

Office of the Clerk/Treasurer

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

**COMMON COUNCIL
MEETING NOTICE AND AGENDA
Monday, October 15, 2018
6:00 PM**

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

-
1. Call to Order and Pledge of Allegiance
 2. Public Comment - Please limit your comments to two (2) minutes, if further time for discussion is needed please contact your District Alderperson prior to the meeting.
 3. Consent Agenda
 - 3.1. Approve Accounts Payable Listings
 - 3.2. Approval of Bartender Licenses
 4. Discussion and Possible Action Regarding **Resolution 18-10-30** Awarding the Sale of \$1,445,000 General Obligation Water System Bonds, Series 2018A [Ehlers]
 5. Discussion and Possible Action to Extend the Original Offer to Purchase Agreement with the Bell Tower Memorial Inc. from Five (5) Years to Ten (10) Years as it Relates to the Development on the Land Located on the Busse Road Adjacent to the Pilgrim's Rest Cemetery [Mayor Bierce]
 6. Discussion and Possible Action to Approve the Payne & Dolan, Inc. Holding Tank Agreement for the Property Located at N5 W23000 Bluemound Road (PWC 0962-995-008) [Fuchs]
 7. Discussion and Possible Action Regarding **Ordinance 18-07** Rezoning the Property Located at W239 N4050 Swan Road (PWC 0871-996 & PWC 0871-999) From A-1 Agricultural to Rs-4 Single-Family Residential for the Purpose of Developing an 83-Lot Single-Family Residential Subdivision Known as Swan View Farms as Requested by BWC Investments LLC [Fuchs]
 8. Discussion and Possible Action Regarding the Preliminary Plat for Swan View Farms Subdivision Located at W239 N4050 Swan Road (PWC 0871-996 & PWC 0871-999) [Fuchs]
 9. Discussion and Possible Action to Appoint Frank Dorsey to the Tourism Commission [Mayor Bierce]
 10. 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.
 11. Adjournment

Kelly Tarczewski
Clerk/Treasurer

October 11, 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: October 15, 2018

DEPARTMENT: Clerk/Treasurer

PROVIDED BY:

SUBJECT:

Approve Accounts Payable Listings

BACKGROUND:

FINANCIAL IMPACT:

RECOMMENDED MOTION:

ATTACHMENTS:

Description

AP List for CC

WS City AP List for CC

ACCOUNTS PAYABLE OCTOBER 15, 2018			
Vendor Name	Document Date	Document Amount	Transaction Description
ADP SCREENING & SELECTION SERVICES	09/04/2018	\$ 58.25	HR EMP EXAMS
AILCO EQUIPMENT FINANCE GROUP	09/01/2018	\$ 412.00	IT ENG PLOTTER LEASE
ALESCI HOMES	09/21/2018	\$ 2,000.00	BS EROSION BOND REFUND
ALLEN BUILDERS LLC	09/21/2018	\$ 2,000.00	BS EROSION BOND REFUND
ASSESSMENT TECHNOLOGIES LLC	09/05/2018	\$ 31.25	IT ASR APEX PROG SUPPORT
AT&T CAROL STREAM IL	09/01/2018	\$ 288.89	CH TELEPHONE SVC
AT&T CAROL STREAM IL	09/10/2018	\$ 236.71	RC/FD PHN SVC/CALL FWD & FAX
BATZNER PEST CONTROL	09/05/2018	\$ 59.00	PR WAGNER BLDG MNTNC
BATZNER PEST CONTROL	09/12/2018	\$ 55.00	PR BLDNG MNTNC
BIELINSKI HOMES	09/21/2018	\$ 2,000.00	BS EROSION BOND REFUND
BOND TRUST SERVICES CORP	09/17/2018	\$ 150.00	GEN OB BOND FEE
BUELOW VETTEER BUIKEMA OLSON & VLIET, L	09/11/2018	\$ 1,020.00	HR ATTORNEY SVCS
CALDERA, MELISSA	09/24/2018	\$ 378.00	MC BAIL BAL REFUND
CINTAS CORP.	09/17/2018	\$ 56.41	PR BLDG MNTNC
CINTAS CORP.	09/17/2018	\$ 44.78	PR PARKS SHOP FIRST AID KIT
CINTAS CORP.	09/17/2018	\$ 124.73	PR BLDG MNTNC - BATTERIES
CONCENTRA, INC	09/12/2018	\$ 230.00	HR DOT RECERTS & AUDIOGRAMS
CTACCESS	09/18/2018	\$ 2,830.00	IT LASERFICHE LSAP RENEWAL
DAN PLAUTZ CLEANING SERVICE	09/14/2018	\$ 2,383.50	CH JANITORIAL SEPT
DIVERSIFIED BENEFIT SERVICES	09/05/2018	\$ 295.44	INSURANCE CONSULTANT
DIVERSIFIED BENEFIT SERVICES	09/19/2018	\$ 180.40	INSURANCE CONSULTANT
FEI BEHAVIORAL HEALTH	09/01/2018	\$ 585.00	HR EAP Q4 2018
FIRNROHR, MARY	09/21/2018	\$ 260.00	PR CONTRACTED INSTRUCTOR
FROEDTERT HEALTH/WORKFORCE HEALTH	08/31/2018	\$ 455.00	HR ON-SITE WLNS EDUCATION
HANSON, SHERRY	09/24/2018	\$ 20.00	MC WITNESS FEE BC158623-3
HEARTLAND BUSINESS SYSTEMS	09/07/2018	\$ 334.00	IT NTWRK MON. SEPT 2018
HEARTLAND BUSINESS SYSTEMS	09/14/2018	\$ 1,839.60	IT WS NEW HARD DRIVES
HOME DEPOT CREDIT SERVICE	09/05/2018	\$ 136.74	PR & CEM GROUNDS MNTNC
HORWATH BUILDERS	09/18/2018	\$ 1,500.00	BS EC BOND REF ADTL - PATCH
KARLSON, JENNIFER	09/24/2018	\$ 34.60	MC CITATION OVERPAMENT
KASKEY, MONICA	09/14/2018	\$ 59.97	PR PROGRAM SUPPLIES
KMB ELECTRIC	09/14/2018	\$ 140.00	IT
MENARDS	08/28/2018	\$ 415.47	CH/ST BLDG MNT/OP SUP
MENARDS	09/20/2018	\$ 299.99	PR VILLAGE PARK FAN
MENARDS	09/16/2018	\$ 15.98	PR PRESSURE WSHR CONNECTOR
OFFICE COPYING EQUIPMENT, LTD	07/31/2018	\$ 13.30	PS/MC COPY CHARGES JUL
OFFICE COPYING EQUIPMENT, LTD	08/29/2018	\$ 23.09	PS/MC COPY CHARGES AUG
OFFICE DEPOT	09/05/2018	\$ 84.14	AD PRINTER TONER
OFFICE DEPOT	09/10/2018	\$ 118.88	CH JANITORIAL SUP
OFFICE DEPOT	08/07/2018	\$ 65.23	MC OFFICE SUPPLIES
OFFICE DEPOT	09/13/2018	\$ 31.99	BS COPY PAPER
POLARIS CUSTOM HOMES	09/21/2018	\$ 500.00	BS OCC BOND REFUND
POSITIVELY PEWAUKEE	09/24/2018	\$ 2,824.44	PP AUG FOOD TRUCK RALLY
PREMIUM WATERS, INC	09/10/2018	\$ 14.25	PR WATER SERVICE
PRIVATE LINES, INC	09/12/2018	\$ 253.75	SP COM ON-SITE LABOR

ACCOUNTS PAYABLE OCTOBER 15, 2018			
Vendor Name	Document Date	Document Amount	Transaction Description
PROBARK	08/31/2018	\$ 384.00	PR VILLAGE & OPEI GRNDS MNT
PROHEALTH CARE MEDICAL ASSOCIATES	09/04/2018	\$ 297.00	FD EMP EXAMS
PROHEALTH CARE MEDICAL ASSOCIATES	09/04/2018	\$ 197.00	FD EMP EXAMS
R&R INSURANCE SERVICES	09/04/2018	\$ 24,100.00	POLICY INSTALLMENT
ROMENS, RANDY	09/21/2018	\$ 225.09	BS MILEAGE AUG
SAFEBUILT	08/31/2018	\$ 1,040.00	BS CONTRACTED INSP SVCS
SANTIAGO, RICARDO	09/24/2018	\$ 388.88	MC RESTITUTION 3W80LF2LBW
SCHAMENS, MICHAEL & DENISE	09/21/2018	\$ 500.00	BS OCC BOND REFUND
SCHWAAB, INC	08/09/2018	\$ 48.61	MC 2 LINE STAMP
STARFIRE SYSTEMS, INC	09/20/2018	\$ 460.00	IT INSP FIRE SUPPR SERVER RM
STATE OF WI COURT FINES & ASSMTS	09/24/2018	\$ 10,302.66	MC COURT COSTS/ASMNT SHARE
TARCZEWSKI, KELLY	09/10/2018	\$ 21.48	CC/BOR SNACKS/BEVERAGES
US CELLULAR	09/02/2018	\$ 123.10	PR WIRELESS SERVICE
WAUKESHA CO SHERIFF'S DEPT	09/24/2018	\$ 120.00	MC WARRANT FEE AUG
WAUKESHA COUNTY TREASURER	09/10/2018	\$ 51.42	PS INMATE BILLING AUG
WAUKESHA COUNTY TREASURER	09/10/2018	\$ 198,302.52	PS OCT 2018 POLICE SVCS
WAUKESHA COUNTY TREASURER	09/24/2018	\$ 2,410.45	MC CO JAIL ASMNTS/DRIVER IMP
WAUKESHA COUNTY TREASURER	09/10/2018	\$ 297.00	PR SUMMER TREE CLIMB PROG
WAUKESHA COUNTY TREASURER	09/07/2018	\$ 680.00	PR MUNI BEACH SAMPLES
WAUKESHA PEWAUKEE CVB	09/20/2018	\$ 91,250.00	Q3 PAYMENT
WI DEPT OF JUSTICE-RECORDS CHECK	09/01/2018	\$ 10.00	HR EMP EXAMS (G1682)
WI LEGAL BLANK CO., INC.	09/12/2018	\$ 189.00	AS OP SUP - ENVELOPES
WISCONSIN RURAL WATER ASSOC.	09/17/2018	\$ 105.34	SFTY REFRESHER TRNG
WRAYBURN CONSULTING LLC	09/07/2018	\$ 2,670.00	BS PLANNING/ZONING SVCS
TOTAL		\$ 359,033.33	

City & WS Accounts Payable for:

10/15/2018

Vendor Name	Document Date	Document Amount	Transaction Description
1ST AYD	8/24/2017	\$430.99	FD HOUSE SUPPLIES BOTH
1ST AYD	9/7/2017	\$144.56	SUPPLIES FOR STATIONS
AIRGAS	9/4/2018	\$111.50	FD OXYGEN/AMBO OPPS
AIRGAS	8/31/2018	\$143.12	FD OXYGEN/AMBO OPPS
AIRGAS	8/31/2018	\$94.83	FD OXYGEN/AMBO OPPS
BATTERIES PLUS	9/21/2018	\$167.95	BATTERY 12V
BONK PRINT-N-PROMO	9/27/2018	\$2,342.55	2019 STORM WATER GARBAGE BILLING
BOUNDTREE MEDICAL	8/29/2018	\$9.19	FD EMS SUPPLIES
BOUNDTREE MEDICAL	9/6/2018	\$467.67	FD MEDICAL SUPPLIES
BOUNDTREE MEDICAL	5/10/2018	\$30.00	FD NALOXONE REBATE
BOUNDTREE MEDICAL	8/13/2018	\$24.00	FD NALOXONE REBATE
BOUNDTREE MEDICAL	12/12/2017	\$66.00	FD NALOXONE REBATE
BOUNDTREE MEDICAL	9/14/2017	\$63.60	MEDICAL SUPPLIES
BOUNDTREE MEDICAL	9/13/2017	\$7.80	EMS SUPPLIES
BOUNDTREE MEDICAL	9/11/2017	\$227.01	EMS SUPPLIES
CHALLENGER BATTERY SERVICE	9/17/2017	\$300.00	BATTERIES FOR 2853
CHANNING BETE COMPANY	8/31/2017	\$262.07	FD ACLS PALS MANUALS
CINTAS CORP.	9/4/2017	\$57.63	FD BLDG MNT MATS
CINTAS FIRST AID	9/13/2018	\$78.96	CABINET REFILLED
CITY OF WAUKESHA ENGINEERING	10/4/2018	\$4,322.04	#984009 SEWER CONNECTION
CLINKENBEARD, HARLAN	9/26/2018	\$2,244.00	SEPT PT PLANNER WAGES 2018
CONLEY MEDIA	8/25/2018	\$56.84	SW PUBLICATION CHARGES
D.F. TOMASINI, INC	9/20/2018	\$3,859.20	WATER SERVICE REPAIR
ELLIOTT ACE HARDWARE	8/8/2017	\$93.97	FD BUG/WASP KILLER, SAW KIT
ELLIOTT ACE HARDWARE	8/14/2017	\$12.68	FD TAPCON KITS
ELLIOTT ACE HARDWARE	8/10/2017	\$0.90	FD HARDWARE ROPE
EMERGENCY LIGHTING & ELECTRONICS	8/24/2017	\$111.80	FD BEH MNT TOMAR WRNTY
FASTENAL	8/30/2018	\$72.83	SUPPLIES
FASTENAL	9/10/2018	\$16.99	LIME ZIP VEST
FEITER, DAN	9/14/2018	\$121.91	WORK BOOTS
FIRE SAFETY USA, INC.	8/27/2017	\$630.08	2871 CHECK ENG LIGHT/CLEAR COD
FURST, MARTHA	10/4/2018	\$30.00	CHAIR YOGA SUB 10/4/18
GLOBE CONTRACTORS	9/14/2018	\$216,374.37	SW ROUNDYS PARK II
GREGG MARTIN INSTRUMENTATION	8/31/2018	\$950.00	NEW METER PROGRAMMING
HARTLAND OVERHEAD DOOR	9/6/2017	\$697.00	FD ST 2 OVERHD DOOR REPAIR
HAWKINS, INC.	9/5/2018	\$2,840.99	AZONE 15/SODIUM SILICATE
HAWKINS, INC.	9/19/2018	\$3,199.95	AZONE 15/SODIUM SILICATE
HEIN ELECTRIC SUPPLY	9/5/2017	\$101.53	FD ST 1 LIGHTS
HILTUNEN, MARIANNE	9/17/2018	\$134.62	ENT/SW MILEAGE
HOPPE, MARK	9/21/2017	\$102.40	RECYCLE FD TV/CONF PARK/MILEAG
HUMPHREY SERVICE PARTS, INC	8/14/2018	\$21.92	ST BRAKE SHOE KIT RETURN #12
ILLINGWORTH-KILGUST	9/7/2018	\$1,528.23	BFP PROCESSING FEES/TEST/LABOR
INNOVYZE fka XP SOLUTIONS	8/31/2018	\$3,195.00	SW INFOCARE MNTNC 2018-19
JK LAWN SERVICE	8/31/2017	\$304.00	LAWN CARE- AUGUST
JK LAWN SERVICE	8/31/2017	\$285.00	LAWN CARE- AUGUST
KASKEY, MONICA	10/1/2018	\$577.74	REIMBURSE MILEAGE/MTG/CONVENTION
KWIK TRIP	10/10/2018	\$4,583.51	SEPTEMBER FUEL
LITHO-CRAFT	9/18/2018	\$680.00	BILLING STMT PAPER
LITHO-CRAFT	9/12/2018	\$862.00	RETURN ENVELOPES
MATTHEW MCNULTY	10/10/2018	\$332.12	W/S 15971 REFUND 3 QTRS OVERPD
MENARDS	9/9/2017	\$7.22	FD BATTERIES
MENARDS	9/12/2017	\$739.48	FD DISHWASHER
MENARDS	9/16/2017	\$26.93	PD PRIMER/SUPPLIES
MENARDS	9/17/2017	\$62.69	FD SCREWS/ALUMINUM
MENARDS	9/12/2017	\$23.93	FD SEAFOAM/AIR GAP
NAPA	9/4/2017	\$133.32	FD FLEET CHG AF GAL & OIL DRY
NATIONWIDE RETIREMENT SOLUTIONS	9/28/2018	\$1,895.09	DEFERRED COMP
NATIONWIDE RETIREMENT SOLUTIONS	10/10/2018	\$1,945.09	DEFERRED COMP
OFFICE COPYING EQUIPMENT, LTD	8/29/2017	\$63.28	FD COPIER MNTNC & COPIES
OFFICE COPYING EQUIPMENT, LTD	9/19/2018	\$618.67	COLOR/STAPLE COPIES
OFFICE DEPOT	8/21/2018	\$119.98	ENG/SW COPY PAPER
OFFICE DEPOT	8/30/2017	\$18.89	FD COUGH DROPS FOR CABINET
OFFICE DEPOT	8/29/2017	\$5.24	FD TAPE/RULER
OFFICE DEPOT	8/31/2017	\$12.99	FD CARD STOCK
PEWAUKEE, VILLAGE OF	10/10/2018	\$65,409.91	OCTOBER LIBRARY
PLATE, STEVE	9/21/2017	\$179.64	FD DIGITAL ADAPTERS
PROHEALTH PHARMACY WAUKESHA	8/31/2017	\$580.11	EMS SUPPLIES
QUANTUM LS LLC	9/7/2018	\$535.39	SW PIPER SCHMIDT BRIEF
ROTROFF JEANSON & CO.	9/20/2018	\$496.00	RCA STUDY/DEBT ISSUE
RUEKERT & MIELKE, INC.	9/4/2018	\$1,699.50	SW HILL N DALE PROF SVCS
RUEKERT & MIELKE, INC.	9/4/2018	\$23,460.87	SW RD PROG PEW WDS CULV REP
RUEKERT & MIELKE, INC.	9/4/2018	\$24,075.99	EN STEEPLECHASE
RUEKERT & MIELKE, INC.	9/4/2018	\$22,814.20	EN DEERHAVEN 2
RUEKERT & MIELKE, INC.	9/4/2018	\$531.25	SW STORM INLET REPAIRS
RUEKERT & MIELKE, INC.	9/4/2018	\$855.10	EN FIVE FLDS & DEERHAVEN
RUEKERT & MIELKE, INC.	9/4/2018	\$74.27	EN ROUNDY IND PARK RECON
RUEKERT & MIELKE, INC.	9/4/2018	\$525.00	PEWAUKEE CITY WELL 7 PUMP
SEELEY, KRISTEN	10/4/2018	\$150.00	PRESCHOOL CLASS FALL SESSION
SOFT WATER, INC.	8/10/2017	\$22.50	SOLAR SALT
SOFT WATER, INC.	8/17/2017	\$30.00	SOLAR SALT
STAAB CONSTRUCTION CORP	8/30/2018	\$155,126.45	WELL #1 RADIUM FILTRATION
TD AMERITRADE TRUST COMPANY	9/28/2018	\$50.00	LOAN REPAYMENT
TD AMERITRADE TRUST COMPANY	10/10/2018	\$50.00	LOAN REPAYMENT
THERMA-STOR LLC	9/18/2018	\$5,700.00	DEHIMIDIFIER
TRI-TOM, LLC	8/15/2017	\$14.19	FD FREIGHT
VERIZON	9/1/2018	\$211.11	CELL SERVICE
VERIZON	8/23/2017	\$22.14	MODEM 942083648-00001
VERIZON	9/12/2017	\$30.89	486166596-00001 CELL SERVICE
VERIZON	9/12/2017	\$265.65	486166595-00003/ AIR CARDS
VISU-SEWER	8/31/2018	\$568.75	WESTWOOD DR SEWER CLEANING
WASHBURN MACHINERY, INC	9/21/2018	\$3,953.75	FD WASHER/DRYER DEPOSIT 25%
WATER REMEDIATION TECH., LL	10/1/2018	\$3,395.41	BASE TREATMENT CHARGE
WATER TOWEN CLEAN & COAT, INC.	9/14/2018	\$4,200.00	CLEAN STANDPIPE TOWER
WATER WELL SOLUTIONS	8/28/2018	\$70,025.75	WELL 7 PUMP SERVICES
WAUKESHA PROFESSIONAL FIREFIGHTERS ASSO	10/10/2018	\$1,703.87	OCTOBER UNION DUES
WSCSAAA	9/24/2018	\$8.39	PD RUBBER BANDS FOOTBALL CARDS
WI DNR	9/10/2018	\$45.00	OPERATOR CERT RENEWAL
WI SCTF	10/3/2018	\$65.00	7516424 R&D FEES-SUPPORT
WISCONSIN TOWN CONVENTION	9/21/2018	\$150.00	ASSR 10/14-10/16/18 CONVENTION
WONDERWARE MIDWEST	9/19/2018	\$6,440.00	2018 SUPPORT RENEWAL
		\$652,511.93	

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

DATE: October 15, 2018

DEPARTMENT: Clerk/Treasurer

PROVIDED BY:

SUBJECT:

Approval of Bartender Licenses

BACKGROUND:

FINANCIAL IMPACT:

RECOMMENDED MOTION:

ATTACHMENTS:

Description

Bartenders

<u>Individual Name</u>	<u>Establishment Name</u>	<u>Type</u>
Bartow, Brandon W.	Boomers	New
Davis, Austin R.	Edgewater	New
Davis, Hailey A.	GE Healthcare	New
Henson, Lorrae D.	GE Healthcare	New
Novara, Leslie A.	Machine Shed	New

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

DATE: October 15, 2018

DEPARTMENT: Clerk/Treasurer

PROVIDED BY:

SUBJECT:

Discussion and Possible Action Regarding **Resolution 18-10-30** Awarding the Sale of \$1,445,000 General Obligation Water System Bonds, Series 2018A [Ehlers]

BACKGROUND:

Please Note: The DRAFT Resolution was the only thing available to attach to the Common Council packet. A representative from Ehlers will be providing the details at the meeting.

FINANCIAL IMPACT:

RECOMMENDED MOTION:

ATTACHMENTS:

Description

DRAFT Resolution 18.10.30

RESOLUTION NO. 18-10-30

**RESOLUTION AWARDING THE SALE OF \$1,445,000
GENERAL OBLIGATION WATER SYSTEM BONDS, SERIES 2018A**

WHEREAS, on September 10, 2018, the Common Council of the City of Pewaukee, Waukesha County, Wisconsin (the "City") adopted an initial resolution (the "Initial Resolution") authorizing the issuance of general obligation bonds in an amount not to exceed \$1,445,000 for the public purpose of financing water system improvements (the "Project");

WHEREAS, pursuant to the provisions of Section 67.05, Wisconsin Statutes, within 15 days following the adoption of the Initial Resolution, the City Clerk caused a notice to electors to be published in the Lake Country Now, stating the purpose and maximum principal amount of the bond issue authorized by the Initial Resolution and describing the opportunity and procedure for submitting a petition requesting a referendum on the bond issue authorized by the Initial Resolution;

WHEREAS, no petition for referendum was filed with the City Clerk, and the time to file such a petition has expired;

WHEREAS, the City is authorized by the provisions of Section 67.04, Wisconsin Statutes, to borrow money and issue general obligation bonds for such public purpose;

WHEREAS, on September 10, 2018, the Common Council of the City also adopted a resolution (the "Set Sale Resolution"), providing that the general obligation bond issue authorized by the Initial Resolution be issued and sold as a single issue of bonds designated as "General Obligation Water System Bonds, Series 2018A" (the "Bonds") for the purpose of paying the cost of the Project;

WHEREAS, the Common Council hereby finds and determines that the Project is within the City's power to undertake and therefore serves a "public purpose" as that term is defined in Section 67.04(1)(b), Wisconsin Statutes;

WHEREAS, pursuant to the Set Sale Resolution, the City has directed Ehlers & Associates, Inc. ("Ehlers") to take the steps necessary to sell the Bonds to pay the cost of the Project;

WHEREAS, Ehlers, in consultation with the officials of the City, prepared a Notice of Sale (a copy of which is attached hereto as Exhibit A and incorporated herein by this reference) setting forth the details of and the bid requirements for the Bonds and indicating that the Bonds would be offered for public sale on October 15, 2018;

WHEREAS, the City Clerk (in consultation with Ehlers) caused notice of the sale of the Bonds to be published and/or announced and caused the Notice of Sale to be distributed to potential bidders offering the Bonds for public sale;

WHEREAS, the City has duly received bids for the Bonds as described on the Bid Tabulation attached hereto as Exhibit B and incorporated herein by this reference (the "Bid Tabulation"); and

WHEREAS, it has been determined that the bid proposal (the "Proposal") submitted by the financial institution listed first on the Bid Tabulation fully complies with the bid requirements set forth in the Notice of Sale and is deemed to be the most advantageous to the City. Ehlers has recommended that the City accept the Proposal. A copy of said Proposal submitted by such institution (the "Purchaser") is attached hereto as Exhibit C and incorporated herein by this reference.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City that:

Section 1. Ratification of the Notice of Sale and Offering Materials. The Common Council hereby ratifies and approves the details of the Bonds set forth in Exhibit A attached hereto as and for the details of the Bonds. The Notice of Sale and any other offering materials prepared and circulated by Ehlers are hereby ratified and approved in all respects. All actions taken by officers of the City and Ehlers in connection with the preparation and distribution of the Notice of Sale, and any other offering materials are hereby ratified and approved in all respects.

Section 1A. Award of the Bonds. For the purpose of paying the cost of the Project, there shall be borrowed pursuant to Section 67.04, Wisconsin Statutes, the principal sum of ONE MILLION FOUR HUNDRED FORTY-FIVE THOUSAND DOLLARS (\$1,445,000) from the Purchaser in accordance with the terms and conditions of the Proposal. The Proposal of the Purchaser offering to purchase the Bonds for the sum set forth on the Proposal, plus accrued interest to the date of delivery, resulting in a true interest cost as set forth on the Proposal, is hereby accepted. The Mayor and City Clerk or other appropriate officers of the City are authorized and directed to execute an acceptance of the Proposal on behalf of the City. The good faith deposit of the Purchaser shall be retained by the City Treasurer and applied in accordance with the Notice of Sale, and any good faith deposits submitted by unsuccessful bidders shall be promptly returned. The Bonds shall bear interest at the rates set forth on the Proposal.

Section 2. Terms of the Bonds. The Bonds shall be designated "General Obligation Water System Bonds, Series 2018A"; shall be issued in the aggregate principal amount of \$1,445,000; shall be dated November 1, 2018; shall be in the denomination of \$5,000 or any integral multiple thereof; shall be numbered R-1 and upward; and shall bear interest at the rates per annum and mature on September 1 of each year, in the years and principal amounts as set forth on the Pricing Summary attached hereto as Exhibit D-1 and incorporated herein by this reference. Interest shall be payable semi-annually on March 1 and September 1 of each year commencing on March 1, 2019. Interest shall be computed upon the basis of a 360-day year of twelve 30-day months and will be rounded pursuant to the rules of the Municipal Securities Rulemaking Board. The schedule of principal and interest payments due on the Bonds is set forth on the Debt Service Schedule attached hereto as Exhibit D-2 and incorporated herein by this reference (the "Schedule").

Section 3. Redemption Provisions. The Bonds maturing on September 1, 2027 and thereafter are subject to redemption prior to maturity, at the option of the City, on September 1,

2026 or on any date thereafter. Said Bonds are redeemable as a whole or in part, and if in part, from maturities selected by the City, and within each maturity by lot, at the principal amount thereof, plus accrued interest to the date of redemption. [If the Proposal specifies that any of the Bonds are subject to mandatory redemption, the terms of such mandatory redemption shall be set forth on an attachment hereto as Exhibit MRP and incorporated herein by this reference. Upon the optional redemption of any of the Bonds subject to mandatory redemption, the principal amount of such Bonds so redeemed shall be credited against the mandatory redemption payments established in Exhibit MRP for such Bonds in such manner as the City shall direct.]

Section 4. Form of the Bonds. The Bonds shall be issued in registered form and shall be executed and delivered in substantially the form attached hereto as Exhibit E and incorporated herein by this reference.

Section 5. Tax Provisions.

(A) Direct Annual Irrepealable Tax Levy. For the purpose of paying the principal of and interest on the Bonds as the same becomes due, the full faith, credit and resources of the City are hereby irrevocably pledged, and there is hereby levied upon all of the taxable property of the City a direct annual irrepealable tax in the years 2018 through 2037 for payments due in the years 2019 through 2038 in the amounts set forth on the Schedule.

(B) Tax Collection. So long as any part of the principal of or interest on the Bonds remains unpaid, the City shall be and continue without power to repeal such levy or obstruct the collection of said tax until all such payments have been made or provided for. After the issuance of the Bonds, said tax shall be, from year to year, carried onto the tax roll of the City and collected in addition to all other taxes and in the same manner and at the same time as other taxes of the City for said years are collected, except that the amount of tax carried onto the tax roll may be reduced in any year by the amount of any surplus money in the Debt Service Fund Account created below.

(C) Additional Funds. If at any time there shall be on hand insufficient funds from the aforesaid tax levy to meet principal and/or interest payments on said Bonds when due, the requisite amounts shall be paid from other funds of the City then available, which sums shall be replaced upon the collection of the taxes herein levied.

Section 6. Segregated Debt Service Fund Account.

(A) Creation and Deposits. There be and there hereby is established in the treasury of the City, if one has not already been created, a debt service fund, separate and distinct from every other fund, which shall be maintained in accordance with generally accepted accounting principles. Debt service or sinking funds established for obligations previously issued by the City may be considered as separate and distinct accounts within the debt service fund.

Within the debt service fund, there hereby is established a separate and distinct account designated as the "Debt Service Fund Account for General Obligation Water System Bonds,

Series 2018A" (the "Debt Service Fund Account") and such account shall be maintained until the indebtedness evidenced by the Bonds is fully paid or otherwise extinguished. There shall be deposited into the Debt Service Fund Account (i) all accrued interest received by the City at the time of delivery of and payment for the Bonds; (ii) any premium which may be received by the City above the par value of the Bonds and accrued interest thereon; (iii) all money raised by the taxes herein levied and any amounts appropriated for the specific purpose of meeting principal of and interest on the Bonds when due; (iv) such other sums as may be necessary at any time to pay principal of and interest on the Bonds when due; (v) surplus monies in the Borrowed Money Fund as specified below; and (vi) such further deposits as may be required by Section 67.11, Wisconsin Statutes.

(B) Use and Investment. No money shall be withdrawn from the Debt Service Fund Account and appropriated for any purpose other than the payment of principal of and interest on the Bonds until all such principal and interest has been paid in full and the Bonds canceled; provided (i) the funds to provide for each payment of principal of and interest on the Bonds prior to the scheduled receipt of taxes from the next succeeding tax collection may be invested in direct obligations of the United States of America maturing in time to make such payments when they are due or in other investments permitted by law; and (ii) any funds over and above the amount of such principal and interest payments on the Bonds may be used to reduce the next succeeding tax levy, or may, at the option of the City, be invested by purchasing the Bonds as permitted by and subject to Section 67.11(2)(a), Wisconsin Statutes, or in permitted municipal investments under the pertinent provisions of the Wisconsin Statutes ("Permitted Investments"), which investments shall continue to be a part of the Debt Service Fund Account. Any investment of the Debt Service Fund Account shall at all times conform with the provisions of the Internal Revenue Code of 1986, as amended (the "Code") and any applicable Treasury Regulations (the "Regulations").

(C) Remaining Monies. When all of the Bonds have been paid in full and canceled, and all Permitted Investments disposed of, any money remaining in the Debt Service Fund Account shall be transferred and deposited in the general fund of the City, unless the Common Council directs otherwise.

Section 7. Proceeds of the Bonds; Segregated Borrowed Money Fund. The proceeds of the Bonds (the "Bond Proceeds") (other than any premium and accrued interest which must be paid at the time of the delivery of the Bonds into the Debt Service Fund Account created above) shall be deposited into a special fund separate and distinct from all other funds of the City and disbursed solely for the purpose or purposes for which borrowed or for the payment of the principal of and the interest on the Bonds. Monies in the Borrowed Money Fund may be temporarily invested in Permitted Investments. Any monies, including any income from Permitted Investments, remaining in the Borrowed Money Fund after the purpose or purposes for which the Bonds have been issued have been accomplished, and, at any time, any monies as are not needed and which obviously thereafter cannot be needed for such purpose(s) shall be deposited in the Debt Service Fund Account.

Section 8. No Arbitrage. All investments made pursuant to this Resolution shall be Permitted Investments, but no such investment shall be made in such a manner as would cause the Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Code or the

Regulations and an officer of the City, charged with the responsibility for issuing the Bonds, shall certify as to facts, estimates, circumstances and reasonable expectations in existence on the date of delivery of the Bonds to the Purchaser which will permit the conclusion that the Bonds are not "arbitrage bonds," within the meaning of the Code or Regulations.

Section 9. Compliance with Federal Tax Laws. (a) The City represents and covenants that the projects financed by the Bonds and the ownership, management and use of the projects will not cause the Bonds to be "private activity bonds" within the meaning of Section 141 of the Code. The City further covenants that it shall comply with the provisions of the Code to the extent necessary to maintain the tax-exempt status of the interest on the Bonds including, if applicable, the rebate requirements of Section 148(f) of the Code. The City further covenants that it will not take any action, omit to take any action or permit the taking or omission of any action within its control (including, without limitation, making or permitting any use of the proceeds of the Bonds) if taking, permitting or omitting to take such action would cause any of the Bonds to be an arbitrage bond or a private activity bond within the meaning of the Code or would otherwise cause interest on the Bonds to be included in the gross income of the recipients thereof for federal income tax purposes. The City Clerk or other officer of the City charged with the responsibility of issuing the Bonds shall provide an appropriate certificate of the City certifying that the City can and covenanting that it will comply with the provisions of the Code and Regulations.

(b) The City also covenants to use its best efforts to meet the requirements and restrictions of any different or additional federal legislation which may be made applicable to the Bonds provided that in meeting such requirements the City will do so only to the extent consistent with the proceedings authorizing the Bonds and the laws of the State of Wisconsin and to the extent that there is a reasonable period of time in which to comply.

Section 10. Designation as Qualified Tax-Exempt Obligations. The Bonds are hereby designated as "qualified tax-exempt obligations" for purposes of Section 265 of the Code, relating to the ability of financial institutions to deduct from income for federal income tax purposes, interest expense that is allocable to carrying and acquiring tax-exempt obligations.

Section 11. Execution of the Bonds; Closing; Professional Services. The Bonds shall be issued in printed form, executed on behalf of the City by the manual or facsimile signatures of the Mayor and City Clerk, authenticated, if required, by the Fiscal Agent (defined below), sealed with its official or corporate seal, if any, or a facsimile thereof, and delivered to the Purchaser upon payment to the City of the purchase price thereof, plus accrued interest to the date of delivery (the "Closing"). The facsimile signature of either of the officers executing the Bonds may be imprinted on the Bonds in lieu of the manual signature of the officer but, unless the City has contracted with a fiscal agent to authenticate the Bonds, at least one of the signatures appearing on each Bond shall be a manual signature. In the event that either of the officers whose signatures appear on the Bonds shall cease to be such officers before the Closing, such signatures shall, nevertheless, be valid and sufficient for all purposes to the same extent as if they had remained in office until the Closing. The aforesaid officers are hereby authorized and directed to do all acts and execute and deliver the Bonds and all such documents, certificates and acknowledgements as may be necessary and convenient to effectuate the Closing. The City hereby authorizes the officers and agents of the City to enter into, on its behalf, agreements and

contracts in conjunction with the Bonds, including but not limited to agreements and contracts for legal, trust, fiscal agency, disclosure and continuing disclosure, and rebate calculation services. Any such contract heretofore entered into in conjunction with the issuance of the Bonds is hereby ratified and approved in all respects.

Section 12. Payment of the Bonds; Fiscal Agent. The principal of and interest on the Bonds shall be paid by [_____, _____, _____, which is hereby appointed as the City's registrar and fiscal agent pursuant to the provisions of Section 67.10(2), Wisconsin Statutes] [the City Clerk or City Treasurer] (the "Fiscal Agent"). [The City hereby authorizes the Mayor and City Clerk or other appropriate officers of the City to enter a Fiscal Agency Agreement between the City and the Fiscal Agent. Such contract may provide, among other things, for the performance by the Fiscal Agent of the functions listed in Wis. Stats. Sec. 67.10(2)(a) to (j), where applicable, with respect to the Bonds].

Section 13. Persons Treated as Owners; Transfer of Bonds. The City shall cause books for the registration and for the transfer of the Bonds to be kept by the Fiscal Agent. The person in whose name any Bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes and payment of either principal or interest on any Bond shall be made only to the registered owner thereof. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

Any Bond may be transferred by the registered owner thereof by surrender of the Bond at the office of the Fiscal Agent, duly endorsed for the transfer or accompanied by an assignment duly executed by the registered owner or his attorney duly authorized in writing. Upon such transfer, the Mayor and City Clerk shall execute and deliver in the name of the transferee or transferees a new Bond or Bonds of a like aggregate principal amount, series and maturity and the Fiscal Agent shall record the name of each transferee in the registration book. No registration shall be made to bearer. The Fiscal Agent shall cancel any Bond surrendered for transfer.

The City shall cooperate in any such transfer, and the Mayor and City Clerk are authorized to execute any new Bond or Bonds necessary to effect any such transfer.

Section 14. Record Date. The 15th day of the calendar month next preceding each interest payment date shall be the record date for the Bonds (the "Record Date"). Payment of interest on the Bonds on any interest payment date shall be made to the registered owners of the Bonds as they appear on the registration book of the City at the close of business on the Record Date.

Section 15. Utilization of The Depository Trust Company Book-Entry-Only System. In order to make the Bonds eligible for the services provided by The Depository Trust Company, New York, New York ("DTC"), the City agrees to the applicable provisions set forth in the Blanket Issuer Letter of Representations, which the City Clerk or other authorized representative of the City is authorized and directed to execute and deliver to DTC on behalf of the City to the

extent an effective Blanket Issuer Letter of Representations is not presently on file in the City Clerk's office.

Section 16. Payment of Issuance Expenses. The City authorizes the Purchaser to forward the amount of the proceeds of the Bonds allocable to the payment of issuance expenses to KleinBank, Chaska, Minnesota at Closing for further distribution as directed by Ehlers.

Section 17. Official Statement. The Common Council hereby approves the Preliminary Official Statement with respect to the Bonds and deems the Preliminary Official Statement as "final" as of its date for purposes of SEC Rule 15c2-12 promulgated by the Securities and Exchange Commission pursuant to the Securities and Exchange Act of 1934 (the "Rule"). All actions taken by officers of the City in connection with the preparation of such Preliminary Official Statement and any addenda to it or final Official Statement are hereby ratified and approved. In connection with the Closing, the appropriate City official shall certify the Preliminary Official Statement and any addenda or final Official Statement. The City Clerk shall cause copies of the Preliminary Official Statement and any addenda or final Official Statement to be distributed to the Purchaser.

Section 18. Undertaking to Provide Continuing Disclosure. The City hereby covenants and agrees, for the benefit of the owners of the Bonds, to enter into a written undertaking (the "Undertaking") if required by the Rule to provide continuing disclosure of certain financial information and operating data and timely notices of the occurrence of certain events in accordance with the Rule. The Undertaking shall be enforceable by the owners of the Bonds or by the Purchaser on behalf of such owners (provided that the rights of the owners and the Purchaser to enforce the Undertaking shall be limited to a right to obtain specific performance of the obligations thereunder and any failure by the City to comply with the provisions of the Undertaking shall not be an event of default with respect to the Bonds).

To the extent required under the Rule, the Mayor and City Clerk, or other officer of the City charged with the responsibility for issuing the Bonds, shall provide a Continuing Disclosure Certificate for inclusion in the transcript of proceedings, setting forth the details and terms of the City's Undertaking.

Section 19. Record Book. The City Clerk shall provide and keep the transcript of proceedings as a separate record book (the "Record Book") and shall record a full and correct statement of every step or proceeding had or taken in the course of authorizing and issuing the Bonds in the Record Book.

Section 20. Bond Insurance. If the Purchaser determines to obtain municipal bond insurance with respect to the Bonds, the officers of the City are authorized to take all actions necessary to obtain such municipal bond insurance. The Mayor and City Clerk are authorized to agree to such additional provisions as the bond insurer may reasonably request and which are acceptable to the Mayor and City Clerk including provisions regarding restrictions on investment of Bond proceeds, the payment procedure under the municipal bond insurance policy, the rights of the bond insurer in the event of default and payment of the Bonds by the bond insurer and notices to be given to the bond insurer. In addition, any reference required by the bond insurer to the municipal bond insurance policy shall be made in the form of Bond provided herein.

Section 21. Conflicting Resolutions; Severability; Effective Date. All prior resolutions, rules or other actions of the Common Council or any parts thereof in conflict with the provisions hereof shall be, and the same are, hereby rescinded insofar as the same may so conflict. In the event that any one or more provisions hereof shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions hereof. The foregoing shall take effect immediately upon adoption and approval in the manner provided by law.

Adopted, approved and recorded October 15, 2018.

Steve Bierce
Mayor

ATTEST:

Kelly M. Tarczewski
City Clerk

(SEAL)

EXHIBIT A

Notice of Sale

To be provided by Ehlers & Associates, Inc. and incorporated into the Resolution.

(See Attached)

DRAFT

EXHIBIT B

Bid Tabulation

To be provided by Ehlers & Associates, Inc. and incorporated into the Resolution.

(See Attached)

DRAFT

EXHIBIT C

Winning Bid

To be provided by Ehlers & Associates, Inc. and incorporated into the Resolution.

(See Attached)

DRAFT

EXHIBIT D-1

Pricing Summary

To be provided by Ehlers & Associates, Inc. and incorporated into the Resolution.

(See Attached)

DRAFT

EXHIBIT D-2

Debt Service Schedule and Irrepealable Tax Levies

To be provided by Ehlers & Associates, Inc. and incorporated into the Resolution.

(See Attached)

DRAFT

[EXHIBIT MRP

Mandatory Redemption Provision

The Bonds due on September 1, ____, ____ and ____ (the "Term Bonds") are subject to mandatory redemption prior to maturity by lot (as selected by the Depository) at a redemption price equal to One Hundred Percent (100%) of the principal amount to be redeemed plus accrued interest to the date of redemption, from debt service fund deposits which are required to be made in amounts sufficient to redeem on September 1 of each year the respective amount of Term Bonds specified below:

For the Term Bonds Maturing on September 1, ____

<u>Redemption Date</u>	<u>Amount</u>
____	\$ ____
____	____
____	____ (maturity)

For the Term Bonds Maturing on September 1, ____

<u>Redemption Date</u>	<u>Amount</u>
____	\$ ____
____	____
____	____ (maturity)

For the Term Bonds Maturing on September 1, ____

<u>Redemption Date</u>	<u>Amount</u>
____	\$ ____
____	____
____	____ (maturity)

For the Term Bonds Maturing on September 1, ____

<u>Redemption Date</u>	<u>Amount</u>
____	\$ ____
____	____
____	____ (maturity)]

EXHIBIT E

(Form of Bond)

REGISTERED UNITED STATES OF AMERICA DOLLARS
STATE OF WISCONSIN
WAUKESHA COUNTY
CITY OF PEWAUKEE
NO. R-____ \$_____
GENERAL OBLIGATION WATER SYSTEM BOND, SERIES 2018A

MATURITY DATE: ORIGINAL DATE OF ISSUE: INTEREST RATE: CUSIP:
September 1, _____ November 1, 2018 _____% _____

DEPOSITORY OR ITS NOMINEE NAME: CEDE & CO.

PRINCIPAL AMOUNT: _____ THOUSAND DOLLARS
(\$ _____)

FOR VALUE RECEIVED, the City of Pewaukee, Waukesha County, Wisconsin (the "City"), hereby acknowledges itself to owe and promises to pay to the Depository or its Nominee Name (the "Depository") identified above (or to registered assigns), on the maturity date identified above, the principal amount identified above, and to pay interest thereon at the rate of interest per annum identified above, all subject to the provisions set forth herein regarding redemption prior to maturity. Interest shall be payable semi-annually on March 1 and September 1 of each year commencing on March 1, 2019 until the aforesaid principal amount is paid in full. Both the principal of and interest on this Bond are payable to the registered owner in lawful money of the United States. Interest payable on any interest payment date shall be paid by wire transfer to the Depository in whose name this Bond is registered on the Bond Register maintained by [_____, _____, _____] OR [the City Clerk or City Treasurer] (the "Fiscal Agent") or any successor thereto at the close of business on the 15th day of the calendar month next preceding each interest payment date (the "Record Date"). This Bond is payable as to principal upon presentation and surrender hereof at the office of the Fiscal Agent.

For the prompt payment of this Bond together with interest hereon as aforesaid and for the levy of taxes sufficient for that purpose, the full faith, credit and resources of the City are hereby irrevocably pledged.

This Bond is one of an issue of Bonds aggregating the principal amount of \$1,445,000, all of which are of like tenor, except as to denomination, interest rate, maturity date and redemption provision, issued by the City pursuant to the provisions of Section 67.04, Wisconsin Statutes, for the public purpose of financing water system improvements, as authorized by

resolutions adopted on September 10, 2018 and October 15, 2018 (collectively, the "Resolutions"). Said Resolutions are recorded in the official minutes of the Common Council for said dates.

The Bonds maturing on September 1, 2027 and thereafter are subject to redemption prior to maturity, at the option of the City, on September 1, 2026 or on any date thereafter. Said Bonds are redeemable as a whole or in part, and if in part, from maturities selected by the City, and within each maturity by lot (as selected by the Depository), at the principal amount thereof, plus accrued interest to the date of redemption.

【The Bonds maturing in the years _____ are subject to mandatory redemption by lot as provided in the resolution awarding the Bonds, at the redemption price of par plus accrued interest to the date of redemption and without premium.】

In the event the Bonds are redeemed prior to maturity, as long as the Bonds are in book-entry-only form, official notice of the redemption will be given by mailing a notice by registered or certified mail, overnight express delivery, facsimile transmission, electronic transmission or in any other manner required by the Depository, to the Depository not less than thirty (30) days nor more than sixty (60) days prior to the redemption date. If less than all of the Bonds of a maturity are to be called for redemption, the Bonds of such maturity to be redeemed will be selected by lot. Such notice will include but not be limited to the following: the designation, date and maturities of the Bonds called for redemption, CUSIP numbers, and the date of redemption. Any notice provided as described herein shall be conclusively presumed to have been duly given, whether or not the registered owner receives the notice. The Bonds shall cease to bear interest on the specified redemption date provided that federal or other immediately available funds sufficient for such redemption are on deposit at the office of the Depository at that time. Upon such deposit of funds for redemption the Bonds shall no longer be deemed to be outstanding.

It is hereby certified and recited that all conditions, things and acts required by law to exist or to be done prior to and in connection with the issuance of this Bond have been done, have existed and have been performed in due form and time; that the aggregate indebtedness of the City, including this Bond and others issued simultaneously herewith, does not exceed any limitation imposed by law or the Constitution of the State of Wisconsin; and that a direct annual irrepealable tax has been levied sufficient to pay this Bond, together with the interest thereon, when and as payable.

This Bond has been designated by the Common Council as a "qualified tax-exempt obligation" pursuant to the provisions of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

This Bond is transferable only upon the books of the City kept for that purpose at the office of the Fiscal Agent, only in the event that the Depository does not continue to act as depository for the Bonds, and the City appoints another depository, upon surrender of the Bond

to the Fiscal Agent, by the registered owner in person or his duly authorized attorney, together with a written instrument of transfer (which may be endorsed hereon) satisfactory to the Fiscal Agent duly executed by the registered owner or his duly authorized attorney. Thereupon a new fully registered Bond in the same aggregate principal amount shall be issued to the new depository in exchange therefor and upon the payment of a charge sufficient to reimburse the City for any tax, fee or other governmental charge required to be paid with respect to such registration. The Fiscal Agent shall not be obliged to make any transfer of the Bonds (i) after the Record Date, (ii) during the fifteen (15) calendar days preceding the date of any publication of notice of any proposed redemption of the Bonds, or (iii) with respect to any particular Bond, after such Bond has been called for redemption. The Fiscal Agent and City may treat and consider the Depository in whose name this Bond is registered as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes whatsoever. The Bonds are issuable solely as negotiable, fully-registered Bonds without coupons in the denomination of \$5,000 or any integral multiple thereof.

【This Bond shall not be valid or obligatory for any purpose until the Certificate of Authentication hereon shall have been signed by the Fiscal Agent.】

No delay or omission on the part of the owner hereof to exercise any right hereunder shall impair such right or be considered as a waiver thereof or as a waiver of or acquiescence in any default hereunder.

IN WITNESS WHEREOF, the City of Pewaukee, Waukesha County, Wisconsin, by its governing body, has caused this Bond to be executed for it and in its name by the manual or facsimile signatures of its duly qualified Mayor and City Clerk; and to be sealed with its official or corporate seal, if any, all as of the original date of issue specified above.

CITY OF PEWAUKEE
WAUKESHA COUNTY, WISCONSIN

By: _____
Steve Bierce
Mayor

(SEAL)

By: _____
Kelly M. Tarczewski
City Clerk

[Date of Authentication: _____, _____]

CERTIFICATE OF AUTHENTICATION

This Bond is one of the Bonds of the issue authorized by the within-mentioned resolutions of the City of Pewaukee, Waukesha County, Wisconsin.

_____, _____

By _____
Authorized Signatory]

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto

(Name and Address of Assignee)

(Social Security or other Identifying Number of Assignee)

the within Bond and all rights thereunder and hereby irrevocably constitutes and appoints _____, Legal Representative, to transfer said Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

(e.g. Bank, Trust Company
or Securities Firm)

(Depository or Nominee Name)

NOTICE: This signature must correspond with the name of the Depository or Nominee Name as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever.

(Authorized Officer)

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

DATE: October 15, 2018

DEPARTMENT: Clerk/Treasurer

PROVIDED BY:

SUBJECT:

Discussion and Possible Action to Extend the Original Offer to Purchase Agreement with the Bell Tower Memorial Inc. from Five (5) Years to Ten (10) Years as it Relates to the Development on the Land Located on the Busse Road Adjacent to the Pilgrim's Rest Cemetery [Mayor Bierce]

BACKGROUND:

FINANCIAL IMPACT:

RECOMMENDED MOTION:

ATTACHMENTS:

Description

Original Offer to Purchase Agreement

WB-13 VACANT LAND OFFER TO PURCHASE

1 LICENSEE DRAFTING THIS OFFER ON _____ [DATE] IS (AGENT OF BUYER)
2 (~~AGENT OF SELLER/LISTING BROKER~~) (AGENT OF BUYER AND SELLER) ~~STRIKE THOSE NOT APPLICABLE~~
3 **GENERAL PROVISIONS** The Buyer, Bell Tower Memorial, Inc.
4 _____, offers to purchase the Property
5 known as [Street Address] Parcel 1 Cert Surv 3854 Vol 29/429 (see attached survey map and legal
6 in the City of Pewaukee, County of Waukesha, Wisconsin (Insert desc)
7 additional description, if any, at lines 458-464 or 526-534 or attach as an addendum per line 525), on the following terms:
8 ■ PURCHASE PRICE: One
9 _____ Dollars (\$ 1.00).
10 ■ EARNEST MONEY of \$ _____ accompanies this Offer and earnest money of \$ _____
11 will be mailed, or commercially or personally delivered within N/A days of acceptance to listing broker or
12 _____.
13 ■ THE BALANCE OF PURCHASE PRICE will be paid in cash or equivalent at closing unless otherwise provided below.
14 ■ INCLUDED IN PURCHASE PRICE: Seller is including in the purchase price the Property, all Fixtures on the Property on the
15 date of this Offer not excluded at lines 18-19, and the following additional items: _____
16 _____
17 _____
18 ■ NOT INCLUDED IN PURCHASE PRICE: _____
19 _____
20 CAUTION: Identify Fixtures that are on the Property (see lines 290-294) to be excluded by Seller or which are rented
21 and will continue to be owned by the lessor.
22 NOTE: The terms of this Offer, not the listing contract or marketing materials, determine what items are
23 included/excluded. Annual crops are not part of the purchase price unless otherwise agreed.
24 ■ ZONING: Seller represents that the Property is zoned: T-1 Urban Inst. District
25 **ACCEPTANCE** Acceptance occurs when all Buyers and Sellers have signed one copy of the Offer, or separate but identical
26 copies of the Offer.
27 CAUTION: Deadlines in the Offer are commonly calculated from acceptance. Consider whether short term deadlines
28 running from acceptance provide adequate time for both binding acceptance and performance.
29 **BINDING ACCEPTANCE** This Offer is binding upon both Parties only if a copy of the accepted Offer is delivered to Buyer on
30 or before February 4, 2014. Seller may keep the Property on the
31 market and accept secondary offers after binding acceptance of this Offer.
32 CAUTION: This Offer may be withdrawn prior to delivery of the accepted Offer.
33 **OPTIONAL PROVISIONS** TERMS OF THIS OFFER THAT ARE PRECEDED BY AN OPEN BOX (☐) ARE PART OF THIS
34 OFFER ONLY IF THE BOX IS MARKED SUCH AS WITH AN "X." THEY ARE NOT PART OF THIS OFFER IF MARKED "N/A"
35 OR ARE LEFT BLANK.
36 **DELIVERY OF DOCUMENTS AND WRITTEN NOTICES** Unless otherwise stated in this Offer, delivery of documents and
37 written notices to a Party shall be effective only when accomplished by one of the methods specified at lines 38-56.
38 (1) **Personal Delivery**: giving the document or written notice personally to the Party, or the Party's recipient for delivery if
39 named at line 40 or 41.
40 Seller's recipient for delivery (optional): Scott Klein
41 Buyer's recipient for delivery (optional): Jean Miller
42 ☐ (2) **Fax**: fax transmission of the document or written notice to the following telephone number:
43 Seller: () Buyer: ()
44 ☐ (3) **Commercial Delivery**: depositing the document or written notice fees prepaid or charged to an account with a
45 commercial delivery service, addressed either to the Party, or to the Party's recipient for delivery if named at line 40 or 41, for
46 delivery to the Party's delivery address at line 49 or 50.
47 ☒ (4) **U.S. Mail**: depositing the document or written notice postage prepaid in the U.S. Mail, addressed either to the Party,
48 or to the Party's recipient for delivery if named at line 40 or 41, for delivery to the Party's delivery address at line 49 or 50.
49 Delivery address for Seller: W240 N3065 Pewaukee Road, Pewaukee, WI 53072
50 Delivery address for Buyer: 474 West Wisconsin Avenue, Pewaukee, WI 53072
51 ☐ (5) **E-Mail**: electronically transmitting the document or written notice to the Party's e-mail address, if given below at line
52 55 or 56. If this is a consumer transaction where the property being purchased or the sale proceeds are used primarily for
53 personal, family or household purposes, each consumer providing an e-mail address below has first consented electronically
54 to the use of electronic documents, e-mail delivery and electronic signatures in the transaction, as required by federal law.
55 E-Mail address for Seller (optional): _____
56 E-Mail address for Buyer (optional): _____
57 **PERSONAL DELIVERY/ACTUAL RECEIPT** Personal delivery to, or Actual Receipt by, any named Buyer or Seller
58 constitutes personal delivery to, or Actual Receipt by, all Buyers or Sellers.

503 ☐ **INSPECTION CONTINGENCY:** This contingency only authorizes inspections, not testing (see lines 488-502). This Offer
504 is contingent upon a qualified independent inspector(s) conducting an inspection(s), of the Property which discloses no
505 Defects. This Offer is further contingent upon a qualified independent inspector or independent qualified third party performing
506 an inspection of _____

507 (list any Property feature(s) to be separately inspected, e.g., dumpsite, etc.) which discloses no Defects. Buyer shall order the
508 inspection(s) and be responsible for all costs of inspection(s). Buyer may have follow-up inspections recommended in a
509 written report resulting from an authorized inspection performed provided they occur prior to the deadline specified at line 513.
510 Inspection(s) shall be performed by a qualified independent inspector or independent qualified third party.

511 **CAUTION: Buyer should provide sufficient time for the primary inspection and/or any specialized inspection(s), as
512 well as any follow-up inspection(s).**

513 This contingency shall be deemed satisfied unless Buyer, within _____ days of acceptance, delivers to Seller a copy of the written
514 inspection report(s) and a written notice listing the Defect(s) identified in those report(s) to which Buyer objects (Notice of Defects).

515 **CAUTION: A proposed amendment is not a Notice of Defects and will not satisfy this notice requirement.**

516 For the purposes of this contingency, Defects (see lines 287-289) do not include conditions the nature and extent of which the
517 Buyer had actual knowledge or written notice before signing this Offer.

518 **RIGHT TO CURE:** Seller (shall)(shall not) STRIKE ONE ("shall" if neither is stricken) have a right to cure the Defects. If
519 Seller has the right to cure, Seller may satisfy this contingency by: (1) delivering written notice to Buyer within 10 days of
520 Buyer's delivery of the Notice of Defects stating Seller's election to cure Defects; (2) curing the Defects in a good and
521 workmanlike manner; and (3) delivering to Buyer a written report detailing the work done within 3 days prior to closing. This
522 Offer shall be null and void if Buyer makes timely delivery of the Notice of Defects and written inspection report(s) and: (1)
523 Seller does not have a right to cure or (2) Seller has a right to cure but: (a) Seller delivers written notice that Seller will not cure
524 or (b) Seller does not timely deliver the written notice of election to cure.

525 ☒ **ADDENDA:** The attached Certified Survey Map No. 3854/legal desc. is/are made part of this Offer.

526 **ADDITIONAL PROVISIONS/CONTINGENCIES** See Addendum A

527 _____
528 _____
529 _____
530 _____
531 _____
532 _____
533 _____
534 _____

535 This Offer was drafted by [Licensee and Firm] Crivello Carlson, S.C., by Attorney George S. Peek
536 _____ on January 28, 2014

537 (x) Bell Tower Memorial, Inc. by Jean Miller

538 Buyer's Signature ▲ Print Name Here▶

Date ▲

539 (x) Jean Miller Jean Miller

540 Buyer's Signature ▲ Print Name Here▶

Date ▲

541 **EARNEST MONEY RECEIPT** Broker acknowledges receipt of earnest money as per line 10 of the above Offer.

542 _____ Broker (by)

543 **SELLER ACCEPTS THIS OFFER. THE WARRANTIES, REPRESENTATIONS AND COVENANTS MADE IN THIS OFFER
544 SURVIVE CLOSING AND THE CONVEYANCE OF THE PROPERTY. SELLER AGREES TO CONVEY THE PROPERTY ON
545 THE TERMS AND CONDITIONS AS SET FORTH HEREIN AND ACKNOWLEDGES RECEIPT OF A COPY OF THIS OFFER.**

546 (x) City of Pewaukee by Scott Klein

547 Seller's Signature ▲ Print Name Here▶

Date ▲

548 (x) SAK

549 Seller's Signature ▲ Print Name Here▶

Date ▲

550 This Offer was presented to Seller by [Licensee and Firm] _____

551 _____ on _____ at _____ a.m./p.m.

552 This Offer is rejected _____ This Offer is countered [See attached counter] _____

553 Seller Initials ▲ Date ▲

Seller Initials ▲ Date ▲

ADDENDUM A

Buyer, Bell Tower Memorial, Inc., and Seller, City of Pewaukee, agree to the following additional provisions to this Offer to Purchase.

Access to Lot #1 – Seller, City of Pewaukee, hereby agrees to allow Bell Tower Memorial, Inc. access to Lot #1 in order to conduct its operations and maintain its property and improvements. Access will be granted through the Pilgrim's Rest Cemetery property via "Old" Busse Road.

Reversion of Property – Should Buyer, Bell Tower Memorial, Inc., at any time after its purchase of Parcel 1 Cert Surv 384 Vol 29/429 ("the Parcel") become insolvent or if a suit, action or proceeding shall be instituted by or against Bell Tower Memorial, Inc. to adjudicate it as a bankrupt or insolvent, or seeking composition, reorganization, arrangement, readjustment, liquidation, dissolution or similar relief under the Bankruptcy Code or other present or future statute, law, rule or regulation, then Bell Tower Memorial, Inc. agrees that it will agree to cooperate in the execution of a quit claim deed to convey the Parcel back to Seller, the City of Pewaukee. Further, in the event Buyer should fail to commence construction on the bell tower structure referred to in lines 306-08 of this Offer to Purchase within five (5) years from the acceptance of this Offer to Purchase; or, should Buyer fail to maintain or repair damage or disrepair of or to the bell tower structure referred to in lines 306-08 of this Offer to Purchase and/or any walk and landscaping attendant to the bell tower structure following reasonable notice of need for maintenance or repair from the City of Pewaukee, then Bell Tower Memorial, Inc. agrees that it will agree to cooperate in the execution of a quit claim deed to convey the Parcel back to Seller, the City of Pewaukee. In turn, and in either such event, the City of Pewaukee will agree to continue the use of the Parcel as a memorial site, maintaining all improvements on the Parcel. Buyer and Seller agree that subsequent to the sale of the Parcel each will cooperate in the execution of a Mutual Covenant to be recorded with the Register of Deeds for Waukesha County, Wisconsin incorporating these rights and obligations.

Following the Purchase that is the subject of this offer, Buyer will, at its expense obtain from a qualified soils expert written evidence that the property is free from any subsoil condition which would make the proposed use described at lines 306-308 impossible or significantly increase the cost of such development. In the event that a qualified soil expert determines that the property is not free from such a soil condition, the Property will revert to Seller, City of Pewaukee.

Maintenance of Property – Seller, City of Pewaukee, hereby agrees to maintain the property, including grass and snow removal. Buyer, Bell Tower Memorial, Inc., agrees to be responsible for the maintenance and upkeep of the bell tower structure referred to in

lines 306-08 of this Offer to Purchase and any walk and landscaping attendant to the bell tower structure.

Use of Property - Seller, City of Pewaukee, and Buyer, Bell Tower Memorial, Inc. agree that the Property shall be open to the general public, including visitors to the Pilgrim Rest Cemetery, except that the bell tower structure itself, referred to in lines 306-08 of this Offer to Purchase, shall only be open to the general public during normal hours of operation and when staffed.

Restraint on Alienation – Seller, City of Pewaukee, and Buyer, Bell Tower Memorial, Inc. agree that the Property will be put to the use described in lines 306-308 of this Offer to Purchase. Subsequent to the purchase Buyer agrees to use the Property for this purpose and not to sell the Property to any third-party unless such sale is approved in writing by Seller, the City of Pewaukee.

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

DATE: October 15, 2018

DEPARTMENT: PRCS - Planning

PROVIDED BY:

SUBJECT:

Discussion and Possible Action to Approve the Payne & Dolan, Inc. Holding Tank Agreement for the Property Located at N5 W23000 Bluemound Road (PWC 0962-995-008) [Fuchs]

BACKGROUND:

FINANCIAL IMPACT:

RECOMMENDED MOTION:

ATTACHMENTS:

Description

Payne & Dolan Holding Tank Agreement

HOLDING TANK AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of October, 2018, by and between the City of Pewaukee and Payne & Dolan, Inc., a corporation with a mailing address of N3 W23650 Badinger Road, Waukesha, WI 53187, hereinafter the "Owner".

We hereby acknowledge that application is being made for the installation of (a) holding tank(s) as a private wastewater treatment system on the following described property:

LOT 1 CERT SURV 11653 VOL 116/309 REC AS DOC# 4317698
REDIVISION OF PART OF LOTS 1-2 CERT SURV 9277 & PT
NW1/4 SEC 25 & NE1/4 SEC 26 & SE1/4 SEC 26 T7N R19E ::
DOC# 3845535 & DOC# 3841256 & DOC# 3961287 & DOC#
3772011 & DOC# 3755252

Recording Area

Name and Return Address:

City of Pewaukee
W240 N3065 Pewaukee Road
Pewaukee, WI 53072

Tax Identification Number:

PWC 0962995008

or that continued use of the existing premises requires that a holding tank be installed on the property for the purpose of proper containment of sewage. We also acknowledge that said property cannot now be served by a municipal sewer or any other type of private onsite wastewater treatment system as permitted under Ch. SPS 383, Wis. Adm. Code, or Ch. 145, Stats., and that the property does not contain an area of soil suitable for any other type of private onsite wastewater treatment system as permitted by Ch. SPS 383, Wis. Adm. Code.

Therefore, as an inducement to the County of Waukesha to issue a sanitary permit for the above-described property, we agree to do the following:

1. Owner agrees to conform to all applicable requirements of Ch. SPS 383, Wis. Adm. Code, relating to holding tanks. If the Owner fails to have the holding tank properly serviced in response to orders issued by the City of Pewaukee and/or Waukesha County and/or State of Wisconsin to prevent or abate a human health hazard as described in Section 254.59, Stats., the City of Pewaukee may enter upon the property and service the tank or cause to have the tank serviced and charge the Owner by placing the charges on the tax bill as a special charge for current services rendered. The charges shall be assessed as prescribed by Section 66.0627, Stats.
2. The Owner agrees, pursuant to Section SPS 383.54, Wis. Adm. Code, to have a water meter installed in a new building or new structure. The water meter shall be installed by a plumber authorized by the State to conduct such installations, with said installation complying with State regulations and manufacturer's specifications. The Owner agrees to be financially responsible for the purchase, installation, maintenance, and repair of the water meter, and agrees to allow the City of Pewaukee and/or Waukesha County to enter the above-described property on a regular basis to read and/or inspect the water meter.
3. Owner agrees to pay all charges and costs incurred by the City of Pewaukee for inspection, pumping, hauling, or otherwise servicing and maintaining the holding tank in such a manner as to prevent or abate any nuisance or human health hazard caused by the holding tank. The City of Pewaukee shall notify the Owner of any costs which shall be paid by the Owner within thirty (30) from the date of the notice. In the event the Owner does not pay the costs within thirty (30) days, the Owner specifically agrees that all the costs and charges may be placed on the tax roll as a special charge for the abatement of a nuisance or any human health hazard, and the tax shall be collected as provided by law.

4. The Owner, except as provided by Section 281.48(3)(d), Stats., agrees to contract with a person who is licensed under Ch. NR 113, Wis. Adm. Code, to have the holding tank serviced and to file a copy of the contract or the Owner's registration with the City of Pewaukee and Waukesha County. The Owner further agrees to file a copy of any changes to the service contract, or a copy of a new service contract with the City of Pewaukee and Waukesha County within ten (10) business days from the date of change to the service contract.
5. The Owner agrees to contract with a person licensed under Ch. NR 113, Wis. Adm. Code, who shall submit to the City of Pewaukee and Waukesha County on a semiannual basis a report in accordance with Section SPS 383.55, Wis. Adm. Code, for the servicing of the holding tank. In the case of registration under Section 281.48(3)(d), Stats., the Owner shall submit the report to the City of Pewaukee and Waukesha County. The City of Pewaukee or Waukesha County may enter upon the property to investigate the condition of the holding tank when pumping reports and meter readings may indicate that the holding tank is not being properly maintained.
6. This agreement will remain in effect only until the City of Pewaukee and/or Waukesha County and/or State of Wisconsin certifies that the property is served by either a municipal sewer or a soil absorption system that complies with Ch. SPS 383, Wis. Adm. Code. In addition, this agreement may be canceled by executing and recording said certification with reference to this agreement in such manner which will permit the existence of the certification to be determined by reference to the property.
7. This agreement shall be binding upon the Owner, the heirs of the Owner, and assignees of the Owner. The City shall submit the agreement to the Waukesha County Register of Deeds for recording. The Owner shall pay the recording fee to the City when submitting the Agreement for the City's signatures. The City will not execute this Agreement until the recording fee has been paid.
8. Owner shall install at the expenses of the Owner and to the satisfaction of the City of Pewaukee Municipal Engineer and all other approval authorities having jurisdiction, a holding tank of adequate size for the collection of wastewater from the subject property, and shall file a sketch of the subject property involved showing the location of the proposed holding tank. Owner shall install any additional holding tanks required for future capacity if necessary, and the City of Pewaukee agrees to issue and assist Owner in securing all necessary approval and permits.
9. Owner agrees that in consideration for the execution of this Agreement, Owner shall conform to all of the rules and regulations, ordinances, and codes of the City of Pewaukee, County of Waukesha, State of Wisconsin, in the consideration and maintenance of the proposed holding tank and of any future holding tanks.
10. Owner agrees that the then-owner of the real property which has been legally described herein, shall pay the special assessment which may be made against such owners for their proper share of the cost of the connection of any sanitary sewer system constructed by or for the City of Pewaukee to the system, at such time as it may be determined by the City of Pewaukee to install and assess the cost thereof.
11. Owner agrees that at the time of installation of any sanitary sewer system, Owner shall not assess any claim as to lack of benefit by reason of the fact that they have been permitted to install a holding tank. Owner further agrees that Owner, Owner's successors and Owner's assigns will be precluded from asserting any defense in that respect to any charge made by the City of Pewaukee for the installation of said sanitary sewer system.
12. The Owner shall deposit with the City Clerk a cash bond in the sum of one thousand dollars (\$1,000.00). This bond shall guarantee the City of Pewaukee reimbursement or partial reimbursement for any expenses incurred by the City of Pewaukee in abating any nuisance which may occur as a result of the permission by this Agreement for the Owner to install a holding tank.

The cash bond shall be maintained at all times, and if the monies are expended, the Owner shall replenish the cash bond and maintain the same constantly at the amount set forth herein. Upon the installation availability and connection of the property involved to public sanitary sewerage facilities, the cash bond shall be returned to the Owner.

13. The City of Pewaukee Common Council has agreed that the Owner will be the responsible party to the State and further agrees to authorize the proper officials to sign an agreement with a private company engaged in and certified for the servicing of the holding tank.

Owner(s): Payne & Dolan, Inc.

City of Pewaukee:

Signature

Print: Brian Endres

Title: Vice President

Mayor Steve Bierce

Attest:

Signature

Print: _____

Title: _____

Kelly Tarczewski, Clerk

This instrument was drafted by:

H. Stanley Riffle, State Bar # 1012704

Arenz, Molter, Macy, Riffle & Larson, S.C.

P.O. Box 1348

Waukesha, WI 53187-1348

262-548-1340

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

DATE: October 15, 2018

DEPARTMENT: PRCS - Planning

PROVIDED BY:

SUBJECT:

Discussion and Possible Action Regarding **Ordinance 18-07** Rezoning the Property Located at W239 N4050 Swan Road (PWC 0871-996 & PWC 0871-999) From A-1 Agricultural to Rs-4 Single-Family Residential for the Purpose of Developing an 83-Lot Single-Family Residential Subdivision Known as Swan View Farms as Requested by BWC Investments LLC [Fuchs]

BACKGROUND:

FINANCIAL IMPACT:

RECOMMENDED MOTION:

ATTACHMENTS:

Description

Swan View Farms rezoning petition

Swan View Farms rezoning map

18.07 Swan View Farm Rezone

APPENDIX A-3

Page 3 of 4
(Amend #13-04)

PETITION
FOR A
- ZONING DISTRICT MAP AMENDMENT -

TO THE HONORABLE MAYOR AND COMMON COUNCIL
OF THE CITY OF PEWAUKEE, WAUKESHA COUNTY, WISCONSIN

The undersigned do(es) hereby petition the Common Council of the City of Pewaukee, Waukesha County, Wisconsin to rezone the following property FROM A-1 AGRICULTURAL zoning district(s) TO RS-4 SINGLE-FAMILY RESIDENTIAL zoning district(s):

Legal description of property to be rezoned:

* PLEASE REFER TO SEPARATE EXHIBIT *

- Please attach extra pages, CSM or other information if needed.

Common property description or name: SWAN FARM

Tax Key Number(s): PWC 0871996
PWC 0871999 Address: W239 N4050 SWAN ROAD

This amendment to the zoning map is being proposed in order to FACILITATE
DEVELOPMENT OF A SINGLE-FAMILY RESIDENTIAL SUBDIVISION

Property owners name: BWC INVESTMENTS LLC Address: N8 W22520 JOHNSON DRIVE, WAUKESHA, WI 53186

PETITIONER'S (property owner's) SIGNATURE: [Signature]

SIGNED AND DATED this 14 day of AUGUST, 2018

Contact Information:

Petitioner or representative phone no. (762) 547-0326 Fax no. (762) 542-4361

Email address: carltenwestridgebuilders.com other: _____

City Staff-

RECEIVED at City Hall by: A. Hurd on 8/20/18

Fees paid: \$ 400.00 Date: 8/20/18

(Please go to page 4)

APPENDIX A-3

Page 4 of 4
(Amend #13-04)

CITY OF PEWAUKEE

STATE OF WISCONSIN

WAUKESHA COUNTY

- NOTICE OF A ZONING MAP AMENDMENT PUBLIC HEARING -

PLEASE TAKE NOTICE THAT THERE WILL BE A PUBLIC HEARING ON THE

PETITION OF: (Owners name) BWC INVESTMENTS LLC

TO REZONE FROM: A-1 AGRICULTURAL TO: RS-4 SINGLE-FAMILY RESIDENTIAL

THE FOLLOWING PROPERTY IN THE CITY OF PEWAUKEE:

Legal description of the property to be rezoned*:

* PLEASE REFER TO SEPARATE EXHIBIT *

Please attach extra pages or plat or CSM if needed.

Common Description or name: SWAN FARM

Tax Key Number(s): PWC 0871996
PWC 0871999 Size: 115 AC

This Amendment to the Zoning Map (Change in zoning) is being proposed for the purpose of: DEVELOPMENT OF A SINGLE-FAMILY RESIDENTIAL SUBDIVISION

City staff –

THE PUBLIC HEARING will be held at a meeting of the City Plan Commission in the City Hall Common Council Chambers* on _____ at or after _____ PM.

ACTION BY THE COMMON COUNCIL on the petition is scheduled to be made at a meeting in the Common Council Chambers* on _____ at or after _____ PM.

Dated this _____ day of _____.

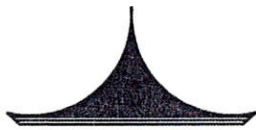
Kelly Tarczewski,
Clerk/Treasurer, City of Pewaukee

* Please park in lower (south) parking lot.

EXHIBIT "A"

"SWAN PROPERTY REZONING"

BEING A SUBDMISION OF A PART OF THE SOUTHWEST 1/4 AND ALL OF THE NORTHWEST 1/4 AND SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 2, TOWNSHIP 7 NORTH, RANGE 19 EAST, IN THE CITY OF PEWAUKEE, WAUKESHA COUNTY, WISCONSIN.

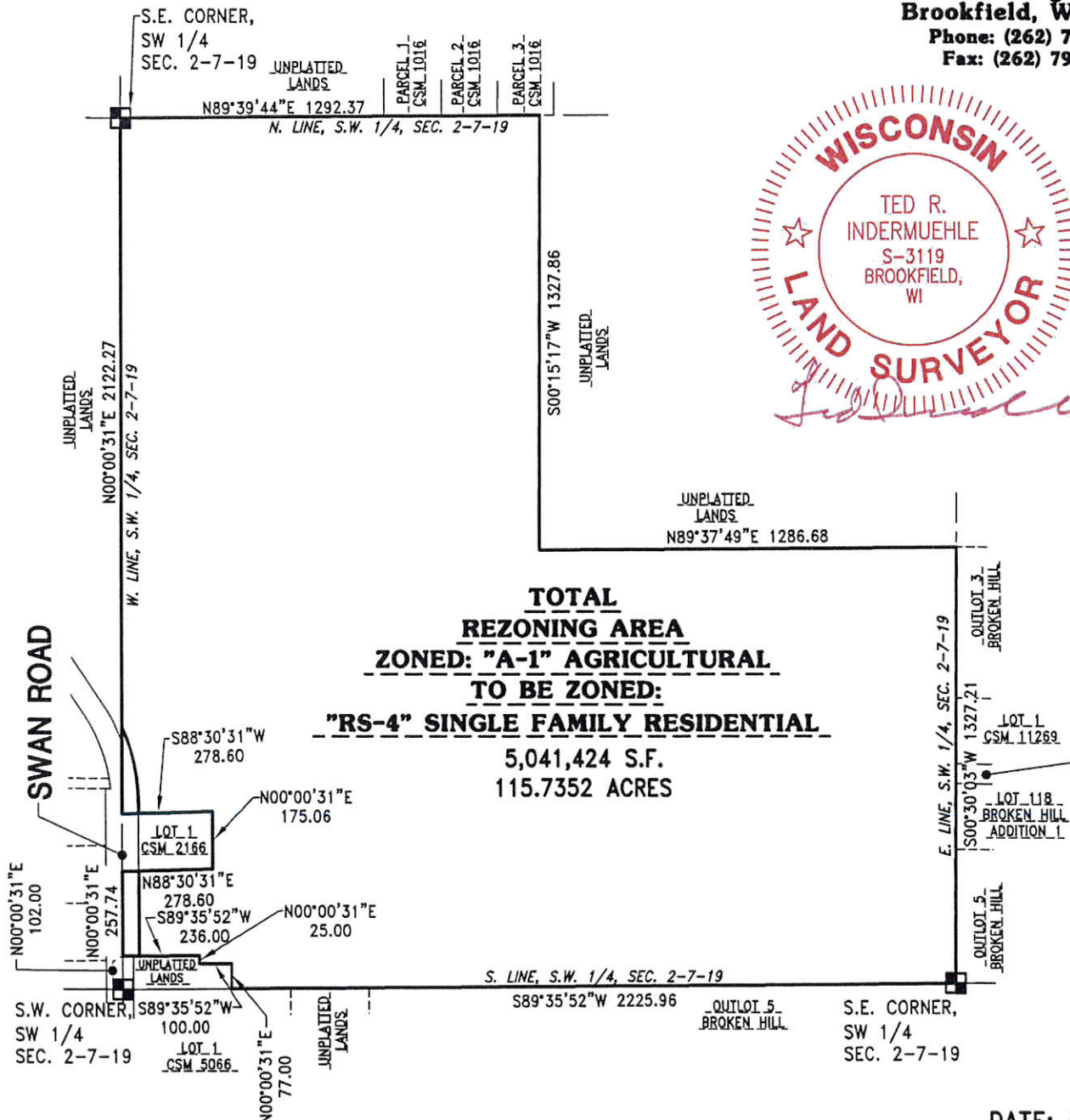
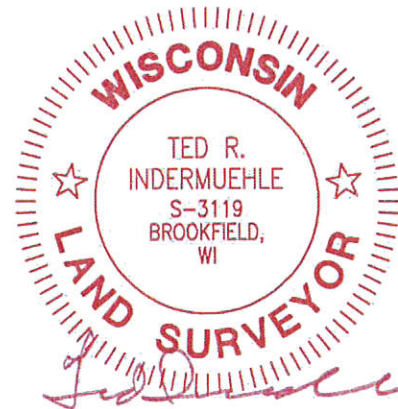


NORTH

SCALE: 1"=500'



12660 W. NORTH AVE.
Building "D"
Brookfield, WI 53005
Phone: (262) 790-1480
Fax: (262) 790-1481



**TOTAL
REZONING AREA**
ZONED: "A-1" AGRICULTURAL
TO BE ZONED:
"RS-4" SINGLE FAMILY RESIDENTIAL
5,041,424 S.F.
115.7352 ACRES

THIS EXHIBIT WAS PREPARED BY TED R. INDERMUEHLE, P.L.S. (S-3119)

DATE: 08/09/18

SHEET 1 OF 1

EXHIBIT "B"

"SWAN PROPERTY REZONING"

LEGAL DESCRIPTION:

Being a subdivision of a part of the Southwest 1/4 and all of the Northwest 1/4 and Southeast 1/4 of the Southwest 1/4 of Section 2, Township 7 North, Range 19 East, in the City of Pewaukee, Waukesha County, Wisconsin.

Commencing at the Southwest corner of the Southwest 1/4, Thence North 00°00'31" East along the West line of said Southwest 1/4, 102.00 feet to a point, said point being place of beginning of lands hereinafter described;

Thence continuing North 00°00'31" East along said West line, 257.74 feet to a point on the South line of Certified Survey Map Number 2166 and it's extension; Thence North 88°30'31" East along said South line, 278.60 feet to the East line of said Certified Survey Map; Thence North 00°00'31" East along said East line, 175.06 feet to a point on the North line of said Certified Survey Map; Thence South 88°30'31" West along said North line, 278.60 to a point on the West line of said Southwest 1/4; Thence North 00°00'31" East along said West line, 2122.27 feet to the Northwest corner of said Southwest 1/4; Thence North 89°39'44" East along the North line of said Southwest 1/4, 1292.37 feet to a point; Thence South 00°15'17" West 1327.86 feet to a point; Thence North 89°37'49" East 1286.68 feet to a point on the West line of "Broken Hill"; Thence South 00°30'03" West along said West line, 1327.21 feet to a point on the South line of said Southwest 1/4; Thence South 89°35'52" West along said South line, 2225.96 feet to a point; Thence North 00°00'31" East 77.00 feet to a point; Thence South 89°35'52" West 100.00 feet to a point; Thence North 00°00'31" East 25.00 feet to a point; Thence South 89°35'52" West 236.00 feet to the point of beginning of this description.

Said Parcel contains 5,041,424 Square Feet (or 115.7352 Acres) of land, more or less.

Date: 8/9/2018



A handwritten signature in black ink, appearing to read "Ted R. Indermuehle", written over a horizontal line.

Ted R. Indermuehle, P.L.S.
Professional Land Surveyor-3119
TRIO ENGINEERING, LLC
12660 W. North Avenue, Building "D"
Brookfield, WI 53005
Phone: (262)790-1480 Fax: (262)790-1481

WOODS EDGE DR.

Rs-4

Rs-3

Rs-2

LORILA.

Rs-2

LINDSAY RD.

LC

P-1

BALMER PARK

RS-2

RS-2

RS-2

RS-2

RS-2

↑
N

1" = 400'

A-1

A-1

LC

LC

A-2

LC

LC

**REZONE
FROM
A-1 TO Rs-4**

LC

LC

Rs-4

Rs-4

Rs-4

Rs-4

Rs-4

Rs-4

CENTURY
FARM RD.

Rs-2

Rs-4

GREY FOX CT.

Rs-4

Rs-2

BROKEN HILL
BLVD.

Rs-4

BROKEN HILL

Rs-4

HILL

Rs-4

Rs-4

Rs-4

CIR. N.

SWAN RD.

Rs-4|Rs-4|Rs-4|Rs-4

Rs-2

Rs-2

Rs-4

I-2

ORDINANCE 18-07

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

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

FROM: **A-1 AGRICULTURAL**

TO: **RS-4 SINGLE FAMILY RESIDENTIAL**

SECTION 1 – DESCRIPTION

The following described property:

BEING A SUBDIVISION OF A PART OF THE SOUTHWEST ¼ AND ALL OF THE NORTHWEST ¼ AND SOUTHEAST ¼ OF THE SOUTHWEST ¼ OF SECTION 2, TOWNSHIP 7 NORTH, RANGE 19 EAST, IN THE CITY OF PEWAUKEE, WAUKESHA COUNTY, WISCONSIN. COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHWEST ¼, THENCE NORTH 00°00'31" EAST ALONG THE WEST LINE OF SAID SOUTHWEST ¼, 102.00 FEET TO A POINT, SAID POINT BEING PLACE OF BEGINNING OF LANDS HEREINAFTER DESCRIBED; THENCE CONTINUING NORTH 00°00'31" EAST ALONG SAID WEST LINE, 257.74 FEET TO A POINT ON THE SOUTH LINE OF CERTIFIED SURVEY MAP NUMBER 2166 AND IT'S EXTENSION; THENCE NORTH 88°30'31" EAST ALONG SAID SOUTH LINE, 278.60 FEET TO THE EAST LINE OF SAID CERTIFIED SURVEY MAP; THENCE NORTH 00°00'31" EAST ALONG SAID EAST LINE, 175.06 FEET TO A POINT ON THE NORTH LINE OF SAID CERTIFIED SURVEY MAP; THENCE SOUTH 88°30'31" WEST ALONG SAID NORTH LINE, 278.60 TO A POINT ON THE WEST LINE OF SAID SOUTHWEST ¼; THENCE NORTH 00°00'31" EAST ALONG SAID WEST LINE, 2122.27 FEET TO THE NORTHWEST CORNER OF SAID SOUTHWEST ¼; THENCE NORTH 89°39'44" EAST ALONG THE NORTH LINE OF SAID SOUTHWEST ¼, 1292.37 FEET TO A POINT; THENCE SOUTH 00°15'17" WEST 1327.86 FEET TO A POINT; THENCE NORTH 89°37'49" EAST 1286.68 FEET TO A POINT ON THE WEST LINE OF "BROKEN HILL"; THENCE SOUTH 00°30'03" WEST ALONG SAID WEST LINE, 1327.21 FEET TO A POINT ON THE SOUTH LINE OF SAID SOUTHWEST ¼; THENCE SOUTH 89°35'52" WEST ALONG SAID SOUTH LINE, 2225.96 FEET TO A POINT; THENCE NORTH 00°00'31" EAST 77.00 FEET TO A POINT; THENCE SOUTH 89°35'52" WEST 100.00 FEET TO A POINT; THENCE NORTH 00°00'31" EAST 25.00 FEET TO A POINT; THENCE SOUTH 89°35'52" WEST 236.00 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION. SAID PARCEL CONTAINS 5,041,424 SQUARE FEET (OR 115.7352 ACRES) OF LAND, MORE OR LESS.

Common Description: W239 N4050 Swan Road

Tax Key Number: PWC 0871-996 & PWC 0871-999

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 15th day of October, 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 8.**

DATE: October 15, 2018

DEPARTMENT: PRCS - Planning

PROVIDED BY:

SUBJECT:

Discussion and Possible Action Regarding the Preliminary Plat for Swan View Farms Subdivision Located at W239 N4050 Swan Road (PWC 0871-996 & PWC 0871-999) [Fuchs]

BACKGROUND:

FINANCIAL IMPACT:

RECOMMENDED MOTION:

ATTACHMENTS:

Description

Swan View Farms preliminary plat

Swan View Farms development plans

Swan View Farms staff report #2

Swan View Farms staff report

Swan View Farms Engineering staff report

Zoning District Summary

**SINGLE-FAMILY
RESIDENTIAL DISTRICT Rs-4**
LOT AREA = 20,000 s.f. min.
LOT WIDTH = 110 feet (at setback)

SETBACK
Street = (minimum) 40 feet
Side = 20 feet
Rear = 35 feet
Wetland = 25 feet

PRELIMINARY PLAT OF SWAN VIEW FARMS

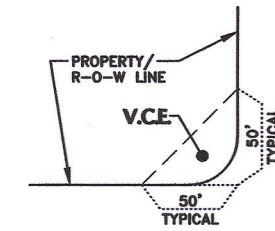
BEING A SUBDIVISION OF A PART OF THE SOUTHWEST 1/4 AND ALL OF THE NORTHWEST 1/4 AND SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 2, TOWNSHIP 7 NORTH, RANGE 19 EAST, IN THE CITY OF PEWAUKEE, WAUKESHA COUNTY, WISCONSIN.

LEGEND

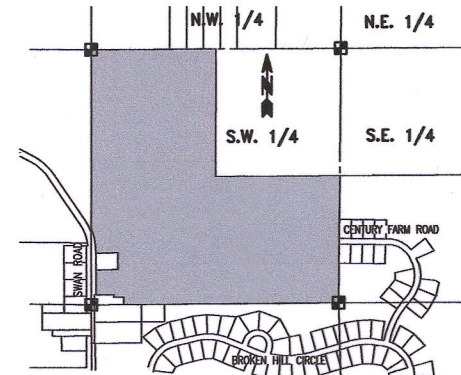
—●—	INDICATES SOIL BORING LOCATION
—W—W—	INDICATES EXISTING WATERMAIN
—SAN—	INDICATES PROPOSED WATERMAIN
—ST—	INDICATES EXISTING SANITARY SEWER
—ST—	INDICATES PROPOSED SANITARY SEWER
—ST—	INDICATES EXISTING STORM SEWER
—ST—	INDICATES PROPOSED STORM SEWER
—800—	INDICATES EXISTING CONTOUR

VISION CORNER EASEMENT: (V.C.E.)

Lots 1, 3, 8, 9, 14, 20, 25, 55, 56, 59, 60, 66, 67, and Outlots 2 and 3 are herein subject to a Vision Corner Easement as shown on this plat. Vision corner easements to be granted to the Village of Summit No structure of any kind shall be permitted within a vision corner which exceeds 2 feet above the intersection except for necessary highway and traffic signs, public utility lines and open fences, through which there is clear vision, nor shall any plant material be permitted which obscures safe vision of the approaches to the intersection.



VISION CORNER EASEMENT DETAIL



LOCALITY MAP:
SW 1/4, SEC. 2, T. 7 N., R. 19 E.
SCALE: 1"=1000'

BASEMENT RESTRICTION FOR GROUNDWATER NOTE:

Although all Lots in the Subdivision have been reviewed and approved for development with single and multi-family residential use in accordance with Section 236 Wisconsin Statutes, some Lots contain soil conditions that, due to the possible presence of groundwater near the surface, may require additional soil engineering and foundation design with regard to basement construction. It is recommended that a licensed professional engineer design a basement and foundation that will be suitable to withstand the various problems associated with saturated soil conditions on basement walls or floors or that other special measures be taken. Soil conditions should be subject to each owner's special investigation prior to construction and no specific representation is made herein.

BASEMENT RESTRICTION FOR BEDROCK NOTE:

Although all Lots in the Subdivision have been reviewed and approved for development with single and multi-family residential use in accordance with Section 236 Wisconsin Statutes, some Lots contain soil conditions that, due to the possible presence of bedrock near the ground surface, may require additional soil engineering and foundation design with regard to basement construction. It is recommended that a licensed professional engineer be consulted regarding the construction of basements in these areas where bedrock may be present near the ground surface. Soil conditions should be subject to each owner's special investigation prior to construction and no specific representation is made herein.

VISION CORNER EASEMENT: (V.C.E.)

Lots 1, 3, 8, 9, 14, 20, 25, 55, 56, 59, 60, 66, 67 and Outlots 2 & 3 are subject to a Vision Corner Easement as shown on this Plat in that the height of all plantings, berms, fences, signs or other structures within the Vision Corner Easement is limited to 24 inches above the elevation of the center of the intersection. No access to any roadway shall be permitted within the Vision Corner Easement.

WETLAND / P.E.C. DELINEATION NOTE:

Wetland boundaries shown herein were field delineated by Onida Total Integrated Enterprises (OTIE) (Scott M. Horzen) on April 20, 2016 and provided in digital format. Primary Environmental Corridor (P.E.C.) boundaries shown herein were taken from SEWRPC records.

HORIZONTAL DATUM PLANE:

All bearings are referenced to Grid North of the Wisconsin State Plane Coordinate System, South Zone (NAD-83), in which the South line of the S.W. 1/4 of Section 2, Town 7 North, Range 19 East, bears North 89°35'52" East.

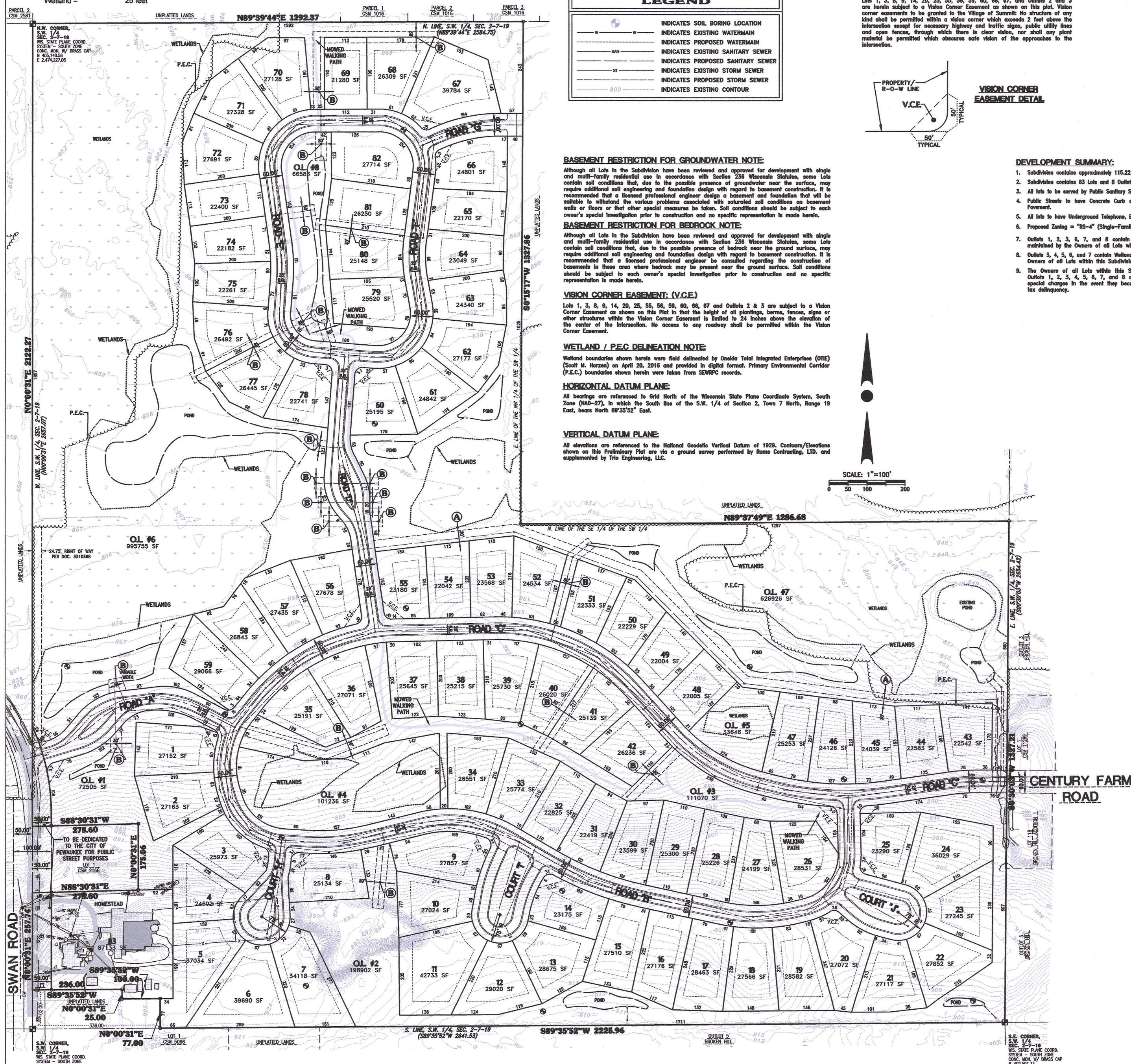
VERTICAL DATUM PLANE:

All elevations are referenced to the National Geodetic Vertical Datum of 1929. Contours/Elevations shown on this Preliminary Plat are via a ground survey performed by Rams Contracting, LTD. and supplemented by Trio Engineering, LLC.

SCALE: 1"=100'

EASEMENT LEGEND:

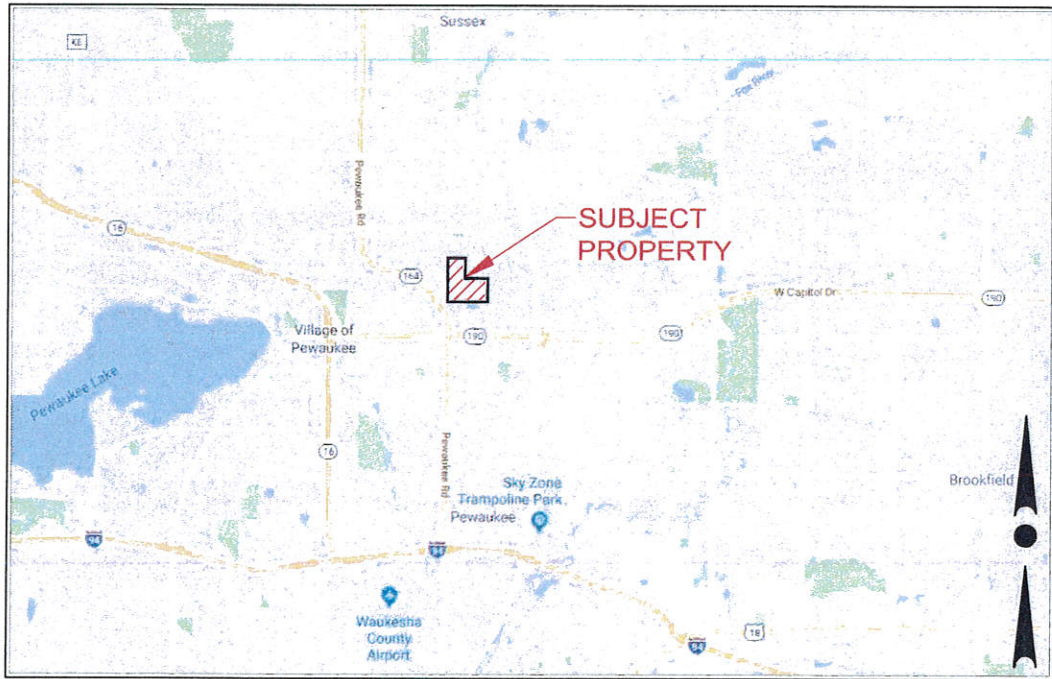
- (A) — 30' WIDE PUBLIC SANITARY SEWER EASEMENT
- (B) — 30' WIDE PUBLIC STORM SEWER AND DRAINAGE EASEMENT



JOB NUMBER: 16-024-789-01	DESCRIPTION: PRELIMINARY PLAT	REVISIONS:	PROJECT: SWAN VIEW FARMS SINGLE FAMILY RESIDENTIAL SUBDIVISION VILLAGE OF PEWAUKEE, WISCONSIN BY: BWC INVESTMENTS, LLC. 12500 W. NORTH AVE. BLDG. D BROOKFIELD, WISCONSIN 53005 PHONE: (262) 790-1480 FAX: (262) 790-1481	DEVELOPER: BWC INVESTMENTS, LLC. 12500 W. NORTH AVE. BLDG. D BROOKFIELD, WISCONSIN 53005 PHONE: (262) 790-1480 FAX: (262) 790-1481	AGENCIES HAVING THE AUTHORITY TO OBJECT: - State of Wisconsin, Department of Administration - Waukesha County, Department of Parks and Land Use APPROVING AUTHORITY: - Village of Pewaukee	SURVEYOR'S CERTIFICATE: I hereby certify that this Preliminary Plat is a correct representative of all existing land divisions and features and that I have fully complied with the provisions of the Subdivision and Platting Code of the Village of Pewaukee. Date: 8-17-18	ED R. INDERMAHLE S-3119 BROOKFIELD, WI LAND SURVEYOR	TRIO DESIGN • LAND SURVEYING CIVIL ENGINEERING
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GENERAL NOTES

1. THE LATEST EDITIONS OF THE FOLLOWING DOCUMENTS AND ANY SUPPLEMENTS THERETO, SHALL GOVERN ALL CONSTRUCTION ITEMS ON THIS PLAN UNLESS OTHERWISE NOTED.
- STANDARD SPECIFICATIONS FOR SEWER AND WATER CONSTRUCTION IN WISCONSIN, 6TH EDITION (SSSWCW)
 - THE WISCONSIN D.O.T. STANDARD SPECIFICATIONS FOR HIGHWAY AND STRUCTURE CONSTRUCTION, LATEST EDITION
 - WNR STORMWATER RUNOFF TECHNICAL STANDARDS.
 - WSDOT PAL APPROVED EROSION CONTROL MEASURES LIST, LATEST EDITION.
 - CITY OF PEWAUKEE STANDARDS & REQUIREMENTS FOR DEVELOPMENT, LATEST EDITION.
2. THE CONTRACTOR SHALL TAKE ALL MEASURES NECESSARY TO MINIMIZE EROSION, WATER POLLUTION AND SILTATION CAUSED BY CONSTRUCTION OF THIS PROJECT. EROSION CONTROL MEASURES SHALL BE IN ACCORDANCE WITH WISCONSIN DEPARTMENT OF NATURAL RESOURCES TECHNICAL STANDARDS.
3. EROSION CONTROL PLAN: PRIOR TO BEGINNING WORK, AN APPROVED EROSION CONTROL PLAN WILL BE PROVIDED BY THE ENGINEER. THE CONTRACTOR IS RESPONSIBLE FOR PROPERLY IMPLEMENTING THE APPROVED PLAN.
4. THE CONTRACTOR SHALL FIELD VERIFY THE ELEVATIONS OF THE BENCHMARKS PRIOR TO COMMENCING WORK. THE CONTRACTOR SHALL ALSO FIELD VERIFY LOCATION, ELEVATION AND SIZE OF EXISTING UTILITIES, AND VERIFY FLOOR, CURB OR PAVEMENT ELEVATIONS WHERE MATCHING INTO EXISTING WORK. THE CONTRACTOR SHALL FIELD VERIFY HORIZONTAL CONTROL BY REFERENCING SHOWN COORDINATES TO KNOWN PROPERTY LINES. NOTIFY ENGINEER OF DISCREPANCIES IN EITHER VERTICAL OR HORIZONTAL CONTROL PRIOR TO PROCEEDING WITH WORK.
5. THE CONTRACTOR SHALL VERIFY THE EXACT LOCATION OF ALL UNDERGROUND UTILITIES PRIOR TO BEGINNING CONSTRUCTION (CALL DIGGERS HOTLINE AT 800-242-8511). COST OF REPLACEMENT OR REPAIR OF EXISTING UTILITIES DAMAGED AS A RESULT OF THE CONTRACTOR'S OPERATION SHALL BE THE CONTRACTOR'S RESPONSIBILITY.
6. EXISTING UTILITY INFORMATION IS SHOWN FROM SURVEY WORK, FIELD OBSERVATIONS, AVAILABLE PUBLIC RECORDS, AND AS-BUILT DRAWINGS. EXACT LOCATIONS AND ELEVATIONS OF UTILITIES SHALL BE DETERMINED PRIOR TO INSTALLING NEW WORK. EXCAVATE TEST PITS AS REQUIRED.
7. PROPERTY CORNERS SHALL BE CAREFULLY PROTECTED UNTIL THEY HAVE BEEN REFERENCED BY A PROFESSIONAL LAND SURVEYOR. PROPERTY MONUMENTS DISTURBED BY THE CONTRACTOR'S OPERATIONS SHALL BE REPLACED AT THE CONTRACTOR'S EXPENSE.
8. ENGINEER SHALL BE NOTIFIED 48 HOURS IN ADVANCE OF PERFORMING ANY CONSTRUCTION.
9. ALL TRENCHING SHALL BE PERFORMED ACCORDING TO OSHA STANDARDS.
10. ALL ITEMS SHALL INCLUDE ALL THE NECESSARY MATERIALS AND LABOR TO COMPLETE THE ITEM IN PLACE.
11. THE CONTRACTOR SHALL CLEAN ALL ADJACENT STREETS OF ANY SEDIMENT OR DEBRIS AS REQUIRED BY MUNICIPAL ORDINANCE.

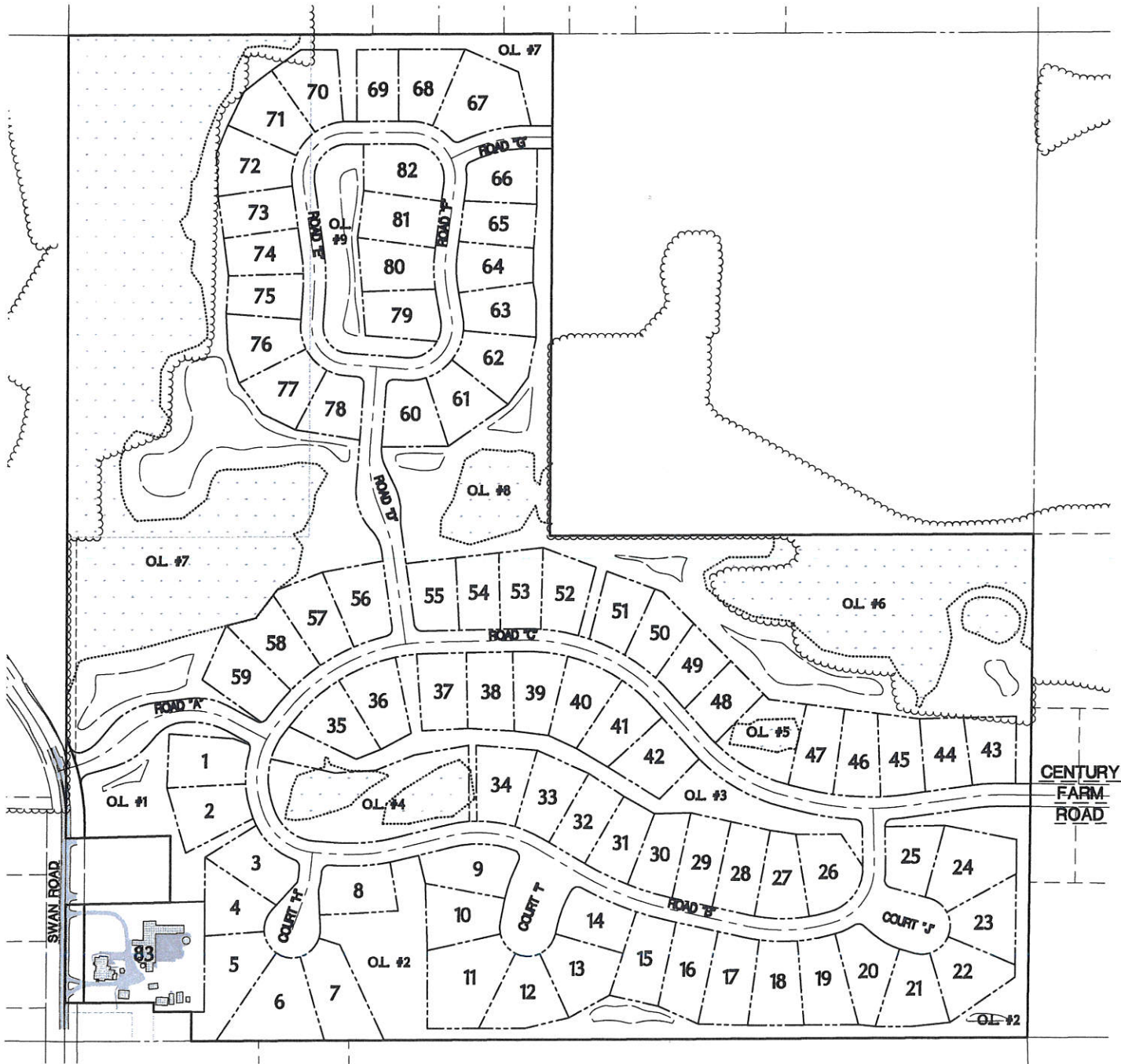


LOCATION MAP
NOT TO SCALE

SWAN VIEW FARMS

PRELIMINARY SITE DEVELOPMENT PLANS

CITY OF PEWAUKEE, WISCONSIN



WESTRIDGE BUILDERS, INC.
N8W22520 JOHNSON DR.,
WAUKESHA, WI 53186

SHEET INDEX

CIVIL	
T1	COVER SHEET
C1.0	OVERALL SITE PLAN
C2.0	OVERALL GRADING & DRAINAGE PLAN
C2.1-C2.5	GRADING & DRAINAGE PLANS
C3.0	OVERALL PROPOSED UTILITY PLAN
C3.1-C3.5	UTILITY PLANS



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

PROJECT:
SWAN VIEW FARMS
SINGLE FAMILY RESIDENTIAL SUBDIVISION
CITY OF PEWAUKEE, WISCONSIN
BY: BWC INVESTMENTS LLC
N8W22520 JOHNSON DR.
WAUKESHA, WI 53186

REVISION HISTORY

DATE	DESCRIPTION
08/17/2018	PRELIMINARY SUBMITTAL

DATE:
AUGUST 17, 2018

JOB NUMBER:
16024

DESCRIPTION:
COVER SHEET

SHEET

T1



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

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



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

PROJECT:
SWAN VIEW FARMS
SINGLE FAMILY RESIDENTIAL SUBDIVISION
CITY OF PEWAUKEE, WISCONSIN
BY: BWC INVESTMENTS LLC
N8W22820 JOHNSON DR.
WAUKESHA, WI 53186

REVISION HISTORY	
DATE	DESCRIPTION
08/17/2018	PRELIMINARY SUBMITTAL

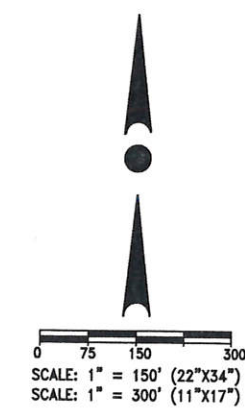
DATE:
AUGUST 17, 2018

JOB NUMBER:
16024

DESCRIPTION:
**OVERALL
SITE PLAN**

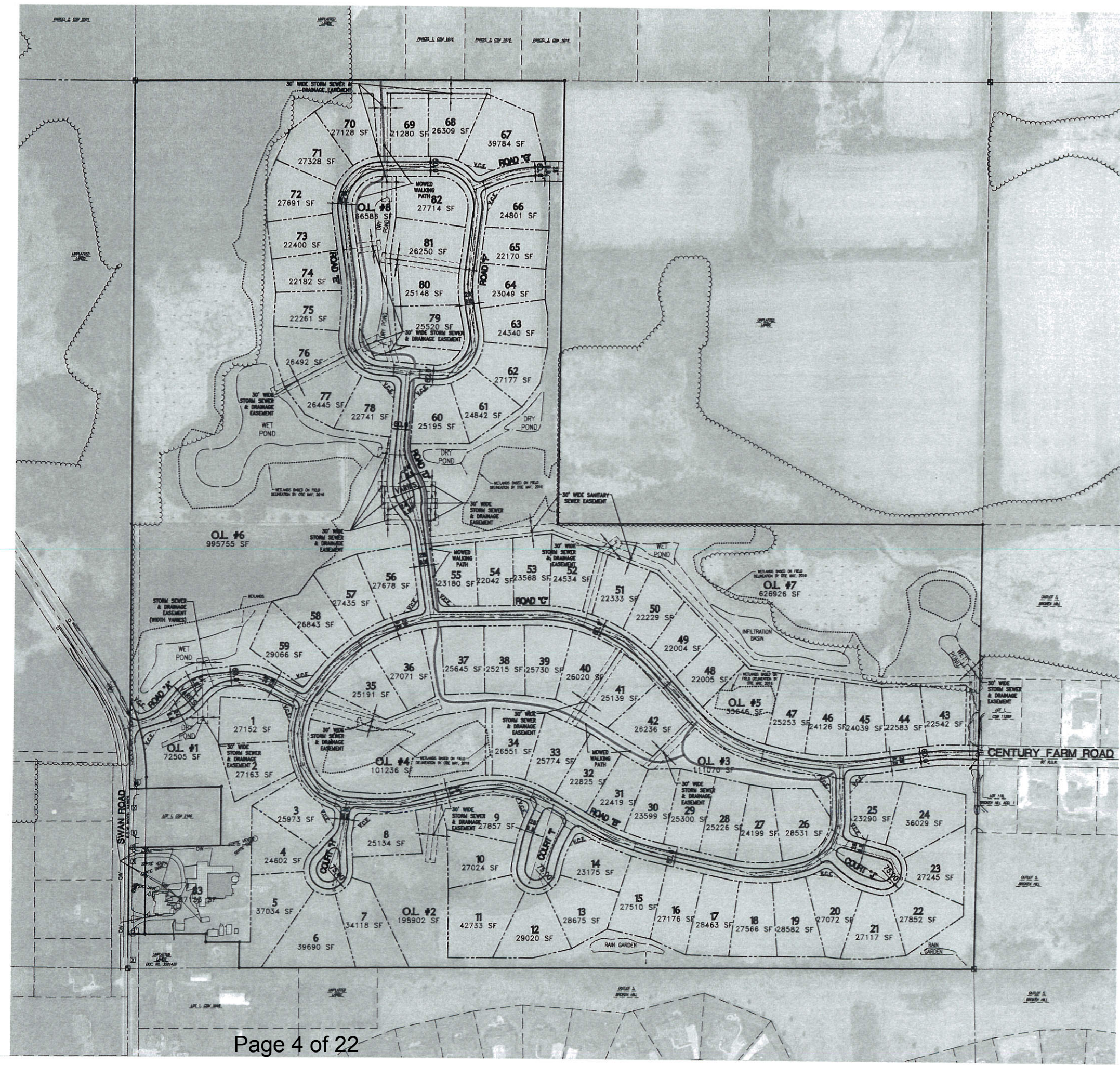
SHEET

C1.0

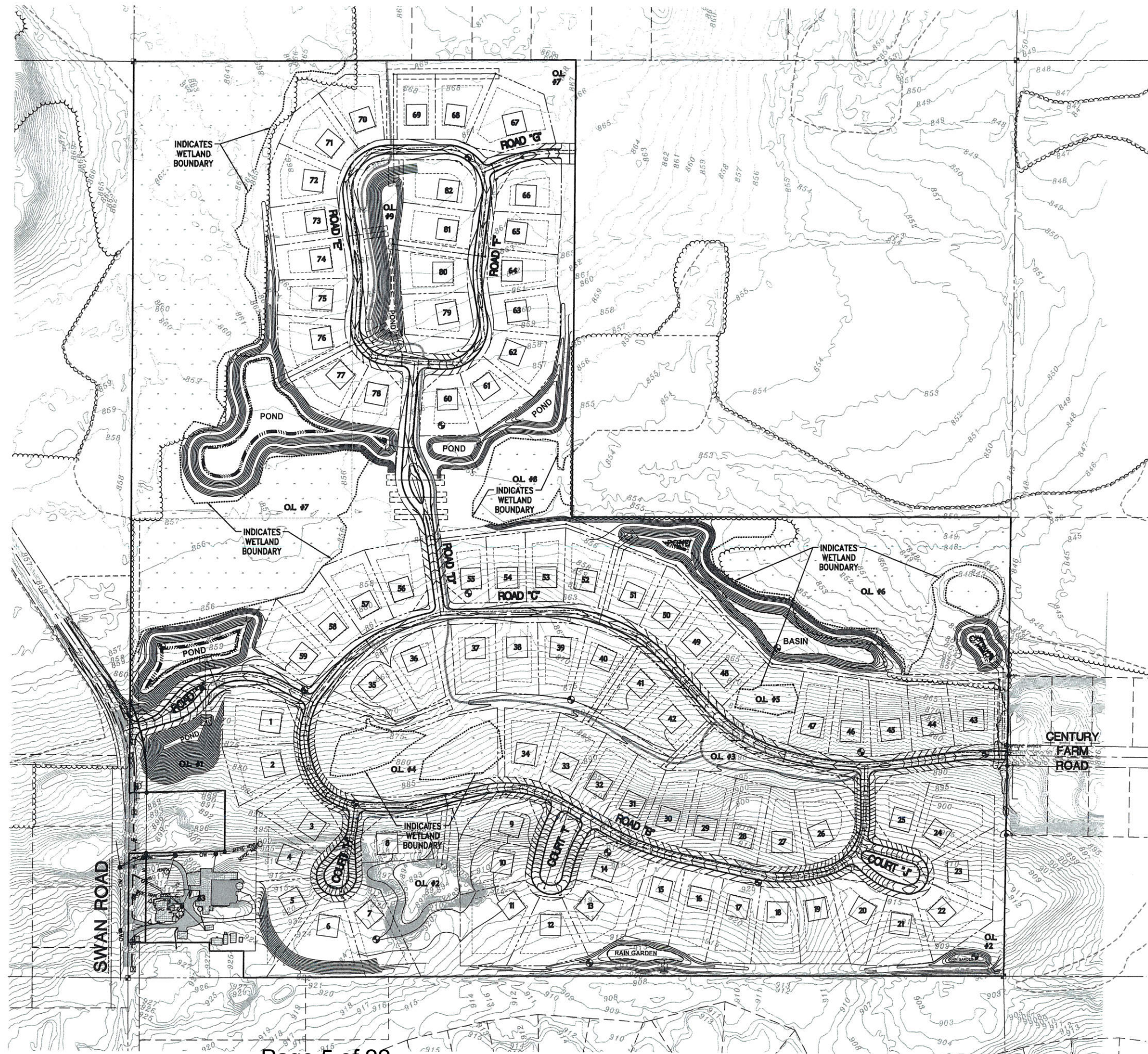


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H:\C700\789\16024-01\PRELIMINARY\PRELIM CIVIL_SWAN_FARM_GRADING_PLANTING

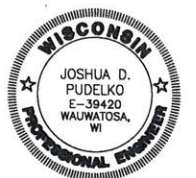


SCALE: 1" = 150' (22"x34")
SCALE: 1" = 300' (11"x17")



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12660 W. NORTH AVE.
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PROJECT:
SWAN VIEW FARMS
SINGLE FAMILY RESIDENTIAL SUBDIVISION
CITY OF PEWAUKEE, WISCONSIN
BY: BWC INVESTMENTS LLC
N8W22520 JOHNSON DR.
WAUKESHA, WI 53186

REVISION HISTORY	
DATE	DESCRIPTION
08/17/2018	PRELIMINARY SUBMITTAL

DATE:
AUGUST 17, 2018

JOB NUMBER:
16024

DESCRIPTION:
**PROPOSED
OVERALL
GRADING PLAN**

SHEET
C2.0



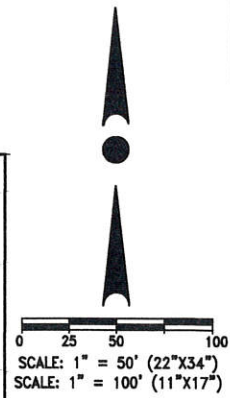
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WETLANDS BASED ON
FIELD DELINEATION BY
OTIE MAY, 2016

WET POND 1
BOTTOM=852.0
N.W.L.=857.0
TOP OF BERM=862.0
10' WIDE SPILLWAY=861.0
100-YR=860.19
10-YR=858.84
2-YR=857.99
1-YR=857.76

Page 6 of 22



12560 W. NORTH AVE.
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PROJECT:
SWAN VIEW FARMS
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CITY OF PEWAUKEE, WISCONSIN
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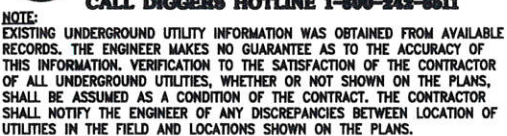
DATE:
AUGUST 17, 2018

JOB NUMBER:
16024

DESCRIPTION:
PROPOSED
GRADING &
DRAINAGE PLAN

SHEET

C2.1

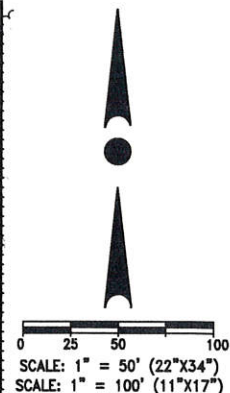


WET POND 1
BOTTOM=852.0
N.W.L.=857.0
TOP OF BERM=862.0
10' WIDE SPILLWAY=861.0
100-YR=860.19
10-YR=858.84
2-YR=857.99
1-YR=857.76

WET POND 6
BOTTOM=851.5
N.W.L=856.5
TOP OF BERM=862.0
WIDE SPILLWAY=861.0
100-YR=860.94
10-YR=859.28
2-YR=858.41
1-YR=858.19

PROPOSED
STORM SEWER
& DRAINAGE
EASEMENT
(WIDTH VARIES)

Page 7 of 22



12660 W. NORTH AVE.
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EMAIL: jprudillo@trioeng.com

PROJECT:
SWAN VIEW FARMS
SINGLE FAMILY RESIDENTIAL SUBDIVISION
CITY OF PEWAUKEE, WISCONSIN
BY: BWC INVESTMENTS LLC
N8W22520 JOHNSON DR.
WAUKESHA, WI 53186

REVISION HISTORY	
DATE	DESCRIPTION
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DATE:
AUGUST 17, 2018

JOB NUMBER:
16024

DESCRIPTION:
**PROPOSED
GRADING &
DRAINAGE PLAN**

SHEET

C2.2



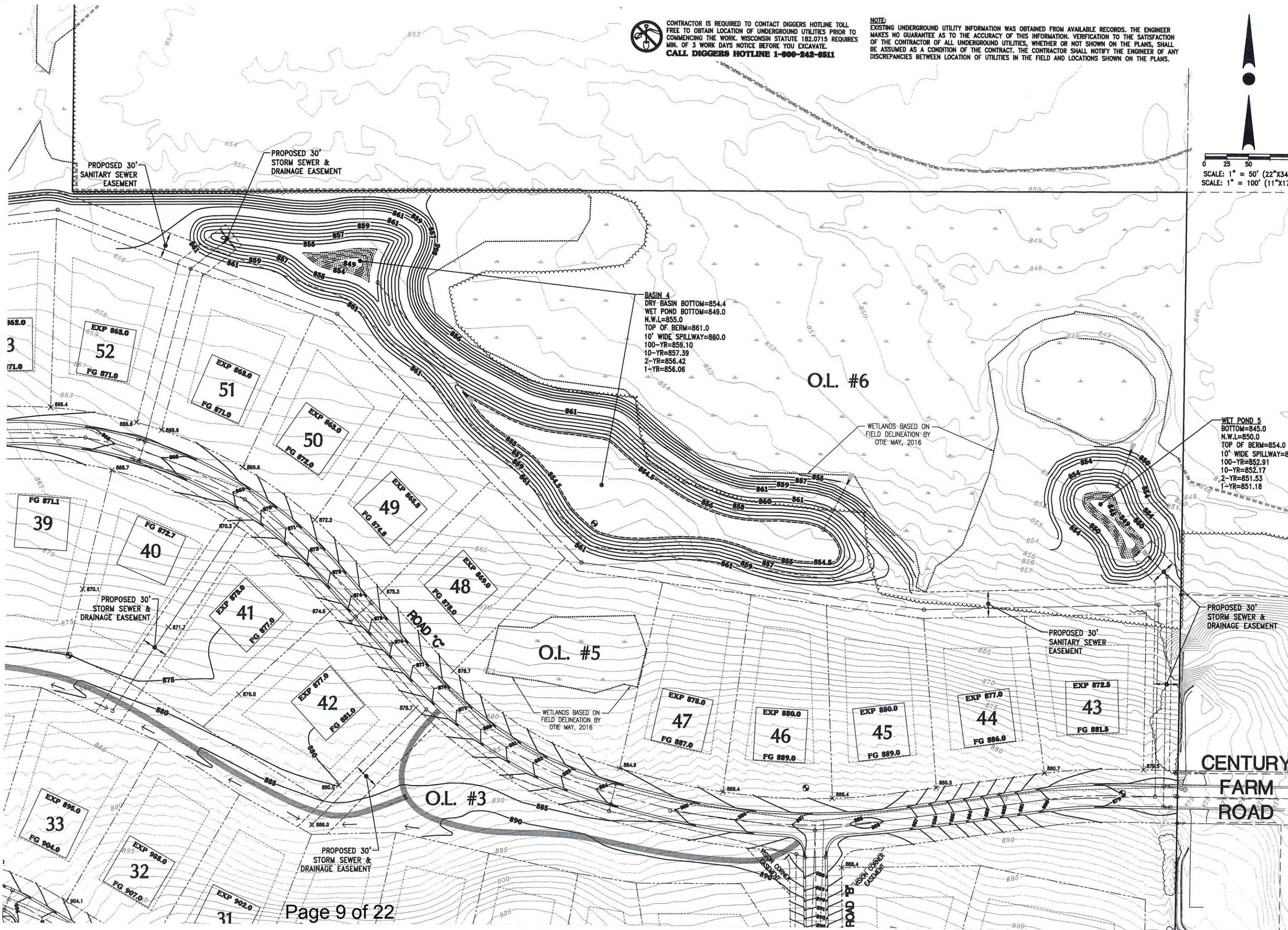
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0 25 50 100
SCALE: 1" = 50' (22"x34")
SCALE: 1" = 100' (11"x17")



PROJECT:
SWAN VIEW FARMS
SINGLE FAMILY RESIDENTIAL SUBDIVISION
CITY OF PEWAUKEE, WISCONSIN
BY: BWC INVESTMENTS LLC
N8W22S20 JOHNSON DR.
WALKESHA, WI 53186

REVISION HISTORY	
DATE	DESCRIPTION
08/17/2018	PRELIMINARY SUBMITTAL

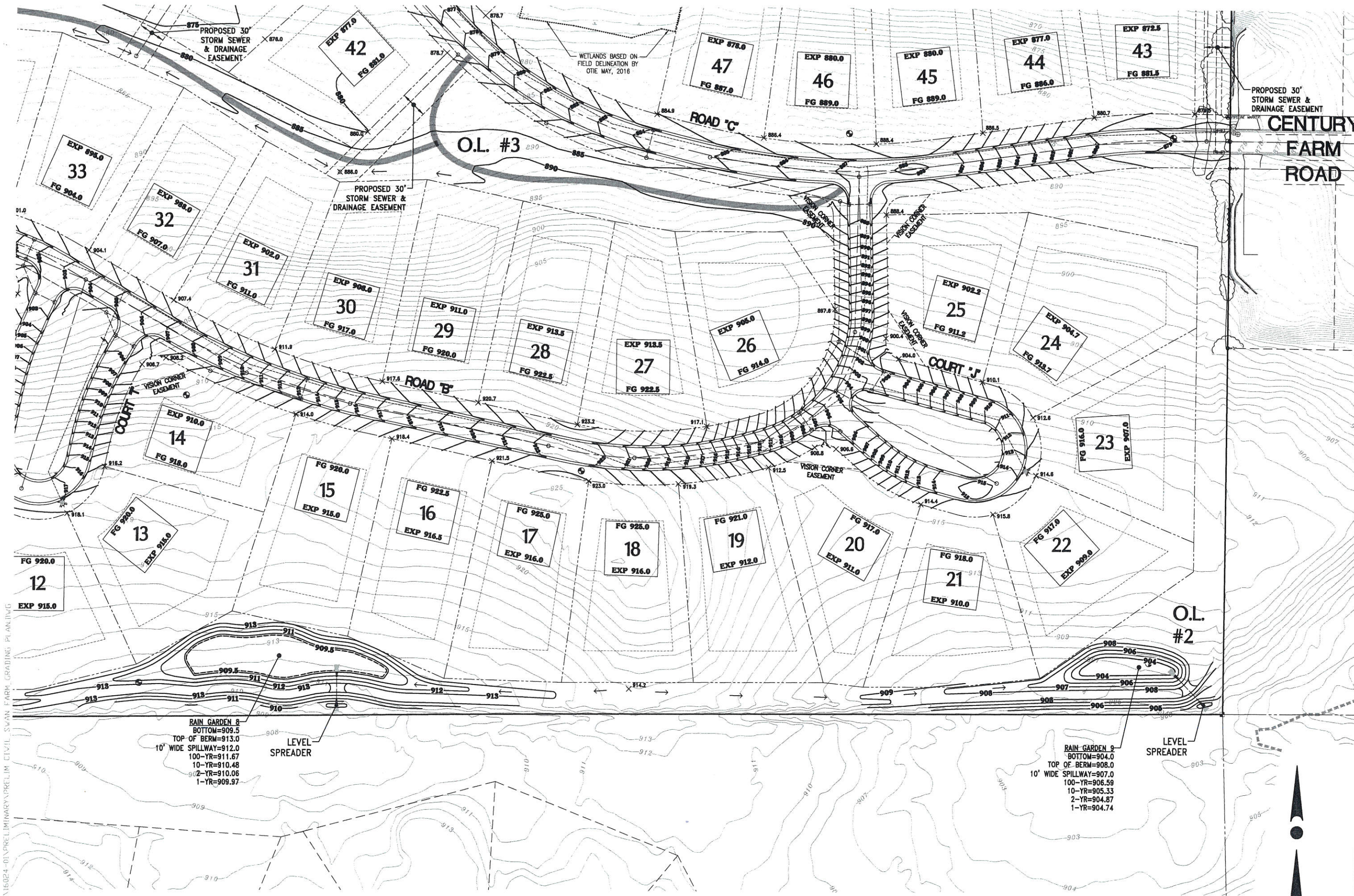
DATE:
AUGUST 17, 2018

JOB NUMBER:
16024

DESCRIPTION:
PROPOSED
GRADING &
DRAINAGE PLAN

SHEET

C2.4

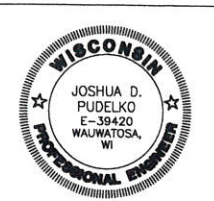


H:\C700\189\16024-01\PRELIMINARY\PRELIM CIVIL SWAN FARM GRADING PLANNING



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TRIO
DESIGN & LAND SURVEYING
CIVIL ENGINEERING
12660 W. NORTH AVE.
BROOKFIELD, WI 53005
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PROJECT:
SWAN VIEW FARMS
SINGLE FAMILY RESIDENTIAL SUBDIVISION
CITY OF PEWAUKEE, WISCONSIN
BY: BWC INVESTMENTS LLC
N8W22520 JOHNSON DR.
WAUKESHA, WI 53186

REVISION HISTORY	
DATE	DESCRIPTION
08/17/2018	PRELIMINARY SUBMITTAL

DATE:
AUGUST 17, 2018

JOB NUMBER:
16024

DESCRIPTION:
PROPOSED
GRADING &
DRAINAGE PLAN

SHEET
C2.5



12662 W. NORTH AVE.
BROOKFIELD, WI 53005
PHONE: (262) 790-1480
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EMAIL: jpuedelko@trioeng.com

PROJECT:
SWAN VIEW FARM
SINGLE FAMILY RESIDENTIAL SUBDIVISION
CITY OF PEWAUKEE, WISCONSIN
BY: BWC INVESTMENTS LLC
N8W22520 JOHNSON DR.
WAUKESHA, WI 53186

REVISION HISTORY

DATE	DESCRIPTION
08/17/2018	PRELIMINARY SUBMITTAL

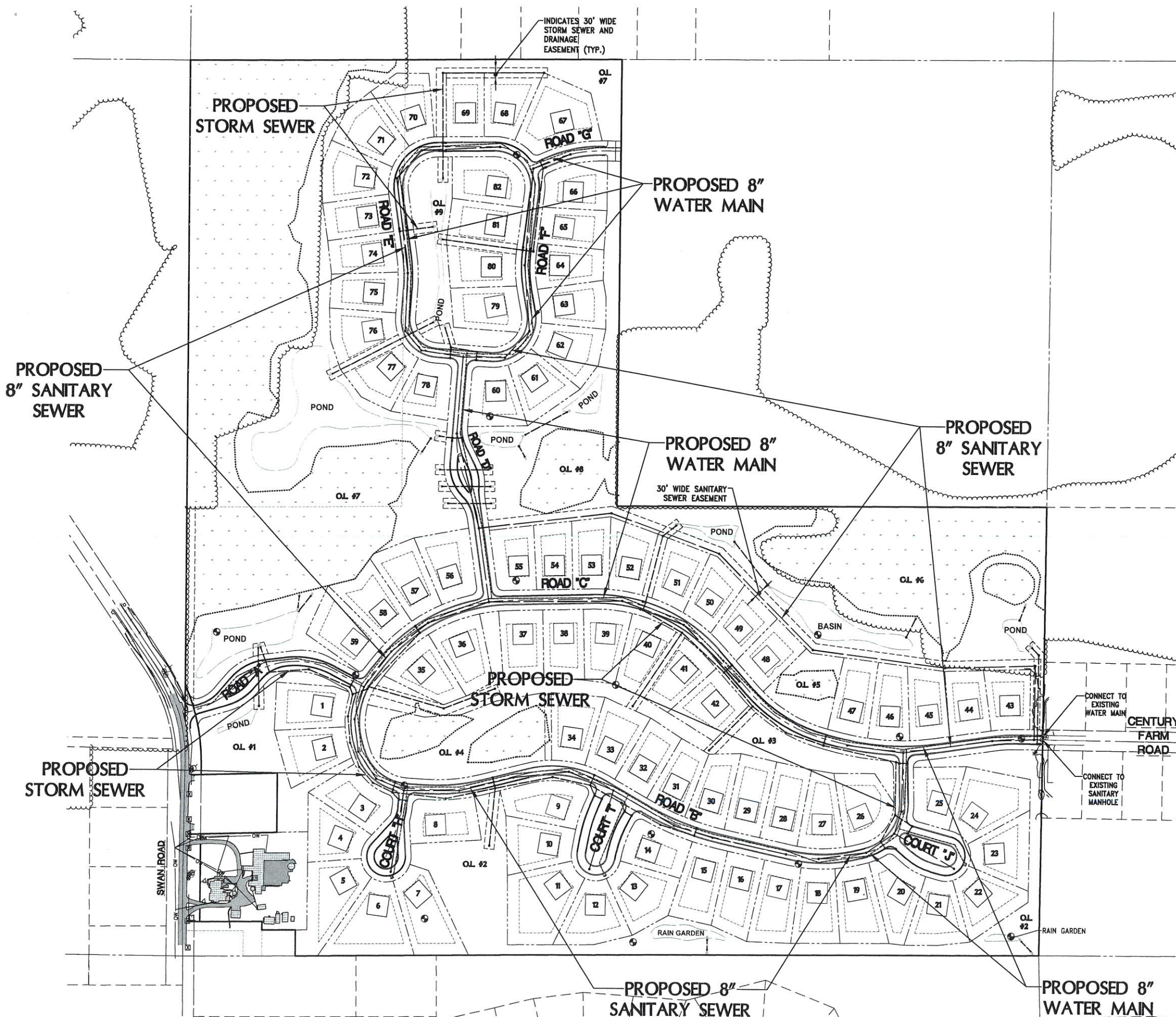
DATE:
AUGUST 17, 2018

JOB NUMBER:
16024

DESCRIPTION:
**PROPOSED
OVERALL
UTILITY PLAN**

SHEET

C3.0



0 75 150 300
SCALE: 1" = 150' (22"x34")
SCALE: 1" = 300' (11"x17")



NOTE:
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12660 W. NORTH AVE.
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PHONE: (262) 790-1480
FAX: (262) 790-1481
EMAIL: jpuddell@trioeng.com

0 25 50 100
SCALE: 1" = 50' (22"x34")
SCALE: 1" = 100' (11"x17")



O.L.
#7

PROPOSED 8"
SANITARY SEWER

PROPOSED 8"
WATER MAIN

PROPOSED
STORM
SEWER

PROPOSED
8" SANITARY
SEWER

PROJECT:
SWAN VIEW FARMS
SINGLE FAMILY RESIDENTIAL SUBDIVISION
CITY OF PEWAUKEE, WISCONSIN
BY: BWC INVESTMENTS LLC
N8W22520 JOHNSON DR.
WAUKESHA, WI 53186

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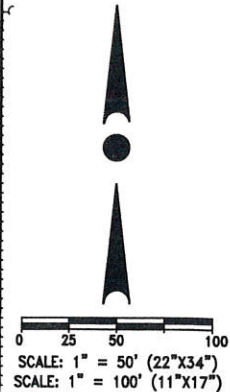
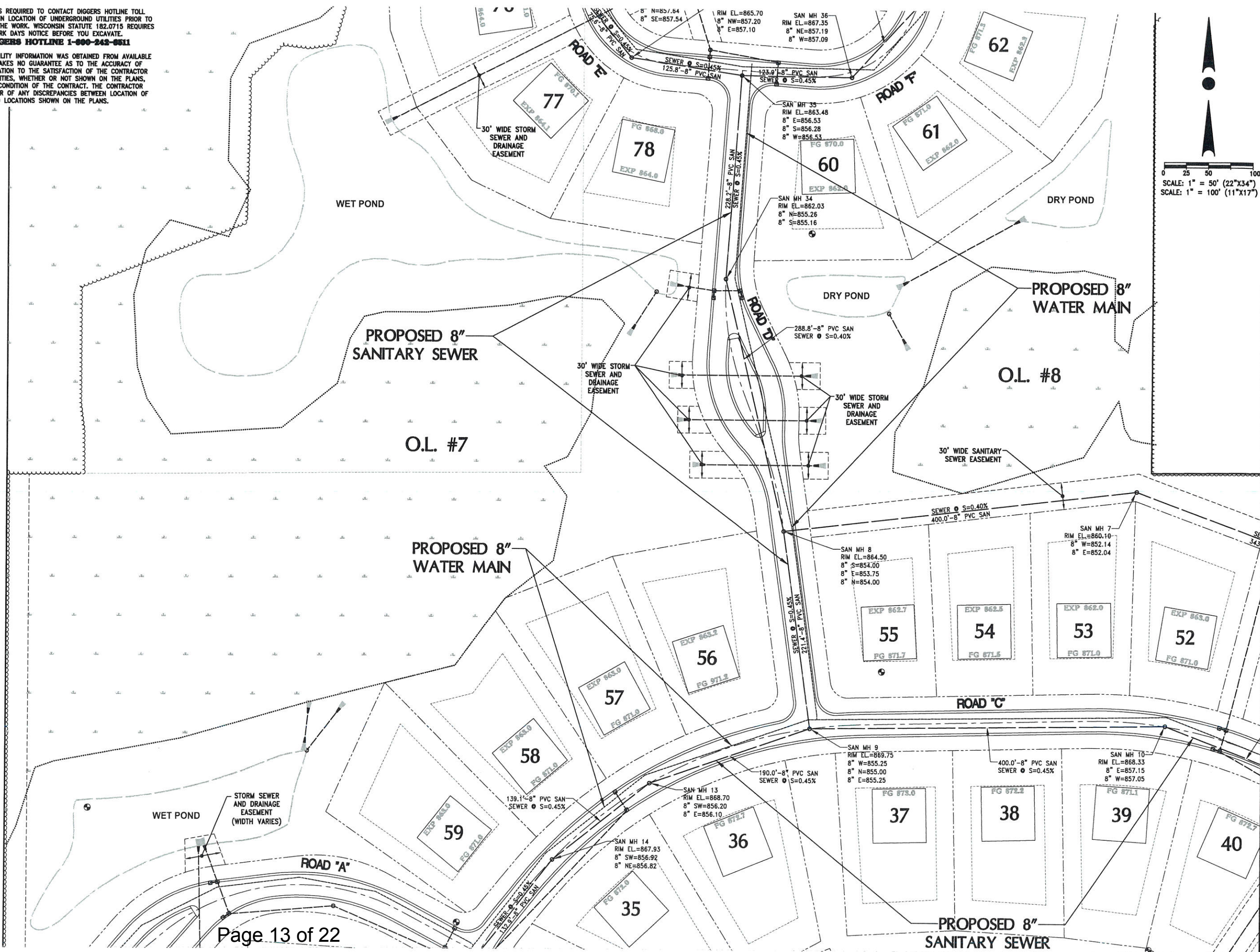
DESCRIPTION:
PROPOSED
UTILITY PLAN

SHEET
C3.1



CONTRACTOR IS REQUIRED TO CONTACT DIGGERS HOTLINE TOLL FREE TO OBTAIN LOCATION OF UNDERGROUND UTILITIES PRIOR TO COMMENCING THE WORK. WISCONSIN STATUTE 182.0715 REQUIRES MIN. OF 3 WORK DAYS NOTICE BEFORE YOU EXCAVATE.
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12660 W. NORTH AVE.
BROOKFIELD, WI 53005
PHONE: (262) 790-1480
FAX: (262) 790-1481
EMAIL: jpudelko@trioeng.com

PROJECT:
SWAN VIEW FARMS
SINGLE FAMILY RESIDENTIAL SUBDIVISION
CITY OF PEWAUKEE, WISCONSIN
BY: BWC INVESTMENTS LLC
N8W22520 JOHNSON DR.
WAUKESHA, WI 53186

REVISION HISTORY	
DATE	DESCRIPTION
08/17/2018	PRELIMINARY SUBMITTAL

DATE:
AUGUST 17, 2018

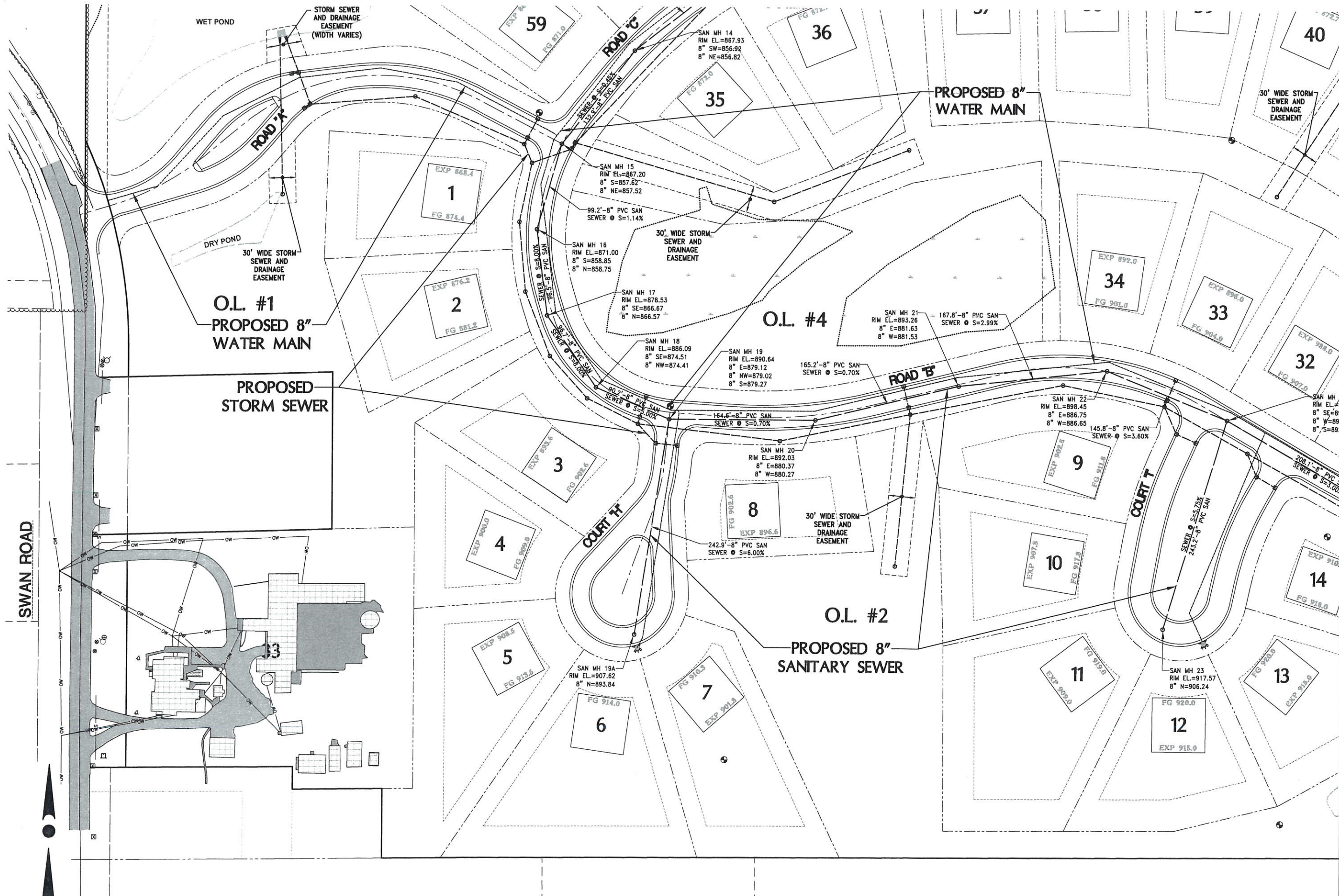
JOB NUMBER:
16024

DESCRIPTION:
PROPOSED
UTILITY PLAN

SHEET

C3.2

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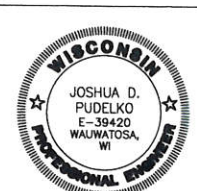


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CONTRACTOR IS REQUIRED TO CONTACT DIGGERS HOTLINE TOLL FREE TO OBTAIN LOCATION OF UNDERGROUND UTILITIES PRIOR TO COMMENCING THE WORK. WISCONSIN STATUTE 182.0715 REQUIRES MIN. OF 3 WORK DAYS NOTICE BEFORE YOU EXCAVATE.
CALL DIGGERS HOTLINE 1-800-212-3333

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PROJECT:
SWAN VIEW FARMS
SINGLE FAMILY RESIDENTIAL SUBDIVISION
CITY OF PEWAUKEE, WISCONSIN
BY: BWC INVESTMENTS LLC
N8W22520 JOHNSON DR.
WAUKESHA, WI 53186

REVISION HISTORY	
DATE	DESCRIPTION
08/17/2018	PRELIMINARY SUBMITTAL

DATE:
AUGUST 17, 2018

JOB NUMBER:
18024

DESCRIPTION:
PROPOSED
UTILITY PLAN

SHEET
C3.3



CONTRACTOR IS REQUIRED TO CONTACT DIGGERS HOTLINE TOLL FREE TO OBTAIN LOCATION OF UNDERGROUND UTILITIES PRIOR TO COMMENCING THE WORK. WISCONSIN STATUTE 182.0715 REQUIRES MIN. OF 3 WORK DAYS NOTICE BEFORE YOU EXCAVATE.
CALL DIGGERS HOTLINE 1-800-243-8511

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12643 W. NORTH AVE.
BROOKFIELD, WI 53005
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FAX: (262) 790-1481
EMAIL: jpuhelko@trioeng.com

PROJECT:
SWAN VIEW FARMS
SINGLE FAMILY RESIDENTIAL SUBDIVISION
CITY OF PEWAUKEE, WISCONSIN
BY: BWC INVESTMENTS LLC
N8W22S20 JOHNSON DR.
WAUKESHA, WI 53186

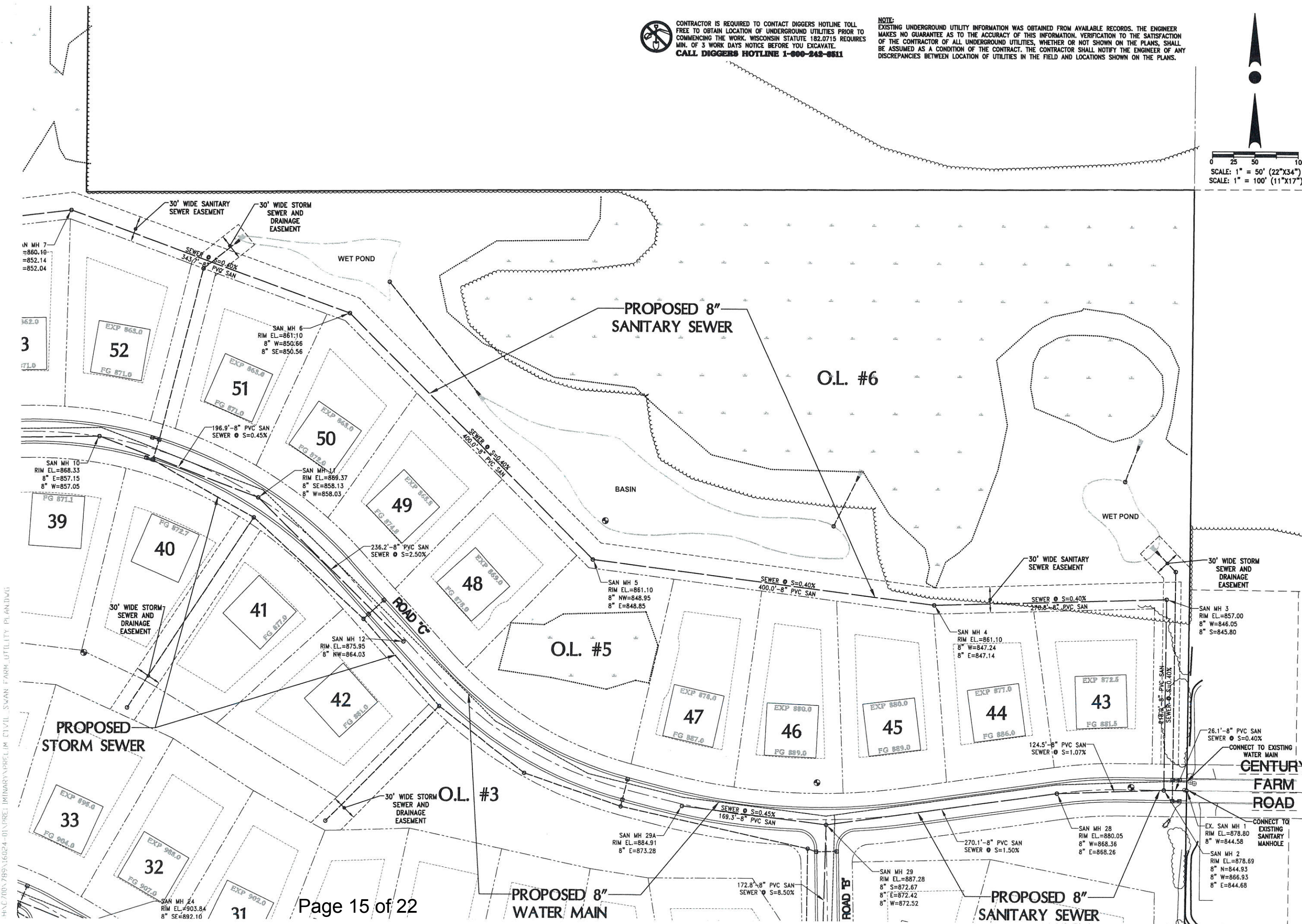
REVISION HISTORY	
DATE	DESCRIPTION
08/17/2018	PRELIMINARY SUBMITTAL

DATE:
AUGUST 17, 2018

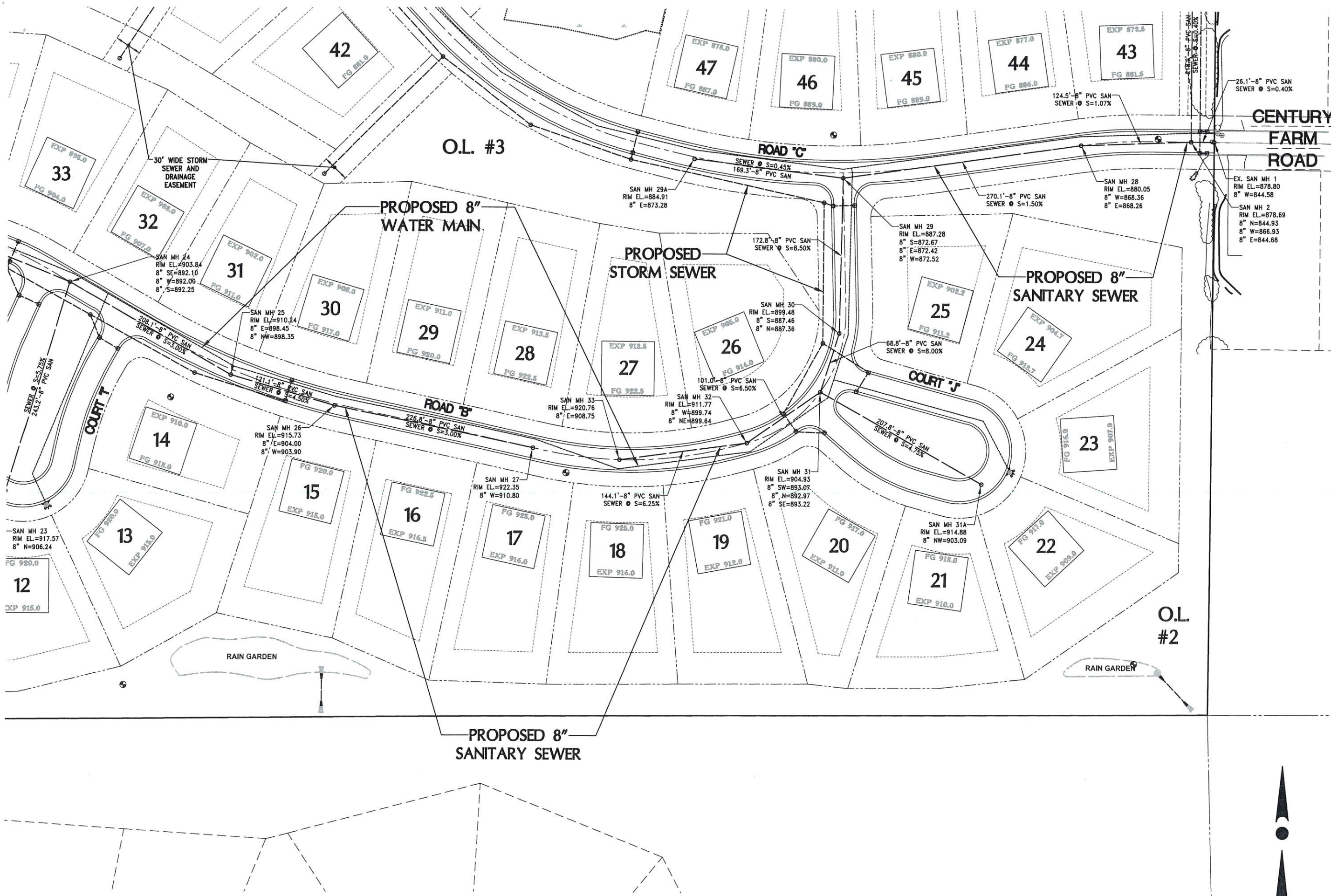
JOB NUMBER:
16024

DESCRIPTION:
**PROPOSED
UTILITY PLAN**

SHEET
C3.4



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CALL DIGGERS HOTLINE 1-800-243-8511

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Page 16 of 22

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SCALE: 1" = 50' (22"x34")
SCALE: 1" = 100' (11"x17")



PROJECT:
SWAN VIEW FARMS
SINGLE FAMILY RESIDENTIAL SUBDIVISION
CITY OF PEWAUKEE, WISCONSIN
BY: BWC INVESTMENTS LLC
N8W22520 JOHNSON DR.
WAUKESHA, WI 53186

REVISION HISTORY	
DATE	DESCRIPTION
08/17/2018	PRELIMINARY SUBMITTAL

DATE: AUGUST 17, 2018
JOB NUMBER: 16024
DESCRIPTION: PROPOSED UTILITY PLAN
SHEET C3.5



Wrayburn Consulting, LLC

info@wrayburnconsulting.com

13500 Watertown Plank Road, Suite 100

Elm Grove, WI 53122

262-893-3903

Date: September 12, 2018

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

From: Nick Fuchs, Wrayburn Consulting, LLC

RE: Swan Farm Property/Westridge Builders Preliminary Plat Subdivision
Development Review

Project Description

The applicant, BWC Investments, LLC, filed a Rezoning and Preliminary Plat Application for a single-family residential subdivision development located at approximately W239N4024 Swan Road.

Per the Year 2050 Land Use/Transportation Plan, the subject property is planned as Low – Medium Density Residential (1/2 AC. – 2 AC. / DU), Flood Plains, Lowland & Upland Conservancy, and Other Natural Areas and Water. The applicant is proposing to rezone the property from A-1 Agricultural District, A-2 Agricultural District, and LC Lowland Conservancy District to RS-4 Single-Family Residential District. *It is recommended that the LC Lowland Conservancy District remain and be updated to match current field delineations of wetlands within the property.*

The applicant is proposing an eighty-three (83) lot single-family subdivision with seven (7) outlots. The outlots primarily consist of wetlands, stormwater management facilities, walking paths and utility easements.

All lots conform to the RS-4 minimum lot area of 20,000 square feet and, according to the applicant, all lots have a width of at least 110 feet at the building setback line.

It is anticipated that the development will be constructed in two phases. Phase 1 will consist of the lots along Road A, B and C and Phase 2 will comprise of the northern portion of the development (Lots 60 through 82).

The applicant has indicated that two street trees will be planted per lot throughout the subdivision. Street trees will be planted at the time of individual Building Permits and home construction.

Recommendation

Staff recommends a motion recommending approval of the rezoning and Preliminary Plat to allow for the development of an 83-lot single-family residential subdivision upon property located at approximately W239N4024 Swan Road, subject to the applicant addressing all Department of Public Works comments outlined in the September 5, 2018 memorandum and

addressing comments within the letter from Wrayburn Consulting dated September 4, 2018, to the satisfaction of the City Engineer and City Administrator.



Wrayburn Consulting, LLC

info@wrayburnconsulting.com

13500 Watertown Plank Road, Suite 100

Elm Grove, WI 53122

262-893-3903

Date: September 4, 2018
To: Scott Klein, City Administrator
From: Nick Fuchs, Wrayburn Consulting, LLC
RE: Swan Farm Property (Westridge Builders) Preliminary Plat/Subdivision
Development Review

Comments and Recommendations:

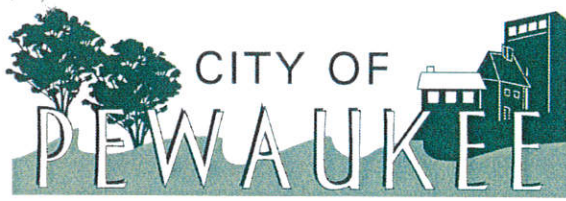
Below are preliminary comments and recommendations for the proposed Preliminary Plat and Site Development plans for the Swan Farm property located at approximately W239N4024 Swan Road.

1. Please provide the following information on the Preliminary Plat per Section 18.0303 of the City's Land Division Ordinance.
 - i. Property owners' names
 - ii. Suggested street names
 - iii. Existing zoning of adjacent parcels
 - iv. School district in which the Plat encompasses
2. Is any platting and/or construction phasing planned?
3. Were wetland delineations completed by an assured delineator or was WDNR concurrence received?
4. Please provide a tree removal plan per Section 18.0304c. of the Land Division Ordinance.
5. Are street trees proposed? It is recommended that one tree be planted per lot.
6. Please include density calculations on the Site Plan (number of dwelling units and net density) to demonstrate compliance with the Rs-4 District standard of 2.18 dwelling units per net acre.
7. Outlot numbering is not consistent throughout the plans and compared to the Preliminary Plat. Please revise accordingly.
8. Please make sure all required wetland setbacks are shown and labeled as such on the Preliminary Plat and development plans.
9. It is recommended that sidewalks be provided on at least one side of the street throughout the development. Alternatively, the proposed mowed trail could be expanded to be located behind or adjacent to the majority of lots within the subdivision. It is also recommended that the mowed trail be asphalt similar to the trail system within the subdivision development to the south.

Furthermore, a connection is recommended to the mowed trail to the south, which connects to the asphalt trails within that neighborhood. Please also consider a trail connection to Balmer Park.

10. It is recommended that a temporary turnaround be provided for Road G at the east property line.

11. A project narrative is recommended to provide project details and include additional information, such as estimated lot and home values, anticipated absorption, phasing, etc.
12. Draft subdivision documents should also be provided, particularly if design standards and/or restrictions for lots and homes are included.
13. Please label the lot width at the setback line to easily verify that lots meet the 110-foot width requirement (as many lots are narrower at the street).
14. The Preliminary Plat Development Summary indicates 83 lots; however, only 82 lots are proposed. Outlot No. 8 is also not numbered on the Plat.



Department of Public Works

W240N3065 Pewaukee Road

Pewaukee, WI 53072

Phone: (262) 691-0804 • Fax: (262) 691-5729

Email: publicworks@pewaukee.wi.us

MEMORANDUM

TO: Plan Commission

FROM: Jeffrey Weigel, Public Works Director & City Engineer

DATE: September 5, 2018

SUBJECT: Preliminary Plat of Swan View Farms

We have reviewed the preliminary plat of Swan View Farms and recommend approval with the following concerns:

- 1) The subject property is in the City of Pewaukee and not the Village of Pewaukee.
- 2) All public easements for sewer, water, storm sewer, or access should be located within outlots if not in the public right-of-way.
- 3) The "Homestead" parcel created in the southwest corner of the platted area should be a minimum of 2 acres in size in order to remain on private septic.
- 4) The remnant of Lot 1, CSM 2166 appropriately dedicates right-of-way along Swan Road. The redefinition of this lot creates a lot of less than 2 acres in size and should be served by sanitary sewer. (See #5.)
- 5) The sanitary sewer should be extended to the west boundary of the platted subdivision (Swan Road) at an elevation sufficient to serve the properties to the south, including Lot 1 of CSM 2166. Similarly, the sanitary sewer should be extended to the northerly property line, contingent on further investigation to sewer in the area.
- 6) The plat and attendant plans illustrate how the newly created parcels may be served by sanitary sewer and we do not object to these illustrations; however, more evaluation is required by the City as the northerly parcels (shown as parcels 60-82) have been planned to be served by sewer which would flow to the east and northeast. A sewer lift station was to be included in this area. Should further evaluation determine that the sewer service to parcels 60-80 can remain to the south and southeast (as shown), the developer will be required to provide a route for a future force main and perhaps a location for a lift station to serve the City lands to the west and north, generally pumping the wastewater to a future pipe located where Road "G" terminates at the east boundary of the development. Additionally, the plat and attendant plans illustrate parallel sewers running west-to-east in Road "G" from Road "D" to the easterly connection point in Century Farm Road, and also along the north property line of lots 43-55. We do not necessarily object to these parallel sewers, but we refrain from approving same until more evaluation of the internal sewer system is completed.
- 7) Water main is appropriately extended to Swan Road from existing Century Farm Road. Water main must also be extended from Road E/F north between lots 69/70 to the northerly boundary of the development, and the size of that extension may have to be larger in diameter – 10" or 12", depending on further evaluation. Similarly, the water main should be extended in Road G from Road F to the easterly boundary of the subdivision.

- 8) The diameter of the water main in Road D, between Road B/C and Road E/F may have to be larger in diameter—10" or 12", depending on further evaluation.
- 9) The execution of the final plat will be dependent upon the payment of \$2,069.19 for each new lot created in Swan Road street special assessments, and \$3,933.12 per lot created in Swan Road water special assessments (for 83 lots this calculates to \$171,742.77 in street assessments; \$326,448.96 in water main special assessments). Should the final plat be executed prior to October 1, 2019, then additional special assessments of \$3,866.16 per lot for sanitary sewer (\$320,891.28) would be due; but not if after October 1, 2019.
- 10) We recommend that the walking path between lots 69/70 be paved.
- 11) The conditions of approval should be subject to any conditions required by the State, Waukesha County and SEWRPC as part of their review process.
- 12) The City of Pewaukee Water Utility should consider the construction of a water main extension from the north boundary of the development between lots 69/70 (also being the south boundary of Balmer Park) north through Balmer Park to Lindsay Road, and then east in Lindsay Road to the water main in the Pewaukee Sports Complex in order to complete a much needed looped connection in the area.

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

DATE: October 15, 2018

DEPARTMENT: Clerk/Treasurer

PROVIDED BY:

SUBJECT:

Discussion and Possible Action to Appoint Frank Dorsey to the Tourism Commission [Mayor Bierce]

BACKGROUND:

FINANCIAL IMPACT:

RECOMMENDED MOTION: