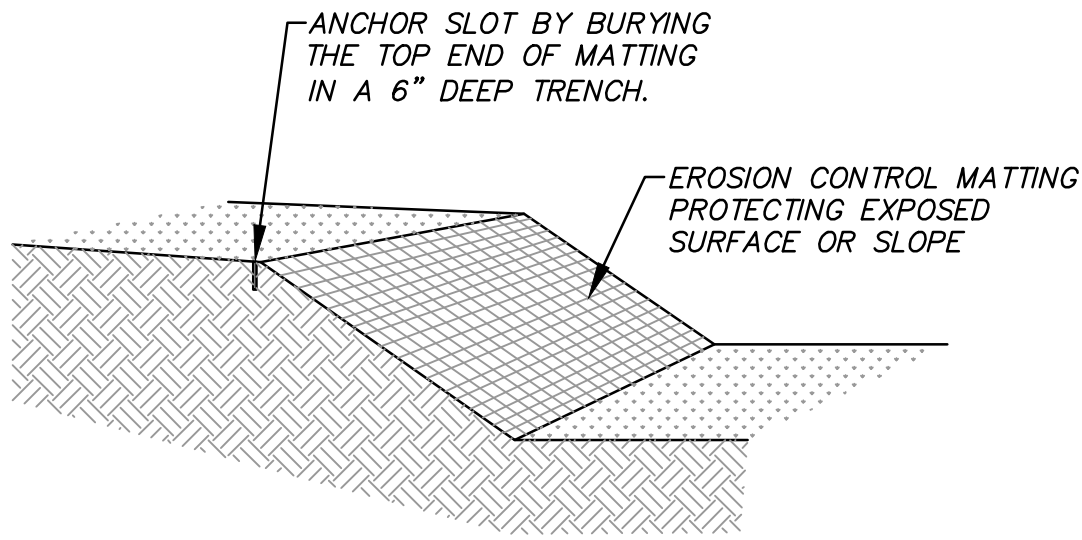
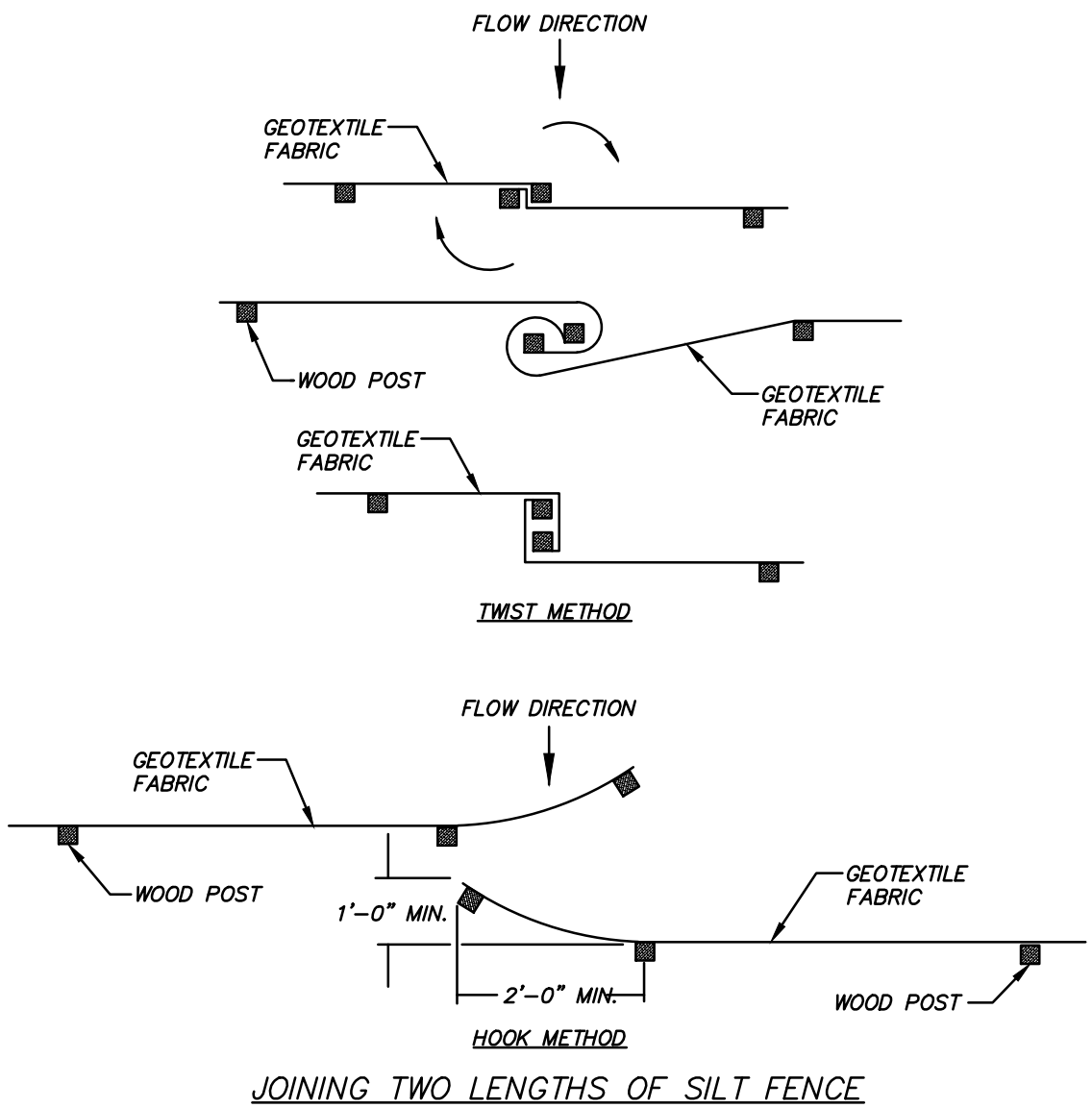
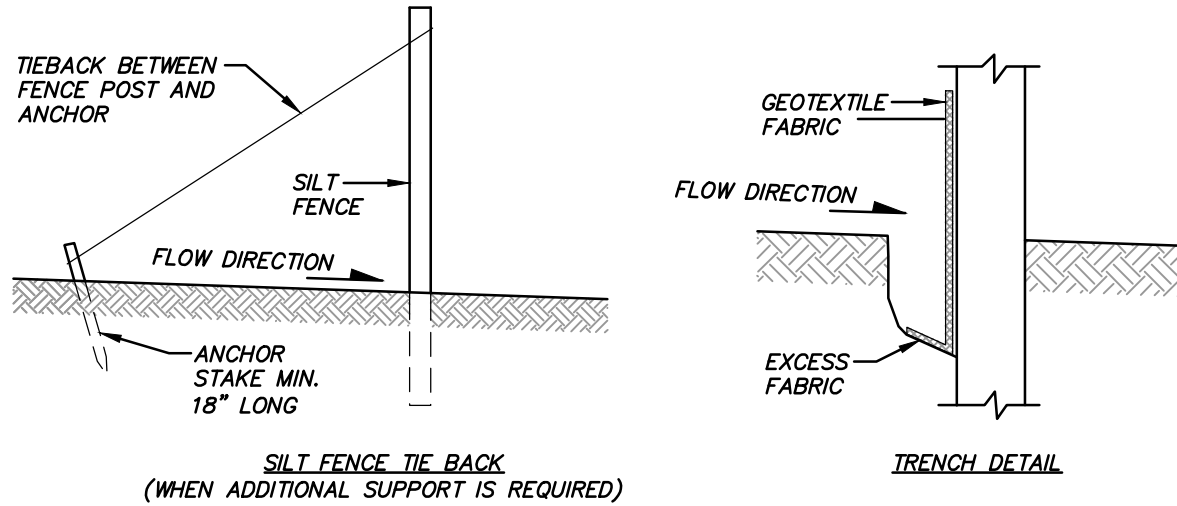
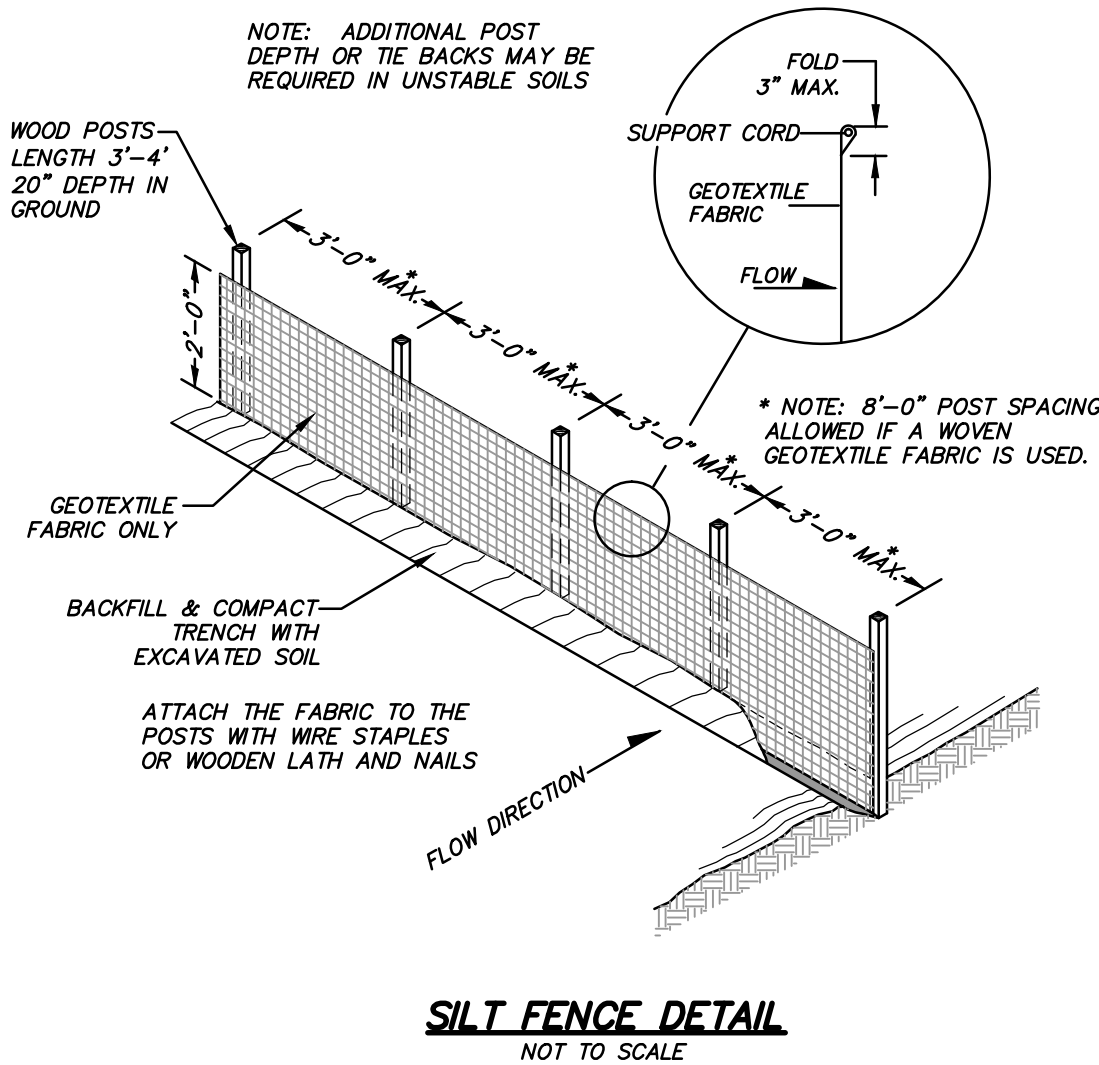


- NOTES:
1. SILT FENCE SHALL BE INSTALLED PRIOR TO ANY LAND DISTURBING ACTIVITY AND/OR WITHIN 24 HOURS OF CONSTRUCTING DITCHES, DIVERSIONS, OR OTHER CHANNELS.
  2. SILT FENCE FABRIC SHALL HAVE THE FOLLOWING PROPERTIES:  
A. GRAB TENSILE STRENGTH: 100 LBS (MIN.) IN THE CROSS-MACHINE DIRECTION. (ASTM D-4632)  
B. GRAB TENSILE STRENGTH: 120 LBS (MIN.) IN THE MACHINE DIRECTION. (ASTM D-4632)  
D. MAXIMUM APPARENT OPENING SIZE: NO. 30 (ASTM D-4751)  
E. MINIMUM PERMITTIVITY: 0.05 (ASTM D-4491)  
F. ULTRAVIOLET RADIATION STABILITY OF 70% (ASTM D-4355)  
G. FABRIC CONSISTS OF EITHER WOVEN OR NON-WOVEN POLYESTER, POLYPROPYLENE, STABILIZED NYLON, POLYETHYLENE, OR POLYVINYL CHLORIDE. NON-WOVEN FABRIC MAY BE NEEDLE-PUNCHED, HEAT BONDED, RESIN BONDED, OR COMBINATIONS THEREOF.  
H. SILT FENCE SHALL HAVE A MAXIMUM FLOW RATE OF 10GAL/MIN./SQUARE FOOT AT 50MM CONSTANT HEAD (ASTM D-4491)
  3. SILT FENCE SHALL BE PLACED ON THE CONTOUR AND NOT PERPENDICULAR TO THE CONTOUR. THE ENDS SHALL BE EXTENDED UPSLOPE TO PREVENT WATER FROM FLOWING AROUND THE ENDS OF THE FENCE.
  4. WHEN SILT FENCE IS INSTALLED ON A SLOPE, THE PARALLEL SPACING SHALL NOT EXCEED THE REQUIREMENTS IN THE TABLE BELOW.

SLOPE	FENCE SPACING
< 2%	100 FEET
2% TO 5%	75 FEET
5% TO 10%	50 FEET
10% TO 33%	25 FEET
> 33%	20 FEET

5. INSTALLED SILT FENCES SHALL BE MINIMUM 14 INCHES HIGH AND A MAXIMUM OF 28 INCHES IN HEIGHT MEASURED FROM THE INSTALLED GROUND ELEVATION.
6. SILT FENCE SHALL BE SUPPORTED BY EITHER WOOD OR STEEL, AS SPECIFIED BELOW:  
A. WOOD - 1 1/8" X 1 1/8" AIR OR KILN DRIED OAK OR HICKORY; FABRIC SHALL BE STAPLED USING 1/2-INCH MINIMUM STAPLES TO THE UPSLOPE SIDE OF THE FENCE IN AT LEAST 3 PLACES; POSTS SHALL BE A MINIMUM OF 3 FEET LONG FOR 24-INCH FENCE AND 4 FEET LONG FOR 36-INCH FENCE.  
B. STEEL - MINIMUM 5 FEET IN LENGTH WITH STRENGTH OF 1.33 LBS/FT AND HAVE PROJECTIONS FOR FASTENERS; FABRIC SHALL BE ATTACHED IN AT LEAST THREE PLACES ON THE UPSLOPE SIDE WITH SOLID PLASTIC TIE STRAPS OR WIRE FASTENERS.
7. MAXIMUM SPACING OF POSTS FOR NON-WOVEN SILT FENCE SHALL BE 3 FEET AND 8 FEET FOR WOVEN FABRIC.
8. A MINIMUM OF 20 INCHES OF THE POST SHALL EXTEND INTO THE GROUND AFTER INSTALLATION.
9. SILT FENCE SHALL BE ANCHORED BY SPREADING AT LEAST 8 INCHES OF THE FABRIC IN A 4-INCH TRENCH WIDE BY 6-INCH DEEP TRENCH, OR 6-INCH V-TRENCH ON THE UPSLOPE SIDE OF THE FENCE. TRENCH SHALL BE BACKFILLED AND COMPACTED. TRENCHES SHALL NOT BE EXCAVATED WIDER THAN NECESSARY FOR PROPER INSTALLATION.
10. SILT FENCE SHALL AT A MINIMUM BE INSPECTED WEEKLY AND WITHIN 24 HOURS AFTER EACH PRECIPITATION EVENT THAT PRODUCES 0.5 INCHES OF RAIN OR MORE DURING A 24-HOUR PERIOD.
11. DAMAGED OR DECOMPOSED FENCES, UNDERCUTTING, OR FLOW CHANNELS AROUND THE END OF BARRIERS SHALL BE REPAIRED OR CORRECTED.
12. SEDIMENT SHALL BE PROPERLY DISPOSED OF ONCE THE DEPOSITS REACH ONE HALF THE HEIGHT OF THE FENCE.
13. SILT FENCES SHALL BE REMOVED ONCE THE DISTURBED AREA IS PERMANENTLY STABILIZED AND IS NO LONGER SUSCEPTIBLE TO EROSION.

- GENERAL NOTES:
1. TRENCH SHALL BE A MINIMUM OF 4" WIDE & 6" DEEP TO BURY AND ANCHOR THE GEOTEXTILE FABRIC. FOLD MATERIAL TO FIT TRENCH AND BACKFILL & COMPACT TRENCH WITH EXCAVATED SOIL.
  2. WOOD POSTS SHALL BE A MINIMUM SIZE OF 1 1/2" X 1 1/2" OF OAK OR HICKORY.
  3. CONSTRUCT SILT FENCE FROM A CONTINUOUS ROLL IF POSSIBLE BY CUTTING LENGTHS TO AVOID JOINTS. IF A JOINT IS NECESSARY USE ONE OF THE FOLLOWING TWO METHODS:  
A) TWIST METHOD--OVERLAP THE END POSTS AND TWIST, OR ROTATE, AT LEAST 180 DEGREES.  
B) HOOK METHOD--HOOK THE END OF EACH SILT FENCE LENGTH.
  4. CONSTRUCTION SHALL BE IN ACCORDANCE WITH WDNR CPS TECHNICAL STANDARD 1056.



- NOTES:
1. PRIOR TO THE INSTALLATION OF ANY EROSION CONTROL MATTING, ALL ROCKS, DIRT CLODS, STUMPS, ROOTS, TRASH AND ANY OTHER OBSTRUCTIONS WHICH WOULD PREVENT THE MAT FROM LAYING IN DIRECT CONTACT WITH THE SOIL SHALL BE REMOVED.
  2. THE MATTING SHALL BE ANCHORED ALONG ITS ENTIRE PERIMETER WITH A 6"x6" ANCHOR TRENCH. AFTER MATTING IS LAID IN TRENCH, BACKFILL, AND COMPACT WITH SOIL OR GRAVEL.
  3. THE MATTING SHALL BE ANCHORED TO THE GROUND USING 10 GAUGE WIRE STAPLES, 6" IN LENGTH BY 1" WIDE WITH A COVERAGE NOT LESS THAN 1 STAPLE PER EVERY 4 SQUARE FEET OF MATTING.
  4. INSTALLATIONS SHALL ALSO BE IN ACCORDANCE WITH MANUFACTURERS RECOMMENDED GUIDELINES, WHICHEVER IS MORE STRICT.
  5. MATTED AREAS MUST BE INSPECTED ON A WEEKLY BASIS, AND AFTER EACH SIGNIFICANT RAINFALL. BARE SPOTS, MISSING OR LOOSENED MATTING MUST BE IMMEDIATELY REPLACED AND/OR RE-ANCHORED.
  6. INSTALL TEMPORARY EROSION CONTROL MATTING ON ALL SLOPES 4:1 OR GREATER.
  7. CONSTRUCTION SHALL BE IN ACCORDANCE WITH WDNR CPS TECHNICAL STANDARD 1052 & 1053.

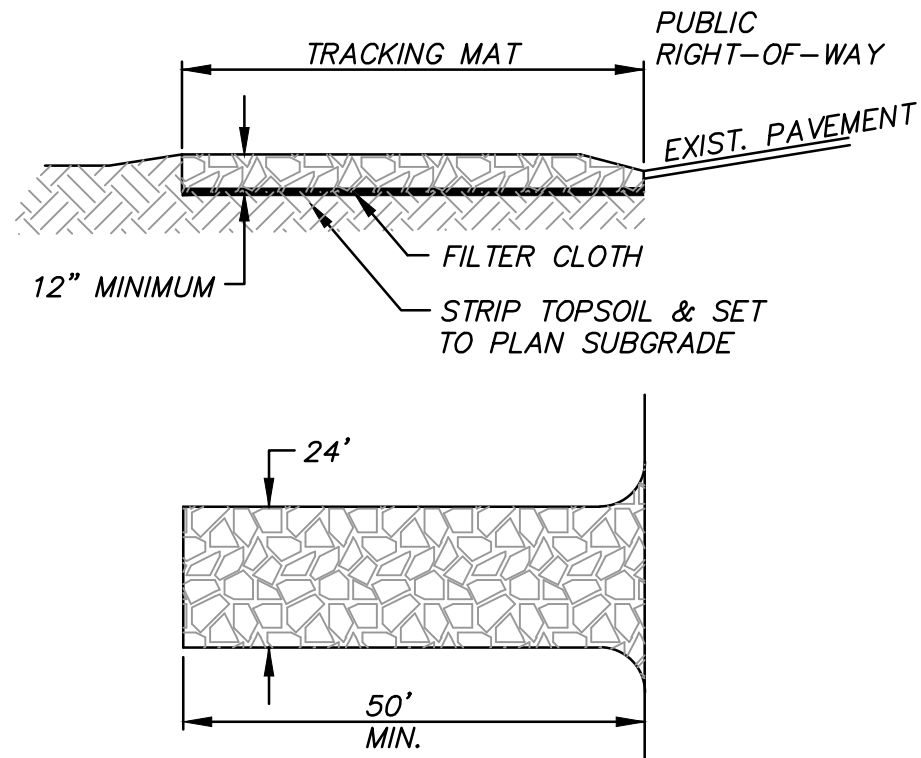
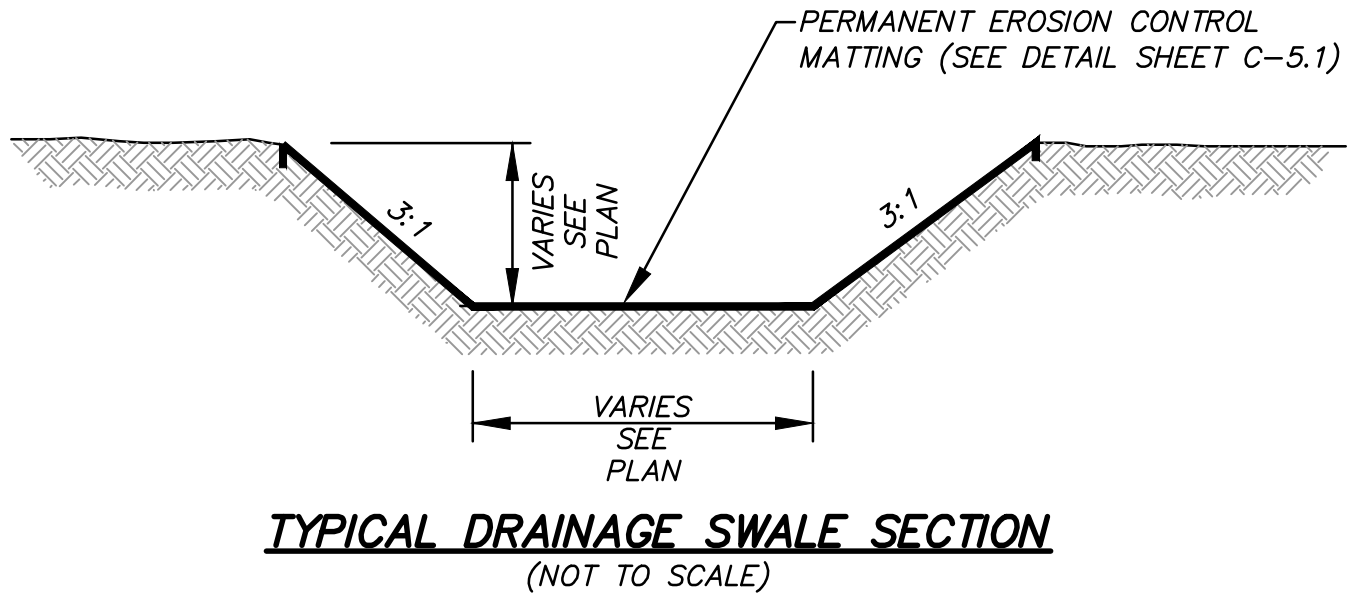
#### PROPEX GEOSYNTHETICS EROSION CONTROL PRODUCTS:

- PERMANENT EROSION CONTROL MAT**  
(INCLUDES 4 COMPONENTS):  
PLACEMENT OF "LANDLOCK TRM 435/TRM 450"  
(USE 1.5 ANCHOR / S.Y.: ANCHOR PATTERN)  
(USE 8-INCH STAPLES FOR ANCHORS)  
FILLING TRM WITH SOIL  
SEEDING  
COVERING WITH "CS2"  
(USE "2 ANCHOR / S.Y." ANCHOR PATTERN)  
(USE 8-INCH STAPLES FOR ANCHORS)

- TEMPORARY EROSION CONTROL MAT:**  
"CS2"  
(USE "1.5 ANCHOR / S.Y." ANCHOR PATTERN)  
(USE 8-INCH STAPLES FOR ANCHORS)

ALL EROSION CONTROL PRODUCTS TO BE INSTALLED PER LATEST MANUFACTURER INSTRUCTIONS, ESPECIALLY NOTING REQUIRED STAPLE PATTERNS AND ANCHOR TRENCH REQUIREMENTS.

#### EROSION CONTROL MATTING DETAIL



#### CONSIDERATIONS:

1. VEHICLES TRAVELING ACROSS THE TRACKING PAD SHOULD MAINTAIN A SLOW CONSTANT SPEED.
2. THE BEST APPROACH TO PREVENTING OFF-SITE TRACKING IS TO RESTRICT VEHICLES TO STABILIZED AREAS.
3. IT IS ALWAYS PREFERABLE TO PREVENT SEDIMENT FROM BEING DEPOSITED UPON THE ROAD THAN CLEANING THE ROAD LATER. SEDIMENT ON A ROAD CAN CREATE A SAFETY HAZARD AS WELL AS A POLLUTION PROBLEM.
4. ANY SEDIMENT TRACKED ONTO A PUBLIC OR PRIVATE ROAD SHOULD BE REMOVED BY STREET CLEANING, NOT FLUSHING, BEFORE THE END OF EACH WORKING DAY.

#### STONE TRACKING PAD AND TIRE WASHING DETAIL

SHALL BE ACCORDANCE WITH DNR TECHNICAL STANDARD 1057

#### NOTES:

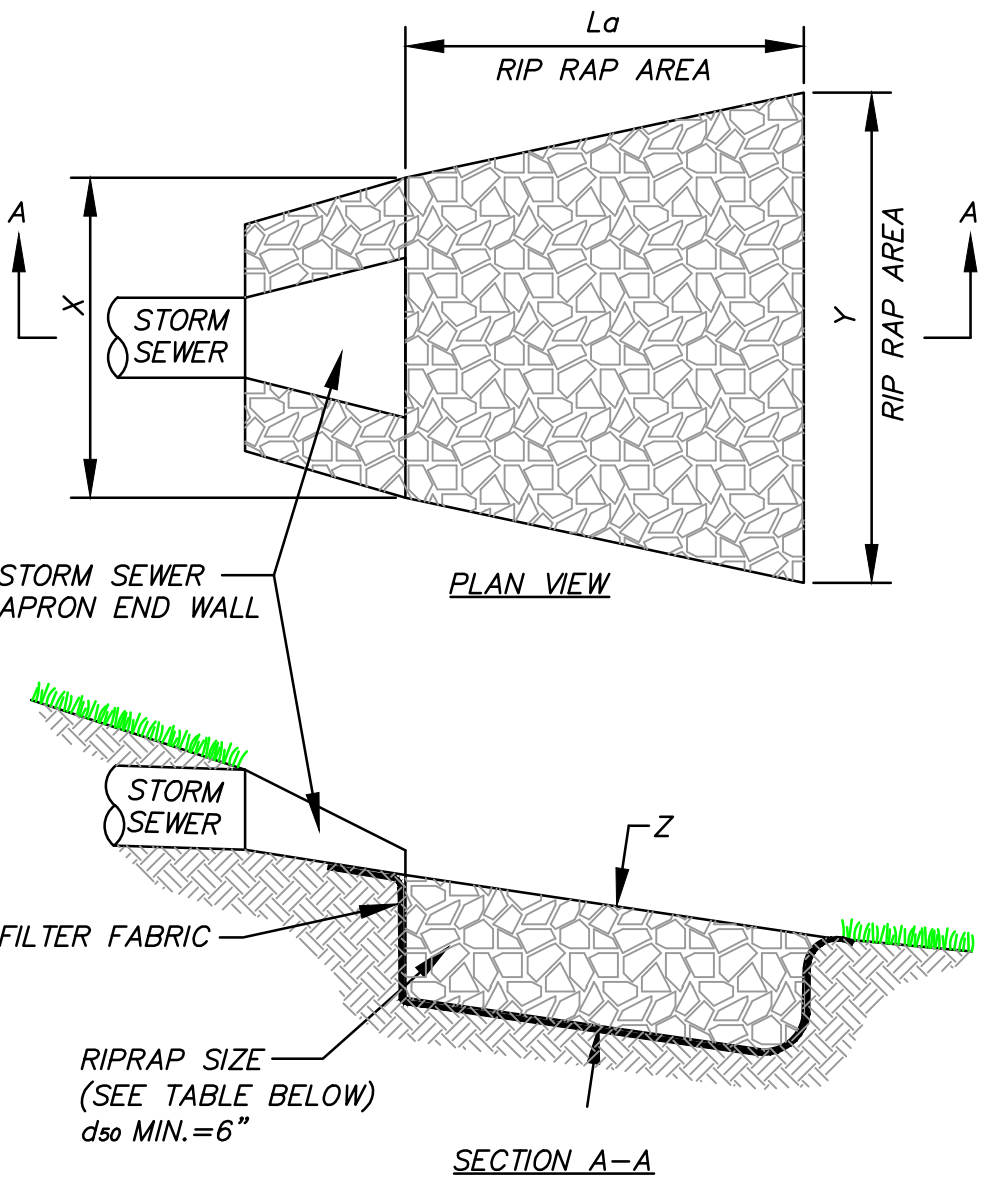
##### A. TRACKING PAD:

1. THE TRACKING PAD SHALL BE INSTALLED PRIOR TO ANY TRAFFIC LEAVING THE SITE.
2. THE AGGREGATE FOR TRACKING PADS SHALL BE 3"- 6" CLEAR OR WASHED STONE. ALL MATERIAL TO BE RETAINED ON A 3-INCH SIEVE.
3. THE AGGREGATE SHALL BE PLACED IN A LAYER AT LEAST 12 INCHES THICK. ON SITES WITH A HIGH WATER TABLE, OR WHERE SATURATED CONDITIONS ARE EXPECTED DURING THE LIFE OF THE PRACTICE, STONE TRACKING PADS SHALL BE UNDERLAIN WITH A WISDOT TYPE R GEOTEXTILE FABRIC TO PREVENT MIGRATION OF UNDERLYING SOIL INTO THE STONE.
4. THE TRACKING PAD SHALL BE THE FULL WIDTH OF THE EGRESS POINT. THE TRACKING PAD SHALL BE AT A MINIMUM 50 FEET LONG.
5. SURFACE WATER MUST BE PREVENTED FROM PASSING THROUGH THE TRACKING PAD. FLOWS SHALL BE DIVERTED AWAY FROM TRACKING PADS OR CONVEYED UNDER AND AROUND THEM BY USING A VARIETY OF PRACTICES, SUCH AS CULVERTS, WATER BARS, OR OTHER SIMILAR PRACTICES.

##### B. TIRE WASHING:

IF CONDITIONS ON THE SITE ARE SUCH THAT THE SEDIMENT IS NOT REMOVED FROM VEHICLE TIRES BY THE TRACKING PAD, THEN TIRES SHALL BE WASHED UTILIZING PRESSURIZED WATER BEFORE ENTERING A PUBLIC ROAD.

1. THE WASHING STATION SHALL BE LOCATED ON-SITE IN AN AREA THAT IS STABILIZED AND DRAINS INTO SUITABLE SEDIMENT TRAPPING OR SETTLING DEVICE.
2. THE WASH RACK SHALL CONSIST OF A HEAVY GRATING OVER A LOWERED AREA. THE RACK SHALL BE STRONG ENOUGH TO SUPPORT THE VEHICLES THAT WILL CROSS IT.
3. ROCKS LODGED BETWEEN THE TIRES IF DUAL WHEEL VEHICLES SHALL BE REMOVED PRIOR TO LEAVING THE CONSTRUCTION SITE.



DIMENSIONS					
OUTLET	Lg	X	Y	d50	Z
POND	PER PLAN VIEW	24"	36"		
96" STORM SEWER OUTLET	PER PLAN VIEW	24"	36"		

RIPRAP SHALL COMPLY WITH THE SECTION 606 OF THE STATE OF WISCONSIN STANDARD FOR HIGHWAY AND STRUCTURE CONSTRUCTION.

#### RIP RAP DETAIL

DATE	DESCRIPTION
07/02/13	REVISED PER WDNR COMMENTS
05/30/14	REVISED PER WDOT COMMENTS

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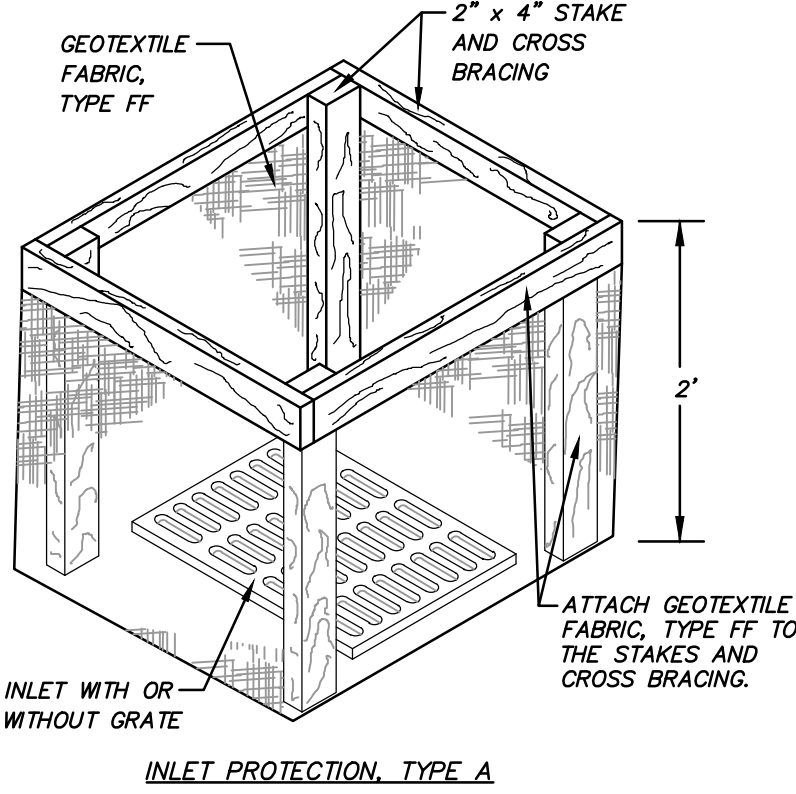
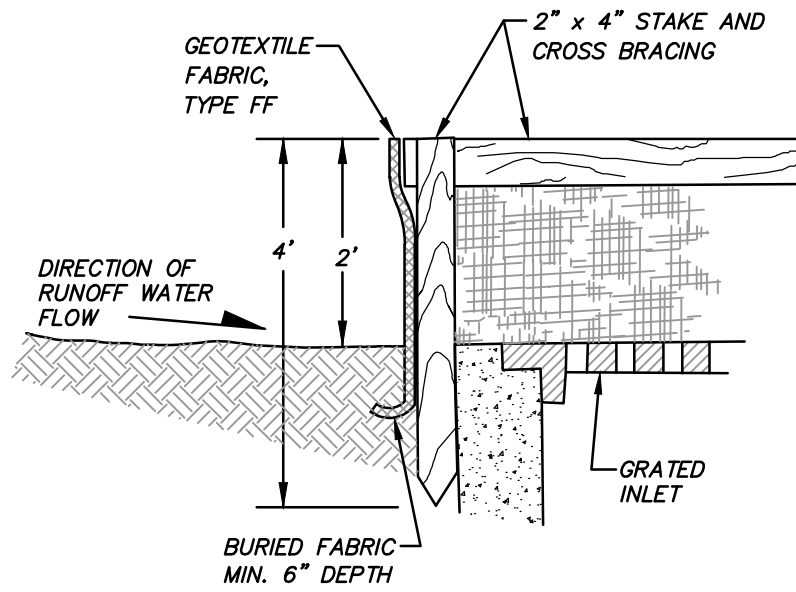
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**WAUKESHA LIME AND STONE  
CITY OF PEWAUKEE**

**DETAILS**

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DATE: 04/11/13
SCALE: N.T.S.
JOB NO. 3100293
PROJECT MANAGER: DAN MEIER, P.E.
DESIGNED BY: RTP
CHECKED BY: ---
<b>SHEET NUMBER</b>
C-5.1





#### GENERAL NOTES

INLET PROTECTION DEVICES SHALL BE MAINTAINED OR REPLACED AT THE DIRECTION OF THE ENGINEER.

MANUFACTURED ALTERNATIVES APPROVED AND LISTED ON THE WISDOT'S EROSION CONTROL PRODUCT ACCEPTABILITY LIST MAY BE SUBSTITUTED.

WHEN REMOVING OR MAINTAINING INLET PROTECTION, CARE SHALL BE TAKEN SO THAT THE SEDIMENT TRAPPED ON THE GEOTEXTILE FABRIC DOES NOT FALL INTO THE INLET. ANY MATERIAL FALLING INTO THE INLET SHALL BE REMOVED IMMEDIATELY.

TYPE A IS TO BE USED PRIOR TO PAVING AND TYPED B, C, AND D ARE TO USED AFTER PAVING IS PLACED.

TYPE A SHALL BE USED AROUND INLETS AND UNPAVED AREAS UNTIL PERMANENT STABILIZATION METHODS HAVE BEEN ESTABLISHED.

TYPE B SHALL BE USED AFTER THE CASTING AND GRATE ARE IN PLACE.

TYPE C SHALL BE USED ON STREET INLETS WITH CURB HEADS.

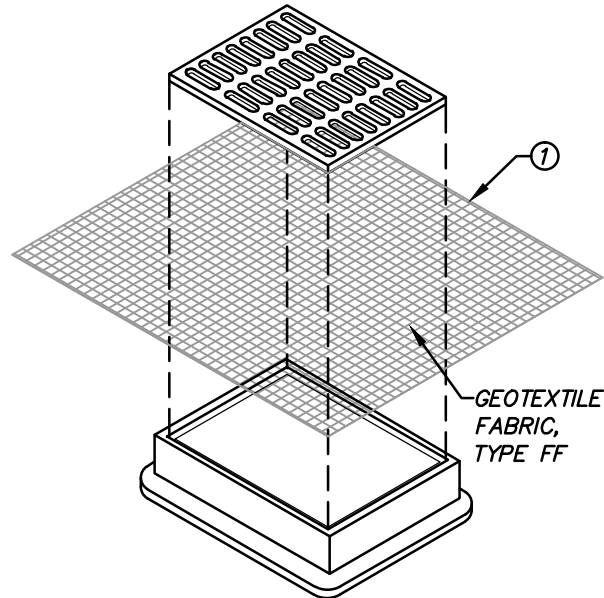
TYPE D SHALL BE USED IN AREAS WHERE OTHER TYPES OF INLET PROTECTION ARE INCOMPATIBLE WITH ROADWAY AND TRAFFIC CONDITIONS (I.E. POSSIBLE SAFETY HAZARD IF PONDING OCCURS.)

① FINISHED SIZE, INCLUDING FLAP POCKETS WHERE REQUIRED, SHALL EXTEND A MINIMUM OF 10" AROUND THE PERIMETER TO FACILITATE MAINTENANCE OR REMOVAL.

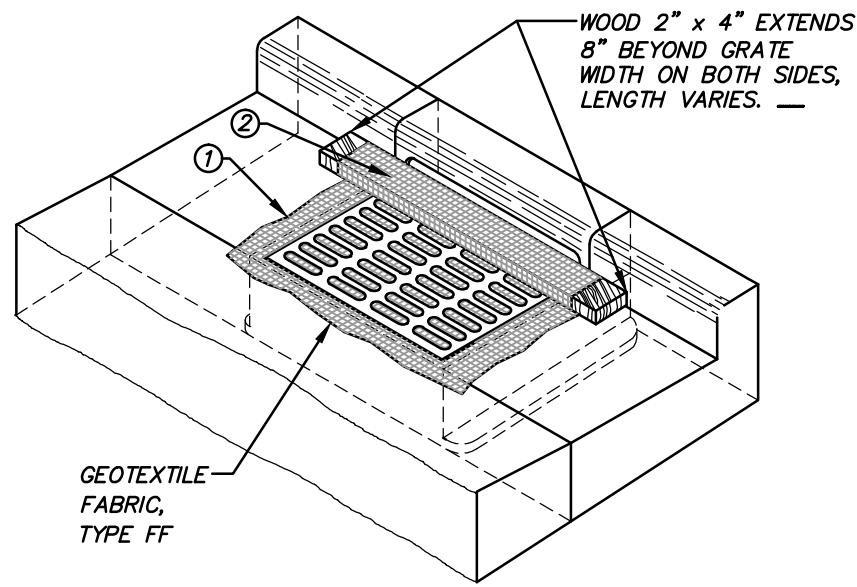
② FOR INLET PROTECTION, TYPE C (WITH CURB BOX), AN ADDITIONAL 18" OF FABRIC IS WRAPPED AROUND THE WOOD AND SECURED WITH STAPLES. THE WOOD SHALL NOT BLOCK THE ENTIRE HEIGHT OF THE CURB BOX OPENING.

③ FLAP POCKETS SHALL BE LARGE ENOUGH TO ACCEPT WOOD 2X4.

CONSTRUCTION SHALL BE IN ACCORDANCE WITH WDNR CPS TECHNICAL STANDARD 1060.



INLET PROTECTION, TYPE B  
(WITHOUT CURB BOX)  
(CAN BE INSTALLED IN ANY  
INLET WITHOUT A CURB BOX)



INLET PROTECTION, TYPE C  
(WITH CURB BOX)

#### INSTALLATION NOTES

TYPE B & C:  
TRIM EXCESS FABRIC IN THE FLOW LINE TO WITHIN 3" OF THE GRATE.

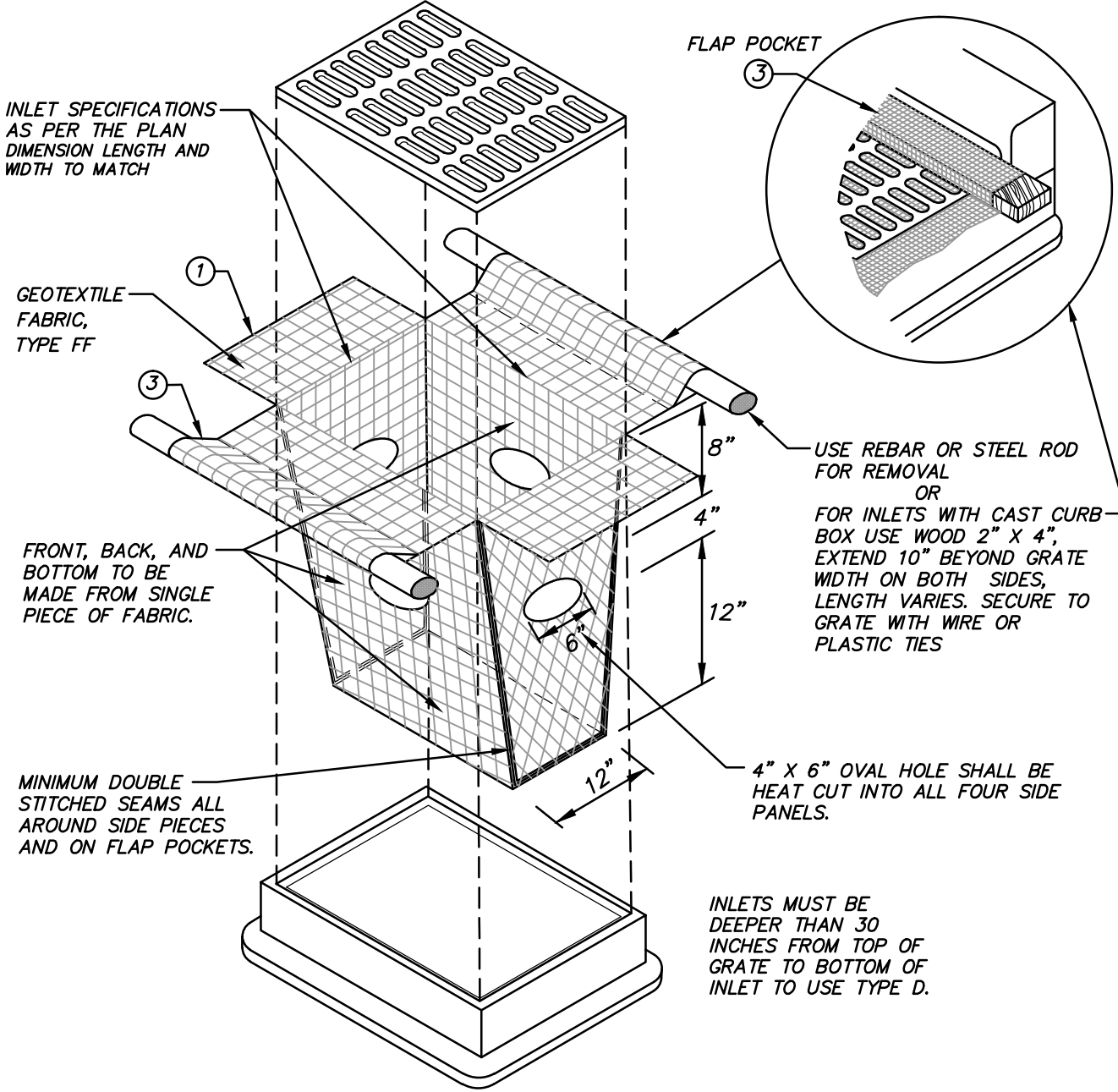
THE CONTRACTOR SHALL DEMONSTRATE A METHOD OF MAINTENANCE, USING A SEWN FLAP, HAND HOLDS OR OTHER METHOD TO PREVENT ACCUMULATED SEDIMENT FROM ENTERING THE INLET.

TYPE D:  
DO NOT INSTALL INLET PROTECTION TYPE D IN INLETS SHALLOWER THAN 30", MEASURED FROM THE BOTTOM OF THE INLET TO THE TOP OF THE GRATE.

TRIM EXCESS FABRIC IN THE FLOW LINE TO WITHIN 3" OF THE GRATE.

THE INSTALLED BAG SHALL HAVE A MINIMUM SIDE CLEARANCE, BETWEEN THE INLET WALLS AND THE BAG, MEASURED AT THE BOTTOM OF THE OVERFLOW HOLES, OF 3". WHERE NECESSARY THE CONTRACTOR SHALL CINCH THE BAG, USING PLASTIC ZIP TIES, TO ACHIEVE THE 3" CLEARANCE. THE TIES SHALL BE PLACED AT A MAXIMUM OF 4" FROM THE BOTTOM OF THE BAG.

#### STORM DRAIN INLET PROTECTION DETAILS NOT TO SCALE



INLET PROTECTION, TYPE D  
(CAN BE INSTALLED IN ANY INLET TYPE WITH  
OR WITHOUT A CURB BOX AS PER NOTE ②)

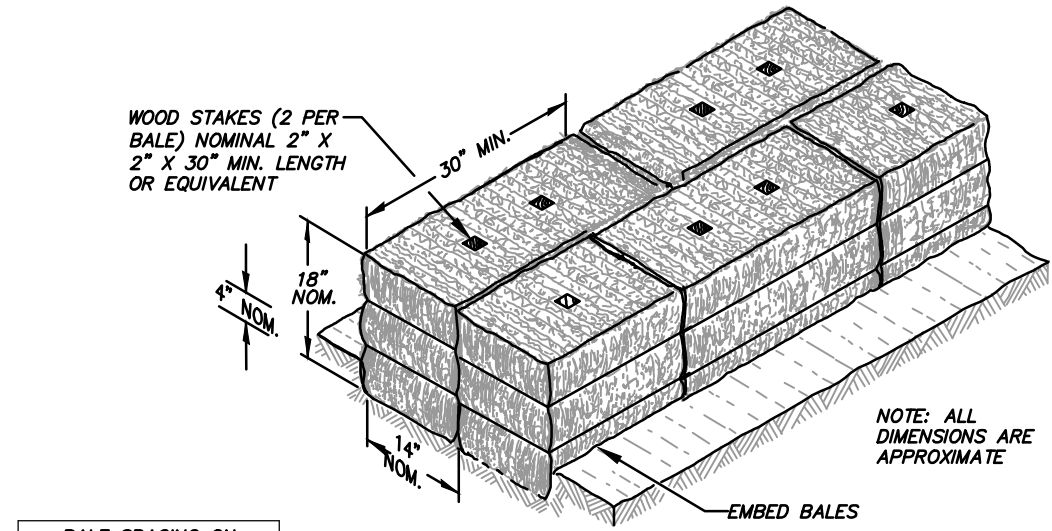
#### MAINTENANCE

A. REMOVE INLET PROTECTION DEVICES ONCE THE CONTRIBUTING DRAINAGE AREA IS STABILIZED WITH APPROPRIATE VEGETATION OR IMPERVIOUS AREA.

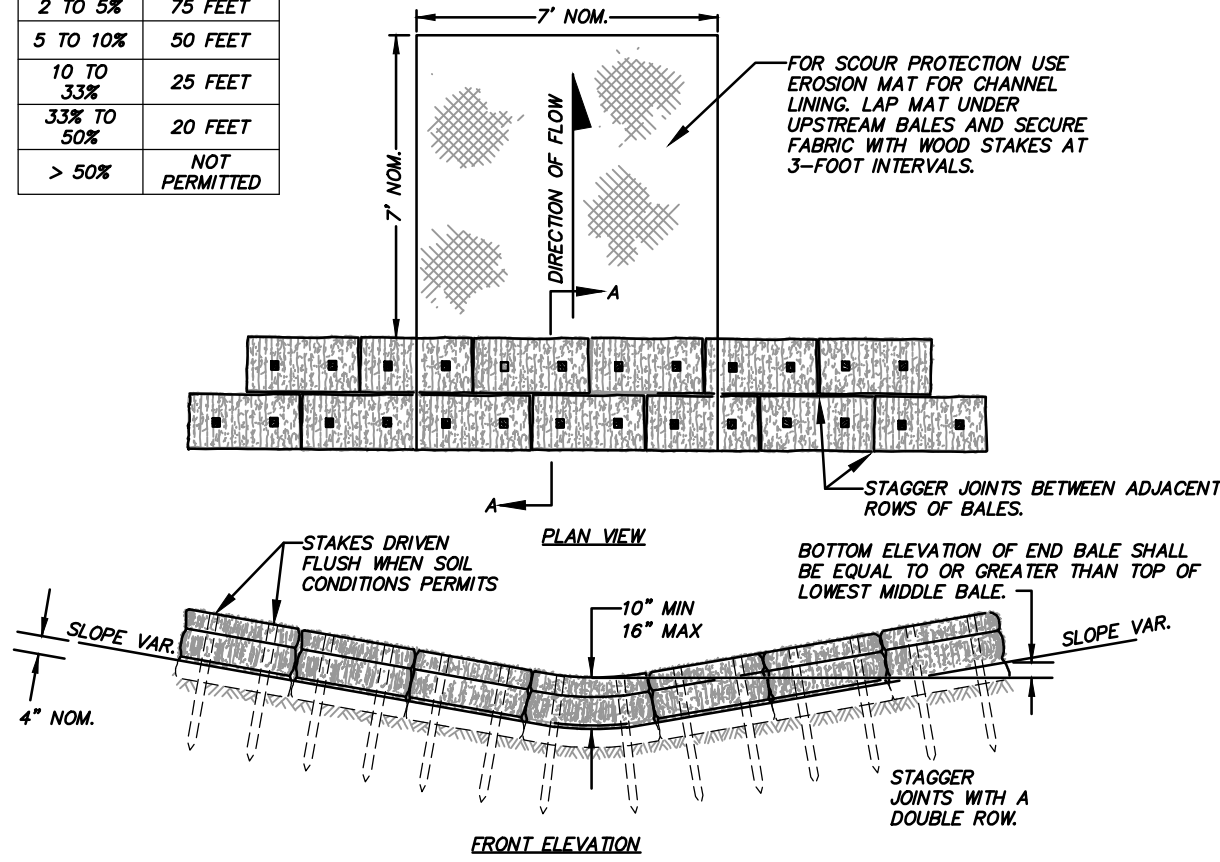
B. INLET PROTECTION SHALL BE, AT A MINIMUM, INSPECTED WEEKLY AND WITHIN 24 HOURS AFTER EVERY PRECIPITATION EVENT THAT PRODUCES 0.5 INCHES OF RAIN OR MORE DURING A 24-HOUR PERIOD.

C. SEDIMENT DEPOSITS SHALL BE REMOVED AND THE INLET PROTECTION DEVICE RESTORED TO ITS ORIGINAL DIMENSIONS WHEN THE SEDIMENT HAS ACCUMULATED BETWEEN 1/3 TO 1/2 THE DESIGN DEPTH OF THE DEVICE, OR WHEN THE DEVICE IS NO LONGER FUNCTIONING AS DESIGNED. REMOVED SEDIMENT SHALL BE DEPOSITED IN A SUITABLE AREA AND STABILIZED.

D. DUE CARE SHALL BE TAKEN TO ENSURE SEDIMENT DOES NOT FALL INTO THE INLET AND IMPEDE THE INTENDED FUNCTION OF THE DEVICE. ANY MATERIAL FALLING INTO THE INLET SHALL BE REMOVED.



BALE SPACING ON SLOPES	
< 2%	100 FEET
2 TO 5%	75 FEET
5 TO 10%	50 FEET
10 TO 33%	25 FEET
33% TO 50%	20 FEET
> 50%	NOT PERMITTED



#### NOTES:

1. DETAILS OF CONSTRUCTION, MATERIALS AND WORKMANSHIP NOT SHOWN ON THIS DRAWING SHALL CONFORM TO THE PERTINENT REQUIREMENTS OF THE WISDOT STANDARD SPECIFICATIONS FOR HIGHWAY AND STRUCTURE CONSTRUCTION AND WDNR TECHNICAL STANDARD 1062.
2. TEMPORARY DITCH CHECKS OF A SINGLE ROW OF EROSION BALES ARE NOT PERMITTED.
3. SEDIMENT BALE BARRIERS SHALL, AT A MINIMUM, BE INSPECTED WEEKLY AND WITHIN 24 HOURS AFTER EVERY PRECIPITATION EVENT THAT PRODUCES 0.5 INCHES OF RAIN OR MORE DURING A 24-HOUR PERIOD.
4. DAMAGED OR DECOMPOSED SEDIMENT BALE BARRIERS, AND UNDERCUTTING, OR FLOW CHANNELS AROUND THE END OF THE SEDIMENT BALE BARRIERS SHALL BE REPAIRED.
5. SEDIMENT SHALL BE PROPERLY DISPOSED OF ONCE THE DEPOSITS REACH ONE-HALF THE HEIGHT OF THE SEDIMENT BALE BARRIER.
6. SEDIMENT BALE BARRIERS AND ANCHORING DEVICES SHALL BE REMOVED AND PROPERLY DISPOSED OF WHEN THEY HAVE SERVED THEIR USEFULNESS, BUT NOT BEFORE THE UPSLOPE AREAS HAVE BEEN PERMANENTLY STABILIZED.
7. ANY SEDIMENT DEPOSITS REMAINING IN PLACE AFTER THE SEDIMENT BALE BARRIER IS NO LONGER REQUIRED SHALL BE DRESSED TO CONFORM TO THE EXISTING GRADE, PREPARED AND SEEDED.
8. EFFECTIVENESS OF BALES IS LESS THAN 3 MONTHS.

#### TEMPORARY DITCH CHECK USING EROSION BALES

NOTE: DITCH CHECKS SHOWN WITHIN SWALES SHALL SPAN THE WIDTH OF THE SWALE IT SERVES.

WAUKESHA LIME AND STONE  
CITY OF PEWAUKEE

DETAILS

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and Engineering

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Appleton, WI Orange County, CA Pittsburgh, PA

DATE	DESCRIPTION
07/02/13	REVISED PER WDNR COMMENTS
05/30/14	REVISED PER WDOT COMMENTS
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DATE: 04/11/13

SCALE: N.T.S.

JOB NO. 3100293

PROJECT MANAGER:  
DAN MEIER, P.E.

DESIGNED BY: RTP

CHECKED BY: ---

SHEET NUMBER

C-5.2

R.A. SMITH NATIONAL, INC. ASSUMES NO  
RESPONSIBILITY FOR DAMAGES, LIABILITY OR COSTS  
RESULTING FROM CHANGES OR ALTERATIONS MADE  
TO THIS PLAN WITHOUT THE EXPRESSED WRITTEN  
CONSENT OF R.A. SMITH NATIONAL.







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

**DATE:** September 10, 2018

**DEPARTMENT:** PW - Water/Sewer

**PROVIDED BY:** Jeffrey Weigel, Public Works Dir. and City Eng.; Maggie Wagner, Assistant City Eng.

***SUBJECT:***

Discussion and Possible Action to Approve **Resolution 18-09-17** Adopting the Lindsay Road Water Main Extension Engineer's Report and Special Assessments [Weigel]

***BACKGROUND:***

In 2015 the Common Council conducted the Public Hearing and awarded the contract for the Lindsay Road water main extension project.

***FINANCIAL IMPACT:***

The requested actions finalize the special assessments associated with the project.

***RECOMMENDED MOTION:***

Common Council approves Resolution 18-09-17 adopting the final assessments for the Lindsay Road Water Main Extension project and attendant Engineer's Report.

**ATTACHMENTS:**

Description

Lindsay Road Water Main Engineer's Report

Resolution 18.09.17



**Final Report of the Engineer**  
**On the Proposed Lindsay Road Water Main Extension Assessments**  
**In the City of Pewaukee**

In accordance with the resolution passed by the City Council of the City of Pewaukee, we herewith submit our report on assessments for the installation of municipal water in Lindsay Road to be made in the City of Pewaukee. All data shown here is based on actual prices.

This report consists of the following Schedules:

- Schedule "A": Summary of options for assessments and related costs.
- Schedule "B": Legal description, dated 2015, and map, dated 2015, of all parcels within the assessment district.
- Schedule "C": Final assessment for each parcel affected.

The properties against which the assessments are proposed are benefited and the improvements constitute an exercise of Police Powers.

Jeffrey L. Weigel, P.E.  
Director of Public Works/City Engineer  
City of Pewaukee  
W240 N3065 Pewaukee Road  
Pewaukee, WI 53072  
August 31, 2015  
Final September 10, 2018

Prepared by:  
Magdelene J. Wagner, P.E.  
Assistant City Engineer  
August 19, 2015  
Final August 28, 2018

### Schedule “A” – Lindsay Road Municipal Water Main Extension

The City of Pewaukee is considering the installation of municipal water main in Lindsay Road, from Wilhar Road to approximately 1,140 feet west of Lori Lane. The improvements consist of water main extension and related facilities and temporary road overlay.

The cost of the water main extension will be apportioned to all property owners utilizing the system. The cost of the temporary road overlay will be paid in part by the Water Utility and in part by the City of Pewaukee.

As part of this bid, we have mandatory alternate bid items to repair Weyer Road east bound lane and bid items to repair Lindsay Road outside of the water main extension project. The cost of Weyer Road repairs, if awarded, will be paid by the Water Utility as part of the Weyer Road Water Main Extension project. The cost of Lindsay Road repairs outside the water main extension area will be paid by the City of Pewaukee.

It is recommended the costs for the improvements be determined on a unit basis.

### UNIT RATE COMPUTATIONS

#### Water Main Unit Rate

Final 8-inch Equivalent Water Main Costs (see attached breakdown)	\$485,596.74
Engineering, Administration, & Contingencies	\$93,535.09
Total Final Water Main Assessable Cost	\$579,131.83

$$\$579,131.83 \div 124 = \$4,670.42 \text{ /Unit}$$

Use \$4,670.42 as the Water Main Unit Rate.

#### Water Service Unit Rate – 1 1/4-inch

Final Water Service Costs (see attached breakdown)	\$40,284.92
Engineering, Administration, & Contingencies	\$7,759.64
Total Final Water Service Assessable Cost	\$48,044.56

$$\$48,044.57 \div 7 = \$6,863.51 \text{ /Unit}$$

Use \$6,863.51 as the 1 1/4-inch Water Service Unit Rate.

#### Water Service Unit Rate – 2-inch

Final Water Service Costs (see attached breakdown)	\$2,438.72
Engineering, Administration, & Contingencies	\$469.74
Total Final Water Service Assessable Cost	\$2,908.46

$$\$2,908.46 \div 1 = \$2,908.46 / \text{Unit}$$

Use \$2,908.46 as the 2-inch Water Service Unit Rate.

#### Water Service Unit Rate – 6-inch

Final Water Service Costs (see attached breakdown)	\$2,050.60
Engineering, Administration, & Contingencies	\$394.98
Total Final Water Service Assessable Cost	\$2,445.58

$$\$2,445.58 \div 1 = \$2,445.58 / \text{Unit}$$

Use \$2,445.58 as the 6-inch Water Service Unit Rate.

#### Water Service Unit Rate – 8-inch

Final Water Service Costs (see attached breakdown)	\$16,193.63
Engineering, Administration, & Contingencies	\$3,119.20
Total Final Water Service Assessable Cost	\$19,312.83

$$\$19,312.84 \div 2 = \$9,656.42 / \text{Unit}$$

Use \$9,656.42 as the Water Service Unit Rate.

#### City of Pewaukee Costs

Final City Improvement Cost (see attached breakdown)	\$58,458.15
Engineering, Administration, & Contingencies	\$11,260.14
Total Final City Improvement Costs	\$69,718.29

Mandatory Alternate Utility of Pewaukee Costs – Weyer Road Water Main Extension

Final Mandatory Alternate Utility-Weyer Ext Cost (see attached breakdown)	\$41,209.94
Engineering, Administration, & Contingencies	\$7,937.81
Total Final City Improvement Costs	\$49,147.75

Mandatory Alternate City of Pewaukee Costs – Lindsay Road beyond Water Main Extension

Final Mandatory Alternate City Improvement Cost (see attached breakdown)	\$40,897.71
Engineering, Administration, & Contingencies	\$7,877.67
Total Final City Improvement Costs	\$48,775.38

**COST SUMMARY**

Cost Summary

Total Project Costs	\$907,272.11
Total Mandatory Alternate Utility Costs - Weyer Rd Water Main Extension (deduct)	\$49,147.75
Total Water Main Assessable Costs (deduct)	\$65,385.88
Total Water Main Assessable Costs - Deferred (deduct)	\$513,746.20
Total Non-assessable and Water Utility Cost - RCA Costs (deduct)	\$87,787.43
Total Water Service Assessable Costs (deduct)	\$72,711.45
Net Non-assessable and City Costs	\$118,493.41



Computation of Costs

**Total Project Costs**

<u>Item</u>			<u>Final</u>	<u>Bid Unit</u>	
<u>No.</u>	<u>Description</u>	<u>Unit</u>	<u>Quantity</u>	<u>Price</u>	<u>Cost</u>
1	Mobilization	L.S.	1.00	\$20,600.00	\$20,600.00
2	Traffic Control	L.S.	1.00	\$7,800.00	\$7,800.00
3	Tack Coat	GAL	500.00	\$2.20	\$1,100.00
4	2-Inch asphaltic concrete overlay & rutting scratch coat	TON	1,444.35	\$68.95	\$99,587.93
5	Pavement marking, 4-inch yellow, paint	L.F.	7,102.00	\$0.32	\$2,272.64
6	Pavement marking, 4-inch white, paint	L.F.	7,422.00	\$0.32	\$2,375.04
7	3-Inch asphaltic pavement trench patch	TON	39.14	\$125.00	\$4,892.50
8	Gravel or Limestone T.B. driveway replacement	S.F.	1,356.00	\$1.00	\$1,356.00
9	12-Inch Water Main w/ Granular Backfill	L.F.	261.00	\$75.10	\$19,601.10
10	12-Inch Water Main w/ Spoil Backfill	L.F.	3,274.30	\$51.93	\$170,034.40
12	12-Inch water main-directionally drilled (STA 79+30 to STA 82+16)	L.F.	275.90	\$149.20	\$41,164.28
13	12-inch water main valve	EA.	11.00	\$2,829.00	\$31,119.00
14	8-Inch Water Main w/ Granular Backfill	L.F.	123.5	\$110.00	\$13,585.00
15	8-Inch Water Main w/ Spoil Backfill	L.F.	12	\$76.00	\$912.00
16	8-inch water main valve	EA.	3	\$1,558.00	\$4,674.00
17	6-inch water main w/ spoil backfill	L.F.	7	\$78.00	\$546.00
18	6-inch water main valve	EA.	1	\$1,170.00	\$1,170.00
19	Air Release Assembly	EA.	3	\$1,732.00	\$5,196.00
20	Hydrant Assembly	EA.	8	\$5,015.00	\$40,120.00
21	6-inch hydrant lead	L.F.	153.60	\$54.00	\$8,294.40
22	2-Inch water service w/ spoil backfill	L.F.	10.00	\$59.60	\$596.00
23	2-Inch tap, saddle, and corporation valve	EA.	1.00	\$988.00	\$988.00
24	2-Inch curb valve and box	EA.	1.00	\$510.00	\$510.00
25	1 1/4-Inch water service - directionally drilled	L.F.	280	\$65.10	\$18,228.00
26	1 1/4-Inch water service w/ spoil backfill	L.F.	255.8	\$47.80	\$12,227.24
27	1 1/4-Inch tap, saddle, and corporation valve	EA.	7.0	\$830.00	\$5,810.00
28	1 1/4-Inch curb valve and box	EA.	7.0	\$315.00	\$2,205.00
29	Tree Removal	In Dia	163.0	\$58.70	\$9,568.10
30	Clearing and Grubbing	STA	2.0	\$1,174.00	\$2,348.00
31	Tree trimming	Hour	1	\$400.00	\$400.00
32	Topsoil, Seed, fertilizer, and Erosion Matting Class I, Type B	S.Y.	4,545.5	\$5.06	\$23,000.23
33	Topsoil, Seed, fertilizer, and Erosion Matting Class II, Type B	S.Y.	410.7	\$5.82	\$2,390.27
36	Erosion Control rolls	EA.	5	\$127.00	\$635.00
37	Silt fence	L.F.	2,004	\$2.02	\$4,048.08

### Total Project Costs - Continued

<u>Item</u> <u>No.</u>	<u>Description</u>	<u>Unit</u>	<u>Final</u> <u>Quantity</u>	<u>Bid Unit</u> <u>Price</u>	<u>Cost</u>
	Soil borings to determine rock depth Station 76+25 to				
38	Station 77+00. See Section 01 35 13	V.F.	58.5	\$30.00	\$1,755.00
39	Eclipse No. 88 water sampling station	L.S.	1	\$3,330.00	\$3,330.00
MA-1	Weyer Road - 1-inch asphalt milling	L.F.	3545	\$0.70	\$2,481.50
	Weyer Road - 1-1/2 to 2-inch asphalt maintenance overlay				
MA-2	and scratch coat	TON	491.83	\$68.95	\$33,911.68
MA-3	Pavement Marking - 4 inch white paint	L.F.	3568	\$0.32	\$1,141.76
	Weyer Road - Asphalt Repair - 5 Inch thick remove and				
MA-4	replace	S.Y.	50	\$64.70	\$3,235.00
MA-5	Weyer Road - Tack coat	GAL	200	\$2.20	\$440.00
	Lindsay Road - Duplainville Road to STA 96+50 and STA				
	57+25 to STA 46+50 - 2-Inch binder course asphaltic				
MA-6	concrete maintenance overlay and scratch coat	TON	516	\$68.95	\$35,578.20
	Lindsay Road - Duplainville Road to STA 96+50 and STA				
MA-7	57+25 to STA 46+50 - misc butt joints	L.F.	727	\$4.25	\$3,089.75
	Lindsay Road - Duplainville Road to STA 96+50 and STA				
MA-8	57+25 to STA 46+50 - pavement marking - 4-Inch Yellow	L.F.	3620	\$0.32	\$1,158.40
	Lindsay Road - Duplainville Road to STA 96+50 - pavement				
MA-9	marking-4-Inch white	L.F.	3348	\$0.32	\$1,071.36
	12" Water Main in Rock Bore Station 76+25 to Station				
MA-11	77+00 (See Section 01 35 13)	L.F.	75	\$1,272.00	\$95,400.00
WCD2	Concrete Barriers at Creek Crossing	L.S.	1	\$3,220.00	\$3,220.00
WCD3	Relocate 6" Water Service to Park	L.S.	1	\$7,765.00	\$7,765.00
WCD4	Variable Face Rock Fracture of Bedrock	L.S.	1	\$7,807.50	\$7,807.50
Subtotal of Contract					\$760,739.36
Engineering, Administration, & Contingencies					\$146,532.75
Total Project Costs					\$907,272.11

## Total Water Main Costs

<u>Item</u>			<u>Final</u>	<u>Bid Unit</u>	
<u>No.</u>	<u>Description</u>	<u>Unit</u>	<u>Quantity</u>	<u>Price</u>	<u>Cost</u>
1	Mobilization	L.S.	0.73	\$20,600.00	\$15,038.00
2	Traffic Control	L.S.	0.73	\$7,800.00	\$5,694.00
3	Tack Coat	GAL	250.00	\$2.20	\$550.00
4	2-Inch asphaltic concrete overlay & rutting scratch coat	TON	722.17	\$68.95	\$49,793.62
5	Pavement marking, 4-inch yellow, paint	L.F.	3,551.00	\$0.32	\$1,136.32
6	Pavement marking, 4-inch white, paint	L.F.	3,711.00	\$0.32	\$1,187.52
7	3-Inch asphaltic pavement trench patch	TON	13.05	\$125.00	\$1,631.25
8	Gravel or Limestone T.B. driveway replacement	S.F.	678.00	\$1.00	\$678.00
9	12-Inch Water Main w/ Granular Backfill	L.F.	261.00	\$75.10	\$19,601.10
10	12-Inch Water Main w/ Spoil Backfill	L.F.	3,274.30	\$51.93	\$170,034.40
12	12-Inch water main-directionally drilled (STA 79+30 to STA 82+16)	L.F.	275.90	\$149.20	\$41,164.28
13	12-inch water main valve	EA.	11.00	\$2,829.00	\$31,119.00
14	8-Inch Water Main w/ Granular Backfill	L.F.	50.5	\$110.00	\$5,555.00
16	8-inch water main valve	EA.	1	\$1,558.00	\$1,558.00
19	Air Release Assembly	EA.	3	\$1,732.00	\$5,196.00
20	Hydrant Assembly	EA.	8	\$5,015.00	\$40,120.00
21	6-inch hydrant lead	L.F.	153.60	\$54.00	\$8,294.40
29	Tree Removal	In Dia	163.0	\$58.70	\$9,568.10
30	Clearing and Grubbing	STA	2.0	\$1,174.00	\$2,348.00
31	Tree trimming	Hour	1	\$400.00	\$400.00
32	Topsoil, Seed, fertilizer, and Erosion Matting Class I, Type B	S.Y.	4,413.5	\$5.06	\$22,332.31
33	Topsoil, Seed, fertilizer, and Erosion Matting Class II, Type B	S.Y.	407.7	\$5.82	\$2,372.81
36	Erosion Control rolls	EA.	4	\$127.00	\$508.00
37	Silt fence	L.F.	2,004	\$2.02	\$4,048.08
38	Soil borings to determine rock depth Station 76+25 to Station 77+00. See Section 01 35 13	V.F.	58.5	\$30.00	\$1,755.00
39	Eclipse No. 88 water sampling station	L.S.	1.0	\$3,330.00	\$3,330.00
MA-11	12" Water Main in Rock Bore Station 76+25 to Station 77+00	L.F.	75.0	\$1,272.00	\$95,400.00
WCD2	Concrete Barriers at Creek Crossing	L.S.	1.0	\$3,220.00	\$3,220.00
WCD3	Relocate 6" Water Service to Park	L.S.	1.0	\$7,765.00	\$7,765.00
WCD4	Variable Face Rock Fracture of Bedrock	L.S.	1	\$7,807.50	\$7,807.50
Subtotal of Contract					\$559,205.69
Engineering, Administration, & Contingencies					\$107,713.56
Total Project Costs					\$666,919.25



# **Total Equivalent 8-inch Water Main Costs**

<u>Item</u>			<u>Final</u>	<u>Bid Unit</u>	
<u>No.</u>	<u>Description</u>	<u>Unit</u>	<u>Quantity</u>	<u>Price</u>	<u>Cost</u>
1	Mobilization	L.S.	0.64	\$20,600.00	\$13,184.00
2	Traffic Control	L.S.	0.64	\$7,800.00	\$4,992.00
3	Tack Coat	GAL	250.00	\$2.20	\$550.00
4	2-Inch asphaltic concrete overlay & rutting scratch coat	TON	722.18	\$68.95	\$49,794.31
5	Pavement marking, 4-inch yellow, paint	L.F.	3,551.00	\$0.32	\$1,136.32
6	Pavement marking, 4-inch white, paint	L.F.	3,711.00	\$0.32	\$1,187.52
7	3-Inch asphaltic pavement trench patch	TON	39.14	\$125.00	\$4,892.50
8	Gravel or Limestone T.B. driveway replacement	S.F.	678.00	\$1.00	\$678.00
9	8-Inch Equivalent Water Main w/ Granular Backfill	L.F.	261.00	\$70.00	\$18,270.00
10	8-Inch Equivalent Water Main w/ Spoil Backfill	L.F.	3,274.30	\$65.00	\$212,829.50
MA-11	8-Inch Equivalent Water Main w/ Granular Backfill	L.F.	75.00	\$70.00	\$5,250.00
12	8-Inch Equivalent water main w/ granular backfill	L.F.	275.90	\$70.00	\$19,313.00
13	8-inch Equivalent water main valve	EA.	11.00	\$1,558.00	\$17,138.00
14	8-Inch Water Main w/ Granular Backfill	L.F.	123.5	\$110.00	\$13,585.00
16	8-inch water main valve	EA.	3	\$1,558.00	\$4,674.00
19	Air Release Assembly	EA.	3	\$1,732.00	\$5,196.00
20	Hydrant Assembly	EA.	8	\$5,015.00	\$40,120.00
21	6-inch hydrant lead	L.F.	153.60	\$54.00	\$8,294.40
29	Tree Removal	In Dia	163.0	\$58.70	\$9,568.10
30	Clearing and Grubbing	STA	2.0	\$1,174.00	\$2,348.00
31	Tree trimming	Hour	1	\$400.00	\$400.00
	Topsoil, Seed, fertilizer, and Erosion Matting Class I, Type				
32	B	S.Y.	4,545.5	\$5.06	\$23,000.23
	Topsoil, Seed, fertilizer, and Erosion Matting Class II, Type				
33	B	S.Y.	410.7	\$5.82	\$2,390.27
36	Erosion Control rolls	EA.	5	\$127.00	\$635.00
37	Silt fence	L.F.	2,004	\$2.02	\$4,048.08
39	Eclipse No. 88 water sampling station	EA.	1	\$3,330.00	\$3,330.00
WCD2	Concrete Barriers at Creek Crossing	L.S.	1.0	\$3,220.00	\$3,220.00
WCD3	Relocate 6" Water Service to Park	L.S.	1.0	\$7,765.00	\$7,765.00
WCD4	Variable Face Rock Fracture of Bedrock	L.S.	1	\$7,807.50	\$7,807.50
Subtotal of Contract					\$485,596.74
Engineering, Administration, & Contingencies					\$93,535.09
Total Project Costs					\$579,131.83

Total Potential Units on the Water Main = 124 Units

\$579,131.83

Computation of Unit Cost 124 = \$4,670.42 /Unit

Use \$4,670.42 as the Water Main Unit Rate.



## Total Water Service Costs

### 1 ¼-Inch Water Service

<u>Item</u>			<u>Final</u>	<u>Bid Unit</u>	
<u>No.</u>	<u>Description</u>	<u>Unit</u>	<u>Quantity</u>	<u>Price</u>	<u>Cost</u>
1	Mobilization	L.S.	0.05	\$20,600.00	\$1,030.00
2	Traffic Control	L.S.	0.05	\$7,800.00	\$390.00
25	1 1/4-Inch water service - directionally drilled	L.F.	280	\$65.10	\$18,228.00
26	1 1/4-Inch water service w/ spoil backfill	L.F.	255.8	\$47.80	\$12,227.24
27	1 1/4-Inch tap, saddle, and corporation valve	EA.	7.0	\$830.00	\$5,810.00
28	1 1/4-Inch curb valve and box	EA.	7.0	\$315.00	\$2,205.00
	Topsoil, Seed, fertilizer, and Erosion Matting Class I, Type				
32	B	S.Y.	78	\$5.06	\$394.68
Subtotal of Contract					\$40,284.92
Engineering, Administration, & Contingencies					\$7,759.64
Total Project Costs					\$48,044.56

Total Potential Units on the Water Service = 7 Units

Computation of Unit Cost  $\frac{\$48,044.56}{7} = \$6,863.51 / \text{Unit}$

Use \$6,863.51 as the 1 ¼-inch Water Service Unit Rate.

## 2-Inch Water Service

<u>Item</u>			<u>Final</u>	<u>Bid Unit</u>	
<u>No.</u>	<u>Description</u>	<u>Unit</u>	<u>Quantity</u>	<u>Price</u>	<u>Cost</u>
1	Mobilization	L.S.	0.01	\$20,600.00	\$206.00
2	Traffic Control	L.S.	0.01	\$7,800.00	\$78.00
22	2-Inch water service w/ spoil backfill	L.F.	10.00	\$59.60	\$596.00
23	2-Inch tap, saddle, and corporation valve	EA.	1.00	\$988.00	\$988.00
24	2-Inch curb valve and box	EA.	1.00	\$510.00	\$510.00
	Topsoil, Seed, fertilizer, and Erosion Matting Class I, Type				
32	B	S.Y.	12	\$5.06	\$60.72
Subtotal of Contract					\$2,438.72
Engineering, Administration, & Contingencies					\$469.74
Total Project Costs					\$2,908.46

Total Potential Units on the Water Service = 1 Units

Computation of Unit Cost  $\frac{\$2,908.46}{1} = \$2,908.46 / \text{Unit}$

Use \$2,908.46 as the 2-inch Water Service Unit Rate.

## 6-Inch Water Service

<u>Item</u>			<u>Final</u>	<u>Bid Unit</u>	
<u>No.</u>	<u>Description</u>	<u>Unit</u>	<u>Quantity</u>	<u>Price</u>	<u>Cost</u>
1	Mobilization	L.S.	0.01	\$20,600.00	\$206.00
2	Traffic Control	L.S.	0.01	\$7,800.00	\$78.00
17	6-inch water main w/ spoil backfill	L.F.	7	\$78.00	\$546.00
18	6-inch water main valve	EA.	1	\$1,170.00	\$1,170.00
	Topsoil, Seed, fertilizer, and Erosion Matting Class I, Type				
32	B	S.Y.	10	\$5.06	\$50.60
Subtotal of Contract					\$2,050.60
Engineering, Administration, & Contingencies					\$394.98
Total Project Costs					\$2,445.58

Total Potential Units on the Water Service = 1 Units

Computation of Unit Cost  $\frac{\$2,445.58}{1} = \$2,445.58 / \text{Unit}$

Use \$2,445.58 as the 6-inch Water Service Unit Rate.

## 8-Inch Water Service

<u>Item</u>			<u>Final</u>	<u>Bid Unit</u>	
<u>No.</u>	<u>Description</u>	<u>Unit</u>	<u>Quantity</u>	<u>Price</u>	<u>Cost</u>
1	Mobilization	L.S.	0.02	\$20,600.00	\$412.00
2	Traffic Control	L.S.	0.02	\$7,800.00	\$156.00
7	3-Inch asphaltic pavement trench patch	TON	26.09	\$125.00	\$3,261.25
14	8-Inch Water Main w/ Granular Backfill	L.F.	73	\$110.00	\$8,030.00
15	8-Inch Water Main w/ Spoil Backfill	L.F.	12	\$76.00	\$912.00
16	8-inch water main valve	EA.	2	\$1,558.00	\$3,116.00
	Topsoil, Seed, fertilizer, and Erosion Matting Class I, Type				
32	B	S.Y.	32	\$5.06	\$161.92
	Topsoil, Seed, fertilizer, and Erosion Matting Class II, Type				
33	B	S.Y.	3	\$5.82	\$17.46
36	Erosion Control rolls	EA.	1	\$127.00	\$127.00
Subtotal of Contract					\$16,193.63
Engineering, Administration, & Contingencies					\$3,119.20
Total Project Costs					\$19,312.83

Total Potential Units on the Water Service = 2 Units

Computation of Unit Cost  $\frac{\$19,312.83}{2} = \$9,656.42 / \text{Unit}$

Use \$9,656.42 as the 8-inch Water Service Unit Rate.



**Total City Costs – 50% shared Cost with Utility – within the Water Main Extension**

<u>Item</u>			<u>Final</u>	<u>Bid Unit</u>	
<u>No.</u>	<u>Description</u>	<u>Unit</u>	<u>Quantity</u>	<u>Price</u>	<u>Cost</u>
1	Mobilization	L.S.	0.18	\$20,600.00	\$3,708.00
2	Traffic Control	L.S.	0.18	\$7,800.00	\$1,404.00
3	Tack Coat	GAL	250.00	\$2.20	\$550.00
4	2-Inch asphaltic concrete overlay & rutting scratch coat	TON	722.18	\$68.95	\$49,794.31
5	Pavement marking, 4-inch yellow, paint	L.F.	3,551.00	\$0.32	\$1,136.32
6	Pavement marking, 4-inch white, paint	L.F.	3,711.00	\$0.32	\$1,187.52
8	Gravel or Limestone T.B. driveway replacement	S.F.	678.00	\$1.00	\$678.00
Subtotal of Contract					\$58,458.15
Engineering, Administration, & Contingencies					\$11,260.14
Total Project Costs					\$69,718.29

**Total Utility Costs – Mandatory Alternate – Weyer Road Water Main Extension**

<u>Item</u>			<u>Final</u>	<u>Bid Unit</u>	
<u>No.</u>	<u>Description</u>	<u>Unit</u>	<u>Quantity</u>	<u>Price</u>	<u>Cost</u>
MA-1	Weyer Road - 1-inch asphalt milling	L.F.	3545	\$0.70	\$2,481.50
MA-2	Weyer Road - 1-1/2 to 2-inch asphalt maintenance overlay and scratch coat	TON	491.83	\$68.95	\$33,911.68
MA-3	Pavement Marking - 4 inch white paint	L.F.	3568	\$0.32	\$1,141.76
MA-4	Weyer Road - Asphalt Repair - 5 Inch thick remove and replace	S.Y.	50	\$64.70	\$3,235.00
MA-5	Weyer Road - Tack coat	GAL	200	\$2.20	\$440.00
Subtotal of Contract					\$41,209.94
Engineering, Administration, & Contingencies					\$7,937.81
Total Project Costs					\$49,147.75

**Total City Costs – Mandatory Alternate – Lindsay Road beyond the Water Main Extension**

<u>Item</u> <u>No.</u>	<u>Description</u>	<u>Unit</u>	<u>Final</u> <u>Quantity</u>	<u>Bid Unit</u> <u>Price</u>	<u>Cost</u>
	Lindsay Road - Duplainville Road to STA 96+50 and STA 57+25 to STA 46+50 - 2-Inch binder course asphaltic				
MA-6	concrete maintenance overlay and scratch coat	TON	516	\$68.95	\$35,578.20
	Lindsay Road - Duplainville Road to STA 96+50 and STA 57+25 to STA 46+50 - misc butt joints				
MA-7		L.F.	727	\$4.25	\$3,089.75
	Lindsay Road - Duplainville Road to STA 96+50 and STA 57+25 to STA 46+50 - pavement marking - 4-Inch Yellow				
MA-8		L.F.	3620	\$0.32	\$1,158.40
	Lindsay Road - Duplainville Road to STA 96+50 - pavement marking-4-Inch white				
MA-9		L.F.	3348	\$0.32	\$1,071.36
Subtotal of Contract					\$40,897.71
Engineering, Administration, & Contingencies					\$7,877.67
Total Project Costs					\$48,775.38

August 11, 2015

LINDSAY ROAD WATER MAIN EXTENSION  
ASSESSMENT AREA BOUNDARY DESCRIPTION  
PROJECT WU-15-5241

Being part of the Northeast one-quarter, Southwest one-quarter and Northwest one-quarter of Section 2, and part of the Northwest one-quarter of Section 1, all in Township 7 North, Range 19 East, City of Pewaukee, Waukesha County, Wisconsin, bounded and described as follows:

Beginning at the Northwest corner of said Northeast one-quarter of Section 2; thence Easterly along the north line of said Northeast one-quarter, 2,608 feet more or less; thence Southerly along the west line of Certified Survey Map (CSM) 1383 and CSM 1981, 480 feet more or less; thence easterly along the south line of Parcel 1 of said CSM 1981, 514 feet more or less; thence Southerly along the west line of the Wilhard Road right-of-way, 370 feet more or less; thence Westerly along the north line of the Lindsay Road right-of-way, 342 feet more or less; thence Southerly along the east line, and its Northerly extension, of lands designated by Tax Key PWC 0866-994, 324 feet more or less; thence Westerly along the south line of said lands, 175 feet more or less; thence Southerly along the east line of the Northeast one-quarter of said Section 2, 1,461 feet more or less; thence Westerly along the south line of said Northeast one-quarter, 425 feet more or less; thence Northerly along the easterly line of the Redford Boulevard (STH 74) right-of-way, 1,756 feet more or less; thence Westerly along the southerly line of said Lindsay Road right-of-way, 479 feet more or less; thence Southerly along the east line of CSM 6919, 640 feet more or less; thence Southwesterly along the northwesterly meander line of Spring Creek, as shown on CSM 6919, Sussex Creek, as shown on Waukesha County Interactive Mapping, 699 feet more or less; thence Northerly along the east line of CSM 4613, 407 feet more or less; thence Westerly along the South line of Lot 2 of said CSM 4613, 286 feet more or less to the Southwest corner of said Lot 2; thence Northwesterly, 72 feet more or less to the Northeast corner of Lot 1 of said CSM 4613; thence Westerly along the north line of said Lot 1, 400 feet more or less; thence Southerly along the west line of said Northeast one-quarter of Section 2, 922 feet more or less to the center of said Section 2; thence Southerly along the east line of said Southwest one-quarter of Section 2, 1,327 feet more or less; thence Westerly along the south line of lands designated by Tax Key PWC 0870-998-002, 1,284 feet more or less; thence Northerly along the west line of said lands, 1,326 feet more or less; thence Easterly along the south line of CSM 1017, 620 feet more or less; thence Northerly along the east line of said CSM 1017 and its Northerly extension, 878 feet more or less to a point on the southerly line of said Lindsay Road right-of-way; thence Northerly, 73 feet more or less to the northerly line of said Lindsay Road right-of-way; thence Northerly along the west line of lands designated by Tax Key PWC 0869-999-002, 851 feet more or less; thence Easterly along the north line of said Northwest one-quarter of Section 2, 836 feet more or less to the point of beginning.

Ruekert & Mielke, Inc.  
Bruce K. Cross, P.L.S.

BKC:bkc

cc: File

~26-10040 Lindsay Road-Swan Road to Redford Blvd &gt; 200 Design &gt; Support &gt; Assessment Area Boundary Description\_R1 (2)~

Waukesha, WI

Kenosha, WI

Madison, WI

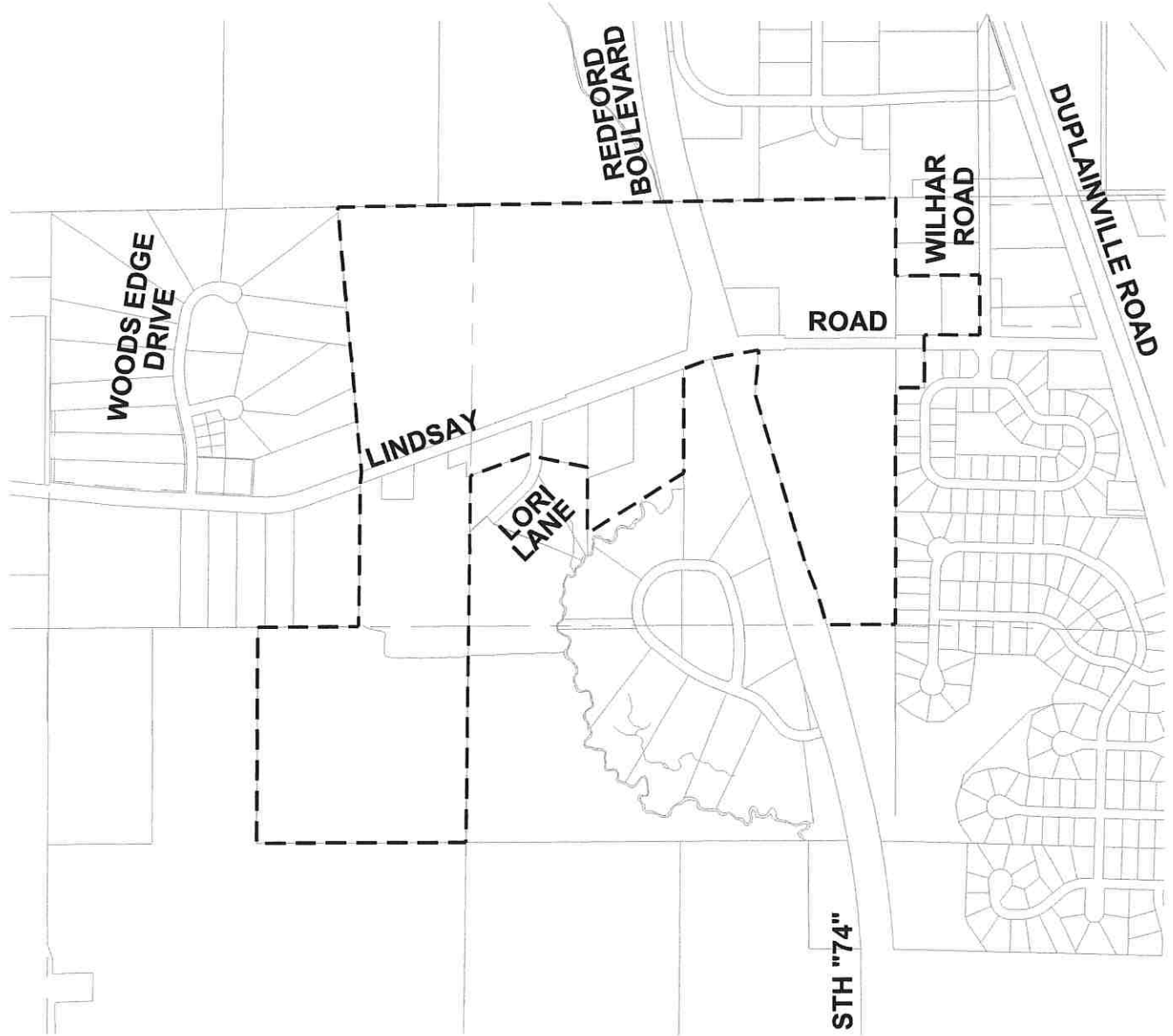
Itasca, IL

[www.ruekert-mielke.com](http://www.ruekert-mielke.com)

**EXHIBIT "1"**

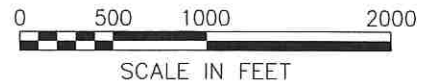
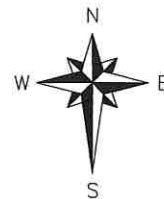
**LINDSAY ROAD WATER MAIN EXTENSION  
ASSESSMENT AREA  
PROJECT WU-15-5241**

**CITY OF PEWAUKEE  
WAUKESHA COUNTY, WISCONSIN**



**LEGEND**

--- WATER MAIN ASSESSMENT  
AREA BOUNDARY



DATE: AUGUST 12, 2015

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SOURCE: RUEKERT & MIELKE, INC  
BASEMAP SOURCE: SEWRPC





September 10, 2018  
Prepared August 28, 2018

SCHEDULE C  
FINAL ASSESSMENT ROLL  
LINDSAY WATER MAIN EXTENSION  
WU-15-5241

CITY OF PEWAUKEE

NO.	OWNERS NAME AND ADDRESS	TAX KEY NO.	DESCRIPTION	UNIT	COST/UNIT	COST	ASSESSMENT COST	TOTAL ASSESSMENT
1	JONATHON A BEFUS N45W22955 LINDSAY RD PEWAUKEE WI 53072	PWC 0866994	Water Main Water Service - 1 1/4"	1.00 1.00	\$4,670.42 \$6,863.51	\$4,670.42 \$6,863.51	\$4,670.42 \$6,863.51	\$11,533.93
2	KUHLMAN ENTERPRISES INC N56W16865 RIDGEWOOD DR STE 100 MENOMONEE FALLS WI 53051	PWC 0866996002	Water Main Water Main (Deferred)	1.00 2.00	\$4,670.42 \$4,670.42	\$4,670.42 \$9,340.84	\$4,670.42 \$9,340.84	\$4,670.42 \$9,340.84
3	KUHLMAN ENTERPRISES INC N56W16865 RIDGEWOOD DR STE 100 MENOMONEE FALLS WI 53051	PWC 0866996003	Water Main Water Main (Deferred)	1.00 2.00	\$4,670.42 \$4,670.42	\$4,670.42 \$9,340.84	\$4,670.42 \$9,340.84	\$4,670.42 \$9,340.84
4	THOMAS J REDMOND REVOCABLE TRUST OF 1995 W240N3065 PEWAUKEE RD PEWAUKEE WI 53072	PWC 0869995	Water Main	1.00	\$4,670.42	\$4,670.42	\$4,670.42	\$4,670.42
5	LAZYNSKI-MORRIS CORPORATION PO BOX 651 PEWAUKEE WI 53072	PWC 0869996	Water Main Water Service - 8" Water Main (Deferred)	1.00 2.00 45.00	\$4,670.42 \$9,656.42 \$4,670.42	\$4,670.42 \$19,312.84 \$210,168.90	\$4,670.42 \$19,312.84 \$210,168.90	\$23,983.26 \$210,168.90
6	PETER M LAPER & CYNTHIA J LAPER N46W23355 LINDSAY RD PEWAUKEE WI 53072	PWC 0869997001	Water Main Water Service - 1 1/4" Water Main (Deferred)	1.00 1.00 2.00	\$4,670.42 \$6,863.51 \$4,670.42	\$4,670.42 \$6,863.51 \$9,340.84	\$4,670.42 \$6,863.51 \$9,340.84	\$11,533.93 \$11,533.93
7	RYAN M SAMBS N46W23423 LINDSAY RD PEWAUKEE WI 53072	PWC 0869997003	Water Main Water Service - 1 1/4" Water Main (Deferred)	1.00 1.00 2.00	\$4,670.42 \$6,863.51 \$4,670.42	\$4,670.42 \$6,863.51 \$9,340.84	\$4,670.42 \$6,863.51 \$9,340.84	\$11,533.93 \$9,340.84
8	JAMES PEEFFERLE & BOBBI PEEFFERLE N46W23347 LINDSAY RD PEWAUKEE WI 53072	PWC 0869997006	Water Main Water Service - 1 1/4"	1.00 1.00	\$4,670.42 \$6,863.51	\$4,670.42 \$6,863.51	\$4,670.42 \$6,863.51	\$11,533.93
9	LINDSAY ROAD LLC & MIEROW LINDSAY LLC PO BOX 2162 BROOKFIELD WI 53008	PWC 0869999001	Water Main Water Main (Deferred)	1.00 10.00	\$4,670.42 \$4,670.42	\$4,670.42 \$46,704.20	\$4,670.42 \$46,704.20	\$4,670.42

September 10, 2018  
Prepared August 28, 2018

SCHEDULE C  
FINAL ASSESSMENT ROLL  
LINDSAY WATER MAIN EXTENSION  
WU-15-5241

CITY OF PEWAUKEE

NO.	OWNERS NAME AND ADDRESS	TAX KEY NO.	DESCRIPTION	UNIT	COST/UNIT	COST	ASSESSMENT COST	TOTAL ASSESSMENT
10	CITY OF PEWAUKEE PEWAUKEE SPORTS COMPLEX W240N3065 PEWAUKEE RD PEWAUKEE WI 53072	PWC 0869999002	Water Main Water Service - 2" Water Service - 6" Water Main (Deferred)	1.00 1.00 1.00 4.00	\$4,670.42 \$2,908.46 \$2,445.58 \$4,670.42	\$4,670.42 \$2,908.46 \$2,445.58 \$18,681.68	\$4,670.42 \$2,908.46 \$2,445.58 \$18,681.68	\$10,024.46
11	WILLIAM NETTESHEIM & ALICE NETTESHEIM N45W23467 LINDSAY RD PEWAUKEE WI 53072	PWC 0869998002	Water Main Water Service - 1 1/4" Water Main (Deferred)	1.00 1.00 2.00	\$4,670.42 \$6,863.51 \$4,670.42	\$4,670.42 \$6,863.51 \$9,340.84	\$4,670.42 \$6,863.51 \$9,340.84	\$11,533.93 \$9,340.84
12	SAMUEL D JOHNS & ELIZABETH A JOHNS N45W23587 LINDSAY RD PEWAUKEE WI 53072	PWC 0870997	Water Main Water Service - 1 1/4" Water Main (Deferred)	1.00 1.00 1.00	\$4,670.42 \$6,863.51 \$4,670.42	\$4,670.42 \$6,863.51 \$4,670.42	\$4,670.42 \$6,863.51 \$4,670.42	\$11,533.93
13	ALICE NETTESHEIM REVOCABLE TRUST & ROBERT NETTESHEIM N45W23467 LINDSAY RD PEWAUKEE WI 53072	PWC 0870998003	Water Main Water Service - 1 1/4"	1.00 1.00	\$4,670.42 \$6,863.51	\$4,670.42 \$6,863.51	\$4,670.42 \$6,863.51	\$11,533.93
14	WILLIAM NETTESHEIM & ROBERT NETTESHEIM ET AL N45W23467 LINDSAY RD PEWAUKEE WI 53072	PWC 0870998004	Water Main Water Main (Deferred)	1.00 40.00	\$4,670.42 \$4,670.42	\$4,670.42 \$186,816.80	\$4,670.42 \$186,816.80	\$4,670.42
TOTAL CONTRIBUTION IN AID OF WATER MAIN CONSTRUCTION				14.00				\$186,816.80
TOTAL CONTRIBUTION IN AID OF 1 1/4" WATER SERVICE CONSTRUCTION				7.00				\$65,385.88
TOTAL CONTRIBUTION IN AID OF 2" WATER SERVICE CONSTRUCTION				1.00				\$48,044.57
TOTAL CONTRIBUTION IN AID OF 6" WATER SERVICE CONSTRUCTION				1.00				\$2,908.46
TOTAL CONTRIBUTION IN AID OF 8" WATER SERVICE CONSTRUCTION				2.00				\$2,445.58
TOTAL CONTRIBUTION IN AID OF WATER MAIN CONSTRUCTION (Deferred)				110.00				\$19,312.84
								\$513,746.20

\*\*\*Deferred units are estimates and will vary depending on any actual development of the parcels.\*\*\*

The properties against which contributions in aid of construction are proposed are benefited and the improvements constitute an exercise in Police Powers.

**RESOLUTION 18-09-17**

**FINAL RESOLUTION LEVYING  
SPECIAL ASSESSMENTS FOR LINDSAY ROAD  
WATER MAIN EXTENSION AND APPURTENANCES  
(PURSUANT TO SECTION 66.0703, WISCONSIN STATUTES)**

WHEREAS, the Common Council has adopted a special assessment policy in regard to improvement of all water mains, water services, and related facilities; and,

WHEREAS, the Common Council of the City of Pewaukee did authorize previously the cost of the water main extension and appurtenances of Lindsay Road; and,

WHEREAS, the Common Council of the City of Pewaukee, Waukesha County, Wisconsin held a public hearing at City Hall Common Council Chambers, located at W240N3065 Pewaukee Road, Pewaukee, WI at 6:00 pm on the 31<sup>st</sup> day of August, 2015 to receive comments from those property owners directly affected by such improvements; and,

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Common Council of the City of Pewaukee, to adopt this resolution as follows:

1. That the final report prepared by the City Engineer dated August 28, 2018, is hereby adopted and made a part of this resolution.
2. That the total cost of said improvement of \$907,272.11 including engineering and contingency fees, be paid by assessing the cost to the properties benefited as indicated in said report and based upon the adopted special assessment policies of the City of Pewaukee.
3. That the benefit shown on the report, as modified, is true and correct and has been determined on a reasonable basis and is hereby confirmed.
4. That this assessment is an exercise of the policy power of the City of Pewaukee and have been determined on a reasonable basis and will result in a benefit to each and every property being assessed.
5. That the Common Council has previously determined that the bid for the water main extension within Lindsay Road of Vinton Construction Company based on the lowest qualified bid be accepted and that contract was thereupon let to said bidder in the bid amount of \$645,642.77.
6. That the payment for the debt incurred for the water main be made by assessing the cost to the property benefited and on the following terms and conditions:

- a. **Water Main and Service Assessment:**
- i. All of the area to be served by the Lindsay Road Local Water Main is hereby assessed a local water assessment at the rate of \$4,670.42 per residential equivalent connection (unit), a 1 ¼" water service at the rate of \$6,863.51 per unit, a 2" water service at the rate of \$2,908.46 each, a 6" water service at the rate of \$2,445.58 each, and an 8" water service at the rate of \$9,656.42 each.
  - ii. Payment is due upon connection, rezoning, subdivision, or time of sale of the property. Payments may be made in 10 annual installments on the end of year tax bill with annual interest of 3.95% accruing on any unpaid balance beginning at the time of connection.
  - iii. There are no mandatory connection periods for existing structures.
  - iv. There exists the potential for future REC's within the local water assessment area. Additional REC's may become payable at the then applicable rate should the number of units utilized increase at the time of or following connection to the municipal water system. A decrease in units will not result in a refund to the property owner after initial payment is made.
7. That the City Clerk shall publish this Final Resolution as a Class 1 Notice in the area upon which this assessment is levied and shall mail a copy of this Resolution and a statement of the final assessment against the benefited properties to each property owner who appears on the assessment roll, whose post office address is known or can, with reasonable diligence, be ascertained. In the notice published and mailed, a map shall be enclosed and shall be published and mailed with the notice as will reasonably describe the area upon which this assessment is being levied. This assessment is levied upon all properties within the project area having direct or indirect access to Lindsay Road water main. Each of said property owners shall be assessed in accordance with the Engineer's Report.

This Final Resolution passed and adopted this 10<sup>th</sup> day of September, 2018.

CITY OF PEWAUKEE

ATTEST:

\_\_\_\_\_  
Steve Bierce, Mayor

\_\_\_\_\_  
Kelly Tarczewski, Clerk/Treasurer



**CITY OF PEWAUKEE  
COMMON COUNCIL AGENDA ITEM 19.**

**DATE:** September 10, 2018

**DEPARTMENT:** PW - Engineering

**PROVIDED BY:** Jeffrey Weigel, Public Works Dir. & City Eng.; Maggie Wagner Assist. City Eng.

***SUBJECT:***

Discussion and Possible Approval of **Resolution 18-09-18** Approving the Engineer's Report and Finalizing the Special Assessments for the Rehabilitation of Swan Road and Water Main Extension [Weigel]

***BACKGROUND:***

In 2014 the Common Council conducted the Public Hearing and awarded the contract for the paving and water main extension for Swan Road.

***FINANCIAL IMPACT:***

The requested action finalizes the special assessments and attendant Engineer's Report.

***RECOMMENDED MOTION:***

Common Council adopts Resolution 18-09-18 finalizing the special assessments and Engineer's Report for the Swan Road paving and water main extension project.

**ATTACHMENTS:**

Description

Swan Road Paving and Water Main final Eng. Report

Resolution 18.09.18

Final Report of the Engineer  
On The Proposed Swan Road  
Pavement Rehabilitation and Water Main Extension Assessments  
In The City of Pewaukee

In accordance with the resolution passed by the City Council of the City of Pewaukee, we herewith submit our report on assessments for the rehabilitation Swan Road pavement, Swan Road water main extension, and drainage improvements made in the City of Pewaukee. All data shown here is based on actual quantities and bid prices.

This report consists of the following schedules:

- Schedule "A": Summary of options for assessments and related costs.
- Schedule "B": Legal descriptions, dated August 2016, and maps, dated August 2016, of all parcels within the assessment district.
- Schedule "C": Final assessment for each parcel affected.

The properties against which the assessments are levied are benefited and the improvements constitute an exercise of Police Powers.

Jeffrey L. Weigel, P.E.  
Public Works Director/City Engineer  
City of Pewaukee  
W240N3065 Pewaukee Road  
Pewaukee, WI 53072  
September 10, 2018

Prepared by:  
Magdelene J. Wagner, P.E.  
Assistant City Engineer  
August 28, 2018

### Schedule "A" – Swan Road Road Rehabilitation and Water Main Extension

The City of Pewaukee has completed the pavement rehabilitation of Swan Road from Pewaukee Road to the City Limits and the water main extension in Swan Road from Broken Hill Boulevard to Lindsay Road. The improvements consist of road rehabilitation, drainage improvements, water main extension, and related facilities.

The cost of the road improvements will be apportioned to all property abutting the street with direct or indirect access. The City of Pewaukee shall cap the road assessments to the single family, duplex residential, and residential condominium properties.

The cost of the water main extension will apportioned to all property with access to the water main.

Drainage improvements will be paid by the Storm Water Management Utility.

It is recommended the costs for improvements be determined on a unit basis.

### **UNIT RATE COMPUTATIONS**

#### Road Rehabilitation Unit Rate – Swan Road

Road Reconstruction Costs (see attached breakdown)				\$490,811.53
Engineering, Administration, & Contingencies				\$96,837.07
Total Road Reconstruction Assessable Cost				\$587,648.60

$$\boxed{\$587,648.60} \div \boxed{284} = \boxed{\$2,069.19} \text{ /unit}$$

Use \$ \$2,069.19 as the Road Rehabilitation Unit Rate<sup>1</sup>.

<sup>1</sup>A maximum assessment of \$2,284.00 (2014 Pavement Cap) will be assessed to single family, duplex, and condominium residential properties. Please note the unit cost did not exceed the cap.

#### Storm Water Management – Swan Road

Drainage Improvement Costs (see attached breakdown)				\$156,858.78
Engineering, Administration, & Contingencies				\$30,948.22
Total Drainage Improvement Costs				\$187,807.00

#### Water Utility – 8" Water Main

8-inch Equivalent Water Main Costs (see attached breakdown)				\$742,408.77
Engineering, Administration, & Contingencies				\$146,477.18
Total Water Main Assessable Cost				\$888,885.95

Water Utility – 1 ¼” Water Service

1 1/4 Inch Water Service Costs (see attached breakdown)			\$93,103.00
Engineering, Administration, & Contingencies			\$18,369.21
Total 1 1/4 Inch Water Service Assessable Cost			\$111,472.21

Water Utility - 1 ½” Water Service

1 1/2 Inch Water Service Costs (see attached breakdown)			\$1,431.00
Engineering, Administration, & Contingencies			\$282.34
Total 1 1/2 Inch Water Service Assessable Cost			\$1,713.34

**COST SUMMARY**

Cost Summary

Total Project Costs			\$1,924,935.56
Total Water Main Assessable Costs (deduct)			\$117,993.60
Total Water Main Assessable Costs - Deferred (deduct)			\$770,891.52
Total Non-assessable and Water Utility Cost (deduct)			\$147,409.29
Total Water Service Assessable Costs (deduct)			\$113,185.54
Total Storm Water Utility Costs (deduct)			\$187,807.00
Total Road Reconstruction Assessable Costs (deduct)			\$84,836.79
Net Non-assessable and City Costs			\$502,811.82



Computation of Costs

Total Rehabilitation and Water Main Extension Project Costs

<u>Item</u> <u>No.</u>	<u>Description</u>	<u>Unit</u>	<u>Final</u> <u>Quantity</u>	<u>Bid Unit</u> <u>Price</u>	<u>Cost</u>
1	Mobilization	L.S.	1.00	\$2,000.00	\$2,000.00
2	Detour and Traffic Control	L.S.	1.00	\$10,000.00	\$10,000.00
3	Pavement Pulverizing, Shaping, and Grading	S.Y.	19,332	\$1.50	\$28,998.00
4	Excavation below subgrade	C.Y.	142.96	\$12.80	\$1,829.89
5	Excavation below subgrade backfill	TON	295.82	\$11.40	\$3,372.35
7	Crushed aggregate shoulders	TON	643.31	\$20.00	\$12,866.20
8	4 1/4 inch asphaltic concrete binder course	TON	4,893.59	\$43.60	\$213,360.52
9	1 3/4 inch asphaltic concrete surface course	TON	2,012.54	\$49.20	\$99,016.97
10	Tack Coat	GAL.	700	\$4.00	\$2,800.00
11	High early strength concrete driveway replacement - 6"	S.F.	565	\$7.00	\$3,955.00
12	Asphalt driveway replacement - 3"	S.F.	12,141	\$3.80	\$46,135.80
13	Gravel or limestone T.B. driveway replacement	S.F.	1,614	\$1.40	\$2,259.60
14	Full Depth Saw Cutting	L.F.	689	\$1.00	\$689.00
15	Pavement marking, 4 inch yellow, epoxy	L.F.	14,841	\$0.30	\$4,452.30
16	Pavement marking, 4 inch white, epoxy	L.F.	14,786	\$0.30	\$4,435.80
17	Pavement marking, stop line, 18 inch white, epoxy	L.F.	59	\$8.00	\$472.00
18	9x14 inch CMPA Culvert	L.F.	202	\$50.00	\$10,100.00
19	12-inch CMP Culvert	L.F.	444	\$49.00	\$21,756.00
20	15 inch CMP Culvert	L.F.	522	\$51.00	\$26,622.00
21	18 inch CMP Culvert	L.F.	80	\$55.00	\$4,400.00
22	9x14 inch CMPA Apron End Section	EA.	8	\$160.00	\$1,280.00
23	12-inch CMP Apron End Section	EA.	26	\$160.00	\$4,160.00
24	15 inch CMP Apron End Section	EA.	30	\$155.00	\$4,650.00
25	18 inch CMP Apron End Section	EA.	4	\$190.00	\$760.00
27	14"x23" HERCP CL-IV Culvert w/ concrete cap	L.F.	96	\$130.00	\$12,480.00
29	14"x23" HERCP Apron End Section	EA.	5	\$550.00	\$2,750.00
30	48-inch storm sewer catch basin/manhole w/ frame and grate	V.F.	2.43	\$500.00	\$1,215.00
31	Ditch Grading	L.F.	2,580	\$16.00	\$41,280.00
32	12-inch water main w/ granular backfill	L.F.	4,841	\$96.00	\$464,736.00
33	12-inch water main - directionally drilled (STA 15+75 to STA 21+25)	L.F.	566	\$190.00	\$107,540.00
34	12-inch water main - directionally drilled (STA 27+75 to STA 32+75)	L.F.	483	\$180.00	\$86,940.00
35	12 inch water main valve	EA.	16	\$3,300.00	\$52,800.00
38	6-inch water main valve	EA.	1	\$1,350.00	\$1,350.00
39	Air release assembly	EA.	3	\$1,750.00	\$5,250.00
40	Hydrant Assembly	EA.	15	\$5,000.00	\$75,000.00

Total Rehabilitation and Water Main Extension Project Costs – Continued

<u>Item No.</u>	<u>Description</u>	<u>Unit</u>	<u>Final Quantity</u>	<u>Bid Unit Price</u>	<u>Cost</u>
41	6-inch hydrant lead	L.F.	118.1	\$82.00	\$9,684.20
42	1 1/4 inch water service with granular backfill	L.F.	595.5	\$78.00	\$46,449.00
43	1 1/4 inch water service with spoil backfill	L.F.	559.5	\$60.00	\$33,570.00
44	1 1/4 inch tap, saddle, and corporation valve	EA.	28	\$230.00	\$6,440.00
45	1 1/4 inch curb valve and box	EA.	28	\$230.00	\$6,440.00
46	water main pipe insulation	L.F.	56	\$12.00	\$672.00
47	Tree removal	I.D.	2,790	\$21.00	\$58,590.00
48	Clearing and Grubbing	STA.	1	\$690.00	\$690.00
49	Tree Trimming	Hour	27	\$200.00	\$5,400.00
50	Topsoil, seed, fertilizer, and mulch	S.Y.	7,864.38	\$3.00	\$23,593.14
51	Topsoil, seed, fertilizer, and Erosion matting Class 1, Type B	S.Y.	3,004.56	\$4.00	\$12,018.24
54	Erosion control rolls	EA.	30	\$70.00	\$2,100.00
55	Silt Fence	L.F.	714	\$4.00	\$2,856.00
56	Inlet sediment guard	EA.	4	\$100.00	\$400.00
		1000			
57	Dust control using water	GAL	15	\$25.00	\$375.00
59	Remove and reset mailbox	EA.	30	\$125.00	\$3,750.00
60	Job site sign and permit posting	L.S.	1	\$1,000.00	\$1,000.00
MA-E1	MGS Guardrail	L.F.	200	\$30.00	\$6,000.00
MA-E2	MGS Guardrail Terminal	EA.	4	\$3,500.00	\$14,000.00
MA-G1	Temporary seed and mulch	S.Y.	353	\$1.00	\$353.00
CO2	Erosion Bales	EA.	150	\$15.00	\$2,250.00
CO2	Rock Excavation	CY	51.87	\$120.00	\$6,224.40
CO2	1 1/2 Inch Water Service with spoil backfill	L.F.	11	\$61.00	\$671.00
CO2	1 1/2 Inch Tap, Saddle, and Corporation Valve	EA.	1	\$380.00	\$380.00
CO2	1 1/2 Inch Curb Box and Valve	EA.	1	\$380.00	\$380.00
CO2	2 1/2 Foot Hydrant Extension	L.S.	1	\$950.00	\$950.00
CO2	Guard Rail Type Change	L.S.	1	-\$824.00	-\$824.00
CO2	Cap 6 Inch Water Service	L.S.	1	\$1,606.08	\$1,606.08
	Subtotal of Contract				\$1,607,730.49
	Engineering, Administration, & Contingencies				\$317,205.07
	Total Project Costs				\$1,924,935.56

Total Road Rehabilitation & Assessment Costs – Swan Road

<u>Item</u> <u>No.</u>	<u>Description</u>	<u>Unit</u>	<u>Final</u> <u>Quantity</u>	<u>Bid Unit</u> <u>Price</u>	<u>Cost</u>
1	Mobilization	L.S.	0.31	\$2,000.00	\$610.34
2	Detour and Traffic Control	L.S.	0.31	\$10,000.00	\$3,051.71
3	Pavement Pulverizing, Shaping, and Grading	S.Y.	19,332	\$1.50	\$28,998.00
4	Excavation below subgrade	C.Y.	142.96	\$12.80	\$1,829.89
5	Excavation below subgrade backfill	TON	295.82	\$11.40	\$3,372.35
7	Crushed aggregate shoulders	TON	643.31	\$20.00	\$12,866.20
8	4 1/4 inch asphaltic concrete binder course	TON	4,893.59	\$43.60	\$213,360.52
9	1 3/4 inch asphaltic concrete surface course	TON	2,012.54	\$49.20	\$99,016.97
10	Tack Coat	GAL.	700	\$4.00	\$2,800.00
11	High early strength concrete driveway replacement - 6"	S.F.	565	\$7.00	\$3,955.00
12	Asphalt driveway replacement - 3"	S.F.	12,141	\$3.80	\$46,135.80
13	Gravel or limestone T.B. driveway replacement	S.F.	1,614	\$1.40	\$2,259.60
14	Full Depth Saw Cutting	L.F.	689	\$1.00	\$689.00
15	Pavement marking, 4 inch yellow, epoxy	L.F.	14,841	\$0.30	\$4,452.30
16	Pavement marking, 4 inch white, epoxy	L.F.	14,786	\$0.30	\$4,435.80
17	Pavement marking, stop line, 18 inch white, epoxy	L.F.	59	\$8.00	\$472.00
47	Tree removal	I.D.	1,695.88	\$21.00	\$35,613.48
50	Topsoil, seed, fertilizer, and mulch	S.Y.	3,942.19	\$3.00	\$11,826.57
		1000			
57	Dust control using water	GAL	15	\$25.00	\$375.00
59	Remove and reset mailbox	EA.	30	\$125.00	\$3,750.00
60	Job site sign and permit posting	L.S.	1	\$1,000.00	\$1,000.00
MA-E1	MGS Guardrail	L.F.	100	30	\$3,000.00
MA-E2	MGS Guardrail Terminal	EA.	2	3500	\$7,000.00
MA-G1	Temporary seed and mulch	S.Y.	353	\$1.00	\$353.00
CO2	Guard Rail Type Change	L.S.	0.5	-\$824.00	-\$412.00
	Subtotal of Contract				\$490,811.53
	Engineering, Administration, & Contingencies				\$96,837.07
	Total Project Costs				\$587,648.60

Total Potential Units abutting the Road = 284 units

Computation of Unit Cost  $\frac{\$587,648.60}{284} = \$2,069.19/\text{unit}$

Use \$ 2,069.19 as the Road Rehabilitation Unit Rate<sup>1</sup>.

<sup>1</sup>A maximum assessment of \$2,284.00 (2014 Pavement Cap) will be assessed to single family, duplex, and condominium residential properties.

Total Water Main Extension Cost

<u>Item</u> <u>No.</u>	<u>Description</u>	<u>Unit</u>	<u>Final</u> <u>Quantity</u>	<u>Bid Unit</u> <u>Price</u>	<u>Cost</u>
1	Mobilization	L.S.	0.60	\$2,000.00	\$1,202.74
2	Detour and Traffic Control	L.S.	0.60	\$10,000.00	\$6,013.67
32	12-inch water main w/ granular backfill	L.F.	4,841	\$96.00	\$464,736.00
33	12-inch water main - directionally drilled (STA 15+75 to STA 21+25)	L.F.	566	\$190.00	\$107,540.00
34	12-inch water main - directionally drilled (STA 27+75 to STA 32+75)	L.F.	483	\$180.00	\$86,940.00
35	12 inch water main valve	EA.	16	\$3,300.00	\$52,800.00
38	6-inch water main valve	EA.	1	\$1,350.00	\$1,350.00
39	Air release assembly	EA.	3	\$1,750.00	\$5,250.00
40	Hydrant Assembly	EA.	15	\$5,000.00	\$75,000.00
41	6-inch hydrant lead	L.F.	118.1	\$82.00	\$9,684.20
46	water main pipe insulation	L.F.	39	\$12.00	\$468.00
47	Tree removal	I.D.	1,094.12	\$21.00	\$22,976.52
48	Clearing and Grubbing	STA.	1	\$690.00	\$690.00
49	Tree Trimming	Hour	27	\$200.00	\$5,400.00
50	Topsoil, seed, fertilizer, and mulch	S.Y.	3,922.19	\$3.00	\$11,766.57
54	Erosion control rolls	EA.	15	\$70.00	\$1,050.00
55	Silt Fence	L.F.	357	\$4.00	\$1,428.00
56	Inlet sediment guard	EA.	2	\$100.00	\$200.00
CO2	Erosion Bales	EA.	150	\$15.00	\$2,250.00
CO2	Rock Excavation	CY	51.87	\$120.00	\$6,224.40
CO2	2 1/2 Foot Hydrant Extension	L.S.	1	\$950.00	\$950.00
CO2	Cap 6 Inch Water Service	L.S.	1	\$1,606.08	\$1,606.08
	Subtotal of Contract				\$865,526.18
	Engineering, Administration, & Contingencies				\$170,768.23
	Total Project Costs				\$1,036,294.41



Total Water Main Extension & Assessable Costs – 8 inch Equivalent

<u>Item No.</u>	<u>Description</u>	<u>Unit</u>	<u>Final Quantity</u>	<u>Bid Unit Price</u>	<u>Cost</u>
1	Mobilization	L.S.	0.51	\$2,000.00	\$1,020.00
2	Detour and Traffic Control	L.S.	0.51	\$10,000.00	\$5,100.00
32	8-inch water main w/ granular backfill-equivalent	L.F.	4,841	\$80.00	\$387,280.00
33	8-inch water main - directionally drilled (STA 15+75 to STA 21+25) - equivalent	L.F.	566	\$175.00	\$99,050.00
34	8-inch water main - directionally drilled (STA 27+75 to STA 32+75) - equivalent	L.F.	483	\$155.00	\$74,865.00
35	8 inch water main valve - equivalent	EA.	16	\$1,800.00	\$28,800.00
38	6-inch water main valve	EA.	1	\$1,350.00	\$1,350.00
39	Air release assembly	EA.	3	\$1,750.00	\$5,250.00
40	Hydrant Assembly	EA.	15	\$5,000.00	\$75,000.00
41	6-inch hydrant lead	L.F.	118.10	\$82.00	\$9,684.20
46	water main pipe insulation	L.F.	39	\$12.00	\$468.00
47	Tree removal	I.D.	1,094.12	\$21.00	\$22,976.52
48	Clearing and Grubbing	STA.	1	\$690.00	\$690.00
49	Tree Trimming	Hour	27	\$200.00	\$5,400.00
50	Topsoil, seed, fertilizer, and mulch	S.Y.	3,922.19	\$3.00	\$11,766.57
54	Erosion control rolls	EA.	15	\$70.00	\$1,050.00
55	Silt Fence	L.F.	357	\$4.00	\$1,428.00
56	Inlet sediment guard	EA.	2	\$100.00	\$200.00
CO2	Erosion Bales	EA.	150	\$15.00	\$2,250.00
CO2	Rock Excavation	CY	51.87	\$120.00	\$6,224.40
CO2	2 1/2 Foot Hydrant Extension	L.S.	1	\$950.00	\$950.00
CO2	Cap 6 Inch Water Service	L.S.	1	\$1,606.08	\$1,606.08
	Subtotal of Contract				\$742,408.77
	Engineering, Administration, & Contingencies				\$146,477.18
	Total Project Costs				\$888,885.95

Total Potential Units = 226 units

Computation of Unit Cost  $\frac{\$888,885.95}{226} = \$3,933.12$  /unit

Use \$ 3,933.12 as the Water Main Unit Rate.

Total Water Service Project Cost

<u>Item No.</u>	<u>Description</u>	<u>Unit</u>	<u>Final Quantity</u>	<u>Bid Unit Price</u>	<u>Cost</u>
42	1 1/4 inch water service with granular backfill	L.F.	595.5	\$78.00	\$46,449.00
43	1 1/4 inch water service with spoil backfill	L.F.	559.5	\$60.00	\$33,570.00
44	1 1/4 inch tap, saddle, and corporation valve	EA.	28	\$230.00	\$6,440.00
45	1 1/4 inch curb valve and box	EA.	28	\$230.00	\$6,440.00
46	water main pipe insulation	L.F.	17	\$12.00	\$204.00
CO2	1 1/2 Inch Water Service with spoil backfill	L.F.	11	\$61.00	\$671.00
CO2	1 1/2 Inch Tap, Saddle, and Corporation Valve	EA.	1	\$380.00	\$380.00
CO2	1 1/2 Inch Curb Box and Valve	EA.	1	\$380.00	\$380.00
	Subtotal of Contract				\$94,534.00
	Engineering, Administration, & Contingencies				\$18,651.55
	Total Project Costs				\$113,185.55

Total 1 ¼ Inch Water Service Assessable Costs

<u>Item No.</u>	<u>Description</u>	<u>Unit</u>	<u>Final Quantity</u>	<u>Bid Unit Price</u>	<u>Cost</u>
42	1 1/4 inch water service with granular backfill	L.F.	595.5	\$78.00	\$46,449.00
43	1 1/4 inch water service with spoil backfill	L.F.	559.5	\$60.00	\$33,570.00
44	1 1/4 inch tap, saddle, and corporation valve	EA.	28	\$230.00	\$6,440.00
45	1 1/4 inch curb valve and box	EA.	28	\$230.00	\$6,440.00
46	water main pipe insulation	L.F.	17	\$12.00	\$204.00
	Subtotal of Contract				\$93,103.00
	Engineering, Administration, & Contingencies				\$18,369.21
	Total Project Costs				\$111,472.21

Total Potential Units = 28 units

Computation of Unit Cost  $\frac{\$111,472.21}{28} = \$3,981.15/\text{unit}$

Use \$ 3,981.15 as the 1 ¼ Inch Water Service Unit Rate.

Total 1 ½ Inch Water Service Assessable Costs

<u>Item No.</u>	<u>Description</u>	<u>Unit</u>	<u>Final Quantity</u>	<u>Bid Unit Price</u>	<u>Cost</u>
CO2	1 1/2 Inch Water Service with spoil backfill	L.F.	11	\$61.00	\$671.00
CO2	1 1/2 Inch Tap, Saddle, and Corporation Valve	EA.	1	\$380.00	\$380.00
CO2	1 1/2 Inch Curb Box and Valve	EA.	1	\$380.00	\$380.00
	Subtotal of Contract				\$1,431.00
	Engineering, Administration, & Contingencies				\$282.34
	Total Project Costs				\$1,713.34

Total Potential Units = 1 units

Computation of Unit Cost  $\frac{\$1,713.34}{1} = \$1,713.34/\text{unit}$

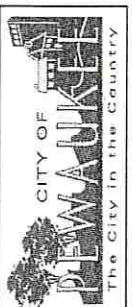
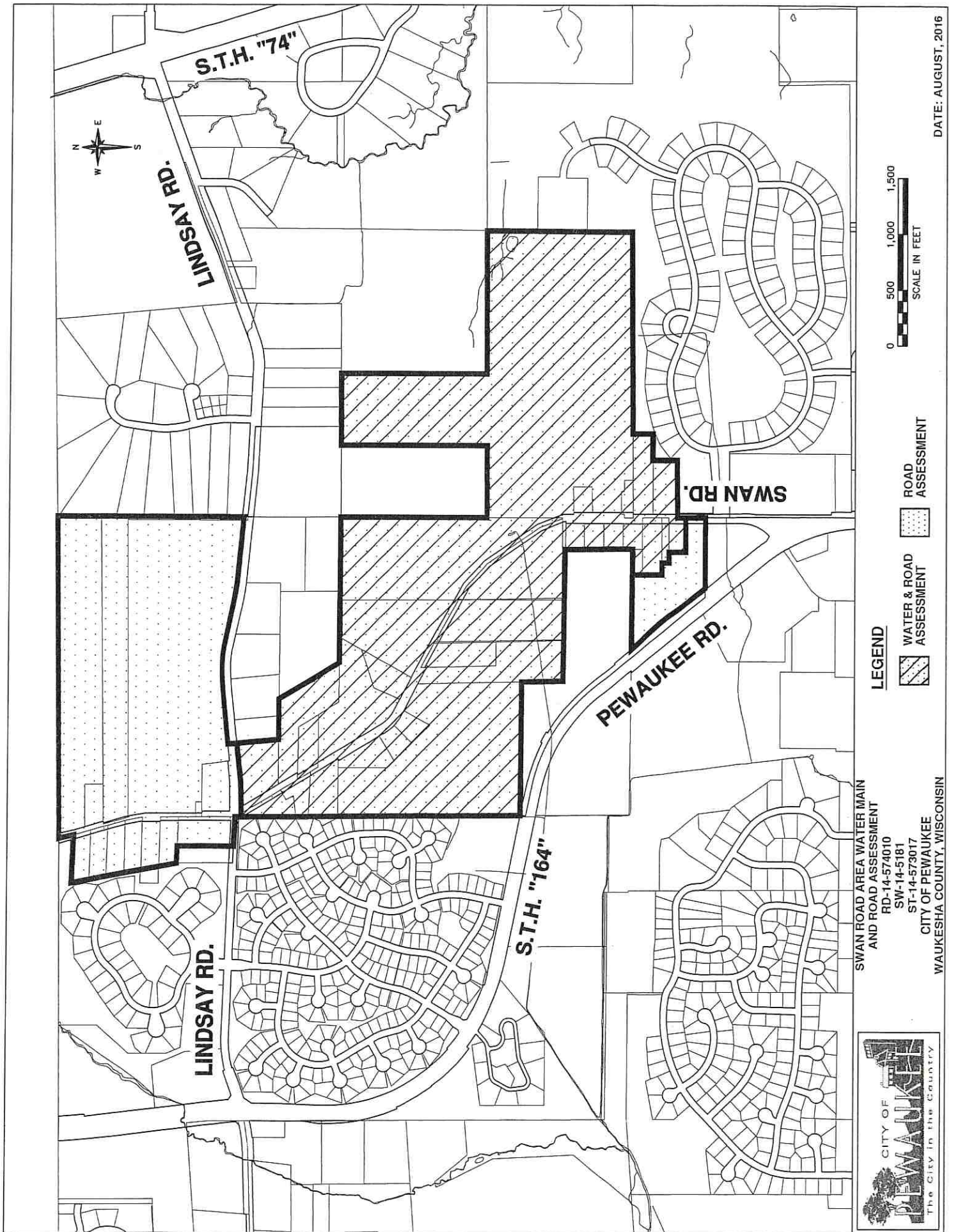
Use \$ 1,713.34 as the 1 ¼ Inch Water Service Unit Rate.

Total Storm Water Utility Costs – Swan Road

<u>Item No.</u>	<u>Description</u>	<u>Unit</u>	<u>Final Quantity</u>	<u>Bid Unit Price</u>	<u>Cost</u>
1	Mobilization	L.S.	0.09	\$2,000.00	\$186.92
2	Detour and Traffic Control	L.S.	0.09	\$10,000.00	\$934.61
18	9x14 inch CMPA Culvert	L.F.	202	\$50.00	\$10,100.00
19	12-inch CMP Culvert	L.F.	444	\$49.00	\$21,756.00
20	15 inch CMP Culvert	L.F.	522	\$51.00	\$26,622.00
21	18 inch CMP Culvert	L.F.	80	\$55.00	\$4,400.00
22	9x14 inch CMPA Apron End Section	EA.	8	\$160.00	\$1,280.00
23	12-inch CMP Apron End Section	EA.	26	\$160.00	\$4,160.00
24	15 inch CMP Apron End Section	EA.	30	\$155.00	\$4,650.00
25	18 inch CMP Apron End Section	EA.	4	\$190.00	\$760.00
27	14"x23" HERCP CL-IV Culvert w/ concrete cap	L.F.	96	\$130.00	\$12,480.00
29	14"x23" HERCP Apron End Section	EA.	5	\$550.00	\$2,750.00
30	48-inch storm sewer catch basin/manhole w/ frame and grate	V.F.	2.43	\$500.00	\$1,215.00
31	Ditch Grading	L.F.	2,580	\$16.00	\$41,280.00
51	Topsoil, seed, fertilizer, and Erosion matting Class 1, Type B	S.Y.	3,004.56	\$4.00	\$12,018.24
54	Erosion control rolls	EA.	15	\$70.00	\$1,050.00
55	Silt Fence	L.F.	357	\$4.00	\$1,428.00
56	Inlet sediment guard	EA.	2	\$100.00	\$200.00
MA-E1	MGS Guardrail	L.F.	100	30	\$3,000.00
MA-E2	MGS Guardrail Terminal	EA.	2	\$3,500.00	\$7,000.00
CO2	Guard Rail Type Change	L.S.	0.5	-\$824.00	-\$412.00
	Subtotal of Contract				\$156,858.78
	Engineering, Administration, &				\$30,948.22
	Total Project Costs				\$187,807.00

Total Storm Water Utility Project Costs – Swan Road = \$187,807.00





SWAN ROAD AREA WATER MAIN  
AND ROAD ASSESSMENT  
RD-14-574010  
SW-14-5181  
ST-14-573017  
CITY OF PEWAUKEE  
WAUKESHA COUNTY, WISCONSIN

**LEGEND**

	WATER & ROAD ASSESSMENT
	ROAD ASSESSMENT

0 500 1,000 1,500  
SCALE IN FEET

DATE: AUGUST, 2016

## Swan Rd. Road Assessment Legal

Commencing at the East  $\frac{1}{4}$  Corner of Section 3, T7N, R19E, thence Along the east line of the SE  $\frac{1}{4}$  of section 3-7-19, S  $0^{\circ}00'31''$ W, 1328.54 Feet; Thence N  $89^{\circ}37'49''$ E 643.34 Feet; Thence N  $0^{\circ}07'54''$ E, 1328.20 feet to a Point in the S. line of the NW  $\frac{1}{4}$  of Section 2-7-19; Thence along said S. line N  $89^{\circ}39'44''$ E, 646.19 Feet; Thence S  $0^{\circ}15'17''$ W, 1327.86 feet; Thence N  $89^{\circ}37'49''$ E, 1286.68 Feet to a Point in the E. line of the SW  $\frac{1}{4}$  of section 2-7-19; Thence along said E. line S  $0^{\circ}30'03''$ W, 1327.21 feet to the SE Corner of the SW  $\frac{1}{4}$  of Section 2-7-19; Thence along the S. line of said SW  $\frac{1}{4}$ , S  $89^{\circ}35'52''$ W, 1805.60 Feet; Thence S  $0^{\circ}24'06''$ E, 181.98 Feet; Thence S  $89^{\circ}48'37''$ W, 239.96 Feet; Thence S  $0^{\circ}24'08''$ E 220.00 Feet; Thence S  $89^{\circ}48'37''$ W, 566.82 Feet to a point in the West R/W line of Swan Rd.; Thence along said R/W line, S  $0^{\circ}20'36''$ E, 260.65 Feet; Thence N  $89^{\circ}56'36''$ W along the S. line of lot 1 of C.S.M. #6165, 579.36 Feet to a point in the E. R/W line of Pewaukee Rd.; Thence along said E. R/W line, N  $39^{\circ}07'41''$ W, 224.58 Feet; Thence continuing along said R/W line, N  $35^{\circ}24'33''$ W, 200.42 Feet; Thence continuing along said R/W line, N  $39^{\circ}07'41''$ W, 100.00 Feet; Thence continuing along said R/W line, N  $43^{\circ}30'44''$ W, 300.88 Feet; Thence continuing along said R/W line, N  $39^{\circ}07'41''$ W, 48.27 Feet to a point in the S. line of the SE  $\frac{1}{4}$  of Section 3-7-19; Thence along said S. line S  $89^{\circ}28'26''$ E, 904.00 Feet to a point in the W. line of C.S.M. # 847; Thence along said W. line N  $0^{\circ}20'19''$ W, 612.14 Feet; Thence N  $89^{\circ}09'49''$ W, 1187.77 Feet; Thence N  $01^{\circ}12'26''$ W, 373.67 feet to the SE corner of C.S.M. #1602; Thence along the S. line of said C.S.M, N  $89^{\circ}36'36''$ W, 1192.95 Feet to a point in the W. line of the SE  $\frac{1}{4}$  of Section 3-7-19; Thence along said W. line, N  $0^{\circ}25'41''$ W, 1652.81 Feet to the Center of Section 3-7-19; Thence along the E. line of the NW  $\frac{1}{4}$  of Section 3-7-19, N  $0^{\circ}12'10''$ W, 911.02 Feet to the S. R/W line of Lindsey Rd.; Thence along said S. R/W line N  $87^{\circ}38'00''$ W, 260.77 Feet; Thence N  $0^{\circ}12'00''$ W, 526.89 Feet; Thence N  $87^{\circ}46'10''$ W, 150.00 feet to a point in the E. line of "The Oaks" Subdivision; Thence along said E. line, N  $10^{\circ}38'03''$ W, 965.89 Feet; Thence S  $87^{\circ}21'11''$ E, 387.55 Feet to a point in the W. R/W line of Swan Rd.; Thence along said W. R/W line, N  $16^{\circ}03'00''$ W, 134.08 Feet to a point in the N. line of the NW  $\frac{1}{4}$  of Section 3-7-19; Thence along said N. line N  $89^{\circ}35'40''$ E, 32.32 feet to the S.  $\frac{1}{4}$  Corner of Section 34-8-19; Thence along the S. line of the SE  $\frac{1}{4}$  of Section 34-8-19, N  $89^{\circ}22'21''$ E, 2640.79 feet To the SE Corner of the SE  $\frac{1}{4}$  of 34-8-19; Thence along the N. line of the NE  $\frac{1}{4}$  of Section 3-7-19, N  $89^{\circ}01'48''$ E, 262.71 Feet to the NE Corner NE  $\frac{1}{4}$  of Section 3-7-19; Thence along the E. line of said NE  $\frac{1}{4}$ , S  $0^{\circ}10'56''$ W, 1679.68 Feet to a point in the N. R/W line of Lindsey Rd.; Thence along said N. R/W line, N  $84^{\circ}12'00''$ W, 510.71 Feet; Thence along said N. R/W line 313.43 Feet along the arc of a curve of Radius, 2581.53 Feet whose Center is to the North whose Chord Bears N  $80^{\circ}52'22''$ W, 313.24 Feet; Thence continuing along said N. R/W, N  $77^{\circ}23'41''$ W, 334.13 Feet; Thence continuing along said N. R/W line 212.64 Feet along the arc of a curve of Radius 919.27 feet whose center is to the South whose Chord Bears N  $84^{\circ}01'17''$ W, 212.17 Feet; Thence continuing along said N. R/W line 248.47 along the arc of a curve of Radius 2520.42 Feet, whose Center is to the South whose Chord Bears S  $86^{\circ}46'25''$ W, 248.36 Feet; Thence continuing along said N. R/W line S  $83^{\circ}48'06''$ W, 438.99 Feet to a point of Extension of the East line of Lot 1 of C.S.M. # 2354; Thence along said E. line S  $05^{\circ}15'00''$ E, 463.57 to the SE corner of said Lot 1 C.S.M. #2354; Thence along the South line of C.S.M. # 2354 S  $89^{\circ}47'33''$ E, 362.55 Feet to the NE corner of Parcel 4 C.S.M. # 2581; Thence along the East line of said Parcel 4, S  $30^{\circ}23'53''$ E, 632.64 Feet to a point in the South line of the NE  $\frac{1}{4}$  of Section 3-7-19; Thence along said S. line, S  $89^{\circ}47'34''$ E, 1310.99 Feet to the point of commencement. Being in the City of Pewaukee, Waukesha County, Wisconsin.



## Swan Rd. Water Assessment Legal

Commencing at the East  $\frac{1}{4}$  Corner of Section 3, T7N, R19E, thence Along the east line of the SE  $\frac{1}{4}$  of section 3-7-19, S  $0^{\circ}00'31''$ W, 1328.54 Feet; Thence N $89^{\circ}37'49''$ E 643.34 Feet; Thence N $0^{\circ}07'54''$ E, 1328.20 feet to a Point in the S. line of the NW  $\frac{1}{4}$  of Section 2-7-19; Thence along said S. line N $89^{\circ}39'44''$ E, 646.19 Feet; Thence S $0^{\circ}15'17''$ W, 1327.86 feet; Thence N $89^{\circ}37'49''$ E, 1286.68 Feet to a Point in the E. line of the SW  $\frac{1}{4}$  of section 2-7-19; Thence along said E. line S $0^{\circ}30'03''$ W, 1327.21 feet to the SE Corner of the SW  $\frac{1}{4}$  of Section 2-7-19; Thence along the S. line of said SW  $\frac{1}{4}$ , S $89^{\circ}35'52''$ W, 1805.60 Feet; Thence S $0^{\circ}24'06''$ E, 181.98 Feet; Thence S $89^{\circ}48'37''$ W, 239.96 Feet; Thence S $0^{\circ}24'08''$ E 220.00 Feet; Thence S $89^{\circ}48'37''$ W, 566.82 Feet to a point in the West R/W line of Swan Rd.; Thence along said R/W line, S $0^{\circ}20'36''$ E, 84.39 Feet; Thence S $89^{\circ}39'24''$ W, 255.82 Feet; Thence N $0^{\circ}20'36''$ W, 156.36 Feet; Thence S $89^{\circ}39'24''$ W, 97.50 Feet; Thence N $0^{\circ}20'36''$ W, 66.00 Feet; Thence S $89^{\circ}39'24''$ W, 106.68 Feet; Thence N $0^{\circ}20'36''$ W, 268.81 Feet to a point in the South line of the SE  $\frac{1}{4}$  of Section 3-7-19; Thence along said S. Line, S $89^{\circ}28'26''$ E, 230.03 Feet to a point in the W. line of C.S.M. # 847; Thence along said W. line N $0^{\circ}20'19''$ W, 612.14 Feet; Thence N $89^{\circ}09'49''$ W, 1187.77 Feet; Thence N $01^{\circ}12'26''$ W, 373.67 feet to the SE corner of C.S.M. #1602; Thence along the S. line of said C.S.M, N $89^{\circ}36'36''$ W, 1192.95 Feet to a point in the W. line of the SE  $\frac{1}{4}$  of Section 3-7-19; Thence along said W. line, N $0^{\circ}25'41''$ W, 1652.81 Feet to the Center of Section 3-7-19; Thence along the E. line of the NW  $\frac{1}{4}$  of Section 3-7-19, N $0^{\circ}12'10''$ W, 911.02 Feet; Thence N $88^{\circ}18'30''$ E, along an extension of the South R/W line of Lindsey Rd., 323.32 Feet; Thence continuing along said S. R/W line, N $83^{\circ}48'06''$ E, 337.24 Feet to the NE corner of Lot 1 C.S.M. # 2354, Thence along the E. line of said C.S.M # 2354, S $05^{\circ}15'00''$ E, 380.56 Feet to the SE corner of said Lot 1 C.S.M. #2354; Thence along the South line of C.S.M. # 2354 S $89^{\circ}47'33''$ E, 362.55 Feet to the NE corner of Parcel 4 C.S.M. # 2581; Thence along the East line of said Parcel 4, S $30^{\circ}23'53''$ E, 632.64 Feet to a point in the South line of the NE  $\frac{1}{4}$  of Section 3-7-19; Thence along said S. line, S $89^{\circ}47'34''$ E, 1310.99 Feet to the point of commencement. Being in the City of Pewaukee, Waukesha County, Wisconsin.

SCHEDULE C  
 FINAL ASSESSMENT ROLL  
 SWAN ROAD RESURFACING AND UTILITIES  
 RD-14-574010, SW-14-5181, ST-14-573017

CITY OF PEWAUKEE

NO.	OWNERS NAME AND ADDRESS	TAX KEY NO.	DESCRIPTION	UNIT	COST/UNIT	COST	ASSESSMENT COST	TOTAL ASSESSMENT
1	BRADLEY W SWAN & CHERYL L SWAN W239N4008 SWAN RD PEWAUKEE WI 53072	PWC 0871995	Road Reconstruction Water Main Water Service	1.00 1.00 1.00	\$2,069.19 \$3,933.12 \$3,981.15	\$2,069.19 \$3,933.12 \$3,981.15	\$2,069.19 \$3,933.12 \$3,981.15	\$9,983.46
2	WILLIAM D SWAN FAMILY LIMITED PARTNERSHIP W239N4050 SWAN RD PEWAUKEE WI 53072	PWC 0871996	Road Reconstruction Water Main Water Service Road Reconstruction - deferred Water Main - deferred	1.00 1.00 1.00 110.00 110.00	\$2,069.19 \$3,933.12 \$3,981.15 \$2,069.19 \$3,933.12	\$2,069.19 \$3,933.12 \$3,981.15 \$227,610.90 \$432,643.20	\$2,069.19 \$3,933.12 \$3,981.15 \$227,610.90 \$432,643.20	\$9,983.46   Deferred \$660,254.10
3	DAVID & BARBARA SWAN TRUST W239N4050 SWAN RD PEWAUKEE WI 53072	PWC 0871998001	Road Reconstruction Water Main Water Service	1.00 1.00 1.00	\$2,069.19 \$3,933.12 \$1,713.34	\$2,069.19 \$3,933.12 \$1,713.34	\$2,069.19 \$3,933.12 \$1,713.34	\$7,715.65
4	CROMWELL HILLS CEMETERY N45W24434 LINDSAY RD PEWAUKEE WI 53072	PWC 0873989	Road Reconstruction	1.00	\$2,069.19	\$2,069.19	\$2,069.19	\$2,069.19
5	WALTER BEMBENEK & JOYCE BEMBENEK W245N4730 SWAN RD PEWAUKEE WI 53072	PWC 0873990	Road Reconstruction Road Reconstruction - deferred	1.00 6.00	\$2,069.19 \$2,069.19	\$2,069.19 \$12,415.14	\$2,069.19 \$12,415.14	\$2,069.19 Deferred \$12,415.14
6	JAMES M RIES W244N4454 SWAN RD PEWAUKEE WI 53072	PWC 0873991	Road Reconstruction Water Main Water Service	1.00 1.00 1.00	\$2,069.19 \$3,933.12 \$3,981.15	\$2,069.19 \$3,933.12 \$3,981.15	\$2,069.19 \$3,933.12 \$3,981.15	\$9,983.46
7	E LINDA UEBELE W244N4453 SWAN RD PEWAUKEE WI 53072	PWC 0873993	Road Reconstruction Water Main Water Service	1.00 1.00 1.00	\$2,069.19 \$3,933.12 \$3,981.15	\$2,069.19 \$3,933.12 \$3,981.15	\$2,069.19 \$3,933.12 \$3,981.15	\$9,983.46
8	RUSTIN J SCHROEDER & CAMILLE S SCHROEDER W244N4470 SWAN RD PEWAUKEE WI 53072	PWC 0873995003	Road Reconstruction Water Main Water Service Road Reconstruction - deferred Water Main - deferred	1.00 1.00 1.00 6.00 6.00	\$2,069.19 \$3,933.12 \$3,981.15 \$2,069.19 \$3,933.12	\$2,069.19 \$3,933.12 \$3,981.15 \$12,415.14 \$23,598.72	\$2,069.19 \$3,933.12 \$3,981.15 \$12,415.14 \$23,598.72	\$9,983.46   Deferred \$36,013.86
9	E LINDA UEBELE W244N4453 SWAN RD PEWAUKEE WI 53072	PWC 0873996	Road Reconstruction Water Main Water Service	1.00 1.00 1.00	\$2,069.19 \$3,933.12 \$3,981.15	\$2,069.19 \$3,933.12 \$3,981.15	\$2,069.19 \$3,933.12 \$3,981.15	\$9,983.46
10	DANIEL A TESKE & SANDRA J TESKE W244N4512 SWAN RD PEWAUKEE WI 53072	PWC 0873997	Road Reconstruction Water Main Water Service Road Reconstruction - deferred Water Main - deferred	1.00 1.00 1.00 4.00 4.00	\$2,069.19 \$3,933.12 \$3,981.15 \$2,069.19 \$3,933.12	\$2,069.19 \$3,933.12 \$3,981.15 \$8,276.76 \$15,732.48	\$2,069.19 \$3,933.12 \$3,981.15 \$8,276.76 \$15,732.48	\$9,983.46   Deferred \$24,009.24



SCHEDULE C  
 FINAL ASSESSMENT ROLL  
 SWAN ROAD RESURFACING AND UTILITIES  
 RD-14-574010, SW-14-5181, ST-14-573017

CITY OF PEWAUKEE

NO.	OWNERS NAME AND ADDRESS	TAX KEY NO.	DESCRIPTION	UNIT	COST/UNIT	COST	ASSESSMENT COST	TOTAL ASSESSMENT
11	EVERT LIVING TRUST & CROMWELL HILLS CEMETERY N45W24434 LINDSAY RD PEWAUKEE WI 53072	PWC 0873998001	Road Reconstruction - deferred	1.00	\$2,069.19	\$2,069.19	\$2,069.19	Deferred \$2,069.19
12	HARRY H MIEROW & LINDSAY LAND LLC 2620 WILLOW SPRING DR BROOKFIELD WI 53045	PWC 0873998002	Road Reconstruction - deferred	18.00	\$2,069.19	\$37,245.42	\$37,245.42	Deferred \$37,245.42
13	LLOYD PURNELL & PHEBE PURNELL W245N4780 SWAN RD PEWAUKEE WI 53072	PWC 0873999	Road Reconstruction Road Reconstruction - deferred	1.00 18.00	\$2,069.19 \$2,069.19	\$2,069.19 \$37,245.42	\$2,069.19 \$37,245.42	\$2,069.19 Deferred \$37,245.42
14	RUSSELL SHIELDS & JESSICA SHIELDS EUL INC W245N4742 SWAN RD PEWAUKEE WI 53072	PWC 0873999001	Road Reconstruction	1.00	\$2,069.19	\$2,069.19	\$2,069.19	\$2,069.19
15	ALAN R ZOSCHKE & MARY J ZOSCHKE N45W24526 LINDSAY RD PEWAUKEE WI 53072	PWC 0874993	Road Reconstruction - deferred	2.00	\$2,069.19	\$4,138.38	\$4,138.38	Deferred \$4,138.38
16	GERALD & ANN GOLKE REVOCABLE TRUST W245N4653 SWAN RD PEWAUKEE WI 53072	PWC 0874994	Road Reconstruction	1.00	\$2,069.19	\$2,069.19	\$2,069.19	\$2,069.19
17	THOMAS J NETTESHEIM W245N4735 SWAN RD PEWAUKEE WI 53072	PWC 0874995	Road Reconstruction	1.00	\$2,069.19	\$2,069.19	\$2,069.19	\$2,069.19
18	TIM WOLF & TERRIE RESZCZYNSKI W245N4701 SWAN RD PEWAUKEE WI 53072	PWC 0874996	Road Reconstruction	1.00	\$2,069.19	\$2,069.19	\$2,069.19	\$2,069.19
19	GREGORY A PERKINS & DENISE L PERKINS W245N4749 SWAN RD PEWAUKEE WI 53072	PWC 0874997	Road Reconstruction	1.00	\$2,069.19	\$2,069.19	\$2,069.19	\$2,069.19
20	BROCK W RUMOHR & KATHERINE M RUMOHR W245N4773 SWAN RD PEWAUKEE WI 53072	PWC 0874998	Road Reconstruction	1.00	\$2,069.19	\$2,069.19	\$2,069.19	\$2,069.19

SCHEDULE C  
 FINAL ASSESSMENT ROLL  
 SWAN ROAD RESURFACING AND UTILITIES  
 RD-14-574010, SW-14-5181, ST-14-573017

CITY OF PEWAUKEE

NO.	OWNERS NAME AND ADDRESS	TAX KEY NO.	DESCRIPTION	UNIT	COST/UNIT	COST	ASSESSMENT COST	TOTAL ASSESSMENT
21	SCOTT M RHODES & JEANNE M RHODES W245N4687 SWAN RD PEWAUKEE WI 53072	PWC 0874999003	Road Reconstruction	1.00	\$2,069.19	\$2,069.19	\$2,069.19	\$2,069.19
22	ADAM C LIGOCKI & AMANDA C LIGOCKI W240N4035 SWAN RD PEWAUKEE WI 53072	PWC 0876990	Road Reconstruction Water Main Water Service	1.00 1.00 1.00	\$2,069.19 \$3,933.12 \$3,981.15	\$2,069.19 \$3,933.12 \$3,981.15	\$2,069.19 \$3,933.12 \$3,981.15	\$9,983.46
23	BARNES TRUST W240N4031 SWAN RD PEWAUKEE WI 53072	PWC 0876991	Road Reconstruction Water Main Water Service	1.00 1.00 1.00	\$2,069.19 \$3,933.12 \$3,981.15	\$2,069.19 \$3,933.12 \$3,981.15	\$2,069.19 \$3,933.12 \$3,981.15	\$9,983.46
24	DALE P JENSEN & SUSAN J TREPANIER W240N4049 SWAN RD PEWAUKEE WI 53072	PWC 0876992	Road Reconstruction Water Main Water Service	1.00 1.00 1.00	\$2,069.19 \$3,933.12 \$3,981.15	\$2,069.19 \$3,933.12 \$3,981.15	\$2,069.19 \$3,933.12 \$3,981.15	\$9,983.46
25	MAYNARD W HILLESHEIM P.O. BOX 754 PEWAUKEE WI 53072	PWC 0876993001	Road Reconstruction Water Main Water Service	1.00 1.00 1.00	\$2,069.19 \$3,933.12 \$3,981.15	\$2,069.19 \$3,933.12 \$3,981.15	\$2,069.19 \$3,933.12 \$3,981.15	\$9,983.46
26	MAYNARD HILLESHEIM JR P.O. BOX 754 PEWAUKEE WI 53072	PWC 0876993002	Road Reconstruction Water Main Water Service Road Reconstruction - deferred Water Main - deferred	1.00 1.00 1.00 1.00	\$2,069.19 \$3,933.12 \$3,981.15 \$2,069.19 \$3,933.12	\$2,069.19 \$3,933.12 \$3,981.15 \$2,069.19 \$3,933.12	\$2,069.19 \$3,933.12 \$3,981.15 \$2,069.19 \$3,933.12	\$7,914.27  Deferred \$6,002.31
27	STEVEN V HALLMAN & SUSAN HALLMAN W242N4385 SWAN RD PEWAUKEE WI 53072	PWC 0876994001	Road Reconstruction Water Main Water Service	1.00 1.00 1.00	\$2,069.19 \$3,933.12 \$3,981.15	\$2,069.19 \$3,933.12 \$3,981.15	\$2,069.19 \$3,933.12 \$3,981.15	\$9,983.46
28	GERALD ANDERSON LAURIE L ANDERSON W242N4251 SWAN RD PEWAUKEE WI 53072	PWC 0876995	Road Reconstruction Water Main Water Service Road Reconstruction - deferred Water Main - deferred	1.00 1.00 1.00 1.00	\$2,069.19 \$3,933.12 \$3,981.15 \$2,069.19 \$3,933.12	\$2,069.19 \$3,933.12 \$3,981.15 \$2,069.19 \$3,933.12	\$2,069.19 \$3,933.12 \$3,981.15 \$2,069.19 \$3,933.12	\$9,983.46  Deferred \$6,002.31
29	STUCKSLAGER TRUST W243N4333 SWAN RD PEWAUKEE WI 53072	PWC 0876997	Road Reconstruction Water Main Water Service Road Reconstruction - deferred Water Main - deferred	1.00 1.00 1.00 30.00	\$2,069.19 \$3,933.12 \$3,981.15 \$2,069.19 \$3,933.12	\$2,069.19 \$3,933.12 \$3,981.15 \$62,075.70 \$117,993.60	\$2,069.19 \$3,933.12 \$3,981.15 \$62,075.70 \$117,993.60	\$9,983.46  Deferred \$180,069.30

SCHEDULE C  
 FINAL ASSESSMENT ROLL  
 SWAN ROAD RESURFACING AND UTILITIES  
 RD-14-574010, SW-14-5181, ST-14-573017

CITY OF PEWAUKEE

NO.	OWNERS NAME AND ADDRESS	TAX KEY NO.	DESCRIPTION	UNIT	COST/UNIT	COST	ASSESSMENT COST	TOTAL ASSESSMENT
30	DENNIS W SCHMIDT W244N4401 SWAN RD PEWAUKEE WI 53072	PWC 0876997001	Road Reconstruction Water Main Water Service Road Reconstruction - deferred Water Main - deferred	1.00 1.00 1.00 1.00 1.00	\$2,069.19 \$3,933.12 \$3,981.15 \$2,069.19 \$3,933.12	\$2,069.19 \$3,933.12 \$3,981.15 \$2,069.19 \$3,933.12	\$2,069.19 \$3,933.12 \$3,981.15 \$2,069.19 \$3,933.12	\$9,983.46   Deferred \$6,002.31
31	THOMAS W BEQUEST W243N4387 SWAN RD PEWAUKEE WI 53072	PWC 0876997002	Road Reconstruction Water Main Water Service	1.00 1.00 1.00	\$2,069.19 \$3,933.12 \$3,981.15	\$2,069.19 \$3,933.12 \$3,981.15	\$2,069.19 \$3,933.12 \$3,981.15	\$9,983.46
32	CALEB THOSTENSON CHELSY THOSTENSON W243N4365 SWAN RD PEWAUKEE WI 53072	PWC 0876997003	Road Reconstruction Water Main Water Service	1.00 1.00 1.00	\$2,069.19 \$3,933.12 \$3,981.15	\$2,069.19 \$3,933.12 \$3,981.15	\$2,069.19 \$3,933.12 \$3,981.15	\$9,983.46
33	MARK L SANDERCOCK W244N4429 SWAN RD PEWAUKEE WI 53072	PWC 0876998001	Road Reconstruction Water Main Water Service	1.00 1.00 1.00	\$2,069.19 \$3,933.12 \$3,981.15	\$2,069.19 \$3,933.12 \$3,981.15	\$2,069.19 \$3,933.12 \$3,981.15	\$9,983.46
34	JAMES CRAIG BUILDERS INC 12229 W NORTH AVE WAUWATOSA WI 53226	PWC 0876998002	Road Reconstruction Water Main Water Service Road Reconstruction - deferred Water Main - deferred	1.00 1.00 1.00 10.00 10.00	\$2,069.19 \$3,933.12 \$3,981.15 \$2,069.19 \$3,933.12	\$2,069.19 \$3,933.12 \$3,981.15 \$20,691.90 \$39,331.20	\$2,069.19 \$3,933.12 \$3,981.15 \$20,691.90 \$39,331.20	\$9,983.46   Deferred \$60,023.10
35	BRIAN W BUCHBERGER & ERICKA L BUCHBERGER W243N4310 SWAN RD PEWAUKEE WI 53072	PWC 0876998003	Road Reconstruction Water Main Water Service Road Reconstruction - deferred Water Main - deferred	1.00 1.00 1.00 1.00 1.00	\$2,069.19 \$3,933.12 \$3,981.15 \$2,069.19 \$3,933.12	\$2,069.19 \$3,933.12 \$3,981.15 \$2,069.19 \$3,933.12	\$2,069.19 \$3,933.12 \$3,981.15 \$2,069.19 \$3,933.12	\$9,983.46   Deferred \$6,002.31
36	MARVIN G FREYER W244N4412 SWAN RD PEWAUKEE WI 53072	PWC 0876998004	Road Reconstruction Water Main Water Service Road Reconstruction - deferred Water Main - deferred	1.00 1.00 1.00 10.00 10.00	\$2,069.19 \$3,933.12 \$3,981.15 \$2,069.19 \$3,933.12	\$2,069.19 \$3,933.12 \$3,981.15 \$20,691.90 \$39,331.20	\$2,069.19 \$3,933.12 \$3,981.15 \$20,691.90 \$39,331.20	\$9,983.46   Deferred \$60,023.10
37	RICHARD C BARRETT 10333 CRESTA DR LOS ANGELES CA 90064	PWC 0876999	Road Reconstruction Water Main Road Reconstruction - deferred Water Main - deferred	1.00 1.00 2.00 2.00	\$2,069.19 \$3,933.12 \$2,069.19 \$3,933.12	\$2,069.19 \$3,933.12 \$4,138.38 \$7,866.24	\$2,069.19 \$3,933.12 \$4,138.38 \$7,866.24	\$6,002.31  Deferred \$12,004.62
38	JOHN P STOVER & SUSAN C STOVER W241N4268 SWAN RD PEWAUKEE WI 53072	PWC 0876999001	Road Reconstruction Water Main Water Service Road Reconstruction - deferred Water Main - deferred	1.00 1.00 1.00 18.00 18.00	\$2,069.19 \$3,933.12 \$3,981.15 \$2,069.19 \$3,933.12	\$2,069.19 \$3,933.12 \$3,981.15 \$37,245.42 \$70,796.16	\$2,069.19 \$3,933.12 \$3,981.15 \$37,245.42 \$70,796.16	\$9,983.46  Deferred \$108,041.58

SCHEDULE C  
 FINAL ASSESSMENT ROLL  
 SWAN ROAD RESURFACING AND UTILITIES  
 RD-14-574010, SW-14-5181, ST-14-573017

CITY OF PEWAUKEE

NO.	OWNERS NAME AND ADDRESS	TAX KEY NO.	DESCRIPTION	UNIT	COST/UNIT	COST	ASSESSMENT COST	TOTAL ASSESSMENT
39	ARMIN DOHN & BERTA DOHN W240N4025 SWAN RD PEWAUKEE WI 53072	PWC 0901995	Road Reconstruction Water Main Water Service	1.00 1.00 1.00	\$2,069.19 \$3,933.12 \$3,981.15	\$2,069.19 \$3,933.12 \$3,981.15	\$2,069.19 \$3,933.12 \$3,981.15	\$9,983.46
40	MATTHEW WENDT & CONSTANCE WENDT W240N3909 SWAN RD PEWAUKEE WI 53072	PWC 0901996	Road Reconstruction Water Main Water Service	1.00 1.00 1.00	\$2,069.19 \$3,933.12 \$3,981.15	\$2,069.19 \$3,933.12 \$3,981.15	\$2,069.19 \$3,933.12 \$3,981.15	\$9,983.46
41	DIVINE REDEEMER PEWAUKEE LUTHERAN CHURCH C/O D JOHNSON PO BOX 802 PEWAUKEE WI 53072	PWC 0901999001	Road Reconstruction Road Reconstruction - deferred	1.00 2.00	\$2,069.19 \$2,069.19	\$2,069.19 \$4,138.38	\$2,069.19 \$4,138.38	\$6,207.57 Deferred \$4,138.38
42	LOUIE B MARKOPOULOS & PEGGY MARKOPOULOS W240N3939 SWAN RD PEWAUKEE WI 53072	PWC 0901999003	Road Reconstruction Water Main Water Service Road Reconstruction - deferred Water Main - deferred	1.00 1.00 1.00 2.00 2.00	\$2,069.19 \$3,933.12 \$3,981.15 \$2,069.19 \$3,933.12	\$2,069.19 \$3,933.12 \$3,981.15 \$4,138.38 \$7,866.24	\$2,069.19 \$3,933.12 \$3,981.15 \$4,138.38 \$7,866.24	\$9,983.46 Deferred \$12,004.62
43	STEVEN VANDOREN & SUSAN VANDOREN W239N3990 SWAN RD PEWAUKEE WI 53072	PWC 0906996	Road Reconstruction Water Main Water Service	1.00 1.00 1.00	\$2,069.19 \$3,933.12 \$3,981.15	\$2,069.19 \$3,933.12 \$3,981.15	\$2,069.19 \$3,933.12 \$3,981.15	\$9,983.46
44	JAMES JENSEN W239N3948 SWAN RD PEWAUKEE WI 53072	PWC 0906997	Road Reconstruction Water Main Water Service	1.00 1.00 1.00	\$2,069.19 \$3,933.12 \$3,981.15	\$2,069.19 \$3,933.12 \$3,981.15	\$2,069.19 \$3,933.12 \$3,981.15	\$9,983.46
TOTAL CONTRIBUTION IN AID OF ROAD CONSTRUCTION 41.00								
TOTAL CONTRIBUTION IN AID OF WATER MAIN CONSTRUCTION 30.00								
TOTAL CONTRIBUTION IN AID OF WATER SERVICE CONSTRUCTION 29.00								
TOTAL CONTRIBUTION IN AID OF ROAD CONSTRUCTION (Deferred) 243.00								
TOTAL CONTRIBUTION IN AID OF WATER MAIN CONSTRUCTION (Deferred) 196.00								
\$84,836.79 \$117,993.60 \$113,185.54 \$502,813.17 \$770,891.52								

The properties against which contributions in aid of construction are proposed are benefited and the improvements constitute an exercise in Police Powers.



## **RESOLUTION 18-09-18**

### **FINAL RESOLUTION LEVYING SPECIAL ASSESSMENTS FOR REHABILITATION OF SWAN ROAD, WATER MAIN EXTENSION, AND APPURTENANCES (PURSUANT TO SECTION 66.0703, WISCONSIN STATUTES)**

WHEREAS, the Common Council has adopted a special assessment policy in regard to improvement of all streets, roads, water mains, water services, and related facilities; and,

WHEREAS, the Common Council of the City of Pewaukee did authorize previously the cost of the road rehabilitation, water main extension, drainage improvements, and appurtenances of Swan Road; and,

WHEREAS, the Common Council of the City of Pewaukee, Waukesha County, Wisconsin held a public hearing at City Hall Common Council Chambers, located at W240N3065 Pewaukee Road, Pewaukee, WI at 6:30 pm on the 5<sup>th</sup> day of May, 2014 to receive comments from those property owners directly affected by such improvements; and,

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Common Council of the City of Pewaukee, to adopt this resolution as follows:

1. That the final report prepared by the City Engineer dated August 28, 2018, is hereby adopted and made a part of this resolution.
2. That the total cost of said improvement of \$1,924,935.56 including engineering and contingency fees, be paid by assessing the cost to the properties benefited as indicated in said report and based upon the adopted special assessment policies of the City of Pewaukee.
3. That the benefit shown on the report, as modified, is true and correct and has been determined on a reasonable basis and is hereby confirmed.
4. That this assessment is an exercise of the policy power of the City of Pewaukee and have been determined on a reasonable basis and will result in a benefit to each and every property being assessed.
5. That the Common Council has previously determined that the bid for the water main extension within, drainage improvements of and road rehabilitation of Swan Road of Globe Contractors, Inc., based on the lowest qualified bid be accepted and that contract was thereupon let to said bidder in the bid amount of \$1,658,302.50.
6. That the payment for the debt incurred for the road and water main be made by assessing the cost to the property benefited and on the following terms and conditions:

- a. **Road Assessment:**
- i. That the assessments may be paid in cash in full on or before October 31, 2018 or in ten annual installments to the City Treasurer, installment payments to bear annual interest at the rate of 3.95% per annum on the unpaid balance and said first installment being due on the date when real estate taxes are due and annually by October 31<sup>st</sup> thereafter. All assessments are due at the time of sale. All assessments or installments which are not paid by the date specified shall be extended upon the tax roll as a delinquent tax against the property and all proceedings in relation to the collection, return and sale of property for delinquent real estate taxes shall apply to such special assessment, except as otherwise provided by statute.
  - ii. If there exists the potential for future units within the local road assessment area. Additional units may become payable per the Special Assessment of Street and Street Related Improvements Policy (Resolution 06-02-1 or as otherwise revised/updated) for a period of 5 years from the date of final resolution. The additional assessment will be due at the time of subdivision (via Certified Survey Map (CSM), Plat of Survey, or other land division methods).
- b. **Water Main and Service Assessment:**
- i. All of the area to be served by the Swan Road Local Water Main is hereby assessed a local water assessment at the rate of \$3,933.12 per residential equivalent connection (unit), a 1 ¼" water service at the rate of \$3,981.15 per unit, and a 1 ½" water service at the rate of \$1,713.34 per unit.
  - ii. Payment is due upon connection, rezoning, subdivision, or time of sale of the property. Payments may be made in 10 annual installments on the end of year tax bill with annual interest of 3.95% accruing on any unpaid balance beginning at the time of connection.
  - iii. There are no mandatory connection periods for existing structures.
  - iv. There exists the potential for future REC's within the local water assessment area. Additional REC's may become payable at the then applicable rate should the number of units utilized increase at the time of or following connection to the municipal water system. A decrease in units will not result in a refund to the property owner after initial payment is made.
7. That the City Clerk shall publish this Final Resolution as a Class 1 Notice in the area upon which this assessment is levied and shall mail a copy of this Resolution and a statement of the final assessment against the benefited properties to each property owner who appears on the assessment roll, whose post office address is known or can, with reasonable diligence, be ascertained. In the notice published and mailed, a map shall be enclosed and shall be published and mailed with the notice as will reasonably describe the area upon which this assessment is being levied. This assessment is levied upon all properties within the project area having direct or indirect access to Swan Road and the water main. Each of said property owners shall be assessed in accordance with the Engineer's Report.

This Final Resolution passed and adopted this 10<sup>th</sup> day of September, 2018.

CITY OF PEWAUKEE

ATTEST:

\_\_\_\_\_  
Steve Bierce, Mayor

\_\_\_\_\_  
Kelly Tarczewski, Clerk/Treasurer

**CITY OF PEWAUKEE  
COMMON COUNCIL AGENDA ITEM 20.**

**DATE:** September 10, 2018

**DEPARTMENT:** PW - Engineering

**PROVIDED BY:** Jeffrey Weigel, Public Works Dir. & City Eng.; Maggie Wagner, Assist. City Eng.

***SUBJECT:***

Approval of **Resolution 18-09-20** Adopting the Final Assessments and Engineer's Report for the Rehabilitation of Lakefield Drive, Oak Spring Court, Cabin Creek Court, and the Lakefield Drive Water Main Extension [Weigel]

***BACKGROUND:***

In 2014 the Common Council conducted the Public Hearing and awarded the contract for the Lakefield Drive, Oak Springs Court and Cabin Creek Court pavement rehabilitation; and for the Lakefield Drive water main extension.

***FINANCIAL IMPACT:***

The requested action will finalize and adopt the special assessments and attendant Engineer's Report.

***RECOMMENDED MOTION:***

Common Council adopts Resolution 18-09-20 finalizing the special assessments and attendant Engineer's Report.

**ATTACHMENTS:**

Description

Lakefield, Spring Creek & Cabin Creek Final Engineer's Report

Resolution 18.09.20



**Final Report of the Engineer**  
**On The Proposed Lakefield Drive, Oak Spring Court, and Cabin Creek Court**  
**Road Reconstruction and Water Main Extension Assessments**  
**In The City of Pewaukee**

In accordance with the resolution passed by the City Council of the City of Pewaukee, we herewith submit our report on assessments for the installation of municipal water and road reconstruction of Lakefield Drive, Oak Spring Court, and Cabin Creek Court to be made in the City of Pewaukee. All data shown here is based on actual prices.

This report consists of the following Schedules:

- Schedule "A": Summary of options for assessments and related costs.
- Schedule "B": Legal description, dated September, 2018, and map, dated September, 2018, of all parcels within the assessment district.
- Schedule "C": Final assessment for each parcel affected.

The properties against which the assessments are proposed are benefited and the improvements constitute an exercise of Police Powers.

Jeffrey L. Weigel, P.E.  
Director of Public Works/City Engineer  
City of Pewaukee  
W240 N3065 Pewaukee Road  
Pewaukee, WI 53072  
September 10, 2018

Prepared by:  
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Assistant City Engineer  
August 30, 2018

Schedule “A” – Lakefield Drive, Oak Spring Court, and Cabin Creek Court Road  
Reconstruction, Municipal Sanitary Sewer Extension, and Municipal Water Main Extension

The City of Pewaukee is considering the installation of municipal water main and road reconstruction of Lakefield Drive, from Spring Creek Drive east to approximately 200 feet north of Riverland Drive, Oak Spring Court from Lakefield Drive north to its termini, and Cabin Creek Court from Lakefield Drive north to its termini. The improvements consist of road reconstruction, drainage improvements, and related facilities. The improvements consist of water main extension and related facilities in Lakefield Drive.

The cost of the road improvements will be apportioned to all property owners abutting the street with direct access. The cost of the water main extension will be apportioned to all property owners utilizing the system.

Drainage improvements will be paid by the Storm Water Management Utility.

It is recommended the costs for the improvements be determined on a unit basis.

**UNIT RATE COMPUTATIONS**

Road Reconstruction Unit Rate

Road Reconstruction Costs (see attached breakdown)	\$238,246.75
Engineering, Administration, & Contingencies	\$60,948.19
Total Road Reconstruction Assessable Cost	\$299,194.94

$$\$299,194.94 \div 33 = \$9,066.51 / \text{Unit}$$

Use \$2,284.00 as the Road Reconstruction Unit Rate<sup>1</sup>.

<sup>1</sup>A maximum assessment of \$2,284.00 (2014 Pavement Cap) will be assessed to residential properties.

Water Main Unit Rate

8-inch Equivalent Water Main Costs (see attached breakdown)	\$236,710.31
Engineering, Administration, & Contingencies	\$60,555.14
Total Water Main Assessable Cost	\$297,265.45

$$\$297,265.45 \div 22 = \$13,512.07 / \text{Unit}$$

Use \$13,303.56 \* as the Water Main Unit Rate.

\*The final water main exceeded the rate noticed at the Public Hearing therefore the water main assessment is capped at the Public Hearing rate.

### Water Service Unit Rate

Water Service Costs (see attached breakdown)	\$53,610.00
Engineering, Administration, & Contingencies	\$13,714.49
Total Water Service Assessable Cost	\$67,324.49

$$\$67,324.49 \div 22 = \$3,060.20 / \text{Unit}$$

Use \$3,060.20 as the Water Service Unit Rate.

### Storm Water Management

Drainage Improvement Costs (see attached breakdown)	\$90,455.15
Engineering, Administration, & Contingencies	\$23,140.20
Total Drainage Improvement Costs	\$113,595.35

## **COST SUMMARY**

### Cost Summary

Total Project Costs	\$810,349.27
Total Storm Water Utility Costs (deduct)	\$113,595.35
Total Water Main Assessable Costs (deduct)	\$292,678.32
Total Non-assessable and Water Utility Cost - RCA (deduct)	\$37,556.16
Total Water Service Assessable Costs (deduct)	\$67,324.40
Total Road Reconstruction Assessable Costs - deferred (deduct)	\$4,568.00
Total Road Reconstruction Assessable Costs (deduct)	\$70,804.00
Net Non-assessable and City Costs	\$223,823.04

# Computation of Costs

## Total Project Costs

<u>Item</u>			<u>Final</u>	<u>Bid Unit</u>	
<u>No.</u>	<u>Description</u>	<u>Unit</u>	<u>Quantity</u>	<u>Price</u>	<u>Cost</u>
1	Mobilization	L.S.	1.00	\$18,000.00	\$18,000.00
2	Full Depth Saw Cutting	L.F.	1,725	\$2.10	\$3,622.50
3	Pavement Pulverizing, Shaping, and Grading	S.Y.	7,595.00	\$1.58	\$12,000.10
4	Excavation Below Subgrade (EBS)	C.Y.	1,185	\$17.85	\$21,152.25
5	Excavation Below Subgrade (EBS) Backfill	TON	2,469	\$12.60	\$31,109.40
6	GeoGrid	S.Y.	450	\$5.10	\$2,295.00
7	3/4-inch crushed aggregate base course	TON	378	\$13.00	\$4,914.00
9	3 1/4-Inch Asphaltic Concrete Binder Course	TON	1,262.00	\$50.40	\$63,604.80
10	1 3/4-Inch Asphaltic Concrete Surface Course	TON	870.67	\$62.47	\$54,390.75
11	Tack Coat	GAL.	350	\$2.10	\$735.00
	3-Inch Asphaltic Driveway Replacement or Approach				
12	Ramp	S.F.	3,406	\$3.30	\$11,239.80
13	6-inch concrete driveway replacement or approach	S.F.	946	\$7.35	\$6,953.10
14	Crushed Aggregate Driveway Replacement	S.F.	250	\$2.10	\$525.00
15	Crushed Aggregate Shoulders	TON	256	\$25.20	\$6,451.20
16	Remove and re-install mailbox	EA.	14	\$65.00	\$910.00
17	15-Inch CMP Culvert w/ granular backfill	L.F.	20	\$42.00	\$840.00
18	13"x17" CMPA Culvert w/ granular backfill	L.F.	110	\$42.00	\$4,620.00
19	15" CMP End Sections	EA.	2	\$150.00	\$300.00
20	13"x17" CMPA End Section	EA.	8	\$150.00	\$1,200.00
21	Reset existing culvert	EA.	3	\$600.00	\$1,800.00
24	Topsoil, seed, fertilizer, and Erosion Mat	S.Y.	5,881	\$4.62	\$27,170.22
26	Ditch Grading	L.F.	2,358	\$15.75	\$37,138.50
27	Culvert flushing and debris removal	EA.	9	\$800.00	\$7,200.00
28	Erosion control rolls	EA.	27	\$78.75	\$2,126.25
29	Project signage	L.S.	1	\$3,000.00	\$3,000.00
MA-35	12-Inch Water Main w/ Granular Backfill	L.F.	2,141.00	\$77.00	\$164,857.00
MA-36	8-Inch Water Main w/ Granular Backfill	L.F.	56	\$69.00	\$3,864.00
MA-37	1 1/4-Inch Water Service w/ Granular Backfill	L.F.	326.0	\$72.00	\$23,472.00
MA-38	1 1/4-Inch Water Service w/ Spoil Backfill	L.F.	282	\$58.00	\$16,356.00
MA-39	1 1/4-Inch Tap, Saddle, and Corporation Valve	EA.	22.0	\$325.00	\$7,150.00
MA-40	1 1/4-Inch Curb Valve and Curb Box	EA.	22.0	\$296.00	\$6,512.00
MA-41	2-inch thick water service insulation	S.F.	48.0	\$2.50	\$120.00
MA-42	Hydrant Assembly and 6-inch valve	EA.	5.0	\$4,700.00	\$23,500.00
MA-43	12-inch water main valve	EA.	7.00	\$2,750.00	\$19,250.00
MA-44	8-inch water main valve	EA.	2.00	\$1,575.00	\$3,150.00
MA-45	6-inch hydrant lead	L.F.	71.00	\$47.00	\$3,337.00
MA-48	Rock Removal	C.Y.	293	\$110.00	\$32,230.00
CO-1	18"x24" CMP Culvert	L.F.	15	\$64.50	\$967.50



**Total Project Costs – Continued**

<u>Item</u>			<u>Final</u>	<u>Bid Unit</u>	
<u>No.</u>	<u>Description</u>	<u>Unit</u>	<u>Quantity</u>	<u>Price</u>	<u>Cost</u>
CO-2	12" CMP Culvert	L.F.	18	\$40.00	\$720.00
CO-3	Dig Downs for Rock Exploration	EA.	3	\$300.00	\$900.00
CO-4	Rip Rap Around Culverts	S.Y.	26	\$24.15	\$627.90
CO-5	Slope Filling	L.F.	1,082	\$8.14	\$8,807.48
CO-6	Clear and Grub	L.S.	1	\$682.50	\$682.50
CO-7	Redo Asphalt Driveway - City pay for 1 and 0.5 on the 2nd	L.S.	1	\$2,159.56	\$2,159.56
CO-8	Restoration Repair - Home Owner's Damage	S.Y.	1,381	\$2.40	\$3,314.40
Subtotal of Contract					\$645,275.21
Engineering, Administration, & Contingencies					\$165,074.06
Total Project Costs					\$810,349.27

### Total Road Reconstruction & Assessment Costs

<u>Item</u>			<u>Final</u>	<u>Bid Unit</u>	
<u>No.</u>	<u>Description</u>	<u>Unit</u>	<u>Quantity</u>	<u>Price</u>	<u>Cost</u>
1	Mobilization	L.S.	0.37	\$18,000.00	\$6,660.00
2	Full Depth Saw Cutting	L.F.	1,585	\$2.10	\$3,328.50
3	Pavement Pulverizing, Shaping, and Grading	S.Y.	7,595.00	\$1.58	\$12,000.10
4	Excavation Below Subgrade (EBS)	C.Y.	1,185	\$17.85	\$21,152.25
5	Excavation Below Subgrade (EBS) Backfill	TON	2,469	\$12.60	\$31,109.40
6	GeoGrid	S.Y.	450	\$5.10	\$2,295.00
7	3/4-inch crushed aggregate base course	TON	378	\$13.00	\$4,914.00
9	3 1/4-Inch Asphaltic Concrete Binder Course	TON	1,262.00	\$50.40	\$63,604.80
10	1 3/4-Inch Asphaltic Concrete Surface Course	TON	870.67	\$62.47	\$54,390.75
11	Tack Coat	GAL.	350	\$2.10	\$735.00
12	3-Inch Asphaltic Driveway Replacement or Approach Ramp	S.F.	2,312.24	\$3.30	\$7,630.39
13	6-inch concrete driveway replacement or approach	S.F.	693.73	\$7.35	\$5,098.92
14	Crushed Aggregate Driveway Replacement	S.F.	125	\$2.10	\$262.50
15	Crushed Aggregate Shoulders	TON	256	\$25.20	\$6,451.20
16	Remove and re-install mailbox	EA.	10	\$65.00	\$650.00
29	Project signage	L.S.	1	\$3,000.00	\$3,000.00
CO-5	Slope Filling	L.F.	1,082	\$8.14	\$8,807.48
CO-6	Clear and Grub	L.S.	1	\$682.50	\$682.50
CO-7	Redo Asphalt Driveway - City pay for 1 and 0.5 on the 2nd	L.S.	1	\$2,159.56	\$2,159.56
CO-8	Restoration Repair - Home Owner's Damage	S.Y.	1,381	\$2.40	\$3,314.40
Subtotal of Contract					\$238,246.75
Engineering, Administration, & Contingencies					\$60,948.19
Total Project Costs					\$299,194.94

Total Potential Units on the Road = 33 Units

Computation of Unit Cost  $\frac{\$299,194.94}{33} = \$9,066.51 / \text{Unit}$

Use \$2,284.00 as the Road Reconstruction Unit Rate<sup>1</sup>.

<sup>1</sup>A maximum assessment of \$2,284.00 (2014 Pavement Cap) will be assessed to residential properties.

**Total Final Water Main Costs**

<u>Item</u>			<u>Final</u>	<u>Bid Unit</u>	
<u>No.</u>	<u>Description</u>	<u>Unit</u>	<u>Quantity</u>	<u>Price</u>	<u>Cost</u>
1	Mobilization	L.S.	0.49	\$18,000.00	\$8,820.00
16	Remove and re-install mailbox	EA.	4	\$65.00	\$260.00
24	Topsoil, seed, fertilizer, and Erosion Mat	S.Y.	588	\$4.62	\$2,716.56
28	Erosion control rolls	EA.	1	\$78.75	\$78.75
MA-35	12-Inch Water Main w/ Granular Backfill	L.F.	2,141.00	\$77.00	\$164,857.00
MA-36	8-Inch Water Main w/ Granular Backfill	L.F.	56	\$69.00	\$3,864.00
MA-42	Hydrant Assembly and 6-inch valve	EA.	5.0	\$4,700.00	\$23,500.00
MA-43	12-inch water main valve	EA.	7.00	\$2,750.00	\$19,250.00
MA-44	8-inch water main valve	EA.	2.00	\$1,575.00	\$3,150.00
MA-45	6-inch hydrant lead	L.F.	71.00	\$47.00	\$3,337.00
MA-48	Rock Removal	C.Y.	293.00	\$110.00	\$32,230.00
CO-3	Dig Downs for Rock Exploration	EA.	3	\$300.00	\$900.00
Subtotal of Contract					\$262,963.31
Engineering, Administration, & Contingencies					\$67,271.17
Total Project Costs					\$330,234.48

### Total Final Equivalent 8-inch Water Main Costs

<u>Item</u> <u>No.</u>	<u>Description</u>	<u>Unit</u>	<u>Final</u> <u>Quantity</u>	<u>Bid Unit</u> <u>Price</u>	<u>Cost</u>
1	Mobilization	L.S.	0.44	\$18,000.00	\$7,920.00
16	Remove and re-install mailbox	EA.	4	\$65.00	\$260.00
24	Topsoil, seed, fertilizer, and Erosion Mat	S.Y.	588	\$4.62	\$2,716.56
28	Erosion control rolls	EA.	1	\$78.75	\$78.75
MA-35	8-Inch Water Main w/ Granular Backfill	L.F.	2,141.00	\$69.00	\$147,729.00
MA-36	8-Inch Water Main w/ Granular Backfill	L.F.	56	\$69.00	\$3,864.00
MA-42	Hydrant Assembly and 6-inch valve	EA.	5.0	\$4,700.00	\$23,500.00
MA-43	8-inch water main valve	EA.	7.00	\$1,575.00	\$11,025.00
MA-44	8-inch water main valve	EA.	2.00	\$1,575.00	\$3,150.00
MA-45	6-inch hydrant lead	L.F.	71.00	\$47.00	\$3,337.00
MA-48	Rock Removal	C.Y.	293.00	\$110.00	\$32,230.00
CO-3	Dig Downs for Rock Exploration	EA.	3	\$300.00	\$900.00
Subtotal of Contract					\$236,710.31
Engineering, Administration, & Contingencies					\$60,555.14
Total Project Costs					\$297,265.45

Total Potential Units on the Water Main = 22 Units

Computation of Unit Cost  $\frac{\$297,265.45}{22} = \$13,512.07 / \text{Unit}$

Use \$13,303.56 \* as the Water Main Unit Rate.

\*The final water main exceeded the rate noticed at the Public Hearing therefore the water main assessment is capped at the Public Hearing rate.



### Total Final Water Service Costs

<u>Item</u>			<u>Final</u>	<u>Bid Unit</u>	
<u>No.</u>	<u>Description</u>	<u>Unit</u>	<u>Quantity</u>	<u>Price</u>	<u>Cost</u>
MA-37	1 1/4-Inch Water Service w/ Granular Backfill	L.F.	326	\$72.00	\$23,472.00
MA-38	1 1/4-Inch Water Service w/ Spoil Backfill	L.F.	282	\$58.00	\$16,356.00
MA-39	1 1/4-Inch Tap, Saddle, and Corporation Valve	EA.	22.0	\$325.00	\$7,150.00
MA-40	1 1/4-Inch Curb Valve and Curb Box	EA.	22.0	\$296.00	\$6,512.00
MA-41	2-inch thick water service insulation	S.F.	48.0	\$2.50	\$120.00
Subtotal of Contract					\$53,610.00
Engineering, Administration, & Contingencies					\$13,714.49
Total Project Costs					\$67,324.49

Total Potential Units on the Water Service = 22 Units

Computation of Unit Cost  $\frac{\$67,324.49}{22} = \$3,060.20 / \text{Unit}$

Use \$3,060.20 as the Water Service Unit Rate.

# **Total Final Storm Water Utility Costs**

<u>Item</u>			<u>Final</u>		
<u>No.</u>	<u>Description</u>	<u>Unit</u>	<u>Quantity</u>	<u>Bid Unit Price</u>	<u>Cost</u>
1	Mobilization	L.S.	0.14	\$18,000.00	\$2,520.0
2	Full Depth Saw Cutting	L.F.	140	\$2.10	\$294.0
	3-Inch Asphaltic Driveway Replacement or Approach				
12	Ramp	S.F.	1,093.76	\$3.30	\$3,609.4
13	6-inch concrete driveway replacement or approach	S.F.	252.27	\$7.35	\$1,854.1
14	Crushed Aggregate Driveway Replacement	S.F.	125	\$2.10	\$262.5
17	15-Inch CMP Culvert w/ granular backfill	L.F.	20	\$42.00	\$840.0
18	13"x17" CMPA Culvert w/ granular backfill	L.F.	110	\$42.00	\$4,620.0
19	15" CMP End Sections	EA.	2	\$150.00	\$300.0
20	13"x17" CMPA End Section	EA.	8	\$150.00	\$1,200.0
21	Reset existing culvert	EA.	3	\$600.00	\$1,800.0
24	Topsoil, seed, fertilizer, and Erosion Mat	S.Y.	5,293.00	\$4.62	\$24,453.6
26	Ditch Grading	L.F.	2,358	\$15.75	\$37,138.5
27	Culvert flushing and debris removal	EA.	9	\$800.00	\$7,200.0
28	Erosion control rolls	EA.	26	\$78.75	\$2,047.5
CO-1	18"x24" CMP Culvert	L.F.	15	\$64.50	\$967.5
CO-2	12" CMP Culvert	L.F.	18	\$40.00	\$720.0
CO-4	Rip Rap Around Culverts	S.Y.	26	\$24.15	\$627.9
Subtotal of Contract					\$90,455.1
Engineering, Administration, & Contingencies					\$23,140.2
Total Project Costs					\$113,595.3

Total Final Storm Water Utility Project Costs = \$113,595.35

LEGAL DESCRIPTION & MAP BEING REVISED. WILL BE INSERTED HERE WHEN DONE.

SCHEDULE C  
 FINAL ASSESSMENT ROLL (REBID)  
 LAKEFIELD DRIVE/OAK SPRING CT/CABIN CREEK CT RECONSTRUCTION AND WATER MAIN EXTENSION  
 RD-14-574080, WU-14-2011, ST-13-573016

CITY OF PEWAUKEE

NO.	OWNERS NAME AND ADDRESS	TAX KEY NO.	DESCRIPTION	UNIT	COST/UNIT	COST	ASSESSMENT COST	TOTAL ASSESSMENT
1	DEAN GETTINGER & DIANA GETTINGER N17W27457 LAKEFIELD DR PEWAUKEE WI 53072	PWC 0937001	Road Reconstruction Water Main Water Service	1.00 1.00 1.00	\$9,066.51 \$13,512.07 \$3,060.20	\$9,066.51 \$13,512.07 \$3,060.20	\$2,284.00 \$13,303.56 \$3,060.20	\$18,647.76
2	DENNIS MONROE N17W27433 LAKEFIELD DR PEWAUKEE WI 53072	PWC 0937002	Road Reconstruction Water Main Water Service	1.00 1.00 1.00	\$9,066.51 \$13,512.07 \$3,060.20	\$9,066.51 \$13,512.07 \$3,060.20	\$2,284.00 \$13,303.56 \$3,060.20	\$18,647.76
3	WANSERSKI JOINT REV TRUST N17W27387 LAKEFIELD DR PEWAUKEE WI 53072	PWC 0937003	Road Reconstruction Water Main Water Service	1.00 1.00 1.00	\$9,066.51 \$13,512.07 \$3,060.20	\$9,066.51 \$13,512.07 \$3,060.20	\$2,284.00 \$13,303.56 \$3,060.20	\$18,647.76
4	DOUGLAS R CIURRO & AMY S KOHLHAAS N17W27357 LAKEFIELD DR PEWAUKEE WI 53072	PWC 0937004	Road Reconstruction Water Main Water Service	1.00 1.00 1.00	\$9,066.51 \$13,512.07 \$3,060.20	\$9,066.51 \$13,512.07 \$3,060.20	\$2,284.00 \$13,303.56 \$3,060.20	\$18,647.76
5	JEFFREY & VICKI PODJASEK N17W27317 LAKEFIELD DR PEWAUKEE WI 53072	PWC 0937005	Road Reconstruction Water Main Water Service	1.00 1.00 1.00	\$9,066.51 \$13,512.07 \$3,060.20	\$9,066.51 \$13,512.07 \$3,060.20	\$2,284.00 \$13,303.56 \$3,060.20	\$18,647.76
6	MARIE BREM N17W27450 LAKEFIELD DR PEWAUKEE WI 53072	PWC 0937006	Road Reconstruction Water Main Water Service	1.00 1.00 1.00	\$9,066.51 \$13,512.07 \$3,060.20	\$9,066.51 \$13,512.07 \$3,060.20	\$2,284.00 \$13,303.56 \$3,060.20	\$18,647.76
7	MARIE BREM N17W27450 LAKEFIELD DR PEWAUKEE WI 53072	PWC 0937007	Road Reconstruction Water Main Water Service	1.00 1.00 1.00	\$9,066.51 \$13,512.07 \$3,060.20	\$9,066.51 \$13,512.07 \$3,060.20	\$2,284.00 \$13,303.56 \$3,060.20	\$18,647.76
8	KERRY L WOLFE REVOCABLE TRUST W274N1863 OAK SPRING CT PEWAUKEE WI 53072	PWC 0937008	Road Reconstruction	1.00	\$9,066.51	\$9,066.51	\$2,284.00	\$2,284.00
9	JOSEPH A BLOCH & CHRISTINE R WOLF W274N1891 OAK SPRING CT PEWAUKEE WI 53072	PWC 0937009	Road Reconstruction	1.00	\$9,066.51	\$9,066.51	\$2,284.00	\$2,284.00
10	RICHARD & PATRICIA L RUNGE W274N1892 OAK SPRING CT PEWAUKEE WI 53072	PWC 0937010	Road Reconstruction	1.00	\$9,066.51	\$9,066.51	\$2,284.00	\$2,284.00
11	MARK MEISEL & ERIN MEISEL W274N1862 OAK SPRING CT PEWAUKEE WI 53072	PWC 0937011	Road Reconstruction	1.00	\$9,066.51	\$9,066.51	\$2,284.00	\$2,284.00
12	TIMOTHY & WENDY BABLER W274N1832 OAK SPRING CT PEWAUKEE WI 53072	PWC 0937012	Road Reconstruction	1.00	\$9,066.51	\$9,066.51	\$2,284.00	\$2,284.00



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 RD-14-574080, WU-14-2011, ST-13-573016

CITY OF PEWAUKEE

NO.	OWNERS NAME AND ADDRESS	TAX KEY NO.	DESCRIPTION	UNIT	COST/UNIT	COST	ASSESSMENT COST	TOTAL ASSESSMENT
13	CHERYL K KROFTA N17W27414 LAKEFIELD DR PEWAUKEE WI 53072	PWC 0937013	Road Reconstruction Water Main Water Service	1.00 1.00 1.00	\$9,066.51 \$13,512.07 \$3,060.20	\$9,066.51 \$13,512.07 \$3,060.20	\$2,284.00 \$13,303.56 \$3,060.20	\$18,647.76
14	CHAI ME SCHMEAR & DARCEL M LEDUC N17W27374 LAKEFIELD DR PEWAUKEE WI 53072	PWC 0937014	Road Reconstruction Water Main Water Service	1.00 1.00 1.00	\$9,066.51 \$13,512.07 \$3,060.20	\$9,066.51 \$13,512.07 \$3,060.20	\$2,284.00 \$13,303.56 \$3,060.20	\$18,647.76
15	THIEDE REVOCABLE TRUST DATED APRIL 17, 2013 N17W27348 LAKEFIELD DR PEWAUKEE WI 53072	PWC 0937015	Road Reconstruction Water Main Water Service	1.00 1.00 1.00	\$9,066.51 \$13,512.07 \$3,060.20	\$9,066.51 \$13,512.07 \$3,060.20	\$2,284.00 \$13,303.56 \$3,060.20	\$18,647.76
16	TIM LOWREY ROANNA LOWREY N17W27318 LAKEFIELD DR PEWAUKEE WI 53072	PWC 0937016	Road Reconstruction Water Main Water Service	1.00 1.00 1.00	\$9,066.51 \$13,512.07 \$3,060.20	\$9,066.51 \$13,512.07 \$3,060.20	\$2,284.00 \$13,303.56 \$3,060.20	\$18,647.76
17	DAVID CRAWFORD & JULIE CRAWFORD N17W27310 LAKEFIELD DR #2 PEWAUKEE WI 53072	PWC 0937017	Road Reconstruction Water Main Water Service	1.00 1.00 1.00	\$9,066.51 \$13,512.07 \$3,060.20	\$9,066.51 \$13,512.07 \$3,060.20	\$2,284.00 \$13,303.56 \$3,060.20	\$18,647.76
18	ALBIN WAHLGREN N17W27304 LAKEFIELD DR PEWAUKEE WI 53072	PWC 0937018	Road Reconstruction Water Main Water Service	1.00 1.00 1.00	\$9,066.51 \$13,512.07 \$3,060.20	\$9,066.51 \$13,512.07 \$3,060.20	\$2,284.00 \$13,303.56 \$3,060.20	\$18,647.76
19	DAVID CRAWFORD & JULIE CRAWFORD N17W27310 LAKEFIELD DR PEWAUKEE WI 53072	PWC 0937019	Road Reconstruction	1.00	\$9,066.51	\$9,066.51	\$2,284.00	\$2,284.00
20	CYD PHILLIPS N17W27487 LAKEFIELD DR PEWAUKEE WI 53072	PWC 0937993	Road Reconstruction Water Main Water Service	1.00 1.00 1.00	\$9,066.51 \$13,512.07 \$3,060.20	\$9,066.51 \$13,512.07 \$3,060.20	\$2,284.00 \$13,303.56 \$3,060.20	\$18,647.76
21	TOM P PROKOP N17W27511 LAKEFIELD DR PEWAUKEE WI 53072	PWC 0938071	Road Reconstruction Water Main Water Service	1.00 1.00 1.00	\$9,066.51 \$13,512.07 \$3,060.20	\$9,066.51 \$13,512.07 \$3,060.20	\$2,284.00 \$13,303.56 \$3,060.20	\$18,647.76
22	JAMES & LINDA GAUGER N17W27541 LAKEFIELD DR PEWAUKEE WI 53072	PWC 0938072	Road Reconstruction Water Main Water Service	1.00 1.00 1.00	\$9,066.51 \$13,512.07 \$3,060.20	\$9,066.51 \$13,512.07 \$3,060.20	\$2,284.00 \$13,303.56 \$3,060.20	\$18,647.76
23	MATTHEW BETZHOLD & KYMBERLI BETZHOLD N17W27563 LAKEFIELD DR PEWAUKEE WI 53072	PWC 0938073	Road Reconstruction Water Main Water Service	1.00 1.00 1.00	\$9,066.51 \$13,512.07 \$3,060.20	\$9,066.51 \$13,512.07 \$3,060.20	\$2,284.00 \$13,303.56 \$3,060.20	\$18,647.76

SCHEDULE C  
 FINAL ASSESSMENT ROLL (REBID)  
 LAKEFIELD DRIVE/OAK SPRING CT/CABIN CREEK CT RECONSTRUCTION AND WATER MAIN EXTENSION  
 RD-14-574080, WU-14-2011, ST-13-573016

CITY OF PEWAUKEE

NO.	OWNERS NAME AND ADDRESS	TAX KEY NO.	DESCRIPTION	UNIT	COST/UNIT	COST	ASSESSMENT COST	TOTAL ASSESSMENT
24	MATTHEW KOVNESKY REGINA SHIRKEY N17W27591 LAKEFIELD DR PEWAUKEE WI 53072	PWC 0938074	Road Reconstruction Water Main Water Service	1.00 1.00 1.00	\$9,066.51 \$13,512.07 \$3,060.20	\$9,066.51 \$13,512.07 \$3,060.20	\$2,284.00 \$13,303.56 \$3,060.20	\$18,647.76
25	KEVIN W KRAHL W276N1802 SPRING CREEK DR PEWAUKEE WI 53072	PWC 0938075	Water Main Water Service	1.00 1.00	\$13,512.07 \$3,060.20	\$13,512.07 \$3,060.20	\$13,303.56 \$3,060.20	\$16,363.76
26	THOMAS MULHANEY JENNIFER CHUNG W275N1870 CABIN CREEK CT PEWAUKEE WI 53072	PWC 0938990	Road Reconstruction  Road Reconstruction - Deferred	1.00  1.00	\$9,066.51  \$9,066.51	\$9,066.51  \$9,066.51	\$2,284.00  \$2,284.00	\$2,284.00 \$2,284.00 (Deferred)
27	ADAM W LAPP W197N17058 STONEWALL DR JACKSON WI 53037	PWC 0938991	Road Reconstruction Water Main Water Service	1.00 1.00 1.00	\$9,066.51 \$13,512.07 \$3,060.20	\$9,066.51 \$13,512.07 \$3,060.20	\$2,284.00 \$13,303.56 \$3,060.20	\$18,647.76
28	LOU ANN MESA W275N1830 CABIN CREEK CT PEWAUKEE WI 53072	PWC 0938992	Road Reconstruction	1.00	\$9,066.51	\$9,066.51	\$2,284.00	\$2,284.00
29	DEAN HAHN N17W27532 LAKEFIELD DR PEWAUKEE WI 53072	PWC 0938993	Road Reconstruction Water Main Water Service	1.00 1.00 1.00	\$9,066.51 \$13,512.07 \$3,060.20	\$9,066.51 \$13,512.07 \$3,060.20	\$2,284.00 \$13,303.56 \$3,060.20	\$18,647.76
30	GINA KARAS-SCHILLING DYNA KARAS-SCHILLING N18W27640 LAKEFIELD DR PEWAUKEE WI 53072	PWC 0938994	Road Reconstruction Water Main Water Service	1.00 1.00 1.00	\$9,066.51 \$13,512.07 \$3,060.20	\$9,066.51 \$13,512.07 \$3,060.20	\$2,284.00 \$13,303.56 \$3,060.20	\$18,647.76
31	ROGER NEITZELL NINETTE NEITZELL W275N1891 CABIN CREEK CT PEWAUKEE WI 53072	PWC 0938994004	Road Reconstruction  Road Reconstruction - Deferred	1.00  1.00	\$9,066.51  \$9,066.51	\$9,066.51  \$9,066.51	\$2,284.00  \$2,284.00	\$2,284.00 \$2,284.00 (Deferred)
32	JOSHUA A POSEY W275N1990 CABIN CREEK CT PEWAUKEE WI 53072	PWC 0938994005	Road Reconstruction	1.00	\$9,066.51	\$9,066.51	\$2,284.00	\$2,284.00

NO.	OWNERS NAME AND ADDRESS	TAX KEY NO.	DESCRIPTION	UNIT	COST/UNIT	COST	ASSESSMENT COST	TOTAL ASSESSMENT
	TOTAL CONTRIBUTION IN AID OF ROAD CONSTRUCTION			31.00				\$70,804.00
	TOTAL CONTRIBUTION IN AID OF WATER MAIN CONSTRUCTION			22.00				\$292,678.32
	TOTAL CONTRIBUTION IN AID OF WATER SERVICE CONSTRUCTION			22.00				\$67,324.40
	TOTAL CONTRIBUTION IN AID OF ROAD CONSTRUCTION (Deferred)			2.00				\$4,568.00
	TOTAL CONTRIBUTION IN AID OF WATER MAIN CONSTRUCTION (Deferred)			0.00				\$0.00

The properties against which contributions in aid of construction are proposed are benefited and the improvements constitute an exercise in Police Powers.

## **RESOLUTION 18-09-20**

### **FINAL RESOLUTION LEVYING SPECIAL ASSESSMENTS FOR REHABILITATION OF LAKEFIELD DRIVE, OAK SPRING COURT, AND CABIN CREEK COURT, WATER MAIN EXTENSION, AND APPURTENANCES (PURSUANT TO SECTION 66.0703, WISCONSIN STATUTES)**

WHEREAS, the Common Council has adopted a special assessment policy in regard to improvement of all streets, roads, water mains, water services, and related facilities; and,

WHEREAS, the Common Council of the City of Pewaukee did authorize previously the cost of the road rehabilitation, water main extension, drainage improvements, and appurtenances of Lakefield Drive, Oak Spring Court, and Cabin Creek Court; and,

WHEREAS, the Common Council of the City of Pewaukee, Waukesha County, Wisconsin held a public hearing at City Hall Common Council Chambers, located at W240N3065 Pewaukee Road, Pewaukee, WI at 6:00 pm on the 19<sup>th</sup> day of May, 2014 to receive comments from those property owners directly affected by such improvements; and,

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Common Council of the City of Pewaukee, to adopt this resolution as follows:

1. That the final report prepared by the City Engineer dated August 30, 2018, is hereby adopted and made a part of this resolution.
2. That the total cost of said improvement of \$810,349.27 including engineering and contingency fees, be paid by assessing the cost to the properties benefited as indicated in said report and based upon the adopted special assessment policies of the City of Pewaukee.
3. That the benefit shown on the report, as modified, is true and correct and has been determined on a reasonable basis and is hereby confirmed.
4. That this assessment is an exercise of the policy power of the City of Pewaukee and have been determined on a reasonable basis and will result in a benefit to each and every property being assessed.
5. That the Common Council has previously determined that the bid for the water main extension within Lakefield Drive, drainage improvements of and road rehabilitation of Lakefield Drive, Oak Spring Court, and Cabin Creek Court to Dave Tenor Corporation, based on the lowest qualified bid be accepted and that contract was thereupon let to said bidder in the bid amount of \$579,405.90.
6. That the payment for the debt incurred for the road and water main be made by assessing the cost to the property benefited and on the following terms and conditions:



- a. **Road Assessment:**
- i. That the assessments may be paid in cash in full on or before October 31, 2018 or in ten annual installments to the City Treasurer, installment payments to bear annual interest at the rate of 3.95% per annum on the unpaid balance and said first installment being due on the date when real estate taxes are due and annually by October 31<sup>st</sup> thereafter. All assessments are due at the time of sale. All assessments or installments which are not paid by the date specified shall be extended upon the tax roll as a delinquent tax against the property and all proceedings in relation to the collection, return and sale of property for delinquent real estate taxes shall apply to such special assessment, except as otherwise provided by statute.
  - ii. If there exists the potential for future units within the local road assessment area. Additional units may become payable per the Special Assessment of Street and Street Related Improvements Policy (Resolution 06-02-1 or as otherwise revised/updated) for a period of 5 years from the date of final resolution. The additional assessment will be due at the time of subdivision (via Certified Survey Map (CSM), Plat of Survey, or other land division methods).
- b. **Water Main and Service Assessment:**
- i. All of the area to be served by the Lakefield Drive Local Water Main is hereby assessed a local water assessment at the rate of \$13,303.56 per residential equivalent connection (unit) and a 1 1/4" water service at the rate of \$3,060.20 each.
  - ii. Payment is due upon connection, rezoning, or subdivision of the property. Payments may be made in 10 annual installments on the end of year tax bill with annual interest of 3.95% accruing on any unpaid balance beginning at the time of connection.
  - iii. There are no mandatory connection periods for existing structures.
  - iv. There exists the potential for future REC's within the local water assessment area. Additional REC's may become payable at the then applicable rate should the number of units utilized increase at the time of or following connection to the municipal water system. A decrease in units will not result in a refund to the property owner after initial payment is made.
7. That the City Clerk shall publish this Final Resolution as a Class 1 Notice in the area upon which this assessment is levied and shall mail a copy of this Resolution and a statement of the final assessment against the benefited properties to each property owner who appears on the assessment roll, whose post office address is known or can, with reasonable diligence, be ascertained. In the notice published and mailed, a map shall be enclosed and shall be published and mailed with the notice as will reasonably describe the area upon which this assessment is being levied. This assessment is levied upon all properties within the project area having direct or indirect access to Lakefield Drive, Oak Spring Court, Cabin Creek Court and the water main. Each of said property owners shall be assessed in accordance with the Engineer's Report.

This Final Resolution passed and adopted this 10<sup>th</sup> day of September, 2018.

CITY OF PEWAUKEE

ATTEST:

\_\_\_\_\_  
Steve Bierce, Mayor

\_\_\_\_\_  
Kelly Tarczewski, Clerk/Treasurer

**CITY OF PEWAUKEE  
COMMON COUNCIL AGENDA ITEM 21.**

**DATE:** September 10, 2018

**DEPARTMENT:** PW - Water/Sewer

**PROVIDED BY:** Jeffrey Weigel, Public Works Dir. & City Eng.; Maggie Wagner, Asst. City Eng.

***SUBJECT:***

Discussion and Possible Action of **Resolution 18-09-21** Finalizing the Special Assessments and Final Engineer's Report for the Duplainville Road & Weyer Road Water Main Extension [Weigel]

***BACKGROUND:***

In 2014 the Common Council conducted the Public Hearing and awarded the contract for the Duplainville Road and Weyer Road water main extensions.

***FINANCIAL IMPACT:***

The requested actions finalize the special assessments and attendant Engineer's Report.

***RECOMMENDED MOTION:***

Common Council adopts Resolution 18-09-21 finalizing the special assessments and Engineer's Report.

**ATTACHMENTS:**

Description

Duplainville Road and Weyer Road water main extension Engineer's Report.

Resolution 18.09.21

**Final Report of the Engineer**  
**On The Proposed Duplainville Road, Lindsay Road, and Weyer Road**  
**Water Main Extension Assessments**  
**In The City of Pewaukee**

In accordance with the resolution passed by the City Council of the City of Pewaukee, we herewith submit our report on assessments for the installation of municipal water Duplainville Road, Lindsay Road, and Weyer Road to be made in the City of Pewaukee. All data shown here is based on actual prices.

This report consists of the following Schedules:

- Schedule "A": Summary of options for assessments and related costs.
- Schedule "B": Legal description, dated August, 2014, and map, dated July, 2014, of all parcels within the assessment district.
- Schedule "C": Final assessment for each parcel affected.

The properties against which the assessments are proposed are benefited and the improvements constitute an exercise of Police Powers.

Jeffrey L. Weigel, P.E.  
Director of Public Works/City Engineer  
City of Pewaukee  
W240 N3065 Pewaukee Road  
Pewaukee, WI 53072  
September 10, 2018

Prepared by:  
Magdelene J. Wagner, P.E.  
Assistant City Engineer  
August 28, 2018



### Schedule "A" – Duplainville Road, Lindsay Road, and Weyer Road Municipal Water Main Extension

The City of Pewaukee is considering the installation of municipal water main of Duplainville Road from Victoria Station to Weyer Road, Lindsay Road from Duplainville Road to Wilhar Road, and Weyer Road from Duplainville Road to Town Line Road. The improvements consist of water main extension and related facilities.

The cost of the water main extension will be apportioned to all property owners utilizing or have access to the system.

It is recommended the costs for the improvements be determined on a unit basis.

### **UNIT RATE COMPUTATIONS**

#### Water Main Unit Rate

Final 8-inch Equivalent Water Main Costs (see attached breakdown)	\$799,986.53
Engineering, Administration, & Contingencies	\$78,246.65
Total Final Water Main Assessable Cost	\$878,233.18

$$\$878,233.18 \div 55 = \$15,967.88 / \text{Unit}$$

Use \$15,967.88 as the Water Main Unit Rate.

#### Water Service Unit Rate

Final Water Service Costs (see attached breakdown)	\$43,785.90
Engineering, Administration, & Contingencies	\$4,282.70
Total Final Water Service Assessable Cost	\$48,068.60

$$\$48,068.60 \div 13 = \$3,697.58 / \text{Unit}$$

Use \$3,697.58 as the Water Service Unit Rate.

### **COST SUMMARY**

Total Project Costs	\$1,072,650.82
Total Water Main Assessable Costs (deduct)	\$287,421.84
Total Water Main Assessable Costs - Deferred (deduct)	\$590,811.56
Total Non-assessable and Water Utility Cost - RCA (deduct)	\$146,349.04
Total Water Service Assessable Costs (deduct)	\$48,068.60
Net Non-assessable and City Costs	-\$0.22

Computation of Costs

**Total Project Costs**

<u>Item</u>			<u>Final</u>	<u>Bid Unit</u>	
<u>No.</u>	<u>Description</u>	<u>Unit</u>	<u>Quantity</u>	<u>Price</u>	<u>Cost</u>
1	Site Clearing	L.S.	1.00	\$2,000.00	\$2,000.00
2	12-Inch Water Main w/ Granular Backfill	L.F.	4,199.00	\$89.00	\$373,711.00
3	12-Inch Water Main w/ Spoil Backfill	L.F.	2,623.00	\$64.00	\$167,872.00
4	8-Inch Water Main w/ Granular Backfill	L.F.	89.4	\$122.00	\$10,906.80
5	6-inch hydrant lead	L.F.	233.90	\$80.00	\$18,712.00
6	12-inch water main valve & Box	EA.	22.00	\$2,900.00	\$63,800.00
7	8-inch water main valve & Box	EA.	1.00	\$1,800.00	\$1,800.00
8	6-inch Gate Valve & Box	EA.	15.00	\$1,200.00	\$18,000.00
9	1 1/4-Inch Water Service	L.F.	418.9	\$100.00	\$41,890.00
10	Hydrant	EA.	15.0	\$3,600.00	\$54,000.00
	24-inch Dia Bored & Jacked Steel Casing w/ 12-inch Water				
11	Main	LF	177.0	\$411.00	\$72,747.00
12	3/4" Crushed Limestone	TON	548.69	\$10.00	\$5,486.90
13	1 1/4" Crushed Limestone	TON	0.0	\$10.00	\$0.00
14	Bituminous Concrete Binder (E-1.0, 19mm, PG 58-28)	TON	0	\$80.00	\$0.00
15	Bituminous Concrete Surface (E-1.0, 12.5mm, PG 58-28)	TON	99.06	\$220.00	\$21,793.20
16	Bituminous Concrete Surface (E-1.0, 9.5mm, PG 58-28)	TON	22.55	\$230.00	\$5,186.50
17	Concrete driveway	S.Y.	0	\$120.00	\$0.00
18	3" Topsoil, Temporary Seed, and Erosion Mat	S.Y.	3,345	\$3.00	\$10,035.00
19	Permanent seed, Fertilizer, and Erosion Mat	S.Y.	2,504.9	\$1.00	\$2,504.90
		1000			
20	Dust control with water	GAL	0	\$101.00	\$0.00
21	Silt Fence	L.F.	0	\$4.00	\$0.00
22	Sediment Logs	EA.	8	\$82.00	\$656.00
23	Mobilization	L.S.	1	\$14,000.00	\$14,000.00
	Change order 1- asphalt overlay Weyer road	TON	1,042.5	\$64.85	\$67,606.13
	Change order 2-extras delays	L.S.	1	\$24,375.00	\$24,375.00
Subtotal of Contract					\$977,082.43
Engineering, Administration, & Contingencies					\$95,568.39
Total Project Costs					\$1,072,650.82

## Total Water Main Costs

<u>Item</u>			<u>Final</u>	<u>Bid Unit</u>	
<u>No.</u>	<u>Description</u>	<u>Unit</u>	<u>Quantity</u>	<u>Price</u>	<u>Cost</u>
1	Site Clearing	L.S.	0.96	\$2,000.00	\$1,920.00
2	12-Inch Water Main w/ Granular Backfill	L.F.	4,199.00	\$89.00	\$373,711.00
3	12-Inch Water Main w/ Spoil Backfill	L.F.	2,623.00	\$64.00	\$167,872.00
4	8-Inch Water Main w/ Granular Backfill	L.F.	89.4	\$122.00	\$10,906.80
5	6-inch hydrant lead	L.F.	233.90	\$80.00	\$18,712.00
6	12-inch water main valve & Box	EA.	22.00	\$2,900.00	\$63,800.00
7	8-inch water main valve & Box	EA.	1.00	\$1,800.00	\$1,800.00
8	6-inch Gate Valve & Box	EA.	15.00	\$1,200.00	\$18,000.00
10	Hydrant	EA.	15.0	\$3,600.00	\$54,000.00
	24-inch Dia Bored & Jacked Steel Casing w/ 12-inch Water				
11	Main	LF	177.0	\$411.00	\$72,747.00
12	3/4" Crushed Limestone	TON	548.69	\$10.00	\$5,486.90
13	1 1/4" Crushed Limestone	TON	0.0	\$10.00	\$0.00
14	Bituminous Concrete Binder (E-1.0, 19mm, PG 58-28)	TON	0	\$80.00	\$0.00
15	Bituminous Concrete Surface (E-1.0, 12.5mm, PG 58-28)	TON	99.06	\$220.00	\$21,793.20
16	Bituminous Concrete Surface (E-1.0, 9.5mm, PG 58-28)	TON	22.55	\$230.00	\$5,186.50
17	Concrete driveway	S.Y.	0	\$120.00	\$0.00
18	3" Topsoil, Temporary Seed, and Erosion Mat	S.Y.	3,010	\$3.00	\$9,030.00
19	Permanent seed, Fertilizer, and Erosion Mat	S.Y.	2,254	\$1.00	\$2,254.00
		1000			
20	Dust control with water	GAL	0	\$101.00	\$0.00
21	Silt Fence	L.F.	0	\$4.00	\$0.00
22	Sediment Logs	EA.	8	\$82.00	\$656.00
23	Mobilization	L.S.	0.96	\$14,000.00	\$13,440.00
	Change order 1- asphalt overlay Weyer road	TON	1,042.5	\$64.85	\$67,606.13
	Change order 2-extras delays	L.S.	1	\$24,375.00	\$24,375.00
Subtotal of Contract					\$933,296.53
Engineering, Administration, & Contingencies					\$91,285.69
Total Project Costs					\$1,024,582.22

### Total Equivalent 8-inch Water Main Costs

<u>Item</u>			<u>Final</u>	<u>Bid Unit</u>	
<u>No.</u>	<u>Description</u>	<u>Unit</u>	<u>Quantity</u>	<u>Price</u>	<u>Cost</u>
1	Site Clearing	L.S.	0.82	\$2,000.00	\$1,640.00
2	8-Inch Water Main w/ Granular Backfill - Equivalent	L.F.	4,199.00	\$80.00	\$335,920.00
3	8-Inch Water Main w/ Spoil Backfill - Equivalent	L.F.	2,623.00	\$60.00	\$157,380.00
4	8-Inch Water Main w/ Granular Backfill	L.F.	89.4	\$122.00	\$10,906.80
5	6-inch hydrant lead	L.F.	233.90	\$80.00	\$18,712.00
6	8-inch water main valve & Box - Equivalent	EA.	22.00	\$1,800.00	\$39,600.00
7	8-inch water main valve & Box	EA.	1.00	\$1,800.00	\$1,800.00
8	6-inch Gate Valve & Box	EA.	15.00	\$1,200.00	\$18,000.00
10	Hydrant	EA.	15.0	\$3,600.00	\$54,000.00
	24-inch Dia Bored & Jacked Steel Casing w/ 8-inch Water				
11	Main - Equivalent	LF	177.0	\$80.00	\$14,160.00
12	3/4" Crushed Limestone	TON	548.69	\$10.00	\$5,486.90
13	1 1/4" Crushed Limestone	TON	0.0	\$10.00	\$0.00
14	Bituminous Concrete Binder (E-1.0, 19mm, PG 58-28)	TON	0	\$80.00	\$0.00
15	Bituminous Concrete Surface (E-1.0, 12.5mm, PG 58-28)	TON	99.06	\$220.00	\$21,793.20
16	Bituminous Concrete Surface (E-1.0, 9.5mm, PG 58-28)	TON	22.55	\$230.00	\$5,186.50
17	Concrete driveway	S.Y.	0	\$120.00	\$0.00
18	3" Topsoil, Temporary Seed, and Erosion Mat	S.Y.	3,010	\$3.00	\$9,030.00
19	Permanent seed, Fertilizer, and Erosion Mat	S.Y.	2,254	\$1.00	\$2,254.00
		1000			
20	Dust control with water	GAL	0	\$101.00	\$0.00
21	Silt Fence	L.F.	0	\$4.00	\$0.00
22	Sediment Logs	EA.	8	\$82.00	\$656.00
23	Mobilization	L.S.	0.82	\$14,000.00	\$11,480.00
	Change order 1- asphalt overlay Weyer road	TON	1,042.5	\$64.85	\$67,606.13
	Change order 2-extras delays	L.S.	1	\$24,375.00	\$24,375.00
Subtotal of Contract					\$799,986.53
Engineering, Administration, & Contingencies					\$78,246.65
Total Project Costs					\$878,233.18

Total Potential Units on the Water Main = 55 Units

Computation of Unit Cost  $\frac{\$878,233.18}{55} = \$15,967.88 / \text{Unit}$

Use \$15,967.88 as the Water Main Unit Rate.



### Total Water Service Costs

<u>Item</u>			<u>Final</u>	<u>Bid Unit</u>	
<u>No.</u>	<u>Description</u>	<u>Unit</u>	<u>Quantity</u>	<u>Price</u>	<u>Cost</u>
1	Site Clearing	L.S.	0.04	\$2,000.00	\$80.00
9	1 1/4-Inch Water Service	L.F.	418.9	\$100.00	\$41,890.00
18	3" Topsoil, Temporary Seed, and Erosion Mat	S.Y.	335	\$3.00	\$1,005.00
19	Permanent seed, Fertilizer, and Erosion Mat	S.Y.	250.9	\$1.00	\$250.90
23	Mobilization	L.S.	0.04	\$14,000.00	\$560.00
Subtotal of Contract					\$43,785.90
Engineering, Administration, & Contingencies					\$4,282.70
Total Project Costs					\$48,068.60

Total Potential Units on the Water Service = 13 Units

Computation of Unit Cost  $\frac{\$48,068.60}{13} = \$3,697.58 / \text{Unit}$

Use \$3,697.58 as the Water Service Unit Rate.

Schedule "B": Legal Description

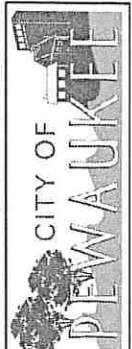
August 13, 2014

All that part of Southwest ¼ of Section 17, Township 7 North, Range 19 East, City of Pewaukee, Waukesha County, Wisconsin, more fully described as follows:

All lands abutting the south side of Weyer Road from Duplainville Road to Town Line Road, Lindsay Road from Duplainville Road to Wilhar Road, and Duplainville Road from approximately 450 feet north of Victoria Street to Weyer Road.

Magdelene J. Wagner, P.E.  
Assistant City Engineer  
City of Pewaukee







CITY OF  
PEWAUKEE

DUPLAINVILLE ROAD / WEYER ROAD  
WATER MAIN EXTENSION  
ASSESSMENT AREA  
WU - 14 - 5191  
CITY OF PEWAUKEE  
WAUKESHA COUNTY, WISCONSIN

**LEGEND**

 WATER MAIN  
ASSESSMENT AREA

  
N  
W E  
S

0 100 200 300 400 500 1000  
SCALE IN FEET

DATE: JULY, 2014

SCHEDULE C  
FINAL ASSESSMENT ROLL  
DUPLAINVILLE/WEYER/LINDSAY WATER MAIN EXTENSION  
WU-14-5191

CITY OF PEWAUKEE

NO.	OWNERS NAME AND ADDRESS	TAX KEY NO.	DESCRIPTION	UNIT	COST/UNIT	COST	ASSESSMENT COST	TOTAL ASSESSMENT
1	SHANE DAVIS TARAH DAVIS N47W22175 WEYER RD PEWAUKEE WI 53072	PWC 0865991001	Water Main Water Service Water Main (Deferred)	1.00 1.00 2.00	\$15,967.88 \$3,697.58 \$15,967.88	\$15,967.88 \$3,697.58 \$31,935.76	\$15,967.88 \$3,697.58 \$31,935.76	\$19,665.46  \$31,935.76
2	PATRICIA FERENTZ LIVING TRUST N47W22377 WEYER RD PEWAUKEE WI 53072	PWC 0865993	Water Main Water Service	1.00 1.00	\$15,967.88 \$3,697.58	\$15,967.88 \$3,697.58	\$15,967.88 \$3,697.58	\$19,665.46
3	DENNIS W CARLSON & HEIDE M CARLSON N47W22391 WEYER RD PEWAUKEE WI 53072	PWC 0865994	Water Main Water Service	1.00 1.00	\$15,967.88 \$3,697.58	\$15,967.88 \$3,697.58	\$15,967.88 \$3,697.58	\$19,665.46
4	DONALD E KRENKE JR & AMY L KREN AMY L KRENKE N47W22455 WEYER RD PEWAUKEE WI 53072	PWC 0865995001	Water Main Water Service Water Main (Deferred)	1.00 1.00 1.00	\$15,967.88 \$3,697.58 \$15,967.88	\$15,967.88 \$3,697.58 \$15,967.88	\$15,967.88 \$3,697.58 \$15,967.88	\$19,665.46  \$15,967.88
5	CAROL J SCHNEIDER & IMOGENE P SCHNEIDER ET AL N47W22423 WEYER RD PEWAUKEE WI 53072	PWC 0865995003	Water Main Water Service Water Main (Deferred)	1.00 1.00 1.00	\$15,967.88 \$3,697.58 \$15,967.88	\$15,967.88 \$3,697.58 \$15,967.88	\$15,967.88 \$3,697.58 \$15,967.88	\$19,665.46  \$15,967.88
6	THADDEUS J SELERSKI & CATHY L SELERSKI N47W22347 WEYER RD PEWAUKEE WI 53072	PWC 0865996001	Water Main Water Service	1.00 1.00	\$15,967.88 \$3,697.58	\$15,967.88 \$3,697.58	\$15,967.88 \$3,697.58	\$19,665.46
7	STEVEN RIVETT & BRENDA KRUPPE N47W22107 WEYER RD PEWAUKEE WI 53072	PWC 0865999002	Water Main Water Service	1.00 1.00	\$15,967.88 \$3,697.58	\$15,967.88 \$3,697.58	\$15,967.88 \$3,697.58	\$19,665.46
8	JOHN HOLLENSTEIN & SUE HOLLENSTEIN N47W22683 WEYER RD PEWAUKEE WI 53072	PWC 0866990	Water Main Water Service	1.00 1.00	\$15,967.88 \$3,697.58	\$15,967.88 \$3,697.58	\$15,967.88 \$3,697.58	\$19,665.46



SCHEDULE C  
FINAL ASSESSMENT ROLL  
DUPLAINVILLE/WEYER/LINDSAY WATER MAIN EXTENSION  
WU-14-5191

CITY OF PEWAUKEE

9	FREDERIC G LINDENSTRUTH & MICHELLE L LINDENSTRUTH W226N4493 DUPLAINVILLE RD PEWAUKEE WI 53072	PWC 0866992008	Water Main Water Service Water Main (Deferred)	1.00 1.00 1.00	\$15,967.88 \$3,697.58 \$15,967.88	\$15,967.88 \$3,697.58 \$15,967.88	\$15,967.88 \$3,697.58 \$15,967.88	\$19,665.46 \$15,967.88
10	GOLIATH PROPERTIES LLC 1177 QUAIL CT SUITE 100 PEWAUKEE WI 53072	PWC 0866992009	Water Main	1.00	\$15,967.88	\$15,967.88	\$15,967.88	\$15,967.88
11	STEVEN KUNDINGER SUSAN BANSKI W227N4537 DUPLAINVILLE RD PEWAUKEE WI 53072	PWC 0866993	Water Main Water Service	1.00 1.00	\$15,967.88 \$3,697.58	\$15,967.88 \$3,697.58	\$15,967.88 \$3,697.58	\$19,665.46
12	JAMES F WALTERS III N46W22811 LINDSAY RD PEWAUKEE WI 53072	PWC 0866995002	Water Main Water Service Water Main (Deferred)	1.00 1.00 1.00	\$15,967.88 \$3,697.58 \$15,967.88	\$15,967.88 \$3,697.58 \$15,967.88	\$15,967.88 \$3,697.58 \$15,967.88	\$19,665.46 \$15,967.88
13	MHL LAND LLC W227N4755 DUPLAINVILLE RD PEWAUKEE WI 53072	PWC 0866997001	Water Main Water Main (Deferred)	1.00 3.00	\$15,967.88 \$15,967.88	\$15,967.88 \$47,903.64	\$15,967.88 \$47,903.64	\$15,967.88 \$47,903.64
14	MHL LAND LLC & (MERRILL HILLS LANDSCAPE CO) W227N4755 DUPLAINVILLE RD PEWAUKEE WI 53072	PWC 0866997002	Water Main Water Service Water Main (Deferred)	1.00 1.00 7.00	\$15,967.88 \$3,697.58 \$15,967.88	\$15,967.88 \$3,697.58 \$111,775.16	\$15,967.88 \$3,697.58 \$111,775.16	\$19,665.46 \$15,967.88 \$111,775.16
15	MHL LAND LLC W36S58319 HIGHWAY 67 EAGLE WI 53119	PWC 0866997003	Water Main Water Main (Deferred)	1.00 4.00	\$15,967.88 \$15,967.88	\$15,967.88 \$63,871.52	\$15,967.88 \$63,871.52	\$15,967.88 \$63,871.52
16	PATRICK J SCHUELE & RONALD F SCHUELE JR 1723 SPRUCE ST GRAFTON WI 53024	PWC 0866998	Water Main Water Main (Deferred)	1.00 15.00	\$15,967.88 \$15,967.88	\$15,967.88 \$239,518.20	\$15,967.88 \$239,518.20	\$15,967.88 \$239,518.20
17	MICHAEL A HUMMER SANDRA J HUMMER FAMILY TRUST N47W22521 WEYER RD PEWAUKEE WI 53072	PWC 0866999	Water Main Water Service Water Main (Deferred)	1.00 1.00 2.00	\$15,967.88 \$3,697.58 \$15,967.88	\$15,967.88 \$3,697.58 \$31,935.76	\$15,967.88 \$3,697.58 \$31,935.76	\$19,665.46 \$15,967.88 \$31,935.76
18	CHRISTINE A LINDENSTRUTH N47W22733 WEYER RD PEWAUKEE WI 53072	PWC 0867995	Water Main	1.00	\$15,967.88	\$15,967.88	\$15,967.88	\$15,967.88

SCHEDULE C  
FINAL ASSESSMENT ROLL  
DUPLAINVILLE/WEYER/LINDSAY WATER MAIN EXTENSION  
WU-14-5191

September 10, 2018  
Prepared August 28, 2018

TOTAL CONTRIBUTION IN AID OF WATER MAIN CONSTRUCTION	18.00	\$287,421.84
TOTAL CONTRIBUTION IN AID OF WATER SERVICE CONSTRUCTION	13.00	\$48,068.54
TOTAL CONTRIBUTION IN AID OF WATER MAIN CONSTRUCTION (Deferred)	37.00	\$590,811.56

The properties against which contributions in aid of construction are proposed are benefited and the improvements constitute an exercise in Police Powers.

## **RESOLUTION 18-09-21**

### **FINAL RESOLUTION LEVYING SPECIAL ASSESSMENTS FOR DUPLAINVILLE ROAD AND WEYER ROAD WATER MAIN EXTENSION AND APPURTENANCES (PURSUANT TO SECTION 66.0703, WISCONSIN STATUTES)**

WHEREAS, the Common Council has adopted a special assessment policy in regard to improvement of all water mains, water services, and related facilities; and,

WHEREAS, the Common Council of the City of Pewaukee did authorize previously the cost of the water main extension and appurtenances of Duplainville Road and Weyer Road; and,

WHEREAS, the Common Council of the City of Pewaukee, Waukesha County, Wisconsin held a public hearing at City Hall Common Council Chambers, located at W240N3065 Pewaukee Road, Pewaukee, WI at 6:30 pm on the 18<sup>th</sup> day of August, 2014 to receive comments from those property owners directly affected by such improvements; and,

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Common Council of the City of Pewaukee, to adopt this resolution as follows:

1. That the final report prepared by the City Engineer dated August 28, 2018, is hereby adopted and made a part of this resolution.
2. That the total cost of said improvement of \$1,072,650.82 including engineering and contingency fees, be paid by assessing the cost to the properties benefited as indicated in said report and based upon the adopted special assessment policies of the City of Pewaukee.
3. That the benefit shown on the report, as modified, is true and correct and has been determined on a reasonable basis and is hereby confirmed.
4. That this assessment is an exercise of the policy power of the City of Pewaukee and have been determined on a reasonable basis and will result in a benefit to each and every property being assessed.
5. That the Common Council has previously determined that the bid for the water main extension within Duplainville Road and Weyer Road to Globe Contractors, Inc., based on the lowest qualified bid be accepted and that contract was thereupon let to said bidder in the bid amount of \$870,133.00.
6. That the payment for the debt incurred for the water main be made by assessing the cost to the property benefited and on the following terms and conditions:

a. **Water Main and Service Assessment:**

- i. All of the area to be served by the Duplainville Road and Weyer Road Local Water Main is hereby assessed a local water assessment at the rate of \$15,967.88 per residential equivalent connection (unit) and a 1 ¼" water service at the rate of \$3,697.58 each.
  - ii. Payment is due upon connection, rezoning, subdivision, or time of sale of the property. Payments may be made in 10 annual installments on the end of year tax bill with annual interest of 3.95% accruing on any unpaid balance beginning at the time of connection.
  - iii. There are no mandatory connection periods for existing structures.
  - iv. There exists the potential for future REC's within the local water assessment area. Additional REC's may become payable at the then applicable rate should the number of units utilized increase at the time of or following connection to the municipal water system. A decrease in units will not result in a refund to the property owner after initial payment is made.
7. That the City Clerk shall publish this Final Resolution as a Class 1 Notice in the area upon which this assessment is levied and shall mail a copy of this Resolution and a statement of the final assessment against the benefited properties to each property owner who appears on the assessment roll, whose post office address is known or can, with reasonable diligence, be ascertained. In the notice published and mailed, a map shall be enclosed and shall be published and mailed with the notice as will reasonably describe the area upon which this assessment is being levied. This assessment is levied upon all properties within the project area having direct or indirect access to Duplainville Road and Weyer Road water main. Each of said property owners shall be assessed in accordance with the Engineer's Report.

This Final Resolution passed and adopted this 10<sup>th</sup> day of September, 2018.

CITY OF PEWAUKEE

ATTEST:

\_\_\_\_\_  
Steve Bierce, Mayor

\_\_\_\_\_  
Kelly Tarczewski, Clerk/Treasurer



**CITY OF PEWAUKEE  
COMMON COUNCIL AGENDA ITEM 22.**

**DATE:** September 10, 2018

**DEPARTMENT:** PW - Water/Sewer

**PROVIDED BY:** Jeffrey Weigel, Public Works Dir. & City Eng.; Maggie Wagner, Assist. City Eng.

***SUBJECT:***

Discussion and Possible Action to Approve **Resolution 18-09-22** Adopting the Engineer's Report and Approving the Special Assessments (Water RCA's) for the Expanded Region Along Lindsay Road [Weigel]

***BACKGROUND:***

In 2014 the Common Council held the Public Hearing for the expansion of the assessment district for the Water Reserve Capacity Assessments (RCA's).

***FINANCIAL IMPACT:***

The requested action finalizes the assessments and Engineer's Report for the expanded areas of the Water RCA's.

***RECOMMENDED MOTION:***

Common Council adopts Resolution 18-09-22 finalizing the special assessments and attendant Engineer's Report.

**ATTACHMENTS:**

Description

Addendum to the Engineer's Report for Water RCA's

Resolution 18.09.22

Addendum to the Engineers Report  
on the Reserve Capacity Assessment  
for the Pewaukee Water and Sewer Utility

In accordance with the Final Resolution of the City of Pewaukee Water and Sewer Utility (formerly Town of Pewaukee Sanitary District No. 3), we hereby submit our report on the Reserve Capacity Assessments (RCA) to be levied upon all present and futures users of the water utility.

This report consists of the following schedules:

- |                |   |
|----------------|---|
| Schedule "A" - | Map delineating the assessment area   |
| Schedule "B" - | Legal description of the assessment area  |
| Schedule "C" - | Review of Reserve Capacity Assessment Polity Report, May 1996                               |
| Schedule "D" - | Section VII of the Water Service Ordinance for the Town of Pewaukee Sanitary District No. 3 |

The Reserve Capacity Assessment shall be assessed to all parcels tributary to the municipal water distribution system at a rate of \$4,664.00 per Residential Equivalent Unit (REU) for the calendar year 2018. The amount of the assessment shall increase annually for all future connections.

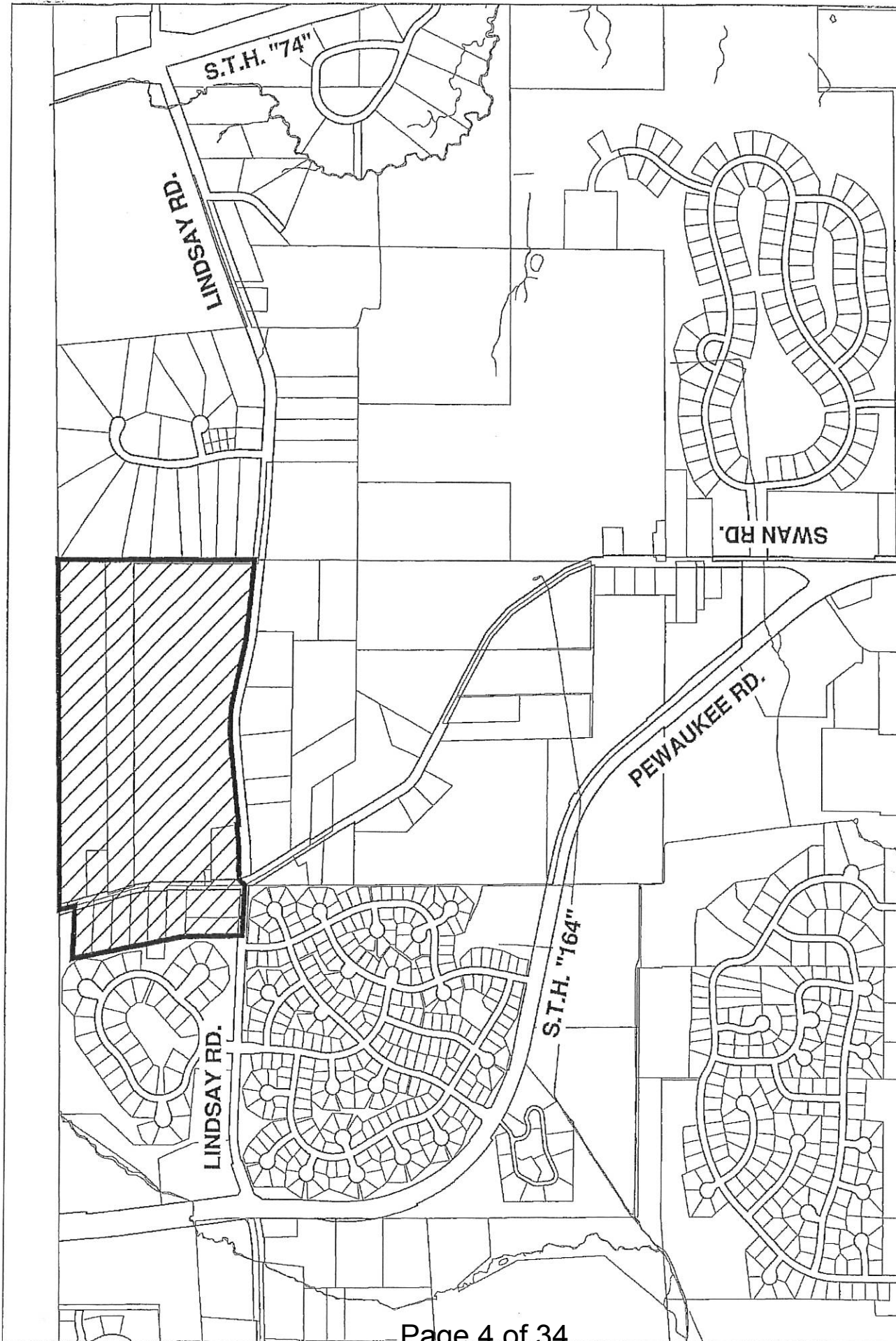
Jeffrey Weigel, P.E.  
Public Works Director  
September 10, 2018

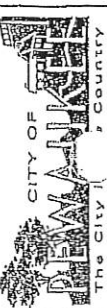
Prepared by:  
Magdelene J. Wagner, P.E.  
Assistant City Engineer  
August 28, 2018

Schedule "A"

City of Pewaukee, Water and Sewer Utility

Map Delineating the Assessment Area






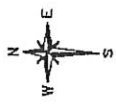
CITY OF  
**PEWAUKEE**  
The City of Country

AREA WIDE RESERVE  
CAPACITY WATER ASSESSMENT  
CITY OF PEWAUKEE  
WAUKESHA COUNTY, WISCONSIN


LEGEND



WATER  
ASSESSMENT



N  
W E  
S



0 500 1,000 1,500  
SCALE IN FEET

APRIL, 2014



Schedule "B"

City of Pewaukee, Water and Sewer Utility

Legal Description of the Assessment Area

## Area Wide Reserve Capacity Water Assessment

Commencing at the NW Corner of the NE  $\frac{1}{4}$  of Section 3-7-19; Thence along the N. line of the NE  $\frac{1}{4}$  of Section 3-7-19, N89°22'21"E, 2640.79 feet To the SE Corner of the SE  $\frac{1}{4}$  of 34-8-19; Thence along the N. line of the NE  $\frac{1}{4}$  of Section 3-7-19, N89°01'48"E, 262.71 Feet to the NE Corner NE  $\frac{1}{4}$  of Section 3-7-19; Thence along the E. line of said NE  $\frac{1}{4}$ , S0°10'56"W, 1678.47 Feet to a point in the N. R/W line of Lindsey Rd.; Thence along said N. R/W line, N84°12'00"W, 514.29 Feet; Thence along said N. R/W line 313.45 Feet along the arc of a curve of Radius, 2581.53 Feet whose Center is to the North whose Chord Bears N80°39'25"W, 313.26 Feet; Thence continuing along said N. R/W, N77°14'41"W, 334.13 Feet; Thence continuing along said N. R/W line 212.71 Feet along the arc of a curve of Radius 919.27 feet whose center is to the South whose Chord Bears N83°52'26"W, 212.24 Feet; Thence continuing along said N. R/W line 243.95 Feet along the arc of a curve of Radius 2520.42 Feet, whose Center is to the South whose Chord Bears S86°43'28"W, 243.85 Feet; Thence continuing along said N. R/W line S83°57'06"W, 593.37; Thence continuing along said N. R/W line N8°00'00"W, 17.03 Feet; Thence continuing along said N. R/W line S83°57'06"W, 179.68 Feet; Thence continuing along said N. R/W line S88°27'30"W, 267.96 Feet to the SW Corner of CSM #9120 also being the East R/W line of Swan Road; Thence S72°17'41"W, 52.43 Feet to the Intersection of the West R/W Line of Swan Road and the North R/W line of Lindsay Road; Thence along the N. R/W Line of Swan Road S87°34'10"W, 410.68 Feet to the East Line of the "The Oaks" Subdivision; Thence along the said E. Line of "The Oaks" N0°12'53"W, 469.62 Feet; Thence continuing along said E. Line N10°38'03"W, 965.89 Feet; Thence continuing along said E. Line S87°21'11"E, 387.55 Feet to a point in the W. R/W line of Swan Rd.; Thence along said W. R/W line, N16°03'00"W, 134.08 Feet to a point in the N. line of the NW  $\frac{1}{4}$  of Section 3-7-19; Thence along said N. line N89°35'40"E, 32.32 feet to the S.  $\frac{1}{4}$  Corner of Section 34-8-19; Thence Along the S. Line of the SE  $\frac{1}{4}$  of Section 34-8-19 202.46 Feet to the point of Commencement. Being in the City of Pewaukee, Waukesha County, Wisconsin.

Drafted by Dave Geis City of Pewaukee August 2018

May 5, 2014  
 PREPARED April 15, 2014  
 FINALED September 10, 2018

SCHEDULE C  
 FINAL ASSESSMENT ROLL  
 AREA WIDE RESERVE CAPACITY ASSESSMENTS - WATER  
 RD-14-574010, SW-14-5181, ST-14-573017

CITY OF PEWAUKEE

NO.	OWNERS NAME AND ADDRESS	TAX KEY NO.	DESCRIPTION	REU	COST/UNIT	COST	ASSESSMENT COST	TOTAL ASSESSMENT
1	CROMWELL HILLS CEMETERY N45W24434 LINDSAY RD PEWAUKEE WI 53072	PWC 0873989	Water Reserve Capacity	1.00	\$4,664.00	\$4,664.00	\$4,664.00	\$4,664.00
2	WALTER BEMBENEK & JOYCE BEMBENEK W245N4730 SWAN RD PEWAUKEE WI 53072	PWC 0873990	Water Reserve Capacity	1.00	\$4,664.00	\$4,664.00	\$4,664.00	\$4,664.00
3	EVERT LIVING TRUST & CROMWELL HILLS CEMETERY N45W24434 LINDSAY RD PEWAUKEE WI 53072	PWC 0873998001	Water Reserve Capacity	1.00	\$4,664.00	\$4,664.00	\$4,664.00	\$4,664.00
4	HARRY H MIEROW & LINDSAY LAND LLC 2620 WILLOW SPRING DR BROOKFIELD WI 53045	PWC 0873998002	Water Reserve Capacity	1.00	\$4,664.00	\$4,664.00	\$4,664.00	\$4,664.00
5	LLOYD PURNELL & PHEBE PURNELL W245N4780 SWAN RD PEWAUKEE WI 53072	PWC 0873999	Water Reserve Capacity	1.00	\$4,664.00	\$4,664.00	\$4,664.00	\$4,664.00
6	RUSSELL SHIELDS & JESSICA SHIELDS EUL INC W245N4742 SWAN RD PEWAUKEE WI 53072	PWC 0873999001	Water Reserve Capacity	1.00	\$4,664.00	\$4,664.00	\$4,664.00	\$4,664.00
7	THOMAS E MAKAREWICZ & STACY L MAKAREWICZ N45W24568 LINDSAY RD PEWAUKEE WI 53072	PWC 0874992	Water Reserve Capacity	1.00	\$4,664.00	\$4,664.00	\$4,664.00	\$4,664.00
8	ALAN R ZOSCHKE & MARY J ZOSCHKE N45W24526 LINDSAY RD PEWAUKEE WI 53072	PWC 0874993	Water Reserve Capacity	1.00	\$4,664.00	\$4,664.00	\$4,664.00	\$4,664.00
9	GERALD & ANN GOLKE REVOCABLE TRUST W245N4653 SWAN RD PEWAUKEE WI 53072	PWC 0874994	Water Reserve Capacity	1.00	\$4,664.00	\$4,664.00	\$4,664.00	\$4,664.00
10	THOMAS J NETTESHEIM W245N4735 SWAN RD PEWAUKEE WI 53072	PWC 0874995	Water Reserve Capacity	1.00	\$4,664.00	\$4,664.00	\$4,664.00	\$4,664.00

May 5, 2014  
 PREPARED April 15, 2014  
 FINALED September 10, 2018

SCHEDULE C  
 FINAL ASSESSMENT ROLL  
 AREA WIDE RESERVE CAPACITY ASSESSMENTS - WATER  
 RD-14-574010, SW-14-5181, ST-14-573017

CITY OF PEWAUKEE

NO.	OWNERS NAME AND ADDRESS	TAX KEY NO.	DESCRIPTION	REU	COST/UNIT	COST	ASSESSMENT COST	TOTAL ASSESSMENT
11	TIM WOLF & TERRIE RESZCZYNSKI W/245N4701 SWAN RD PEWAUKEE WI 53072	PWC 0874996	Water Reserve Capacity	1.00	\$4,664.00	\$4,664.00	\$4,664.00	\$4,664.00
12	GREGORY A PERKINS & DENISE L PERKINS W/245N4749 SWAN RD PEWAUKEE WI 53072	PWC 0874997	Water Reserve Capacity	1.00	\$4,664.00	\$4,664.00	\$4,664.00	\$4,664.00
13	BROCK W RUMOHR & KATHERINE M RUMOHR W/245N4773 SWAN RD PEWAUKEE WI 53072	PWC 0874998	Water Reserve Capacity	1.00	\$4,664.00	\$4,664.00	\$4,664.00	\$4,664.00
14	SCOTT M RHODES & JEANNE M RHODES W/245N4687 SWAN RD PEWAUKEE WI 53072	PWC 0874999003	Water Reserve Capacity	1.00	\$4,664.00	\$4,664.00	\$4,664.00	\$4,664.00
TOTAL CONTRIBUTION IN AID OF WATER RESERVE CAPACITY				14.00				\$65,296.00

The properties against which contributions in aid of construction are proposed are benefited and the improvements constitute an exercise in Police Powers.



Schedule "C"

City of Pewaukee, Water and Sewer Utility

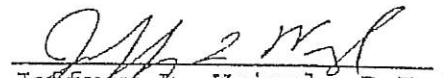
Review of Reserve Capacity Assessment Policy Report, May 1996

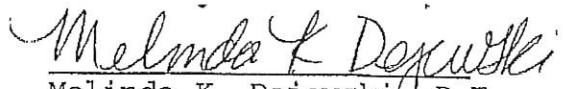
TOWN OF PEWAUKEE  
SANITARY DISTRICT NO.3

REVIEW OF RESERVE CAPACITY ASSESSMENT POLICY

MAY 1996

Submitted By:

  
Jeffrey E. Weigel, P.E.  
District Engineer

  
Melinda K. Dejewski, P.E.  
Assistant District  
Engineer

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### SUMMARY

#### REPORT OF THE ENGINEERS

- I Water System Requirements 1995-2020
- II Historical Water Demands
- III Fiscal Impact

### REFERENCES

### LIST OF EXHIBITS

- APPENDIX - Proposed Change to Section VII,  
Reserve Capacity Assessments, Water Ordinance

## SUMMARY

In October, 1995, the Sanitary Commission authorized the staff to review the Water Reserve Capacity Assessments (RCA's) which are charged to customers at the time of connection to the water system. The Sanitary Commission authorized the RCA review at the request of the Town Board. The Town Board desires to enact a fire suppression sprinkling ordinance which would require all new buildings of ten thousand square feet (10,000 sq. ft.) or more to install fire protection sprinklers.

The current Water RCA's are based on the size of service lateral connecting the building to the water main. An inequity became apparent in utilizing this method in two separate areas:

- 1) Buildings requiring fire protection sprinkling systems typically pay between \$22,662.50 and \$38,850.00 for the oversized laterals that will only be used if a fire were to occur. The domestic service lateral for the same building would typically cost \$6,475.00.
- 2) The service laterals for residential buildings do not increase in direct proportion to the number of units in the building. For example, a six unit building often has the same service lateral size as a twelve unit building, yet the twelve unit building demands more water.

The recommended changes in the RCA policy are:

- 1) Residential buildings should be assigned an RCA based on the Residential Equivalent Unit (REU) calculated according to the historical demand of the particular residential building, as denoted in Table VII.1, included in Appendix 1.
- 2) Nonresidential buildings should be assigned an RCA based on the Residential Equivalent Unit calculated according to the domestic service lateral size, as denoted in Table VII.2, included in Appendix 1.
- 3) RCA rate shall be adjusted annually according to the Municipal Cost Indexes published in the January issue of "American City & County" to reflect the influence of inflation on Municipal construction activities.

It is difficult to analyze the fiscal impact of the proposed changes. The RCA revenues collected vary according to the rate of development and the type of buildings being built. The actual RCA revenues collected in 1994 (\$220,951.50) approximate the amount which would have been collected under the proposed rates (\$230,100.00).



The actual RCA's collected in 1995 (\$563,807.00) greatly exceed what would have been collected under the proposed rates (\$408,450.00). The reason for the difference in 1995 is that several (nine) buildings developed with sprinkler systems and paid a total of \$268,000 in oversizing for these laterals. Under the proposed changes, there will be no oversize costs associated with sprinkler system lateral connections.

It is recommended that the Commission adopt the changes of Section VII of the water ordinance as detailed in the appendix to this report.

## REPORT OF THE ENGINEERS

### I- Water System Requirements 1995-2020

The "East and West Side Water System Facilities Study" prepared by Ruekert & Mielke in August, 1995 indicates that the Sanitary District will have to undertake the construction of eight (8) new wells, one (1) elevated storage tank, one (1) standpipe storage structure, one (1) underground storage tank, and two (2) pressure booster stations in order to provide municipal water service to the Town in the next twenty five (25) years. In addition, approximately fourteen (14) miles of twelve inch (12") and sixteen inch (16") transmission main will be required along major roadways. The total estimated cost of the additional water system improvements is estimated to be \$7.8 million as illustrated in Exhibit 1.

The Ruekert & Mielke Report also predicts an additional water demand of 1.562 MGD. Using 300 Gal/Day for the REU, 1.562 MGD/300 GPD yields 5,200 REU. The cost per REU calculation then becomes  $\$7.8/5,200 = \$1,500$  per REU. It is recommended that the REU rate for 1996 be established at \$1,500 per REU.

### II- Historical Water Demands

The American Water Users publication "Water Industry Data Base: Utility Profiles", indicates that annual residential water use for Region V (upper Midwest) is 301 Gal/Day. A cursory inspection of single family water use for ten (10) randomly selected homes in 1994 and 1995 averages 345 Gal/Day as shown in Exhibit 2. Because 1993 and 1994 were "dry" years, it is assumed that a single family home uses on average 300 Gal/Day. One Residential Equivalent Unit (REU) is therefore assumed to be 300 Gal/Day.

Multi-family units in the Town were also studied to ascertain the demand for water per residential unit. Exhibits 3 and 4 illustrate the water demand for twenty seven (27) randomly chosen multi-family units, varying in size from 2 units per building to 24 units per building. Exhibit 5 is a graph which approximately fits the water use per multi-family unit as developed in the random survey. Exhibit 6 illustrates the proposed breakdown of the graph for each size of multi-family building.

The final category of use is for commercial/industrial/business (C./I./B.) uses. A cursory review of these types of customers shows no distinct use trend, such as is evident in single family and multi-family customers. It is therefore recommended that the C./I./B. customers be assessed an RCA based on the domestic service lateral size. The table below illustrates the recommended assessment method which is based on the area of the service lateral as compared to a 1" diameter single family service lateral.

Recommended Schedule  
Commercial/Industrial/Business

<u>Lateral Size</u>	<u>REU</u>
1"	1.0
1-1/4"	1.6
1-1/2"	2.3
2"	4.0
3"	9.0
4"	16.0
6"	36.0
8"	64.0
10"	100.0

### III- Fiscal Impact

The amount of revenue collected by the RCA is entirely related to the rate of development and the type of development. Our study indicated that single family homes were not paying an equitable share based on the water demand of these homes. Multi-family developments paid inconsistently as compared to the water demands of the building. For example, a four family unit typically paid an RCA based on a 2" service lateral, while a ten unit building paid according to the same 2" lateral. It is obvious that the ten unit building will demand more water than the four unit building. A comparison was made based on the water RCA's collected in 1994 and 1995 and the results are illustrated below (detailed breakdowns are found in Exhibits 7 and 8).

#### FISCAL IMPACT - WATER RCA'S

<u>YEAR</u>	<u>RCA-COLLECTED</u>	<u>RCA - PROPOSED</u>
1994	\$220,951.50	\$230,100.00
1995	\$563,807.00	\$408,450.00

The 1994 RCA comparison is almost equal; however, the proposed 1995 RCA amount is approximately 28% lower than the amount actually collected. That difference is a result of several (nine) businesses that paid \$268,000 in RCA's for 6" and 8" laterals required for fire protection sprinklers. There is no provision under the recommended proposal for collecting a larger RCA for fire protection sprinkler laterals.

It is recommended that the REU rate be reviewed on an annual basis to reflect the changes in construction costs. One benchmark of comparison could be the Consumer Price Index (CPI) issued by the Federal Government. Another could be a general inflation factor. It is recommended that a cost index more specifically oriented towards municipal construction be used. The monthly magazine "American City & County" contains a number of cost indexes in a section entitled "Municipal Cost Indexes", a sample is included as Exhibit 9. It is recommended that the Commission revise the REU rate annually based on the Municipal Cost Indexes published in the January issue of "American City & County".

#### REFERENCES

East and West Water System Facilities Study, Ruekert & Mielke, Inc., August, 1995

Water Industry Data Base: Utility Profiles, AWWA Research Profiles, 1992

### List of Exhibits

- |           |  |
|-----------|--|
| Exhibit 1 | Projected Water System Improvements and Associated Costs |
| Exhibit 2 | Typical Single Family Water Use                          |
| Exhibit 3 | Typical Multi-Family Water Use                           |
| Exhibit 4 | Summary - Typical Multi-Family Water Use                 |
| Exhibit 5 | Graph of Multi-Family Use                                |
| Exhibit 6 | Residential REU  |
| Exhibit 7 | 1994 RCA Rate Comparison                                 |
| Exhibit 8 | 1995 RCA Rate Comparison                                 |
| Exhibit 9 | Sample American City and County Municipal Cost Indexes   |



# EXHIBIT 1

## PROJECTED FUTURE COSTS

### COSTS FOR FUTURE

8 WELLS @ \$559,000	\$4,472,000.00
1-500,000 ELEVATED STORAGE @ \$667,580	\$667,580.00
1-455,000 GROUND STORAGE @ \$675,625	\$675,625.00
1-INGROUND BOOSTER STATION @ \$97,175	\$97,175.00
1-SW AREA BOOSTER STATION @ \$258,175	\$258,175.00
1-SW AREA STANDPIPE @ \$275,080	\$275,080.00
	\$6,445,635.00

### UPGRADE OF EXISTING SYSTEM COSTS

WISPARK WELL REHAB @ \$50,000	\$50,000.00
0.22 MG(31% OF TOTAL STOR.) @ .31*\$667,580	\$206,949.80
133GPM(275 OF 500GPM WELL) @ .27*\$559,000	\$150,930.00
UPGRADE NORTH AVE WELL @ \$40,000	\$40,000.00
	\$447,879.80

### TRANSMISSION MAINS FOR FUTURE

53,800 FEET OF 12" MAIN @ \$18.00/FT.	\$968,400.00
18,900 FEET OF 16" MAIN @ \$28.00/FT.	\$529,200.00
	\$1,497,600.00
20% CONTINGENCIES AND ENGINEERING	\$299,520.00
	\$1,797,120.00

### TOTAL FUTURE COSTS

FUTURE COSTS	\$6,445,635.00
FUTURE TRANSMISSION MAIN COSTS	\$1,797,120.00
LESS UPGRADE COSTS	(\$447,880.00)
TOTAL FUTURE COSTS	\$7,794,875.00
	SAY \$7,800,000.00

1.562 MGD INCREASE IN AVERAGE DAILY DEMAND

300 GPD IS ACTUAL RESIDENTIAL WATER USE

1.562MGD/300GPD = 5207 REU; SAY 5200 REU

\$7,800,000.00/5200 REU = \$1,500.00/REU

# EXHIBIT 2

## TYPICAL SINGLE FAMILY WATER USE 4TH QUARTER 1994 THROUGH 3RD QUARTER 1995

<u>LOCATION</u>	<u>ACCOUNT NO.</u>	<u>3RD QTR</u>	<u>2ND QTR</u>	<u>1ST QTR</u>	<u>4TH QTR</u>
Springdale Est.	913-136	52,000	32,000	24,000	19,000
Springdale Est.	913-082	46,000	36,000	32,000	29,000
Five Fields	907-024	42,000	22,000	23,000	13,000
Five Fields	907-047	69,000	40,000	37,000	32,000
Deer Haven	932-012	46,000	21,000	13,000	15,000
Deer Haven	932-021	74,000	23,000	3,000	6,000
Meadowbrook Farms	942-032	40,000	34,000	22,000	21,000
Meadowbrook Farms	942-024	59,000	65,000	17,000	14,000
Rocky Point	934-130	35,000	26,000	22,000	22,000
Rocky Point	934-141	50,000	34,000	25,000	25,000

Average 126,000 GAL/YR or 345 GAL/DAY

NOTE: The 2nd and 3rd quarters in 1995 were relatively dry and these readings indicate heavy watering demands.

## EXHIBIT 3

Typical Annual Water Consumption  
1994-1995  
Multi-Family Units

	4th qtr. 1994	1st qtr. 1995	2nd qtr. 1995	3rd qtr. 1995	Annual Average Consumption
2 units	10	11	10	28	
	25	21	22	31	
	17	14	23	31	
	30	35	31	31	
Total	82	81	86	121	
					92,500 gal/yr/bldg
4 units	53	60	84	131	
	75	68	101	121	
	43	46	64	64	
	62	63	91	100	
Total	233	177	340	416	
					291,500 gal/yr/bldg
6 units	72	85	105	107	
	64	72	70	352	
Total	136	157	175	459	
					463,500 gal/yr/bldg
8 units	147	130	130	137	
	105	155	131	137	
	90	132	115	136	
	136	123	139	127	
Total	478	540	515	537	
					517,000 gal/yr/bldg
10 units	138	168	129	152	
	125	157	129	151	
	92	139	115	137	
	145	176	148	185	
Total	500	640	521	625	
					571,000 gal/yr/bldg

EXHIBIT 3

	4th qtr. 1994	1st qtr. '95	2nd qtr. '95	3rd qtr. '95	Annual Average Consumption
12 units	142	164	123	157	
	174	239	203	207	
	159	176	153	176	
Total	475	579	479	540	
					691,000 gal/yr/bldg
16 units	230	175	178	201	
Total	230	175	178	201	
					784,000 gal/yr/bldg
18 units	175	205	165	194	
	173	230	188	226	
	186	239	219	247	
Total	534	674	572	667	
					816,000 gal/yr/bldg
24 units	166	281	245	282	
	0	26	85	233	
Total	166	307	330	515	
					974,000 gal/yr/bldg

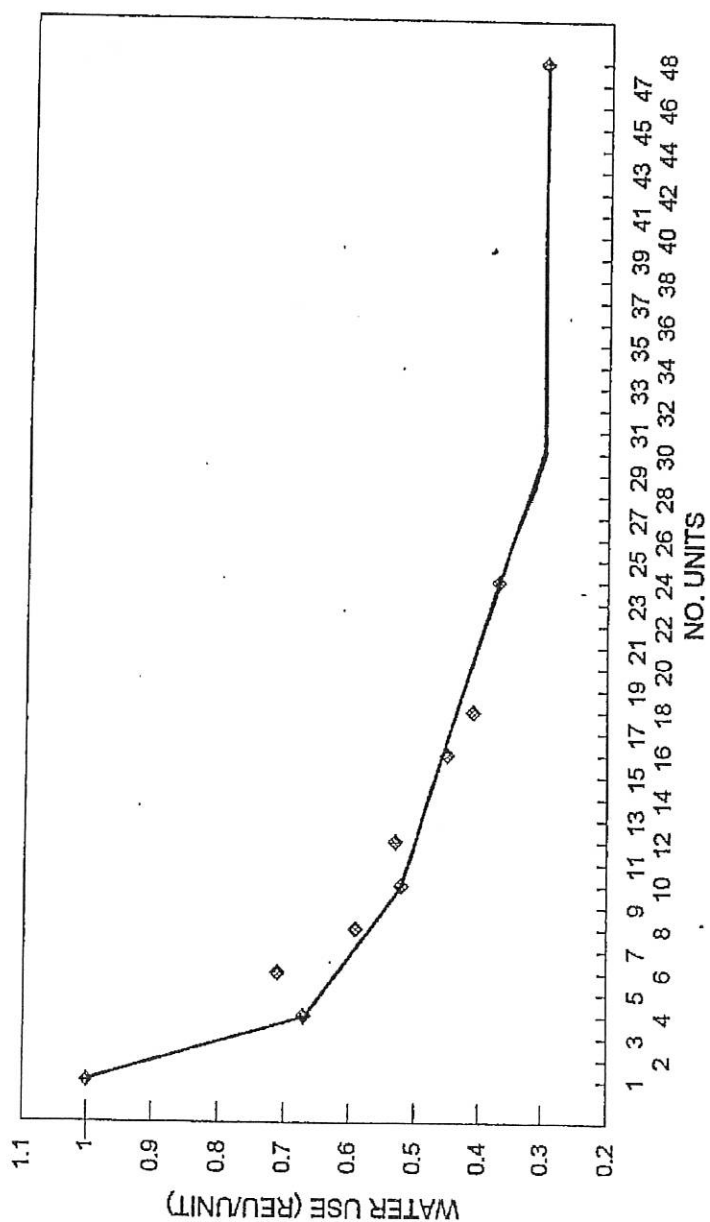


EXHIBIT 4  
TYPICAL MULTI-FAMILY WATER USES  
1994-1995

<u>NO. UNITS</u>	<u>LAT. SIZE</u>	<u>ANNUAL CONSUMPTION</u>	<u>REU(300 GPD)</u>
2	1 1/2"	92,500	0.40
4	2	291,500	0.67
6	2	463,500	0.67
8	2	517,500	0.60
10	2	571,500	0.53
12	2	691,000	0.53
16	3	784,000	0.47
18	3	815,667	0.40
24	3	974,000	0.40

# EXHIBIT 5

GRAPH ILLUSTRATING RESIDENTIAL WATER USE



## EXHIBIT 6

RECOMMENDED RESIDENTIAL  
EQUIVALENT UNIT (REU) TABLE

UNITS	ACTUAL REU/UNIT	PROPOSED REU/UNIT	TOT REU	RATE	TOTAL COST
1		1.00	1.0	\$1,500.00	\$1,500.00
2		0.89	1.8	\$1,500.00	\$2,700.00
3		0.78	2.3	\$1,500.00	\$3,450.00
4	0.67	0.67	2.7	\$1,500.00	\$4,050.00
5		0.65	3.2	\$1,500.00	\$4,800.00
6	0.71	0.62	3.7	\$1,500.00	\$5,550.00
7		0.60	4.2	\$1,500.00	\$6,300.00
8	0.59	0.57	4.6	\$1,500.00	\$6,900.00
9		0.55	4.9	\$1,500.00	\$7,350.00
10	0.52	0.52	5.2	\$1,500.00	\$7,800.00
11		0.51	5.6	\$1,500.00	\$8,400.00
12	0.53	0.50	6.0	\$1,500.00	\$9,000.00
13		0.49	6.3	\$1,500.00	\$9,450.00
14		0.48	6.7	\$1,500.00	\$10,050.00
15		0.47	7.0	\$1,500.00	\$10,500.00
16	0.45	0.45	7.3	\$1,500.00	\$10,950.00
17		0.44	7.5	\$1,500.00	\$11,250.00
18	0.41	0.43	7.8	\$1,500.00	\$11,700.00
19		0.42	8.0	\$1,500.00	\$12,000.00
20		0.41	8.2	\$1,500.00	\$12,300.00
21		0.40	8.4	\$1,500.00	\$12,600.00
22		0.39	8.5	\$1,500.00	\$12,750.00
23		0.38	8.7	\$1,500.00	\$13,050.00
24	0.37	0.37	8.8	\$1,500.00	\$13,200.00
25		0.35	8.9	\$1,500.00	\$13,350.00
26		0.34	8.9	\$1,500.00	\$13,350.00
27		0.33	9.0	\$1,500.00	\$13,500.00
28		0.32	9.2	\$1,500.00	\$13,800.00
29		0.31	9.6	\$1,500.00	\$14,400.00
30		0.30	9.9	\$1,500.00	\$14,850.00
31		0.30	10.2	\$1,500.00	\$15,300.00
32		0.30	10.6	\$1,500.00	\$15,900.00
33		0.30	10.9	\$1,500.00	\$16,350.00
34		0.30	11.2	\$1,500.00	\$16,800.00
35		0.30	11.6	\$1,500.00	\$17,400.00
36		0.30	11.9	\$1,500.00	\$17,850.00
37		0.30	12.2	\$1,500.00	\$18,300.00
38		0.30	12.5	\$1,500.00	\$18,750.00
39		0.30	12.9	\$1,500.00	\$19,350.00
40		0.30	13.2	\$1,500.00	\$19,800.00
41		0.30	13.5	\$1,500.00	\$20,250.00
42		0.30	13.9	\$1,500.00	\$20,850.00
43		0.30	14.2	\$1,500.00	\$21,300.00
44		0.30	14.5	\$1,500.00	\$21,750.00
45		0.30	14.9	\$1,500.00	\$22,350.00
46		0.30	15.2	\$1,500.00	\$22,800.00
47		0.30	15.5	\$1,500.00	\$23,250.00
48		0.30	15.8	\$1,500.00	\$23,700.00

COMPARISON OF WATER RCA'S  
COLLECTED AND PROPOSED - 1994

4/96  
MKD REVISION  
CURRENT CONST. COSTS

EXHIBIT 7

1994	TYPE OF BLDG.	NO. UNITS /LAT SIZE	REU	RATE	COST	CURRENT
1	SF	1	1	\$1,500.00	\$1,500.00	\$1,295.00
2	AURORA	3	9	\$1,500.00	\$13,500.00	\$38,850.00
3	24 UNITS	24	8.8	\$1,500.00	\$13,200.00	\$9,065.00
4	SF	1	1	\$1,500.00	\$1,500.00	\$1,295.00
5	SF	1	1	\$1,500.00	\$1,500.00	\$1,295.00
6	SF	1	1	\$1,500.00	\$1,500.00	\$1,295.00
7	SF	1	1	\$1,500.00	\$1,500.00	\$1,295.00
8	SF	1	1	\$1,500.00	\$1,500.00	\$1,295.00
9	SF	1	1	\$1,500.00	\$1,500.00	\$1,295.00
10	SF	1	1	\$1,500.00	\$1,500.00	\$1,295.00
11	SF	1	1	\$1,500.00	\$1,500.00	\$1,295.00
12	SF	1	1	\$1,500.00	\$1,500.00	\$1,295.00
13	SF	1	1	\$1,500.00	\$1,500.00	\$1,295.00
14	SF	1	1	\$1,500.00	\$1,500.00	\$1,295.00
15	SF	1	1	\$1,500.00	\$1,500.00	\$1,295.00
16	SF	1	1	\$1,500.00	\$1,500.00	\$1,295.00
17	SF	1	1	\$1,500.00	\$1,500.00	\$1,295.00
18	SF	1	1	\$1,500.00	\$1,500.00	\$1,295.00
19	SF	1	1	\$1,500.00	\$1,500.00	\$1,295.00
20	DBI	1.25	1.6	\$1,500.00	\$2,400.00	\$1,942.50
21	SF	1	1	\$1,500.00	\$1,500.00	\$1,295.00
22	SF	1	1	\$1,500.00	\$1,500.00	\$1,295.00
23	SF	1	1	\$1,500.00	\$1,500.00	\$1,295.00
24	VIVA COLOR	1.5	2.3	\$1,500.00	\$3,450.00	\$3,237.50
25	DUPLEX	2	1.8	\$1,500.00	\$2,700.00	\$1,295.00
26	SF	1	1	\$1,500.00	\$1,500.00	\$1,295.00
27	SF	1	1	\$1,500.00	\$1,500.00	\$1,295.00
28	DUPLEX	2	1.8	\$1,500.00	\$2,700.00	\$1,295.00
29	SF	1	1	\$1,500.00	\$1,500.00	\$1,295.00
30	DELTA MEDICAL	2	4	\$1,500.00	\$6,000.00	\$6,475.00
31	DUPLEX	2	1.8	\$1,500.00	\$2,700.00	\$1,295.00
32	DUPLEX	2	1.8	\$1,500.00	\$2,700.00	\$1,295.00
33	SF	1	1	\$1,500.00	\$1,500.00	\$1,295.00
34	DUPLEX	2	1.8	\$1,500.00	\$2,700.00	\$1,295.00
35	DUPLEX	2	1.8	\$1,500.00	\$2,700.00	\$1,295.00
36	SF	1	1	\$1,500.00	\$1,500.00	\$1,295.00
37	DUPLEX	2	1.8	\$1,500.00	\$2,700.00	\$1,295.00
38	SF	1	1	\$1,500.00	\$1,500.00	\$1,295.00
39	SF	1	1	\$1,500.00	\$1,500.00	\$1,295.00
40	SF	1	1	\$1,500.00	\$1,500.00	\$1,295.00
41	SF	1	1	\$1,500.00	\$1,500.00	\$1,295.00
42	4 UNITS	4	2.7	\$1,500.00	\$4,050.00	\$3,237.50
43	SF	1	1	\$1,500.00	\$1,500.00	\$1,295.00
44	DUPLEX	2	1.8	\$1,500.00	\$2,700.00	\$1,295.00
45	SF	1	1	\$1,500.00	\$1,500.00	\$1,295.00
46	SF	1	1	\$1,500.00	\$1,500.00	\$1,295.00
47	DUPLEX	2	1.8	\$1,500.00	\$2,700.00	\$1,295.00
48	SF	1	1	\$1,500.00	\$1,500.00	\$1,295.00
49	SF	1	1	\$1,500.00	\$1,500.00	\$1,295.00
50	DUPLEX	2	1.8	\$1,500.00	\$2,700.00	\$1,295.00
51	ALADDIN LABEL	2	4	\$1,500.00	\$6,000.00	\$6,475.00
52	BRIORN BLDG.	1.5	2.3	\$1,500.00	\$3,450.00	\$3,237.50
53	SF	1	1	\$1,500.00	\$1,500.00	\$1,295.00
54	DUPLEX	2	1.8	\$1,500.00	\$2,700.00	\$1,295.00
55	SF	1	1	\$1,500.00	\$1,500.00	\$1,295.00
56	SF	1	1	\$1,500.00	\$1,500.00	\$1,295.00
57	SF	1	1	\$1,500.00	\$1,500.00	\$1,295.00
58	SF	1	1	\$1,500.00	\$1,500.00	\$1,295.00
59	SF	1	1	\$1,500.00	\$1,500.00	\$1,295.00
60	DUPLEX	2	1.8	\$1,500.00	\$2,700.00	\$1,295.00
61	DYNAMIC MACHINE TOOLS	1.5	2.3	\$1,500.00	\$3,450.00	\$3,237.50
62	FITNESS FACTORY	2	4	\$1,500.00	\$6,000.00	\$6,475.00
63	GSI	1.5	2.3	\$1,500.00	\$3,450.00	\$3,237.50
64	DIRECT MARKETING CONCEPT	1.5	2.3	\$1,500.00	\$3,450.00	\$3,237.50
65	SF	1	1	\$1,500.00	\$1,500.00	\$1,295.00
66	SF	1	1	\$1,500.00	\$1,500.00	\$1,295.00
67	DUPLEX	2	1.8	\$1,500.00	\$2,700.00	\$1,295.00
68	SF	1	1	\$1,500.00	\$1,500.00	\$1,295.00
69	SEREFF MANUF	1.25	1.6	\$1,500.00	\$2,400.00	\$1,942.50
70	SF	1	1	\$1,500.00	\$1,500.00	\$1,295.00
71	24 UNITS	24	8.8	\$1,500.00	\$13,200.00	\$9,065.00
72	DUPLEX	2	1.8	\$1,500.00	\$2,700.00	\$1,295.00
73	DUPLEX	2	1.8	\$1,500.00	\$2,700.00	\$1,295.00
74	DUPLEX	2	1.8	\$1,500.00	\$2,700.00	\$1,295.00
75	4 UNITS	4	2.7	\$1,500.00	\$4,050.00	\$3,237.50
76	4 UNITS	4	2.7	\$1,500.00	\$4,050.00	\$3,237.50
77	DUPLEX	2	1.8	\$1,500.00	\$2,700.00	\$1,295.00
78	SF	1	1	\$1,500.00	\$1,500.00	\$1,295.00
79	SF	1	1	\$1,500.00	\$1,500.00	\$1,295.00
80	DUPLEX	2	1.8	\$1,500.00	\$2,700.00	\$1,295.00
81	BRIORN BLDG.	2	4	\$1,500.00	\$6,000.00	\$21,522.50
82	SF	1	1	\$1,500.00	\$1,500.00	\$1,295.00
83	SF	1	1	\$1,500.00	\$1,500.00	\$1,295.00
84	SF	1	1	\$1,500.00	\$1,500.00	\$1,295.00
85	SF	1	1	\$1,500.00	\$1,500.00	\$1,295.00
86	DUPLEX	2	1.8	\$1,500.00	\$2,700.00	\$1,295.00
87	SF	1	1	\$1,500.00	\$1,500.00	\$1,295.00
88	SF	1	1	\$1,500.00	\$1,500.00	\$1,295.00
89	DUPLEX	2	1.8	\$1,500.00	\$2,700.00	\$1,295.00
					\$230,100.00	\$220,951.50

1500.00 = 230,100.00  
1295.00 = 198,653.00



## EXHIBIT 7

1994 BUSINESS/INDUSTRIAL/COMMERCIALPage 25 of 34

COMPARISON OF WATER RCA'S  
COLLECTED AND PROPOSED - 1995

EXHIBIT 8

496

MKD REVISION

CURRENT CONST. COSTS

EXHIBIT 8

1995

TYPE OF BLDG.	NO. UNITS /LAT SIZE	REV	RATE	COST	CURRENT
1 DUPLEX	2	1.8	\$1,500.00	\$2,700.00	\$1,295.00
2 SF	1	1	\$1,500.00	\$1,500.00	\$1,295.00
3 SF	1	1	\$1,500.00	\$1,500.00	\$1,295.00
4 NELL INC.	2	4	\$1,500.00	\$6,000.00	\$6,475.00
5 SF	1	1	\$1,500.00	\$1,500.00	\$1,295.00
6 DUPLEX	2	1.8	\$1,500.00	\$2,700.00	\$1,295.00
7 DUPLEX	2	1.8	\$1,500.00	\$2,700.00	\$1,295.00
8 SF	1	1	\$1,500.00	\$1,500.00	\$1,295.00
9 3 - 6 UNIT BLDGS	18	11.1	\$1,500.00	\$18,650.00	\$19,425.00
10 SF	1	1	\$1,500.00	\$1,500.00	\$1,295.00
11 WPCO CONTACT CENTER	2	4	\$1,500.00	\$6,000.00	\$6,850.00
12 SF	1	1	\$1,500.00	\$1,500.00	\$1,295.00
13 SF	1	1	\$1,500.00	\$1,500.00	\$1,295.00
14 DUPLEX	2	1.8	\$1,500.00	\$2,700.00	\$1,295.00
15 SF	1	1	\$1,500.00	\$1,500.00	\$1,295.00
16 MEGOMAT	1.5	2.3	\$1,500.00	\$3,450.00	\$3,237.50
17 DUPLEX	2	1.8	\$1,500.00	\$2,700.00	\$1,295.00
18 SF	1	1	\$1,500.00	\$1,500.00	\$1,295.00
19 LONG & ELLISON	1.5	2.3	\$1,500.00	\$3,450.00	\$3,237.50
20 SF	1	1	\$1,500.00	\$1,500.00	\$1,295.00
21 SF	1	1	\$1,500.00	\$1,500.00	\$1,295.00
22 DUPLEX	2	1.8	\$1,500.00	\$2,700.00	\$1,295.00
23 MANUFACTURING BLDG.	1.5	2.3	\$1,500.00	\$3,450.00	\$3,237.50
24 SF	1	1	\$1,500.00	\$1,500.00	\$1,295.00
25 SF	1	1	\$1,500.00	\$1,500.00	\$1,295.00
26 SF	1	1	\$1,500.00	\$1,500.00	\$1,295.00
27 SF	1	1	\$1,500.00	\$1,500.00	\$1,295.00
28 SF	1	1	\$1,500.00	\$1,500.00	\$1,295.00
29 SF	1	1	\$1,500.00	\$1,500.00	\$1,295.00
30 SF	1	1	\$1,500.00	\$1,500.00	\$1,295.00
31 TOTAL COMFORT	1.25	1.8	\$1,500.00	\$2,400.00	\$1,942.50
32 SF	1	1	\$1,500.00	\$1,500.00	\$1,295.00
33 BRIOHN BLDG.	2	4	\$1,500.00	\$6,000.00	\$6,475.00
34 SF	1	1	\$1,500.00	\$1,500.00	\$1,295.00
35 SF	1	1	\$1,500.00	\$1,500.00	\$1,295.00
36 SF	1	1	\$1,500.00	\$1,500.00	\$1,295.00
37 4 UNITS	4	2.7	\$1,500.00	\$4,050.00	\$3,237.50
38 DUPLEX	2	1.8	\$1,500.00	\$2,700.00	\$1,942.50
39 SF	1	1	\$1,500.00	\$1,500.00	\$1,295.00
40 SPANCRETE	2	4	\$1,500.00	\$6,000.00	\$6,850.00
41 DUPLEX	2	1.8	\$1,500.00	\$2,700.00	\$1,295.00
42 DUPLEX	2	1.8	\$1,500.00	\$2,700.00	\$1,295.00
43 SF	1	1	\$1,500.00	\$1,500.00	\$1,295.00
44 SF	1	1	\$1,500.00	\$1,500.00	\$1,295.00
45 DUPLEX	2	1.8	\$1,500.00	\$2,700.00	\$1,942.50
46 SF	1	1	\$1,500.00	\$1,500.00	\$1,295.00
47 DUPLEX	2	1.8	\$1,500.00	\$2,700.00	\$1,942.50
48 DUPLEX	2	1.8	\$1,500.00	\$2,700.00	\$1,942.50
49 BURBACH MULTI-TENANT	2	4	\$1,500.00	\$6,000.00	\$6,475.00
50 SF	1	1	\$1,500.00	\$1,500.00	\$1,295.00
51 SF	1	1	\$1,500.00	\$1,500.00	\$1,295.00
52 SF	1	1	\$1,500.00	\$1,500.00	\$1,295.00
53 OPUS	2	4	\$1,500.00	\$6,000.00	\$6,850.00
54 8 UNITS	8	4.6	\$1,500.00	\$6,900.00	\$6,475.00
55 DUPLEX	2	1.8	\$1,500.00	\$2,700.00	\$1,295.00
56 DUPLEX	2	1.8	\$1,500.00	\$2,700.00	\$1,295.00
57 4 UNITS	4	2.7	\$1,500.00	\$4,050.00	\$4,532.50
58 8 UNITS	8	4.6	\$1,500.00	\$6,900.00	\$6,475.00
59 8 UNITS	8	4.6	\$1,500.00	\$6,900.00	\$6,475.00
60 4 UNITS	4	2.7	\$1,500.00	\$4,050.00	\$1,942.50
61 AMCON INDUSTRIAL	2	4	\$1,500.00	\$6,000.00	\$22,662.50
62 COMMERCIAL	1.5	2.3	\$1,500.00	\$3,450.00	\$3,237.50
63 ACV	1.5	2.3	\$1,500.00	\$3,450.00	\$3,237.50
64 SF	1	1	\$1,500.00	\$1,500.00	\$1,295.00
65 DUPLEX	2	1.8	\$1,500.00	\$2,700.00	\$3,237.50
66 SF	1	1	\$1,500.00	\$1,500.00	\$1,295.00
67 SF	1	1	\$1,500.00	\$1,500.00	\$1,295.00
68 SF	1	1	\$1,500.00	\$1,500.00	\$1,295.00
69 COMMERCIAL	1.25	1.8	\$1,500.00	\$2,400.00	\$1,942.50
70 24 UNITS	24	6.0	\$1,500.00	\$13,200.00	\$9,065.00
71 SF	1	1	\$1,500.00	\$1,500.00	\$1,295.00
72 CROWN EQUIPMENT	2	4	\$1,500.00	\$6,000.00	\$22,662.50
73 8 UNITS	8	4.6	\$1,500.00	\$6,900.00	\$6,475.00
74 8 UNITS	8	4.6	\$1,500.00	\$6,900.00	\$6,475.00
75 16 UNITS	16	7.3	\$1,500.00	\$10,950.00	\$9,065.00
76 SF	1	1	\$1,500.00	\$1,500.00	\$1,295.00
77 DUPLEX	2	1.8	\$1,500.00	\$2,700.00	\$1,942.50
78 DUPLEX	2	1.8	\$1,500.00	\$2,700.00	\$1,942.50
79 8 UNITS	8	4.6	\$1,500.00	\$6,900.00	\$6,475.00
80 8 UNITS	8	4.6	\$1,500.00	\$6,900.00	\$6,475.00
81 PRICE ENGINEERING	1.5	2.3	\$1,500.00	\$3,450.00	\$3,237.50
82 PAYNE AND DOLAN	2	4	\$1,500.00	\$6,000.00	\$6,475.00
83 COMMERCIAL	2	4	\$1,500.00	\$6,000.00	\$6,475.00
84 16 UNITS	16	7.3	\$1,500.00	\$10,950.00	\$9,065.00
85 DUPLEX	2	1.8	\$1,500.00	\$2,700.00	\$1,295.00
86 QUALITY CENTER	2	4	\$1,500.00	\$6,000.00	\$22,662.50
87 8 UNITS	8	4.6	\$1,500.00	\$6,900.00	\$6,475.00
88 DUPLEX	2	1.8	\$1,500.00	\$2,700.00	\$1,295.00
89 SF	1	1	\$1,500.00	\$1,500.00	\$1,295.00
90 MACHINE SHED	3	9	\$1,500.00	\$13,500.00	\$38,850.00
91 8 UNITS	8	4.6	\$1,500.00	\$6,900.00	\$6,475.00
92 8 UNITS	8	4.6	\$1,500.00	\$6,900.00	\$6,475.00
93 TECHNOLOGY CONST CORP.	2	4	\$1,500.00	\$6,000.00	\$22,662.50
94 SF	1	1	\$1,500.00	\$1,500.00	\$1,295.00
95 SF	1	1	\$1,500.00	\$1,500.00	\$1,295.00
96 2 - 4 UNITS BLDGS	8	5.4	\$1,500.00	\$8,100.00	\$3,885.00
97 SF	1	1	\$1,500.00	\$1,500.00	\$1,295.00
98 DUPLEX	2	1.8	\$1,500.00	\$2,700.00	\$1,295.00
99 8 UNITS	8	4.6	\$1,500.00	\$6,900.00	\$6,475.00
100 8 UNITS	8	4.6	\$1,500.00	\$6,900.00	\$6,475.00
101 SF	1	1	\$1,500.00	\$1,500.00	\$1,295.00
102 MANUFACTURING	1.5	2.3	\$1,500.00	\$3,450.00	\$3,237.50
103 SF	1	1	\$1,500.00	\$1,500.00	\$1,295.00
104 SF	1	1	\$1,500.00	\$1,500.00	\$1,295.00
105 BRIOHN BLDG.	2	4	\$1,500.00	\$6,000.00	\$22,662.50
106 SF	1	1	\$1,500.00	\$1,500.00	\$1,295.00
107 DUPLEX	2	1.8	\$1,500.00	\$2,700.00	\$1,942.50
108 NELL	2	4	\$1,500.00	\$6,000.00	\$6,475.00
109 GIS PARTNERSHIP	2	4	\$1,500.00	\$6,000.00	\$6,475.00

\$408,450.00

\$563,807.00

1499.45 = 408,450.00

2100 = 563,807.00

4/96  
MKD REVISION  
CURRENT CONST. COSTS  
1995 RESIDENTIAL

1995 BUSINESS/INDUSTRIAL/COMMERCIAL

TYPE OF BLDG.	SQ. FT.	LAND/COMMERCIAL	LAT SIZE	REU	RATE	COST	
MACHINE SHED	3			9	\$1,500.00	\$13,500.00	\$38,850.00
OPUS	2			4	\$1,500.00	\$6,000.00	\$38,850.00
BURBACH MULTI-TENANT	2			4	\$1,500.00	\$6,000.00	\$6,475.00
AMCON INDUSTRIAL	2			4	\$1,500.00	\$6,000.00	\$22,662.50
CROWN EQUIPMENT	2			4	\$1,500.00	\$6,000.00	\$22,662.50
TECHNOLOGY CONST CORP.	2			4	\$1,500.00	\$6,000.00	\$6,475.00
NELL	2			4	\$1,500.00	\$6,000.00	\$22,662.50
BRIHON BLDG.	2			4	\$1,500.00	\$6,000.00	\$22,662.50
QUALITY CENTER	2			4	\$1,500.00	\$6,000.00	\$6,475.00
COMMERCIAL	2			4	\$1,500.00	\$6,000.00	\$6,475.00
PAYNE AND DOLAN	2			4	\$1,500.00	\$6,000.00	\$6,475.00
GIS PARTNERSHIP	2			4	\$1,500.00	\$6,000.00	\$6,475.00
BRIHON BLDG.	2			4	\$1,500.00	\$6,000.00	\$2,426.00
WEPSCO CONTACT CENTER	2			4	\$1,500.00	\$6,000.00	\$38,850.00
SPANCRETE	2			4	\$1,500.00	\$6,000.00	\$38,850.00
NELL INC.	2			4	\$1,500.00	\$6,000.00	\$6,475.00
LONG & ELLISON	1.5	2.3		2.3	\$1,500.00	\$3,450.00	\$9,237.50
MANUFACTURING BLDG.	1.5	2.3		2.3	\$1,500.00	\$3,450.00	\$9,237.50
MEGOMAT	1.5	2.3		2.3	\$1,500.00	\$3,450.00	\$9,237.50
PRICE ENGINEERING	1.5	2.3		2.3	\$1,500.00	\$3,450.00	\$9,237.50
ACV	1.5	2.3		2.3	\$1,500.00	\$3,450.00	\$9,237.50
COMMERCIAL	1.5	2.3		2.3	\$1,500.00	\$3,450.00	\$9,237.50
MANUFACTURING	1.5	2.3		2.3	\$1,500.00	\$3,450.00	\$9,237.50
COMMERCIAL	1.25	1.6		1.6	\$1,500.00	\$2,400.00	\$1,942.50
TOTAL COMFORT	1.25	1.6		1.6	\$1,500.00	\$2,400.00	\$1,942.50

## MUNICIPAL COST INDEXES

The Consumer Price Index increased 0.3 percent this month, and the Municipal Cost Index and Producer Price Index both increased by 0.5 percent. The Construction Cost Index rose by 0.9 percent.

The Construction Cost Index experienced the greatest yearly change.

## MOST RECENT MARKETBASKET

	Current	Percent Change From	
		Last Month	Last Year
Air Conditioners	126.8	0	.9
Apparel	119.7	.3	-.8
Asphalt Roofing	96.0	0	-2.2
Ball Bearings	144.0	.8	2.1
Coal	99.2	1.8	3.8
Communication Devices	110.0	.4	1.1
Concrete Products	122.2	.4	2.9
Construction Machinery	133.3	.9	1.3
Diesel Fuel	50.1	-3.1	-17.3
Electric Components	117.6	0	.3
Electric Power	124.5	2.0	2.9
Floor Coverings	120.8	.2	1.2
Fuel Oil No. 2	51.8	.8	-9.4
Foundry Products	122.2	.3	1.2
Furniture	134.5	.1	2.5
Gasoline	53.4	1.7	-15.8
Generator Sets	139.2	.2	.9
Glass	107.7	0	.8
Glass Containers	126.6	0	1.7
Gypsum Products	113.0	-1.0	13.7
Hardware	136.3	0	1.6
Heating Equipment	140.6	-.1	1.0
Industrial Chemicals	108.9	.1	-.8
I.C. Engines	133.0	1.8	2.6
Iron	82.4	0	-1.4
LP Gas	55.2	-4.0	-15.9
Lumber	185.9	.2	8.4
Metal Fabrications	124.9	.1	2.5
Mixed Fertilizers	102.2	1.2	1.8
Motor Vehicle Parts	113.1	-.2	-.4
Natural Gas	88.1	7.2	-1.1
Office Machines	111.4	.2	.5
Paint	134.0	.1	1.3
Paper	122.7	-.8	0
Passenger Cars	133.8	.7	3.7
Petroleum	99.3	.5	-24.4
Plastics	115.1	-1.2	-2.7
Plumbing Fixtures	157.4	.5	2.4
Plywood	169.8	8.1	3.2
Portland Cement	114.8	.3	7.3
Pump	134.2	.8	1.8
Residual Fuel	42.2	-5.0	-14.9
Rubber	105.6	-.4	1.0
Sand, Gravel	136.0	.3	2.5
Sanitary Papers	133.1	-.4	-1.4
Slaughter Hogs	70.8	5.7	2.2
Soaps, Detergents	120.5	-1.3	-1.0
Sporting Goods	119.7	0	1.9
Steel Mill Products	111.2	-.1	5.8
Switchgear	135.1	-.3	.9
Synthetic Fibers	103.7	-.4	1.1
Tires, Tubes	98.4	-.3	-.4
Tools, Dies	129.3	0	1.8
Transformers	123.4	-1.3	.4
Transmissions	139.2	.8	4.0
Trucks	138.8	.3	5.2
Valves	138.5	.3	1.6
Wire, Cable	132.3	.5	-3.6
Wiring Devices	139.4	.2	1.8

## At-A-Glance Changes

## MUNICIPAL COST INDEX

(Cost of materials, supplies, wages &amp; services)

Last Year Last Month This Month

131.0 — 135.5 — 136.2

Percent Change By: Month 0.5 Year 4.0

## CONSTRUCTION COST INDEX

Last Year Last Month This Month

131.7 — 139.0 — 140.2

Percent Change By: Month 0.9 Year 6.5

## CONSUMER PRICE INDEX (BLS)

Last Year Last Month This Month

141.9 — 145.8 — 146.2

Percent Change By: Month 0.3 Year 3.0

## PRODUCER PRICE INDEX (BLS)

Last Year Last Month This Month

117.6 — 118.4 — 119.0

Percent Change By: Month 0.5 Year 1.2

## Coming Next Month

- Solid Waste Management
- Snow Removal
- Grounds/Roadside Maintenance
- GIS Report



## APPENDIX 1

Proposed change to Section VII, Reserve Capacity Assessments, of the Water Ordinance.

Schedule "D"

City of Pewaukee, Water and Sewer Utility

Section VII of the Water Service Ordinance for Town of Pewaukee Sanitary District No. 3

**SECTION 16.0400 RESERVE CAPACITY ASSESSMENTS, BILLING AND PAYMENT**

**16.0401 RESERVE CAPACITY ASSESSMENTS**

There is hereby levied against each parcel of land serviceable by said water system (vacant, unimproved parcels and established lots) a Reserve Capacity Assessment (RCA) which is an area assessment being served by the reserve capacity of the system. Said Reserve Capacity is hereby established at a rate of four thousand eight dollars (\$4,008.00) per residential equivalent unit (REU), 2012 rate, and shall change annually according to the construction cost index of the Municipal Cost Indexes for the year published in the December issue of a previous year of American City & County (ISSN 0149-337X).

Reserve Capacity Assessments (RCA) are assessments payable at the time of connection to the system to reflect the costs of over sizing wells, reservoirs, pump stations and tanks of the water utility. All properties connecting to the initial system and future extensions of the initial system shall pay a RCA whether or not they have paid a front foot assessment. The assessment is based upon a residential equivalent unit with a lateral of one (1") inch diameter considered as one single family RCA.

Residential RCA's shall be assigned according to the table below:

**TABLE 1  
SCHEDULE FOR ASSIGNING REU'S FOR RESIDENTIAL CUSTOMERS  
RESIDENTIAL RCA**

<u>NO. UNITS</u>	<u>REU/ UNIT</u>	<u>TOTAL REU</u>	<u>NO. UNITS</u>	<u>REU/ UNIT</u>	<u>TOTAL REU</u>
1	1.00	1.0	25	0.35	8.9
2	0.89	1.8	26	0.34	8.9
3	0.78	2.3	27	0.33	9.0
4	0.67	2.7	28	0.32	9.2
5	0.65	3.2	29	0.31	9.6
6	0.62	3.7	30	0.30	9.9
7	0.60	4.2	31	0.30	10.2
8	0.57	4.6	32	0.30	10.6
9	0.55	4.9	33	0.30	10.9
10	0.52	5.2	34	0.30	11.2
11	0.51	5.6	35	0.30	11.6
12	0.50	6.0	36	0.30	11.9
13	0.49	6.3	37	0.30	12.2
14	0.48	6.7	38	0.30	12.5
15	0.47	7.0	39	0.30	12.9
16	0.45	7.3	40	0.30	13.2
17	0.44	7.5	41	0.30	13.5
18	0.43	7.8	42	0.30	13.9
19	0.42	8.0	43	0.30	14.2
20	0.41	8.2	44	0.30	14.5
21	0.40	8.4	45	0.30	14.9
22	0.39	8.5	46	0.30	15.2
23	0.38	8.7	47	0.30	15.5
24	0.37	8.8	48	0.30	15.8

NOTE: Multi-family buildings of thirty units (30) or more shall be assigned an REU of 0.30 per unit.

RCA's for nonresidential users shall be assigned according to Table 2.

TABLE 2  
SCHEDULE FOR ASSIGNING REU'S FOR NONRESIDENTIAL CUSTOMERS  
NONRESIDENTIAL RCA

<u>DOMESTIC LATERAL SIZE</u>	<u>REU</u>
1.00	1.0
1.25	1.6
1.50	2.3
2.00	4.0
3.00	9.0
4.00	16.0
6.00	36.0
8.00	64.0
10.00	100.0

Reserve Capacity Assessments may, in hardship cases, be payable in installments of equal principal plus interest as determined by the Common Council.

There is capacity in the initial system to service an area considerably beyond the properties fronting the proposed mains. The commission directs that additional over sizing costs in future extensions may also be paid from RCA's.

16.0402 BILLING AND PAYMENT

- a) Billing. Billing for water service shall be on a quarterly basis with quarters ending March 20, June 20, September 20, and December 20. The property owner is held responsible for all water bills on the real estate he owns. All water bills and notices relative to water service shall be addressed to the owner and mailed to the address of the premises referred to on such bill or notice or to such other address as requested in writing by the owner.
- b) Failure to Review Bill No Excuse. Reasonable care shall be exercised in proper delivery of water bills. Failure to receive a water bill shall not relieve any owner of responsibility of payment of a water bill within the prescribed period, nor exempt any person from any penalty imposed for delinquency in the payment thereof.
- c) Penalty for Polluting Water or Injuring Waterworks. No person shall willfully pollute or otherwise injure any water supplied by the system in any tunnel, aqueduct, reservoir, pipe, etc; to willfully injure or cause damage to the system, building machinery for fixture pertaining hereto; to willfully and without authority of the City of Pewaukee impede or divert the flow of water in any tunnel, aqueduct, pipe, etc., belonging to such system, to willfully and without authority of such City bore to otherwise cause to leak, any tunnel, aqueduct, reservoir, pipe, etc. used in the system to hold, convey or distribute water.
- d) Damage Recovery. The City of Pewaukee shall have the right to recover from any person any expense incurred by the City for repair or replacement of any water pipe, curb cock, valve, hydrant or valve box damaged in any manner by any person by reason of operation of any electrical system, performance of any work under their control, or by negligence. Owners or operators of motor vehicles shall be liable for the cost of repair of any hydrant damaged by such vehicle. The City shall not be responsible for the damage caused to the motor vehicle by reason of such accident.



**RESOLUTION 18-09-22****FINAL RESOLUTION LEVYING SPECIAL ASSESSMENTS FOR THE RESERVE CAPACITY ASSESSMENTS FOR DEBT SERVICE FOR THE COST INCURRED BY CITY OF PEWAUKEE WATER AND SEWER UTILITY FOR THE PROVISION OF MUNICIPAL WATER UNDER SECTION 66.0703 WISCONSIN STATUTES**

**WHEREAS**, The Common Council of the City of Pewaukee has determined that all property owners and developers benefited should share in the cost of such improvements.

**WHEREAS**, the Common Council of the City of Pewaukee, Waukesha County, Wisconsin held a public hearing at City Hall Council Chambers, located at W240 N3065 Pewaukee Road, Pewaukee, WI at 6:30 pm on the 15<sup>th</sup> day of May, 2014 for the purpose of hearing all interested parties concerning the Preliminary Resolution 14-05-11 and report of the City Engineer, regarding the debt service and retirement for the provision of municipal water facilities and connection for the territory previously described;

**NOW, THEREFORE, BE IT HEREBY RESOLVED**, That the Common Council of the City of Pewaukee, Waukesha County as follows:

1. That the report of the Engineer pertaining to the debt incurred or to be incurred to provide a public water supply system is hereby adopted and approved. Said facilities may include transmission mains or oversizing, wells, reservoirs, pump stations and water storage tanks.
2. That payment for the debt incurred for the public water system be made by assessing the cost to the property benefited and on the following terms and conditions:
  - a. All of the area to be served by the public water supply system is hereby assessed a Reserve Capacity Assessment (RCA) at the rate of \$4,664.00 per residential equivalent connection (2018 rate). The assessment is based upon a residential equivalent unit with a lateral of 1 inch diameter considered as one single family RCA.
3. That the assessments above listed represent an exercise of the police power and have been determined on a reasonable basis and in fact will result in a benefit to each and every property being assessed.
4. The assessments herein levied shall be deferred on all properties within the service area described that are not presently connected to municipal water until such time as prior to connection as provided by Ordinance. Said assessment will change annually according to the construction cost index of the Municipal Cost Indexes for the year published in the January issue of American City & County (ISSN 0149-337X) or as otherwise adjusted by the District Commission from time to time per the Ordinance Establishing a Community Water System and Establishing Water Rates and Rules and Regulations or Amendment.

5. That the City Clerk will publish this Final Resolution as a Class 1 Notice in the area upon which this assessment is levied and shall mail a copy of this Resolution and a statement of the final assessment against the benefited properties to each property owner whose name appears on the assessment roll whose post office address is known or can, with reasonable diligence, be ascertained.

#### SEVERABILITY

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

This final resolution passed and adopted this 10<sup>th</sup> day of September, 2018.

CITY OF PEWAUKEE

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Steve Bierce, Mayor

ATTEST:

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Kelly M. Tarczewski, Clerk/Treasurer

**CITY OF PEWAUKEE  
COMMON COUNCIL AGENDA ITEM 23.**

**DATE:** September 10, 2018

**DEPARTMENT:** PW - Engineering

**PROVIDED BY:** Jeffrey Weigel, Public Works Director & City Engineer

***SUBJECT:***

Discussion and Possible Action to Award the Lindsay Road 2018 Maintenance Overlay Contract to the Lowest Bidder, Poblocki Paving Based on the Lowest Qualified Bid of \$73,534.00 [Weigel]

***BACKGROUND:***

The City has, on occasion, authorized maintenance street overlays of asphalt where development or other conditions merit short-term pavement work. This work is intended to improve the surface until development, utility work or other conditions change and allow for the full repaving project.

***FINANCIAL IMPACT:***

The 2018 Road Budget has \$100,000 budgeted for this project.

***RECOMMENDED MOTION:***

Common Council awards the Lindsay Road 2018 Maintenance Overlay paving project to the lowest qualified bidder, Poblocki Paving, based on the lowest qualified bid of \$73,459.00

**ATTACHMENTS:**

Description

Not Available

ATTACHMENT  
TO BE ADDED WHEN  
AVAILABLE



**CITY OF PEWAUKEE  
COMMON COUNCIL AGENDA ITEM 24.**

**DATE:** September 10, 2018

**DEPARTMENT:** Clerk/Treasurer

**PROVIDED BY:**

***SUBJECT:***

Discussion and Possible Action Regarding the 2014 Annexation Agreement with the Town of Lisbon Related to the CELA Development and Authorizing the Payment of \$1,158.50 to Cover the Equivalent of Five (5) Years of Property Taxes to the Town [Tarczewski]

***BACKGROUND:***

Recently, I was contacted by the Interim Administrator of the Town of Lisbon. She referenced **Ordinance 14-01** dated January 20, 2014 related to the annexation agreement with the Town of Lisbon for the CELA development. After researching this, I found out no payments were ever made to the Town. Based on the 2013 tax amount, we owe them \$1,158.50. Since it is not a budgeted item. I need permission to pay them and I recommend the money come out of the Contingency Fund.

***FINANCIAL IMPACT:***

***RECOMMENDED MOTION:***

Approve the payment in the amount of \$1,158.50 to the Town of Lisbon, with the money coming from the Contingency Fund.

**ATTACHMENTS:**

Description

Lisbon Annexation

Town of Lisbon  
W234 N8676 Woodside Road  
Lisbon, WI 53089

Per **Ordinance No. 14-01** (*attached*) dated January 20, 2014.

2014	\$231.70
2015	\$ 231.70
2016	\$ 231.70
2017	\$ 231.70
2018	<u>\$ 231.70</u>
	\$1,158.50

100-519800-9910

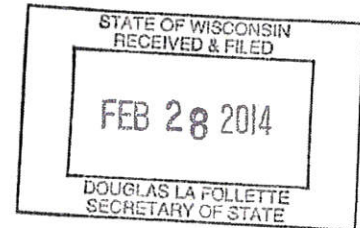
STATE OF WISCONSIN

CITY OF PEWAUKEE

WAUKESHA COUNTY

ORDINANCE NO. 14-01

AN ORDINANCE ANNEXING LAND  
FROM THE TOWN OF LISBON



WHEREAS, the City of Pewaukee received a petition for annexation of land in the Town of Lisbon from Siepmann Development Company Limited Partnership, on October 28, 2013; and,

WHEREAS, the Department of Administration, Municipal Boundary Review Division, reviewed the proposed annexation petition and found it to be in the public interest; and,

WHEREAS, the Common Council has reviewed the Department of Administration's findings; and

WHEREAS, the annexation petition appears to meet the requirements of §66.0217, Wisconsin Statutes; and,

WHEREAS, the Common Council has determined that it is in the best interest of the City of Pewaukee to annex the territory described in the Siepmann annexation petition.

NOW THEREFORE, the Common Council of the City of Pewaukee hereby enacts the following ordinance:

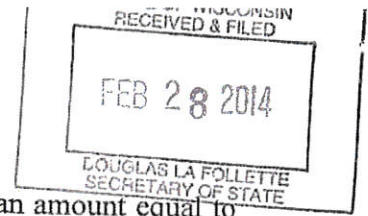
SECTION 1: Annexation.

That the territory described in the Siepmann Development Company Limited Partnership annexation petition which is attached to this ordinance as Exhibit A and incorporated as if fully set forth herein is hereby annexed to the City of Pewaukee. The population of this territory is 0.

SECTION 2: Payment to Town as required by Statute.

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*Ordinance 14.01 Siepmann Annexation*



The City agrees to pay annually to the Town of Lisbon, for 5 years, an amount equal to the amount of property taxes that the Town levied on the annexed territory, as shown by the 2013 tax roll under §70.65, Stats., pursuant to §66.0217(14)(a)1., Stats.

SECTION 3: Severability.

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

SECTION 4: Effective Date.

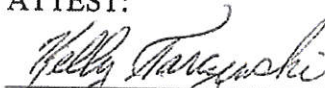
~~This ordinance is effective upon enactment pursuant to §66.0217(8)(c), Stats.~~

Dated this 20<sup>th</sup> day of January 2014.

CITY OF PEWAUKEE

  
Scott Klein, Mayor

ATTEST:

  
Kelly Tarczewski, Clerk



*Ordinance 14.01 Siepmann Annexation*



## Tax Bill Details

Tax Key: **LSBT0272998**Tax Year: **2013**

7/25/2018 11:43:42 AM

WAUKESHA COUNTY

TOWN OF LISBON

## OWNER NAME AND MAILING ADDRESS

## PROPERTY ADDRESS

SIEPMANN DEVELOPMENT COMPANY LIMITED PARTNERSHIP  
W2420N1221 PEWAUKEE RD  
WAUKESHA, WI 53188

View current address (for year 2014)

## LEGAL DESCRIPTION

PT NE1/4 SEC 5 T7N R19E & PT SE1/4 SEC 32 T8N R19E COM SW COR OF NE1/4 SEC 5 N0°39'W 936.25 FT THE BGN N88°52'E 1451.02 FT NWLY ALG CURVE 365.58 FT N14°47'W 1032.43 FT N19°06'W 814.73 FT N69°06'W 59.01 FT SWLY ALG CURVE 107.29 FT S67°06'W 806.96 FT S0°39'E 1819.59 FT TO BGN EX PT IN PEWAUKEE TOWN EX R396/570 EX R2671/399 DOC# 3346224

## ASSESSED VALUES

Tax Year:	2013	Exempt:	NO
Assessment Type:	FULL	Use Value Assessment:	NO
Assessment Ratio:	100.19%	Prior Taxes Due To:	

Values	Assessed	Est. Fair Market
Land	\$66,000.00	\$65,900.00
Improvement	\$0.00	\$0.00
Total	\$66,000.00	\$65,900.00

## LINE ITEMS

Line Item Description	Tax Amount	Tax Rate Per \$1000 of Assessed Value
TOWN OF LISBON	\$231.70	3.5105462
STATE OF WISCONSIN	\$11.18	0.1693593
WAUKESHA TECH COLLEGE	\$86.66	1.3130225
RICHMOND ELEMEN 3122	\$569.30	8.6257738
COUNTY OF WAUKESHA	\$141.27	2.1404800
ARROWHEAD U H S 2450	\$230.46	3.4917686
GROSS GENERAL TAXES	\$1,270.57	19.2509504
SCHOOL TAX CREDIT	(\$115.18)	-1.7451767
NET GENERAL TAXES	\$1,155.39	17.5057737

## TOTAL TAX BILL

**\$1,155.39**

## 2013 TAX BILL PAYMENT OPTIONS

Installments	Amount Due	Due By	Pay to Agency
Full Amount Due	\$1,155.39	1/31/2014	LOCAL
First Installment	\$578.39	1/31/2014	LOCAL
Second Installment	\$577.00	7/31/2014	COUNTY

## 2013 TAX YEAR TRANSACTIONS

Transaction	Effective	Paid To	Description	Tax	Interest	Penalty	Other Charges	Over Payment	Total
12/31/2013	12/31/2013	LOCAL	PAYMENT	(\$1,155.39)	\$0.00	\$0.00	\$0.00	\$0.00	(\$1,155.39)

## ALL OUTSTANDING BALANCES DUE THROUGH JULY, 2018

There are no outstanding balances due.

This program accesses data from databases maintained by several County Departments and Local Municipalities. There may be inconsistencies in data depending on the date the information was gathered or the purpose for which it is maintained. Due to variances in sources and update cycles, there is no guarantee as to the accuracy of the data. For questions regarding Tax Listing or Tax Bill information, please contact the Real Property Tax Listing Division at (262)896-8557 or [taxlisting@waukeshacounty.gov](mailto:taxlisting@waukeshacounty.gov). For questions regarding Outstanding Taxes and Tax Payment records, contact the County Treasurer's office at (262)548-7029.

For all GIS related issues, please contact Waukesha County Land Information Systems at [landinformation@waukeshacounty.gov](mailto:landinformation@waukeshacounty.gov).

The following browsers are supported:    This page run 7/25/2018 11:43:42 AM.





LAND INFORMATION SYSTEMS DIVISION

LSBT 0272.998



Legend

- Retired Plats
- Assessor Plat
- Condo Plat
- CSM
- Subdivision Plat
- SimultaneousConveyance
- Assessor Plat
- CSM
- Condo Plat
- Subdivision Plat

0

166.67 Feet

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

Notes:

Printed: 7/25/2018



**CITY OF PEWAUKEE  
COMMON COUNCIL AGENDA ITEM 25.**

**DATE:** September 10, 2018

**DEPARTMENT:** Clerk/Treasurer

**PROVIDED BY:**

***SUBJECT:***

Discussion and Possible Action to Set the Schedule for 2019 Budget Process [Klein]

***BACKGROUND:***

***FINANCIAL IMPACT:***

***RECOMMENDED MOTION:***

**ATTACHMENTS:**

Description

2019 Budget Schedule

## **2019 BUDGET SCHEDULE**

Tuesday, July 10 <sup>th</sup> , 2018	Budget Worksheets Distributed to Department Heads
Wednesday, August 15, 2018	Budgets Due – Give Directly to Carol
Wednesday, September 12 <sup>th</sup> , 2018	Mayor, Administrator & Accountant to Meet with Department Heads
Week of September 17 <sup>th</sup>	Last Minute Tweaks to the Budget & Distribute to Common Council & Finance Committee
Week of September 24 <sup>th</sup> - TBD	Meet with Finance Committee
Monday, October 1, 2018 – 7:00 p.m.	Common Council Meeting
Monday, October 8, 2018 – 7:00 p.m.	Budget Workshop
<i>Thursday, October 12, 2018 – 12:00 p.m.</i>	<i>Deadline to Get Budget Notice to Newspaper</i>
Monday, October 15, 2018 – 6:00 p.m.	Common Council Meeting San Francisco 49ers vs. Green Bay Packers (7:15 p.m.)
<i>Sunday, October 21, 2018</i>	<i>Publish Notice of Public Hearing Class 1 Notice at least 15 days before the Public Hearing</i>
Monday, October 22, 2018 – 7:00 p.m.	Budget Workshop – <u>If needed</u>
Monday, November 5, 2018 – 6:00 p.m.	Common Council Meeting <u>Public Hearing for the 2019 Budget – Possibly Adopt the Budget.</u>
Monday, November 12, 2018 – 7:00 p.m.	<u>If Needed</u> – Special Common Council Meeting to Adopt Budget



**CITY OF PEWAUKEE  
COMMON COUNCIL AGENDA ITEM 26.**

**DATE:** September 10, 2018

**DEPARTMENT:** Clerk/Treasurer

**PROVIDED BY:**

***SUBJECT:***

Discussion and Possible Action to Approve the Temporary Beer License for This Time Tomorrow Foundation to Hold a "Strike Out Cancer" Softball Tournament on September 29th, 2018 at Nettesheim Park Located at N26 W27495 Prospect Avenue [Tarczewski]

***BACKGROUND:***

***FINANCIAL IMPACT:***

***RECOMMENDED MOTION:***

**ATTACHMENTS:**

Description

TTT Foundation Application

RECEIVED  
AUG 28 2018

# Application for Temporary Class "B" / "Class B" Retailer's License

See Additional Information on reverse side. Contact the municipal clerk if you have questions.

FEE \$ 10.00

CITY OF PEWAUKEE  
CLERK'S OFFICE

Application Date: 8/27/18

☐ Town ☐ Village ☒ City of PEWAUKEE

County of WAUKESHA

The named organization applies for: (check appropriate box(es).)

- ☒ A Temporary Class "B" license to sell fermented malt beverages at picnics or similar gatherings under s. 125.26(6), Wis. Stats.  
☐ A Temporary "Class B" license to sell wine at picnics or similar gatherings under s. 125.51(10), Wis. Stats.

at the premises described below during a special event beginning 9/29/18 8:30 and ending 9/29/18 8:00pm and agrees to comply with all laws, resolutions, ordinances and regulations (state, federal or local) affecting the sale of fermented malt beverages and/or wine if the license is granted.

## 1. Organization (check appropriate box) →

- ☐ Bona fide Club ☐ Church ☐ Lodge/Society  
☒ Chamber of Commerce or similar Civic or Trade Organization  
☐ Veteran's Organization ☐ Fair Association

(a) Name The This Time Tomorrow Foundation

(b) Address 700 Hickory St. Pewaukee, WI 53072  
(Street) ☐ Town ☒ Village ☐ City

(c) Date organized 8/13/2011

(d) If corporation, give date of incorporation 8/13/11

(e) If the named organization is not required to hold a Wisconsin seller's permit pursuant to s. 77.54 (7m), Wis. Stats., check this box: ☒

(f) Names and addresses of all officers:

President Cory Zimmermann

Vice President Anthony Gott

Secretary Leanne Hock

Treasurer Scott Farrow, CPA

(g) Name and address of manager or person in charge of affair: Jamie Allen 105 Riverside Dr. Pewaukee, WI 262-370-3064 (Betsy Allen)

## 2. Location of Premises Where Beer and/or Wine Will Be Sold, Served, Consumed, or Stored, and Areas Where Alcohol Beverage Records Will be Stored:

(a) Street number N26 W27495 Prospect Av. Pewaukee, WI 53072

(b) Lot Nettlesheim Park Block

(c) Do premises occupy all or part of building? Yes. The Park building.

(d) If part of building, describe fully all premises covered under this application, which floor or floors, or room or rooms, license is to cover:

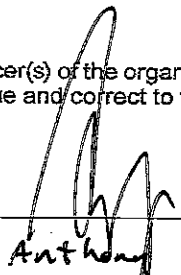
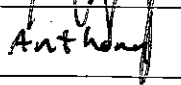
## 3. Name of Event

(a) List name of the event "Strike out Cancer" Softball tournament

(b) Dates of event 9/29/2018

## DECLARATION

The Officer(s) of the organization, individually and together, declare under penalties of law that the information provided in this application is true and correct to the best of their knowledge and belief.

Officer  8/27/18  
(Signature/date)  
Officer    
(Signature/date)

This Time Tomorrow, Inc.  
501(c)(3) 27-4942425  
(Name of Organization)  
Officer \_\_\_\_\_  
(Signature/date)  
Officer \_\_\_\_\_  
(Signature/date)

Date Filed with Clerk \_\_\_\_\_

Date Reported to Council or Board \_\_\_\_\_

Date Granted by Council \_\_\_\_\_

License No. \_\_\_\_\_

**CITY OF PEWAUKEE  
COMMON COUNCIL AGENDA ITEM 27.**

**DATE:** September 10, 2018

**DEPARTMENT:** Clerk/Treasurer

**PROVIDED BY:**

***SUBJECT:***

Discussion and Possible Action to Start the Monday, October 15th Common Council Meeting at 6:00 p.m. to Accommodate for the San Francisco 49ers and Packers Game [Mayor Bierce]

***BACKGROUND:***

***FINANCIAL IMPACT:***

***RECOMMENDED MOTION:***

**ATTACHMENTS:**

Description

Packer Schedule















# PACKERS

















































## 2018 FOOTBALL SCHEDULE

### PRESEASON

ALL TIMES ARE CENTRAL

GAME	DATE	OPPONENT	KICKOFF	TV	RESULT
1	Thursday, August 9	  <b>TENNESSEE TITANS</b> <i>(Bishop's Charities Game)</i>	7 p.m.		_____
2	Thursday, August 16	  <b>PITTSBURGH STEELERS</b> <b>GOLD PACKAGE</b> <i>(Midwest Shrine Game)</i>	7 p.m.		_____
3	Friday, August 24	  at Oakland Raiders	9:30 p.m.		_____
4	Thursday, August 30	  at Kansas City Chiefs	7:30 p.m.		_____

### REGULAR SEASON

WEEK	DATE	OPPONENT	KICKOFF	TV	RESULT
1	Sunday, September 9	  <b>CHICAGO BEARS</b>	7:20 p.m.		_____
2	Sunday, September 16	  <b>MINNESOTA VIKINGS</b> <b>GOLD PACKAGE</b>	12 p.m.		_____
3	Sunday, September 23	  at Washington Redskins	12 p.m.		_____
4	Sunday, September 30	  <b>BUFFALO BILLS</b>	12 p.m.		_____
5	Sunday, October 7	  at Detroit Lions	*12 p.m.		_____
6	Monday, October 15	  <b>SAN FRANCISCO 49ERS</b>	7:15 p.m.		_____
7		<b>BYE WEEK</b>			
8	Sunday, October 28	  at Los Angeles Rams	*3:25 p.m.		_____
9	Sunday, November 4	  at New England Patriots	*7:20 p.m.		_____
10	Sunday, November 11	  <b>MIAMI DOLPHINS</b> <b>GOLD PACKAGE</b>	*12 p.m.		_____
11	Thursday, November 15	  at Seattle Seahawks	7:20 p.m.	 	_____
12	Sunday, November 25	  at Minnesota Vikings	*7:20 p.m.		_____
13	Sunday, December 2	  <b>ARIZONA CARDINALS</b>	*12 p.m.		_____
14	Sunday, December 9	  <b>ATLANTA FALCONS</b>	*12 p.m.		_____
15	Sunday, December 16	  at Chicago Bears	*12 p.m.		_____
16	Sunday, December 23	  at New York Jets	*12 p.m.		_____
17	Sunday, December 30	  <b>DETROIT LIONS</b>	*12 p.m.		_____

\* Start time and broadcast may shift due to NFL flexible scheduling

### STAY CONNECTED



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**CITY OF PEWAUKEE  
COMMON COUNCIL AGENDA ITEM 28.**

**DATE:** September 10, 2018

**DEPARTMENT:** Clerk/Treasurer

**PROVIDED BY:**

***SUBJECT:***

Reminder that the Next Common Council Meeting is Scheduled for Monday, September 24, 2018 at 6:00 p.m.

***BACKGROUND:***

***FINANCIAL IMPACT:***

***RECOMMENDED MOTION:***