

Office of the Clerk/Treasurer

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

**COMMON COUNCIL
MEETING NOTICE AND AGENDA
Monday, August 19, 2019
7:00 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. Approval of the Common Council Meeting Minutes Dated August 5, 2019
 - 3.2. Approval of Accounts Payable Listings
 - 3.3. Approval of Bartender License
 4. Discussion and Possible Action to Authorize Gun Club Pump Improvements [Mueller]
 5. Discussion and Possible Action to Authorize the Well #5 Radium Filtration Treatment Design, Equipment Replacement, and Building Addition, and to Re-Program Water/Sewer Capital Plan Accordingly [Weigel]
 6. Discussion and Possible Action to Allow the Property Located at N32 W22198 Shady Lane (PWC 0912-053) to Connect to the Sanitary Sewer in Hill 'n Dale Circle South Via Easement Across an Adjacent Parcel [Weigel]
 7. Discussion and Possible Action to Authorize and Pay for the Intersection Safety Study of Lindsay Road and CTH F (Redford Blvd.) as a Part of Their Overall Intersection Safety Study this Year [Weigel]
 8. Discussion and Possible Action Regarding **Ordinance 19-21** Rezoning the Property Located at N40 W27535 Glacier Road (PWC 0890-999-002) From Rs-2 Single-Family Residential District To Rs-3 Single-Family Residential District and Pthe roperty Bearing Tax Key No. PWC 0890-999-007 From Rs-2 Single-Family Residential District and UC Upland Conservancy District To Rs-3 Single-Family Residential District and UC Upland Conservancy District as Requested by Gary Klatt [Fuchs]
 9. Discussion and Possible Action Regarding a Certified Survey Map Application for Gary Klatt for Property Located at Approximately N40 W27535 Glacier Road for the Purpose of Reconfiguring Property Boundaries of Lots 1 and 2 and Outlots 1 and 3 of CSM No. 8822 (PWC 0890-999-002, PWC 0890-999-007) [Fuchs]
 10. Discussion and Possible Action Regarding a Certified Survey Map Application for William and

Tosca Russo for Property Located on Glacier Road for the Purpose of Reconfiguring Lot 3 and Outlot 2 of CSM No. 8822 (PWC 0890-999-004) [Fuchs]

11. Discussion and Possible Action Regarding **Ordinance 19-22** Rezoning Public Hearing the Property Located at N47 W22391 Weyer Road (PWC 0865-995-004, Formerly PWC 0865-997-004) From Rs-6 Single-Family Residential to Rs-4 Single-Family Residential for the Purpose of Combining the Lots Into One Parcel as Requested by Dennis Carlson [Fuchs]
12. Discussion and Possible Action Regarding a Certified Survey Map for the Dennis Carlson Property Located at N47 W22391 Weyer Road (PWC 0865-995-004, Formerly 0865-997-004 & 0865-994) for the Purpose of Combining Two Parcels [Fuchs]
13. Discussion and Possible Action Regarding a Certified Survey Map for the Still River Subdivision Outlot 10 (PWC 0950-102) Located on Still River Drive Owned by Outlot 10 LLC for the Purpose of Converting the Lot Into Two Single-Family Lots [Fuchs]
14. 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.
15. Adjournment

Kelly Tarczewski
Clerk/Treasurer

August 16, 2019

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: August 19, 2019

DEPARTMENT: Clerk/Treasurer

PROVIDED BY:

SUBJECT:

Approval of the Common Council Meeting Minutes Dated August 5, 2019

BACKGROUND:

FINANCIAL IMPACT:

RECOMMENDED MOTION:

ATTACHMENTS:

Description

CC Minutes 8-5-2019

In attendance:

Mayor Steve Bierce, Aldermen B. Bergman, C. Brown, B. Dziwulski, R. Grosch, J. Kara, and J. Wamser.

Also in Attendance:

Attorney S. Riffle, Administrator S. Klein, DPW Director J. Weigel, Fire Chief K. Bierce, Assistant Chief Hoppe, Division Chief Cook, several other Fire Department Officers and staff, Park & Recreation Director N. Phalin (arrived at 9:27 p.m.), Director of People and Culture K. Woldanski (arrived at 9:27 p.m.), City Planner & Community Development Director N. Fuchs, Lieutenant B. Ripplinger, and Clerk/Treasurer K. Tarczewski.

1. Call to Order and Pledge of Allegiance – Mayor Bierce called the meeting to order at 7:00 p.m.
2. Public Comment

Stephen Krings (N30 W26568 Peterson Drive) stated he reached out to his alderperson and City staff regarding the AirBNB that is operating on Peterson Drive. He said all he hears is “call the police”. He said he feels they have more to deal with than those complaints. He said this has been going on for a year and half. Mr. Klein stated there is a State law that allows for this activity. He said the City can’t be more restrictive.

Colleen Sheehy (N30 W26582 Peterson Drive) stated there are communities all over the country dealing with AirBNBs. She said there are safety issues and this home is being marketed to hold thirteen people. She voiced her concerns over the use of the bonfire pit. She said it was dangerously close to the house and there are density issues with the homes adjacent to it. The municipality should have guidelines to encourage responsible renters.

Tom Cotey (N30 W26576 Peterson Drive) stated the renters are not supervising their children and is cause for great concern. He said he has witnessed public urination which he feels is disrespectful to the people who live in that area.

Jeff Konkel (N30 W26550 Peterson Drive) stated he is concerned about the renters are patterning the other properties.

Mr. Krings stated the property is being rented out more than 80% of the time.

Lieutenant Ripplinger stated if there are issues with the garbage it should go through building inspection, but if there are issues with the bonfire or urination, the Sheriff’s Department should be notified while it is happening.

Attorney Riffle stated there are some guidelines under the State law. He said if it is really being rented out 80% of the year that is a violation of State law. The property owner can only rent it out a total of six months. He said the Sheriff’s Department can issue citations for violations.

3. Consent Agenda
 - 3.1. Approval of the Common Council Meeting Minutes Dated July 15, 2019
 - 3.2. Approval of Accounts Payable Listings
 - 3.3. Approval of Bartender License

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

4. Community Service Commendation Issued by the Pewaukee Fire Department

Chief Bierce state the Pewaukee Fire Department and the Village Police Department worked together to train over 250 teachers at Pewaukee High School related to the "Stop the Bleed" program. He said it is a proactive program designed to assist those that may experience some sort of trauma. Chief Bierce stated the Sheriff Department, Village Police Department and the Fire Department have been very proactive. He mentioned the Tactical Emergency Medical (TEM) training program. Chief Bierce stated they had a fundraiser and raised approximately \$30,000 to purchase the trauma kits for the schools. He also thanked the Common Council for their foresight and support over the years.

Chief Bierce and Assistant Chief Hoppe gave awards to Sergeant Nate Wright, Julie Budenhagen, Brett Markut, Jacob Bolt and Kerry Corrus of the Village Police Department. They also awarded Marvin Hendry, Tim Hetherington, Kevin McCartney and Eugene Sherman from the Pewaukee Fire Department the EMS Exceptional Duty Commendation medal. Lastly they presented Division Chief Cook with the Fire Officer Exceptional Duty Certificate.

5. Presentation Related to the Pewaukee Fire Department Strategic Plan and Accreditation Compliance Report

Chief Bierce stated a copy of the revised strategic plan and accreditation compliance report have been provided to the Council members. He said the strategic plan is based on current and forecasted community trends and needs. He stated the Pewaukee Fire Department is one of 230 fire departments in the nation that is fully accredited. He said the City's ISO rating is two. He said we are one of the top Fire Departments in the nation. He said their focus is the safety of the community.

Ms. Brown suggested possibly looking at a fire advisory committee. Chief Bierce stated he didn't feel that was necessary since there is good communication between the Village and the Fire Department. He said the Village contracts services and the City should control the budget.

6. Presentation of 2018 Audit Report

Mike Rotroff from Rotroff/Jeanson was present for this item. He stated the City is in great financial shape. He said it was another year where the City exceeded its revenue prediction and the expenses were less than budgeted. He said the general fund balance increased by approximately \$1.2 million. He said the fund balance is approximately 43% of a year's worth of revenues. He said the other funds are intended to be spent such as the Storm Water, Debt Service and construction funds. He said staff does a great job.

Mr. Rotroff stated the auditor who typically does the City's audit retired and therefore the firm can no longer do the City's audits. He said their firm has been doing the City's financials since 1978.

7. Presentation of the Police Services Quarterly Report

Lieutenant Ripplinger stated the statistics are status quo from last year. He said the department continues to do community service contacts and business checkups. He stated Badges and Buddies fishing will be ending soon and the sponsor picnic for the community programs is scheduled for August 20th. He said it will be held at the Sports Complex. Lieutenant Ripplinger said the Metro Drug

Unit did a highway interdiction program and remains busy. They will be sponsoring a drug take back program on October 26th here at City Hall. He said they were approved for some grants and it looks good for next year too. Lieutenant Ripplinger reported that Lieutenant Beal is retiring at the end of this year with 30 years of service. The Sheriff's Department will transition Lieutenant Nicholas Olinger in and Lieutenant Beal out around August 18th.

8. Discussion and Possible Action to Install No Parking Signs on the South Side of Northview Road Opposite South Park

Mr. Weigel state he received an email this past June inquiring about having "no parking" signs installed on Northview Road near South Park. He said he spoke with Lieutenant Ripplinger who noticed it on rare occasions. He said Ms. Woldanski had the same opinion. He said they sent letters to the residents in that area to inform them that the City was considering the "no parking" signs inviting them to comment. Mr. Weigel stated he heard from two residents; Mr. Kehoss who objects to the proposal and Robert and Shannon Gillen who support the proposal.

Ms. Brown believes this stems from the beer garden event. She said she doesn't feel that is an appropriate venue for that event. She added that she didn't feel it is necessary to have "no parking" signs posted. Mr. Dziwulski stated he didn't think the signs would be a deterrent.

No action was taken on this item.

9. Discussion and Possible Action Related to the Emerald Acres Flood Mitigation Project

- 9.1 Authorize the execution of the Temporary Construction Easement with Larson Properties Family Limited Partnership
- 9.2 Authorize Scheduling the Common Council Public Information and Comment Meeting on the Proposed Project
- 9.3 Conceptually Approve the Reprograming of \$885,000 of 2019 Storm Water Projects to Fulfill the Estimated Funds Necessary for Awarding a Construction Contract
- 9.4 Authorize Staff to Schedule the Bidding of this Project this Fall

Mr. Weigel stated this project has been ten years in the making, filled with various permitting and easements requirement challenges. He stated he is asking for several actions this evening. First he is looking for authorization for a temporary access easement across the Larson property. Secondly, since the project is more than \$2 million it requires a public information and comment meeting to be scheduled. Thirdly, he is requesting conceptual authorization to reprogram funds in the approximate amount of \$885,000 from the storm water projects account to this project account. He said currently the project budget is \$1.79 million with contingencies. He said the total project cost is estimated at \$2.67 million. Fourthly, authorization to go ahead and bid the project this fall.

A motion was made and seconded, (B. Dziwulski, J. Wamser) to authorize the temporary construction easement with Larson Properties Family Limited Partnership.

Motion Passed: 6-For, 0-Against.

Common Council members also agreed to schedule a public information meeting prior to a regular Common Council meeting starting at 6:00 p.m. None of the Common Council members indicated an issue with reprogramming the needed funds or having staff go out to bid for the project.

10. **PUBLIC HEARING**, Discussion, and Possible Action Regarding **Resolution 19-08-18** and **Ordinance 19-19** to Amend the Comprehensive Master Plan to Change the Year 2050 Land Use/Transportation Plan Use Designation for the Waukesha County Technical College for Property Located at N35 W255 Main Street (PWC 0925-998) From Transportation/Utilities to Government/Institutional

Mr. Fuchs stated there is an existing home on the north end of the WCTC property that they would like to use for an electrical apprentice training, therefore the zoning needs to be updated to accommodate the use. He said the only proposed site improvement is a walkway from the parking lot to the building. Mr. Fuchs stated the Plan Commission recommends approval contingent upon WCTC installing a barrier across the existing driveway.

Mayor Bierce opened the public hearing. No one came forward and he immediately closed the public hearing.

A motion was made and seconded, (J. Kara, B. Dziwulski) to approve the amendment to the comprehensive master plan. Motion Passed: 6-For, 0-Agains.

11. Discussion and Possible Action Regarding **Ordinance 19-18** to Rezone the Property Located at N35 W255 Main Street (PWC 0925-998) From Rs-3 Single-Family Residential to I-1 Urban Institutional for the Purpose of Training Electrical Apprentices in a Residential Building at the Request of the Waukesha County Technical College

A motion was made and seconded, (J. Kara, R. Grosch) to concur with the Plan Commission and rezone the property to I-1 Urban Institutional as long as the conditions are met.

Motion Passed: 6-For, 0-Against.

12. **PUBLIC HEARING** and Discussion and Possible Action Regarding **Resolution 19-08-17** and **Ordinance 19-17** Amendment to the Comprehensive Master Plan to Change the Year 2050 Land Use/Transportation Plan Use Designation for the Robert J. Stenz Family Trust Property Located at the Northwest Corner of Golf Road and Meadowbrook Road (PWC 0940-999-001) From Low - Medium Density Residential and Flood Plains, Lowland and Upland Conservancy, and Other Natural Areas to Medium-Density Residential and Flood Plains, Lowland and Upland Conservancy, and Other Natural Areas

Mr. Fuchs stated Items 12 -14 are related to this development. He commented this project was before Common Council on June 3rd and the request was denied. He said the applicant revised his plan and has reapplied. Mr. Fuchs stated the use is the same and the density was reduced by changing buildings 9 & 10 from four units to two units and increased the green space by shortening the cul-du-sac by ten feet. Mr. Fuchs stated Plan Commission and staff recommended approval. At this time Mayor Bierce opened the public hearings on both items 12 and 14.

Lynn Voss (W273 N1525 Lakefield Drive) stated she was concerned that there are no sidewalks in this area and the kids ride bikes on the road. She said traffic will be increased. She said it is a large development and is concerned over the lack of green space. She said animals will lose their homes. Ms. Voss stated there are water issues in the area. She stated she was confused on how we got here, after action was already taken on this development. She said she doesn't see how that is right.

Gerald Glocka (W273 N1582 Lakefield Drive) asked why the Council was revisiting this request. He said Mr. Klein told him the developer is welcome to raise the issue whenever he wants. Mr. Glocka

asked what recourse the residents have to get a better result. Mr. Glocka stated he objects to this development because it is too dense. He voiced his concerns related to the increased traffic flows, and the decrease in property value and water issues. He asked Common Council to vote 'no'.

David Crawford (N17 W27310 Lakefield Drive) stated he read the June 3rd meeting minutes and had concerns. He said the homes along Lakefield Drive do have water problems and flooding is an issue. He said Dan Scardino said there was a need for condominiums in the mid/high level range. He said he searched this and there are plenty of condos currently on the market. He said a different realtor told him single family development is needed. He said Mr. Bergman stated a single family development would not work. He asked how Mr. Bergman came to that opinion. Mr. Crawford stated Mr. Bergman said, "...it is a tool to get development..." Mr. Crawford stated it seems the City is bending the rules instead of sticking to what is sensible for the community. He projected the assisted living facility would bring in 100 people into the area daily. He said he was in favor of single family development in the area, but just not at this density.

Terry Brooks (W273 N1640 Lakefield Drive) said the focus of this development has been land use, not the quality of life. He said the Plan Commission's recommendation is one dimensional. He asked the Common Council to vote 'no'.

Rita Nell (N16 W27380 Riverland Drive) asked why they are here again since the project was voted against already. She said none of their previous issues have been addressed. She asked Common Council to vote 'no'.

Bret Estes (W275 N1555 Riverland Drive) stated he did research regarding property values comparing multi-family developments against single-family as well as what happens when group homes are developed near residential areas. He said there are approximately 50 research papers from 1970-1990 related to subsidized housing. In 2000 there was a paper written about property values decreasing once a group home is developed. Another study in 2017 indicates an increase of crime within 1,000 feet of assisted living facilities and multi-family housing. He said another research paper in 2019 indicates homes within a 1/2 mile of a nursing home significantly decrease in property value for single family homes. He said only one resident is going to benefit from this development and urged the Common Council to vote 'no'.

Jessica Grandlich (W273 N1542 Riverland Court) stated she continues to have the same concerns as last time. She said this plan is too dense. She asked since when do we care about the profit of one individual over the citizens of Pewaukee. She said there are no sidewalks and will be a safety issue. Ms. Grandlich stated the traffic will increase and there will be more noise and crime. She said she doesn't want random people driving through their subdivision. She said this development will decrease the value of their home. She asked Common Council to vote against this plan.

Kurt Dunbar (W273 N1542 Riverland Court) stated he feared the clear cutting would affect the tree buffer and would ruin the eco system. He said soil will be covered with pavement which would cause increased water concerns for the area. He said this property has been listed for four years and it is overpriced that is why the developer needs to put so much into this area to be profitable. He asked the Common Council to not sacrifice the safety and integrity of the neighborhood and vote 'no' against the rezoning.

Chad Osmanski (W73 N1591 Lakefield Drive) stated there haven't enough changes to the development proposal to change the original vote. He said safety, high density and traffic is a concern. He urged the Common Council to vote 'no'.

Tim Effertz (N16 W27500 Riverland Drive) stated he is concerned with the increase of traffic that this development will bring. He said the new proposal hasn't changed much. He said it is nice to have a relatively safe and quiet neighborhood. Mr. Effertz stated the medical facility will increase traffic and possibly increase crime. He asked the Common Council to vote 'no'.

Susan Glocka (W273 N1582 Lakefield Drive) said she is not against development on that land but she'd like the Council to consider that they were told it would be single family homes. She asked the Common Council to vote 'no' to the multi-family development.

Tony Zanon from Pinnacle Engineering was present with the Developer Jim Forester. Mr. Zanon stated they were back because there were changes made to their plan. He said they went before the Plan Commission five to six times and changes were made at their direction. He said they wanted all Common Council members present to determine the outcome of the development so that they could get everyone's feedback. He further summarized all the changes that were made and how they worked with the Lake Pewaukee Sanitary District for sewer capacity. He said they will follow all DNR and City regulations related to storm water. He addressed the traffic and safety issues. He said two other developers previously considered this site but couldn't make it work.

Dan Scardino from Point Real Estate stated it is always difficult to develop next to an adjacent development. Change is difficult. He said he has worked with the property owner for the past four years. He said they tried to meet with the neighbors to address concerns. He addressed the storm water issues and said it would be released slower. He said the developer has created bigger setbacks than required. He said if single family homes were developed in this area near the freeway they would most likely be lower-end homes. He said the developer is putting in higher end condos. He said he hopes the neighbors realize what the ramifications are either way.

Mr. Glocka asked how a single family homeowner would say they are too close to the freeway but a condo owner would be okay with it. He said a single family owner would take care of their home and the continuity of the neighborhood.

An unknown woman stated she was told the long range plan for that area was single family development. She said she built on good faith.

Gailyn Crivello (W274 N1596 Riverland Drive) stated her house is assessed at \$500,000 and doesn't consider it to be a low income home. She said the access to the freeway has been important to her family. She said people are using the access road to avoid traffic and accidents on the freeway.

Mrs. Glocka stated her neighborhood is in that same area and they had no issues purchasing near the freeway. She said the realtor indicated that the neighborhood doesn't want progress in that area, she said that was unfair. She said they aren't opposed to development but asked the Common Council to keep the continuity of the neighborhood as single family.

Mayor Bierce closed the public hearing at this time. Mr. Grosch asked what the storm water pond capacity is. Mr. Weigel stated they are designed to the 2/10/50/100 years with correlating release rates. He said the flow factors pre-settlement vs development. He said they don't hold it all in, they detain it and release at a slower rate.

Ms. Brown asked if there was any storm water retention planned for the area where the memory facility is proposed. Mr. Weigel stated water would go downhill and it either has to be incorporated in this development as being proposed or taken care of themselves prior to be released. He said it is conceptual at this time. Ms. Brown asked if there would be flood issues. Mr. Weigel stated it is the same design standard and you build to the theoretical storms to contain it, but Mother Nature could send you something heavier. Ms. Brown asked if the proposed berms would cause more flooding issues for the properties already having issues. Mr. Weigel stated berms block flow. Mr. Zanon stated they don't have berms along the west. He said they have moved buildings away from the west property line and will build a swale to divert the water into their storm water ponds. He said the outlot on the far south end does not have its own storm water and it will go down in a swale system into a storm water pipe that is sized for a 100 year storm and will pipe down to three storm water ponds on the far north end, south of the wetland, and will be directed for northerly discharge. It will have appropriate over flows.

Mr. Zanon addressed the traffic concerns and stated an analysis was completed.

Ms. Brown stated the development is very dense and she had major concerns, including safety issues and is not in favor of this development.

Mr. Bergman stated as a member of the Plan Commission they have negotiated changes to this development because they have heard the concerns of the neighbors. He said the Plan Commission and staff members have recommend approval of this development several times. He said he felt this development makes sense for this location. He said this land is on a corner lot bordered by a busy Meadowbrook Road and busy Golf Road and a busy freeway. He said having a denser residential area transitioning to a busy road is a common planning tool, he said this is a good location for this development. He asked the Common Council to look at the elevations of this project. He asked them to look at the quality of the units, he said this was not a cheap development. He said this development is trading quality for density. He said with the amount of infrastructure needed for this project, density is need to make it work. Mr. Bergman also commented on the earlier comment of Mr. Crawford, he said the comment he originally made was regarding why the City has PUDs. He said he was in favor of the development.

Ms. Brown state the Plan Commission does a great job at making sure high quality development comes to Pewaukee with great detail, but the Common Council members represent the residents in their district.

Mr. Dziwulski stated he feels they are high quality units but the density is too much.

Mr. Grosch asked if the developer was considering installing a bike or pedestrian trail so that people could easily access the Lake Country Trail. Mr. Klein stated there was discussion but nothing was finalized at this time.

A motion was made and seconded, (R. Grosch, J. Wamser) to amend the comprehensive master plan and change the zoning to allow for the residential development as requested by the Stenz Family. Motion Failed: 3-For, 3-Against (B. Dziwulski, J. Kara, C. Brown). Mayor Bierce broke the tie vote by voting against the motion.

13. Discussion and Possible Action Regarding **Ordinance 19-18** Rezoning the Property Located on Golf Road and CTH G (PWC 0940-999-001) from A-1 Agricultural, LC Lowland Conservancy &

F-1 Floodplain District to Rm-1 Multiple-Family Residential, LC Lowland Conservancy & F-1 Floodplain District for the Purpose of Allowing for Residential Development as Requested by the Robert J. Stenz Family Trust

No action was taken on this item since there was no change made to the Comprehensive Master Plan.

14. **PUBLIC HEARING**, Discussion and Possible Action Regarding the Conditional Use and Site and Building Plans for the Robert J. Stenz Family Trust Property Located at the Northwest Corner of Golf Road and Meadowbrook Road (PWC 0940-999-001) as Requested by Jim Forester for the Purpose of Constructing 46-Unit Condominium Development and a 38-Unit Conceptual Assisted Living/Memory Care Facility

No action was taken on this item since there was no change made to the Comprehensive Master Plan.

15. Discussion and Possible Action Regarding the Appointments to Various Boards, Commissions and Committees

Mayor Bierce had no new appointments at this time.

16. Discussion and Possible Action on Either Cancelling the September 2nd Common Council Meeting or Rescheduling it Due to the Labor Day Holiday

After a brief discussion the meeting on September 2nd is tentatively cancelled unless something comes up.

17. Discussion and Possible Action to Select the Trick-or-Treat Date and Time for 2019

A motion was made and seconded, (B. Dziwulski, C. Brown) to set the 2019 Trick-or-Treat date and time to Sunday, October 27th from 4-6 p.m. Motion Passed: 5-For, 0-Against (B. Bergman)

18. Public Comment – None.

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

- §19.85(1)(g): Conferring with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved, specifically related to BCF Construction and the Sports Complex Development and Spring Creek Church

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

A motion was made and seconded, (B. Dziwulski, B. Bergman) to go into closed session at 9:29 p.m. Motion Passed Via Roll Call Vote: 6-For, 0-Against.

20. Adjournment

A motion was made and seconded, (J. Wamser, J. Kara) at 9:59 p.m. to adjourn the meeting from closed session. Motion Passed: 6-For, 0-Against.

Respectfully Submitted,
Kelly Tarczewski – Clerk/Treasurer

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

DATE: August 19, 2019

DEPARTMENT: Clerk/Treasurer

PROVIDED BY:

SUBJECT:

Approval of Accounts Payable Listings

BACKGROUND:

FINANCIAL IMPACT:

RECOMMENDED MOTION:

ATTACHMENTS:

Description

A/P 8-19-2019

| ACCOUNTS PAYABLE FOR 2019 | 8/19/2019 | TOTAL: | \$ 993,937.91 |
|------------------------------------|---------------|-----------------|--------------------------------|
| Vendor Name | Document Date | Document Amount | Transaction Description |
| 1ST AYD | 7/15/2019 | \$ 911.15 | FD CLEANING SUPPLIES |
| ACCONTEMPS | 6/19/2019 | \$ 1,557.90 | CT LABOR FOR ACCOUNTING TEMP |
| ADP SCREENING & SELECTION SERVICES | 7/29/2019 | \$ 230.03 | HR EMPLOYMENT EXAMS |
| ADP, LLC | 7/19/2019 | \$ 1,762.20 | HR ADP |
| ADVANCE NAME PLATE & BADGE | 7/10/2019 | \$ 12.93 | CT NAME PLATE |
| ADVANCE NAME PLATE & BADGE | 5/10/2019 | \$ 12.93 | CT NAME PLATE |
| ADVANCED DISPOSAL | 6/30/2019 | \$ 9,153.15 | HWY TEMP RO TRASH |
| AECOM | 7/5/2019 | \$ 3,469.83 | SWM FLOOD ANALYSIS |
| AECOM | 7/31/2019 | \$ 1,265.79 | SWM MANAGEMENT PLAN REVIEW |
| AECOM | 7/31/2019 | \$ 7,294.86 | SWM FLOOD ANALYSIS |
| AILCO EQUIPMENT FINANCE GROUP | 8/1/2019 | \$ 412.00 | IT ENGINEERING PLOTTER LEASE |
| AIRGAS | 7/9/2019 | \$ 78.10 | FD OXYGEN |
| AIRGAS | 7/23/2019 | \$ 211.40 | FD OXYGEN |
| ALL-WAYS CONTRACTORS, INC | 7/15/2019 | \$ 40.00 | SWM SCREENED PICKUP |
| ALL-WAYS CONTRACTORS, INC | 7/15/2019 | \$ 40.00 | SWM SCREENED PICKUP |
| ALL-WAYS CONTRACTORS, INC | 7/25/2019 | \$ 40.00 | SWM SCREENED PICKUP |
| ALL-WAYS CONTRACTORS, INC | 7/1/2019 | \$ 42.00 | SWM SCREENED PICKUP |
| ALTIUS BUILDING CO | 7/23/2019 | \$ 5,000.00 | BLD ERSN BND RFND 180338 |
| ALTIUS BUILDING CO | 7/23/2019 | \$ 5,000.00 | BLD ERSN BND RFND 180339 |
| ARAMARK | 7/25/2019 | \$ 79.73 | HWY UNIFORMS |
| ARAMARK | 7/11/2019 | \$ 79.73 | HWY UNIFORMS |
| ARROW INTERNATIONAL | 7/15/2019 | \$ 562.50 | FD 45 MM NEEDLES |
| ASPEN HOMES | 7/26/2019 | \$ 500.00 | BLD OCC BND RFND 190023 |
| AT&T CAROL STREAM IL | 7/10/2019 | \$ 297.81 | CT PHONE CHARGES |
| BATTERIES PLUS BULBS | 7/22/2019 | \$ 26.95 | SW 12 V LEAD |
| BEN WESTON | 8/1/2019 | \$ 100.00 | CT DEER MANAGEMENT 2019 |
| BOUCHER CHEVROLET | 7/30/2019 | \$ 1,123.17 | FD REPLACE A/C CONDENSER |
| BOUNDTREE MEDICAL | 7/12/2019 | \$ 102.86 | FD FIRST AID REMEDY KIT |
| BOUNDTREE MEDICAL | 7/12/2019 | \$ 14.29 | FD BLOOD GLUCOSE TEST STRIPS |
| BOUNDTREE MEDICAL | 7/16/2019 | \$ 102.86 | FD FIRST AID REMEDY KIT |
| BOUNDTREE MEDICAL | 7/15/2019 | \$ 559.88 | FD SAFETY SUPPLIES |
| BOUNDTREE MEDICAL | 7/10/2019 | \$ 438.96 | FD SAFETY SUPPLIES |
| BOUNDTREE MEDICAL | 7/25/2019 | \$ 5.48 | FD CURAPLEX ENDOTRACHEAL TUBE |
| BOUNDTREE MEDICAL | 7/24/2019 | \$ 442.18 | FD MEDICAL SUPPLIES |
| BOUNDTREE MEDICAL | 7/24/2019 | \$ 13.80 | FD CATHERIZATION KIT |
| BOUNDTREE MEDICAL | 7/23/2019 | \$ 6.90 | FD IRRIGATION STERILE WATER |
| BROOKFIELD, CITY OF | 6/30/2019 | \$ 17,371.15 | SW 2ND QTR PROCESS CHARGES |
| BROOKFIELD, CITY OF | 6/30/2019 | \$ 237,886.66 | SW 2ND QTR OPERATING CHARGES |
| BS&A SOFTWARE | 7/12/2019 | \$ 5,000.00 | IT SOFTWARE SETUP/ SPCL ASSESS |
| CHALLENGER BATTERY SERVICE | 7/30/2019 | \$ 70.00 | FD 48 BATTERY |
| CINTAS CORP. | 7/15/2019 | \$ 121.17 | FD MATS |
| CINTAS CORP. | 7/17/2019 | \$ 195.09 | HWY FIRST AID SUPPLIES |
| CLEAR STREAM RECYCLING | 8/2/2019 | \$ 306.00 | P&R RECYCLING BAGS |
| COMMUNICATIONS ENGINEERING CO | 6/30/2019 | \$ 360.00 | IT CH EMPLOYEE ENTRANCE DOOR |
| CONCENTRA, INC | 7/15/2019 | \$ 86.50 | HR EXAMS |
| CUMMINS SALES & SERVICE | 5/3/2019 | \$ 1,023.98 | ITGENERATOR ANNUAL MAINTENANCE |
| CUMMINS SALES & SERVICE | 7/24/2019 | \$ 948.67 | IT ANNUAL GENERATOR MAINT STN1 |
| CUMMINS SALES & SERVICE | 9/12/2018 | \$ 31.46 | HWY WASHER SEALING |

| | | | | |
|-------------------------------------|------------|----|-----------|--------------------------------|
| CUMMINS SALES & SERVICE | 9/18/2018 | \$ | 240.63 | HWY FILTER FUEL |
| CUMMINS SALES & SERVICE | 9/24/2018 | \$ | 30.68 | HWY HEAD CAP / FLANGE CAP |
| DAN PLAUTZ CLEANING SERVICE | 7/22/2019 | \$ | 2,383.50 | HR CLEANING OF FACILITY IN JUL |
| DEAN EPPLER | 7/24/2019 | \$ | 22.62 | BLD MILEAGE REIMBURSEMENT |
| DEPT OF WORKFORCE DEVELOPMENT | 7/3/2019 | \$ | 1,899.60 | CT UNEMPLOYMENT |
| DEPT OF WORKFORCE DEVELOPMENT | 8/5/2019 | \$ | 3,457.92 | CH UNEMPLOYMENT |
| DIGGERS HOTLINE | 7/31/2019 | \$ | 2,969.25 | SW PREPAYMENT FOR TICKETS |
| DIVERSIFIED BENEFIT SERVICES | 7/16/2019 | \$ | 195.80 | CT JULY FSA 2019 |
| DIVERSIFIED BENEFIT SERVICES | 8/2/2019 | \$ | 305.50 | CH AUG 2019 HRA |
| DWYER, CHARLIE | 8/8/2019 | \$ | 141.52 | BLD MILEAGE REIMB FOR DWYER |
| EPR SYSTEMS USA INC | 8/7/2019 | \$ | 8,545.00 | FD ANNUAL SUBSCRIPTION FEES |
| FIRE SAFETY USA, INC. | 6/30/2019 | \$ | 265.00 | FD REPAIR SPEAKER SYSTEM |
| FIRE SERVICE INC | 7/22/2019 | \$ | 37.77 | FD MOUNTING SPRING CLIP |
| GRENZ SERVICE CO. LLC | 7/16/2019 | \$ | 120.00 | FD ADJ TEMP IN DOOR |
| GRIFFIN FORD | 7/25/2019 | \$ | 54.19 | FD FORD EXPLORER OIL CHANGE |
| HAWKINS, INC. | 7/17/2019 | \$ | 4,808.72 | SW AZONE SDM SILICATE TONKAZOR |
| HEARTLAND BUSINESS SYSTEMS | 7/12/2019 | \$ | 184.00 | IT NONSERVER NTWK MNTRING JULY |
| HEARTLAND ENVIRONMENTAL DISTRIBUTOR | 7/11/2019 | \$ | 80.98 | SWM HOT PINK MARKING PAINT |
| HEINEN, JOHN | 8/7/2019 | \$ | 408.00 | P&R SOFTBALL UMP |
| HOMES BY TOWNE OF WISCONSIN | 7/15/2019 | \$ | 500.00 | BLD OCC BND RFND 181429 |
| HUMPHREY SERVICE PARTS, INC | 7/23/2019 | \$ | 88.85 | HWY OIL AND FUEL FILTERS |
| HUMPHREY SERVICE PARTS, INC | 7/15/2019 | \$ | 14.96 | HWY OIL FILTER |
| HUMPHREY SERVICE PARTS, INC | 7/23/2019 | \$ | 7.82 | P&R FILTER |
| HUMPHREY SERVICE PARTS, INC | 7/2/2019 | \$ | 20.69 | P&R OIL FILTER |
| HUNKEL, STEVEN SCOTT | 8/7/2019 | \$ | 120.00 | P&R ADULT SOFTBALL UMP |
| IMEG CORP | 7/8/2019 | \$ | 2,708.48 | SWM LND SURVEYOR & TRAVEL |
| IMEG CORP | 10/26/2017 | \$ | 1,000.00 | ENG BRIDGE INSPECTION |
| IMEG CORP | 7/22/2019 | \$ | 10,951.45 | SWM BRIDGE REPLACEMENT |
| INFORMATION TECH. PROF. LLC | 7/15/2019 | \$ | 1,685.00 | IT REMOTE MAINTENANCE SERVER |
| INTERSTATE POWER SYSTEMS | 7/19/2019 | \$ | 248.09 | FD TRK REPAIR |
| IS OUTFITTERS | 7/15/2019 | \$ | 631.25 | IT SUPPORT FIRE STATION 1 |
| IS OUTFITTERS | 7/29/2019 | \$ | 250.00 | IT SUPPORT PAN-OS VERSIONS |
| J.F. AHERN COMPANY | 7/19/2019 | \$ | 793.00 | FD SPRINKLER INSPECTION |
| JANE KERWIN HOMES | 8/1/2019 | \$ | 500.00 | BLD OCCUP BND RFND 180970 |
| JENSEN EQUIPMENT | 7/10/2019 | \$ | 45.90 | HWY WSUPER CHISEL CHAIN |
| JENSEN EQUIPMENT | 7/9/2019 | \$ | 61.35 | HWY BAR/CHAIN OIL GAL PLTNM |
| JERRY'S AUTOMOTIVE SERVICE LLC | 7/24/2019 | \$ | 22.36 | SW MOUNT AND BALANCE TIRE |
| JERRY'S AUTOMOTIVE SERVICE LLC | 7/30/2019 | \$ | 116.48 | FD TAHOE SCAN ENGINE CODES |
| JK LAWN SERVICE | 6/30/2019 | \$ | 220.00 | FD LAWN SERVICE |
| JK LAWN SERVICE | 6/30/2019 | \$ | 228.00 | FD LAWN SERVICE |
| JK LAWN SERVICE | 6/3/2019 | \$ | 380.00 | SW LAWN SERVICE |
| JK LAWN SERVICE | 6/30/2019 | \$ | 240.00 | SW LAWN SERVICE |
| JOE WILDE CO | 7/18/2019 | \$ | 226.36 | CT REPLACED CABLE AND OIL DOOR |
| JOHN'S DISPOSAL SERVICE | 8/1/2019 | \$ | 76.25 | CT YARD WASTE STICKERS |
| JOHN'S DISPOSAL SERVICE | 7/25/2019 | \$ | 50,161.47 | ENG CONTRACTED GARBAGE |
| JX TRUCK CENTER | 7/15/2019 | \$ | 199.45 | FD KENWORTH T270 SERVICE |
| JX TRUCK CENTER | 7/11/2019 | \$ | 575.14 | FD KENWORTH T270 SERVICE |
| JX TRUCK CENTER | 7/26/2019 | \$ | 164.21 | HWY POWER STEERING |
| JX TRUCK CENTER | 7/15/2019 | \$ | 125.92 | HWY THIN PROFILE LED PIGTAIL |
| KAEREK HOMES INC | 6/27/2019 | \$ | 2,000.00 | BLD ERSN BND RFND 171910 |
| KAEREK HOMES INC | 7/11/2019 | \$ | 2,000.00 | BLD ERSN BND RFND 170992 |
| KAEREK HOMES INC | 7/11/2019 | \$ | 2,000.00 | BLD ERSN BND RFND 171473 |

| | | | | |
|---------------------------------------|-----------|----|-----------|--------------------------------------|
| KAEREK HOMES INC | 7/19/2019 | \$ | 2,000.00 | BLD ERSN BND RFND 170067 |
| KAESTNER AUTO ELECTRIC CO. | 7/24/2019 | \$ | 178.94 | SW HOSE AND ADAPTER |
| KAESTNER AUTO ELECTRIC CO. | 7/10/2019 | \$ | 447.00 | HWY CLASS 1 LED / AMB CLR STRB |
| KM SPORTS | 7/23/2019 | \$ | 151.00 | CT CLOTHING |
| KM SPORTS | 7/29/2019 | \$ | 70.00 | FD EMBROIDERY CHARGES |
| KMB ELECTRIC | 7/14/2019 | \$ | 948.50 | AD BULB REPLACEMENT TO LED |
| KWIK TRIP | 7/2/2019 | \$ | 3,895.76 | FD FUEL |
| LAMERS BUS LINE | 7/25/2019 | \$ | 683.98 | P&R BUS RENTAL FIELD TRIPS |
| LAMERS BUS LINE | 7/25/2019 | \$ | 396.00 | P&R BUS RENTAL FIELD TRIPS |
| LAMERS BUS LINE | 7/25/2019 | \$ | 396.00 | P&R BUS RENTAL FIELD TRIPS |
| LAMERS BUS LINE | 7/25/2019 | \$ | 396.00 | P&R BUS RENTAL FIELD TRIP |
| LAMERS BUS LINE | 7/25/2019 | \$ | 396.00 | P&R BUS RENTALS FIELD TRIP |
| LAMERS BUS LINE | 7/25/2019 | \$ | 396.00 | P&R BUS RENTAL FIELD TRIPS |
| LAMERS BUS LINE | 7/25/2019 | \$ | 132.00 | P&R BUS RENTAL |
| LANNON STONE PRODUCTS | 7/14/2019 | \$ | 141.06 | SWM RR LIGHT |
| LANNON STONE PRODUCTS | 7/19/2019 | \$ | 1,920.41 | P&R PSC GRAVEL FOR PAD |
| LARSON, CHERRIE | 8/8/2019 | \$ | 235.20 | P&R FEARLESS DRAWING CLASS |
| LAWN BOYZ CUSTOM CARE | 7/30/2019 | \$ | 2,295.84 | CT LAWN CARE PILGRIMS REST |
| LEAGUE OF WI MUNICIPALITIES | 8/5/2019 | \$ | 190.00 | ASR MNCPL ASR INSTITUTE REGIST |
| LINCOLN CONTRACTORS | 7/11/2019 | \$ | 45.67 | SWM SHOVEL W./ FWD TURNSTEP |
| LINCOLN CONTRACTORS | 7/25/2019 | \$ | 299.00 | SWM VARI CUT PLUS 20" |
| LOTUS HOMES & REALTY | 5/21/2019 | \$ | 2,000.00 | BLD ERSN BND RFND 170497 |
| MARKET DRIVE CAMA FALL TRAINING | 8/5/2019 | \$ | 10.00 | ASR MARKET DRIVE SEMINAR |
| MATTHEWS INTERNATIONAL | 7/10/2019 | \$ | 4.50 | CT TRI-SCR FLAT LT |
| MED COMPASS | 7/23/2019 | \$ | 621.00 | HR SAFETY PROGRAM |
| MISS KATIE'S DINER | 7/25/2019 | \$ | 1,612.50 | HR SERVICE RECOGNITION |
| MOTION & CONTROL ENTERPRISES LLC | 7/25/2019 | \$ | 89.87 | SW CRIMP HOSE |
| Municipal Law & Litigation Group S.C. | 6/24/2019 | \$ | 11,325.75 | ENG LEGAL |
| Municipal Law & Litigation Group S.C. | 7/18/2019 | \$ | 6,604.75 | CT LEGAL FEES |
| MURPHY, KEVIN | 8/7/2019 | \$ | 192.00 | P&R ADULT SOFTBALL UMP |
| MURPHY, TIMOTHY J | 8/7/2019 | \$ | 48.00 | P&R ADULT SOFTBALL UMP |
| NADINE MCMILLIAN | 7/22/2019 | \$ | 10.44 | CT MILEAGE REIMBURSEMENT |
| NAPA | 7/29/2019 | \$ | 84.60 | FD OIL DRY |
| NATIONWIDE RETIREMENT SOLUTIONS | 8/1/2019 | \$ | 4,915.36 | CT PD 6/21/19 THROUGH 8/2/19 |
| NEENAH FOUNDRY COMPANY | 7/22/2019 | \$ | 311.00 | SWM FRAME SOLID PLATEN LD |
| OFFICE COPYING EQUIPMENT, LTD | 6/30/2019 | \$ | 359.85 | BLD SHARP/MX3070N CONTRACT |
| OFFICE COPYING EQUIPMENT, LTD | 7/31/2019 | \$ | 245.83 | CT SHARP MX 6240N CONTRACT |
| OFFICE COPYING EQUIPMENT, LTD | 7/31/2019 | \$ | 19.59 | CRTSHARP M365N CONTRACT |
| OFFICE COPYING EQUIPMENT, LTD | 7/31/2019 | \$ | 146.03 | BLD SHARP 3070N CONTRACT |
| OFFICE DEPOT | 7/11/2019 | \$ | 32.65 | BLD PRINTER PAPER |
| OFFICE DEPOT | 7/15/2019 | \$ | 30.81 | CT FOLDERS |
| OFFICE DEPOT | 7/11/2019 | \$ | 57.26 | CRT SUPPLIES |
| OFFICE DEPOT | 7/15/2019 | \$ | 50.97 | CRT OFFICE SUPPLIES |
| OFFICE DEPOT | 7/22/2019 | \$ | 86.98 | SW OFFICE SUPPLIES |
| OFFICE DEPOT | 7/22/2019 | \$ | 7.79 | SW CLOROX DISINFECTION WIPES |
| OFFICE DEPOT | 7/18/2019 | \$ | 32.99 | BLD CALCULATOR |
| OFFICE DEPOT | 7/25/2019 | \$ | 341.95 | CT SUPPLIES |
| PARKING LOT MAINTENANCE | 7/22/2019 | \$ | 8,775.00 | P&R PARKING PAD PAVEMENT |
| PEWAUKEE ATHLETIC ASSOCIATION | 7/29/2019 | \$ | 85.00 | P&R FALL 2018 SEASON FOOTBALL LIGHTS |
| PEWAUKEE CHAMBER OF COMMERCE | 7/18/2019 | \$ | 1,169.21 | CT REIMB FARMER MARKET COSTS |
| PEWAUKEE KIWANIS | 7/31/2019 | \$ | 8,296.02 | CT BEACH PARTY |
| PEWAUKEE SCHOOL DISTRICT | 8/8/2019 | \$ | 14,832.61 | CT OMITTED TAXES |

| | | | | |
|---------------------------------------|-----------|----|------------|--------------------------------|
| PEWAUKEE, VILLAGE OF | 8/1/2019 | \$ | 67,684.50 | CT JOINT LIBRARY BUDGET JULY |
| PEWAUKEE, VILLAGE OF | 8/1/2019 | \$ | 67,684.50 | CT JOINT LIBRARY BUDGET AUGUST |
| PEWAUKEE, VILLAGE OF | 7/21/2019 | \$ | 31,042.63 | SW OPERATION AND MAINT EXP |
| PEWAUKEE, VILLAGE OF | 8/8/2019 | \$ | 22,090.52 | FD EMS COLLECTIONS JULY 2019 |
| PEWAUKEE, VILLAGE OF | 7/30/2019 | \$ | 6,278.54 | CT LAKE PATROL QTR 3 |
| PEWAUKEE, VILLAGE OF | 8/5/2019 | \$ | 91.46 | CT PARK & REC JULY 2019 |
| POLARIS CUSTOM HOMES | 7/30/2019 | \$ | 2,000.00 | BLD ERSN BND RFND 180309 |
| POMP'S TIRE SERVICE, INC. | 7/16/2019 | \$ | 901.00 | SW LIGHT TRUCK DISMNT/MNT SPIN |
| PREMIUM WATERS, INC | 7/16/2019 | \$ | 67.50 | HWY 5 GAL BOTTLE |
| PROHEALTH CARE MEDICAL ASSOCIATES | 7/1/2019 | \$ | 279.00 | HR EXAMS |
| R&R INSURANCE SERVICES | 7/2/2019 | \$ | 27,922.00 | CT WORKERS COMP |
| R&R INSURANCE SERVICES | 8/2/2019 | \$ | 27,922.00 | CT WORKERS COMP |
| RED LEAF CONSTRUCTION | 7/26/2019 | \$ | 500.00 | BLD OCC BND RFND 181556 |
| REINDERS, INC. | 7/22/2019 | \$ | 20.60 | HWY TORDON READY TO USE |
| REINDERS, INC. | 7/11/2019 | \$ | 255.36 | SWM METAL STAPLES 6" |
| ROBERT KEWAN | 7/5/2019 | \$ | 81.49 | IT MILEAGE REIMBURSEMENT |
| RUEKERT & MIELKE, INC. | 7/26/2019 | \$ | 316.75 | SW WELL 1 CONSTR ADMINISTRATIO |
| RUEKERT & MIELKE, INC. | 7/26/2019 | \$ | 2,479.00 | SW WATER RATE APPLICATION |
| RUSS'S MULCH & TOPSOIL | 7/27/2019 | \$ | 60.00 | P&R BROWN MULCH |
| RUSS'S MULCH & TOPSOIL | 7/25/2019 | \$ | 120.00 | P&R BROWN MULCH |
| RUSS'S MULCH & TOPSOIL | 7/25/2019 | \$ | 60.00 | P&R BROWN MULCH |
| SCHAUMANN, DAVID | 8/2/2019 | \$ | 600.00 | P&R ADULT SOFTBALL AWARDS |
| SEKO DOSING SYSTEMS CORPORTATION | 7/12/2019 | \$ | 277.11 | FD JET NEAT SPRAY GUN |
| SHIELD SOLUTIONS | 7/17/2019 | \$ | 167.00 | FD PAIL VEHICLE WASH |
| SKIPPER BUD'S | 7/23/2019 | \$ | 189.97 | CT NEW PROP |
| STATE OF WI COURT FINES & ASSMTS | 8/2/2019 | \$ | 10,501.29 | CRT STATES SHARE OF COURT COST |
| TD AMERITRADE TRUST COMPANY | 8/1/2019 | \$ | 200.00 | CT LOAN REPAYMENT KB |
| TRI-COUNTY WATERWORKS ASSOCIATION | 7/31/2019 | \$ | 40.00 | SW WATERWORKS MEETING FOR 2 |
| USA BLUEBOOK | 3/25/2019 | \$ | 54.80 | SW Supplies |
| USA BLUEBOOK | 7/11/2019 | \$ | 248.28 | SW DECHLORINATION TABLETS |
| VERIZON | 7/12/2019 | \$ | 33.60 | FD PHONE CHARGES |
| VERIZON | 7/12/2019 | \$ | 256.55 | FD PHONE |
| WACHTEL TREE SCIENCE | 7/18/2019 | \$ | 205.00 | SW CONIFER FUNGICIDE RND 2 |
| WATER REMEDIATION TECHNOLOGY | 8/1/2019 | \$ | 3,478.91 | SW BASE TREATMENT CHARGE |
| WAUKESHA CO SHERIFF'S DEPT | 8/2/2019 | \$ | 60.00 | CRT WARRANT FEE JULY 2019 |
| WAUKESHA CO TECHNICAL COLLEGE | 8/8/2019 | \$ | 539.72 | CT OMITTED TAXES WCTC |
| WAUKESHA CO TREASURER | 7/9/2019 | \$ | 17.01 | CT INMATE BILLING |
| WAUKESHA CO TREASURER | 7/11/2019 | \$ | 214,181.67 | CT MUNICIPAL PATROL |
| WAUKESHA CO TREASURER | 7/18/2019 | \$ | 6,470.78 | CT FACE SHEETS NARRATIVE SHEET |
| WAUKESHA CO TREASURER | 7/16/2019 | \$ | 141.48 | HWY RADIO SERVICES JUNE |
| WAUKESHA COUNTY TREASURER | 8/2/2019 | \$ | 3,015.34 | CRT JAIL ASSESSMENTS DRV IMPRO |
| WAUKESHA COUNTY TREASURER | 8/8/2019 | \$ | 3,016.12 | CT OMITTED TAX CO TREAS |
| WAUKESHA LIME & STONE CO. | 7/24/2019 | \$ | 75.78 | SWM 3/4" TB |
| WAUKESHA LIME & STONE CO. | 7/11/2019 | \$ | 336.09 | SWM 3/4" TB |
| WAUKESHA MEMORIAL HOSPITAL | 6/30/2019 | \$ | 229.00 | FD SUPPLY PURCHASES |
| WAUKESHA PROFESSIONAL FIREFIGHTERS AS | 8/1/2019 | \$ | 1,703.87 | CT PR DED UNION DUES JULY CONT |
| WAUKESHA PROFESSIONAL FIREFIGHTERS AS | 8/1/2019 | \$ | 1,703.87 | CT PR DED UNION DUES AUGUST |
| WAUKESHA WATER UTILITY | 7/19/2019 | \$ | 16.69 | SW METER READING |
| WE ENERGIES | 7/23/2019 | \$ | 19.17 | P&R FLAG LIGHT VILLAGE PARK |
| WESTERN CULVERT & SUPPLY | 7/16/2019 | \$ | 429.00 | SWM CMPA 1 PIECE |
| WI DEPT OF JUSTICE-TIME | 7/10/2019 | \$ | 150.00 | CT TIME ACCESS |
| WI DEPT TRANSPORTATION | 7/19/2019 | \$ | 60.00 | HR SANDI TRACS TRAINING |

| | | | | |
|-----------------------|-----------|----|--------|-------------------------|
| WI SUPREME COURT | 7/30/2019 | \$ | 80.00 | CRT COURT CLERK SEMINAR |
| WINTER, SCOTT | 8/8/2019 | \$ | 2.90 | CT MILEAGE SCOTT WINTER |
| WISCONSIN LEGAL BLANK | 7/15/2019 | \$ | 99.00 | BLD ENVELOPES |
| WISTL SOD FARM | 7/15/2019 | \$ | 319.60 | SWM SOD |
| XEROX CORPORATION | 8/1/2019 | \$ | 241.58 | SW METER USAGE |

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

DATE: August 19, 2019

DEPARTMENT: Clerk/Treasurer

PROVIDED BY:

SUBJECT:

Approval of Bartender License

BACKGROUND:

FINANCIAL IMPACT:

RECOMMENDED MOTION:

ATTACHMENTS:

Description

Bartender Licenses 8-19-19

| <u>Individual Name</u> | <u>Establishment Name</u> | <u>Type</u> |
|-------------------------------|----------------------------------|--------------------|
| Borenz, David R | The Beer Depot | New |
| Hartley, Elizabeth | GE Healthcare | New |
| Klicka, Stacey L | Gina's Sports Dock | New |
| Land, Hannah | GE Healthcare | New |
| Mayer, Gina R | Holiday Inn | New |
| Vanselow, Ashlee E | Edgewater | New |
| Xiong, Misha | GE Healthcare | New |

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

DATE: August 19, 2019

DEPARTMENT: PW - Water/Sewer

PROVIDED BY:

SUBJECT:

Discussion and Possible Action to Authorize Gun Club Pump Improvements [Mueller]

BACKGROUND:

FINANCIAL IMPACT:

RECOMMENDED MOTION:

ATTACHMENTS:

Description

Gun Club Replacement Memo

Quote

Addition Information



**Department of Public Works
Water & Sewer Utility**

W240N3065 Pewaukee Road • Pewaukee, WI 53072

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

Email: publicworks@pewaukee.wi.us

MEMORANDUM

To: Common Council

From: Jane E. Mueller, Utility Manager

Date: August 12, 2019

Re: Purchase replacement sewage pumps – Gun Club Lift Station

Over the last several years, the Utility has had operational problems at the Gun Club Lift Station caused primarily due to grease and oil build up from a food processing company operating in the City. In 2018, this company installed an effective pretreatment facility that removes the grease and oil prior to release into the City's sanitary sewer system.

Unfortunately, we continue to experience problems at the Gun Club lift station that are now attributed to several issues:

1) Now that we are not cleaning the sewer wet well frequently, we are now having problems with a variety of rags clogging the pumps. This not only reduces the pump output, but will also cause the pumps to run off balance which adds to the wear and tear on the pump seals, bearings and shafts. In 2018, the Utility was forced to rebuild Pump #2 (out of 3 pumps) on two occasions for a total cost of \$16,938.75. Since the beginning of 2019, the Utility has spent \$18,977.72 replacing seals and bearings on these three pumps.

2) The Gun Club Lift Stations has a large service area extending from Capitol Dr. on the north, ISH I-94 on the south, the Canadian National Railroad tracks on the east, and approximately the Pewaukee River/Creekside Preserve to the west. The station was originally installed in 1982 and pumps approximately 1MGD. Portions of the station have been upgraded twice in the 37 years of service, in approximately 1997 the pumps were replaced with the ones currently in service. In approximately 2007, the site was updated with a new structure to house the generator, to update the controls and allow for a larger space for safer working conditions.

3) Over the years, the quantity of flow has increased from the original flow design. We have found that the size and design of the sanitary sewer system and wet well in the area are hindering our operations of the station by causing additional wear and tear due to cavitation (air entrained in the water) and wear on the pump impellers also.

Staff has been planning to conduct an overall service area study of the Gun Club flow basin by looking at the future developable areas, reviewing the existing uses and current flows, and an evaluation of the pipe conditions. With all of this in mind, we are hopeful that will put together a

plan to replace the Gun Club lift station within the next 5 years. We will be seeking a consultant to conduct this study by the end of 2019.

Unfortunately, all three of these sewage pumps are at the end of their service life, however two of them are in need of replacement now. We have spoken with the local Smith & Loveless representative about alternatives for this site. They have provided a price to replace the rotating assemblies for these pumps which will be compatible with the current piping configuration. We believe that replacing this portion of the pumps will extend the service life of the station long enough to allow us to do the study and construct the future replacement lift station.

We propose purchasing two new rotating assemblies in 2019 and replacing the components in the 2 worst pumps by the end of the year for \$26,360.00 each for a 2019 cost of \$52,720.00. (There is a 12 – 14 week lead time on delivery of the assemblies. Which takes us to the end of November or early December.) We will include the purchase price for the third pump in the 2020 budget.

We did not anticipate the pump degradation to happen so quickly within the last year so the pump replacement was not included in the 2019 budget. The Sewer Utility does have a Sewer Utility Replacement Fund set aside to allow for funding of these types of replacement. The current balance in this fund is \$2,047,914.00.

Recommendation: Authorize the Utility to order two Smith & Loveless replacement rotating assemblies for the Gun Club lift station pumps of a cost of \$52,720.00 for 2019 and to budget for the replacement of the third rotating assembly for replacement in 2020.

**WILLIAM/REID***A Division of Gasvoda & Associates, Inc.*

Quotation

Date: July 18, 2019**Quotation valid until:** August 17, 2019**Prepared for:**

City of Pewaukee
C/o Jane Mueller
262-691-0804
jem@pewaukee.wi.us

Prepared by: Patrick Ingle**Quotation Number:** 071819 PLI**Project Reference:** 19-10189

We are pleased to offer the following quotation for your consideration:

| Quantity | Description | Unit Price |
|--------------------|---|--------------------|
| 1 | One (1) Smith & Loveless® Model 8D4Z Flooded Suction Rotating Assembly with X-PELLER® Super Clog-Resistant Mono-Port Impeller. HP, 1800 RPM, 3/60/460-volt ODP motors. The pump motor shall be Premium Efficiency and Inverter Ready. X-PELLER® Impeller trimmed to 12-3/8" for 1000 GPM @ 110' TDH. The rotating assembly includes the motor, bronze seal housing assembly, motor adapter, and enclosed monoport type impeller. Includes touch-up paint kit and installation hardware for attaching the motor adapter to the volute. | Included |
| 1 | Installation and Start-up | Included |
| Total Price | | \$26,360.00 |

TERMS: Net 30 days.**FREIGHT:** F.O.B. Shipping Point, with Freight Allowed to the Jobsite.**START-UP:** 1 day(s) of start up services are included. Any additional will be billed at our standard rate.**TAXES:** ALL applicable taxes must be added. If exempt, please provide an exemption certificate with order.**SUBMITTALS:** N/A weeks after receipt of order.**DELIVERY:** 12 to 14 weeks after approval and authorization to proceed.**DURATION:** After 30 days, we reserve the right to review, amend, or withdrawal this proposal.

Respectfully submitted,
Patrick Ingle
262-420-7500

Orders should be submitted to: sales@williamreidltd.comwww.williamreidltd.com



WILLIAM/REID

A Division of Gasvoda & Associates, Inc.

Thank you for the opportunity to provide our proposal. Please do not hesitate to call with any further questions or requirements. Please be sure to complete all of the information below so that we may get started on your order!

AUTHORIZATION TO PROCEED :

Authorization to proceed with placing the proposed equipment on order must be acknowledged by return of this document properly executed. Such acknowledgement will be considered as your acceptance of this proposal as written including terms and conditions. No submittals will be started and no equipment will be released to manufacturing prior to our receiving your formal authorized return of this document.

BILL TO:

SHIP TO:

E-MAIL ADDRESS FOR INVOICES:

TAGGING:

PO #:

ORDER CONTACT:

SITE CONTACT:

PHONE:

SITE PHONE:

TAXABLE: YES / NO If tax exempt, please return a copy of your tax exemption certificate.

ACCEPTED:

Authorized Signature

PRINT NAME:

TITLE:

DATE:

SPECIAL INSTRUCTIONS:

www.williamreidltd.com



WILLIAM/REID

A Division of Gasvoda & Associates, Inc.

WILLIAM/REID LTD TERMS AND CONDITIONS OF SALE

TERMS

1. **Terms of payment are 100% net due 30 days from "date of shipment & invoice" for all orders less than \$100,000.**
2. **Terms and conditions for orders totaling more than \$100,000.00 are based on progress payments as follow:**
 - A) **10% of net order total due upon delivery of submittal data for review and approval with no retainage allowed.**
 - B) **10% of remaining net order total due at time of release to production with no retainage allowed.**
 - C) **Entire balance of remaining net order total due within 30 business days after delivery and invoicing with no retainage allowed.**

Start-up services will not be scheduled prior to receipt of full and final payment, with no exceptions.

CONDITIONS

1. General

Subject only to any credit terms which Seller may extend, the total purchase price hereunder is due at such time, within or after the estimated shipment period specified on the face hereof, as said equipment is ready to be shipped. Buyer shall pay in full all invoices within the time for payment specified therein and BUYER'S PAYMENT OBLIGATION IS NO WAY DEPENDENT OR CONTINGENT UPON BUYER'S RECEIPT OF PAYMENT FROM ANY OTHER PARTY. Any balance owed by Buyer for 30 days or more after the same becomes due is subject to a 1-1/2% per month delinquency charge until paid. In addition to all other amounts due hereunder, Buyer shall reimburse Seller in full for all collection costs or charges, including reasonable attorney's fees, which Seller may incur with respect to the collection of past due amounts from Buyer.
2. Warranty

Seller warrants only that said equipment is free from defects in materials and workmanship as set forth in Seller's standard Certificate of Warranty furnished to Buyer at the time of final shipment. Seller makes no other warranty concerning said equipment beyond that set forth in said Certificate and expressly disclaims any warranty of merchantability or fitness for any particular process not described in the applicable drawings and specifications.

Seller's sole responsibility with respect to any equipment which proves to be defective as to materials or workmanship is either to replace or to repair the same as is set forth in said Certificate of Warranty. Unless authorized in writing by Seller, Seller is not responsible for any charge or expense incurred for the modification, servicing or adjusting of said equipment after the same has been delivered to Buyer.
3. Liability of Seller

Seller is not liable in any event hereunder for any consequential, incidental, or liquidated damages or penalties.
4. Claim Period

Buyer shall immediately inspect said equipment upon receipt thereof. Seller is not obligated to consider any claim for shortages or non-conformance unless notified thereof by Buyer within 10 days after Buyer's receipt of said equipment.
5. Cancellation

Should Buyer cancel this agreement without Seller's prior written consent, Seller may, at its option, recover from Buyer a cancellation charge of not less than 20% of the purchase price hereunder.
6. Taxes

Sale may be subject to state sales tax depending on the state. Gasvoda & Associates requires proof of exemption for all nontaxable sales. Regardless of exemption status, Gasvoda & Associates proposal does not include any sales tax. Payment of any sales tax remains the responsibility of the purchaser.
7. Storage

If at such time, within or after the estimated shipment period specified on the face hereof, as Seller notifies Buyer that said equipment is ready to be shipped Buyer requests a delay in shipment, Seller may, at its option, agree to store said equipment for a period of time determined by Seller, provided that such agreement will not affect Buyer's obligation to pay in full all invoices as they become due, and provided further that for each month, or portion thereof, said equipment is stored by Seller, Buyer shall pay to Seller as a storage fee an amount equal to 1% of the balance due hereunder.
8. Drawings, Illustrations and Manuals

Catalog and proposal drawings, bulletins, and other accompanying literature are solely for the purpose of general style, arrangement and approximate dimensions. Seller may make any changes Seller deems necessary or desirable.
9. Insurance

We have made no allowances for special insurance requirements including but not limited to "Waiver of Subrogation", "Form GC2010", liquidated damages, or anything beyond what is specifically spelled out as being included herein. We reserve the right to amend our offering for anything required outside of the specific items/services spelled out as being included. An exception must be in writing and authorized by Gasvoda & Associates.
10. Start Up

NO START UP WILL BE MADE PRIOR TO 100% PAYMENT. Warranty is invalid without authorized start up.

www.williamreidltd.com

From: [Stan Riffle](#)
To: [Mueller, Jane](#); [Weigel, Jeff](#)
Subject: Re: Smith and Loveless Rotating Assembly Quote
Date: Friday, August 09, 2019 8:19:44 AM
Attachments: [image001.png](#)
[image002.png](#)

Jeff-

The term "public construction" is generally understood to mean "activities concerned with the erection of buildings and bridges, the construction of streets and highways, and other similar public improvements which require the combining of materials, supplies and labor."

I conclude that purchase of a specific pump for replacement of a pump from the same manufacturer to avoid expensive modifications to the station involves purchase and installation of a piece of equipment rather than public construction. Nothing here is being constructed.

No public bidding is required.

Stan

From: Mueller, Jane <JEM@pewaukee.wi.us>
Sent: Friday, August 9, 2019 6:14 AM
To: Weigel, Jeff <Weigel@pewaukee.wi.us>; Stan Riffle <sriffle@ammr.net>
Subject: RE: Smith and Loveless Rotating Assembly Quote

Stan,

If we stay with the Smith & Loveless pumps, you are correct. This is just a pump swap.

If we are required to bid out "pump replacement" we would probably need to retrofit several lift station components ie. piping, pump stands, etc.

*Jane E. Mueller
Utility Manager
City of Pewaukee
(262)691-0804 office
(262)691-5729 fax*

This message originates from the City of Pewaukee. It contains information that may be confidential or privileged and is intended only for the individual named above. It is prohibited for anyone to disclose, copy, distribute, or use the contents of this message without permission, except as allowed by the Wisconsin Public Record Law. If this message is sent to a quorum of a governmental body my intent is the same as though it were sent by regular mail and further e-mail distribution is prohibited. All personal messages express views solely of the sender, which are

not attributed to the municipality I represent and may not be copied or distributed without this disclaimer. If you received this message in error please notify me immediately

From: Weigel, Jeff
Sent: Thursday, August 08, 2019 4:21 PM
To: Mueller, Jane <JEM@pewaukee.wi.us>
Subject: FW: Smith and Loveless Rotating Assembly Quote

Jeffrey Weigel, PE
Public Works Director
City of Pewaukee

This message originates from the City of Pewaukee. It contains information that may be confidential or privileged and is intended only for the individual named above. It is prohibited for anyone to disclose, copy, distribute, or use the contents of this message without permission, except as allowed by the Wisconsin Public Record Law. If this message is sent to a quorum of a governmental body, my intent is the same as though it were sent by regular mail and further e-mail distribution is prohibited. All personal messages express views solely of the sender, which are not attributed to the municipality I represent and may not be copied or distributed with this disclaimer. If you have received this message in error please notify me immediately.

From: Stan Riffle [<mailto:sriffle@ammr.net>]
Sent: Thursday, August 08, 2019 4:20 PM
To: Weigel, Jeff <Weigel@pewaukee.wi.us>
Cc: Klein, Scott <sklein@pewaukee.wi.us>; Wagner, Magdelene <wagner@pewaukee.wi.us>
Subject: Re: Smith and Loveless Rotating Assembly Quote

Jeff-

Please confirm that we are talking ONLY about swapping pumps (machinery) and there is no cost associated with the lift station housing or physical structure.

Thanks

Stan

MunicipalLAW
& LITIGATION GROUP

H. Stanley Riffle
Municipal Law & Litigation Group, SC
730 N. Grand Ave.
Waukesha, WI 53186
(262) 548-1340
(262) 806-0214 (direct)
(414) 254-5911 (cell)
sriffle@ammr.net
Website: www.municipallawsc.com

This message originates from the law firm of Municipal Law & Litigation Group, S.C. It contains information that may be confidential or privileged and is intended only for the individual or entity named above. It is prohibited for anyone else to disclose, copy, distribute or use the contents of this message without permission. All personal messages express views solely of the sender, which are not attributed to Municipal Law & Litigation Group, S.C., and may not be copied or distributed without this disclaimer. If you receive this message in error, please notify us immediately at sriffle@ammr.net or (262) 548-1340.

From: "Weigel, Jeff" <Weigel@pewaukee.wi.us>
Date: Thursday, August 8, 2019 at 12:13 PM
To: Stan Riffle <sriffle@ammr.net>
Cc: "Klein, Scott" <sklein@pewaukee.wi.us>, "Wagner, Magdelene" <wagner@pewaukee.wi.us>
Subject: FW: Smith and Loveless Rotating Assembly Quote

Stan:

You may have heard of our struggles with the operations of the Gun Club Lift station with the pump seals failing weekly. See Jane's e-mail below.

Our plan is to replace 2 of the 3 pumps as soon as is possible at \$26,300 each (\$52,600) and budgeting/replacing the 3rd pump after Jan. 1; however, the cost of each pump replacement exceeds the \$25,000 Wis. Public bidding threshold. These pumps and "canned" lift station are basically proprietary in nature—essentially a public bid would be specific to what is in the price quote, "or equivalent", knowing that there are no equivalent equipment available.

We are asking your assistance in preparing what is necessary for Common Council action Aug. 19th to allow the City to authorize the replacement of 2 pumps as quoted without public bidding, and to allow us to purchase the 3rd pump in 2020 without public bidding.

Let us know.

Jeff

Jeffrey Weigel, PE
Public Works Director
City of Pewaukee

This message originates from the City of Pewaukee. It contains information that may be confidential or privileged and is intended only for the individual named above. It is prohibited for anyone to disclose, copy, distribute, or use the contents of this message without permission, except as allowed by the Wisconsin Public Record Law. If this message is sent to a quorum of a governmental body, my intent is the same as though it were sent by regular mail and further e-mail distribution is prohibited. All personal messages express views solely of the sender, which are not attributed to the municipality I represent and may not be copied or distributed with this disclaimer. If you have received this message in error please notify me immediately.

From: Mueller, Jane
Sent: Thursday, August 08, 2019 10:01 AM
To: Weigel, Jeff <Weigel@pewaukee.wi.us>
Cc: Wagner, Magdelene <wagner@pewaukee.wi.us>; Hanson, Erik <hanson@pewaukee.wi.us>
Subject: FW: Smith and Loveless Rotating Assembly Quote

Jeff,

We continue to have sewage pump rotating seal and shaft failures at the Gun Club Lift station. We have spoken with Wm. Reid & Assoc. the local vendor rep for Smith & Loveless to determine what steps can be taken to remediate these failures. Unfortunately, due to the wear and tear of the pumps because of nature of the pumping conditions and design, these pumps are now beyond the repair. The Utility has an immediate need to replace two of the 3 pumps as soon as possible. These pump replacements were not included in the 2019 budget. We anticipate requesting the 3 pump to be replaced in the 2020 budget.

This lift station is a Smith & Loveless dry pit canned station. The piping configurations is of a specific design that would make it difficult to retrofit any other type of pump. Please advise how we can proceed with the purchase of the Smith & Loveless pumps. Must we publicly bid this as there are few vendor in the area?

This site is of a critical importance as it handles over a million gallons of flow per day. In the near future, we will be conducting a sewer service area study and future lift station replacement study, but do not anticipate have the final reports of recommendation for 3 – 5 years. We need to have these pumps replaced as soon as possible.

Jane

*Jane E. Mueller
Utility Manager
City of Pewaukee
(262)691-0804 office
(262)691-5729 fax*

This message originates from the City of Pewaukee. It contains information that may be confidential or privileged and is intended only for the individual named above. It is prohibited for anyone to disclose, copy, distribute, or use the contents of this message without permission, except as allowed by the Wisconsin Public Record Law. If this message is sent to a quorum of a governmental body my intent is the same as though it were sent by regular mail and further e-mail distribution is prohibited. All personal messages express views solely of the sender, which are not attributed to the municipality I represent and may not be copied or distributed without this disclaimer. If you received this message in error please notify me immediately

From: Patrick Ingle [<mailto:patrick@williamreidltd.com>]
Sent: Thursday, July 18, 2019 4:13 PM
To: Mueller, Jane <JEM@pewaukee.wi.us>; hansen@cityofpewaukee.wi.us
Cc: Richard Pierce <Richard@williamreidltd.com>
Subject: Smith and Loveless Rotating Assembly Quote

Hi Jane,

Richard, my service manager, was out to look at your Smith and Loveless lift station a couple of weeks ago. We can install a new rotating assembly at the station. Richard has a lot of experience doing this. The quote attached includes the equipment, freight and

installation.

Please let Richard and I know if you have any questions.

Best,
Patrick

PS- The mixer for the water plant should be there earlier next week and Richard will be out to install it as soon as possible.

Patrick Ingle
General Manager



PO Box 397
Germantown, WI 53022
O: 262-255-5420 M: 262-420-7500
patrick@williamreidltd.com

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

DATE: August 19, 2019

DEPARTMENT: PW - Water/Sewer

PROVIDED BY: Jeffrey Weigel, Public Works Director & City Engineer

SUBJECT:

Discussion and Possible Action to Authorize the Well #5 Radium Filtration Treatment Design, Equipment Replacement, and Building Addition, and to Re-Program Water/Sewer Capital Plan Accordingly [Weigel]

BACKGROUND:

Well #5 is located in the industrial lands south of I-94 and west of Springdale Road. Well #5 has been in-and-out of compliance with radium for the past five years. Find attached a copy of our Dec. 2014 Consent Order with DNR, defining the City's plan to bring the well back into radium compliance, as well as a copy of the August 2016 letter from DNR releasing the City from the Dec. 2014 Consent Order. Essentially, the water in the well passed subsequent testing sufficient for DNR to cancel the consent order; unfortunately, the more recent water tests are trending us back towards non-compliance. As such, we believe that we need to move forward on the design and eventual construction of the radium filtration system.

In addition, the equipment and building of Well#5 is aging and deteriorating--especially the equipment. As a part of the response to Compliance Order previously mentioned, we prepared in 2014 a Well 5 Radionuclide Removal Pilot Testing report for DNR, and we have attached the ten pages of the summary discussion and estimates. We looked at radium treatment using the WRT process as we do at Green Road and the HMO Filtration process that we now use at the City Hall well. That report also looked at abandoning Well 5 and constructing a new 12" pipe (loop connection) in Bluemound Road, finding the 12" loop to be the least expensive by 13.2%, comparing the most likely of the four options: HMO/Filtration (\$1,552,000) vs Buried Water Main loop (\$1,371,000). Our further investigations subsequent to this report lead us to believe that the Buried Water Main Loop will be more expensive, and much more complex as it involves crossing under the Fox River, crossing under the Canadian National Railroad, navigating around the 5-lane bridge of Bluemound Road, all in areas of high bedrock (quarries), potential wetlands and potential historical sites. We think these complications will significantly increase the buried loop costs along Bluemound Road, more than the 13% saving assumed in the 2014 report.

We therefore have solicited the attached August 6, 2019 design proposal for the HMO Filtration Process design. The HMO Filtration system installation on the site is the most feasible as it relates to installation as we control all of the project aspects, not including DNR and PSC permitting. We are not dealing with river crossings, railroad crossings, bridge avoidance and wetland/historical permitting issues. In addition, we retain the water pumping capacity that would need to be replaced at some future date.

FINANCIAL IMPACT:

Our requested action will be to authorize the Preliminary Design Study (\$20,000) and the Design and Bidding Services

(\$195,000) for a total of \$215,000, to take place fall of 2019 and completed Summer of 2020. The requested action does not include neither the Construction Related Service (\$120,000) nor the construction contract of about \$2,500,000 which would be authorized only after the \$215,000 of design services is completed and we have an updated construction contract amount.

The 2019-2026 Water/Sewer CIP included \$50,000 in 2019 and \$1,000,000 in 2020. If the requested action is approved, those accounts would be adjusted to reflect \$215,000 in 2019 and \$2,500,000 in 2020.

The source of funding would be assumed to be borrowing for the \$2.5M of construction, and repayment would most likely be through future Water Rates as what is proposed is to serve all water customers, bringing the well into compliance and not creating water capacity for growth.

RECOMMENDED MOTION:

Common Council authorizes the Preliminary Design Study and Design/Bidding Services, only for a cost of \$215,000 as presented in the August 6, 2019 draft design proposal, and authorizes the re-programing of Water/Sewer CIP for 2019 in the amount of \$215,000

ATTACHMENTS:

Description

2014 DNR Consent Order

2016 Release of Consent Order

Pilot Study Summary

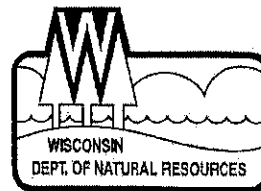
Map of Alternatives

Aug 6 Eng Design Proposal (draft)

Part of 2019 W & S CIP

State of Wisconsin
DEPARTMENT OF NATURAL RESOURCES
101 S. Webster Street
Box 7921
Madison WI 53707-7921

Scott Walker, Governor
Cathy Stepp, Secretary
Telephone 608-266-2621
Toll Free 1-888-936-7463
TTY Access via relay - 711



December 3, 2014

Ms. Kelly Tarczewski, City Clerk
City of Pewaukee
W240 N3065 Pewaukee Rd.
Pewaukee, WI 53072

Casetrack # 2014-SEEE-015
Waukesha County
PWS ID# 26802149

Subject: Consent Order # 2014-SEEE-015 – City of Pewaukee Well #5.

Dear Ms. Tarczewski:

Enclosed is one original copy of Consent Order # 2014-SEEE-015 regarding actions to meet Maximum Compliance Levels, ("MCLs") compliance dates and Best Available Technology ("BAT") for radionuclides, including radium-226, radium-228 and gross alpha particle radioactivity in the City of Pewaukee Well #5 public water supply system.

The Consent order is now in effect and enforceable. The Department looks forward to working with you to meet the compliance commitments established in this agreement.

If you have any questions about this matter, please contact Saji Villoth, Environmental Enforcement Specialist at (414) 263-8490. Technical questions should be directed to Water Supply Specialist Petwara Toyingtrakoon at (920) 893-8534.

Sincerely,

Steven L. Sisbach, Section Chief
Environmental Enforcement & Emergency Management
Bureau of Law Enforcement

c: Jeffrey Weigel, Director, City of Pewaukee Public Works
J. Ohm, LS/8
S. Elmore, DG/5
M. Nelson, DG/5
P. Toyingtrakoon, SER Plymouth
S. Villoth, SER Milwaukee

**BEFORE THE
STATE OF WISCONSIN
DEPARTMENT OF NATURAL RESOURCES**

| | | |
|--|---|-------------------------|
| In the Matter of Implementation of Compliance Schedule |) | |
| for bringing City of Pewaukee into Compliance with Gross Alpha |) | Case No.: 2014-SEEE-015 |
| and Other primary MCLs, at Well 5, located at W226 N930 |) | PWS ID# 26802149 |
| Northmund Dr., in the City of Pewaukee, Waukesha County, Wisconsin |) | |

FINDINGS OF FACT, CONCLUSIONS OF LAW AND CONSENT ORDER

FINDINGS OF FACT

1. The City of Pewaukee Water and Sewer Utility operates a community water system as defined in s. NR 809.04(4), Wis. Adm. Code, which supplies water for human consumption to residents of the City of Pewaukee located in Waukesha County, Wisconsin.
2. In the interest of protecting public health and safety, the federal Safe Drinking Water Act (SDWA) and ch. NR 809, Wis. Adm. Code, requires community water systems such as the City of Pewaukee to comply with Maximum Compliance Levels ("MCLs") compliance dates and Best Available Technology ("BAT") for radionuclides, including radium-226, radium-228 and gross alpha particle radioactivity.
3. S. NR 809.50(1)(a)&(b), Wis. Adm. Code, requires that owners/operators of public water systems meet a MCL for combined radium-226 and radium-228, determined to be 5 pCi/L. The MCL for gross alpha particle activity is 15 pCi/L.
4. The City of Pewaukee collected 4 compliance samples at entry point 5 on February 14 June 17, August 22 and November 12, 2013. The average of these samples was 16.25, which exceeded the MCL of 15 pCi/L for gross alpha particle activity.
5. The City of Pewaukee collected one compliance sample on February 18, 2014. This sample exceeded the MCL of 15 pCi/L for gross alpha particle activity.
6. The City of Pewaukee collected one compliance sample from entry point 5 on June 11, 2014. This sample exceeded the MCL of 15 pCi/L for gross alpha particle activity, and the MCL of 5 pCi/L for combined radium-226 and radium-228.

CONCLUSIONS OF LAW

1. The Department has the authority under s. 281.17(8), Wis. Stats., to establish and administer a Safe Drinking Water Program, including issuance of rules. Such rules are contained in Chapter NR 809, Wis. Adm. Code.
2. Community water systems are required to comply with the maximum contaminant levels, compliance dates and best available technologies for radium-226, radium-228 and gross alpha particle radioactivity listed in s. NR 809.50 (1) Wis. Adm. Code, and initiate corrective actions and issue public notifications if the action level is exceeded.
3. Section 281.98(1) establishes that any person who violates an order from the Department may be required to forfeit not less than \$10 nor more than \$5,000 for each violation. Each day of continued violation is a separate offense.

4. This Order is reasonable and necessary to accomplish the purposes set forth in ch. 281, Stats., and is enforceable under ss. 295.95 and 299. 97, Stats.

CONSENT ORDER

The Department of Natural Resources orders and the City of Pewaukee agrees to meet the following schedule of actions:

1. Quarterly public noticing requirements for the violations are still in effect under s. NR 809.952, Wis. Adm. Code, and shall be followed until compliance with the gross alpha standard is achieved at all entry points.
2. Per s. NR 809.50 (3), Wis. Adm. Code, the City of Pewaukee shall use the best available technology for achieving compliance with the maximum contaminant levels, and to reduce radionuclide levels below the MCLs specified in sub. (1) or s. NR 809.51 shall achieve compliance using one of the methods listed in Table J, Table K or Table L, of the chapter.
3. The City of Pewaukee has proposed, and the Department orders, that the City undertakes a sampling and testing phase to be completed by March 1, 2015, to determine which radionuclides are responsible for gross alpha particle emissions. It is expected that this sampling phase will involve a significant number of samples over an extended period of time.
4. The City of Pewaukee has proposed, and the Department orders, that the City implement pilot testing of two treatment technologies, either adding hydrous manganese oxide ("HMO") to the well water, followed by conventional filtration; or using Water Remediation Technologies ("WRT") and proprietary media to adsorb radionuclides.
5. The City of Pewaukee shall by no later than March 31, 2015, submit a proposal to conduct a pilot study for reducing gross alpha for Well 5, to the attention of the Department of Natural Resources, Public Water Engineering Section Chief, PO Box 7921, Madison, Wisconsin 53707.
6. The Department shall review the proposal, and approve the proposal, with or without modifications, or reject the proposal and make suggestions for any necessary revisions within 90 days of receipt.
7. The City of Pewaukee shall by no later than June 1, 2015, submit complete plans and specifications for reducing gross alpha for Well 5, to the attention of the Department of Natural Resources, Public Water Engineering Section Chief, PO Box 7921, Madison, Wisconsin 53707.
8. The Department shall review the plans and specifications, and approve the plans and specifications, with or without modifications, or reject the proposal and make suggestions for any necessary revisions within 90 days of receipt.
9. The City of Pewaukee shall complete construction of the corrective actions as outlined in the approved plans and specifications for Well #5 by April 30, 2016.
10. No later than 7 days after system startup, the City of Pewaukee shall collect its first quarterly entry point samples from Well 5 after the installed treatment system and have them analyzed for radium-226, radium-228, and gross alpha at a Safe Drinking Water Certified laboratory. If the gross alpha result exceeds 15 pCi/L, City of Pewaukee shall have the laboratory also analyze the sample for uranium.
11. Following sample collection as outlined in paragraph 10 above, the City of Pewaukee shall collect three

consecutive quarterly entry point samples from Well 5 after the installed treatment system and have them analyzed for radium-226, radium-228, and gross alpha at a Safe Drinking Water Certified laboratory. If the gross alpha result exceeds 15 pCi/L, the City of Pewaukee shall have the laboratory also analyze the sample for uranium.

12. The City of Pewaukee shall obtain compliance with the gross alpha standards within one year after initiating system start-up. Compliance is demonstrated when the results of at least 4 consecutive quarterly samples are less than the MCL; that is, at or below 4.49 pCi/L for combined radium; or at or below 14.49 pCi/L for gross alpha.
13. The Department shall determine the effectiveness of the corrective actions taken, and establish a routine monitoring schedule thereafter.
5. The City of Pewaukee has proposed, and the Department agrees, that the City will maintain minimal use of Well 5 as necessary to run the well pump to keep the water in the reservoir fresh. The City proposes, and the Department agrees, that the City will restrict pumpage to no more than 200,000 gallons per week, and will inform the Department if weekly usage exceeds 300,000 gallons during bi-annual water system flushing or in an emergency.
6. The Department may impose penalties for failing to comply with the terms of this Order, pursuant to s. 281.98 (1), Wis. Stats.

WAIVER AND STIPULATION

The City of Pewaukee stipulates to the issuance of this Consent Order and hereby waives further notice and statutory rights to demand a hearing before the Department of Natural Resources regarding the foregoing Findings of Fact, Conclusions of Law and Consent Order under s. 281.19(8), Stats., or under any other provision of law and waives its rights to challenge this Consent Order in circuit court under ss. 227.52 and 227.53, Wis. Stats., or any other provision of law. The City of Pewaukee further stipulates and agrees that the Consent Order is effective and enforceable after being signed by the parties and may be enforced in accordance with ss. 299.95 and 299.97, Stats.

The undersigned certify that they are authorized to execute such Consent Order, Waiver, and Stipulation.

STATE OF WISCONSIN
DEPARTMENT OF NATURAL RESOURCES,
For the Secretary

By:

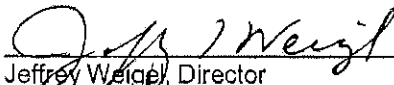

Steven L. Sisbach
Section Chief
Environmental Enforcement & Emergency Management
Bureau of Law Enforcement

Date:

12-3-14

CITY OF PEWAUKEE
WAUKESHA COUNTY, WISCONSIN

By:


Jeffrey Weigel, Director
City of Pewaukee Public Works
City of Pewaukee

Date:

11-19-14

State of Wisconsin
DEPARTMENT OF NATURAL RESOURCES
101 S. Webster Street
Box 7921
Madison WI 53707-7921

Scott Walker, Governor
Cathy Stepp, Secretary
Telephone 608-266-2621
Toll Free 1-888-936-7463
TTY Access via relay - 711



August 3, 2016

Ms. Kelly Tarczewski, City Clerk
City of Pewaukee
W240 N3065 Pewaukee Rd
Pewaukee, WI 53072

Casetrack No. 2014-SEEE-015B
PWS # 26802149
Waukesha County

Subject: Re: Request for Release from Consent Order 2014-SEEE-015B, Pewaukee Well #5

Dear Ms. Tarczewski:

On May 2, 2016, the City of Pewaukee (City) requested to be released from Consent Order 2014-SEEE-015B, Pewaukee Well #5, citing compliance with 4 consecutive samples for Gross Alpha as of April 2016. Also, representatives from the City and the Department met on June 17, 2016 to discuss operational measures intended to ensure ongoing compliance with the Gross Alpha standard.

The City has met the requirements of the Consent Order and no further action will be taken regarding the violations alleged in the Consent Order.

Thank you for the work you accomplished to meet the terms of the Consent Order. If you have any questions about this matter, please contact Saji Villoth, Environmental Enforcement Specialist at (414) 263-8490. Technical questions should be directed to Water Supply Engineer Petwara Toyingtrakoon at (920) 893-8534.

Sincerely,

A handwritten signature in black ink, appearing to read 'Steve Sisbach'.

Steve Sisbach, Section Chief
Environmental Enforcement & Emergency Management
Bureau of Law Enforcement

c: Jeffrey Weigel, Director, City of Pewaukee Public Works (by email)
J. Mills, LS/8
M. Nelson, DG/5
S. Elmore, DG/5
P. Toyingtrakoon, Plymouth
S. Villoth, SER Milwaukee

WELL 5 RADIONUCLIDE REMOVAL PILOT TESTING

BACKGROUND

The City of Pewaukee received a Notice of Noncompliance dated January 15, 2014 from the Wisconsin Department of Natural Resources (WDNR) because the water from City Well 5 exceeded the allowable Maximum Contaminant Level (MCL) for gross alpha emissions. The City signed a consent order with the WDNR dated November 19, 2014. In the consent order, the City agreed to pilot test two treatment technologies expected to remove enough alpha particle emitting radionuclides to achieve compliance with the MCL. The consent order subsequently was revised because of delays in receiving the results of laboratory tests for radionuclide samples generated by the pilot tests. The last of the sample results were received from the lab on January 12, 2016.

Wisconsin Administrative Code Chapter 809 - Safe Drinking Water lists reverse osmosis as the best available technology for removing alpha particle emitting radionuclides. While effective, reverse osmosis is expensive, from the standpoint of both capital costs and operational costs. Experience has shown that other treatment methods can be effective at removing alpha emitters. Per the consent order, the City agreed to pilot test two of these methods. One method is proprietary adsorptive media offered by Water Remediation Technology, LLC (WRT). WRT's Z-88 media is designed to adsorb radium. Their Z-92 media is designed to adsorb alpha emitters. The adsorbed radionuclides remain on the media. WRT's service contract includes periodically replacing the media. The spent media is transported to a licensed low level radioactive waste disposal facility.

The other treatment method pilot tested was the addition of hydrous manganese oxide (HMO), followed by filtration. HMO is in the form of small particles kept suspended in a solution by constant agitation. Radionuclides adsorb to the HMO particles, which are then retained in the filter media. The filter is backwashed periodically, with the backwash waste normally conducted to a sanitary sewer. Chlorine is injected upstream of HMO addition to keep the HMO in an oxidized state.

PILOT TESTING

Pilot testing was performed between March 9, 2015 and May 8, 2015 under contracts with WRT and Tonka Equipment Co. (Tonka). Tonka manufactures a variety of water treatment equipment including HMO addition equipment and filters. WRT and Tonka provided training for City staff, who then operated the pilot test equipment, recorded data and collected water samples.

WRT

The WRT pilot test ran from April 9, 2015 to May 8, 2015. Water from the well water passed first through WRT's Z-88 media and then through their Z-92 media. The loading rate was 11.5 gpm/sf. The empty bed contact time was 9.8 minutes each for the Z-88 and Z-92 media.

HMO/Filtration

The Tonka pilot test ran from March 9, 2015 to May 1, 2015. Sodium hypochlorite was added at 1.6 mg/l, followed by HMO at 1.0 mg/l as Mn. The filter loading rate was 3.0 gpm/sf.

The lab results showed that both treatment methods were effective at removing radium and alpha emitters. See the attached reports by WRT and Tonka for details. Either treatment method can be expected to produce water complying with the radium and gross alpha MCLs

WATER MAIN ALTERNATIVE

While not included in the consent order, another option for achieving compliance was considered. Well 5 is unusual in that the capacity of the well decreases significantly if the well is pumped continuously for a long period. If the well is pumped continuously for over 24 hours (which may be required in an emergency), the water level in the well starts to drop. The aquifer behaves as if it were a pool of water in a cavern. Once the cavern is empty, the well water level drops quickly. For this reason, the City does not run the well continuously for long periods. When evaluating the capacity of a water system supplied by wells, it is common to assume a well can be operated continuously for as long as necessary in order to meet peak or fire demands. When evaluating the supply capacity of the Pewaukee wells, Well 5 is assumed to have half the capacity of its pumping rate. It is assumed that if the well is pumped for 12 hours and turned off for 12 hours, it could operate in this mode indefinitely.

Well 5 is less valuable as a supply source because it only can be counted on to produce half of its pumping rate. However, Well 5 is quite valuable because of where it is located. **Figure 1** shows the southeast portion of the Pewaukee water system. Well 5 is located near the end of a dead end water main. Without Well 5, if a main break were to occur where shown on **Figure 1**, all of the customers downstream of the break (as shown on **Figure 1**) would have no water.

A water main installed on Bluemound Rd. between Busse Rd. and Foster Ct. would eliminate the dead end. With this water main segment installed, the City could remove Well 5 from service while maintaining reliable service to the area. Even without Well 5, the capacity of the City's remaining wells is likely to be sufficient for a number of years. When the time comes when more capacity is needed, the City can look at installing treatment at Well 5 as one option.

STRONTIUM

One additional complication for treatment at Well 5 is strontium. The strontium concentration in Well 5 is about 30 mg/l. While there is no current MCL for strontium, the EPA has developed a health advisory level of 4 mg/l. If an MCL of 4 mg/l is established in the future, additional treatment will be required. Treatment methods capable of removing enough strontium to achieve a treated water concentration of less than 4 mg/l include ion-exchange softening and reverse osmosis. For both treatment methods, it is recommended that oxidation and filtration be performed upstream to first remove iron and manganese.

COST ESTIMATES

Capital and operational cost estimates have been developed for the water main option and both treatment options.

Capital Costs

Water Main

Two options were considered for the water main project. The first assumed the entire length of main would be buried. This is the normal installation method. However, there are a number of obstacles which increase the cost of a buried main. The main must be installed under a busy 4-lane divided highway, under the Fox River (whose bed likely is on bedrock) and under railroad tracks. As a potentially less expensive alternative, a cost estimate was prepared which included hanging a portion of the main from the Bluemound Rd. bridge, which spans these obstacles. Waukesha County is responsible for the bridge. We contacted the County to find out if a water main hung from the bridge would be acceptable. The County representative did not reject the concept, but we will need to meet with the County to learn what conditions may be placed on the installation. We believe the included cost estimate reflects what will be the approved installation method. As it turns out the cost estimates for all buried versus the partially hung water main are close enough to be considered equal.

Those costs are:

| | |
|----------------------------|--------------|
| Buried Water Main | \$ 1,371,000 |
| Partially Hung from Bridge | \$ 1,352,000 |

See attached **Exhibits 1** and **2** for cost breakdowns.

Treatment

It turns out that the estimated capital costs for the two treatment options also are about equal. Building cost is lower, but equipment cost is higher for the WRT equipment. The estimated costs for treatment options are:

| | |
|----------------|-------------|
| HMO/Filtration | \$1,552,000 |
| WRT | \$1,604,000 |

Cost breakdowns are shown in **Exhibit 3** and **4**.

Operational Costs

Water Main

The operational cost for the water main alternative is only the labor needed to visit the pumping station periodically. It is assumed that the well will be temporarily abandoned.

Treatment

WRT

The WRT treatment system is essentially a "black box" that removes and retains radionuclides. Utility staff do not need to operate the equipment. WRT personnel visit periodically to remove filter bags which trap any media that is carried along with the treated water. Every 5 to 10 years WRT personnel replace the media with fresh media. WRT is responsible for transporting the spent media to a licensed low level radioactive waste disposal site.

For providing this service, WRT normally requires a 20-year contract with the well owner. The contract includes a cost per thousand gallons of treated water and normally includes a minimum monthly or annual payment based on an expected monthly or annual pumpage volume. For example, if the contract includes a payment of \$0.50/1000 gallons based on an annual pumpage volume of 100 MG, the well owner owes WRT \$50,000/year whether or not the well is pumped. If the well owner, in this example, exceeded 100 MG/year, the contract normally charges for the additional volume at the same rate, in this case \$0.50/1000 gallons.

Alternately, the contract between WRT and the well owner can be set up so that the well owner determines when the media needs to be replaced. In this case it is the well owner that takes responsibility for maintaining compliance with the radionuclide MCLs.

For Pewaukee Well 5, WRT provided a cost estimate of \$0.46/1000 gallons of treated water. This estimate assumes the well is pumped 90 MG/year. The City expects to pump the well only 15-20 MG/year. WRT would not provide a cost/1000 gallons at this lower annual volume. If we assume that WRT needs to charge \$41,400/year (90 MG/Yr. x \$0.46/1000 gallons = \$41,400/Yr.), at a pumping rate of 17 MG/year, this annual charge translates to a rate of \$2.43/1000 gallons. It is anticipated that the rate would be somewhat lower because the media likely will not need to be replaced as often. We will assume a rate of \$2.00/1000 gallons. If pumped 17 MG/year, the annual charge would be \$34,000.

Labor costs associated with WRT are limited to recording flow and pressure daily. This requires about 1/2 man-hours/week. At a labor rate including benefits of \$37/hour, the annual labor cost would be about \$1000. The total estimated annual operational cost is \$35,000.

HMO/Filtration

Chemical Costs

Hydrous manganese oxide (HMO) is available as an NSF 60 approved, pre-mixed 3% solution from Hawkins, Inc. At the recommended dosage of 1 mg/l as Mn, approximately 525 gallons of HMO would be required to treat 17 MG. At the current cost of about \$5/gallon, the annual chemical cost would be about \$3,000.

Labor Costs

Labor required to operate and maintain an HMO/Filtration treatment system includes refilling chemical tanks, adjusting chemical feed rates, recording chemical usage, maintaining equipment, collecting and analyzing samples and observing backwashes. This work is expected to require about 2.5 man-hours/week. At a labor rate including benefits of \$37/hour, the annual labor cost would be about \$5,000. The total estimated annual operational cost is \$8,000.

DISCUSSION OF ALTERNATIVES

In addition to the cost differences between the alternatives, there are factors which make each more or less attractive.

Water Main

While a challenging construction project, once completed, the proposed water main on Bluemound Rd. between Busse Rd. and Foster Ct. has the advantages listed below.

1. There are no ongoing operation and maintenance requirements.
2. Service reliability is improved to all current and future customers located south of I-94.
3. The Well 5 facility will be temporarily abandoned, but will be available in the future if needed.

HMO/Filtration

HMO/Filtration offers the following advantages:

1. The treatment process removes iron and manganese in addition to radionuclides. Removing iron and manganese is superior to adding sodium silicate to sequester iron and manganese, which is how these contaminants are treated at other City wells. Like other City wells that draw water from the sandstone aquifer, the water from Well 5 contains a high concentration of strontium. Strontium is not currently a regulated contaminant, but the EPA has listed strontium as a candidate for future regulation. If an MCL is established for strontium, the treatment methods available to remove strontium benefit if iron and manganese are removed first.

WRT

1. Other than ease of maintenance and operation, treatment using WRT equipment has the advantage of removing the radionuclide contaminants from the local environment. The contaminants accumulate on the WRT media. When it is time to replace the media with fresh media, the spent media is taken to licensed low level radioactive material disposal site. By comparison with HMO/Filtration, the radionuclide contaminants adsorb onto the HMO particles. When the filter is periodically backwashed, the backwash wastewater contains the HMO particles. The backwash waste is conducted to the sanitary sewer. At the wastewater

treatment plant, the HMO particles end up in the sludge, which normally is spread on local agricultural fields.

2. Depending on the type of contract between the Utility and WRT, WRT accepts responsibility for maintaining compliance with the radionuclide MCL's.

CONCLUSIONS

The pilot testing results and other available information lead to the following conclusion:

1. Hydrous manganese oxide (HMO) addition followed by conventional filtration removes enough radionuclides from the water discharged by Well 5 to achieve compliance with the combined radium 226 and radium 228 and gross alpha emissions Maximum Contaminant Levels (MCL). This treatment method also removes iron and manganese.
2. The combination of WRT Z-88 and Z-92 adsorptive media configured in series remove enough radionuclides to achieve compliance with the radium and gross alpha MCLs.
3. There is sufficient land available on the Well 5 parcel to construct a treatment facility which could house either HMO/Filtration or WRT treatment equipment.
4. Because of its location near the end of a long dead end water main, it is important that Well 5 be operable in order to provide water in case of a main break. If a water main were installed along Bluemound Rd. connecting the existing main at Busse Rd. to the main at Foster Ct., the dead end main would be eliminated. Customers south of I-94 would have improved service reliability. The water main could be completely buried, or, with approval from Waukesha County, partially hung from the Bluemound Rd. bridge. With the water main in place, the Well 5 facility could be temporarily or permanently abandoned.

RECOMMENDATIONS

The least expensive option and the one providing the greatest flexibility is to install the connecting water main on Bluemound Rd. and temporarily abandon the Well 5 facility. Piping and controls could be installed to allow the reservoir at Well 5 to pump to and be back-fed from the distribution system. This would keep the water in the reservoir relatively fresh, but on average would increase the age of the water received by customers. If additional well capacity is needed in the future, Well 5 could be considered as a potential source.

If the City would prefer to provide treatment instead of constructing the water main, HMO/Filtration is recommended. In addition to being less expensive to operate, HMO/Filtration improves aesthetic water quality by removing iron and manganese. Also, iron and manganese removal is recommended if additional treatment is needed in the future to remove strontium.

Exhibit 1

| ESTIMATED PROJECT COST | | | | | |
|--|--|------|----------|----------------|-----------------|
| Project Name: Bluemound Road Water Main Extension - Busse Road to Foster Court | | | | | |
| Client Name: City of Pewaukee | | | | | |
| Project #: 26-100025.100 | | | | | |
| | | | | Date Modified: | 1/26/2016 |
| Item No. | Description | Unit | Quantity | Unit Price | Total |
| Buried Installation Alternative | | | | | |
| 1 | Traffic Control | L.S. | 1 | \$ 10,000.00 | \$ 10,000.00 |
| 2 | Erosion Control | L.S. | 1 | \$ 8,000.00 | \$ 8,000.00 |
| 3 | 12-inch Water Main - Open Cut w/ Granular Backfill | L.F. | 2,805 | \$ 150.00 | \$ 420,750.00 |
| 4 | 12-inch Water Main Inside 24-inch Steel Casing | L.F. | 390 | \$ 1,000.00 | \$ 390,000.00 |
| 5 | Rock Removal | L.F. | 1,000 | \$ 40.00 | \$ 40,000.00 |
| 6 | 12-inch Gate Valve | EA. | 7 | \$ 2,800.00 | \$ 19,600.00 |
| 7 | Valve Vault Manhole | L.S. | 1 | \$ 20,000.00 | \$ 20,000.00 |
| 8 | Hydrant Assembly with 6-inch Valve | EA. | 5 | \$ 4,500.00 | \$ 22,500.00 |
| 9 | 6-inch Hydrant Lead | L.F. | 40 | \$ 100.00 | \$ 4,000.00 |
| 10 | Connection to Existing Water System | EA. | 2 | \$ 5,000.00 | \$ 10,000.00 |
| 11 | HMA Pavement Replacement | S.F. | 3,750 | \$ 8.00 | \$ 30,000.00 |
| 12 | Topsoil, Fertilizer, Seed and Erosion Mat | S.Y. | 11,400 | \$ 6.00 | \$ 68,400.00 |
| Subtotal | | | | | \$ 1,043,250.00 |
| Contingency | | | | 10% | \$ 104,300.00 |
| Design and Construction Engineering Services | | | | 20% | \$ 208,700.00 |
| Geotechnical Exploration | | | | | \$ 15,000.00 |
| Estimated Total Project Cost | | | | | \$ 1,371,250.00 |
| Assumptions | | | | | |
| - Transmission main does not follow hydrant and valve spacing per NR 811. | | | | | |
| - Rock removal anticipated for excavations below bridge structure. | | | | | |
| - Railroad, river and highway crossings require boring through rock with a steel casing. | | | | | |
| - Service connections not included. | | | | | |

Exhibit 2

| ESTIMATED PROJECT COST | | | | | |
|--|--|------|----------|----------------|-----------------|
| Project Name: Bluemound Road Water Main Extension - Busse Road to Foster Court | | | | | |
| Client Name: City of Pewaukee | | | | | |
| Project #: 26-100025.100 | | | | | |
| | | | | Date Modified: | 1/26/2016 |
| Item No. | Description | Unit | Quantity | Unit Price | Total |
| Hung Installation Alternative | | | | | |
| 1 | Traffic Control | L.S. | 1 | \$ 15,000.00 | \$ 15,000.00 |
| 2 | Erosion Control | L.S. | 1 | \$ 6,000.00 | \$ 6,000.00 |
| 3 | 12-inch PVC Water Main - Open Cut w/ Granular Backfill | L.F. | 2,140 | \$ 150.00 | \$ 321,000.00 |
| 4 | 12-inch Steel Water Main Hung on Bridge Structure with Fiberglass Insulation and Aluminum Jacket | L.F. | 1,020 | \$ 550.00 | \$ 561,000.00 |
| 5 | 12-inch Gate Valve | EA. | 6 | \$ 2,800.00 | \$ 16,800.00 |
| 6 | Hydrant Assembly with 6-inch Valve | EA. | 3 | \$ 4,500.00 | \$ 13,500.00 |
| 7 | 6-inch Hydrant Lead | L.F. | 25 | \$ 100.00 | \$ 2,500.00 |
| 8 | Connection to Existing Water System | EA. | 2 | \$ 5,000.00 | \$ 10,000.00 |
| 9 | HMA Pavement Replacement | S.F. | 3,750 | \$ 8.00 | \$ 30,000.00 |
| 10 | Topsoil, Fertilizer, Seed and Erosion Mat | S.Y. | 7,500 | \$ 6.00 | \$ 45,000.00 |
| Subtotal | | | | | \$ 1,020,800.00 |
| Contingency | | | | 10% | \$ 102,100.00 |
| Basic Design and Construction Engineering Services | | | | 20% | \$ 204,200.00 |
| Structural Design | | | | | \$ 20,000.00 |
| Geotechnical Exploration | | | | | \$ 5,000.00 |
| Estimated Total Project Cost | | | | | \$ 1,352,100.00 |
| Assumptions | | | | | |
| - Transmission main does not follow hydrant and valve spacing per NR 811. | | | | | |
| - External heating of hung water main is not required. | | | | | |
| - Service connections not included. | | | | | |

Exhibit 3

City of Pewaukee

Well 5 Gross Alpha Emission Noncompliance

HMO/Filtration Treatment Alternative

Project Cost Estimate

| | | Estimated Cost |
|--|--------------------|-------------------|
| Building | | \$610,000 |
| Treatment Equipment | | \$470,000 |
| Utilities | | \$85,000 |
| Site Work | | \$25,000 |
| | Construction Total | \$1,190,000 |
| Contingency | 10% | \$119,000 |
| Basic Design and Construction Engineering Services | 20% | \$238,000 |
| Geotechnical Exploration | | \$5,000 |
| | Project Total | \$1,552,000 |

Exhibit 4

City of Pewaukee

Well 5 Gross Alpha Emission Noncompliance

WRT Treatment Alternative

Project Cost Estimate

| | | Estimated |
|--|--------------------|-------------|
| | | Cost |
| Building | | \$550,000 |
| Treatment Equipment | | \$570,000 |
| Utilities | | \$85,000 |
| Site Work | | \$25,000 |
| | Construction Total | \$1,230,000 |
| Contingency | 10% | \$123,000 |
| Basic Design and Construction Engineering Services | 20% | \$246,000 |
| Geotechnical Exploration | | \$5,000 |
| | Project Total | \$1,604,000 |



Radionuclide Removal Pilot Testing Report

City of Pewaukee Water Main Alternative

Figure 1

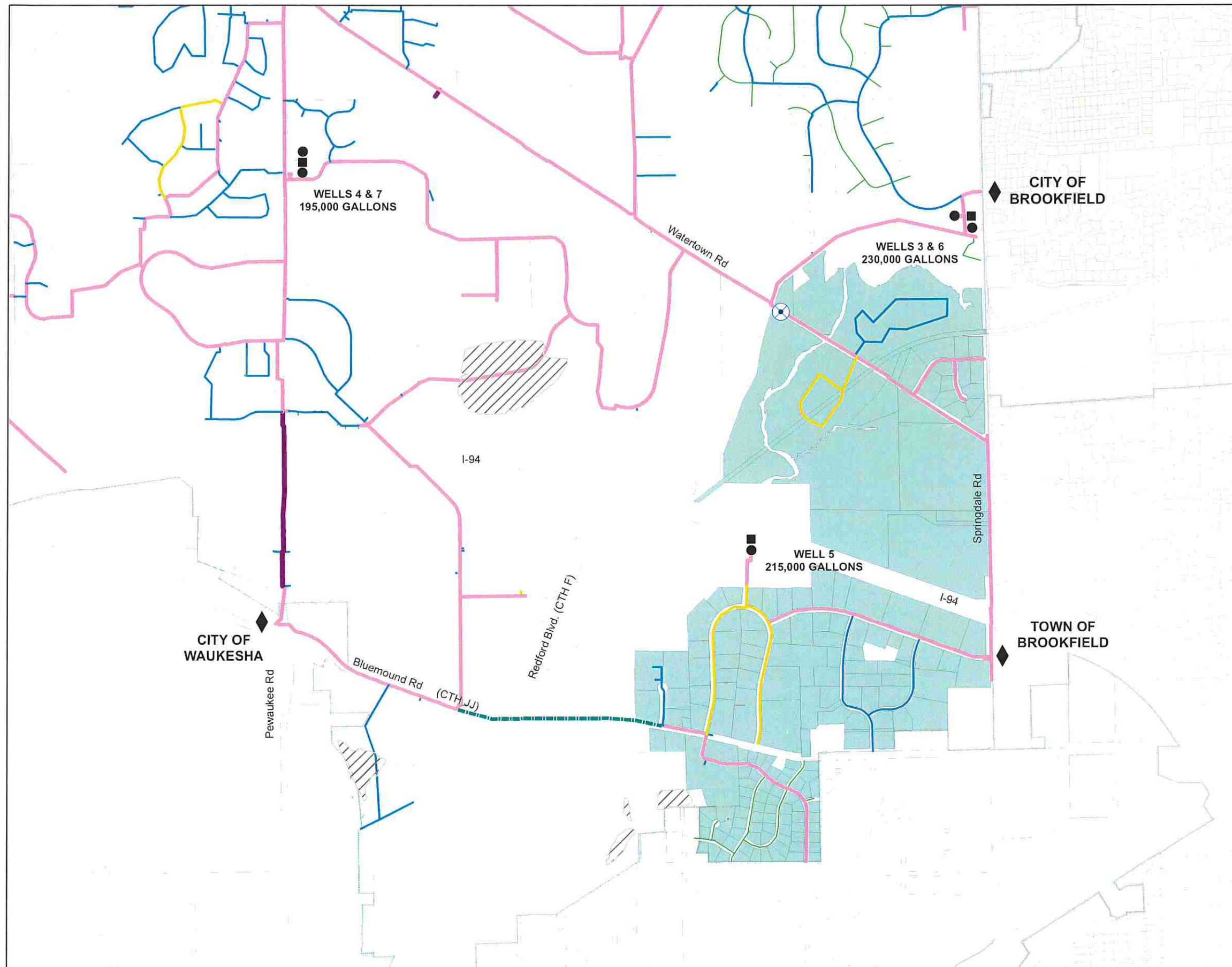
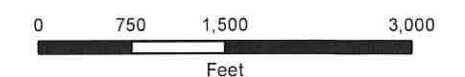
Legend

EXISTING SUPPLY, PUMPING & STORAGE FACILITIES

- Well
- Repump Tank
- ▲ Elevated Tank
- ◆ Emergency Interconnection

EXISTING WATER MAINS

- 6" (green line)
- 8" (blue line)
- 10" (yellow line)
- 12" (pink line)
- 16" (purple line)
- Pressure Boosting Recommended
- Proposed 12" Water Main
- Hypothetical Main Break Location.
- Parcels affected by main break at location shown.



August 6, 2019

DRAFT

Mrs. Jane E. Mueller
Utility Manager
City of Pewaukee
W240N3065 Pewaukee Road
Pewaukee, WI 53072

RE: Well Station No. 5 HMO Filtration Treatment Facility Project

Dear Jane:

Thank you for the opportunity to provide the City of Pewaukee with a proposal for engineering services for the Well Station No. 5 HMO Filtration Treatment Facility project. The project will include removal of the surge tank and engine drive and right angle gear on the fire pump; replacement or rehabilitation of the existing service pumps; replacement of the existing pipe supports, security devices, backflow preventer, pressure reducing valve, lights, motor control centers, well pump variable frequency drive (VFD), and asphalt roofing system; and installation of a new HMO filtration system and chlorine feed system, engine generator, and garage space. In addition the existing well station walls and floors will be painted and the HVAC system will be upgraded.

The scope of services will be divided into three separate phases. The phases include preliminary design, design and bidding, and construction related services. The services provided for each phase are as follows:

Phase No. 1 - Preliminary Design:

- Perform a facility inspection.
- Determine existing and proposed water system demands for the water service area south of Interstate Highway '94' and east of County Trunk Highway (CTH) 'F'. Water system demands will be based on existing water use and proposed land use information provided by the City.
- Perform a sanitary sewer capacity analysis of the sewer system serving the well station.
- Verify the adequacy of the capacity of the existing well pump and service pumps.
- Determine the preliminary engine generator size and existing HVAC system adequacy.
- Evaluate treatment alternatives.
- Prepare a preliminary design of the HMO filtration system and a chemical feed system.
- Prepare a preliminary site plan and floor plan of the proposed well station improvements.
- Review the preliminary site plan and floor with the City.
- Prepare a draft Preliminary Design Study.
- Review the draft Preliminary Design Study with the City.
- Prepare a final Preliminary Design Study.
- Submit the final Preliminary Design Study to the Wisconsin Department of Natural Resources (WDNR) for approval.

Mrs. Jane E. Mueller
City of Pewaukee
August 6, 2019
Page 2

Phase 2 - Design and Bidding Services:

- Meet with City Staff to confirm design requirements.
- Prepare drawings and specifications as needed to describe the required work.
- Review drawings and specifications at 30, 60, and 90 percent completion with the City staff.
- Prepare and submit Wisconsin Public Service Commission (PSC) construction authorization application for the project.
- Prepare and submit WDNR approval request forms.
- Assemble public bidding documents, including but not limited to requirements for insurance, bonds, Agreement, and bidding. Documents will follow the Engineers Joint Contract Documents Committee format. Combine these documents with the technical specifications to make a complete bidding and contract document set.
- Develop Engineer's opinion of probable construction cost.
- Conduct administration for bidding services.
- Answer bidders' questions. Maintain a log of bidders' questions and answers given.
- Issue any required addenda.
- Attend bid opening.
- Review bids for completion of contract requirements. Review low bidder's qualification statement and references.
- Issue Recommendation of Award and Notice of Award.
- Coordinate contract execution with successful bidder. Coordinate bonds, insurance, Agreement, and other documents.

Phase 3 - Construction Related Services

- Conduct a preconstruction meeting. This includes writing an agenda, attending the meeting, and issuing meeting notes.
- Coordinate general administration with contractor including answering questions and facilitating communication with City.
- Review submittals including shop drawings, operation and maintenance manuals, start-up reports, and other submittals.
- Review and process contractor pay requests.
- Serve as Resident Project Engineer for construction review services. Provide intermittent on-site observation as appropriate for character of the work being performed.
- Negotiate and coordinate changes orders.
- Attend and oversee equipment start-ups.
- Prepare a punch list.

Mrs. Jane E. Mueller
City of Pewaukee
August 6, 2019
Page 3

The total construction cost of the project is estimated to be between \$2,000,000 and \$2,500,000. Ruekert & Mielke, Inc. will perform the above engineering services for a lump sum fee for each phase provided. The total estimated lump sum engineering fee for the project is \$335,000.00. The estimated lump sum fees for each phase are summarized in Table 1.

Table 1 Engineering Fee

| Phase | Est. Fee |
|-------------------------------|--------------|
| Preliminary Design Study | \$ 20,000.00 |
| Design and Bidding Services | \$195,000.00 |
| Construction Related Services | \$120,000.00 |
| Total Engineering Fee | \$335,000.00 |

The completion schedule for the project was determined based on conversations with City staff. We propose to complete the above scope of services by May 31, 2021. The project schedule for each phase is summarized in Table 2.

Table 2 Project Schedule

| Item | Anticipated Schedule | | | |
|--------------------------------|----------------------|----------------|----------------|----------------------|
| | Start | Finish | Submit | Anticipated Approval |
| Pre-design Study | Aug. 15, 2019 | Sept. 15, 2019 | | |
| WDNR Submittal | | | Sept. 15, 2019 | Dec. 15, 2019 |
| Design | Sept. 15, 2019 | | | |
| 30 Percent | | Oct. 15, 2019 | | |
| 60 Percent | | Dec. 1, 2019 | | |
| 90 Percent | | Jan. 31, 2020 | | |
| 100 percent | | May 7, 2020 | | |
| PSC Construction Authorization | | | Jan. 1, 2020 | April 30, 2020 |
| WDNR Submittal | | | Jan. 31, 2020 | April 30, 2020 |
| Bidding | May 7, 2020 | May 28, 2020 | | |
| Construction | June 30, 2020 | May 31, 2021 | | |

The above described professional services will be provided to you in accordance with the attached, two-page **Standard Terms & Conditions**, dated June 17, 2014, which are made part of this agreement by reference. Please indicate your acceptance of this agreement by having the appropriate authorized official(s) affix their signature(s) where indicated before returning two fully executed copies to our office.

Mrs. Jane E. Mueller
City of Pewaukee
August 6, 2019
Page 4

Thank you for this opportunity to submit this proposal. We look forward to working with the City on this project. Please let me know if you have questions or concerns about this proposal.

Respectfully,

RUEKERT & MIELKE, INC.

Ryan M. Schultz, P.E. (WI)
Project Engineer
rschultz@ruekertmielke.com

RMS:sjs

cc: Jeffrey L. Weigel, P.E., City of Pewaukee
David W. Arnott, P.E., Ruekert & Mielke, Inc.
Kenneth R. Ward, P.E., Ruekert & Mielke, Inc.

Mrs. Jane E. Mueller
City of Pewaukee
August 6, 2019
Page 5

CLIENT NAME:

City of Pewaukee

ENGINEER:

Ruekert & Mielke, Inc.

By: _____

Title: _____

Date: _____

By: _____

Steven C. Wurster, P.E.

Title: Senior Vice President/COO

Date: _____

ATTEST:

By: _____

Title: _____

Date: _____

Designated Representative:

Name: _____

Title: _____

Phone Number: _____

Designated Representative:

Name: David W. Arnott, P.E.

Title: Team Leader/Senior Project Manager

Phone Number: (262) 542-5733

A. Standards of Performance

The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer.

B. Authorized Representative

With the execution of this Agreement, Engineer and Owner shall designate specific individuals to act as Engineer's and Owner's representatives with respect to the services to be performed or furnished by Engineer and duties and responsibilities of Owner under this Agreement. Such individuals shall have authority to transmit instructions, receive information, and render decisions relative to the Assignment on behalf of the respective party whom the individual represents.

C. Payments to Engineer

Invoices will be prepared in accordance with Engineer's standard invoicing practices and will be submitted to Owner by Engineer monthly, unless otherwise agreed. Invoices are due and payable within 30 days of receipt. If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice therefore, the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement until Engineer has been paid in full all amounts due for services, expenses, and other related charges.

D. Ownership and Reuse of Documents

All documents prepared or furnished by Engineer pursuant to this Agreement are instruments of service, and Engineer shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the Engineer) whether or not the Project is completed. Engineer grants Owner a limited license to use the documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all services relating to preparation of the documents. Such limited license shall not create any rights in third parties. Reuse of any documents pertaining to this Agreement by Owner shall be at Owner's sole risk; and Owner agrees to indemnify, defend, and hold Engineer harmless from all claims, damages, and expenses including reasonable attorney's fees arising out of such reuse of documents by Owner or by others acting through Owner.

E. Construction Review

Engineer will observe the work as agreed to for general compliance with the construction documents. Engineer shall not at any time supervise, direct, control, or have authority over any contractor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a contractor to comply with Laws and Regulations applicable to that contractor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any contractor. Engineer has no stop work authority.

F. Environmental

Engineer assumes no liability for the detection or removal of any hazardous substances found at or adjacent to the Project site.

G. Owner Provided Information

Engineer shall have the right to rely on the accuracy of any information provided by Owner. Engineer will not review this information for accuracy.

H. Permits and Approvals

It is the responsibility of the Owner to obtain all necessary permits and approvals for the Project. Engineer will assist the Owner in obtaining permits and approvals as mutually agreed to in writing.

I. Access

Owner shall arrange for safe access to and make all provisions for Engineer and Engineer's consultants to enter upon public and private property as required for Engineer to perform services under this Agreement.

J. Limit of Liability

To the fullest extent permitted by law, the total liability, in the aggregate, of Engineer and Engineer's officers, directors, partners, employees, agents, and consultants, or any of them to Owner and anyone claiming by, through, or under Owner, for any and all injuries, losses, damages and expenses, whatsoever arising out of, resulting from, or in any way related to this Agreement from any cause or causes including but not limited to the negligence, professional errors or omissions, strict liability or breach of contract or warranty, express or implied, of Engineer or Engineer's officers, directors, partners, employees, agents, and consultants, or any of them, shall not exceed the total amount of \$2,000,000.

K. Insurance

Engineer will maintain insurance coverage for Workers' Compensation, General Liability, and Automobile Liability and will provide certificates of insurance to Owner upon request.

L. Termination of Contract

Either party may at any time terminate this Agreement with 7 days written notice for cause in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. Owner may terminate this Agreement for convenience with 30 days written notice, or the Project may be suspended by Owner with 30 days written notice. In the event of suspension or cancellation for convenience by Owner, Owner shall pay to Engineer all amounts owing to Engineer under this Agreement, for all work performed up to the effective date of notice.

M. Indemnification and Allocation of Risk

1. To the fullest extent permitted by law, Engineer shall indemnify and hold harmless Owner, Owner's officers, directors, partners, and employees from and against costs, losses, and damages (including but not limited to reasonable fees and charges of engineers, architects, attorneys, and other professionals, and reasonable court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of Engineer or Engineer's officers, directors, partners, employees, and consultants in the performance of Engineer's services under this Agreement.

2. To the fullest extent permitted by law, Owner shall indemnify and hold harmless Engineer, Engineer's officers, directors, partners, employees, and consultants from and against costs, losses, and damages (including but not limited to reasonable fees and charges of engineers, architects, attorneys, and other professionals, and reasonable court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of Owner or Owner's officers, directors, partners, employees, and consultants with respect to this Agreement.

3. To the fullest extent permitted by law, Engineer's total liability to Owner and anyone claiming by, through, or under Owner for any injuries, losses, damages and expenses caused in part by the negligence of Engineer and in part by the negligence of Owner or any other negligent entity or individual, shall not exceed the percentage share that Engineer's negligence bears to the total negligence of Owner, Engineer, and all other negligent entities and individuals.

4. The indemnification provision of paragraph M.1. is subject to and limited by the provisions agreed to by Owner and Engineer in paragraph J. "Limit of Liability," of this Agreement.

N. Independent Contractor

All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either Owner or the Engineer. Engineer's services under this Agreement are being performed solely for the Owner's benefit, and no other entity shall have any claim against Engineer because of this Agreement or the performance or nonperformance of services hereunder. Owner agrees to include a provision in all contracts with contractors and other entities involved in this Project to carry out the intent of this paragraph.

O. Force Majure

Engineer shall not be liable for any loss or damage due to failure or delay in rendering any service called for under this Agreement resulting from any cause beyond Engineer's reasonable control.

P. Severability and Waiver of Provisions

Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Engineer, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision. Non-enforcement of any provision by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

Q. Dispute Resolution

Owner and Engineer agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in questions between them arising out or relating to this Agreement or the breach thereof ("disputes") to mediation as a condition precedent to litigation.

R. Public Records

Engineer agrees to comply with the requirements of Wisconsin Statutes Sections 19.32 to 19.39 and Sections 19.81 to 19.98 – Wisconsin Public Records Law and Open Meetings Law.

END OF DOCUMENT

WATER FACILITIES

| Water - Wells and Pumphouses | 2016 | 2017 | 2018 | 2019 | 2020 | 2021 | 2022 | 2023 | 2024 | 2025 | 2026 |
|--|-------------------|-------------------|---------------------|-------------------|---------------------|------------------|-------------------|-------------------|-------------------|-------------------|------------------|
| Well No. 1 - City Hall Mitigation | \$ 100,000 | \$ 400,000 | \$ 1,000,000 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Well No. 2 - Green Rd Pump & Motor Replacement | \$ - | \$ 125,000 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Well No. 6 - North Ave Deep Pump & Motor Repl | \$ - | \$ - | \$ - | \$ 150,000 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Well No. 8 - Still River I | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Well No. 12 - Still River Mitigation Connections | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Bluemound Well Gross Alpha Mitigation | \$ - | \$ - | \$ - | \$ 50,000 | \$ 1,000,000 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Well No. 13 - Still River II | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 250,000 | \$ 500,000 | \$ - | \$ - | \$ - |
| Well No. 14 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 50,000 | \$ 50,000 | \$ 675,000 | \$ 75,000 |
| North Ave Window Replacement | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Appletree & North Shallow Roof Replacement | \$ - | \$ - | \$ - | \$ 23,000 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Deer Haven Roof Replacement | \$ 15,000 | \$ - | \$ - | \$ - | \$ 10,000 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| City Hall Well Roof Repairs | \$ - | \$ - | \$ - | \$ 10,000 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Bluemound Well Roof Repairs | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 12,000 | \$ - | \$ - | \$ - | \$ - | \$ - |
| Well Inspections and Repairs | \$ 75,000 | \$ 75,000 | \$ 75,000 | \$ 75,000 | \$ 75,000 | \$ 75,000 | \$ 75,000 | \$ 75,000 | \$ 75,000 | \$ 75,000 | \$ - |
| Chemical Feed Pump Upgrades | \$ 15,000 | \$ 10,000 | \$ 10,000 | \$ 10,000 | \$ 10,000 | \$ 10,000 | \$ 10,000 | \$ 10,000 | \$ 10,000 | \$ 10,000 | \$ 10,000 |
| Subtotal | \$ 205,000 | \$ 610,000 | \$ 1,085,000 | \$ 318,000 | \$ 1,095,000 | \$ 97,000 | \$ 335,000 | \$ 635,000 | \$ 135,000 | \$ 760,000 | \$ 85,000 |

| Water - Storage Facilities | 2016 | 2017 | 2018 | 2019 | 2020 | 2021 | 2022 | 2023 | 2024 | 2025 | 2026 |
|--------------------------------------|---------------------|-------------|-------------------|------------------|-------------|-------------|-------------------|-------------|-------------|-------------------|-------------------|
| New City Hall Tower | \$ 2,232,500 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 300,000 | \$ - |
| Carmelite Standpipe Rehab/Paint | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 225,000 | \$ - | \$ - | \$ - | \$ - |
| Green Rd Reservoir Paint & Repairs | \$ 240,000 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 300,000 |
| City Hall Tower Removal - Foundation | \$ - | \$ - | \$ 125,000 | \$ 75,000 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Subtotal | \$ 2,472,500 | \$ - | \$ 125,000 | \$ 75,000 | \$ - | \$ - | \$ 225,000 | \$ - | \$ - | \$ 300,000 | \$ 300,000 |

| Water - Transmission Mains | 2016 | 2017 | 2018 | 2019 | 2020 | 2021 | 2022 | 2023 | 2024 | 2025 | 2026 |
|---|-------------|-------------|-------------|-------------------|-------------------|-------------------|---------------------|-------------------|-------------|-------------|-------------|
| Paul Rd Water Main Relay | \$ - | \$ - | \$ - | \$ 725,000 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Prospect Avenue & Spring Creek | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 50,000 | \$ 20,000 | \$ 800,000 | \$ - | \$ - | \$ - |
| Bluemound Road (Busse Rd to Foster Ct) | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 130,000 | \$ 1,250,000 | \$ - | \$ - | \$ - | \$ - |
| Lindsay Rd (Balmer Park/Swan View Farm to Sports Complex) | \$ - | \$ - | \$ - | \$ - | \$ 500,000 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Lindsay Rd (Svan Rd to Balmer Park) | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 500,000 | \$ - | \$ - | \$ - | \$ - | \$ - |
| Subtotal | \$ - | \$ - | \$ - | \$ 725,000 | \$ 500,000 | \$ 680,000 | \$ 1,270,000 | \$ 800,000 | \$ - | \$ - | \$ - |

| Water Meter Program | 2016 | 2017 | 2018 | 2019 | 2020 | 2021 | 2022 | 2023 | 2024 | 2025 | 2026 |
|---|-------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|
| Water Meter Program | \$ 100,000 | \$ 48,000 | \$ 48,500 | \$ 48,500 | \$ 49,000 | \$ 49,000 | \$ 49,500 | \$ 49,500 | \$ 50,000 | \$ 50,000 | \$ 50,500 |
| Trimble Handheld Meter Reader | \$ 7,200 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 7,200 | \$ - | \$ - |
| Meter Reading Software & Hardware Upgrade | \$ - | \$ - | \$ - | \$ - | \$ 12,000 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Subtotal | \$ 107,200 | \$ 48,000 | \$ 48,500 | \$ 48,500 | \$ 61,000 | \$ 49,000 | \$ 49,500 | \$ 49,500 | \$ 57,200 | \$ 50,000 | \$ 50,500 |

| SEWER FACILITIES | 2016 | 2017 | 2018 | 2019 | 2020 | 2021 | 2022 | 2023 | 2024 | 2025 | 2026 |
|------------------------------------|-------------|------------------|------------------|-------------------|-------------------|------------------|------------------|------------------|------------------|------------------|------------------|
| Gun Club Rehab | \$ - | \$ - | \$ 50,000 | \$ 100,000 | \$ 900,000 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Spice Creek Lift Station Rehab | \$ - | \$ - | \$ - | \$ 75,000 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Lift Station Inspections & Repairs | \$ - | \$ 35,000 | \$ 35,000 | \$ 45,000 | \$ 45,000 | \$ 45,000 | \$ 45,000 | \$ 45,000 | \$ 45,000 | \$ 45,000 | \$ 45,000 |
| Subtotal | \$ - | \$ 35,000 | \$ 85,000 | \$ 220,000 | \$ 945,000 | \$ 45,000 | \$ 45,000 | \$ 45,000 | \$ 45,000 | \$ 45,000 | \$ 45,000 |

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

DATE: August 19, 2019

DEPARTMENT: PW - Water/Sewer

PROVIDED BY: Jeffrey Weigel, Public Works Director & City Engineer

SUBJECT:

Discussion and Possible Action to Allow the Property Located at N32 W22198 Shady Lane (PWC 0912-053) to Connect to the Sanitary Sewer in Hill 'n Dale Circle South Via Easement Across an Adjacent Parcel [Weigel]

BACKGROUND:

In 1995 sewer and water were proposed to serve the entire Hill 'n Dale subdivision, but rejected by the residents at the July 12, 1995 Public Hearing. In 1996 and 1997 the sewer and water were installed in all of Hill 'n Dale but Shady Lane and Shady Nook.

In 1997 Mr. Brouwer asked to connect his Shady Lane home to the sewer in Hill 'n Dale Circle south via an easement through the lot he owned behind his Shady Lane home, and the Town approved same. See attached agreement.

Now comes Mr. Zabel with a similar request for his home at N32 W22198 Shady Lane. We reviewed the 1997 Brouwer agreement and would be supportive of a similar agreement with Brouwer provided that we make sure that we recover our staff costs (attorney, PWD inspections of road cut and connection) as well as the special assessments of record (Sewer RCA \$2,948.00 and Hill 'n Dale ICA \$3,983.00) and the Shady Lane anticipated sewer main assessment of \$26,753.11. See attached Aug. 9 e-mail to Mr. Zabel.

FINANCIAL IMPACT:

There should be no negative fiscal impact should we guess correctly on the \$26,753.11 future Shady Lane sewer main assessment. According to the 1997 agreement, if the deposit is more than the future assessment, then we refund the difference; however, if our \$26k is low, then we do not recover the difference. City Attorney would have to review this issue if authorized to prepare a new agreement for Zabel. Otherwise, Zabel would be paying all of our costs and assessments.

RECOMMENDED MOTION:

Common Council authorizes the City Attorney to prepare a sewer connection agreement for Mr. Zabel, similar to the Brouwer agreement of 1997, and authorizes the Mayor and Clerk to execute the agreement contingent upon the approval of the final form of the agreement by the City Attorney and City Engineer.

ATTACHMENTS:

Description

May 15 Request of Zabel

Map (air photo)

1997 Brouwer agreement

Weigel Aug 9 to Zabel with estimated costs

and further e-mail distribution is prohibited. All personal messages express views solely of the sender, which are not attributed to the municipality I represent and may not be copied or distributed with this disclaimer. If you have received this message in error please notify me immediately.

From: Erik Zabel [mailto:erik.zabel@klmmachining.com]

Sent: Wednesday, May 15, 2019 12:42 PM

To: Weigel, Jeff <Weigel@pewaukee.wi.us>

Subject: Zabel Sewer easement request - N32W22198 Shady Lane, Pewaukee WI 53072 - Lots 40 and 26

Importance: High

Dear Mr. Weigel,

I reside at LOT 40 BLK 2 HILL N DALE SUBDIVISION PT SE1/4 SEC 12 T7N R19E R2523/1312 (N32W22198 Shady Lane) and I also own the vacant property directly behind my home, LOT 26 BLK 2 HILL N DALE SUBDIVISION PT SE1/4 SEC 12 T7N R19E DOC# 3477116. These are 2 separate lots.

I am considering selling my lower vacant LOT 26 in the near future; therefore I am requesting approval from the City of Pewaukee to connect my home on Lot 40 to the sewer running along Hill N Dale Circle by granting myself an easement to run the piping through Lot 26. Once approved, I would connect to sewer immediately so that the project would be complete before I sell the Lot 26 property. This way a potential buyer will not need to worry about me ripping into their new lawn and installing piping at a later date.

There is precedent in approving this request as another homeowner, Kevin Brouwer (Lot 34), on Shady Lane received approval 20 years ago for this and is now connected to sewer along Hill N Dale Circle through his lower Lot 31. Please consider my request for approval and let me know what the next step(s) would include.

Best Regards,

Erik Zabel

Owner

KLM Machining, Inc.

Ph: 262.246.9999

Fax: 262.246.9989

W227N6165 Sussex Rd., Sussex WI 53089





Waukesha County GIS Map



Legend

- Civil Division Boundary
- Parks
- Assessment Data
- Parcels
- Plats
- Retired Parcels
- Retired Plats
- Municipal Boundary_2K
- FacilitySites_2K_Labels
- Lots_2K
 - Lot
 - Outlot
- SimultaneousConveyance
 - Assessor Plat
 - CSM
 - Condominium
 - Subdivision
- Cartoline_2K
 - <all other values>
 - EA-Easement_Line
 - PL-DA
 - PL-Extended_Tie_line
 - PL-Meander_Line
 - PL-Note
 - PL-Tie
 - PL-Tie_Line
- Road Centerlines_2K
- Railroad_2K
- TaxParcel_2K
- Waterbodies_2K_Labels
- Waterlines_2K_Labels
- Municipal Boundary_5K
- FacilitySites_5K_Labels
- Waterbodies_5K_Labels
- Waterlines_5K_Labels
- Railroad_5K

Brouwer
1997

0 182.26 Feet

The information and depictions herein are for informational purposes and Waukesha County specifically disclaims accuracy in this reproduction and specifically admonishes and advises that if specific and precise accuracy is required, the same should be determined by procurement of certified maps, surveys, plats, Flood Insurance Studies, or other official means. Waukesha County will not be responsible for any damages which result from third party use of the information and depictions herein, or for use which ignores this warning.

Notes:

Printed: 7/2/2019



D-31
BE 3/12/07
FILE COPY
H86

AGREEMENT
TO PROVIDE FOR SEWER SERVICE

THIS AGREEMENT entered into this 30th day of September, 1997, by and between JAY H. BROUWER and LYNN M. BROUWER, husband and wife, hereinafter referred to as "Parties of the First Part", and TOWN OF PEWAUKEE SANITARY DISTRICT NO. 3, a municipal corporation, hereinafter referred to as "Party of the Second Part",

WITNESSETH:

Per Jeff, status of
this agreement has not
changed as of 12/11/01.
BX 3/21/07

WHEREAS, the Parties of the First Part have an existing home located on Lot 34 on Shady Lane in Hill n' Dale Subdivision, Town of Pewaukee, Waukesha County, Wisconsin; and

WHEREAS, said Parties of the First Part own a vacant lot located on Hill n' Dale Circle, that lot being Lot 31, Hill n' Dale Subdivision, Town of Pewaukee, Waukesha County, Wisconsin; and

WHEREAS, Parties of the First Part are in need of sewer service for their residence located on Lot 34 of said subdivision, which lot bears a street address of N31 W22050 Shady Lane, Pewaukee, Wisconsin, for the reason that their existing septic system is failing; and

WHEREAS, Party of the Second Part has installed a sewer main in Hill n' Dale Circle, but has not as yet installed sewer in Shady Lane; and

WHEREAS, it has been the policy of the Party of the Second Part that before sewer can be installed in any street, the Party of the Second Part requires a majority positive vote requesting such sewer from the lot owners fronting upon said street; and

WHEREAS, as of the date of this Agreement, the lot owners fronting upon Shady Lane have indicated their decision by a majority vote not to request sewer service at this time; and

WHEREAS, Parties of the First Part have requested from the Party of the Second Part permission to obtain sewer from Hill n' Dale Circle across their vacant lot, Lot 31, to provide their lot with the residence located on Lot 34 of Hill n' Dale Subdivision, with sewer service; and

7.2.2.

WHEREAS, Party of the Second Part has agreed to allow Parties of the First Part to obtain sewer off Hill n' Dale Circle upon certain terms and conditions.

NOW, THEREFORE, IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES as follows:

SECTION I. AGREEMENT TO PROVIDE SEWER

Party of the Second Part hereby agrees that it will allow Parties of the First Part to make a lateral connection to the main located in Hill n' Dale Circle, which connection shall allow sewer service to both Lots 31 and 34 of Hill n' Dale Subdivision, and that said connection shall be permitted to be made on the following terms and conditions:

A. Parties of the First Part shall pay the Reserve Capacity Assessment (RCA) of \$1,323.00 and the Interceptor Capacity Assessment (ICA) of \$1,783.00 for sewer service to Lot 34, Hill n' Dale Subdivision. The amounts shown above are the rates for the year 1997 and may increase with each succeeding year.

B. Parties of the First Part shall be permitted to install a private sewer lateral from the lateral stub connection for Lot 31 located on Hill n' Dale Circle, and to install said lateral to a point necessary to serve the residence on Lot 34, which is located on Shady Lane. Parties of the First Part shall be responsible for all expenses of the installation of said private lateral. The portion of the lateral where it connects from the main to the lot line normally referred to as the "lateral stub" shall also be the joint responsibility of the owners of Lots 31 and 34, Hill n' Dale Subdivision. As soon as a residence is constructed on Lot 31, a direct connection shall be permitted to the said private lateral at such location as may be appropriate and convenient.

C. Parties of the First Part shall pay to Party of the Second Part a special assessment in the total sum of \$10,937.68 on such terms and conditions as agreed to by the Party of the Second Part, said figure being a figure that has been agreed upon by the parties hereto

as the appropriate assessment that the Parties of the First Part would have paid had the sewer been installed when they needed it in 1995.

Said \$10,937.68 shall be placed in an interest-bearing account by the Party of the Second Part to be held in escrow until such time as sewer is installed in Shady Lane. At the time that sewer is installed in Shady Lane, said funds being held by Party of the Second Part shall be applied against the special assessment for the Shady Lane sewer and shall constitute the entire obligation that Lot 34 shall bear for said sewer special assessment at that time. If the project results in a lower special assessment for each lot on Shady Lane, then any excess funds being held by Party of the Second Part shall be refunded to the Parties of the First Part.

Both parties agree that the figure of \$10,937.68 is a negotiated figure and not subject to any further negotiation. ~~Eight~~ 8104

D. Parties of the First Part shall provide proof to Party of the Second Part that they have recorded on the title of Lots 31 and 34, Hill n' Dale Subdivision, an easement allowing the sewer lateral to extend from Hill n' Dale Circle to Lot 34 on Shady Lane, and further, that Parties of the First Part shall provide Party of the Second Part with an acceptable joint sewer use agreement, spelling out in detail the rights and obligations of the owners of Lots 31 and 34, to the continuation of the joint lateral. Parties of the First Part shall furthermore provide in said joint lateral agreement a provision that will allow Party of the Second Part to make such necessary repairs, reconstruction or other needed activity in the event the owners of Lots 31 and 34 neglect or refuse to perform said repairs or reconstruction, and that said cost incurred by said Party of the Second Part shall be charged against the two benefiting properties pursuant to §66.60(16), Wisconsin Statutes.

E. The existing special assessment for the sewer on Hill n' Dale Circle shall be paid by Parties of the First Part on Lot 31 under such terms and conditions as established in the Final Assessment Resolution as adopted by the Party of the Second Part on the 25th day of June, 1996.

F. Since the Parties of the First Part will now have sewer service on Lot 34, they hereby agree that in any votes taken by the Party of the Second Part on the question of sewer service for Shady Lane, they shall not vote against the project for sewer service to Shady Lane, and, in fact, if they decide to take advantage of sewer service from Shady Lane when that project is commenced, they shall only be assessed the lateral stub portion of the assessment, and any other additional costs that might be incurred by the Party of the Second Part to provide them with service off Shady Lane.

G. Parties of the First Part agree that, in the event Shady Lane is repaved, and said repaving is unrelated to the installation of sewer, they will still be responsible to the Town of Pewaukee for the normal street repaving assessment. Furthermore, if Shady Lane is repaved as a part of the sewer project, then the liability of Parties of the First Part for said repaving shall be satisfied by the escrowed funds being held by Party of the Second Part.

H. In the event Party of the Second Part is challenged by lawsuit by anyone for the removal of Parties of the First Part from a future Shady Lane sewer project, or for treating them differently than other lot owners on Shady Lane, Parties of the First Part agree that they will hold Party of the Second Part harmless from any liability of that lawsuit. Party of the Second Part agrees that it will tender the defense of any such lawsuit to its insurance carrier, and that the liability of the Parties of the First Part shall only extend to those expenses incurred by the Party of the Second Part not covered by the insurance carrier. Furthermore, the hold harmless statement agreed to herein shall include all unreimbursed attorneys fees incurred by the Party of the Second Part, all unreimbursed litigation expenses, payment of any unreimbursed monetary judgments that might be levied against the Party of the Second Part for costs, or for the missing assessment.

SECTION II. NEGOTIATED SETTLEMENT

The parties agree that this Agreement represents a negotiated settlement between the parties and will not be subject to future change or amendment without the future agreement of the parties, their

heirs or assigns. Since this is a negotiated settlement and is based on the premise that the Parties of the First Part have immediate need for sewer, in the event Parties of the First Part have not made connection to the sewer, as provided for in this Agreement, by December 31, 1998, then this entire Agreement shall be declared null and void.

PARTIES OF THE FIRST PART

Jay H. Brouwer
Jay H. Brouwer

Lynn M. Brouwer
Lynn M. Brouwer

DATE: 10-30-97

**PARTY OF THE SECOND PART
TOWN OF PENAUKEE SANITARY DISTRICT NO. 2**

By: James Engman
James Engman, President

ATTEST:

Carol L. Plant
Carol L. Plant, Deputy Secretary

DATE: 11-12-97

This Instrument Drafted by
Attorney Dale W. Arenz
ARENZ, MOLTER, MACY & RIFFLE, S.C.
720 N. East Avenue
Waukesha, WI 53186

Weigel, Jeff

From: Weigel, Jeff
Sent: Friday, August 09, 2019 1:34 PM
To: Erik Zabel
Subject: RE: Zabel Sewer easement request - N32W22198 Shady Lane, Pewaukee WI 53072 - Lots 40 and 26
Attachments: Sewer Agreement - Brouwer.pdf

Mr. Zabel:

Brouwer was allowed to make a connection similar to your request via agreement in 1997, and a copy of that agreement is attached for your information. Using the general template of Brouwer's agreement, I can provide some estimates of the assessments or costs that would be paid to the City for your proposal.

The agreement requires payment of the Sewer Reserve Capacity Assessment (RCA) and Hill'n Dale Interceptor Capacity Assessment prior to connection (Utility "connection fees"). The 2019 Sewer RCA is \$2,948.00 and the Hill'n Dale Sewer ICA is \$3,983.00.

The agreement requires the deposit of the special assessment for the sewer main that would be installed in Shady Lane. I would recommend that that deposit would be \$26,753.11, based on the \$10,937.68 sewer main assessment presented to the Shady Lane property owners in July 1995 (and rejected), adjusted for 3.5% increase each year from 1995 to 2021 (my best guess when Shady Lane sewer would next be proposed).

Your plumber would have to construct a new lot 40 sewer lateral connection to the sewer main in Hill'n Dale Circle, cutting into and replacing the asphalt pavement. A City Street Opening permit is required, \$50 permit application fee and \$1,000 cash deposit which would be held for 1-year after the asphalt is replaced. City Public Works staff will inspect the sewer connection, the slurry backfill (your plumber will be required the backfill the entire trench under the pavement and within 5' of the edge of pavement), and the replacement of the asphalt. The asphalt replacement will be a minimum of 5" thick hot sheet asphalt placed in multiple layers. It is difficult to predict these inspection costs as it is controlled by your contractors, but plan on about \$500 for these inspection costs. Your plumber should be aware that there were some high bedrock in the Hill'n Dale project.

The Brower agreement would be re-drafted by the City Attorney upon Council authorization . It is difficult to predict the attorney's cost, but I would recommend planning on \$500-\$1000 for the agreement preparation.

The cost estimates above do not include either the City Plumbing Permit/Inspection costs or your own plumber/contractor costs.

Let me know by Tuesday Aug. 13 if you still want to pursue this connection; if so, I would summarize this for the Common Council consideration at their Aug. 19, 2019 meeting (7 PM). At that meeting I would request authorization to have the City Attorney draft up the new agreement and ask for the Council's authority to have the Mayor sign the agreement contingent on the City Attorney and City Engineer being satisfied with the form of the agreement. If Aug. 13 is too soon, we would need to aim for the Sept. 16 Council meeting.

Jeff

Jeffrey Weigel, PE
Public Works Director
City of Pewaukee

This message originates from the City of Pewaukee. It contains information that may be confidential or privileged and is intended only for the individual named above. It is prohibited for anyone to disclose, copy, distribute, or use the contents of this message without permission, except as allowed by the Wisconsin Public Record Law. If this message is sent to a quorum of a governmental body, my intent is the same as though it were sent by regular mail

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

DATE: August 19, 2019

DEPARTMENT: PW - Engineering

PROVIDED BY: Jeffrey Weigel, PE Public Works Director

SUBJECT:

Discussion and Possible Action to Authorize and Pay for the Intersection Safety Study of Lindsay Road and CTH F (Redford Blvd.) as a Part of Their Overall Intersection Safety Study this Year [Weigel]

BACKGROUND:

Over the past several years, citizens and Alderpersons have asked us to investigate installing traffic signals in the CTH F & Lindsay Road intersection. I was recently asked by a representative of the Victoria Station homeowners association how to start the process to get signals in the intersection, and I said it has been discussed over the years but not followed through. I suggested contacting the Alderpersons representing the district as well as the Waukesha County Supervisor for the district, both of whom would be important for support at their respective agencies. County Supervisor Swan contacted Waukesha County DPW, and found that similar safety studies were underway in other County intersections. Administratively, the County could add our request as an addendum to their current study agreement, and I indicated that I thought Pewaukee would be willing to fund this additional study work (\$4,984.00). If the Council were to authorize this funding this year, the work would be completed by the end of fall, 2019.

FINANCIAL IMPACT:

We do not have any account specific to traffic studies in the current budget. The Council could authorize us to "overspend" our Outside Engineering account or approve funding from another source, such as the Contingency account.

The Outside Engineering account is always a guess at budget time, essentially consisting of Engineering Consultant Fees associated with development review (paid by developers) and the rare non-development engineering function not associated with a capital project (bridge inspections). By using the term "Overspending" the account, I am simply saying that in October 2018, I guessed that we would be spending about \$35,000 on Outside Engineering, not including \$5,000 for this intersection study. As of 7/31/19 we have charged only about \$5,000 of the \$35,000 budgeted in this account and it is unknown, even as of August 2019, what developments will get under construction this year--the two major ones are the Swan View Farms Estates and The Glen at Parkway Ridge.

RECOMMENDED MOTION:

Common Council authorizes the City of Pewaukee to have Waukesha County include the safety analysis of the CTH F & Lindsay Road Intersection as part of their 2019 safety analysis at a cost to the City of \$5,000 to be paid out of the Engineering "Outside Engineering" account.

ATTACHMENTS:

Description

AGREEMENT FOR ENGINEERING SERVICES

THIS AGREEMENT is entered into between **Waukesha County** (Client) and **Traffic Analysis & Design, Inc.** (Engineer), based upon Client's intention to conduct a traffic study at the intersection of CTH L & Lindsay Road in Waukesha County, Wisconsin (the Project) and Client's requirement for certain engineering services in connection with the Project (the Services) which Engineer is prepared to provide.

1. Engineer shall provide the Services described in Attachment A, "Scope of Services", according to Attachment A, "Schedule".
2. Client shall pay Engineer in accordance with Attachment A, "Compensation". Invoices shall be due and payable upon receipt. Invoice amounts not paid within 30 days after receipt shall accrue interest at the rate of 1.5% per month (or the maximum rate permitted by law, if less), with payments applied first to accrued interest and then to unpaid principal.
3. The same degree of care, skill, and diligence shall be exercised in the performance of the Services as is ordinarily possessed and exercised by a member of the same profession, currently practicing, under similar circumstances. No other warranty, express or implied, is included in this Agreement or in any drawing, specification, report, opinion, or other instrument of service, in any form or media, produced in connection with the Services.
4. Engineer shall not be liable to Client for any consequential damages resulting in any way from the performance of the Services. To the fullest extent permitted by law, Engineer's liability under this Agreement shall not exceed Engineer's total compensation actually received under this Agreement.
5. Engineer and Client waive all rights against each other for damages covered by property insurance during and after the completion of the Services.
6. Notwithstanding anything to the contrary in any Attachments hereto, Engineer has no responsibility for (a) construction means, methods, techniques, sequences, procedures, or safety precautions and programs in connection with the Project; or (b) the failure of any contractor, subcontractor, vendor, or other Project participant, not under contract to Engineer, to fulfill contractual responsibilities to Client or to comply with federal, state, or local laws, regulations, and codes.

7. Engineer does not guarantee that proposals, bids, or actual Project costs will not vary from Engineer's cost estimates or that actual schedules will not vary from Engineer's projected schedules.

8. This Agreement may be terminated upon written notice at Client's convenience or by either party in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement. Engineer shall terminate performance of Services on a schedule acceptable to Client, and Client shall pay Engineer for all Services performed and reasonable termination expenses. Paragraphs 4 and 5 shall survive any termination or completion of this Agreement.

9. All documents prepared by Engineer pursuant to this Agreement are instruments of service in respect to the Project. Any use except for the specific purpose intended by this Agreement will be at the user's sole risk and without liability or legal exposure to Engineer. Engineer shall retain its ownership in its data bases, computer software, and other proprietary property. Intellectual property developed, utilized, or modified in the performance of the Services shall remain the property of Engineer.

10. The Services provided for in this Agreement are for the sole use and benefit of Client and Engineer. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than Client and Engineer.

11. Any notice required by this Agreement shall be made in writing to the address specified below:

Client: Waukesha County
515 W Moreland Blvd • AC 220
Waukesha WI 53188

Attn:Carolynn Gellings, PE, Engineering
Services Manager

Engineer: Traffic Analysis & Design, Inc.
N36 W7505 Buchanan Street
Cedarburg, WI 53012

Attn: John A. Bieberitz, P.E., PTOE

IN WITNESS WHEREOF, Client and Engineer have executed this Agreement, effective as of August 6, 2019.

Waukesha County (Client)

By: _____

Title: _____

Date: _____

Traffic Analysis & Design, Inc. (Engineer)

By:  _____
John A. Bieberitz, P.E., PTOE

Date: 8/6/19

ATTACHMENT A

SCOPE OF SERVICES

Engineer will conduct a traffic study at the intersection of County Trunk Highway (CTH) F and Lindsay Road consisting of traffic counts, traffic operations analysis, traffic signal warrant analysis, crash analysis, and a memorandum documenting the findings and recommendations. Each element of the scope is outlined below.

Task 1 – Data Collection

Engineer will collect traffic turning movement counts at the CTH F and Lindsay Road intersection on a typical weekday from 6 AM to 7 PM. The traffic turning movement counts will be conducted to WisDOT standards with cars, trucks, busses, bikes and pedestrians counted separately per movement in 15-minute intervals. Engineer will collect a photo log, intersection geometric data, and turn bay lengths. The Engineer will compile the traffic count data and geometric data for a base map for the traffic analysis.

Task 2 – Traffic Operations Analysis

Engineer will conduct an intersection operational analysis for the weekday AM and PM peak hours for the CTH F and Lindsay Road intersection for the following scenarios:

- Existing (2019) conditions with two-way-stop-control
- Existing (2019) conditions with traffic signal

Engineer will make recommendations such as turn bay length extensions, additional turn lanes, channelization, traffic control modifications and other improvements required to provide LOS 'D' or better for all traffic movements.

Engineer will conduct a traffic signal warrant analysis for the existing conditions and compare that data to the traffic signal warrant thresholds in the Manual of Uniform Traffic Control Devices (MUTCD) and the WisDOT left turn conflict analysis to determine if a traffic signal is warranted. All traffic volume warrants will be evaluated except for the School Crossing Warrant.

Task 3 – Crash Analysis

Engineer will plot the past five years (2014-2018) of crashes at the CTH F and Lindsay Road intersection. Engineer will review the crash patterns identified in the crash plots and identify potential safety improvement options, including changing the traffic control of the intersection from side-stop control to traffic signal control. Engineer will utilize the crash data to determine the

"Economic Loss" at the intersection due to crashes. Engineer will utilize the crash data, economic loss and potential recommended improvements to determine if the CTH F and Lindsay Road would meet the requirements for HSIP funding.

Task 4 – Report

Engineer will prepare a technical memorandum summarizing the findings of the analysis and recommendations for the next steps.

ADDITIONAL WORK

In-person meetings are not included in the scope of work and would require an amendment.

SCHEDULE

Engineer will complete the traffic study within three weeks of authorization, or sooner if possible.

COMPENSATION

Compensation for the services described above, CLIENT shall pay Engineer a lump sum fee of Four Thousand Nine Hundred and Eighty-Four Dollars (\$4,984.00).

All services not cited in Attachment A, Scope of Services, will be conducted as additional services under an Amendment to this Agreement.

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

DATE: August 19, 2019

DEPARTMENT: Administration

PROVIDED BY: Nick Fuchs

SUBJECT:

Discussion and Possible Action Regarding **Ordinance 19-21** Rezoning the Property Located at N40 W27535 Glacier Road (PWC 0890-999-002) From Rs-2 Single-Family Residential District To Rs-3 Single-Family Residential District and Pthe roperty Bearing Tax Key No. PWC 0890-999-007 From Rs-2 Single-Family Residential District and UC Upland Conservancy District To Rs-3 Single-Family Residential District and UC Upland Conservancy District as Requested by Gary Klatt [Fuchs]

BACKGROUND:

At their August 15, 2019 meeting, the Plan Commission approved a motion recommending approval of a Rezoning request to rezone the proposed Lot 1 (PWC 0890 999 002) from Rs-2 Single-Family Residential District to Rs-3 Single-Family Residential District and the proposed Lot 2 (PWC 0890 999 007) from Rs-2 Single-Family Residential District and UC Upland Conservancy District to Rs-3 Single-Family Residential District and UC Upland Conservancy District.

FINANCIAL IMPACT:

RECOMMENDED MOTION:

A motion to approve the Rezoning request to rezone the proposed Lot 1 (PWC 0890 999 002) from Rs-2 Single-Family Residential District to Rs-3 Single-Family Residential District and the proposed Lot 2 (PWC 0890 999 007) from Rs-2 Single-Family Residential District and UC Upland Conservancy District to Rs-3 Single-Family Residential District and UC Upland Conservancy District.

ATTACHMENTS:

Description

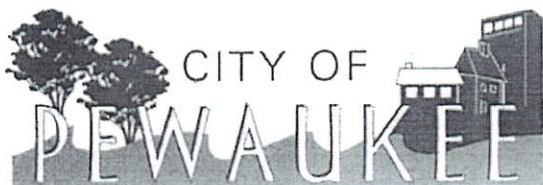
Rezoning Petition

Ordinance 19.21

Rezoning Map

Project Narrative

Staff Report



Office of the Planner & Community Development Director
W240 N3065 Pewaukee Road
Pewaukee, Wisconsin 53072
Phone (262) 691-0770
Fax (262) 691-1798
fuchs@pewaukee.wi.us

PETITION FOR A REZONING DISTRICT MAP AMENDMENT

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

The undersigned hereby petitions the Common Council of the City of Pewaukee, Waukesha County, Wisconsin to rezone the following property **FROM** Rs-2

zoning district(s) **TO** Rs-3 zoning district(s):

Legal description of property to be rezoned – Please attach.

Common property description or name: N40 W27535 Glacier Road

Property Address: See above

Tax Key Number(s): PWC 0890999002
PWC 0890999003

Property owner(s) (Full Legal Name): Gary R. Klatt

Owner's Address: N40 W27535 Glacier Road **City/State/Zip:** Pewaukee, WI 53072

Phone: 414-271-5400

Email: pgalganski@gpjlaw.com

This amendment to the zoning map is being proposed in order to obtain approval of two proposed Certified Survey Maps, copies attached.

Applicant (Full Legal Name):

Name: Gary R. Klatt

Company: _____

Address: N40 W27535 Glacier Road

City/State/Zip: _____

Phone: 414-271-5400

Email: _____

Contact Person (Full Legal Name):

Name: Paul J. Galganski

Company: Galanis, Pollack, Jacobs & Johnson, S.C.

Address: 839 N. Jefferson Street, Suite 200

City/State/Zip: Milwaukee, WI 53202

Phone: 414-271-5400

Email: pgalganski@gpjlaw.com

Rezoning submittals must include and be accompanied by the following:

- ☐ This Application form accurately completed with original signatures.
- ☐ Application Filing Fee, payable to the City of Pewaukee:
 - o \$400.00, plus cost for publication, notice and all attorney fees related to Project
- ☐ Five (5) complete collated sets of Application materials to include:
 - o A written project narrative detailing the request and proposed zoning as well as any future development plans or any proposed site or building improvements.
 - o A Rezoning Exhibit that illustrates the property boundaries, areas to be rezoned and specifically notes the existing and proposed zoning.
 - o Building and Site Plans as may be applicable.
- ☐ All application materials provided in a digital format (Adobe PDF). Materials may be submitted on a USB Flash Drive or emailed to hurd@pewaukee.wi.us.
- ☐ Note twelve (12) additional sets of plans will be required for Plan Commission following staff review of the initial submittal. These plans should be revised in response to staff comments as may be necessary.

STATE OF WISCONSIN

CITY OF PEWAUKEE

WAUKESHA COUNTY

ORDINANCE 19-21

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

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

FROM: **RS-2 SINGLE-FAMILY RESIDENTIAL**

TO: **RS-3 SINGLE-FAMILY RESIDENTIAL**

SECTION 1 - DESCRIPTION

The following described property:

PWC 0890999002

LOT 1 & OUTLOT 1 CERT SURV 8822 VOL 78/284 REC AS DOC# 2492143 PT NW1/4 & NE1/4 SEC 7 & PT SW1/4 SEC 6 T7N R19E: DOC# 2696946

PWC 0890999003

LOT 2 & OUTLOT 2 CERT SURV 8822 VOL 78/284 2.157 AC PT NW1/4 & NE1/4 SEC 7 & PT SW1/4 SEC 6 T7N R19E DOC# 2696945

Common Description: N40 W27535 Glacier Raod

Tax Key Number: PWC 0890-999-002 & PWC 0890-999-003

SECTION 2 –SEVERABILITY

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

SECTION 3 - ACTION

This Ordinance shall take effect upon passage and posting.

Dated this 19th day of August, 2019

COMMON COUNCIL OF THE CITY OF PEWAUKEE
WAUKESHA COUNTY, WISCONSIN

Attest:

Steve Bierce, Mayor

Kelly Tarczewski, Clerk/Treasurer

Rs-3

ISHNALA
TRAIL

Rs-3

↑
N
1" = 100'

GLACIER ROAD

Rs-4

Rs-4

Rs-2

Rs-2

Rs-2

Rs-5

Rs-5

UC

UC

UC

Rs-7

Rs-7

HILLSIDE

GROVE ROAD

UC

Rs-7

Rs-7

Rs-7

Rs-7

**REZONE FROM
Rs-2 TO Rs-3**

Rs-2

ATTACHMENT TO PETITION FOR A ZONING DISTRICT MAP AMENDMENT

Gary R. Klatt, N40 W27535 Glacier Road, Pewaukee (the "Petitioner"), is the owner of current Lot 1 and Lot 2 of Certified Survey Map 8522, and he is requesting that they be rezoned from Rs-3 to Rs-3.

Currently, the two lots meet the 2.0 minimum acreage requirement of a Rs-2 zoning.

The Petitioner and William and Tosca Russo (the "Russos"), the owners of Lot 3 of Certified Survey Map 8522, have also submitted an Application for Minor Land Division/Certified Survey Map seeking the approval of two new certified survey maps. The purpose of this request is to convey the south forty feet of Lots 1 and 3 to the Russos, and thereafter make it a part of Lot 3. The Russos desire to own this land in order to construct a home on Lot 3. The parties are also requesting that the configuration of Outlots 2 and 3 of Certified Survey Map 8522 be modified.

If the proposed certified maps are approved, the south lot lines of Lot 1 and 2 will be moved forty feet north, and the north lot line of Lot 3 will be moved forty feet north.

A copy of Certified Survey Map 8822 showing the current south lot lines of Lot 2 and Lot 3, and the north lot line of Lot 3, is attached.

Lots 1 and 2, after they are reconfigured in the proposed certified survey maps, will each be less than two acres in size. Rs-3 zoning permits lots less than two acres in size.

Please also note that the Application for Minor Land Division/Certified Survey Map incorrectly references tax key number PWC 0890999003 for Lot 2. That was the old tax key number. The current tax key number is PWC 0890999007.



Office of the Planner & Community Development Director
W240 N3065 Pewaukee Road
Pewaukee, Wisconsin 53072
Phone (262) 691-0770 Fax (262) 691-1798
fuchs@pewaukee.wi.us

REPORT TO THE PLAN COMMISSION

Meeting of July 18, 2019

Date: July 9, 2019

Project Name: Klatt & Russo Certified Survey Maps

Project Address/Tax Key No.: Approximately N40W27535 Glacier Road/PWC 0890999002, PWC 0890999007 and PWC 0890999004

Applicant: Gary Klatt and William and Tosca Russo

Property Owner: Gary Klatt (PWC 0890999002 and PWC 0890999007) and William and Tosca Russo (PWC 0890999004)

Current Zoning: Rs-2 Single-Family Residential District, UC Upland Conservancy District, LC Lowland Conservancy District, F-1 Floodplain District and SO Shoreland Overlay District

Proposed Zoning: Lot 1 (PWC 0890 999 002) from Rs-2 Single-Family Residential District to Rs-3 Single-Family Residential District and Lot 2 (PWC 0890 999 007) from Rs-2 Single-Family Residential District and UC Upland Conservancy District to Rs-3 Single-Family Residential District and UC Upland Conservancy District

2050 Land Use Map Designation: Low Density Residential (> 2 AC./DU) and Flood Plains, Lowland & Upland Conservancy, and Other Natural Areas

Use of Surrounding Properties: Single-family residential to the north, south, east and west and CP Rail System and vacant RS-2, UC, LC & F-1 zoned property to the south

Project Description

The applicant submitted a Rezoning Petition and two separate certified survey maps requesting to reconfigure three existing lots and three existing outlots, which are all part of CSM No. 8822. According to the applicant, no new development is anticipated at this time on Lots 1 and 2. The owner of Lot 3 anticipates building a new home in the future.

The three lots are currently zoned Rs-2 Single-Family Residential District and UC Upland Conservancy District. The three outlots are zoned Lowland Conservancy District and F-1 Floodplain District. The Shoreland Overlay District also applies as the properties are within 1,000 feet of Pewaukee Lake. Only a small portion of land adjacent to Glacier Road is beyond 1,000 feet, thus outside of the SO District.

There is no floodplain on the lots and the Wisconsin Department of Natural Resources Surface Water Data Viewer does not show any wetlands or hydric soils. The majority of the properties, except for a portion abutting Glacier Road is designated as Primary Environmental Corridor per the SEWRPC Regional Map Server.

Below describes the changes to the three lots and three outlots resulting from both certified survey maps.

Lots 1, 2 and 3

The applicant is proposing to increase the area of the existing Lot 3 by shifting the north property line approximately 40-feet north. This in turn reduces the size of Lots 1 and 2. The applicant is also proposing to slightly shift the internal property line between Lots 1 and 2.

Below are the existing and proposed lot sizes for each lot.

| Lot number | Existing lot size per CSM No. 8822 | Proposed lot sizes |
|-------------------|---|---------------------------|
| Lot 1 | 2.0054 acres | 1.8747 acres |
| Lot 2 | 2.0065 acres | 1.8515 acres |
| Lot 3 | 1.8893 acres | 2.1979 acres |

Note that the applicant is proposing Lot 3 setbacks as shown on the CSM. It could be argued that the minimum Rs-3 front/street yard setback of 45-feet should apply from the east property line abutting Hillside Grove Road. This is where the access will be from and where the property abuts public right-of-way. This would then make the rear yard setback from the west property line and the side yard setback would apply from the north and south property lines.

The applicant has noted that the only buildable portion of the lot due to existing grades is on the west side of the property. According to the applicant, it may not be possible to construct a home that meets the rear yard setback requirement from the west property line.

The applicant has indicated that the future dwelling will be oriented with the front of the home facing the lake, positioned similar to adjacent homes. Considering the south property line as the front yard, the rear yard setback would then extend from the north property line and the east and west property lines would require side yard setbacks.

Furthermore, the applicant has stated that the ownership of the lots and outlots is linked; therefore, this property is similar to a double frontage lot as defined below, with the lake acting as a front yard.

139 - Lot, Double Frontage

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

If the front setback is allowed from the south property line, staff recommends that the setbacks be as follows and the CSM revised accordingly:

- Front/Street Yard: 45-feet – applies to the south property line and the east property line abutting Hillside Grove Road.
- Side Yard: 20-feet – applies to the north and west property line.
- Rear Yard: 35-feet – does not apply

Outlots 1, 2 and 3

The three outlots located south of the CP Rail System are zoned LC Lowland Conservancy Area and F-1 Floodplain District. The applicant is proposing to reconfigure and renumber the outlots. The table below summarizes the proposed changes.

| Proposed outlot number | Existing lot size per CSM No. 8822 | Proposed lot sizes |
|-------------------------------|---|---------------------------|
| Outlot 1 (existing Outlot 1) | 0.22 acres | 0.154 acres |
| Outlot 2 (existing Outlot 3) | 0.36 acres | 0.134 acres |
| Outlot 3 (existing Outlot 2) | 0.15 acres | 0.169 acres |

Rezoning

As the properties are zoned Rs-2, each lot is required to have a minimum area of 2-acres and lot width of not less than 220 feet at the building setback line. As currently proposed, Lot 1 and Lot 2 do not meet these minimum standards. As such, the applicant has submitted a Rezoning Application to rezone Lot 1 from Rs-2 Single-Family Residential District to Rs-3 Single-Family Residential District and Lot 2 from Rs-2 Single-Family Residential District and UC Upland Conservancy District to Rs-3 Single-Family Residential District and UC Upland Conservancy District (the UC District would remain unchanged).

The Rs-3 District requires a minimum lot area of 1-acre and a minimum lot width of not less than 150 feet at the building setback line. Therefore, the proposed lots are in conformance with the Rs-3 District standards.

It should be noted that the properties to the north on the opposite side of Glacier Road are zoned Rs-3 District. There are also three lots to the west that are zoned Rs-3. Otherwise, the property is also adjacent to Rs-5 and Rs-7 zoned properties. Rs-1 and Rs-4 zoning is also in the vicinity of Lots 1 and 2.

Recommendation

A motion recommending approval of a Rezoning request to rezone the proposed Lot 1 (PWC 0890 999 002) from Rs-2 Single-Family Residential District to Rs-3 Single-Family Residential District and the proposed Lot 2 (PWC 0890 999 007) from Rs-2 Single-Family Residential District and UC Upland Conservancy District to Rs-3 Single-Family Residential District and UC Upland Conservancy District.

A motion recommending approval of a 2 Lot and 2 Outlot Certified Survey Map reconfiguring property boundaries of Lots 1 and 2 and Outlots 1 and 3 of CSM No. 8822 located at approximately N40W27535 Glacier Road (Tax Key Nos. 0890999002 and 0890999007) contingent upon the recording of the proposed CSM reconfiguring Lot 3 and Outlot 2 of CSM No. 8822.

and

A motion recommending approval of a 1 Lot and 1 Outlot Certified Survey Map reconfiguring Lot 3 and Outlot 2 of CSM No. 8822 bearing Tax Key No. 0890 999 004, contingent upon the recording of the proposed CSM reconfiguring Lots 1 and 2 and Outlots 1 and 3 of CSM No. 8822.

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

DATE: August 19, 2019

DEPARTMENT: Administration

PROVIDED BY: Nick Fuchs

SUBJECT:

Discussion and Possible Action Regarding a Certified Survey Map Application for Gary Klatt for Property Located at Approximately N40 W27535 Glacier Road for the Purpose of Reconfiguring Property Boundaries of Lots 1 and 2 and Outlots 1 and 3 of CSM No. 8822 (PWC 0890-999-002, PWC 0890-999-007) [Fuchs]

BACKGROUND:

At their August 15, 2019 meeting, the Plan Commission recommended approval of a 2 Lot and 2 Outlot Certified Survey Map reconfiguring property boundaries of Lots 1 and 2 and Outlots 1 and 3 of CSM No. 8822 located at approximately N40W27535 Glacier Road (Tax Key Nos. 0890999002 and 0890999007) contingent upon the recording of the proposed CSM reconfiguring Lot 3 and Outlot 2 of CSM No. 8822.

FINANCIAL IMPACT:

RECOMMENDED MOTION:

A motion to approve the 2 Lot and 2 Outlot Certified Survey Map reconfiguring property boundaries of Lots 1 and 2 and Outlots 1 and 3 of CSM No. 8822 located at approximately N40W27535 Glacier Road (Tax Key Nos. 0890999002 and 0890999007) contingent upon the recording of the proposed CSM reconfiguring Lot 3 and Outlot 2 of CSM No. 8822.

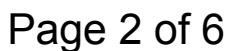
ATTACHMENTS:

Description

CSM

Sheet 1 of 5

CITY OF PEWAUKEE, WAUKESHA COUNTY, WISCONSIN



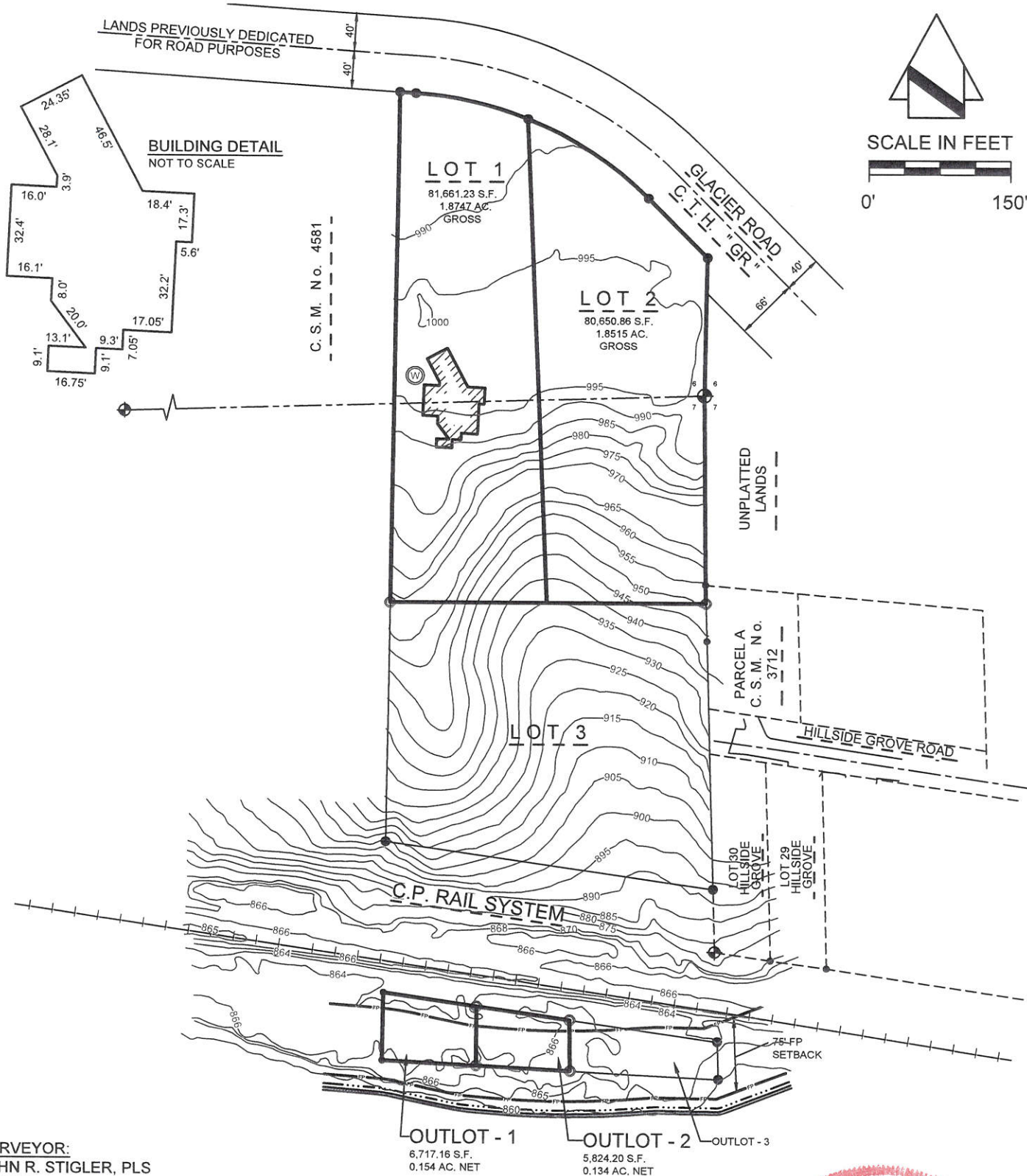
CERTIFIED SURVEY MAP NO. _____

Sheet 2 of 5

All of Lots 1, 2 & 3 of Certified Survey Map No. 8822 being a division of Lot 2 of Certified Survey Map No. 4581 being part of SE 1/4 of the SW 1/4 Sections 6 and the NE 1/4 of the NW 1/4 of Section 7,

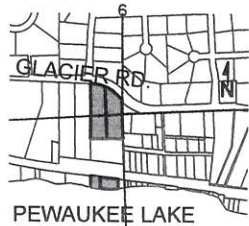
Town 7 North, Range 19 East

CITY OF PEWAUKEE, WAUKESHA COUNTY, WISCONSIN



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

VICINITY MAP
SCALE 1" = 2000'



P.S. PEWAUKEE 3525
FILE NAME: S8681 CSM

OWNER/SUBDIVIDER:
WILLIAM TOSCA RUSSO
228 W. MAIN STREET
DELAFIELD, WI 53018

OWNER/SUBDIVIDER:
GARY R. KLATT
N 40 W 27535 GLACIER RD.
PEWAUKEE, WI

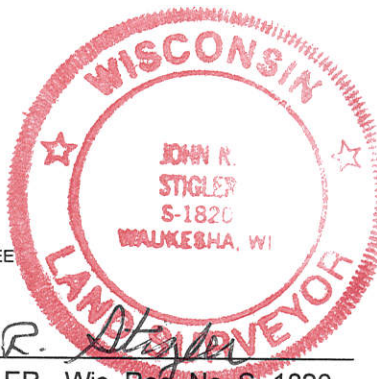
PEWAUKEE LAKE

LEGEND

- - 1" IRON PIPE FOUND
- - IRON PIPE 18" x 1" DIA. PLACED 1.13 LBS. PER LIN. FT.
- ⊙ - SECTION CORNER MONUMENT: CON. W/ BRASS CAP
- FP — - 100 YR FLOOD PLAIN OF PEWAUKEE

REFERENCE BEARING: THE NORTH LINE OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION 7, TOWN 17 NORTH, RANGE 19 EAST WAS USED AS THE REFERENCE BEARING AND HAS A BEARING OF N 88°14'41" E BASED ON THE WISCONSIN STATE PLANE COORDINATE SYSTEM, SOUTH ZONE (NAD 27).

John R. Stigler
JOHN R. STIGLER - Wis. Reg. No. S-1820
DATED this 4th DAY of OCTOBER, 2018
REVISED this 4th DAY of MARCH, 2019
REVISED this 30th DAY of May, 2019
INSTRUMENT DRAFTED BY JOHN R. STIGLER



Sheet 3 of 5

Town 7 North, Range 19 East

CITY OF PEWAUKEE, WAUKESHA COUNTY, WISCONSIN



CERTIFIED SURVEY MAP NO. _____

Sheet 4 of 5

All of Lots 1, 2 & 3 of Certified Survey Map No. 8822 being a division of
Lot 2 of Certified Survey Map No. 4581 being part of the SE ¼ of the SW ¼ of Section 6 and the
NE ¼ of the NW ¼ of NE ¼, Section 7, Town 7 North, Range 19 East
CITY OF PEWAUKEE, WAUKESHA COUNTY, WISCONSIN

SURVEYOR'S CERTIFICATE:

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

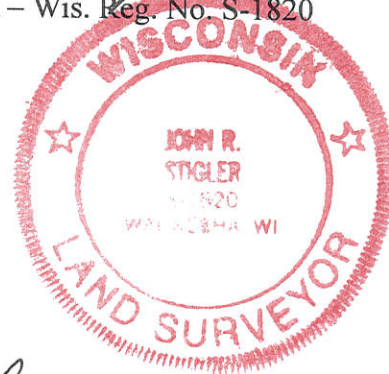
Beginning at the northeast corner of the Northwest Quarter (NW ¼) of Section 7, Town 7 North, Range 19 East being marked by a concrete monument with brass cap; thence South 00°32'37" East along the east line of Certified Survey Map No. 8822, 202.10 feet; thence South 01°36'00" East 19.98 feet; thence Due West 335.25 feet; thence North 00°53'22" East 545.02 feet to the south right-of-way lien of Glacier Road (CTH "GR"); thence South 86°18'49" East along said south right-of-way line 17.11 feet; thence southeasterly 277.21 feet along the arc of a curve and said south right-of-way line, curve center lies to the west, radius of 384.73 feet, chord bears South 65°40'19" East 271.25 feet; thence South 45°01'49" East along said south right-of-way line 88.84 feet; thence South 01°04'51" West 147.28 feet to the northeast corner of the Northwest Quarter (NW ¼) of Section 7 and the place of beginning. Containing a gross area of 162,312 square feet or 3.7262 acres of land.

ALSO INCLUDING the following described land, beginning at reference point "A"; thence South 01°52'22" East 162.03 feet to a point on the south right-of-way line of the C.P. Rail System right-of-way line; thence South 01°36'25" East 40.00 feet; thence North 87°00'00" West 157.57 feet to the place of beginning of the land hereinafter described; thence North 87°00'00" West 200.00 feet; thence North 00°53'22" East 71.95 feet; thence South 81°52'26" East 200.02 feet along the south right-of-way line of the C.P. Rail System; thence South 00°37'55" East 54.14 feet to the place of beginning. Containing a net area of 12,541.36 square feet or 0.288 acres of land.

ALSO INCLUDING all land lying between the east and west meander line extended to the Ordinary High Water line. Containing a combined total area of 174,853.45 square feet or 4.0141 acres of land.

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


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

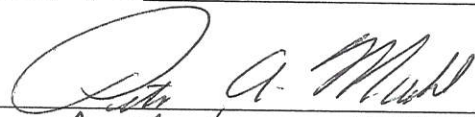


STATE OF WISCONSIN)_{ss}
WAUKESHA COUNTY)

The above certificate subscribed and sworn to me this 30th day of MAY, 2019.

My commission expires

7-5-19


Peter A. Muehl – NOTARY PUBLIC



OWNERS: GARY R. KLATT & WILLIAM P. & TOSCA S. RUSSO

Instrument drafted by John R. Stigler

P.S. Pewaukee 3525

CERTIFIED SURVEY MAP NO. _____

Sheet 5 of 5

All of Lots 1, 2 & 3 and Outlots 1, 2 & 3 of Certified Survey Map No. 8822 being a division of Lot 2 of Certified Survey Map No. 4581 being part of the SE ¼ of the SW ¼ of Section 6 and the NE ¼ of the NW ¼ of NE ¼, Section 7, Town 7 North, Range 19 East
CITY OF PEWAUKEE, WAUKESHA COUNTY, WISCONSIN

OWNER'S CERTIFICATE:

As owner of Lot 1 & 2, I hereby certify that I caused the land described on this map to be surveyed, divided, and mapped as represented on this map. I also certify that this Certified Survey Map is required to be submitted to the following for approval: City of Pewaukee

GARY R. KLATT - OWNER

STATE OF WAUKESHA)ss
COUNTY OF WAUKESHA)

Personally came before me this _____ day of _____, 2019, the above named GARY R. KLATT, to me known to be the person who executed the foregoing instrument and acknowledged the same.

My commission expires _____.

NOTARY PUBLIC –

OWNER'S CERTIFICATE:

As owners of Lot 3, we hereby certify that we caused the land described on this map to be surveyed, divided, and mapped as represented on this map. We also certify that this Certified Survey Map is required to be submitted to the following for approval: City of Pewaukee

WILLIAM P. RUSSO – OWNER

TOSCA S. RUSSO - OWNER

STATE OF WAUKESHA)ss
COUNTY OF WAUKESHA)

Personally came before me this _____ day of _____, 2019, the above named WILLIAM R. & TOSCA S. RUSSO, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

My commission expires _____.

NOTARY PUBLIC –

PLAN COMMISSION APPROVAL:

Approved by the Plan Commission, City of Pewaukee, this _____ day of _____, 2019.

STEVE BIERCE – MAYOR

BRANDON BERGMAN - RECORDING SECRETARY

COMMON COUNCIL APPROVAL:

Approved by the Common Council, City of Pewaukee, this _____ day of _____, 2019.

STEVE BIERCE – MAYOR

KELLY TARCZEWSKI – CLERK/TREASURER

John R. Stigler
JOHN R. STIGLER – Wis. Reg. No. 1820
Dated this 4th day of October, 2018
Revised this 30TH day of May, 2019



OWNERS: GARY R. KLATT & WILLIAM P. & TOSCA S. RUSSO

Instrument drafted by John R. Stigler

P.S. Pewaukee 3525

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

DATE: August 19, 2019

DEPARTMENT: Administration

PROVIDED BY: Nick Fuchs

SUBJECT:

Discussion and Possible Action Regarding a Certified Survey Map Application for William and Tosca Russo for Property Located on Glacier Road for the Purpose of Reconfiguring Lot 3 and Outlot 2 of CSM No. 8822 (PWC 0890-999-004) [Fuchs]

BACKGROUND:

At their August 15, 2019 meeting, the Plan Commission recommended approval of a 1 Lot and 1 Outlot Certified Survey Map reconfiguring Lot 3 and Outlot 2 of CSM No. 8822 bearing Tax Key No. 0890 999 004, contingent upon the recording of the proposed CSM reconfiguring Lots 1 and 2 and Outlots 1 and 3 of CSM No. 8822..

FINANCIAL IMPACT:

RECOMMENDED MOTION:

A motion recommending approval of a 1 Lot and 1 Outlot Certified Survey Map reconfiguring Lot 3 and Outlot 2 of CSM No. 8822 bearing Tax Key No. 0890 999 004, contingent upon the recording of the proposed CSM reconfiguring Lots 1 and 2 and Outlots 1 and 3 of CSM No. 8822.

ATTACHMENTS:

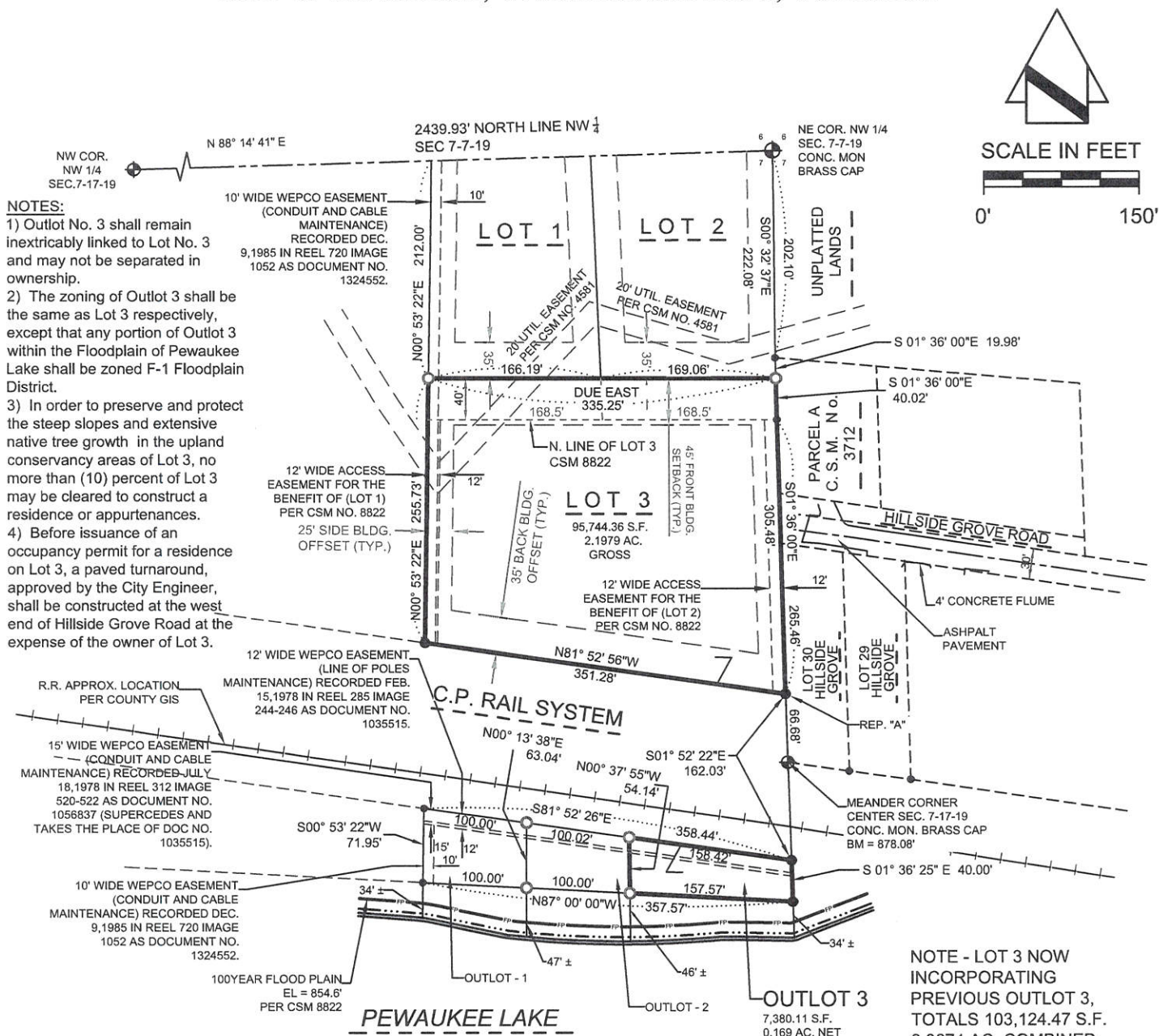
Description

CSM

CERTIFIED SURVEY MAP NO. _____

Sheet 1 of 4

All of Outlots 1, 2 & 3 of Certified Survey Map No. 8822 being a division of Lot 2 of Certified Survey Map No. 4581 being part of SE 1/4 of the SW 1/4 Sections 6 and the NE 1/4 of the NW1/4 of Section 7, Town 7 North, Range 19 East
CITY OF PEWAUKEE, WAUKESHA COUNTY, WISCONSIN



NOTE - LOT 3 NOW INCORPORATING PREVIOUS OUTLOT 3, TOTALS 90,166.56 S.F. 2.070 AC. NET

NOTE - LOT 3 NOW INCORPORATING PREVIOUS OUTLOT 3, TOTALS 103,124.47 S.F. 2.3674 AC. COMBINED

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

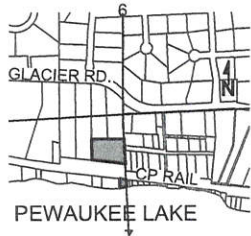
OWNER/SUBDIVIDER:
WILLIAM TOSCA RUSSO
228 W. MAIN STREET
DELAFIELD, WI 53018

OWNER/SUBDIVIDER:
GARY R. KLATT
N 40 W 27535 GLACIER RD.
PEWAUKEE, WI

LEGEND

- - 1" IRON PIPE FOUND
- - IRON PIPE 18" x 1" DIA. PLACED 1.13 LBS. PER LIN. FT.
- ⊙ - SECTION CORNER MONUMENT: CON. W / BRASS CAP

VICINITY MAP
SCALE 1" = 2000'



P.S. PEWAUKEE 3525A
FILE NAME: S8681 CSM_L3

REFERENCE BEARING: THE NORTH LINE OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION 7, TOWN 17 NORTH, RANGE 19 EAST WAS USED AS THE REFERENCE BEARING AND HAS A BEARING OF N 88°14'41" E BASED ON THE WISCONSIN STATE PLANE COORDINATE SYSTEM, SOUTH ZONE (NAD 27).



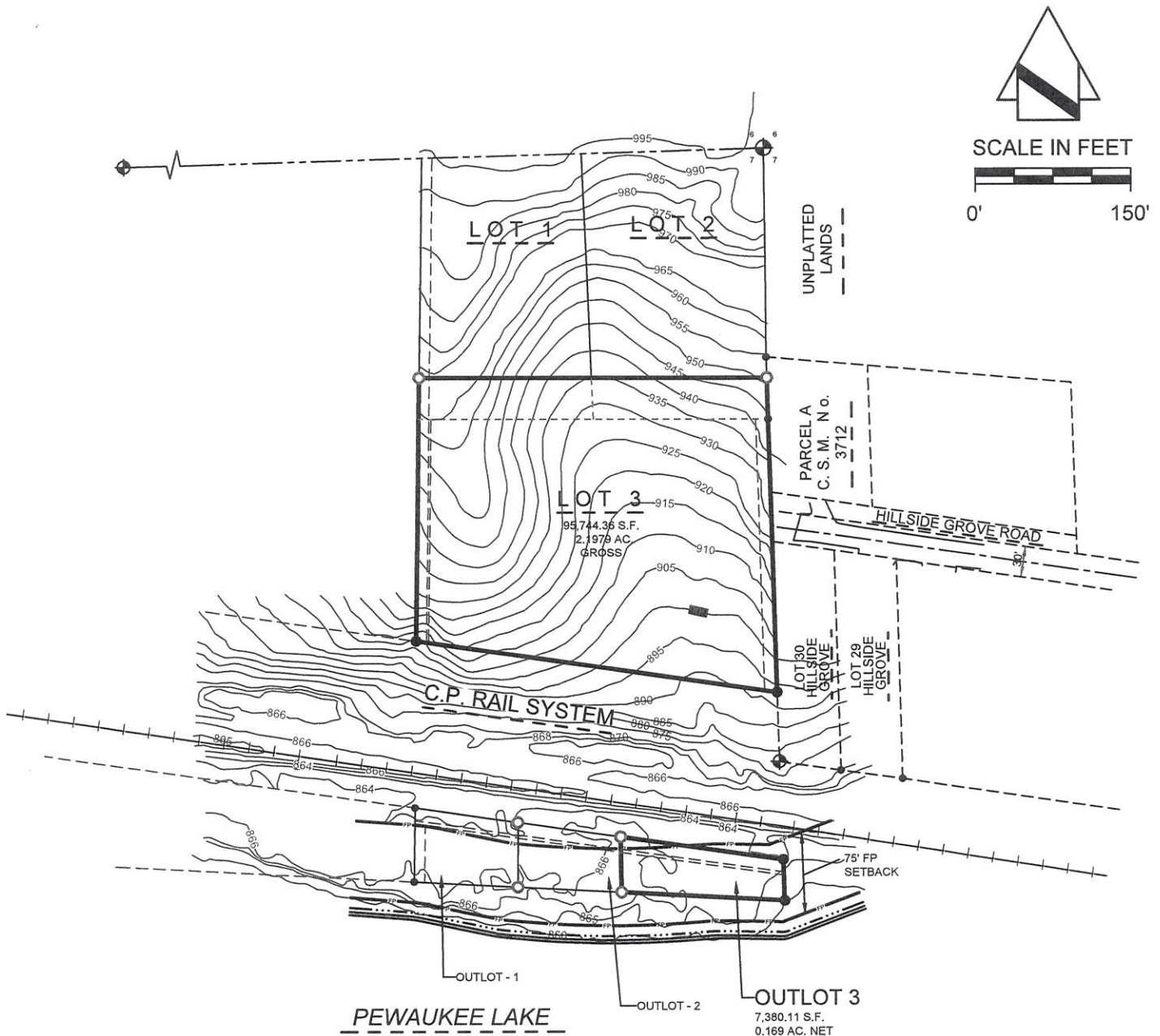
JOHN R. STIGLER - Wis. Reg. No. S-1820
DATED this 4 DAY of OCTOBER, 2018
REVISED this 17th DAY of APRIL, 2019
REVISED this 30th DAY of MAY, 2019

INSTRUMENT DRAFTED BY JOHN R. STIGLER

CERTIFIED SURVEY MAP NO.

Sheet 2 of 4

All of Outlots 1,2 & 3 of Certified Survey Map No. 8822 being a division of Lot 2 of Certified Survey Map No. 4581 being part of SE 1/4 of the SW 1/4 Sections 6 and the NE 1/4 of the NW1/4 of Section 7, Town 7 North, Range 19 East
CITY OF PEWAUKEE, WAUKESHA COUNTY, WISCONSIN



NOTE - LOT 3 NOW
INCORPORATING
PREVIOUS OUTLOT 3,
TOTALS 90,166.56 S.F.
2.070 AC. NET

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

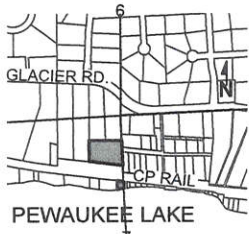
OWNER/SUBDIVIDER:
WILLIAM TOSCA RUSSO
228 W. MAIN STREET
DELAFIELD, WI 53018

OWNER/SUBDIVIDER:
GARY R. KLATT
N 40 W 27535 GLACIER RD.
PEWAUKEE, WI

LEGEND

- - 1" IRON PIPE FOUND
- - IRON PIPE 18" x 1" DIA. PLACED
1.13 LBS. PER LIN. FT.
- ⊕ - SECTION CORNER MONUMENT:
CON. W/ BRASS CAP

VICINITY MAP
SCALE 1"= 2000'



REFERENCE BEARING: THE NORTH LINE OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION 7, TOWN 17 NORTH, RANGE 19 EAST WAS USED AS THE REFERENCE BEARING AND HAS A BEARING OF N 88°14'41" E BASED ON THE WISCONSIN STATE PLANE COORDINATE SYSTEM, SOUTH ZONE (NAD 27).

P.S. PEWAUKEE 3525A
FILE NAME: S8681 CSM L3



JOHN R. STIGLER - Wis. Reg. No. S -1820
DATED this 4th DAY of OCTOBER, 2018
REVISED this 30th DAY of May, 2019

INSTRUMENT DRAFTED BY JOHN R. STIGLER

CERTIFIED SURVEY MAP NO. _____

Sheet 3 of 4

All of Outlots 1, 2 & 3 of Certified Survey Map No. 8822 being a division of
Lot 2 of Certified Survey Map No. 4581 being part of the SE ¼ of the SW ¼ of Section 6 and the
NE ¼ of the NW ¼, Section 7, Town 7 North, Range 19 East
CITY OF PEWAUKEE, WAUKESHA COUNTY, WISCONSIN

SURVEYOR'S CERTIFICATE:

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

Beginning at the northeast corner of the Northwest Quarter (NW ¼) of Section 7, Town 7 North, Range 19 East being marked by a concrete monument with brass cap; thence South 00°32'37" East along the east line of Certified Survey Map No. 8822, 202.10 feet; thence South 01°36'00" East 19.98 feet along the west line of Certified Survey Map No. 3712 to the place of beginning of the land herein described; thence South 01°36'00" East 265.46 feet (to be known as Reference Point-A) to the north line of the C.P. Rail System right-of-way; thence North 81°52'56" West along said right-of-way line 351.28 feet; thence North 00°53'22" East 255.73 feet; thence Due East 335.25 feet to the place of beginning. Containing a gross area of 95,744 square feet or 2.1979 acres of land.

ALSO INCLUDING the following described land, beginning at Reference Point -A; thence South 01°52'22" East 162.03 feet to a point on the south right-of-way line of the C.P. Rail System right-of-way line; thence South 01°36'25" East 40.00 feet; thence North 87°00'00" West 157.57 feet; thence North 00°37'55" West 54.14 feet; thence South 81°52'26" East along above said C.P. Rail System 158.42 feet to the place of beginning. Containing a net area of 7,380.11 square feet or 0.169 acres of land.

INCLUDING all lands lying between the east and west property lines extended to the Ordinary High Water Mark. Containing a combined total area of 103,124.47 square feet or 2.3674 acres of land.

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

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



STATE OF WISCONSIN)ss
WAUKESHA COUNTY)

The above certificate subscribed and sworn to me this 30th day of MAY, 2019.

My commission expires

7-5-19

Peter A. Muehl
PETER A. MUEHL – NOTARY PUBLIC



OWNERS: GARY R. KLATT & WILLIAM P. & TOSCA S. RUSSO

Instrument drafted by John R. Stigler

Pewaukee 3525A

CERTIFIED SURVEY MAP NO. _____ **Sheet 4 of 4**

All of Lots 1, 2 & 3 and Outlots 1, 2 & 3 of Certified Survey Map No. 8822 being a division of
Lot 2 of Certified Survey Map No. 4581 being part of the SE ¼ of the SW ¼ of Section 6 and the
NE ¼ of the NW ¼ of NE ¼, Section 7, Town 7 North, Range 19 East
CITY OF PEWAUKEE, WAUKESHA COUNTY, WISCONSIN

OWNER'S CERTIFICATE:

As owner of Lot 1 & 2, I hereby certify that I caused the land described on this map to be surveyed,
divided, and mapped as represented on this map. I also certify that this Certified Survey Map is required to be
submitted to the following for approval: City of Pewaukee

GARY R. KLATT - OWNER

STATE OF WAUKESHA)ss
COUNTY OF WAUKESHA)

Personally came before me this _____ day of _____, 2019, the above named GARY R.
KLATT, to me known to be the person who executed the foregoing instrument and acknowledged the same.

My commission expires _____.

NOTARY PUBLIC –

OWNER'S CERTIFICATE:

As owners of Lot 3, we hereby certify that we caused the land described on this map to be surveyed, divided, and
mapped as represented on this map. We also certify that this Certified Survey Map is required to be submitted to the
following for approval: City of Pewaukee

WILLIAM P. RUSSO – OWNER

TOSCA S. RUSSO - OWNER

STATE OF WAUKESHA)ss
COUNTY OF WAUKESHA)

Personally came before me this _____ day of _____, 2019, the above named WILLIAM R. &
TOSCA S. RUSSO, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

My commission expires _____.

NOTARY PUBLIC –

PLAN COMMISSION APPROVAL:

Approved by the Plan Commission, City of Pewaukee, this _____ day of _____, 2019.

STEVE BIERCE – MAYOR

BRANDON BERGMAN - RECORDING SECRETARY

COMMON COUNCIL APPROVAL:

Approved by the Common Council, City of Pewaukee, this _____ day of _____, 2019.

STEVE BIERCE – MAYOR

KELLY TARCZEWSKI – CLERK/TREASURER

John R. Stigler
JOHN R. STIGLER – Wis. Reg. No. 1820
Dated this _____ 4th _____ day of _____ October _____, 2018
Revised this 30th day of MAY, 2019



OWNERS: GARY R. KLATT & WILLIAM P. & TOSCA S. RUSSO

Instrument drafted by John R. Stigler

P.S. Pewaukee 3525A

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

DATE: August 19, 2019

DEPARTMENT: Administration

PROVIDED BY: Nick Fuchs

SUBJECT:

Discussion and Possible Action Regarding **Ordinance 19-22** Rezoning Public Hearing the Property Located at N47 W22391 Weyer Road (PWC 0865-995-004, Formerly PWC 0865-997-004) From Rs-6 Single-Family Residential to Rs-4 Single-Family Residential for the Purpose of Combining the Lots Into One Parcel as Requested by Dennis Carlson [Fuchs]

BACKGROUND:

At their August 15, 2019 meeting, the Plan Commission recommended approval of the rezoning request to rezone property bearing Tax Key No.

0865997004 from Rs-6 Single-Family Residential District to Rs-4 Single-Family Residential District.

FINANCIAL IMPACT:

RECOMMENDED MOTION:

A motion to approve the rezoning request to rezone property bearing Tax Key No. 0865997004 from Rs-6 Single-Family Residential District to Rs-4 Single-Family Residential District.

ATTACHMENTS:

Description

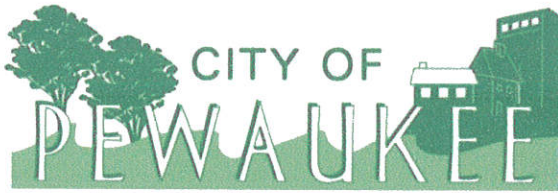
Rezoning Petition

Rezoning Exhibit

Ordinance 19.22

Rezoning Map

Staff Report



Office of the Planner & Community Development Director
W240 N3065 Pewaukee Road
Pewaukee, Wisconsin 53072
Phone (262) 691-0770
Fax (262) 691-1798
fuchs@pewaukee.wi.us

PETITION FOR A REZONING DISTRICT MAP AMENDMENT

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

The undersigned hereby petitions the Common Council of the City of Pewaukee, Waukesha County, Wisconsin to rezone the following property **FROM** RS-6

zoning district(s) **TO** RS-4 zoning district(s):

Legal description of property to be rezoned – Please attach.

Common property description or name: PWC 0865997004 (LOT 1)

Property Address: N47 W22391 WEYER RD **Tax Key Number(s):** PWC 0865997004

Property owner(s) (Full Legal Name): DENNIS W CARLSON + HEIDE M. CARLSON

Owner's Address: N47 W22391 WEYER RD **City/State/Zip:** PEWAUKEE WI 53072

Phone: 262-501-3552 **Email:** energizer2947@gmail.com

This amendment to the zoning map is being proposed in order to RE-ZONE BOTH LOTS
TO RS4 CLASSIFICATION, FOR COMBINING LOTS INTO 1 PARCEL

Applicant (Full Legal Name):

Name: DENNIS W CARLSON

Company: _____

Address: N47 W22391 WEYER RD

City/State/Zip: PEWAUKEE, WI 53072

Phone: 262-501-3552

Email: energizer2947@gmail.com

Contact Person (Full Legal Name):

Name: DENNIS W. CARLSON

Company: _____

Address: N47 W22391 WEYER RD

City/State/Zip: PEWAUKEE, WI 53072

Phone: 262-501-3552

Email: energizer2947@gmail.com

Rezoning submittals must include and be accompanied by the following:

- ☐ This Application form accurately completed with original signatures.
- ☐ Application Filing Fee, payable to the City of Pewaukee:
 - o \$400.00, plus cost for publication, notice and all attorney fees related to Project
- ☐ Five (5) complete collated sets of Application materials to include:
 - o A written project narrative detailing the request and proposed zoning as well as any future development plans or any proposed site or building improvements.
 - o A Rezoning Exhibit that illustrates the property boundaries, areas to be rezoned and specifically notes the existing and proposed zoning.
 - o Building and Site Plans as may be applicable.
- ☐ All application materials provided in a digital format (Adobe PDF). Materials may be submitted on a USB Flash Drive or emailed to hurd@pewaukee.wi.us.
- ☐ Note twelve (12) additional sets of plans will be required for Plan Commission following staff review of the initial submittal. These plans should be revised in response to staff comments as may be necessary.

WEYER ROAD

CITY OF PEWAUKEE

REZONE FROM

RS-6 TO RS-4 RS-6

Rs-2

Rs-2

Rs-6

Rs-6

Rs-6

Rs-4

Rs-6

Rs-4

Rs-6

WOODLEAF WAY

Rs-6

Rs-6

Rs-6

Rs-6

Rs-6

Rs-6

Rs-6

Rs-6

Rs-6

Rs-6

Rs-6

Rs-6

RS-6

RS-6

SEVEN OAKS DRIVE

Rs-6

Rs-6

Rs-6

Rs-6

STATE OF WISCONSIN

CITY OF PEWAUKEE

WAUKESHA COUNTY

ORDINANCE 19-22

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

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

FROM: **RS-6 SINGLE-FAMILY RESIDENTIAL**

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

SECTION 1 - DESCRIPTION

The following described property:

E1/2 W1/2 NE1/4 SEC 1 T7N R19E :: EX R343/116 EX R826/701 EX DOC# 3182115 EX
DOC# 3191760 EX WOODLEAF RESERVE EX WOODLEAF RESERVE ADDITION NO 1
EX LANDS LYING S OF WOODLEAF RESERVE ADDITION NO 1 :: DOC# 3372912

Common Description: N47 W22391 Weyer Road

Tax Key Number: PWC 0865-995-004 (Formerly 0865-997-004)

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 19th day of August, 2019

COMMON COUNCIL OF THE CITY OF PEWAUKEE
WAUKESHA COUNTY, WISCONSIN

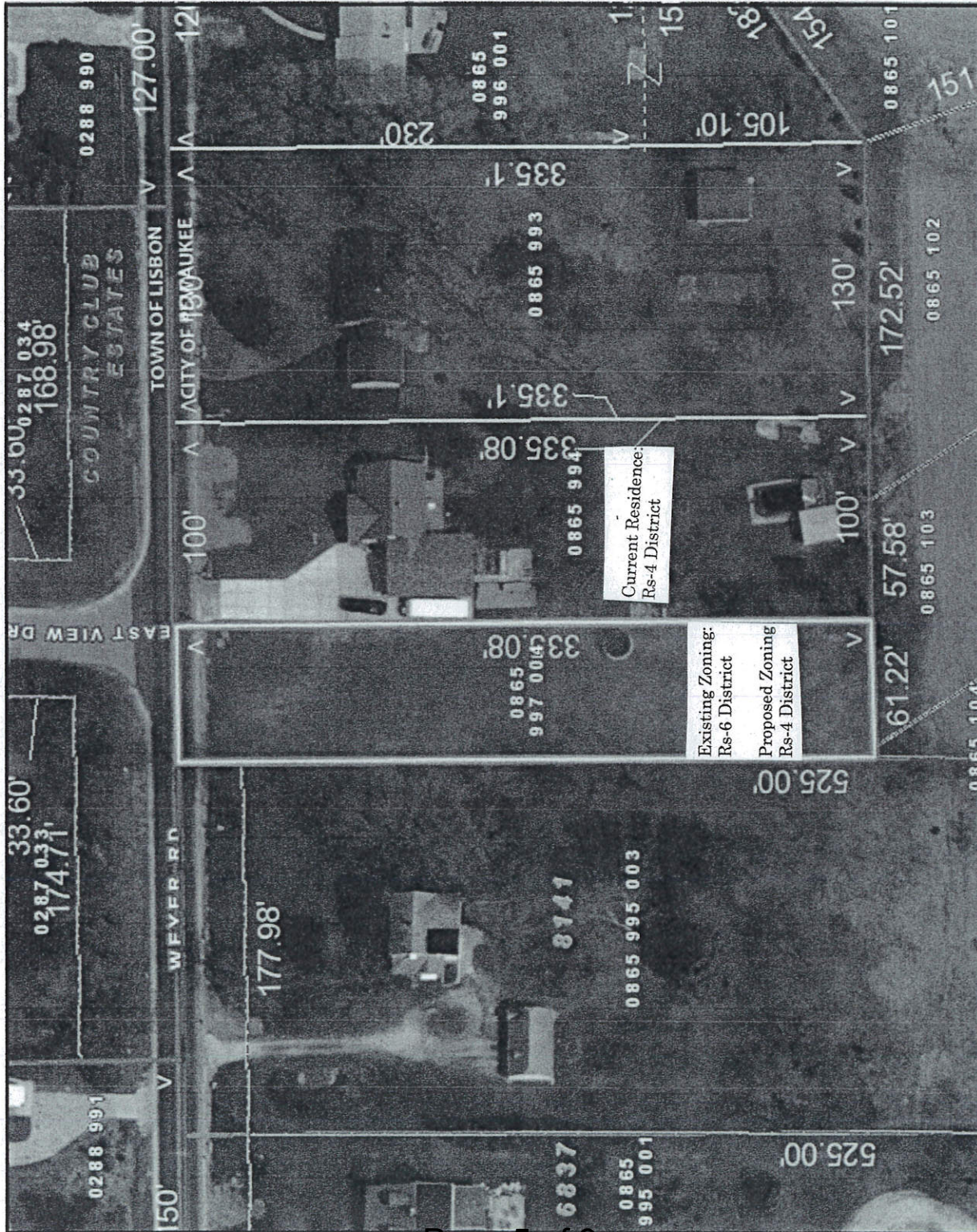
Attest:

Steve Bierce, Mayor

Kelly Tarczewski, Clerk/Treasurer



Waukesha County GIS Map



Legend

- ☐ Civil Division Boundary
- ☐ Parks
- ☐ Assessment Data
- ☐ Parcels
- ☐ Plats
- ☐ Retired Parcels
- ☐ Retired Plats
- ☐ Municipal Boundary_2K
- ☐ FacilitySites_2K_Labels
- ☐ Lots_2K
- ☐ Lot
- ☐ Outlot
- ☐ SimultaneousConveyance
- ☐ Assessor Plat
- ☐ CSM
- ☐ Condominium
- ☐ Subdivision
- ☐ Cartoline_2K
- ☐ <all other values>
- ☐ EA-Easement_Line
- ☐ PL-DA
- ☐ PL-Extended_Tie_line
- ☐ PL-Meander_Line
- ☐ PL-Note
- ☐ PL-Tie
- ☐ PL-Tie_Line
- ☐ Road Centerlines_2K
- ☐ Railroad_2K
- ☐ TaxParcel_2K
- ☐ Waterbodies_2K_Labels
- ☐ Waterlines_2K_Labels
- ☐ Municipal Boundary_5K
- ☐ FacilitySites_5K_Labels
- ☐ Waterbodies_5K_Labels
- ☐ Waterlines_5K_Labels
- ☐ Railroad_5K

The information and depictions herein are for informational purposes and Waukesha County specifically disclaims accuracy in this reproduction and specifically admonishes and advises that if specific and precise accuracy is required, the same should be determined by procurement of certified maps, surveys, plats, Flood Insurance Studies, or other official means. Waukesha County will not be responsible for any damages which result from third party use of the information and depictions herein, or for use which ignores this warning.

Notes:

74.40 Feet

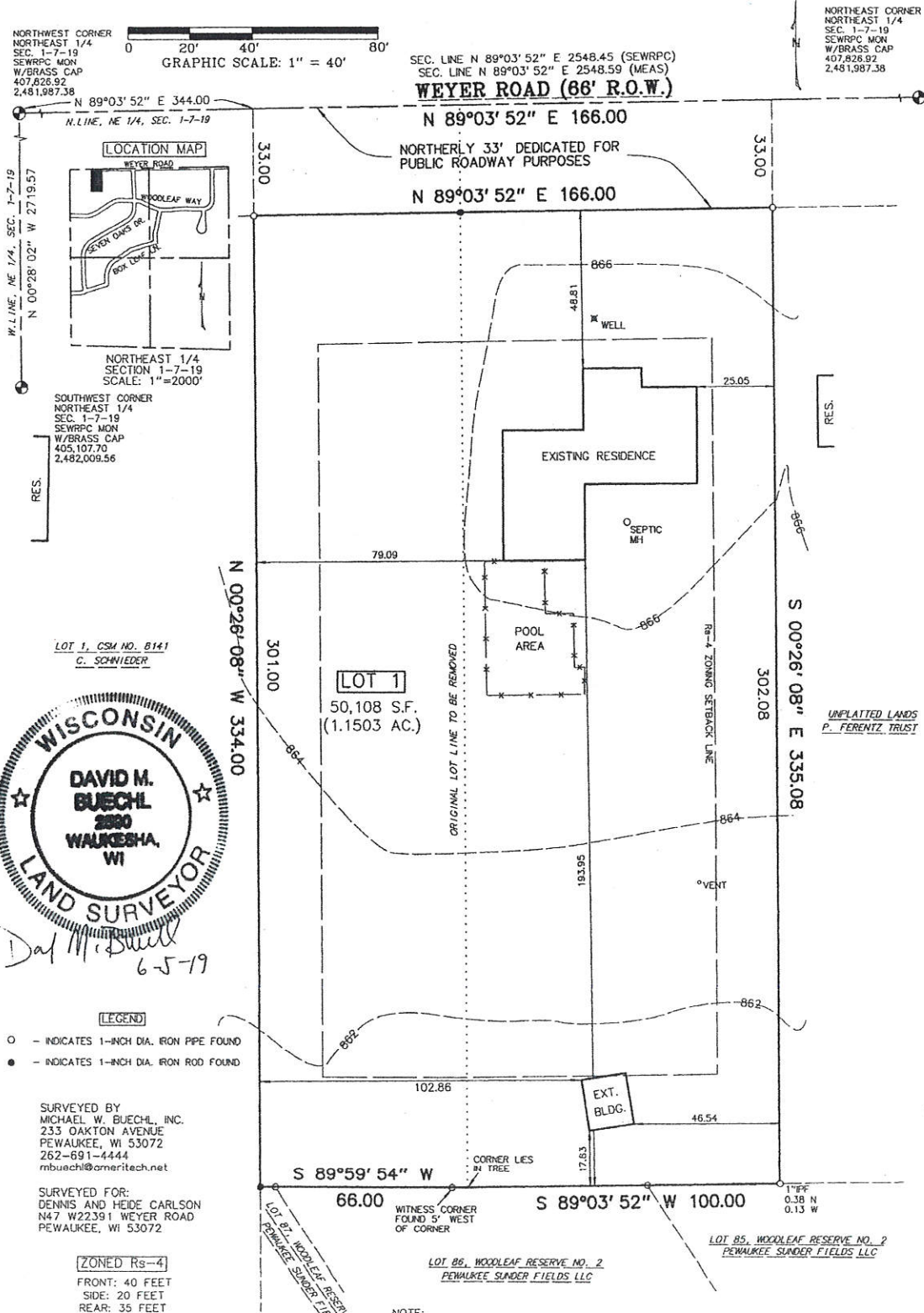
Printed: 7/23/2019

Stock No. 26273

CERTIFIED SURVEY MAP NO.

A PART OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 1, TOWNSHIP 7 NORTH, RANGE 19 EAST, IN THE CITY OF PEWAUKEE, WAUKESHA COUNTY, WISCONSIN

LOAN NO. 1144041677



Legal Description for lands to be re-zoned from Rs-6 to Rs-4

A part of the Northwest 1/4 of the Northeast 1/4, Section 1, Township 7 North, Range 19 East, in the City of Pewaukee, Waukesha County, Wisconsin, described as follows:

Commencing at the Northwest corner of said Northeast 1/4; thence North $89^{\circ}03'52''$ East, along the North line of said Northeast 1/4, 344.00 feet to the place of beginning of the lands to be described; thence continuing North $89^{\circ}03'52''$ East, along said North line, 66.00 feet; thence South $00^{\circ}26'08''$ East, 335.08 feet; thence South $89^{\circ}59'54''$ West, 66.00 feet; thence North $00^{\circ}26'08''$ West, 334.00 feet to the place of beginning.

Excepting the Northerly 33 feet for public roadway purposes.

Containing 19,901 square feet (0.4569 acres) more or less.



Office of the Planning & Community Development Director
W240 N3065 Pewaukee Road
Pewaukee, Wisconsin 53072
Phone (262) 691-0770 Fax (262) 691-1798
fuchs@pewaukee.wi.us

REPORT TO THE PLAN COMMISSION

Meeting of August 15, 2019

Date: August 7, 2019

Project Name: Carlson Rezoning and Certified Survey Map

Project Address/Tax Key No.: Approximately N47W22391 Weyer Road/PWC 0865994 & 0865997004

Applicant: Dennis Carlson

Property Owner: Dennis and Heide Carlson

Current Zoning: Rs-4 Single-Family Residential District (0865994) & Rs-6 Single-Family Residential District (0865997004)

Proposed Zoning: Rs-4 Single-Family Residential District (0865997004)

2050 Land Use Map Designation: Medium Density Residential

Use of Surrounding Properties: Town of Lisbon (single-family residential) to the north and single-family residential to the south, east and west

Project Description

The applicant is proposing to combine the property located at N47W22391 Weyer Road (PWC0865994) that contains a single-family home with the vacant 66-foot wide property to the west, previously owned by Pewaukee Sunder Fields LLC.

To accomplish the land combination, a rezoning is required as the properties are not currently zoned the same and a certified survey map is required to combine the properties per Section 18.0602 of the Land Division Ordinance.

The remnant 66-foot wide parcel was reserved as a potential access for the Woodleaf Reserve development; however, it is no longer needed.

Rezoning:

The applicant filed a Rezoning Application requesting to rezone the 66-foot wide property bearing Tax Key No. 0865997004 from Rs-6 Single-Family Residential District to Rs-4 Single-Family Residential District.

Both of the subject properties are designated as Medium Density Residential on the City's Year 2050 Land Use/Transportation Plan; therefore, the rezoning of the Rs-6 District to Rs-4 is consistent with the City's Comprehensive Master Plan.

Certified Survey Map:

A 1 Lot Certified Survey Map was submitted requesting to combine the subject properties. The land combination results in a 50,108 square foot or 1.1503-acre parcel.

Recommendation

A motion recommending approval of the rezoning request to rezone property bearing Tax Key No. 0865997004 from Rs-6 Single-Family Residential District to Rs-4 Single-Family Residential District.

A motion recommending approval of a 1 Lot Certified Survey Map for properties located at approximately N47W22391 Weyer Road bearing Tax Key Nos. 0865994 and 0865997004.

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

DATE: August 19, 2019

DEPARTMENT: Administration

PROVIDED BY: Nick Fuchs

SUBJECT:

Discussion and Possible Action Regarding a Certified Survey Map for the Dennis Carlson Property Located at N47 W22391 Weyer Road (PWC 0865-995-004, Formerly 0865-997-004 & 0865-994) for the Purpose of Combining Two Parcels [Fuchs]

BACKGROUND:

At their August 15, 2019 meeting, the Plan Commission recommended approval of a 1 Lot Certified Survey Map for properties located at approximately N47W22391 Weyer Road bearing Tax Key Nos. 0865994 and 0865997004.

FINANCIAL IMPACT:

RECOMMENDED MOTION:

A motion to approve the 1 Lot Certified Survey Map for properties located at approximately N47W22391 Weyer Road bearing Tax Key Nos. 0865994 and 0865997004.

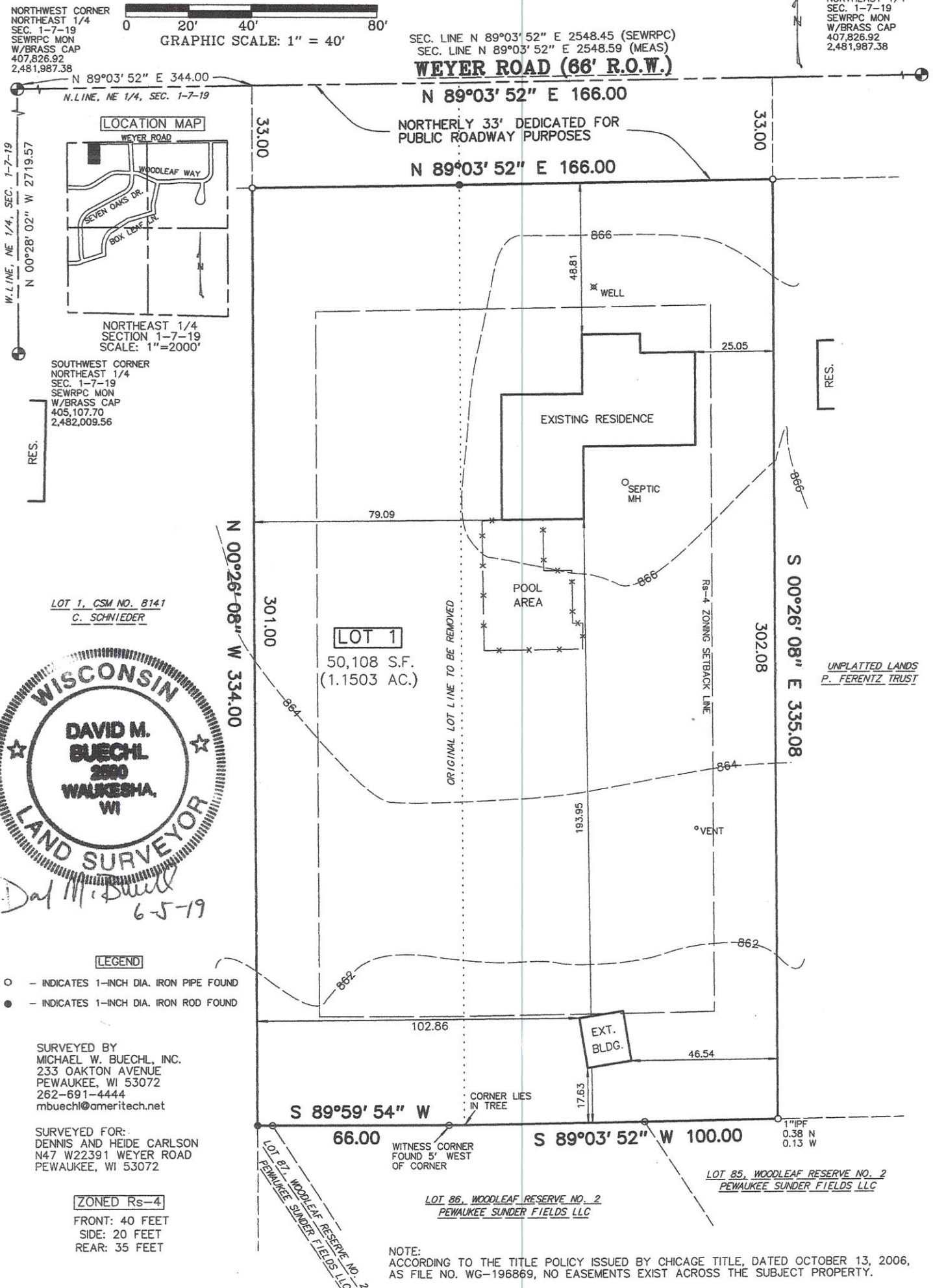
ATTACHMENTS:

Description
CSM

CERTIFIED SURVEY MAP NO.

LOAN NO. 1144041677

NORTHEAST CORNER
NORTHEAST 1/4
SEC. 1-7-19
SEWRPC MON
W/BRASS CAP
407,826.92
2,481,987.38



NOTE:
ACCORDING TO THE TITLE POLICY ISSUED BY CHICAGO TITLE, DATED OCTOBER 13, 2006,
AS FILE NO. WG-196869, NO EASEMENTS EXIST ACROSS THE SUBJECT PROPERTY.

BEARING HAVE BEEN REFERENCED TO THE WEST LINE OF THE NORTHEAST 1/4
OF SECTION 1-7-19 HAVING AN ASSUMED BEARING OF N 00°28' 02" W PER WISC.
STATE PLANE COORDINATE SYSTEM (SOUTH ZONE)

THIS INSTRUMENT WAS DRAFTED BY KEITH D. MALKOWSKI

SHEET 1 OF 4



Stock No. 26273

CERTIFIED SURVEY MAP NO. _____

**A PART OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 1, TOWNSHIP 7
NORTH, RANGE 19 EAST, IN THE CITY OF PEWAUKEE, WAUKESHA COUNTY, WISCONSIN**

SURVEYOR'S CERTIFICATE

State of Wisconsin)
:ss
Waukesha County)

I, David M. Buechl, a professional land surveyor, do hereby certify:

That I have surveyed, mapped, and dedicated a part of the Northwest 1/4 of the Northeast 1/4 of Section 1, Township 7 North, Range 19 East, in the City of Pewaukee, Waukesha County, Wisconsin, bounded and described as follows:

Commencing at the Northwest corner of said Northeast 1/4; thence North 89°03'52" East, along the North line of said Northeast 1/4, 344.00 feet to the place of beginning of the lands to be described; thence continuing North 89°03'52" East, along said North line, 166.00 feet; thence South 00°26'08" East, 335.08 feet to a point on the Northerly line of Woodleaf Reserve No. 2; thence South 89°03'52" West, along said Northerly line, 100.00 feet to an angle point; thence South 89°59'54" West, along said Northerly line, 66.00 feet; thence North 00°26'08" West, 334.00 feet to the place of beginning.

Excepting the Northerly 33 feet for public roadway purposes.

Containing 50,108 square feet (1.1503 acres) more or less

That I have made this survey, land division and map by the direction of the owners of said land.

That such map is a correct representation of all exterior boundaries of the land surveyed.

That I have fully complied with the provisions of Chapter 236 of the Wisconsin Statutes pertaining to Certified Survey Maps (Section 236.34) and the Regulations of the City of Pewaukee in surveying, mapping, and dedicating the same.

6-5-19

Date

David M. Buechl

David M. Buechl

Professional Land Surveyor (S-2590)



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

DATE: August 19, 2019

DEPARTMENT: Administration

PROVIDED BY: Nick Fuchs

SUBJECT:

Discussion and Possible Action Regarding a Certified Survey Map for the Still River Subdivision Outlot 10 (PWC 0950-102) Located on Still River Drive Owned by Outlot 10 LLC for the Purpose of Converting the Lot Into Two Single-Family Lots [Fuchs]

BACKGROUND:

At their August 15, 2019 meeting, the Plan Commission passed a motion recommending the removal of the outlot designation of Outlot 10 of the Still River Subdivision Plat and approval of the 2 Lot Certified Survey Map for property located along Still River Drive bearing Tax Key No. 0950102.

FINANCIAL IMPACT:

RECOMMENDED MOTION:

A motion to remove the outlot designation of Outlot 10 of the Still River Subdivision Plat and approve the 2 Lot Certified Survey Map for property located along Still River Drive bearing Tax Key No. 0950102.

ATTACHMENTS:

Description

CSM

DNR Letter

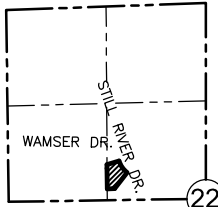
Project Narrative

Staff Report

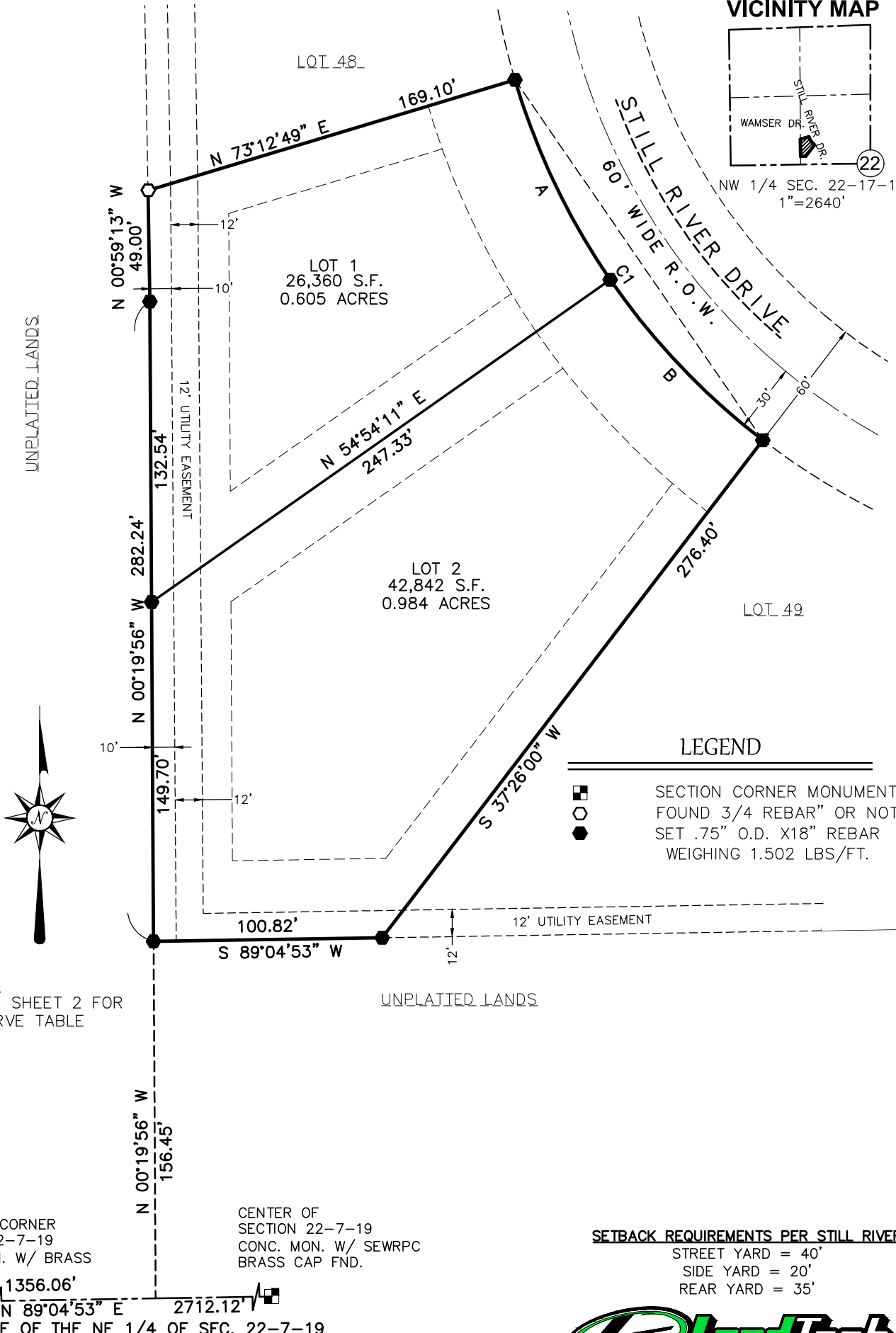
WAUKESHA CO. CERTIFIED SURVEY MAP NO. _____

OUTLOT 10 IN STILL RIVER A SUBDIVISION OF THE NE 1/4 OF THE NE 1/4 OF SECTION 21 AND PART OF THE NE, SE & NW 1/4'S OF THE NW 1/4 OF SECTION 22, T7N, R19E, CITY OF PEWAUKEE, WAUKESHA COUNTY, WISCONSIN.

VICINITY MAP



NW 1/4 SEC. 22-17-19
1"=2640'



LEGEND

- SECTION CORNER MONUMENT
- FOUND 3/4 REBAR" OR NOTED
- SET .75" O.D. X18" REBAR
- WEIGHING 1.502 LBS/FT.

NOTES:
• SEE SHEET 2 FOR CURVE TABLE

WEST 1/4 CORNER SECTION 22-7-19
CONC. MON. W/ BRASS CAP FND.

CENTER OF SECTION 22-7-19
CONC. MON. W/ SEWRPC BRASS CAP FND.

SETBACK REQUIREMENTS PER STILL RIVER

STREET YARD = 40'
SIDE YARD = 20'
REAR YARD = 35'



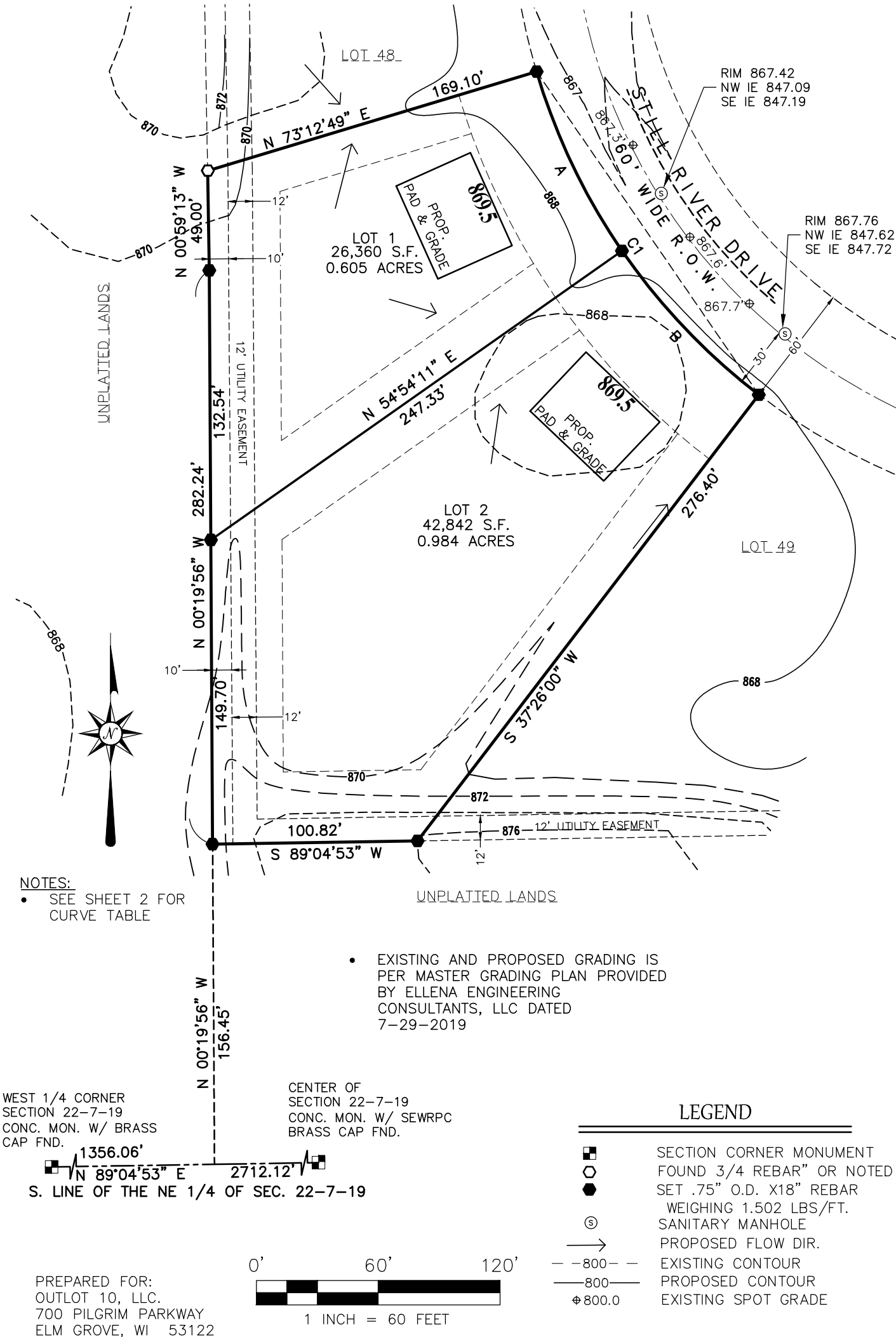
LAND SURVEYING • LAND PLANNING
111 W. 2ND STREET
OCONOMOWOC, WI 53066
WWW.LANDTECHWI.COM
(262) 367-7599

DATED 08/02/19
DATED 06/12/19
JOB # 18154
SHEET 1 OF 5

THIS INSTRUMENT WAS DRAFTED BY MATTHEW T. O'ROURKE, S-2771

WAUKESHA CO. CERTIFIED SURVEY MAP NO. _____

OUTLOT 10 IN STILL RIVER A SUBDIVISION OF THE NE 1/4 OF THE NE 1/4 OF SECTION 21 AND PART OF THE NE, SE & NW 1/4'S OF THE NW 1/4 OF SECTION 22, T7N, R19E, CITY OF PEWAUKEE, WAUKESHA COUNTY, WISCONSIN.



NOTES:

- SEE SHEET 2 FOR CURVE TABLE

- EXISTING AND PROPOSED GRADING IS PER MASTER GRADING PLAN PROVIDED BY ELLENA ENGINEERING CONSULTANTS, LLC DATED 7-29-2019

LEGEND

| | |
|--------------|---|
| ■ | SECTION CORNER MONUMENT |
| ○ | FOUND 3/4 REBAR" OR NOTED |
| ● | SET .75" O.D. X18" REBAR |
| ⊙ | WEIGHING 1.502 LBS/FT. SANITARY MANHOLE |
| → | PROPOSED FLOW DIR. |
| - - -800 - - | EXISTING CONTOUR |
| - 800 - | PROPOSED CONTOUR |
| ⊕ 800.0 | EXISTING SPOT GRADE |

WEST 1/4 CORNER
SECTION 22-7-19
CONC. MON. W/ BRASS
CAP FND.

CENTER OF
SECTION 22-7-19
CONC. MON. W/ SEWRPC
BRASS CAP FND.

1356.06'
N 89°04'53" E 2712.12'
S. LINE OF THE NE 1/4 OF SEC. 22-7-19

PREPARED FOR:
OUTLOT 10, LLC.
700 PILGRIM PARKWAY
ELM GROVE, WI 53122

0' 60' 120'
1 INCH = 60 FEET

WAUKESHA CO. CERTIFIED SURVEY MAP NO. _____

OUTLOT 10 IN STILL RIVER A SUBDIVISION OF THE NE 1/4 OF THE NE 1/4 OF SECTION 21 AND PART OF THE NE, SE & NW 1/4'S OF THE NW 1/4 OF SECTION 22, T7N, R19E, CITY OF PEWAUKEE, WAUKESHA COUNTY, WISCONSIN.

SURVEYOR'S CERTIFICATE:

I, MATTHEW T. O'ROURKE, PROFESSIONAL LAND SURVEYOR, HEREBY CERTIFY:

THAT I HAVE SURVEYED, DIVIDED AND MAPPED A DIVISION OF LAND BEING A REDIVISION OF ALL OF OUTLOT 10 IN STILL RIVER A SUBDIVISION OF THE NE 1/4 OF THE NE 1/4 OF SECTION 21 AND PART OF THE NE, SE & NW 1/4'S OF THE NW 1/4 OF SECTION 22, T7N, R19E, CITY OF PEWAUKEE, WAUKESHA COUNTY, WISCONSIN DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST 1/4 CORNER SECTION 22-7-19; THENCE N 89°04'53" E, ALONG THE SOUTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 22-7-19, 1356.07 FEET; THENCE N 00°19'56" W, 156.45 FEET TO THE SOUTHWEST CORNER OF OUTLOT 10 AND THE POINT OF BEGINNING; THENCE N 00°19'56" W, ALONG THE WEST LINE OF OUTLOT 10, 282.24 FEET; THENCE N 00°59'13" W, ALONG SAID WEST LINE, 49.00 FEET TO THE NORTHWEST CORNER OF OUTLOT 10; THENCE N 73°12'49" E, ALONG THE NORTH LINE OF SAID OUTLOT 10, 169.10 FEET TO THE WESTERLY RIGHT OF WAY OF STILL RIVER DRIVE; THENCE ALONG A CURVE TO THE LEFT ALONG SAID RIGHT OF WAY, HAVING AN ARC LENGTH OF 196.21 FEET, A RADIUS OF 311.68 FEET, A DELTA ANGLE OF 36°04'11", AND A CHORD BEARING S 34°31'59" E, 192.99 FEET TO THE EASTERLY LINE OF LOT OUTLOT 10; THENCE S 37°26'00" W, ALONG SAID EASTERLY LINE, 276.40 FEET TO THE SOUTH LINE OF OUTLOT 10; THENCE S 89°04'53" W, ALONG SAID SOUTH LINE, 100.82 FEET TO THE POINT OF BEGINNING.

LANDS AS DESCRIBED HAVING AN AREA OF 69,203 SQUARE FEET OR 1.59 ACRES.

THAT I HAVE MADE SAID SURVEY BY THE DIRECTION OF OUTLOT 10, LLC. OWNER OF SAID LANDS.

THAT SUCH MAP IS A CORRECT REPRESENTATION OF THE EXTERIOR BOUNDARIES OF THE LAND SURVEYED AND THE DIVISION THEREOF.

THAT I HAVE FULLY COMPLIED WITH PROVISIONS OF S. 236.34 OF THE WISCONSIN STATUTES AND THE SUBDIVISION CONTROL ORDINANCE OF THE CITY OF PEWAUKEE IN SURVEYING, DIVIDING, AND MAPPING THE SAME.

DATED THIS _____ DAY OF _____, 20_____.

MATTHEW T. O'ROURKE, S-2771

NOTES:

- BEARINGS BASED ARE REFERENCED TO THE SOUTH LINE OF THE NW 1/4 OF SECTION 22-7-19 AS PUBLISHED BY SEWRPC AND RECORDED ON STILL RIVER AS N89°04'53"E.
- UTILITY EASEMENT IS GRANTED AS SHOWN ON THE STILL RIVER SUBDIVISION PLAT.
- "ALL NOTES PERTAINING TO THE 'BASEMENT RESTRICTION -GROUNDWATER,' 'UTILITY EASEMENT PROVISIONS' AND 'STORMWATER MAINTENANCE AGREEMENT' SET FORTH ON THE PLAT FOR STILL RIVER SUDIVISION ARE HEREBY INCORPORATED INTO THIS CSM BY THIS REFERENCE AND ARE APPLICABLE TO THE LOTS ESTABLISHED BY THIS CSM."

| CURVE # | RADIUS | DELTA | ARC DIST | CHORD DIST | CHORD BEARING | TANGENT IN | TANGENT OUT |
|---------|---------|-----------|----------|------------|---------------|---------------|---------------|
| C1 | 311.68' | 36°04'17" | 196.23' | 193.00' | S 34°31'51" E | S 16°29'43" E | S 52°34'00" E |
| A | 311.68' | 18°02'05" | 98.11' | 97.70' | S 25°30'52" E | S 16°29'50" E | S 34°31'55" E |
| B | 311.68' | 18°02'07" | 98.11' | 97.71' | S 43°32'58" E | S 34°31'55" E | S 52°34'02" E |

WAUKESHA CO. CERTIFIED SURVEY MAP NO. _____

OUTLOT 10 IN STILL RIVER A SUBDIVISION OF THE NE 1/4 OF THE NE 1/4 OF SECTION 21 AND PART OF THE NE, SE & NW 1/4'S OF THE NW 1/4 OF SECTION 22, T7N, R19E, CITY OF PEWAUKEE, WAUKESHA COUNTY, WISCONSIN.

CORPORATE OWNER'S CERTIFICATE OF DEDICATION:

_____OUTLOT 10, LLC._____, A CORPORATION DULY ORGANIZED AND EXISTING UNDER AND BY VIRTUE OF THE LAWS OF THE STATE OF WISCONSIN, AS OWNER, DOES HEREBY CERTIFY THAT SAID CORPORATION CAUSED THE LAND DESCRIBED ON THIS PLAT TO BE SURVEYED, DIVIDED, MAPPED, AND DEDICATED AS REPRESENTED ON THIS PLAT.

OUTLOT 10, LLC._____, DOES FURTHER CERTIFY THAT THIS PLAT IS REQUIRED BY S.236.10 OR S.236.12 TO BE SUBMITTED TO THE FOLLOWING FOR APPROVAL OR OBJECTION: CITY OF PEWAUKEE

IN WITNESS WHEREOF, THE SAID _____OUTLOT 10, LLC._____ HAS CAUSED THESE PRESENTS TO BE

SIGNED BY: _____, ITS MEMBER,

AND COUNTERSIGNED BY _____, ITS _____,

AT _____WISCONSIN, AND ITS CORPORATE SEAL TO BE HEREUNTO AFFIXED ON THIS _____,

DAY OF _____, 20_____.

IN THE PRESENCE OF:

CORPORATE TITLE: _____

PRINT NAME: _____

SIGNED: _____

COUNTERSIGNED BY TITLE: _____

PRINT NAME: _____

SIGNED: _____

WAUKESHA CO. CERTIFIED SURVEY MAP NO. _____

OUTLOT 10 IN STILL RIVER A SUBDIVISION OF THE NE 1/4 OF THE NE 1/4 OF SECTION 21 AND PART OF THE NE, SE & NW 1/4'S OF THE NW 1/4 OF SECTION 22, T7N, R19E, CITY OF PEWAUKEE, WAUKESHA COUNTY, WISCONSIN.

PLAN COMMISSION APPROVAL

APPROVED BY THE PLAN COMMISSION, CITY OF PEWAUKEE, THIS ____ DAY OF _____, 20____.

STEVE BIERGE – CHAIRPERSON

BRANDON BERGMAN – SECRETARY

COMMON COUNCIL APPROVAL

APPROVED BY THE COMMON COUNCIL, CITY OF PEWAUKEE, THIS ____ DAY OF _____, 20____.

STEVE BIERCE – MAYOR

KELLY TARCZEWSKI – CLIRK/TREASURER



June 24, 2019

EXE-SE-2019-68-00337

Outlot 10, LLC
C/O Craig Caliendo
700 Pilgrim Parkway
Elm Grove, WI 53122

RE: Nonfederal Wetland Exemption Determination for an area described as Wetland A, located in the SE1/4 of the NW1/4 of Section 22, Township 07 North, Range 19 East, City of Pewaukee, Waukesha County

Dear Mr. Caliendo:

This letter is in response to your request for a nonfederal wetland exemption determination for the above mentioned wetlands.

According to s. 281.36(4n), Wis. Stats., a nonfederal wetland is a wetland that is not federally jurisdictional. Projects impacting nonfederal wetlands in urban areas must be less than 1 acre of total impact, and must be done in compliance with applicable stormwater management zoning ordinances or stormwater Wisconsin Pollution Discharge Elimination System (WPDES) permits to qualify for this exemption (s. 281.36(4n)(b)3, Wis. Stats.). In addition, DNR must also consider whether the nonfederal wetland is a rare and high quality wetland as defined in s. 281.36(4n)(a)3, Wis. Stats.

The Department reviewed the following materials to aid in our exemption determination:

- The request narrative
- Site location map and photographs that show different angles and views of the wetland
- Botanical survey results
- Wetland delineation information
- Stormwater compliance information

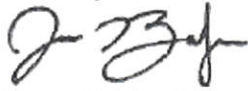
Below is a summary of our findings:

According to the request narrative the total wetland impacts will be 0.17 acres. The purpose of this project is to create two buildable lots within a residential subdivision. Outlot 10 of the Still River Subdivision is included in a storm water management plan on record at the City of Pewaukee and the Waukesha County Register of Deeds.

Conclusion:

Based upon the documentation provided above, the project meets the eligibility criteria pursuant to s. 281.36 (4n), Wis. Stats. You are able to proceed with this project. If you have any questions or would like to schedule a meeting to discuss this approval, please call me at (608) 574-0573 or email James.Brodzeller@wisconsin.gov.

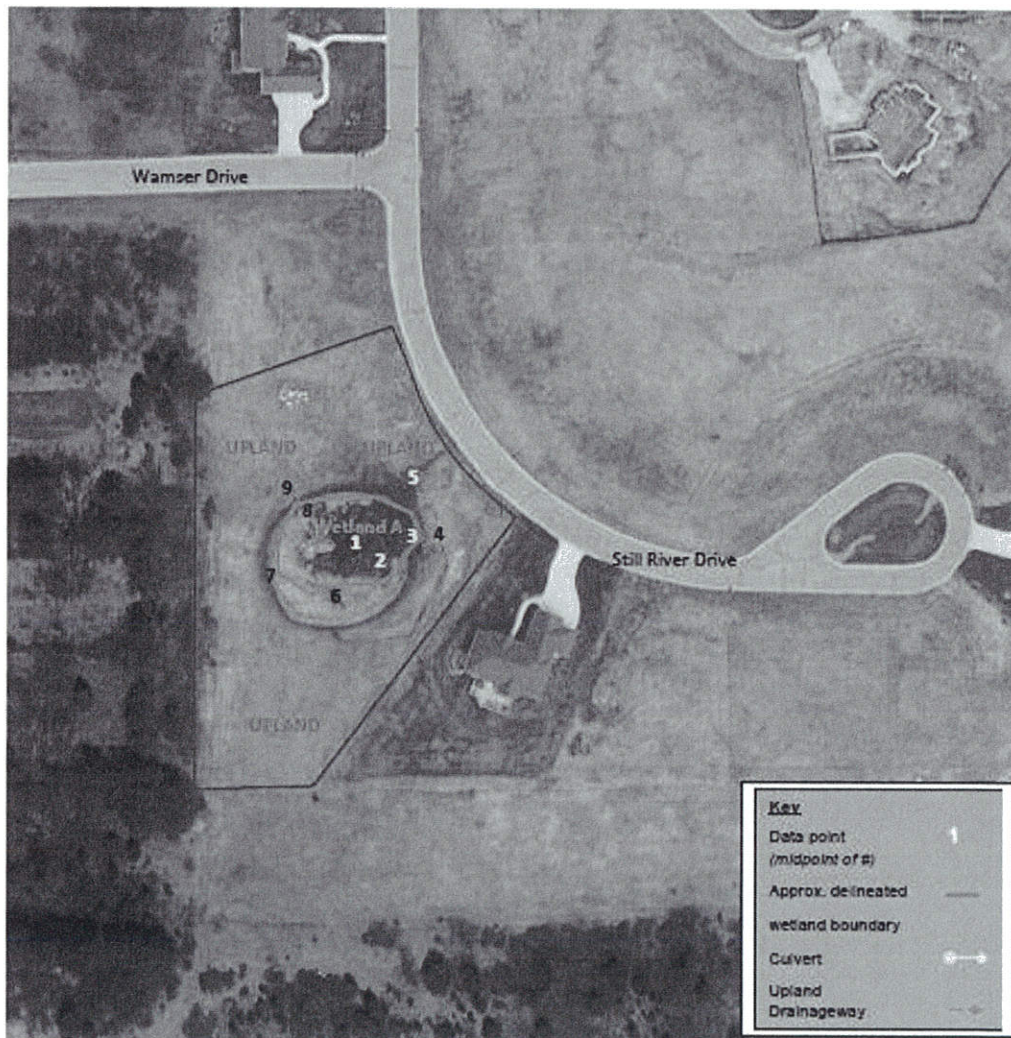
Sincerely,



James Brodzeller
Wetland Exemption Specialist

Enc. 2018 Wetland Delineation Map

cc: Marie Kopka, U.S. Army Corps of Engineers
Alice Thompson, Thompson & Associates Wetland Services
File



Project Area outlined in red
Source: Waukesha County GIS 2015 aerial



Still River Outlot 10
Data Point Locations and Site Overview

Figure 7

Narrative Description: Approval of CSM Converting Outlot 10 in Still River into 2 Single-Family Lots

The original subdivision plat (the "Plat") for the Still River Subdivision (the "Subdivision") in the City of Pewaukee created a 69,201 square foot outlot known as "Outlot 10" (the "Outlot") in the southwest section of the Subdivision. Outlot 10 was created due to the existence of an isolated wetland area that prohibited the ability to divide this area into single-family lots.

Because of the size, quality, and nature of the wetland area on Outlot 10, ownership of said outlot remained with the developer and the following notation was included on Page 3 of the Plat under the "Outlot Ownership" section:

4. OUTLOT 10 WILL BE RETAINED BY THE DEVELOPER TO POSSIBLY CONVERT TO ONE (1) OR TWO (2) FUTURE SINGLE-FAMILY LOTS. WETLAND FILLING ACTIVITIES ON SAID OUTLOT WILL REQUIRE APPROVAL FROM THE WISCONSIN DEPARTMENT OF NATURAL RESOURCES, WAUKESHA COUNTY DEPARTMENT OF PARKS AND LAND USE-PLANNING AND ZONING DIVISION AND THE CITY OF PEWAUKEE.

Water and sewer laterals sufficient to service two (2) single-family lots were installed within Outlot 10 and connecting to the sewer and water mains as part of the original infrastructure work performed by the developer.

The developer has received a Nonfederal Wetland Exemption Determination from the WDNR for Outlot 10 (a copy of which is attached hereto) and desires to fill the wetland existing on Outlot 10 and record a Certified Survey Map ("CSM") in order to convert Outlot 10 into two (2) buildable, single-family lots. The preliminary CSM submitted herewith for approval meets all of the lot requirements for single-family lots in the Subdivision (i.e. minimum square footage requirements etc.) and the owner/petition seeks approval of the CSM to complete the conversion of Outlot 10 into two (2) single-family lots in order to construct single-family homes on each of the newly created lots.



Office of the Planning & Community Development Director
W240 N3065 Pewaukee Road
Pewaukee, Wisconsin 53072
Phone (262) 691-0770 Fax (262) 691-1798
fuchs@pewaukee.wi.us

REPORT TO THE PLAN COMMISSION

Meeting of August 15, 2019

Date: August 7, 2019

Project Name: Outlot 10 Still River Subdivision Certified Survey Map

Project Address/Tax Key No.: Not Assigned/PWC 0950102

Applicant: Craig Caliendo, Kings Way Homes

Property Owner: Outlot 10, LLC

Current Zoning: Rs-4 Single-Family Residential District

Proposed Zoning: Same

2050 Land Use Map Designation: Low - Medium Density Residential

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

Project Description

The applicant filed a Certified Survey Map Application requesting to remove the outlot designation for Outlot 10 of the Still River Subdivision and divide the land into two separate single-family residential lots.

The Outlot is about 69,203 square feet (1.59-acres) and the applicant is proposing a lot size of 26,360 square feet (0.605 acres) for Lot 1 and 42,842 square feet (0.984 acres) for Lot 2.

The subject property is zoned Rs-4, which requires a minimum area of 20,000 square feet and a lot width of not less than 110 feet at the building setback line. Both proposed lots are in compliance with these requirements.

Outlot 10 was platted as an outlot on the Still River Subdivision Plat as it contains a wetland. However, the applicant recently received a letter from the Wisconsin Department of Natural Resources, dated June 24, 2019, stating that the 0.17-acre wetland is a nonfederal wetland and the applicant is able to proceed with the development of the two single-family lots. The letter also indicates that these proposed lots were included as part of the storm water management plan for the Still River Subdivision.

It should also be noted that the Still River Plat states, "Outlot 10 will be retained by the developer to possibly convert to one (1) or two (2) future single-family lots. Wetland filling activities on said outlot will require approval from the Wisconsin Department of Natural Resources, Waukesha County Department of Parks and Land Use-Planning and Zoning Division of the City of Pewaukee. The Developer, at its sole and exclusive option, hereby reserves the right, at any time, to contribute Outlot

10 to either: (1) One or both of the contiguous lot owners; (2) to all of the lot owners of the subdivision as an equal undividable fractional ownership.”

Recommendation

A motion recommending approval to remove the outlot designation of Outlot 10 of the Still River Subdivision Plat and approval of the 2 Lot Certified Survey Map for property located along Still River Drive bearing Tax Key No. 0950102.