**Village of Menomonee Falls, Wisconsin**

# BOARD OF TRUSTEES MEETING

**MINUTES**

**Monday, January 6, 2025**

Village President Jeremy Walz called the meeting to order at 6:30 p.m. The Pledge of Allegiance was recited.

| | |
|---|---|
| Present: | Village President Jeremy Walz; Trustee Katie Kress; Trustee Brad Jubber; Trustee Ann Lessila; Trustee Joel Stueland; Trustee Steve Taggart; Trustee Paul Tadda |
| Staff Present: | Village Manager Mark Fitzgerald; Village Attorney Adam Koenings; Director of Engineering and Development Tom Hoffman; Planning / Zoning Manager Amy Bennett; Deputy Village Clerk Kim Chavie |

## REPORTS AND PRESENTATIONS

**Presentation on 2024 Capital Budget Projects by Thomas M. Hoffman, PE, Director of Engineering & Development**
Director of Engineering & Development Thomas Hoffman gave the presentation.

## CONSENT AGENDA

Motion by Trustee Joel Stueland, second by Trustee Ann Lessila to approve the consent agenda as written.

Bill Approval for November 2024 in the amount of $6,239,786.80

**Vote:** 7 - 0 Motion Carried

## PUBLIC COMMENT

Village President Walz opened the public hearing for comment. There was no one present to speak during public comment.

## PUBLIC HEARINGS

**A Public Hearing to consider the Plan Commission's recommendation regarding an Ordinance amending Section 122-66 (h)(2),(3) & (k)(1) - Standards and Revocation and Termination of Conditional Use Permits.**
Planning/Zoning Manager Amy Bennett spoke briefly regarding the public hearing.

Village President Walz opened the public hearing for comment. There was no one present who wished to speak at the public hearing. The public hearing was closed.

**Action Item:**
**Adoption of an Ordinance amending Section 122-66 (h)(2),(3) & (k)(1) - Standards and Revocation and Termination of Conditional Use Permits.**

Motion by Trustee Paul Tadda, second by Trustee Joel Stueland to approve an Ordinance amending Section 122-66 (h)(2),(3) & (k)(1) - Standards and Revocation and Termination of Conditional Use Permits. (Ordinance No. 925-O-25)

**Vote:** 7 - 0 Motion Carried

**A Public Hearing to consider the Plan Commission's recommendation on the request of Ariel Anbar Of Andev Group, LLC for the Courtyard of Menomonee Falls to allow a community living arrangement for 16 or more people, within 2,500 feet of another facility and to exceed 1% of the Village's total population, located adjacent to and at N72W13247 Good Hope Road. The subject parcels are identified by Tax Keys 94.999.004 & 94.999.003.**
Planning/Zoning Manager Amy Bennett spoke briefly regarding the public hearing.

Village President Walz opened the public comment portion of the meeting. The following individuals spoke:

David Glazer, 4607 N 109th St, Wauwatosa, WI 53225 - Subject: (7b) Andev Group Comments: Glazer spoke on behalf of the developer and is in favor of the change to the amendment.

**Action Item:**
**Re-Approve and extend the term of a granted Conditional Use Permit allowing a community living arrangement for 16 or more people, within 2,500 feet of another facility and to exceed 1% of the Village's total population, located adjacent to and at N72W13247 Good Hope Road.**

Motion by Trustee Paul Tadda, second by Trustee Joel Stueland to Re-Approve and extend the term of a granted Conditional Use Permit allowing a community living arrangement for 16 or more people, within 2,500 feet of another facility and to exceed 1% of the Village's total population, located adjacent to and at N72W13247 Good Hope Road.

**Vote:** 7 - 0 Motion Carried

**COMMITTEE AND COMMISSION REPORTS**

**PLAN COMMISSION**

**Resolution approving the Final Plat of Quietwood located between Marcy Road and One Mile Road, north of the Cranes Crossing Subdivision, on the parcel identified by Tax Key Number 128.999.018**

Motion by Trustee Paul Tadda, second by Trustee Joel Stueland to approve a Resolution approving the Final Plat of Quietwood located between Marcy Road and One Mile Road, north of the Cranes Crossing Subdivision, on the parcel identified by Tax Key Number 128.999.018. (Resolution No. 1467-R-25)

**Vote:** 7 - 0 Motion Carried

**Resolution approving the Final Plat of Quietwood Addition No. 1 located between Marcy Road and One Mile Road, north of the Cranes Crossing Subdivision, on the parcel identified by Tax Key Number 128.999.018**

Motion by Trustee Paul Tadda, second by Trustee Joel Stueland to approve a Resolution approving the Final Plat of Quietwood Addition No. 1 located between Marcy Road and One Mile Road, north of the Cranes Crossing Subdivision, on the parcel identified by Tax Key Number 128.999.018 (Resolution No. 1468-R-25)

**Vote:** 7 - 0 Motion Carried

**Ordinance amending the Fiduciary Villas Planned Residential Development located at N48W19272 Lisbon Road on the parcel identified by Tax Key Number 128.998.004**

Motion by Trustee Paul Tadda, second by Trustee Joel Stueland to approve an Ordinance amending the Fiduciary Villas Planned Residential Development located at N48W19272 Lisbon Road on the parcel identified by Tax Key Number 128.998.004. (Ordinance No. 926-O-25)

**Vote:** 7 - 0 Motion Carried

**UTILITIES AND PUBLIC WORKS COMMITTEE**

**Private Property Infiltration and Inflow Reduction Funding Agreement between the Village of Menomonee Falls and the Milwaukee Metropolitan Sewerage District (MF05)**

Motion by Trustee Katie Kress, second by Trustee Steve Taggart to approve a Private Property Infiltration and Inflow Reduction Funding Agreement between the Village of Menomonee Falls and the Milwaukee Metropolitan Sewerage District (MF05).

**Vote:** 7 - 0 Motion Carried

**Development Agreement between VH Evergreen Fields LLC and the Village of Menomonee Falls for the Evergreen Fields Subdivision, Phase V**

Motion by Trustee Katie Kress, second by Trustee Steve Taggart to approve a Development Agreement between VH Evergreen Fields LLC and the Village of Menomonee Falls for the Evergreen Fields Subdivision, Phase V.

**Vote:** 7 - 0 Motion Carried

**NEW BUSINESS**

**Approval of Village President's appointments as follows:**

- **Appointment of Matthew Hayes to the Community Development Authority to fill the seat vacated by Cathy Hazzard, term to expire in April 2028.**
- **Reassignment of Chris Smolik from regular member to the first alternate member of the Zoning Board of Appeals, term to expire in April 2027.**
- **Appointment of David Heckman as the second alternate member of the Zoning Board of Appeals, term to expire in April 2027.**

Motion by Trustee Steve Taggart, second by Trustee Ann Lessila to approve an appointment of Matthew Hayes to the Community Development Authority to fill the seat vacated by Cathy Hazzard, term to expire in April 2028.

**Vote:** 7 - 0 Motion Carried

Motion by Trustee Steve Taggart, second by Trustee Joel Stueland to approve a reassignment of Chris Smolik from regular member to the first alternate member of the Zoning Board of Appeals, term to expire in April 2027.

**Vote:** 7 - 0 Motion Carried

Motion by Trustee Steve Taggart, second by Trustee Joel Stueland to approve an appointment of David Heckman as the second alternate member of the Zoning Board of Appeals, term to expire in April 2027.

**Vote:** 7 - 0 Motion Carried

**Appointment of David Johnson of North Shore Environmental Construction to the Business Improvement District Board as an At Large Member to fill the seat vacated by Kristen Sobotka as recommended by the BID Board, term to expire on December 31, 2027.**

**Appointment of Nicholas Oliver of Redbird Security to the Business Improvement District Board as an Own or Occupy Member to fill the seat vacated by Tim Dunne as recommended by the BID Board, term to expire on December 31, 2027.**

Motion by Trustee Steve Taggart, second by Trustee Joel Stueland to approve an appointment of David Johnson of North Shore Environmental Construction to the Business Improvement District Board as an At Large Member to fill the seat vacated by Kristen Sobotka as recommended by the BID Board, term to expire on December 31, 2027.

**Vote:** 7 - 0 Motion Carried

Motion by Trustee Steve Taggart, second by Trustee Joel Stueland to approve an appointment of Nicholas Oliver of Redbird Security to the Business Improvement District Board as an Own or Occupy Member to fill the seat vacated by Tim Dunne as recommended by the BID Board, term to expire on December 31, 2027.

**Vote:** 7 - 0 Motion Carried

**ADJOURNMENT**

Motion by Trustee Ann Lessila, second by Trustee Steve Taggart to adjourn.

**Vote:** 7 - 0 Motion Carried

The Village Board meeting adjourned at 7:12 p.m.

Minutes transcribed and submitted by Kim Chavie, Village Deputy Clerk
Minutes approved on March 3, 2025

**Village Board - Regular** **4. a.**

**Meeting Date:** 01/06/2025

**Topic:** Presentation on 2024 Capital Budget Projects

**From:** Tom Hoffman, Director of Engineering & Development

**Department:** Engineering Services

**Date of Village Board Action (if required):** 01/06/2025

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## Information

**Subject:**

Presentation on 2024 Capital Budget Projects.

Appearance: Thomas M. Hoffman, PE, Director of Engineering & Development.

**Background Information:**

**Key Issues for Consideration:**

**Action By Committee or Village Board:**

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## Attachments

2024 Cap Budget Pres 1

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VILLAGE OF
Menomonee Falls

# 2024 CONSTRUCTION UPDATE

**DEPARTMENT OF**
**ENGINEERING & DEVELOPMENT**

**January 6, 2025**

# COUNTY LINE ROAD RECONSTRUCTION

STARK Pavement Corporation
Project Cost: $1,102,516
WM Cont.: $550,000

- Remove & Replace Existing Asphalt Pavement from STH 145 to Boundary Road
- Curb & Gutter Median Islands for turning lane at WM entrance

- 5,108 Tons Asphalt Pavement
- 1,360 SY 11 Inch Reinforced Concrete Pavement
- 13,026 SY Pulverizing Pavement

# COUNTY LINE ROAD RECONSTRUCTION
## Nor-X-Way & Industrial Dr Cul-de-sacs

STARK Pavement Corporation
Project Cost: $94,884
TID #14

- Construct Cul-de-sacs on Industrial Drive and Nor-X-Way
- New Curb & Gutter, Asphalt Pavement and Driveway Approaches

# WHEELER DRIVE RECONSTRUCTION
# Menomonee River to Rozanne

Globe Contractors, Inc.

Cost: $2,146,829

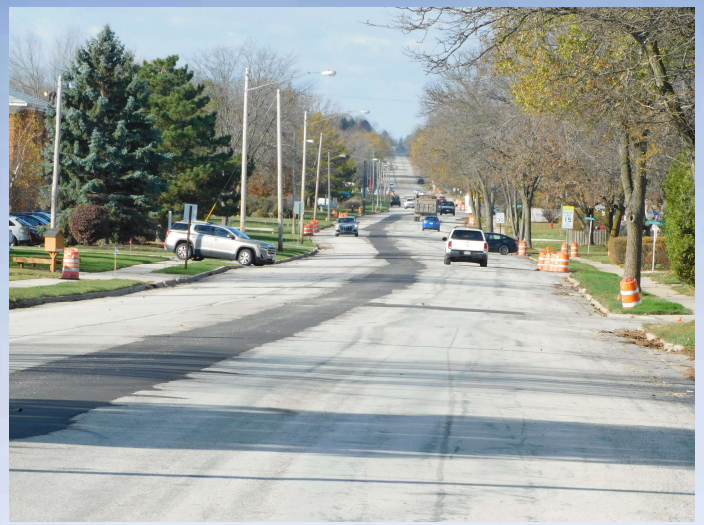
- 4,238 SY Asphalt Pavement Removed & Replaced
- 2,260 LF Curb & Gutter
- 1,950 SF Driveway Removed & Replaced
- 1,445 SF Sidewalk Removed & Replaced
- 1,559 LF of 8” Water main
- 541 LF Water Laterals
- 535 LF Private Sanitary Lateral Rehab
- 1,077 LF of New Storm Sewer w/ Manholes & Catch Basins

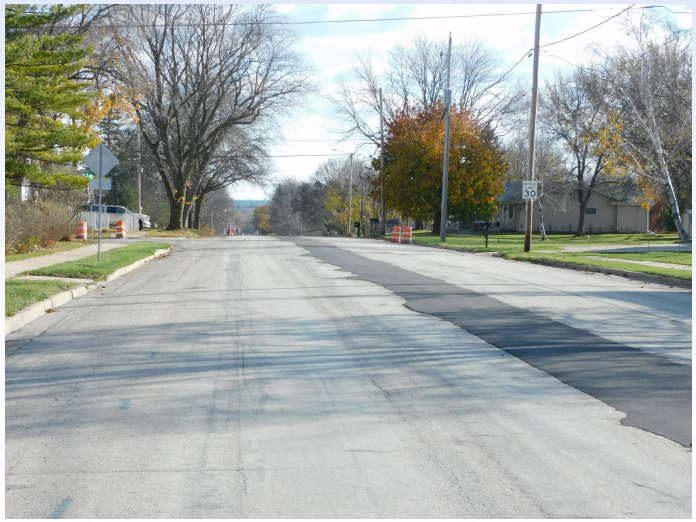
  12” to 60” RCCP
- Storm Water Quality Pond
- (0.22 Miles)

# WHEELER DRIVE RECONSTRUCTION
## Menomonee River to Rozanne
## MS-4 Pond

# WHEELER DRIVE RECONSTRUCTION
## Menomonee River to Rozanne
## MS-4 Pond

# MENOMONEE AVENUE WATER MAIN RELAY
## Appleton Ave to Town Hall Road

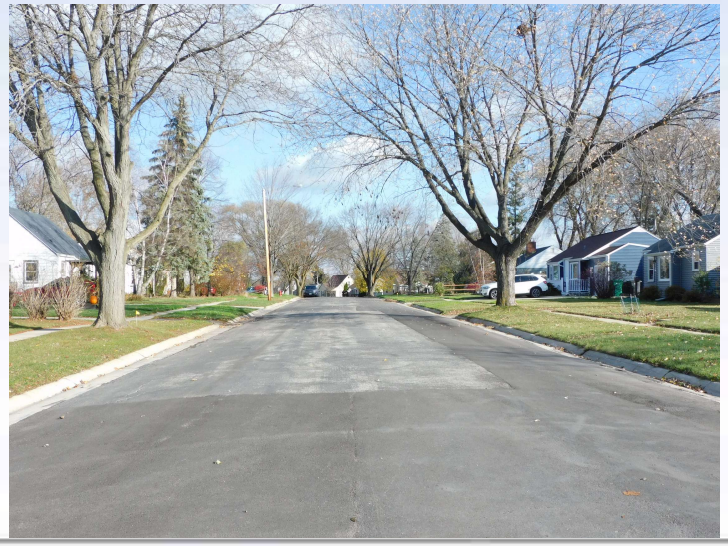




MJ Construction, Inc.
Cost: $3,311,306

- 7,203 LF of 16” Water main
- 65 LF of 12” Water main
- 1,759 LF of 8” Water main
- 1,493 LF Water Laterals
- Hydrants & Gate Valves
- 734 LF of 8” Sanitary Sewer Relay
- 1,857 LF Private Sanitary Lateral Rehab
- Pavement Restoration

# DARDIS AVENUE
# WATER MAIN RELAY
# Jacobson Dr to Ann Ave



MJ Construction, Inc.
Cost: $1,067,060

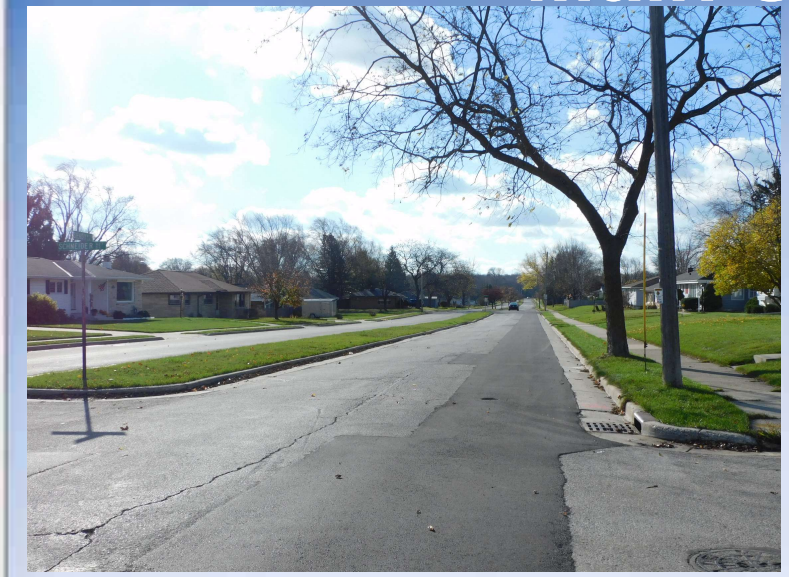
- 1,426 LF of 8” Water main
- 934 LF Water Laterals
- Hydrants & Gate Valves
- 2,116 LF Private Sanitary Lateral Rehab
- Pavement Restoration

# MAIN STREET WATER MAIN RELAY
# Rozanne Dr to Fond du lac Ave

MJ Construction, Inc.
Cost: $574,654

- 183 LF of 8” Sanitary Sewer Relay
- 1,095 LF of 12” Water main
- 295 LF Water Laterals
- Hydrants & Gate Valves
- Pavement Restoration

# SHADY LANE WATER MAIN RELAY
# Main St to Lee Place



American Sewer Services
Cost: $685,433

- 1,939 LF of 8” Water main
- 586 LF Water Laterals
- Hydrants & Gate Valves
- Pavement Restoration

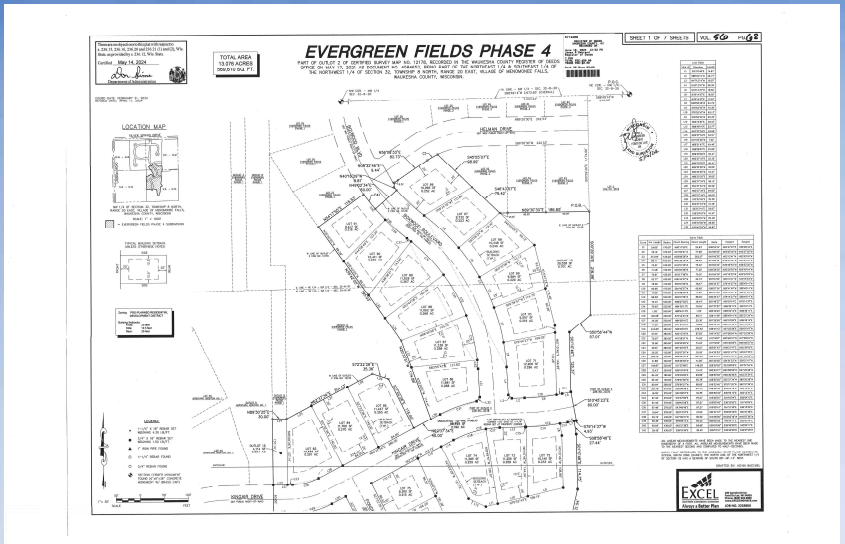
# CENTENIAL PLAZA
# PARK IMPROVEMENTS

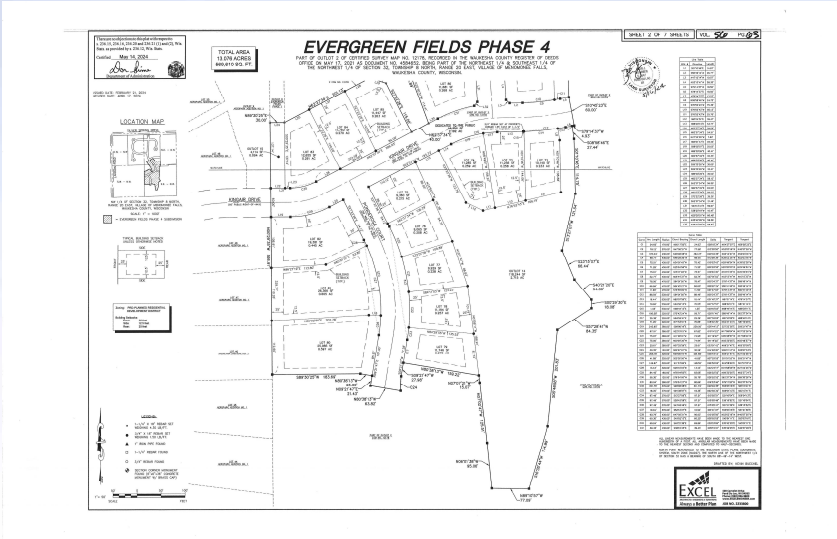
Level Up Construction, Inc.
Cost: $387,250

- Paver Removal & Concrete Pavement
- Planter Bed Reconstruction
- Stage Construction
- Decorative Shade Structures
- Electrical & Lighting
- Landscaping

# CENTENIAL PLAZA PARK IMPROVEMENTS Cont…

# EVERGREEN FIELDS PHASE 4 SUBDIVISION



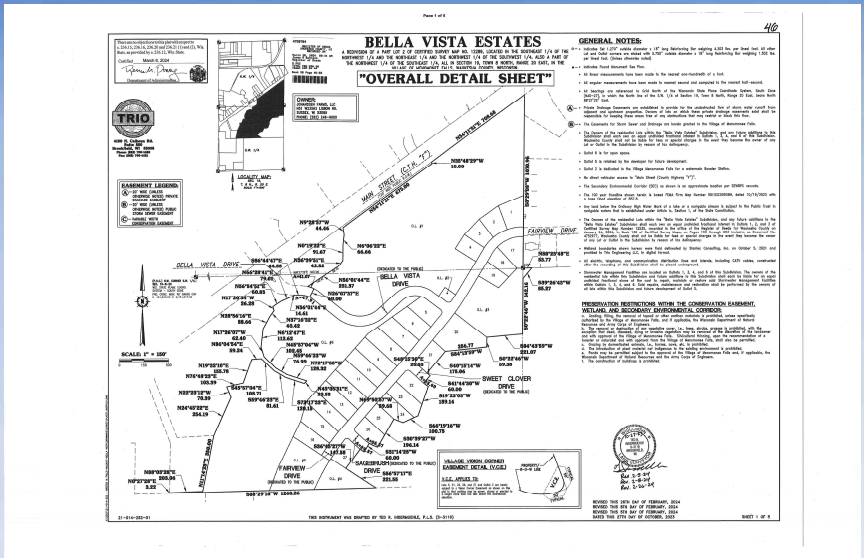

Developer: VH Evergreen Fields LLC

Veridian Homes

26 Single Family Lots

- 1,402 Lf Sanitary Sewer
- 1,635 Lf Water main
- 1,701 Lf Storm Sewer
- 4,948 SY Roadway
- (0.30 Miles)

# BELLA VISTA SUBDIVISION

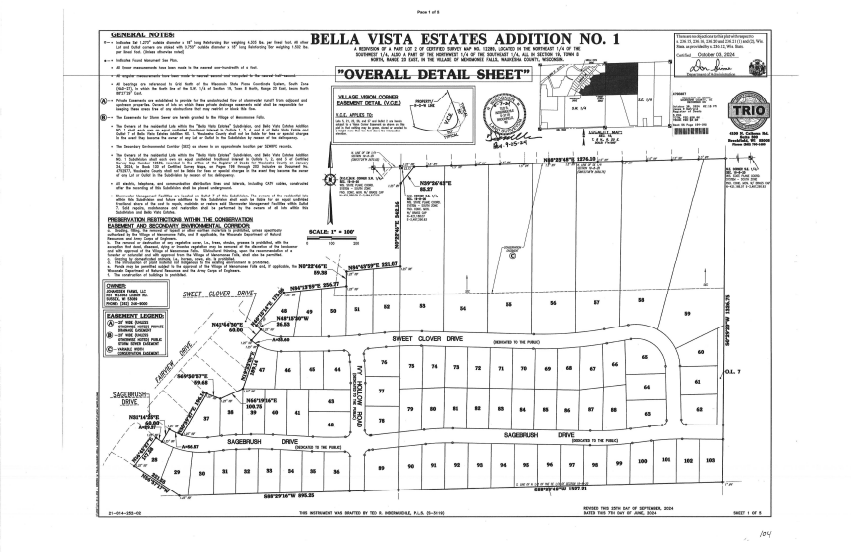


Developer: Johanssen Farms LLC

27 Single Family Lots

- 3,343 Lf Sanitary Sewer
- 3,562 Lf Water main
- 2,749 Lf Storm Sewer
- 9,528 SY Roadway
- (0.58 Miles)

# BELLA VISTA ADDN No 1 SUBDIVISION

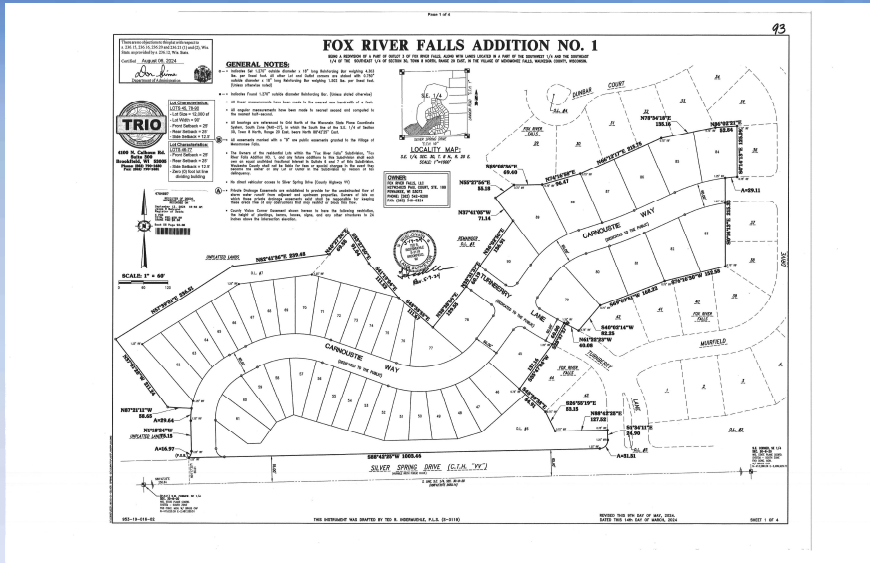



Developer: Johanssen Farms LLC

75 Single Family Lots

- 4,246 Lf Sanitary Sewer
- 4,960 Lf Water main
- 5,870 Lf Storm Sewer
- 15,605 SY Roadway
- (0.95 Miles)

# FOX RIVER FALLS ADDN No 1 SUBDIVISION



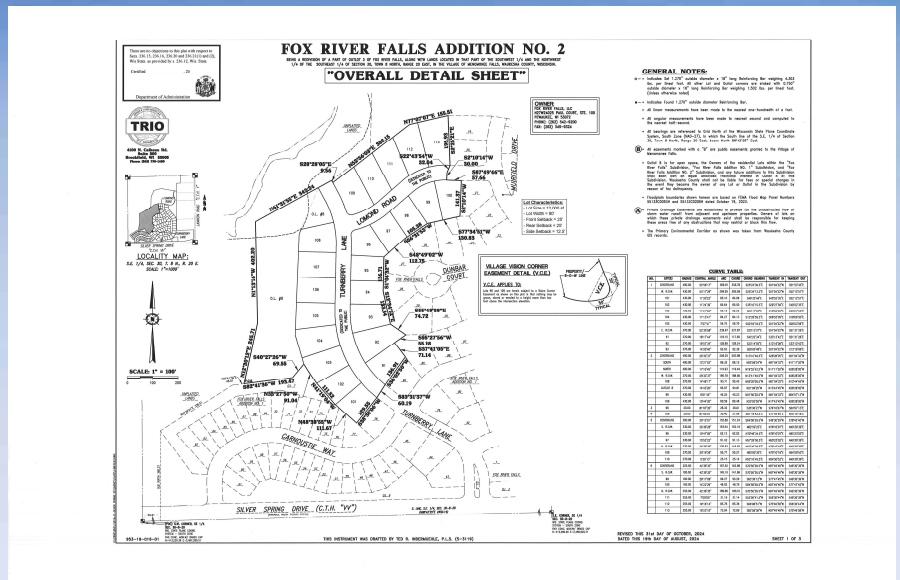
Developer: Fox River Falls LLC

14 Single Family Lots

32 Side by Side lots

- 1,464 Lf Sanitary Sewer
- 1,864 Lf Water main
- 2,427 Lf Storm Sewer
- 5,914 SY Roadway
- (0.36 Miles)

# FOX RIVER FALLS ADDN No 2 SUBDIVISION




Developer: Fox River Falls LLC

23 Single Family Lots

- 1,085 Lf Sanitary Sewer
- 1,293 Lf Water main
- 1,692 Lf Storm Sewer
- 4,107 SY Roadway
- (0.25 Miles)

# 2024 SIDEWALK PROGRAM

BMD Concrete Innovations
Cost: $67,881

- 3,795 Sf Sidewalk Removed & Replaced
- 104 Lf Curb & Gutter Removed & Replaced
- 348 Sf Curb Ramp Removed & Replaced

Safe Step LLC

Cost: $7,103

- 1,500 Sf Sidewalk Grinding

# 2024 Curb & Gutter Program

BMD Concrete Innovations
Cost: $48,713

Badger Drive, Balsam Drive, Wildflower Court, Columbine Court & Water main Break Locations

- 1,183 Lf Curb Removed & Replaced
- 31 EA Catch Basins Repaired
- 133 SF Concrete Approach

# 2024 ROAD MAINTENANCE PROGRAM
## Asphalt Paving

Stark Pavement Corporation
Cost: $1,800,329

- 17,435 Tons Asphalt Pavement
- 44,530 SY Pulverizing Pavement
- 18,131 SY Grinding Pavement

- Valleyview Dr, Meadowlane Dr, Elm Ln & Hilltop Dr
- Bradley Cir, Community Dr & Carl Ross Dr
- Maple Crest Ln, Pine Oak Ct & Hickory Tree Ln
- Monroe Dr, Lari Lou Dr, Circle Ct, & North Pointe Dr
- Balsam Dr, Badger Dr, Blair Ct, Sharptail Ct, Plaza Dr & Glen Meadow Ct
- Wildflower Dr & Columbine Ct

- 3.92 Miles of Road this year

- 1.53 Miles of Road last year

# 2024 ROAD MAINTENANCE PROGRAM
# 2” Overlay

Stark Pavement Corporation
Cost: $170,841

- 2,050 Tons Asphalt Pavement
- 14,667 SY Grinding Pavement

- Aryshire Ct & Thornhill Dr
- St Mark Dr & St Regis Dr

- 0.77 Miles of Road this year

- 0.53 Miles of Road last year

# 2024 ROAD MAINTENANCE PROGRAM
# Micro-Sealing

Fahrner Asphalt Sealers
Cost: $477,231

- 20,885 LF Flex Patching
- 109,145 SY Micro Surfacing

- Crane's Crossing Addn #1
- Spencer's Pass West
- Shepherd Hills Addn #1
- Dale Hills
- River Heights South

- 5.86 Miles of Road this year

- 4.85 Miles of Road last year

# 2024 ROAD MAINTENANCE PROGRAM
## Crack Filling

American Pavement Solutions
Cost: $39,484

- 61,166 SY of Pavement Crackfilled

- Main Street – Hoyt to Elder
- Menomonee Ave – Town Hall to Main St
- Town Hall – Main to Menomonee
- Town Hall – Menomonee to Custer

- 61,166 SY of Road this year

- 64,624 SY of Road last year

# QUESTIONS?

**Village Board - Regular** **5. a.**

**Meeting Date:** 01/06/2025

**Topic:** Bill Approval for November 2024

**From:** Mary Russart, Accounts Payable Clerk

**Department:** Financial Services

**Presenter:**

**Date of Committee Action (if required):**

**Date of Village Board Action (if required):**

## Information

**Subject:**

Bill Approval for November 2024 in the amount of $6,239,786.80

## Attachments

Bill Detail for November 2024

VILLAGE OF Menomonee Falls



| Vendor Name | Invoice Number | Invoice Description | GL Number Description | Line Item Amount | Invoice Amount |
|---|---|---|---|---|---|
| Vendor: AB DATA LTD | | | | | |
| 12/06/2024 | 2024 PROP TAX | VILLAGE PROP TAX POSTAGE | | | $8,155.47 |
| | | | *TAX COLLECTION & BILLING SERVICES* | *$8,155.47* | |
| | | | **Total For: AB DATA LTD** | | **$8,155.47** |
| Vendor: ACRISURE | | | | | |
| 11/15/2024 | 580407 | BENEFITS CONSULTING | | | $12,500.00 |
| | | | *CONSULTING* | *$12,500.00* | |
| | | | **Total For: ACRISURE** | | **$12,500.00** |
| Vendor: AIRGAS USA, LLC | | | | | |
| 11/15/2024 | 5511581800 | CYLINDER RENTAL | | | $544.24 |
| | | | *WELDING SUPPLIES* | *$544.24* | |
| 11/15/2024 | 5511581998 | HYDRANT MAINT | | | $177.51 |
| | | | *TD-MAINT-HYDRANTS* | *$177.51* | |
| 11/15/2024 | 9155186020 | HYDRANT MAINT | | | $252.20 |
| | | | *TD-MAINT-HYDRANTS* | *$252.20* | |
| 11/15/2024 | 5511752897 | CYLINDER RENTAL OCTOBER 2024 | | | $1,550.00 |
| | | | *EMS EQUIPMENT & SUPPLIES* | *$1,550.00* | |
| 12/06/2024 | 9155590968 | OXYGEN DELIVERY 11/12/24 | | | $301.69 |
| | | | *EMS EQUIPMENT & SUPPLIES* | *$301.69* | |
| | | | **Total For: AIRGAS USA, LLC** | | **$2,825.64** |
| Vendor: ALL CITY MANAGEMENT SERVICES, INC. | | | | | |
| 11/25/2024 | 96784 | CROSSING GUARD SERVICE | | | $3,620.20 |
| | | | *CROSSING GUARD CONTRACT* | *$3,620.20* | |
| 11/08/2024 | 96486 | CROSSING GUARD CONTRACT | | | $3,620.20 |
| | | | *CROSSING GUARD CONTRACT* | *$3,620.20* | |
| | | | **Total For: ALL CITY MANAGEMENT SERVICES, INC.** | | **$7,240.40** |
| Vendor: ALLEN JOHN AUSPRUNG | | | | | |
| 11/25/2024 | 2024.11 1P80Q5DZ1T | WITNESS FEE | | | $15.00 |
| | | | *COURT RECEIPTS* | *$15.00* | |
| | | | **Total For: ALLEN JOHN AUSPRUNG** | | **$15.00** |
| Vendor: ALPYNE HOMES LLC | | | | | |
| 11/15/2024 | PRNC23-0019 | W198N4851 HICKORY ST | | | $1,000.00 |
| | | | *DEPOSITS-BUILDING* | *$1,000.00* | |
| | | | **Total For: ALPYNE HOMES LLC** | | **$1,000.00** |

| Vendor Name | Invoice Number | Invoice Description | GL Number Description | Line Item Amount | Invoice Amount |
|---|---|---|---|---|---|
| Vendor: ALSCO | | | | | |
| 12/06/2024 | IMIL2069542 | UNIFORMS - STREETS | | | $503.83 |
| | | | *UNIFORMS* | *$503.83* | |
| 12/06/2024 | IMIL2069543 | UNIFORMS - MECHANICS | | | $318.92 |
| | | | *UNIFORMS* | *$318.92* | |
| 11/15/2024 | IMIL2067952,2067951 | MOPA AND RUG SERVICE | | | $329.73 |
| | | | *CONTRACTS* | *$215.81* | |
| | | | *CONTRACTS* | *$113.92* | |
| 11/15/2024 | IMIL2065946 | UNIFORMS - WATER | | | $199.09 |
| | | | *PUMPING SUPPLIES & EXP* | *$199.09* | |
| 11/15/2024 | IMIL2065947 | UNIFORMS - SEWER | | | $49.82 |
| | | | *DEPARTMENT SUPPLIES* | *$49.82* | |
| 11/15/2024 | IMIL2067568 | UNIFORMS - MECHANICS | | | $294.02 |
| | | | *UNIFORMS* | *$294.02* | |
| 11/15/2024 | IMIL2067567 | UNIFORMS - STREETS | | | $503.83 |
| | | | *UNIFORMS* | *$503.83* | |
| 12/06/2024 | IMIL2067948 | UNIFORMS - WATER | | | $165.77 |
| | | | *PUMPING SUPPLIES & EXP* | *$165.77* | |
| 12/06/2024 | IMIL2067949 | UNIFORMS - SEWER | | | $49.82 |
| | | | *DEPARTMENT SUPPLIES* | *$49.82* | |
| 12/06/2024 | IMIL2069954 | UNIFORMS - WATER | | | $199.09 |
| | | | *PUMPING SUPPLIES & EXP* | *$199.09* | |
| 12/06/2024 | IMIL2069955 | UNIFORMS - SEWER | | | $49.82 |
| | | | *DEPARTMENT SUPPLIES* | *$49.82* | |
| 12/06/2024 | IMIL2071531 | UNIFORMS - MECHANICS | | | $294.02 |
| | | | *UNIFORMS* | *$294.02* | |
| 12/06/2024 | IMIL2071530 | UNIFORMS - STREETS | | | $503.83 |
| | | | *UNIFORMS* | *$503.83* | |
| 12/06/2024 | IMIL2071900 | UNIFORMS - WATER | | | $165.77 |
| | | | *PUMPING SUPPLIES & EXP* | *$165.77* | |
| 12/06/2024 | IMIL2071901 | UNIFORMS - SEWER | | | $49.82 |
| | | | *DEPARTMENT SUPPLIES* | *$49.82* | |
| 12/06/2024 | IMIL2073475 | UNIFORMS - MECHANICS | | | $318.92 |
| | | | *UNIFORMS* | *$318.92* | |
| 12/06/2024 | IMIL2073474 | UNIFORMS - STREETS | | | $503.83 |
| | | | *UNIFORMS* | *$503.83* | |
| | | | | **Total For: ALSCO** | **$4,499.93** |
| Vendor: AMAZON CAPITAL SERVICES | | | | | |
| 12/06/2024 | 1W6H-YNJC-3NLW | GEL, ASPIRIN | | | $45.44 |
| | | | *EMS EQUIPMENT & SUPPLIES* | *$45.44* | |
| 12/06/2024 | 1X9V-X9L1-3DNY | GROMMET KIT | | | $16.98 |
| | | | *CLEANING SUPPLIES* | *$16.98* | |
| 12/06/2024 | 1XM9-CC3H-HNY1 | SOLAR LIGHTS/MOSS INVESTIGATION | | | $40.94 |
| | | | *TRAINING & EDUCATION* | *$40.94* | |
| | | | | **Total For: AMAZON CAPITAL SERVICES** | **$103.36** |

| Vendor Name | Invoice Number | Invoice Description | GL Number Description | Line Item Amount | Invoice Amount |
|---|---|---|---|---|---|
| Vendor: AMERICAN INDUSTRIAL MEDICAL | | | | | |
| 11/15/2024 | 25080VMF | AUDIOGRAMS - POLICE AND FIRE | | | $1,320.00 |
| | | | *EMPLOYEE EXAMS/EVALUATIONS* | *$440.00* | |
| | | | *EMPLOYEE EXAMS/EVALUATIONS* | *$440.00* | |
| | | | *EMPLOYEE EXAMS/EVALUATIONS* | *$440.00* | |
| | | | **Total For: AMERICAN INDUSTRIAL MEDICAL** | | **$1,320.00** |
| Vendor: ANDREW WEBER | | | | | |
| 11/08/2024 | 103124 | A.W. EXPENSE CLAIM - POSTAGE | | | $6.50 |
| | | | *POSTAGE/SHIPPING* | *$6.50* | |
| | | | **Total For: ANDREW WEBER** | | **$6.50** |
| Vendor: ANIXTER, INC. | | | | | |
| 11/25/2024 | 115717343 | MUN 3318 REMODEL | | | $93.46 |
| | | | *CABLING SUPPLIES* | *$28.64* | |
| | | | *CABLING SUPPLIES* | *$64.82* | |
| 11/25/2024 | 115717344 | MUN 3318 REMODEL | | | $215.53 |
| | | | *CABLING SUPPLIES* | *$113.12* | |
| | | | *CABLING SUPPLIES* | *$102.41* | |
| | | | **Total For: ANIXTER, INC.** | | **$308.99** |
| Vendor: ASAP - OFF ROAD SPECIALTY VEHICLES | | | | | |
| 12/06/2024 | 103124 | OFF ROAD AMBULANCE-2023 MEDSTAT MS 500 | | | $25,809.00 |
| | | | *FD TANK INSPECTIONS* | *$19,132.90* | |
| | | | *FD EMS ACT 102 GRANT* | *$6,676.10* | |
| | | | **Total For: ASAP - OFF ROAD SPECIALTY VEHICLES** | | **$25,809.00** |
| Vendor: AT&T MOBILITY | | | | | |
| 11/15/2024 | 28730638138011012024 | 2024 SERVICES SEP 24 - OCT 23 | | | $265.92 |
| | | | *FIRE & RESCUE EQUIPMENT* | *$265.92* | |
| | | | **Total For: AT&T MOBILITY** | | **$265.92** |
| Vendor: AUTOMATIC ENTRANCES OF WISCONSIN | | | | | |
| 12/06/2024 | 2043545 | REPAIR ENTRY DOOR TO LIBRARY | | | $1,131.46 |
| | | | *RM-BUILDING & GROUNDS* | *$1,131.46* | |
| | | | **Total For: AUTOMATIC ENTRANCES OF WISCONSIN** | | **$1,131.46** |

| Vendor Name | Invoice Number | Invoice Description | GL Number Description | Line Item Amount | Invoice Amount |
|---|---|---|---|---|---|
| Vendor: AYRES ASSOCIATES INC. | | | | | |
| 11/15/2024 | 218819 | WHEELER DRIVE CONSTRUCTION THROUGH OCT 19,2024 | | | $25,891.40 |
| | | | *STREET-CONSTRUCTION* | *$25,891.40* | |
| 11/15/2024 | 218678 | BELLA VISTA SUBD - THROUGH OCT 19, 2024 | | | $11,085.19 |
| | | | *STREET-INSPECTION* | *$11,085.19* | |
| 11/15/2024 | 218388 | BELLA VISTA SUBD - THROUGH SEPT 21 2024 | | | $16,430.19 |
| | | | *STREET-INSPECTION* | *$16,430.19* | |
| 11/15/2024 | 218681 | EVERGREEN FIELDS INSPECTION - OCT 19 2024 | | | $2,890.15 |
| | | | *STREET-INSPECTION* | *$2,890.15* | |
| 11/25/2024 | 218677 | COUNTY LINE ROAD CONSTRUCTION SERVICES | | | $5,044.95 |
| | | | *STREET-OUTSIDE ENGINEERING* | *$5,044.95* | |
| | | | **Total For: AYRES ASSOCIATES INC.** | | **$61,341.88** |
| Vendor: BARCO PROD CO | | | | | |
| 11/15/2024 | #INVRCO30228 | CITY SERIES ROUND PICNIC TABLE/46", (2) | | | $2,553.08 |
| | | | *FURNISHINGS* | *$2,537.70* | |
| | | | *FURNISHINGS* | *$15.38* | |
| | | | **Total For: BARCO PROD CO** | | **$2,553.08** |
| Vendor: BENCE BUILD LLC | | | | | |
| 11/15/2024 | 1274 | VILLAGE PARK BEER GARDEN | | | $36,214.39 |
| | | | *GENERAL PROJECT EXPENSES* | *$36,214.39* | |
| | | | **Total For: BENCE BUILD LLC** | | **$36,214.39** |
| Vendor: BLAZE LANDSCAPE CONTRACTORS, INC | | | | | |
| 11/25/2024 | 20698 | FIRE STATION 1 LANDSCAPE MAINTENANCE - 2024 | | | $934.38 |
| | | | *CONTRACT LANDSCAPE MAINTENANCE SEF* | *$934.38* | |
| 11/25/2024 | 20699 | FIRE STATION 3 LANDSCAPE MAINTENANCE - 2024 | | | $665.63 |
| | | | *CONTRACT LANDSCAPE MAINTENANCE SEF* | *$665.63* | |
| 11/25/2024 | 20700 | FIRE STATION 4 LANDSCAPE MAINTENANCE - 2024 | | | $500.00 |
| | | | *CONTRACT LANDSCAPE MAINTENANCE SEF* | *$500.00* | |
| 11/25/2024 | 20671 | FIRE STATION 5 LANDSCAPE MAINTENANCE - 2024 | | | $743.75 |
| | | | *CONTRACT LANDSCAPE MAINTENANCE SEF* | *$743.75* | |
| 12/06/2024 | 20794 | FIRE STATION 3 LANDSCAPE MAINTENANCE - 2024 PEST CONTROL | | | $1,000.00 |
| | | | *CONTRACT LANDSCAPE MAINTENANCE SEF* | *$1,000.00* | |
| | | | **Total For: BLAZE LANDSCAPE CONTRACTORS, INC** | | **$3,843.76** |
| Vendor: BOBCAT PLUS INC | | | | | |
| 12/06/2024 | IB29140A | SUPPLIES FOR #47 DPW | | | $100.13 |
| | | | *DEPARTMENT SUPPLIES* | *$100.13* | |
| 11/08/2024 | IB29098 | SUPPLIES FOR #47 DPW | | | $181.98 |
| | | | *DEPARTMENT SUPPLIES* | *$181.98* | |
| | | | **Total For: BOBCAT PLUS INC** | | **$282.11** |

| Vendor Name | Invoice Number | Invoice Description | GL Number Description | Line Item Amount | Invoice Amount |
|---|---|---|---|---|---|
| Vendor: BONAFIDE SECURITY SOLUTIONS | | | | | |
| 12/06/2024 | INV-20367 | KEYS | | | $26.52 |
| | | | *DEPARTMENT SUPPLIES* | *$26.52* | |
| | | | **Total For: BONAFIDE SECURITY SOLUTIONS** | | **$26.52** |
| Vendor: BOUND TREE MEDICAL | | | | | |
| 12/06/2024 | 85539763 | CATHETERS | | | $1.00 |
| | | | *EMS EQUIPMENT & SUPPLIES* | *$1.00* | |
| 12/06/2024 | 85552714 | CATHETERS | | | $1.00 |
| | | | *EMS EQUIPMENT & SUPPLIES* | *$1.00* | |
| 12/06/2024 | 85555854 | EMS SUPPLIES | | | $2,220.84 |
| | | | *EMS EQUIPMENT & SUPPLIES* | *$2,220.84* | |
| 12/06/2024 | 85559073 | CATHETERS | | | $1.00 |
| | | | *EMS EQUIPMENT & SUPPLIES* | *$1.00* | |
| 11/25/2024 | 85552715 | DEPARTMENT SUPPLIES - AED PADS | | | $2,731.92 |
| | | | *DEPARTMENT SUPPLIES* | *$2,731.92* | |
| | | | **Total For: BOUND TREE MEDICAL** | | **$4,955.76** |
| Vendor: BRADLEY J. EYNON | | | | | |
| 11/25/2024 | 2024.11 1P809PTJNL0 | RESTITUTION PAYMENT | | | $100.00 |
| | | | *COURT RECEIPTS* | *$100.00* | |
| | | | **Total For: BRADLEY J. EYNON** | | **$100.00** |
| Vendor: BRAKE & EQUIPMENT COMPANY | | | | | |
| 12/06/2024 | 828012 | SUPPLIES FOR #1135 ENGINEERING | | | $159.28 |
| | | | *RM-VEHICLES* | *$159.28* | |
| 12/06/2024 | 827976 | SUPPLIES FOR #985 DPW | | | $1.22 |
| | | | *DEPARTMENT SUPPLIES* | *$1.22* | |
| 12/06/2024 | 828132 | WELDING SUPPLIES | | | $7.28 |
| | | | *WELDING SUPPLIES* | *$7.28* | |
| 12/06/2024 | 828405 | SUPPLIES FOR #1195 WATER | | | $795.00 |
| | | | *TRANSPORTATION EXPENSE* | *$795.00* | |
| 12/06/2024 | 827322 | SUPPLIES FOR #1079 DPW | | | $149.16 |
| | | | *DEPARTMENT SUPPLIES* | *$149.16* | |
| | | | **Total For: BRAKE & EQUIPMENT COMPANY** | | **$1,111.94** |
| Vendor: BROOKS TRACTOR | | | | | |
| 11/08/2024 | M79980 | SUPPLIES FOR #1198 DPW | | | $335.39 |
| | | | *DEPARTMENT SUPPLIES* | *$335.39* | |
| | | | **Total For: BROOKS TRACTOR** | | **$335.39** |
| Vendor: BUILDING CONTROLS & SOLUTIONS | | | | | |
| 11/15/2024 | 3297248 | DIGITAL SENSORS AND RED LIGHT ASSEMBLY | | | $426.33 |
| | | | *RM-BUILDING & GROUNDS* | *$426.33* | |
| | | | **Total For: BUILDING CONTROLS & SOLUTIONS** | | **$426.33** |

| Vendor Name | Invoice Number | Invoice Description | GL Number Description | Line Item Amount | Invoice Amount |
|---|---|---|---|---|---|
| Vendor: BUMPER TO BUMPER | | | | | |
| 12/06/2024 | 620-503790 | SHOP SUPPLIES DPW | | | $94.80 |
| | | | *DEPARTMENT SUPPLIES* | *$94.80* | |
| 12/06/2024 | 620-504288 | SHOP SUPPLIES DPW | | | $227.40 |
| | | | *DEPARTMENT SUPPLIES* | *$227.40* | |
| | | | **Total For: BUMPER TO BUMPER** | | **$322.20** |
| Vendor: BUREAU VERITAS NATIONAL | | | | | |
| 11/15/2024 | RI 24028915 | ELEVATOR INSPECTIONS | | | $352.00 |
| | | | *RM-LIFT STATION* | *$352.00* | |
| | | | **Total For: BUREAU VERITAS NATIONAL** | | **$352.00** |
| Vendor: CARTER ROBBINS | | | | | |
| 11/25/2024 | 2024.11.EXP.CR | EMPLOYEE TRAINING EXPENSE REIMB | | | $625.93 |
| | | | *TRAINING & EDUCATION* | *$625.93* | |
| | | | **Total For: CARTER ROBBINS** | | **$625.93** |
| Vendor: CASPERS TRUCK EQUIP INC | | | | | |
| 12/06/2024 | 0062289-IN | SUPPLIES FOR #10 DPW | | | $2,086.79 |
| | | | *DEPARTMENT SUPPLIES* | *$2,086.79* | |
| | | | **Total For: CASPERS TRUCK EQUIP INC** | | **$2,086.79** |
| Vendor: CCH INC | | | | | |
| 12/06/2024 | 5415821708 | PROSYSTEM FX ENGAGEMENT ADD'L LICENSE FOR BAKER TILLY AUDITOR | | | $1,588.00 |
| | | | *INTERFUND TRANSFERS* | *$1,588.00* | |
| | | | **Total For: CCH INC** | | **$1,588.00** |

| Vendor Name | Invoice Number | Invoice Description | GL Number Description | Line Item Amount | Invoice Amount |
|---|---|---|---|---|---|
| Vendor: CDW GOVT INC | | | | | |
| 11/08/2024 | ZR00568496 | CDWG DATA CENTER HOSTING 10/01/24 - 10/31/24 | | | $1,670.00 |
| | | | *RENT-DATACENTER* | *$208.24* | |
| | | | *RENT - DATACENTER* | *$18.92* | |
| | | | *RENT - DATACENTER* | *$18.92* | |
| | | | *RENT - DATACENTER* | *$18.92* | |
| | | | *RENT-DATACENTER* | *$884.01* | |
| | | | *RENT - DATACENTER* | *$80.33* | |
| | | | *RENT - DATACENTER* | *$80.33* | |
| | | | *RENT - DATACENTER* | *$80.33* | |
| | | | *RENT-DATACENTER* | *$220.00* | |
| | | | *RENT - DATACENTER* | *$20.00* | |
| | | | *RENT - DATACENTER* | *$20.00* | |
| | | | *RENT - DATACENTER* | *$20.00* | |
| 11/08/2024 | AB2BH8H | WIRELESS KB/MOUSE FOR STOCK | | | $117.10 |
| | | | *COMPUTER HARDWARE* | *$117.10* | |
| 11/08/2024 | AB4QF7C | NETWORK PATCH CABLES | | | $87.36 |
| | | | *CABLING SUPPLIES* | *$87.36* | |
| 11/25/2024 | AB5J68F | HPE LTO-6 (LTO6) BACKUP TAPE STORAGE | | | $616.93 |
| | | | *COMPUTER HARDWARE* | *$616.93* | |
| 11/25/2024 | AB4KJ9A | TONER CARTRIDGE CANON 137 BLACK | | | $163.88 |
| | | | *PRINTER SUPPLIES* | *$163.88* | |
| | | | | **Total For: CDW GOVT INC** | **$2,655.27** |
| Vendor: CENTURYLINK | | | | | |
| 11/15/2024 | 712286586 | LONG DISTANCE SERVICE 10/01/24 - 10/31/24 | | | $4.29 |
| | | | *TELEPHONE SERVICE* | *$2.40* | |
| | | | *TELEPHONE SERVICE* | *$0.85* | |
| | | | *TELEPHONE SERVICE* | *$1.04* | |
| | | | | **Total For: CENTURYLINK** | **$4.29** |

| Vendor Name | Invoice Number | Invoice Description | GL Number Description | Line Item Amount | Invoice Amount |
|---|---|---|---|---|---|
| Vendor: CHARTER COMMUNICATION | | | | | |
| 11/15/2024 | 138004901102124 | SPECTRUM CABLE TV, INTERNET & FIBER ELAN - 10/23/24 - 11/22/24 | | | $9,302.44 |
| | | | *INTERNET SERVICE* | *$2,487.46* | |
| | | | *WAN SERVICE* | *$5,179.04* | |
| | | | *CABLE TV SERVICE* | *$390.59* | |
| | | | *INTERNET SERVICE* | *$276.39* | |
| | | | *WAN SERVICE* | *$110.56* | |
| | | | *INTERNET SERVICE* | *$276.39* | |
| | | | *WAN SERVICE* | *$110.56* | |
| | | | *CABLE TV SERVICE* | *$42.25* | |
| | | | *INTERNET SERVICE* | *$276.39* | |
| | | | *WAN SERVICE* | *$110.56* | |
| | | | *CABLE TV SERVICE* | *$42.25* | |
| 11/15/2024 | 0018912102324 | SPECTRUM CABLE TV - 09/27/24 - 10/27/24 | | | $182.12 |
| | | | *CABLE TV SERVICE* | *$182.12* | |
| 11/15/2024 | 152340701102124 | INTERNET 10/25-11/24 | | | $349.97 |
| | | | *LIGHT/POWER* | *$349.97* | |
| | | | **Total For: CHARTER COMMUNICATION** | | **$9,834.53** |
| Vendor: CHRISTOPHER BUTTRUM | | | | | |
| 11/15/2024 | PRNC22-0025 | N57W19691 HOLLY CT | | | $1,000.00 |
| | | | *DEPOSITS-BUILDING* | *$1,000.00* | |
| | | | **Total For: CHRISTOPHER BUTTRUM** | | **$1,000.00** |
| Vendor: CHRISTOPHER GARIEPY | | | | | |
| 11/15/2024 | 2024EWUG | 2024 EWUG REIMBURSEMENT | | | $241.30 |
| | | | *TRAINING - GIS* | *$80.44* | |
| | | | *TRAINING-DATA BASE GIS* | *$80.43* | |
| | | | *TRAINING-DATA BASE GIS* | *$80.43* | |
| | | | **Total For: CHRISTOPHER GARIEPY** | | **$241.30** |
| Vendor: CITY OF BROOKFIELD | | | | | |
| 11/25/2024 | 20242487 | 3RD QUARTER 2024 OPERATING CHARGES | | | $59,584.66 |
| | | | *BKFD USER CHARGE* | *$17,071.04* | |
| | | | *BKFD CAPITAL CHARGE* | *$38,774.41* | |
| | | | *BKFD USER CHARGE* | *$74.50* | |
| | | | *INTERCEPTOR MAINT - BROOKFIELD* | *$3,664.71* | |
| | | | **Total For: CITY OF BROOKFIELD** | | **$59,584.66** |
| Vendor: CITY OF MILWAUKEE | | | | | |
| 11/15/2024 | 1-0472.300 2024.10 | SOS MILWAUKEE WATER OCTOBER 2024 | | | $178,654.91 |
| | | | *SOS MILWAUKEE WATER* | *$178,654.91* | |
| | | | **Total For: CITY OF MILWAUKEE** | | **$178,654.91** |

| Vendor Name | Invoice Number | Invoice Description | GL Number Description | Line Item Amount | Invoice Amount |
|---|---|---|---|---|---|
| Vendor: CITY PRESS | | | | | |
| 11/15/2024 | 236220 | POSTAGE - OPEN ENROLLMENT BOOKS | | | $543.90 |
| | | | *RELATIONS/RECOGNITION* | *$543.90* | |
| 11/15/2024 | 235942 | OPEN ENROLLMENT BOOKS | | | $502.05 |
| | | | *RELATIONS/RECOGNITION* | *$502.05* | |
| 11/15/2024 | 235941 | OPEN ENROLLMENT ENVELOPES | | | $175.09 |
| | | | *RECRUITMENT & PERSONNEL* | *$175.09* | |
| | | | **Total For: CITY PRESS** | | **$1,221.04** |
| Vendor: CLEAR CUT PRINT SOLUTIONS INC | | | | | |
| 11/25/2024 | 26526 | UTILITY BILLING OCTOBER 2024 | | | $5,423.40 |
| | | | *POSTAGE* | *$1,581.15* | |
| | | | *MISC CUST ACCT SUPPL&EXP* | *$1,130.75* | |
| | | | *POSTAGE/SHIPPING* | *$2,711.50* | |
| | | | **Total For: CLEAR CUT PRINT SOLUTIONS INC** | | **$5,423.40** |
| Vendor: COBALT PARTNERS LLC | | | | | |
| 11/15/2024 | 2278474 | VAPOR INTRUSION ASSESS-CAROLINE DR | | | $4,939.02 |
| | | | *ENVIRONMENTAL CLEAN-UP EXPENSE* | *$4,939.02* | |
| 11/15/2024 | 2298902 | VAPOR INTRUSION ASSESSMENT-CAROLINE DR | | | $4,243.83 |
| | | | *ENVIRONMENTAL CLEAN-UP EXPENSE* | *$4,243.83* | |
| | | | **Total For: COBALT PARTNERS LLC** | | **$9,182.85** |
| Vendor: COMMERCIAL RECREATION SPECIALISTS | | | | | |
| 11/25/2024 | 0026649 | 2024 SPLASHPAD WINTERIZATION & TRAINING | | | $1,800.00 |
| | | | *VILLAGE PARK* | *$1,800.00* | |
| | | | **Total For: COMMERCIAL RECREATION SPECIALISTS** | | **$1,800.00** |
| Vendor: COMMUNITY MEMORIAL HOSPITAL | | | | | |
| 11/08/2024 | 080424 | INVESTIGATIVE EXPENSE - LEGAL BLOOD DRAW | | | $35.00 |
| | | | *INVESTIGATIVE EXPENSES* | *$35.00* | |
| 12/06/2024 | 110324 | INVESTIGATIVE EXPENSE - LEGAL BLOOD DRAW | | | $35.00 |
| | | | *INVESTIGATIVE EXPENSES* | *$35.00* | |
| 12/06/2024 | 110824 | INVESTIGATIVE EXPENSE - LEGAL BLOOD DRAW | | | $35.00 |
| | | | *INVESTIGATIVE EXPENSES* | *$35.00* | |
| 11/25/2024 | 100324 | INVESTIGATIVE EXPENSE - LEGAL BLOOD DRAW | | | $35.00 |
| | | | *INVESTIGATIVE EXPENSES* | *$35.00* | |
| | | | **Total For: COMMUNITY MEMORIAL HOSPITAL** | | **$140.00** |

| Vendor Name | Invoice Number | Invoice Description | GL Number Description | Line Item Amount | Invoice Amount |
|---|---|---|---|---|---|
| Vendor: COMPASS MINERALS AMERICA | | | | | |
| 12/06/2024 | 1392838 | SALT | | | $1,673.80 |
| | | | *SAND/SALT/CALCIUMCHLORIDE* | *$1,673.80* | |
| 11/15/2024 | 1391035 | SALT | | | $24,368.78 |
| | | | *SAND/SALT/CALCIUMCHLORIDE* | *$24,368.78* | |
| 11/15/2024 | 1390390 | SALT | | | $45,220.96 |
| | | | *SAND/SALT/CALCIUMCHLORIDE* | *$45,220.96* | |
| 11/15/2024 | 1392360 | SALT | | | $50,788.97 |
| | | | *SAND/SALT/CALCIUMCHLORIDE* | *$50,788.97* | |
| | | | **Total For: COMPASS MINERALS AMERICA** | | **$122,052.51** |
| Vendor: COMPLETE OFFICE OF WISCONSIN | | | | | |
| 12/06/2024 | 799697 | ELECTION PAPER - LILAC | | | $22.89 |
| | | | *ELECT EXPENSES* | *$22.89* | |
| 12/06/2024 | 804154 | DYMO LABELS - ELECTION | | | $731.76 |
| | | | *ELECT EXPENSES* | *$731.76* | |
| 12/06/2024 | 800502 | OFFICE SUPPLIES KEY-TAGS-SHIPPING LABELS, ELECTION SUPPLIES-GLUE STICKS, SIGN HOLDERS & SHEET PROTECT | | | $149.47 |
| | | | *OFFICE SUPPLIES* | *$68.95* | |
| | | | *ELECT EXPENSES* | *$80.52* | |
| 12/06/2024 | 796291 | 2025 OFFICE CALENDARS, RUBBERBANDS, GLUE STICKS, HANGINF FOLDERS, PAPER - GREEN & PINK, NOTE PADS | | | $455.21 |
| | | | *ELECT EXPENSES* | *$51.06* | |
| | | | *OFFICE SUPPLIES* | *$404.15* | |
| 11/15/2024 | 805814 | ENG OFFICE SUPPLIES | | | $28.64 |
| | | | *OFFICE SUPPLIES* | *$28.64* | |
| 12/06/2024 | 817374 | PENS AND CALENDARS | | | $66.48 |
| | | | *OFFICE SUPPLIES* | *$45.30* | |
| | | | *OFFICE SUPPLIES* | *$21.18* | |
| | | | **Total For: COMPLETE OFFICE OF WISCONSIN** | | **$1,454.45** |
| Vendor: CORNERSTONE DEVELOPMENT | | | | | |
| 11/15/2024 | PRNC23-0029 | N49W21515 KATHLEEN DR | | | $1,000.00 |
| | | | *DEPOSITS-BUILDING* | *$1,000.00* | |
| 11/15/2024 | PRNC23-0049 | W214N4873 CASEY CT | | | $1,000.00 |
| | | | *DEPOSITS-BUILDING* | *$1,000.00* | |
| | | | **Total For: CORNERSTONE DEVELOPMENT** | | **$2,000.00** |
| Vendor: COTTINGHAM & BUTLER | | | | | |
| 11/15/2024 | 340132 | CONSULTING INSTALL 11/12 | | | $2,916.66 |
| | | | *CONSULTING* | *$2,916.66* | |
| 12/06/2024 | 340133 | CONSULTING INSTALL 12/12 | | | $2,916.66 |
| | | | *CONSULTING* | *$2,916.66* | |
| | | | **Total For: COTTINGHAM & BUTLER** | | **$5,833.32** |

| Vendor Name | Invoice Number | Invoice Description | GL Number Description | Line Item Amount | Invoice Amount |
|---|---|---|---|---|---|
| Vendor: CRAIG D CHILDS, PHD, S.C. | | | | | |
| 11/25/2024 | 4011 | EMPLOYEE EXAMS | | | $675.00 |
| | | | *EMPLOYEE EXAMS/EVALUATIONS* | *$675.00* | |
| 12/06/2024 | 4022 | EMPLOYEE EXAMS | | | $510.00 |
| | | | *EMPLOYEE EXAMS/EVALUATIONS* | *$510.00* | |
| | | | **Total For: CRAIG D CHILDS, PHD, S.C.** | | **$1,185.00** |
| Vendor: DAN BEYER ARCHITECTS | | | | | |
| 11/15/2024 | 2784 | VMF FIRE STATION 3 - CHANGE ORDER 4 | | | $656.25 |
| | | | *MISC COSTS/VMF ENG.* | *$656.25* | |
| | | | **Total For: DAN BEYER ARCHITECTS** | | **$656.25** |
| Vendor: DELL MARKETING L.P. | | | | | |
| 11/08/2024 | 10779870602 | DELL REPLACEMENT VIDEO CARD | | | $130.06 |
| | | | *RM-COMPUTER HARDWARE* | *$130.06* | |
| 12/06/2024 | 10782208617 | MUN 3318 REMODEL | | | $1,900.68 |
| | | | *COMPUTER HARDWARE* | *$1,900.68* | |
| | | | **Total For: DELL MARKETING L.P.** | | **$2,030.74** |
| Vendor: DON UMHOEFER | | | | | |
| 12/06/2024 | 9-7-24 | UNIFORM SHOES | | | $84.00 |
| | | | *UNIFORMS* | *$84.00* | |
| | | | **Total For: DON UMHOEFER** | | **$84.00** |
| Vendor: DUTCH TOUCH LAWN SERVICES | | | | | |
| 12/06/2024 | 14367 | TREE DEDICATION - VILLAGE PARK | | | $575.00 |
| | | | *PARK GENERAL DONATION EXP* | *$575.00* | |
| 12/06/2024 | 14308 | VILLAGE GARAGE LANDSCAPE MAINTENANCE | | | $525.00 |
| | | | *CONTRACT LANDSCAPE MAINTENANCE SEF* | *$525.00* | |
| 11/08/2024 | 14322 | CONTRACT LANDSCAPE MAINTENANCE | | | $1,725.00 |
| | | | *CONTRACT LANDSCAPE MAINTENANCE SEF* | *$1,725.00* | |
| 11/08/2024 | 14330 | CONTRACT LANDSCAPE MAINTENANCE | | | $975.00 |
| | | | *CONTRACT LANDSCAPE MAINTENANCE SEF* | *$975.00* | |
| | | | **Total For: DUTCH TOUCH LAWN SERVICES** | | **$3,800.00** |
| Vendor: EATON CORPORATION | | | | | |
| 12/06/2024 | MRO.EATON 2024 | TID #10 EATON MRO PAYEMNT 2024 | | | $147,893.00 |
| | | | *MRO DEVELOPER INCENTIVE* | *$147,893.00* | |
| | | | **Total For: EATON CORPORATION** | | **$147,893.00** |

| Vendor Name | Invoice Number | Invoice Description | GL Number Description | Line Item Amount | Invoice Amount |
|---|---|---|---|---|---|
| Vendor: EFTPS - FED PAYROLL JE'S | | | | | |
| 12/06/2024 | 2024.11.08 | FEDERAL PAYROLL TAXES | | | $185,100.42 |
| | | | *FEDERAL WITHHOLDING* | *$70,902.04* | |
| | | | *FICA PAYABLE* | *$21,819.12* | |
| | | | *FICA PAYABLE* | *$92,379.26* | |
| 12/06/2024 | 2024.11.22 | FEDERAL PAYROLL TAXES | | | $190,941.73 |
| | | | *FEDERAL WITHHOLDING* | *$74,103.43* | |
| | | | *FICA PAYABLE* | *$22,319.54* | |
| | | | *FICA PAYABLE* | *$94,518.76* | |
| | | | **Total For: EFTPS - FED PAYROLL JE'S** | | **$376,042.15** |

| Vendor Name | Invoice Number | Invoice Description | GL Number Description | Line Item Amount | Invoice Amount |
|---|---|---|---|---|---|
| Vendor: EHLERS | | | | | |
| 12/06/2024 | 90887 | BOND #137 | | | $6,750.00 |
| | | | *INTEREST PAYMENTS ON LONG-TERM DEBT* | *$6,750.00* | |
| | | | *TRANSFER TO DEBT SERVICE* | *$6,750.00* | |
| | | | *TRANSFER FROM TID 8* | *$(6,750.00)* | |
| 12/06/2024 | 90886 | BOND #138 | | | $85,906.25 |
| | | | *INTEREST PAYMENTS ON LONG-TERM DEBT* | *$85,906.25* | |
| | | | *TRANSFER TO DEBT SERVICE* | *$85,906.25* | |
| | | | *TRANSFER FROM TID 8* | *$(85,906.25)* | |
| 12/06/2024 | 90888 | BOND #140 | | | $61,112.50 |
| | | | *INTEREST PAYMENTS ON LONG-TERM DEBT* | *$7,545.00* | |
| | | | *INTEREST PAYMENTS ON LONG-TERM DEBT* | *$43,420.00* | |
| | | | *INTEREST ON LONG-TERM DEBT* | *$10,147.50* | |
| | | | *TRANSFER TO DEBT SERVICE* | *$43,420.00* | |
| | | | *TFR FROM MUNICIPAL FACILITIES* | *$(43,420.00)* | |
| 12/06/2024 | 90889 | BOND #141 | | | $27,450.00 |
| | | | *INTEREST PAYMENTS ON LONG-TERM DEBT* | *$13,200.00* | |
| | | | *INTEREST ON LONG-TERM DEBT* | *$14,250.00* | |
| 11/15/2024 | 99683 | EHLERS INV 99683 FOR TID 17 CREATION | | | $2,500.00 |
| | | | *CONSULTING* | *$2,500.00* | |
| 11/15/2024 | 99684 | EHLERS INV 99684 FOR TID 18 CREATION | | | $2,500.00 |
| | | | *CONSULTING* | *$2,500.00* | |
| 11/08/2024 | 99311 | EHLERS INV 99311FOR TID 17 CREATION | | | $14,500.00 |
| | | | *CONSULTING* | *$14,500.00* | |
| 11/08/2024 | 99312 | EHLERS INV 99312 FOR TID 18 CREATION | | | $10,500.00 |
| | | | *CONSULTING* | *$10,500.00* | |
| 11/15/2024 | 99310 | 2024 CONTINUING DISCLOSURE REPORTING FEE | | | $4,250.00 |
| | | | *BOND EXPENSES* | *$283.38* | |
| | | | *BOND EXPENSES* | *$283.33* | |
| | | | *BOND EXPENSES* | *$283.33* | |
| | | | *BOND EXPENSES* | *$283.33* | |
| | | | *BOND EXPENSES* | *$283.33* | |
| | | | *BOND EXPENSES* | *$283.33* | |
| | | | *BOND EXPENSES* | *$283.33* | |
| | | | *BOND EXPENSES* | *$283.33* | |
| | | | *BOND EXPENSES* | *$283.33* | |
| | | | *BOND EXPENSES* | *$283.33* | |
| | | | *BOND EXPENSES* | *$283.33* | |
| | | | *BOND EXPENSES* | *$283.33* | |
| | | | *BOND EXPENSES* | *$283.33* | |
| | | | *BOND EXPENSES* | *$283.33* | |
| | | | | **Total For: EHLERS** | **$215,468.75** |

| Vendor Name | Invoice Number | Invoice Description | GL Number Description | Line Item Amount | Invoice Amount |
|---|---|---|---|---|---|
| Vendor: ELECTION SYSTEMS & SOFTWARE | | | | | |
| 11/15/2024 | CD2105062 | FIRMWARE LICENSE - DS200, HMA - DS200 EXTENDED WARRANTY WITH BIENNIAL | | | $530.00 |
| | | | *ELECT EXPENSES* | *$530.00* | |
| | | | **Total For: ELECTION SYSTEMS & SOFTWARE** | | **$530.00** |
| Vendor: ENGINES SERVICE, INC. | | | | | |
| 12/06/2024 | 140032 | SERVICE GENERATOR | | | $1,189.22 |
| | | | *RM-BUILDING & GROUNDS* | *$1,189.22* | |
| | | | **Total For: ENGINES SERVICE, INC.** | | **$1,189.22** |
| Vendor: ENTERPRISE FLEET MANAGEMENT | | | | | |
| 11/15/2024 | 587610A-110624 | STATEMENT NUMBER 587610A-110624 | | | $18,263.38 |
| | | | *LEASE - VEHICLE* | *$18,263.38* | |
| | | | **Total For: ENTERPRISE FLEET MANAGEMENT** | | **$18,263.38** |
| Vendor: ENVIROTECH EQUIPMENT COMPANY, LLC. | | | | | |
| 12/06/2024 | 24-0024544 | SERVICE FOR SEWER CAMERAS | | | $319.24 |
| | | | *RM-TV MONITORING* | *$319.24* | |
| | | | **Total For: ENVIROTECH EQUIPMENT COMPANY, LLC.** | | **$319.24** |
| Vendor: ERIC HANSEN | | | | | |
| 11/08/2024 | 102924 | E.H. EXPENSE CLAIM - TRAINING | | | $178.04 |
| | | | *TRAINING & EDUCATION* | *$178.04* | |
| | | | **Total For: ERIC HANSEN** | | **$178.04** |
| Vendor: ERIC HEIDENREITER | | | | | |
| 11/25/2024 | 2024.11 EXP REIMB | EMPLOYEE EXPENSE REIMB | | | $239.96 |
| | | | *TRAINING - GIS* | *$79.98* | |
| | | | *TRAINING-DATA BASE GIS* | *$79.98* | |
| | | | *TRAINING-DATA BASE GIS* | *$80.00* | |
| | | | **Total For: ERIC HEIDENREITER** | | **$239.96** |
| Vendor: ESPIRE HOMES, INC | | | | | |
| 11/15/2024 | PRNC23-0026 | W49W19937 HICKORY CT | | | $1,000.00 |
| | | | *DEPOSITS-BUILDING* | *$1,000.00* | |
| 11/15/2024 | P91155 | W199N4931 HICKORY CT | | | $1,000.00 |
| | | | *DEPOSITS-BUILDING* | *$1,000.00* | |
| | | | **Total For: ESPIRE HOMES, INC** | | **$2,000.00** |
| Vendor: EVS/MVS LLC | | | | | |
| 12/06/2024 | MRO 2024 | 2024 COBALT EVS MRO CALC | | | $216,208.00 |
| | | | *MRO DEVELOPER INCENTIVE* | *$216,208.00* | |
| | | | **Total For: EVS/MVS LLC** | | **$216,208.00** |

| Vendor Name | Invoice Number | Invoice Description | GL Number Description | Line Item Amount | Invoice Amount |
|---|---|---|---|---|---|
| Vendor: EXPONENTIAL POWER | | | | | |
| 11/15/2024 | INV091972 | SILVER SPRING LIFT STATION SUPPLIES | | | $281.62 |
| | | | *RM-LIFT STATION* | *$281.62* | |
| | | | **Total For: EXPONENTIAL POWER** | | **$281.62** |
| Vendor: EXPRESS NEWS | | | | | |
| 11/15/2024 | 10/30/2024 | BULK DROP EVENT & LEAF COLLECTION ADS | | | $659.00 |
| | | | *GARBAGE COLLECTION* | *$285.00* | |
| | | | *LEAF COLLECTION* | *$374.00* | |
| | | | **Total For: EXPRESS NEWS** | | **$659.00** |
| Vendor: FALLS AUTO PARTS & SUPPLIES | | | | | |
| 11/15/2024 | 742537 | SUPPLIES FOR #922 DPW | | | $75.15 |
| | | | *DEPARTMENT SUPPLIES* | *$75.15* | |
| 11/08/2024 | 742146 | SUPPLIES FOR #263 PARKS | | | $10.25 |
| | | | *RM-VEHICLES* | *$10.25* | |
| 11/08/2024 | 742046 | SHOP SUPPLIES DPW | | | $53.13 |
| | | | *DEPARTMENT SUPPLIES* | *$53.13* | |
| 11/08/2024 | 742049 | SHOP SUPPLIES DPW | | | $69.96 |
| | | | *DEPARTMENT SUPPLIES* | *$69.96* | |
| 11/25/2024 | 742572 | SUPPLIES FOR #922 DPW | | | $679.92 |
| | | | *DEPARTMENT SUPPLIES* | *$679.92* | |
| 12/06/2024 | 743072 | SUPPLIES FOR #227 PARKS | | | $52.95 |
| | | | *RM-VEHICLES* | *$52.95* | |
| 12/06/2024 | 743481 | STOCK SUPPLIES DPW | | | $98.94 |
| | | | *DEPARTMENT SUPPLIES* | *$98.94* | |
| 12/06/2024 | 743704 | SUPPLIES FOR #1153 ADMIN | | | $37.48 |
| | | | *RM-VEHICLES* | *$37.48* | |
| 12/06/2024 | 743251 | SUPPLIES FOR #607 WATER | | | $239.56 |
| | | | *TRANSPORTATION EXPENSE* | *$239.56* | |
| 12/06/2024 | 743336 | SUPPLIES FOR #607 WATER | | | $45.95 |
| | | | *TRANSPORTATION EXPENSE* | *$45.95* | |
| 12/06/2024 | 743318 | OUTDOOR GENERATOR MAINTENANCE | | | $112.62 |
| | | | *PUMPING MAINT EQUIPMENT* | *$112.62* | |
| | | | **Total For: FALLS AUTO PARTS & SUPPLIES** | | **$1,475.91** |
| Vendor: FALLS CABLE ACCESS CORP | | | | | |
| 11/08/2024 | PREPMT 2025 | PARTIAL PRE PAYMENT OF 2025 FIRST INSTALLMENT | | | $20,000.00 |
| | | | *PREPAID EX* | *$20,000.00* | |
| | | | **Total For: FALLS CABLE ACCESS CORP** | | **$20,000.00** |
| Vendor: FENCE ERECTORS INC | | | | | |
| 11/15/2024 | 1852 | TRASH ENCLOSURE FENCING | | | $5,259.00 |
| | | | *TD-MAINT-STRUC/IMPROVMTS* | *$5,259.00* | |
| | | | **Total For: FENCE ERECTORS INC** | | **$5,259.00** |

| Vendor Name | Invoice Number | Invoice Description | GL Number Description | Line Item Amount | Invoice Amount |
|---|---|---|---|---|---|
| Vendor: FERGUSON WATERWORKS #1476 | | | | | |
| 12/06/2024 | 0432183 | HYDRANT MAINTENANCE SUPPLIES | | | $346.22 |
| | | | *TD-MAINT-HYDRANTS* | *$346.22* | |
| 12/06/2024 | 0431177-1 | MAINS MAINTENANCE SUPPLIES | | | $336.00 |
| | | | *TD-MAINT-MAINS* | *$336.00* | |
| 12/06/2024 | 0431917 | MAINS MAINTENANCE SUPPLIES | | | $355.20 |
| | | | *TD-MAINT-MAINS* | *$355.20* | |
| 12/06/2024 | 0431177 | LATERAL MAINTENANCE SUPPLIES | | | $833.52 |
| | | | *TD-MAINT-LATERALS* | *$833.52* | |
| 12/06/2024 | 0431125 | MAINS MAINTENANCE SUPPLIES | | | $685.54 |
| | | | *TD-MAINT-MAINS* | *$685.54* | |
| | | | **Total For: FERGUSON WATERWORKS #1476** | | **$2,556.48** |
| Vendor: FGM ARCHITECTS INC. | | | | | |
| 11/15/2024 | 24-4097.01-4 | VMF POLICE DEPT PRE DESIGN STUDY | | | $12,800.00 |
| | | | *PROJECT DESIGN COSTS* | *$12,800.00* | |
| 11/15/2024 | 24-4096.01-4 | PUBLIC SAFETY TRAINING FACILITY PRE DESIGN STUDY | | | $4,500.00 |
| | | | *PROJECT DESIGN COSTS* | *$4,500.00* | |
| | | | **Total For: FGM ARCHITECTS INC.** | | **$17,300.00** |
| Vendor: FISH WINDOW CLEANING | | | | | |
| 12/06/2024 | 1864-148103 | STA 99 WINDOW CLEANING NOV 2024 | | | $100.00 |
| | | | *RM-BUILDING & GROUNDS* | *$100.00* | |
| | | | **Total For: FISH WINDOW CLEANING** | | **$100.00** |
| Vendor: FOCUS CREDIT UNION | | | | | |
| 12/06/2024 | 2024.11.22 | EMPLOYEE PAYROLL CONTRIBUTION | | | $4,100.00 |
| | | | *SAVINGS DEDUCT - CREDIT UNION* | *$4,100.00* | |
| | | | **Total For: FOCUS CREDIT UNION** | | **$4,100.00** |
| Vendor: FORMASPACE LP | | | | | |
| 11/08/2024 | INV10924 | MUN 3318 REMODEL | | | $15,740.37 |
| | | | *FURNISHINGS* | *$3,949.54* | |
| | | | *FURNISHINGS* | *$9,940.83* | |
| | | | *FURNISHINGS* | *$1,850.00* | |
| | | | **Total For: FORMASPACE LP** | | **$15,740.37** |
| Vendor: FOSTER COACH SALES INC | | | | | |
| 12/06/2024 | 14842 | SERVICE AND SUPPLIES FOR #1141 FIRE | | | $3,266.29 |
| | | | *RM-VEHICLES* | *$3,266.29* | |
| 12/06/2024 | 28331 | SUPPLIES FOR #1161 FIRE | | | $133.57 |
| | | | *RM-VEHICLES* | *$133.57* | |
| | | | **Total For: FOSTER COACH SALES INC** | | **$3,399.86** |

| Vendor Name | Invoice Number | Invoice Description | GL Number Description | Line Item Amount | Invoice Amount |
|---|---|---|---|---|---|
| Vendor: FOX RIVER FALLS, LLC | | | | | |
| 11/15/2024 | FOXRIV2024-2 | FOX RIVER FALLS SANITARY SEWER INTERCEPTOR REIMB #2 | | | $185,940.90 |
| | | | *SEWER UTILITY PROJECT EXPENSES* | *$185,940.90* | |
| | | | **Total For: FOX RIVER FALLS, LLC** | | **$185,940.90** |
| Vendor: FROEDTERT HEALTH/ | | | | | |
| 11/25/2024 | 00019252-00 | EMPLOYEE EXAMS | | | $624.00 |
| | | | *EMPLOYEE EXAMS/EVALUATIONS* | *$624.00* | |
| 11/25/2024 | 00019338-00 | MEDICAL TESTING | | | $45.00 |
| | | | *EMPLOYEE EXAMS/EVALUATIONS* | *$45.00* | |
| | | | **Total For: FROEDTERT HEALTH/** | | **$669.00** |
| Vendor: FROEDTERT MENOMONEE FALLS | | | | | |
| 12/06/2024 | 111124 | EMS SUPPLIES | | | $1,321.25 |
| | | | *EMS EQUIPMENT & SUPPLIES* | *$1,321.25* | |
| | | | **Total For: FROEDTERT MENOMONEE FALLS** | | **$1,321.25** |
| Vendor: G & O THERMAL SUPPLY | | | | | |
| 12/06/2024 | 6129493-00 | DAMPER SUPPLIES | | | $504.90 |
| | | | *RM-BUILDING & GROUNDS* | *$504.90* | |
| 12/06/2024 | 6129375-00 | BELL AND GOSSET BEARING ASSEMBLY AND COUPLER | | | $764.15 |
| | | | *RM-BUILDING & GROUNDS* | *$764.15* | |
| 11/15/2024 | 6128966-00 | VALVE ACTUATORS | | | $463.50 |
| | | | *RM-BUILDING & GROUNDS* | *$463.50* | |
| 11/15/2024 | 6128814-00 | EX-TROL | | | $182.20 |
| | | | *RM-BUILDING & GROUNDS* | *$182.20* | |
| | | | **Total For: G & O THERMAL SUPPLY** | | **$1,914.75** |
| Vendor: GARY ALAN ANDERSON | | | | | |
| 11/25/2024 | 2024.11 1P80Q5DZ1T | WITNESS FEE | | | $8.20 |
| | | | *COURT RECEIPTS* | *$8.20* | |
| | | | **Total For: GARY ALAN ANDERSON** | | **$8.20** |
| Vendor: GENERAL COMMUNICATIONS | | | | | |
| 12/06/2024 | 338695 | FLEET 1160 SIREN SPEAKER/BRACKET | | | $32.50 |
| | | | *WCC 800 MHZ RADIO* | *$32.50* | |
| 11/25/2024 | 338459 | VEHICLE PURCHASE - NEW SQUAD SET UP - FLEET #1210 | | | $21,947.82 |
| | | | *VEHICLE PURCHASES* | *$21,947.82* | |
| | | | **Total For: GENERAL COMMUNICATIONS** | | **$21,980.32** |

| Vendor Name | Invoice Number | Invoice Description | GL Number Description | Line Item Amount | Invoice Amount |
|---|---|---|---|---|---|
| Vendor: GFC LEASING | | | | | |
| 11/25/2024 | PO00003706 | LEASED OFFICE EQUIPMENT BUYOUT | | | $7,199.98 |
| | | | *RENT-OFF.EQ.* | *$7,199.98* | |
| 11/25/2024 | PO00003705 | LEASED OFFICE EQUIPMENT BUYOUT | | | $2,458.65 |
| | | | *RENT-OFF.EQ.* | *$2,458.65* | |
| 11/25/2024 | PO00003704 | LEASED OFFICE EQUIPMENT BUYOUT | | | $6,665.41 |
| | | | *RENT-OFF.EQ.* | *$6,665.41* | |
| 12/06/2024 | I00972796 | LEASED OFFICE EQUIPMENT 12/15/24 - 01/14/25 | | | $2,803.15 |
| | | | *RENT-OFF.EQ.* | *$484.91* | |
| | | | *RENT-OFF.EQ.* | *$190.70* | |
| | | | *RENT-OFF.EQ.* | *$229.11* | |
| | | | *RENT-OFF.EQ.* | *$180.46* | |
| | | | *RENT-OFF.EQ.* | *$173.95* | |
| | | | *RENT-OFF.EQ.* | *$173.95* | |
| | | | *RENT-OFF.EQ.* | *$582.22* | |
| | | | *RENT-OFF.EQ.* | *$329.89* | |
| | | | *RENT-OFF.EQ.* | *$266.94* | |
| | | | *RENT-OFF. EQ.* | *$95.51* | |
| | | | *RENT-OFF.EQ.* | *$95.51* | |
| | | | **Total For: GFC LEASING** | | **$19,127.19** |
| Vendor: GILES ENGINEERING ASSOCIATES, INC. | | | | | |
| 11/25/2024 | CGSW2024-1 | 2024 CG & SIDEWALK PROGRAM | | | $234.00 |
| | | | *MISC COSTS/VMF ENG.* | *$58.50* | |
| | | | *MISC COSTS/VMF ENG.* | *$175.50* | |
| | | | **Total For: GILES ENGINEERING ASSOCIATES, INC.** | | **$234.00** |
| Vendor: GLENROY, INC. | | | | | |
| 12/06/2024 | 2024.MRO.GLEN | TID #14 GLENROY MRO 2024 | | | $91,280.00 |
| | | | *MRO DEVELOPER INCENTIVE* | *$91,280.00* | |
| | | | **Total For: GLENROY, INC.** | | **$91,280.00** |
| Vendor: GOOD HOPE INVESTMENTS, LLC | | | | | |
| 11/22/2024 | 2024.MRO | TID 10 2024 MRO PAYMENT | | | $72,844.00 |
| | | | *MRO DEVELOPER INCENTIVE* | *$72,844.00* | |
| | | | **Total For: GOOD HOPE INVESTMENTS, LLC** | | **$72,844.00** |

| Vendor Name | Invoice Number | Invoice Description | GL Number Description | Line Item Amount | Invoice Amount |
|---|---|---|---|---|---|
| Vendor: GORDIE BOUCHER FORD | | | | | |
| 12/06/2024 | 761615 | SUPPLIES FOR #1135 ENGINEERING | | | $1,846.05 |
| | | | *RM-VEHICLES* | *$1,846.05* | |
| 11/25/2024 | 761242 | SUPPLIES FOR #607 WATER | | | $223.32 |
| | | | *TRANSPORTATION EXPENSE* | *$223.32* | |
| 11/25/2024 | 761693 | SUPPLIES FOR #1194 POLICE | | | $71.18 |
| | | | *RM-VEHICLES* | *$71.18* | |
| 12/06/2024 | 760702 | SUPPLIES FOR #1074 WATER | | | $65.38 |
| | | | *TRANSPORTATION EXPENSE* | *$65.38* | |
| 12/06/2024 | CM760249 | CREDIT FOR INV #760249 - SUPPLIES FOR #1095 SEWER | | | $(124.30) |
| | | | *RM-VEHICLES* | *$(124.30)* | |
| 11/08/2024 | 759058 | SUPPLIES FOR #1093 DPW | | | $16.80 |
| | | | *DEPARTMENT SUPPLIES* | *$16.80* | |
| 11/08/2024 | 759664 | STOCK SUPPLIES POLICE | | | $63.72 |
| | | | *RM-VEHICLES* | *$63.72* | |
| 11/08/2024 | 759670 | SUPPLIES FOR #1085 POLICE | | | $195.30 |
| | | | *RM-VEHICLES* | *$195.30* | |
| 11/15/2024 | 759410 | SUPPLIES FOR #1148 POLICE | | | $226.05 |
| | | | *RM-VEHICLES* | *$226.05* | |
| 11/15/2024 | 760275 | SUPPLIES FOR #1095 SEWER | | | $123.17 |
| | | | *RM-VEHICLES* | *$123.17* | |
| 11/15/2024 | 760249 | SUPPLIES FOR #1095 SEWER | | | $628.75 |
| | | | *RM-VEHICLES* | *$628.75* | |
| 11/15/2024 | 760219 | SUPPLIES FOR #1075 POLICE | | | $51.97 |
| | | | *RM-VEHICLES* | *$51.97* | |
| 11/25/2024 | 760882 | SUPPLIES FOR #1148 POLICE | | | $114.34 |
| | | | *RM-VEHICLES* | *$114.34* | |
| 11/25/2024 | 759283 | SHOP SUPPLIES DPW | | | $162.60 |
| | | | *DEPARTMENT SUPPLIES* | *$162.60* | |
| 11/25/2024 | 761071 | SUPPLIES FOR #1186 POLICE | | | $195.30 |
| | | | *RM-VEHICLES* | *$195.30* | |
| | | | **Total For: GORDIE BOUCHER FORD** | | **$3,859.63** |

| Vendor Name | Invoice Number | Invoice Description | GL Number Description | Line Item Amount | Invoice Amount |
|---|---|---|---|---|---|
| Vendor: GORDON FLESCH COMPANY, INC. | | | | | |
| 12/06/2024 | IN14941256 | IMAGECARE PRINTER PROGRAM 10/29/24 - 11/28/24 | | | $684.00 |
| | | | *COMPUTER SUPPLIES* | *$684.00* | |
| 11/25/2024 | IN14927473 | IMAGECARE MULTIFUNCTION EQUIPMENT PROGRAM 10/15/24 - 11/14/24 | | | $2,426.17 |
| | | | *COMPUTER SUPPLIES* | *$972.31* | |
| | | | *COMPUTER SUPPLIES* | *$81.23* | |
| | | | *COMPUTER SUPPLIES* | *$17.02* | |
| | | | *COMPUTER SUPPLIES* | *$1.79* | |
| | | | *COMPUTER SUPPLIES* | *$66.78* | |
| | | | *COMPUTER SUPPLIES* | *$93.79* | |
| | | | *COMPUTER SUPPLIES* | *$260.89* | |
| | | | *COMPUTER SUPPLIES* | *$190.62* | |
| | | | *COMPUTER SUPPLIES* | *$99.15* | |
| | | | *COMPUTER SUPPLIES* | *$23.20* | |
| | | | *COMPUTER SUPPLIES* | *$110.55* | |
| | | | *COMPUTER SUPPLIES* | *$162.30* | |
| | | | *COMPUTER SUPPLIES* | *$11.27* | |
| | | | *COMPUTER SUPPLIES* | *$20.73* | |
| | | | *COMPUTER SUPPLIES* | *$72.85* | |
| | | | *COMPUTER SUPPLIES* | *$23.97* | |
| | | | *COMPUTER SUPPLIES* | *$23.97* | |
| | | | *COMPUTER SUPPLIES* | *$193.75* | |
| | | | **Total For: GORDON FLESCH COMPANY, INC.** | | **$3,110.17** |
| Vendor: GRAINGER | | | | | |
| 12/06/2024 | 9301735263 | LIFT STATION MAINTENANCE SUPPLIES | | | $186.90 |
| | | | *RM-LIFT STATION* | *$186.90* | |
| 12/06/2024 | 9312688600 | LIFT STATION MAINTENANCE SUPPLIES | | | $140.39 |
| | | | *RM-LIFT STATION* | *$140.39* | |
| 12/06/2024 | 9312975965 | DEPARTMENT SUPPLIES SEWER | | | $12.12 |
| | | | *DEPARTMENT SUPPLIES* | *$12.12* | |
| | | | **Total For: GRAINGER** | | **$339.41** |
| Vendor: GRAYBAR | | | | | |
| 12/06/2024 | 9339804897 | PANDUIT PUNCHDOWN PATCH PANEL | | | $694.12 |
| | | | *CABLING SUPPLIES* | *$694.12* | |
| 11/25/2024 | 9338586526 | PANDUIT MINI-COM MODULE PO #202402341 | | | $26.53 |
| | | | *CABLING SUPPLIES* | *$26.53* | |
| | | | **Total For: GRAYBAR** | | **$720.65** |
| Vendor: GRIFFIN CHEVROLET | | | | | |
| 11/08/2024 | 1123708 | SUPPLIES FOR #192 POLICE | | | $74.56 |
| | | | *RM-VEHICLES* | *$74.56* | |
| 11/25/2024 | 1125782 | SUPPLIES FOR #133 POLICE | | | $56.15 |
| | | | *RM-VEHICLES* | *$56.15* | |
| | | | **Total For: GRIFFIN CHEVROLET** | | **$130.71** |

| Vendor Name | Invoice Number | Invoice Description | GL Number Description | Line Item Amount | Invoice Amount |
|---|---|---|---|---|---|
| Vendor: GUTHRIE & FREY INC. | | | | | |
| 11/25/2024 | 1 | SERVICE CALL TO INSPECT WELL AT STATION 98 AND DIAGNOSE PROBLEM | | | $157.50 |
| | | | *RM-BUILDING & GROUNDS* | *$157.50* | |
| | | | **Total For: GUTHRIE & FREY INC.** | | **$157.50** |
| Vendor: HANS NAKER | | | | | |
| 11/25/2024 | 101024. | EMPLOYEE EXPENSE REIMB | | | $169.96 |
| | | | *TRAINING & EDUCATION* | *$169.96* | |
| | | | **Total For: HANS NAKER** | | **$169.96** |
| Vendor: HARBOR HOMES | | | | | |
| 11/15/2024 | PRNC23-0057 | N58W17849 TIMMS PRAIRIE WALK | | | $1,000.00 |
| | | | *DEPOSITS-BUILDING* | *$1,000.00* | |
| | | | **Total For: HARBOR HOMES** | | **$1,000.00** |
| Vendor: HEARTLAND BUSINESS SYSTEMS | | | | | |
| 11/25/2024 | 745198-H | M365 READINESS ASSESSMENT | | | $4,370.00 |
| | | | *CONSULTING* | *$107.50* | |
| | | | *CONSULTING* | *$4,262.50* | |
| 12/06/2024 | 746965-H | M365 READINESS ASSESSMENT | | | $550.00 |
| | | | *CONSULTING* | *$550.00* | |
| 12/06/2024 | 746962-H | M365 READINESS ASSESSMENT | | | $2,750.00 |
| | | | *CONSULTING* | *$1,190.00* | |
| | | | *CONSULTING* | *$828.75* | |
| | | | *CONSULTING* | *$97.50* | |
| | | | *CONSULTING* | *$633.75* | |
| 12/06/2024 | 746959-H | M365 READINESS ASSESSMENT | | | $1,505.00 |
| | | | *CONSULTING* | *$1,505.00* | |
| 12/06/2024 | 746958-H | NETGATE ROUTER AND ZL CORE SWITCH REPLACEMENT WITH ARUBA 6405 | | | $591.25 |
| | | | *CONSULTING* | *$591.25* | |
| | | | **Total For: HEARTLAND BUSINESS SYSTEMS** | | **$9,766.25** |
| Vendor: HEARTLAND ENVIRONMENTAL DISTRIBUTOR | | | | | |
| 12/06/2024 | 105933 | GREASE - HYDRANT MAINTENANCE | | | $797.25 |
| | | | *TD-MAINT-HYDRANTS* | *$797.25* | |
| | | | **Total For: HEARTLAND ENVIRONMENTAL DISTRIBUTOR** | | **$797.25** |
| Vendor: HILGENDORF ELECTRIC | | | | | |
| 11/15/2024 | 4474 | REPLACE BAD GFCI | | | $207.90 |
| | | | *RM-BUILDING & GROUNDS* | *$207.90* | |
| | | | **Total For: HILGENDORF ELECTRIC** | | **$207.90** |

| Vendor Name | Invoice Number | Invoice Description | GL Number Description | Line Item Amount | Invoice Amount |
|---|---|---|---|---|---|
| Vendor: HOME PATH FINANCIAL | | | | | |
| 11/15/2024 | P91390 | W177N7410 AMETHYST DR | | | $1,000.00 |
| | | | *DEPOSITS-BUILDING* | *$1,000.00* | |
| 11/15/2024 | PRNC22-0010 | N75W17838 WOODY LN | | | $1,000.00 |
| | | | *DEPOSITS-BUILDING* | *$1,000.00* | |
| 11/15/2024 | PRNC23-0059 | W187N5749 BITTERCRESS CT | | | $1,000.00 |
| | | | *DEPOSITS-BUILDING* | *$1,000.00* | |
| 11/15/2024 | PRNC23-0044 | N50W19380 TAMARIND WAY | | | $1,000.00 |
| | | | *DEPOSITS-BUILDING* | *$1,000.00* | |
| 11/15/2024 | PRNC23-0022 | W188N5724 COVER LN | | | $1,000.00 |
| | | | *DEPOSITS-BUILDING* | *$1,000.00* | |
| | | | **Total For: HOME PATH FINANCIAL** | | **$5,000.00** |
| Vendor: HYDROCORP | | | | | |
| 11/15/2024 | CI-03139 | CROSS CONNECTION INSPECTIONS | | | $3,425.00 |
| | | | *INSPECTION SERVICES* | *$3,425.00* | |
| | | | **Total For: HYDROCORP** | | **$3,425.00** |
| Vendor: HYDRO-FLO PRODUCTS, INC. | | | | | |
| 11/25/2024 | 2437230 | FLASH PMC BOARD | | | $300.00 |
| | | | *RM-BUILDING & GROUNDS* | *$300.00* | |
| | | | **Total For: HYDRO-FLO PRODUCTS, INC.** | | **$300.00** |
| Vendor: HYQUIP LLC | | | | | |
| 11/25/2024 | 00542127 | STOCK SUPPLIES DPW | | | $134.75 |
| | | | *DEPARTMENT SUPPLIES* | *$134.75* | |
| 11/25/2024 | 00542284 | SUPPLIES FOR #1 DPW | | | $54.52 |
| | | | *DEPARTMENT SUPPLIES* | *$54.52* | |
| | | | **Total For: HYQUIP LLC** | | **$189.27** |
| Vendor: IBD, LLC | | | | | |
| 11/25/2024 | 454924 | SUPPLIES FOR #1133 WATER | | | $182.95 |
| | | | *TRANSPORTATION EXPENSE* | *$182.95* | |
| | | | **Total For: IBD, LLC** | | **$182.95** |

| Vendor Name | Invoice Number | Invoice Description | GL Number Description | Line Item Amount | Invoice Amount |
|---|---|---|---|---|---|
| Vendor: ILLINGWORTH-KILGUST MECHANICAL, INC | | | | | |
| 11/15/2024 | 930031724 | FALL MAINTENANCE | | | $2,447.00 |
| | | | *RM-BUILDING & GROUNDS* | *$2,447.00* | |
| 11/15/2024 | 930031698 | FALL MAINTENANCE | | | $3,048.00 |
| | | | *RM-BUILDING & GROUNDS* | *$3,048.00* | |
| 11/15/2024 | 930031553 | LABOR AND MATERIALS TO REPLACE SENSOR | | | $811.00 |
| | | | *RM-BUILDING & GROUNDS* | *$811.00* | |
| 11/15/2024 | 930031697 | FALL MAINTENANCE | | | $3,298.00 |
| | | | *CONTRACTS* | *$3,298.00* | |
| 11/25/2024 | 930031703 | FALL MAINTENANCE | | | $756.00 |
| | | | *TD-MAINT-STRUC/IMPROVMTS* | *$756.00* | |
| 11/25/2024 | 930031702 | FALL MAINTENANCE | | | $292.00 |
| | | | *RM-BUILDING & GROUNDS* | *$292.00* | |
| 11/15/2024 | 930031700 | FALL MAINTENANCE | | | $2,034.00 |
| | | | *CONTRACTS* | *$2,034.00* | |
| | | | **Total For: ILLINGWORTH-KILGUST MECHANICAL, INC** | | **$12,686.00** |
| Vendor: INTIME SERVICES INC | | | | | |
| 11/15/2024 | 13304 | INTIME IMPLEMENTATION & CONFIGURATION 11/01/24 - 12/31/24 | | | $7,668.00 |
| | | | *SAAS SERVICE/SUPPORT* | *$1,332.00* | |
| | | | *SAAS SERVICE/SUPPORT* | *$516.00* | |
| | | | *CONSULTING* | *$5,820.00* | |
| | | | **Total For: INTIME SERVICES INC** | | **$7,668.00** |
| Vendor: INTNL ASSOC OF FF-LOCAL 3879 | | | | | |
| 11/08/2024 | 2024.11.08 | FIRE FIGHTER UNION PAYROLL DUES | | | $909.09 |
| | | | *UNION DUES DEDUCT - FIRE* | *$909.09* | |
| 11/08/2024 | 2024.11.08 POLITICAL | FIRE FIGHTER UNION PAYROLL DUES | | | $20.00 |
| | | | *UNION DUES DEDUCT - FIRE* | *$20.00* | |
| 11/25/2024 | 2024.11.22 | FIRE FIGHTER UNION PAYROLL DUES | | | $909.09 |
| | | | *UNION DUES DEDUCT - FIRE* | *$909.09* | |
| 11/25/2024 | 2024.11.22 POLITICAL | FIRE FIGHTER UNION PAYROLL DUES | | | $20.00 |
| | | | *UNION DUES DEDUCT - FIRE* | *$20.00* | |
| | | | **Total For: INTNL ASSOC OF FF-LOCAL 3879** | | **$1,858.18** |
| Vendor: JEFFERSON FIRE & SAFETY | | | | | |
| 12/06/2024 | IN320338 | FIREFIGHTING FOAM CLASS A/B 5 GALLON PAIL | | | $4,850.00 |
| | | | *FIRE & RESCUE EQUIPMENT* | *$4,600.00* | |
| | | | *FIRE & RESCUE EQUIPMENT* | *$250.00* | |
| | | | **Total For: JEFFERSON FIRE & SAFETY** | | **$4,850.00** |

| Vendor Name | Invoice Number | Invoice Description | GL Number Description | Line Item Amount | Invoice Amount |
|---|---|---|---|---|---|
| Vendor: JH HASSINGER INC | | | | | |
| 11/15/2024 | 22033.2024.10 | FIRE STATION #3 REMODEL PAY APP #10 | | | $42,084.19 |
| | | | *STATION #3* | *$44,299.15* | |
| | | | *RETAINAGES* | *$(2,214.96)* | |
| 11/15/2024 | 22033.2024.11 | FIRE STATION #3 REMODEL PAY APP #11 | | | $77,674.17 |
| | | | *STATION #3* | *$81,762.29* | |
| | | | *RETAINAGES* | *$(4,088.12)* | |
| | | | **Total For: JH HASSINGER INC** | | **$119,758.36** |
| Vendor: JOHN FABICK TRACTOR CO | | | | | |
| 11/15/2024 | PIMK0365657 | SUPPLIES FOR #20 DPW | | | $213.12 |
| | | | *DEPARTMENT SUPPLIES* | *$213.12* | |
| 11/15/2024 | SIMK0069579 | SERVICE FOR #20 DPW | | | $6,243.28 |
| | | | *DEPARTMENT SUPPLIES* | *$6,243.28* | |
| | | | **Total For: JOHN FABICK TRACTOR CO** | | **$6,456.40** |
| Vendor: JOHNSON AND SONS MATERIALS, LLC | | | | | |
| 11/15/2024 | 24-1514 | CRUSHED ASPHALT | | | $1,732.03 |
| | | | *STREET/ROAD MAINT/REPAIR* | *$1,732.03* | |
| | | | **Total For: JOHNSON AND SONS MATERIALS, LLC** | | **$1,732.03** |
| Vendor: JOHNSON SCHOOL BUS | | | | | |
| 11/25/2024 | OCT 2024 SERVICES | SENIOR BUS TRANSPORTATION SERVICES | | | $5,473.31 |
| | | | *SENIOR TRANSPORTATION* | *$1,567.50* | |
| | | | *SENIOR TRANSPORTATION* | *$1,985.31* | |
| | | | *SENIOR TRANSPORTATION* | *$1,920.50* | |
| | | | **Total For: JOHNSON SCHOOL BUS** | | **$5,473.31** |
| Vendor: JOHNSON'S NURSERY INC | | | | | |
| 11/15/2024 | 10245020 | CONTRACT TREE MAINTENANCE & LEAF COLLECTION | | | $4,422.00 |
| | | | *CONTRACT TREE MAINTENANCE* | *$402.00* | |
| | | | *LEAF COLLECTION* | *$4,020.00* | |
| | | | **Total For: JOHNSON'S NURSERY INC** | | **$4,422.00** |
| Vendor: JOSEPH MICHAEL KEDINGER | | | | | |
| 11/25/2024 | 2024.11 1P80Q5DZ1T | WITNESS FEE | | | $13.80 |
| | | | *COURT RECEIPTS* | *$13.80* | |
| | | | **Total For: JOSEPH MICHAEL KEDINGER** | | **$13.80** |
| Vendor: KIRBY BUILT QUALITY PRODUCTS | | | | | |
| 12/06/2024 | #INVKSA6446 | DEDICATION BENCH | | | $899.80 |
| | | | *PARK GENERAL DONATION EXP* | *$899.80* | |
| | | | **Total For: KIRBY BUILT QUALITY PRODUCTS** | | **$899.80** |

| Vendor Name | Invoice Number | Invoice Description | GL Number Description | Line Item Amount | Invoice Amount |
|---|---|---|---|---|---|
| Vendor: KPRG AND ASSOCIATES, INC. | | | | | |
| 11/25/2024 | 15914 | WESTERN INDUSTRIES PROPERTY - OCT 2024 | | | $9,972.87 |
| | | | *GENERAL PROJECT EXPENSES* | *$9,972.87* | |
| | | | | **Total For: KPRG AND ASSOCIATES, INC.** | **$9,972.87** |
| Vendor: KRIETE TRUCK CENTER | | | | | |
| 11/08/2024 | X101102928:01 | SUPPLIES FOR #23 DPW | | | $1,041.17 |
| | | | *DEPARTMENT SUPPLIES* | *$1,041.17* | |
| 11/25/2024 | X101103827:01 | SUPPLIES FOR #1156 DPW | | | $752.57 |
| | | | *DEPARTMENT SUPPLIES* | *$752.57* | |
| 11/25/2024 | X101103833:01 | SUPPLIES FOR #3 DPW | | | $130.13 |
| | | | *DEPARTMENT SUPPLIES* | *$130.13* | |
| | | | | **Total For: KRIETE TRUCK CENTER** | **$1,923.87** |
| Vendor: KURT HARTHUN | | | | | |
| 11/15/2024 | 10-24-24 | DOWNTOWN TRICK OR TREAT CANDY | | | $210.94 |
| | | | *RISK REDUCTION/PREVENTION* | *$210.94* | |
| | | | | **Total For: KURT HARTHUN** | **$210.94** |
| Vendor: KWIK TRIP | | | | | |
| 11/25/2024 | 2024.11 1P809XQXZT | RESTITUTION PAYMENT JIANA R BURRELL | | | $15.74 |
| | | | *COURT RECEIPTS* | *$15.74* | |
| 11/25/2024 | 2024.11 1P809XQXZS | RESTITUTION PAYMENT DANIEL A CASHMER | | | $26.03 |
| | | | *COURT RECEIPTS* | *$26.03* | |
| | | | | **Total For: KWIK TRIP** | **$41.77** |
| Vendor: KYLE & HOLLIE MEALY | | | | | |
| 11/15/2024 | 01357.000 | UB RECEIPT REFUND FOR ACCOUNT #: 01357.0 | | | $285.49 |
| | | | *ACCTS PAYABLE* | *$285.49* | |
| | | | | **Total For: KYLE & HOLLIE MEALY** | **$285.49** |
| Vendor: L.F. GEORGE INC. | | | | | |
| 11/15/2024 | LC20701 | COMPACT LOADER RENTAL 10/22/24 - 11/18/24 | | | $3,150.00 |
| | | | *RENT - EQUIPMENT* | *$3,150.00* | |
| | | | | **Total For: L.F. GEORGE INC.** | **$3,150.00** |
| Vendor: LABOR ASSOC OF WI INC. | | | | | |
| 11/08/2024 | 2024.11.08 | HEALTH CARE ACCOUNT TRUST | | | $20.00 |
| | | | *UNION DUES DEDUCT - POLICE* | *$20.00* | |
| 11/25/2024 | 2024.11.22 | HEALTH CARE ACCOUNT TRUST | | | $20.00 |
| | | | *UNION DUES DEDUCT - POLICE* | *$20.00* | |
| | | | | **Total For: LABOR ASSOC OF WI INC.** | **$40.00** |

| Vendor Name | Invoice Number | Invoice Description | GL Number Description | Line Item Amount | Invoice Amount |
|---|---|---|---|---|---|
| Vendor: LANGE ENTERPRISES, INC | | | | | |
| 12/06/2024 | 89693 | ROAD SIGNS | | | $122.74 |
| | | | *SIGNS & MARKINGS* | *$122.74* | |
| 11/15/2024 | 89412 | ROAD SIGNS | | | $1,100.75 |
| | | | *SIGNS & MARKINGS* | *$1,100.75* | |
| | | | **Total For: LANGE ENTERPRISES, INC** | | **$1,223.49** |
| Vendor: LANNON STONE PRODUCTS INC | | | | | |
| 11/08/2024 | 1424300 | STONE - WATER MAIN MAINTENANCE | | | $529.22 |
| | | | *TD-MAINT-MAINS* | *$529.22* | |
| | | | **Total For: LANNON STONE PRODUCTS INC** | | **$529.22** |
| Vendor: LEVEL UP CONSTRUCTION, INC. | | | | | |
| 11/25/2024 | 20401.04.2024 | CENTENNIAL PLAZA RENOVATION PAY APP #4 | | | $129,850.00 |
| | | | *LAND IMPROVEMENTS* | *$1,914.00* | |
| | | | *CAPOUT-EQ.PARKS* | *$74,138.00* | |
| | | | *LANDSCAPING* | *$6,606.00* | |
| | | | *OUTSIDE CONSTRUCTION/INSPECTION* | *$47,192.00* | |
| | | | **Total For: LEVEL UP CONSTRUCTION, INC.** | | **$129,850.00** |
| Vendor: LIVERMORE TECHNOLOGIES LLC | | | | | |
| 11/25/2024 | 0000073 | VILLAGE FIBER PROJECT - BELLA VISTA BOOSTER | | | $552.50 |
| | | | *WATER UTILITY PROJECT EXPENSES* | *$552.50* | |
| 11/25/2024 | 0000074 | VILLAGE FIBER PROJECT - VILLAGE PARK | | | $2,795.00 |
| | | | *WATER UTILITY PROJECT EXPENSES* | *$2,795.00* | |
| | | | **Total For: LIVERMORE TECHNOLOGIES LLC** | | **$3,347.50** |
| Vendor: LOUIS THON | | | | | |
| 11/15/2024 | 97809134 | UHAUL RENTAL FOR ELECTIONS | | | $174.47 |
| | | | *ELECT EXPENSES* | *$174.47* | |
| | | | **Total For: LOUIS THON** | | **$174.47** |
| Vendor: LYNN PEAVEY CO | | | | | |
| 11/08/2024 | 413200 | DEPARTMENT/EVIDENCE SUPPLIES | | | $252.93 |
| | | | *DEPARTMENT SUPPLIES* | *$211.38* | |
| | | | *DEPARTMENT SUPPLIES* | *$41.55* | |
| | | | **Total For: LYNN PEAVEY CO** | | **$252.93** |
| Vendor: MACQUEEN EQUIPMENT | | | | | |
| 11/15/2024 | P36092 | SUPPLIES FOR SWEEPER DPW | | | $2,164.14 |
| | | | *DEPARTMENT SUPPLIES* | *$2,164.14* | |
| 11/25/2024 | P36222 | SUPPLIES FOR #1159 SWEEPER | | | $901.77 |
| | | | *DEPARTMENT SUPPLIES* | *$901.77* | |
| 12/06/2024 | P36303 | SUPPLIES FOR #1159 STORMWATER | | | $921.51 |
| | | | *DEPARTMENT SUPPLIES* | *$921.51* | |
| | | | **Total For: MACQUEEN EQUIPMENT** | | **$3,987.42** |

| Vendor Name | Invoice Number | Invoice Description | GL Number Description | Line Item Amount | Invoice Amount |
|---|---|---|---|---|---|
| Vendor: MARTELLE WATER TREATMENT | | | | | |
| 11/25/2024 | 28177 | CHEMICALS | | | $537.83 |
| | | | *WATER TREAT-CHEMICALS* | *$537.83* | |
| 11/08/2024 | 28080 | CHEMICALS | | | $9,045.56 |
| | | | *WATER TREAT-CHEMICALS* | *$9,045.56* | |
| | | | **Total For: MARTELLE WATER TREATMENT** | | **$9,583.39** |
| Vendor: MATTHEW BENDER & CO. INC. | | | | | |
| 11/25/2024 | 43393837 | LAND USE LAW REL#15 | | | $478.61 |
| | | | *LEGAL RESOURCES* | *$478.61* | |
| | | | **Total For: MATTHEW BENDER & CO. INC.** | | **$478.61** |
| Vendor: MCDONALDS | | | | | |
| 11/25/2024 | 2024.11 1P808HJN05 | RESTITUION PAYMENT BRITTANY M HUMPHREY | | | $300.00 |
| | | | *COURT RECEIPTS* | *$300.00* | |
| | | | **Total For: MCDONALDS** | | **$300.00** |

| Vendor Name | Invoice Number | Invoice Description | GL Number Description | Line Item Amount | Invoice Amount |
|---|---|---|---|---|---|
| Vendor: MENARDS | | | | | |
| 12/06/2024 | 75798 | SOFTENER SALT - DPW | | | $342.51 |
| | | | *RM-BUILDING & GROUNDS* | *$342.51* | |
| 12/06/2024 | 74688 | ROTARY PARK SUPPLIES | | | $95.89 |
| | | | *ROTARY PARK* | *$95.89* | |
| 12/06/2024 | 75182 | STA 99 WORKOUT ROOM SUPPLIES | | | $31.33 |
| | | | *RM-BUILDING & GROUNDS* | *$31.33* | |
| 12/06/2024 | 75134 | TRAINING PROP MATERIALS | | | $121.50 |
| | | | *TRAINING & EDUCATION* | *$121.50* | |
| 12/06/2024 | 70078 | BUSHING, W&G KILLER, FENCING | | | $297.96 |
| | | | *RM-BUILDING & GROUNDS* | *$297.96* | |
| 12/06/2024 | 74803 | OIL, GREASE | | | $15.28 |
| | | | *CLEANING SUPPLIES* | *$15.28* | |
| 12/06/2024 | 75299 | STA 99 WORKOUT ROOM SUPPLIES | | | $29.78 |
| | | | *RM-BUILDING & GROUNDS* | *$29.78* | |
| 12/06/2024 | 75355 | DOWELS | | | $7.92 |
| | | | *TRAINING & EDUCATION* | *$7.92* | |
| 12/06/2024 | 75613 | DRILL BIT | | | $10.99 |
| | | | *CLEANING SUPPLIES* | *$10.99* | |
| 12/06/2024 | 75635 | WEDGE ANCHOR RETURN | | | $(27.69) |
| | | | *RM-BUILDING & GROUNDS* | *$(27.69)* | |
| 12/06/2024 | 75636 | DRILL BIT, TAPCON | | | $33.05 |
| | | | *CLEANING SUPPLIES* | *$33.05* | |
| 11/25/2024 | 75496 | CATCH BASIN REPAIR SUPPLIES | | | $12.99 |
| | | | *CB & MH REPAIR* | *$12.99* | |
| 12/06/2024 | 75494 | SUPPLIES FOR #59 DPW | | | $28.47 |
| | | | *DEPARTMENT SUPPLIES* | *$28.47* | |
| 12/06/2024 | 75514 | CREDIT FOR INVOICE #75494 - SUPPLIES FOR #59 DPW | | | $(11.79) |
| | | | *DEPARTMENT SUPPLIES* | *$(11.79)* | |
| 11/25/2024 | 75983 | VILLAGE PARK VANDALISM SUPPLIES | | | $49.44 |
| | | | *PARK VANDALISM* | *$49.44* | |
| 11/25/2024 | 75432 | DEPARTMENT SUPPLIES - CLEANING SUPPLIES | | | $67.08 |
| | | | *DEPARTMENT SUPPLIES* | *$67.08* | |
| 11/25/2024 | 75780 | DEPARTMENT SUPPLIES - CLEANING SUPPLIES | | | $11.94 |
| | | | *DEPARTMENT SUPPLIES* | *$11.94* | |
| 12/06/2024 | 75284-1 | SEWER MAINTENANCE SUPPLIES | | | $18.54 |
| | | | *RM-BUILDING & GROUNDS* | *$18.54* | |
| 12/06/2024 | 74914 | DEPARTMENT SUPPLIES UTILITIES | | | $16.98 |
| | | | *SUPPLIES SHARED WU* | *$16.98* | |
| 12/06/2024 | 75029 | DEPARTMENT SUPPLIES UTILITIES | | | $15.45 |
| | | | *SUPPLIES SHARED WU* | *$15.45* | |
| 12/06/2024 | 75145 | DEPARTMENT SUPPLIES UTILITIES | | | $6.49 |
| | | | *SUPPLIES SHARED WU* | *$6.49* | |
| 12/06/2024 | 75568 | DEPARTMENT SUPPLIES SEWER | | | $9.94 |
| | | | *DEPARTMENT SUPPLIES* | *$9.94* | |
| 12/06/2024 | 75552 | DEPARTMENT SUPPLIES SEWER | | | $20.35 |

| Vendor Name | Invoice Number | Invoice Description | GL Number Description | Line Item Amount | Invoice Amount |
|---|---|---|---|---|---|
| | | | *DEPARTMENT SUPPLIES* | *$20.35* | |
| 12/06/2024 | 75860 | LATERAL MAINTENANCE SUPPLIES | | | $9.49 |
| | | | *TD-MAINT-LATERALS* | *$9.49* | |
| 12/06/2024 | 75858 | METER MAINTENANCE SUPPLIES | | | $75.63 |
| | | | *TD-MAINT-METERS* | *$75.63* | |
| 12/06/2024 | 75990 | ELECTRICAL PLATES | | | $6.61 |
| | | | *DEPARTMENT SUPPLIES* | *$6.61* | |
| 11/08/2024 | 74094 | MAIN MAINTENANCE SUPPLIES | | | $50.32 |
| | | | *TD-MAINT-MAINS* | *$50.32* | |
| 11/08/2024 | 74152 | DEPARTMENT SUPPLIES SEWER | | | $49.69 |
| | | | *DEPARTMENT SUPPLIES* | *$49.69* | |
| 11/08/2024 | 74321 | DEPARTMENT SUPPLIES DPW | | | $34.56 |
| | | | *DEPARTMENT SUPPLIES* | *$34.56* | |
| 11/08/2024 | 74606 | SUPPLIES FOR ROTARY PARK | | | $4.99 |
| | | | *ROTARY PARK* | *$4.99* | |
| 11/15/2024 | 74480 | SURGE PROTECTOR, TRIPPLE ADAPTOR | | | $31.14 |
| | | | *ELECT EXPENSES* | *$31.14* | |
| 11/15/2024 | 74960 | LIGHTS | | | $619.84 |
| | | | *ELECT EXPENSES* | *$619.84* | |
| 11/15/2024 | 75089 | RETURN LIGHT | | | $(524.85) |
| | | | *ELECT EXPENSES* | *$(524.85)* | |
| 11/15/2024 | 74712 | BATTERIES | | | $57.82 |
| | | | *DEPARTMENT SUPPLIES* | *$57.82* | |
| 11/15/2024 | 74761 | 12 GALLON TOTES | | | $71.84 |
| | | | *ELECT EXPENSES* | *$71.84* | |
| 11/15/2024 | 74848 | RETURN TOTES | | | $(71.84) |
| | | | *ELECT EXPENSES* | *$(71.84)* | |
| 11/15/2024 | 74854 | STAORGE BOXES,INDUSTRIAL TOTES, CABLE TIES | | | $151.02 |
| | | | *ELECT EXPENSES* | *$151.02* | |
| 11/15/2024 | 75366 | RAG IN A BOX | | | $59.94 |
| | | | *CUSTODIAL SUPPLIES* | *$39.96* | |
| | | | *CUSTODIAL SUPPLIES* | *$19.98* | |
| | | | | **Total For: MENARDS** | **$1,830.60** |
| Vendor: MFPA-TREASURER | | | | | |
| 11/08/2024 | 2024.11.08 | POLICE UNION DUES | | | $1,144.00 |
| | | | *UNION DUES DEDUCT - POLICE* | *$1,144.00* | |
| 12/06/2024 | 2024.11.22 | POLICE UNION DUES | | | $1,144.00 |
| | | | *UNION DUES DEDUCT - POLICE* | *$1,144.00* | |
| | | | | **Total For: MFPA-TREASURER** | **$2,288.00** |

| Vendor Name | Invoice Number | Invoice Description | GL Number Description | Line Item Amount | Invoice Amount |
|---|---|---|---|---|---|
| Vendor: MGT OF AMERICA CONSULTING, LLC | | | | | |
| 11/25/2024 | MGT36201 | FINANCE CONSULTANT | | | $3,213.00 |
| | | | *MANAGEMENT SERVICES* | *$2,249.10* | |
| | | | *AUDIT AND FINANCIAL SERVICES* | *$481.95* | |
| | | | *MANAGEMENT SERVICES* | *$321.30* | |
| | | | *MANAGEMENT SERVICES* | *$160.65* | |
| | | | **Total For: MGT OF AMERICA CONSULTING, LLC** | | **$3,213.00** |
| Vendor: MID-AMERICAN RESEARCH CHEMICAL | | | | | |
| 12/06/2024 | 0833467-IN | DIGGERS HOTLINE SUPPLIES UTILITIES | | | $4,510.66 |
| | | | *SUPPLIES SHARED WU* | *$1,386.66* | |
| | | | *DIGGERS HOT LINE* | *$1,704.00* | |
| | | | *DIGGERS HOT LINE* | *$1,420.00* | |
| | | | **Total For: MID-AMERICAN RESEARCH CHEMICAL** | | **$4,510.66** |
| Vendor: MIDWEST METER INC | | | | | |
| 12/06/2024 | 0172962-IN | METERS | | | $3,495.00 |
| | | | *METERS* | *$3,495.00* | |
| 12/06/2024 | 0171958-IN | TRANSPONDERS | | | $1,740.00 |
| | | | *TRANSPONDERS* | *$1,740.00* | |
| 11/08/2024 | 0171679-IN | METERS | | | $6,990.00 |
| | | | *METERS* | *$6,990.00* | |
| 11/08/2024 | 0172168-IN | METERS | | | $3,495.00 |
| | | | *METERS* | *$3,495.00* | |
| | | | **Total For: MIDWEST METER INC** | | **$15,720.00** |
| Vendor: MILWAUKEE METROPOLITAN | | | | | |
| 11/15/2024 | 325000 | MMSD USER CHARGE AUG THRU OCTOBER 2024 | | | $303,947.15 |
| | | | *MMSD-USER CHARGE* | *$303,947.15* | |
| | | | **Total For: MILWAUKEE METROPOLITAN** | | **$303,947.15** |
| Vendor: MINUTEMAN PRESS | | | | | |
| 12/06/2024 | 85000 | PEER SUPPORT BUSINESS CARDS | | | $62.14 |
| | | | *TRAINING & EDUCATION* | *$62.14* | |
| | | | **Total For: MINUTEMAN PRESS** | | **$62.14** |
| Vendor: MJ CONSTRUCTION, INC. | | | | | |
| 11/15/2024 | 72086.2024.04 | DARDIS AVE CONSTRUCTION PAY APP #4 | | | $230,846.40 |
| | | | *WATER UTILITY PROJECT EXPENSES* | *$183,998.92* | |
| | | | *SEWER UTILITY PROJECT EXPENSES* | *$52,766.62* | |
| | | | *RETAINAGES* | *$(5,919.14)* | |
| 12/06/2024 | 72088.05.2024 | MENOMONEE AVE WM RELAY PAY APP #5 | | | $922,170.68 |
| | | | *WATER UTILITY PROJECT EXPENSES* | *$945,816.08* | |
| | | | *RETAINAGES* | *$(23,645.40)* | |
| | | | **Total For: MJ CONSTRUCTION, INC.** | | **$1,153,017.08** |

| Vendor Name | Invoice Number | Invoice Description | GL Number Description | Line Item Amount | Invoice Amount |
|---|---|---|---|---|---|
| Vendor: MSA | | | | | |
| 11/25/2024 | 010445 | MENOMONEE FALLS COMP PLAN UPDATE 2025 | | | $5,642.39 |
| | | | *PLANNING CONSULTANT FEE* | *$5,642.39* | |
| | | | | **Total For: MSA** | **$5,642.39** |
| Vendor: NATIONWIDE | | | | | |
| 12/06/2024 | 2024.11.08 | EMPLOYEE PAYROLL CONTRIBUTION | | | $14,795.35 |
| | | | *DEF COMP/ROTH DED PAYABLE* | *$10,336.16* | |
| | | | *DEF COMP/ROTH DED PAYABLE* | *$4,459.19* | |
| 12/06/2024 | 2024.11.22 | EMPLOYEE PAYROLL CONTRIBUTION | | | $14,773.12 |
| | | | *DEF COMP/ROTH DED PAYABLE* | *$14,773.12* | |
| | | | | **Total For: NATIONWIDE** | **$29,568.47** |
| Vendor: NAVAL POWER SYSTEMS | | | | | |
| 12/06/2024 | DRS MRO 2024 | TID #13 DRS MRO 2024 NAVAL POWER SYSTEMS | | | $469,469.00 |
| | | | *MRO DEVELOPER INCENTIVE* | *$469,469.00* | |
| | | | | **Total For: NAVAL POWER SYSTEMS** | **$469,469.00** |

| Vendor Name | Invoice Number | Invoice Description | GL Number Description | Line Item Amount | Invoice Amount |
|---|---|---|---|---|---|
| Vendor: NEUS BUILDING CENTER | | | | | |
| 11/08/2024 | 4764609 | SUPPLIES FOR CAT EXCAVATOR DPW | | | $15.80 |
| | | | *DEPARTMENT SUPPLIES* | *$15.80* | |
| 11/15/2024 | 4766397 | SHOP SUPPLIES DPW | | | $45.98 |
| | | | *DEPARTMENT SUPPLIES* | *$45.98* | |
| 12/06/2024 | 4768766 | SUPPLIES FOR #59 DPW | | | $13.93 |
| | | | *DEPARTMENT SUPPLIES* | *$13.93* | |
| 11/15/2024 | 4766251 | SCREWDRIVERS 12" | | | $18.38 |
| | | | *DEPARTMENT SUPPLIES* | *$18.38* | |
| 12/06/2024 | 4770481 | SUPPLIES FOR #20 DPW | | | $3.57 |
| | | | *DEPARTMENT SUPPLIES* | *$3.57* | |
| 12/06/2024 | 4767695 | SHOP SUPPLIES DPW | | | $11.99 |
| | | | *DEPARTMENT SUPPLIES* | *$11.99* | |
| 12/06/2024 | 4771556 | LIGHT POLE MAINTENANCE SUPPLIES | | | $190.92 |
| | | | *STREET LIGHT PROJECTS* | *$190.92* | |
| 12/06/2024 | 4768531 | STREET MAINTENANCE SUPPLIES DPW | | | $58.21 |
| | | | *STREET/ROAD MAINT/REPAIR* | *$58.21* | |
| 12/06/2024 | 4768520 | HYDRANT MAINTENANCE SUPPLIES | | | $229.99 |
| | | | *TD-MAINT-HYDRANTS* | *$229.99* | |
| 12/06/2024 | 4767229 | SUPPLIES FOR UTILITIES MAINTENANCE | | | $10.55 |
| | | | *RM-BUILDING & GROUNDS* | *$10.55* | |
| 12/06/2024 | 4763061 | PUMP MAINTENANCE SUPPLIES | | | $63.24 |
| | | | *PUMPING MAINT EQUIPMENT* | *$63.24* | |
| 12/06/2024 | 4766465 | RESERVOIR MAINTENANCE SUPPLIES | | | $323.82 |
| | | | *TD-MAINT-RESERVOIRS* | *$323.82* | |
| 12/06/2024 | 4771593 | SCREWS | | | $24.64 |
| | | | *RM-BUILDING & GROUNDS* | *$24.64* | |
| 12/06/2024 | 4771566 | SCREWS AND TOGGLES | | | $15.04 |
| | | | *RM-BUILDING & GROUNDS* | *$15.04* | |
| 12/06/2024 | 4771432 | DRILL BITS | | | $14.48 |
| | | | *DEPARTMENT SUPPLIES* | *$14.48* | |
| | | | **Total For: NEUS BUILDING CENTER** | | **$1,040.54** |
| Vendor: NONN'S KITCHEN BATH & FLOORING | | | | | |
| 11/25/2024 | 374372 | MUN 3318 REMODEL | | | $2,364.50 |
| | | | *FURNISHINGS* | *$1,539.50* | |
| | | | *FURNISHINGS* | *$601.00* | |
| | | | *FURNISHINGS* | *$224.00* | |
| | | | **Total For: NONN'S KITCHEN BATH & FLOORING** | | **$2,364.50** |
| Vendor: NOT JUST WORDS | | | | | |
| 12/06/2024 | 2667 | VALUES/MISSION STMT VINYL SIGNS | | | $328.00 |
| | | | *RM-BUILDING & GROUNDS* | *$328.00* | |
| | | | **Total For: NOT JUST WORDS** | | **$328.00** |

| Vendor Name | Invoice Number | Invoice Description | GL Number Description | Line Item Amount | Invoice Amount |
|---|---|---|---|---|---|
| Vendor: OTIS ELEVATOR CO | | | | | |
| 11/15/2024 | CM15669001 | SERVICE CALL | | | $1,125.00 |
| | | | *RM-BUILDING & GROUNDS* | *$1,125.00* | |
| | | | **Total For: OTIS ELEVATOR CO** | | **$1,125.00** |
| Vendor: PARKITECTURE + PLANNING | | | | | |
| 11/15/2024 | AEROPARK11-06-24 | AERO PARK CD | | | $5,048.12 |
| | | | *MISC COSTS/VMF ENG.* | *$5,048.12* | |
| 11/15/2024 | CENPLAZA5 | CENTENNIAL PLAZA CONSTRUCTION ADMIN | | | $3,816.00 |
| | | | *MISC COSTS/VMF ENG.* | *$3,816.00* | |
| 11/25/2024 | CENTENNIAL3 | CENTENNIAL PLAZA CONSTRUCTION ADMIN | | | $2,544.00 |
| | | | *MISC COSTS/VMF ENG.* | *$2,544.00* | |
| | | | **Total For: PARKITECTURE + PLANNING** | | **$11,408.12** |
| Vendor: PARTEK SOLUTIONS INC | | | | | |
| 11/15/2024 | 28171 | PRINTING EXPENSE - YELLOW ENVELOPES FOR PARKING VIOLATIONS | | | $424.42 |
| | | | *PRINTING* | *$394.75* | |
| | | | *PRINTING* | *$29.67* | |
| | | | **Total For: PARTEK SOLUTIONS INC** | | **$424.42** |
| Vendor: PAUL REILLY COMPANY | | | | | |
| 11/08/2024 | 123400 | GARAGE DOOR REPAIRS - GOOD HOPE SHOP | | | $4,125.66 |
| | | | *RM-BUILDING & GROUNDS* | *$4,125.66* | |
| | | | **Total For: PAUL REILLY COMPANY** | | **$4,125.66** |
| Vendor: PERSONNEL EVALUATION, INC. | | | | | |
| 11/25/2024 | 53051 | EMPLOYEE EXAMS - PEP TEST RESULTS | | | $49.00 |
| | | | *EMPLOYEE EXAMS/EVALUATIONS* | *$49.00* | |
| | | | **Total For: PERSONNEL EVALUATION, INC.** | | **$49.00** |
| Vendor: PEST PATROL CO. INC | | | | | |
| 12/06/2024 | 17343 | NOV 2024 STA 97 TREATMENT | | | $45.00 |
| | | | *RM-BUILDING & GROUNDS* | *$45.00* | |
| 12/06/2024 | 17344 | NOV 2024 STA 98 TREATMENT | | | $45.00 |
| | | | *RM-BUILDING & GROUNDS* | *$45.00* | |
| 12/06/2024 | 17345 | NOV 2024 STA 99 TREATMENT | | | $45.00 |
| | | | *RM-BUILDING & GROUNDS* | *$45.00* | |
| 11/15/2024 | 17236 | MOUSE AND BUG CONTROL | | | $55.00 |
| | | | *CONTRACTS* | *$55.00* | |
| | | | **Total For: PEST PATROL CO. INC** | | **$190.00** |

| Vendor Name | Invoice Number | Invoice Description | GL Number Description | Line Item Amount | Invoice Amount |
|---|---|---|---|---|---|
| Vendor: PITNEY BOWES, INC. | | | | | |
| 12/06/2024 | 2024.10 POSTAGE | POSTAGE REFILL | | | $10,000.00 |
| | | | *POSTAGE/SHIPPING* | *$10,000.00* | |
| 11/08/2024 | 1026246399 | PITNEY BOWES LEASED MAIL METER ACCESSORIES 05/12/24 - 11/11/24 | | | $548.40 |
| | | | *RENT-OFF.EQ.* | *$548.40* | |
| | | | **Total For: PITNEY BOWES, INC.** | | **$10,548.40** |
| Vendor: POMPS TIRE SERVICE, INC. | | | | | |
| 11/15/2024 | 60353031 | TIRES FOR PD STOCK AND #1210 | | | $360.00 |
| | | | *RM-VEHICLES* | *$360.00* | |
| 12/06/2024 | 60354426 | TIRES FOR #1181 WATER | | | $476.52 |
| | | | *TRANSPORTATION EXPENSE* | *$476.52* | |
| 12/06/2024 | 60353737 | TIRES & SUPPLIES FOR #1127 FIRE | | | $3,833.53 |
| | | | *RM-VEHICLES* | *$3,833.53* | |
| | | | **Total For: POMPS TIRE SERVICE, INC.** | | **$4,670.05** |
| Vendor: QUALITY RUBBER STAMP LLC | | | | | |
| 11/25/2024 | 31307 | PERSONNEL EXPENSE - BUSINESS CARDS | | | $49.95 |
| | | | *RECRUITMENT & PERSONNEL* | *$49.95* | |
| | | | **Total For: QUALITY RUBBER STAMP LLC** | | **$49.95** |

| Vendor Name | Invoice Number | Invoice Description | GL Number Description | Line Item Amount | Invoice Amount |
|---|---|---|---|---|---|
| Vendor: R.A. SMITH NATIONAL | | | | | |
| 11/25/2024 | 184436 | 2025 GRAND AVE RECONSTRUCTION - OCT 1 - OCT 31 2024 | | | $4,575.00 |
| | | | *MISC COSTS/VMF ENG.* | *$4,575.00* | |
| 12/06/2024 | 184547 | MENOMONEE FALLS PPII - THEODORE AVE | | | $1,954.00 |
| | | | *WATER UTILITY PROJECT EXPENSES* | *$1,954.00* | |
| 12/06/2024 | 184549 | DARDIS AVE INSPECTIONS AND REPORTING OCT 1 - OCT 31, 24 | | | $170.00 |
| | | | *WATER UTILITY PROJECT EXPENSES* | *$170.00* | |
| 12/06/2024 | 184186 | DARDIS WATERMAIN RELAY \| SEPT 1 - SEPT 30, 24 | | | $1,680.00 |
| | | | *WATER UTILITY PROJECT EXPENSES* | *$1,680.00* | |
| 11/15/2024 | 183872 | MENOMONEE FALLS PPII - SEPT 1 - SEPT 30 2024 | | | $1,846.50 |
| | | | *WATER UTILITY PROJECT EXPENSES* | *$1,846.50* | |
| 11/15/2024 | 184187 | MENOMONEE AVE WM REPLACEMENT - SEPT 1 - SEPT 30 2024 | | | $48,727.50 |
| | | | *WATER UTILITY PROJECT EXPENSES* | *$48,727.50* | |
| 11/15/2024 | 183882 | MENOMONEE AVE INSPECTIONS AND REPORTING SEPT 1 - SEPT 30 | | | $255.00 |
| | | | *WATER UTILITY PROJECT EXPENSES* | *$255.00* | |
| 11/15/2024 | 183875 | DARDIS AVE INSPECTIONS AND REPORTING SEPT 1 - SEPT 30 2024 | | | $982.50 |
| | | | *WATER UTILITY PROJECT EXPENSES* | *$982.50* | |
| 11/15/2024 | 183569 | MENOMONEE AVE INSPECTIONS AND REPORTING AUG 1 - AUG 31 2024 | | | $1,032.50 |
| | | | *WATER UTILITY PROJECT EXPENSES* | *$1,032.50* | |
| 11/15/2024 | 183568 | DARDIS AVE INSPECTIONS AND REPORTING AUG 1 - AUG 31 2024 | | | $785.00 |
| | | | *WATER UTILITY PROJECT EXPENSES* | *$785.00* | |
| 11/15/2024 | 183873 | JACOBSON CLOSE OUT SEPT 1 - SEPT 31 2024 | | | $1,061.50 |
| | | | *MISC COSTS/VMF ENG.* | *$1,061.50* | |
| 11/15/2024 | 180557 | FOX RIVER FALLS PHASE II | | | $6,839.00 |
| | | | *SAN SEWER-INSPECTION* | *$6,839.00* | |
| 11/15/2024 | 183876 | 2025 GRAND AVENUE RECONSTRUCTION SEPT 1 - SEPT 30, 2024 | | | $3,276.00 |
| | | | *MISC COSTS/VMF ENG.* | *$3,276.00* | |
| 11/15/2024 | 183781 | SILVER SPRING RD \| TID 17 & 18 | | | $1,458.50 |
| | | | *CONTRACTS* | *$1,458.50* | |
| 11/15/2024 | 183426 | 2025 GRAND AVE RECONSTRUCTION AUG 1 - AUG 31 2024 | | | $7,810.50 |
| | | | *MISC COSTS/VMF ENG.* | *$7,810.50* | |
| 11/15/2024 | 180554 | FOX RIVER FALLS PHASE I | | | $19,534.75 |
| | | | *STREET-INSPECTION* | *$19,534.75* | |
| 11/15/2024 | 183470 | TAMARIND SUBD PHASE 3 CS | | | $2,777.00 |
| | | | *STREET-INSPECTION* | *$2,777.00* | |
| 11/15/2024 | 181193 | FOX RIVER FALLS PHASE 2 | | | $21,015.50 |
| | | | *STREET-INSPECTION* | *$21,015.50* | |
| | | | | **Total For: R.A. SMITH NATIONAL** | **$125,780.75** |
| Vendor: RANDALL WILLIAM STEFFESS | | | | | |
| 11/25/2024 | 2024.11 1P80Q5DZ1T | WITNESS FEE | | | $15.00 |
| | | | *COURT RECEIPTS* | *$15.00* | |
| | | | | **Total For: RANDALL WILLIAM STEFFESS** | **$15.00** |

| Vendor Name | Invoice Number | Invoice Description | GL Number Description | Line Item Amount | Invoice Amount |
|---|---|---|---|---|---|
| Vendor: RCB AWARDS, LLC | | | | | |
| 11/25/2024 | 54511 | PERSONNEL EXPENSE - RETIREMENT PHOTO PLAQUE | | | $214.15 |
| | | | *RECRUITMENT & PERSONNEL* | *$214.15* | |
| 12/06/2024 | 54512 | PERSONNEL EXPENSE | | | $40.00 |
| | | | *RECRUITMENT & PERSONNEL* | *$40.00* | |
| | | | **Total For: RCB AWARDS, LLC** | | **$254.15** |
| Vendor: REGISTER OF DEEDS OFFICE | | | | | |
| 11/15/2024 | 923064 | RECORDING - GREEN INFRASTRUCTURE PERMIT - WANAKI GOLF COURSE | | | $30.00 |
| | | | *RECORDING FEES* | *$30.00* | |
| | | | **Total For: REGISTER OF DEEDS OFFICE** | | **$30.00** |
| Vendor: RLP REAL ESTATE INVESTMENTS, LLC | | | | | |
| 11/25/2024 | 4ROW11-20-24 | OVERVIEW DRIVE BRIDGE | | | $700.00 |
| | | | *STREET-ROW/EASEMENTS* | *$700.00* | |
| | | | **Total For: RLP REAL ESTATE INVESTMENTS, LLC** | | **$700.00** |
| Vendor: ROADRUNNER EXPRESS | | | | | |
| 11/25/2024 | 029 | VEHICLE MAINTENANCE | | | $300.00 |
| | | | *RM-VEHICLES* | *$300.00* | |
| | | | **Total For: ROADRUNNER EXPRESS** | | **$300.00** |
| Vendor: ROCKFIELD SHORT-POUR LLC | | | | | |
| 11/08/2024 | 10-30-24 | CONCRETE - DEDICATION BENCH | | | $240.00 |
| | | | *PARK GENERAL DONATION EXP* | *$240.00* | |
| | | | **Total For: ROCKFIELD SHORT-POUR LLC** | | **$240.00** |
| Vendor: ROGERS SPORTING GOODS | | | | | |
| 11/15/2024 | 6994 | POLICE DEPT SUPPLIES | | | $9,319.60 |
| | | | *TRAINING & EDUCATION* | *$9,319.60* | |
| | | | **Total For: ROGERS SPORTING GOODS** | | **$9,319.60** |
| Vendor: ROLAND MACHINERY EXCHANGE | | | | | |
| 11/15/2024 | 47024959 | SUPPLIES FOR #934 DPW | | | $1,420.77 |
| | | | *DEPARTMENT SUPPLIES* | *$1,420.77* | |
| | | | **Total For: ROLAND MACHINERY EXCHANGE** | | **$1,420.77** |
| Vendor: ROMAN ELECTRIC CO | | | | | |
| 11/08/2024 | 222919 | MUN 3318 REMODEL | | | $434.92 |
| | | | *A/V SYSTEM* | *$362.50* | |
| | | | *A/V SYSTEM* | *$36.00* | |
| | | | *A/V SYSTEM* | *$36.42* | |
| | | | **Total For: ROMAN ELECTRIC CO** | | **$434.92** |

| Vendor Name | Invoice Number | Invoice Description | GL Number Description | Line Item Amount | Invoice Amount |
|---|---|---|---|---|---|
| Vendor: RUEKERT & MIELKE | | | | | |
| 11/08/2024 | 153797 | 11-92036 MENOFALLSV-SCADA SERVICE WORK | | | $3,866.12 |
| | | | *PROFESSIONAL SERVICES* | *$3,866.12* | |
| | | | **Total For: RUEKERT & MIELKE** | | **$3,866.12** |
| Vendor: SAFEBUILT LLC | | | | | |
| 12/06/2024 | 864383 | INSPECTION / PLAN REVIEW SERVICES FOR OCTOBER 2024 | | | $27,227.61 |
| | | | *BUILDING INSPECTOR* | *$27,227.61* | |
| 12/06/2024 | 865615 | INSPECTION / PERMIT TECH SERVICES FOR OCTOBER 2024 | | | $19,464.90 |
| | | | *BUILDING INSPECTOR* | *$19,464.90* | |
| | | | **Total For: SAFEBUILT LLC** | | **$46,692.51** |
| Vendor: SALAMONE SUPPLIES | | | | | |
| 12/06/2024 | 176722 | CUSTODIAL SUPPLIES | | | $885.04 |
| | | | *CUSTODIAL SUPPLIES* | *$148.59* | |
| | | | *CUSTODIAL SUPPLIES* | *$99.06* | |
| | | | *CUSTODIAL SUPPLIES* | *$219.80* | |
| | | | *CUSTODIAL SUPPLIES* | *$323.20* | |
| | | | *CUSTODIAL SUPPLIES* | *$58.55* | |
| | | | *CUSTODIAL SUPPLIES* | *$35.84* | |
| | | | **Total For: SALAMONE SUPPLIES** | | **$885.04** |
| Vendor: SHAWN KREMSREITER | | | | | |
| 11/08/2024 | OCTOBER 2024 | DEER REMOVAL | | | $1,260.00 |
| | | | *ABANDONED HAZ.MAT.DISPOSL* | *$1,260.00* | |
| | | | **Total For: SHAWN KREMSREITER** | | **$1,260.00** |
| Vendor: SHERLEY DE LEON ALVARADO | | | | | |
| 11/25/2024 | 2024.11 BK152372-3 | REFUND CITATION PAYMENT | | | $124.00 |
| | | | *COURT RECEIPTS* | *$124.00* | |
| | | | **Total For: SHERLEY DE LEON ALVARADO** | | **$124.00** |

| Vendor Name | Invoice Number | Invoice Description | GL Number Description | Line Item Amount | Invoice Amount |
|---|---|---|---|---|---|
| Vendor: SHRED-IT USA | | | | | |
| 12/06/2024 | 8009082019 | MUN PAPER DESTRUCTION SERVICE 11/18/24 | | | $298.04 |
| | | | *RM-COMPUTER HARDWARE* | *$54.03* | |
| | | | *RM-COMPUTER HARDWARE* | *$72.04* | |
| | | | *RM-COMPUTER HARDWARE* | *$18.01* | |
| | | | *RM-COMPUTER HARDWARE* | *$81.03* | |
| | | | *RM-COMPUTER HARDWARE* | *$29.47* | |
| | | | *RM-COMPUTER HARDWARE* | *$2.95* | |
| | | | *RM-COMPUTER HARDWARE* | *$28.64* | |
| | | | *RM-COMPUTER HARDWARE* | *$2.87* | |
| | | | *RM-COMPUTER HARDWARE* | *$8.18* | |
| | | | *RM-COMPUTER HARDWARE* | *$0.82* | |
| 12/06/2024 | 8009081681 | FS3 PAPER DESTRUCTION SERVICE 11/18/24 | | | $74.40 |
| | | | *RM-COMPUTER HARDWARE* | *$56.20* | |
| | | | *RM-COMPUTER HARDWARE* | *$8.09* | |
| | | | *RM-COMPUTER HARDWARE* | *$7.86* | |
| | | | *RM-COMPUTER HARDWARE* | *$2.25* | |
| | | | | **Total For: SHRED-IT USA** | **$372.44** |
| Vendor: SIGNARAMA | | | | | |
| 12/06/2024 | IN-M-52218 | OFF-ROAD AMBO DECALS | | | $2,864.68 |
| | | | *EMS EQUIPMENT & SUPPLIES* | *$2,864.68* | |
| 11/25/2024 | IN-M-51930 | VEHICLE PURCHASE - NEW SQUAD SET UP - FLEET #1216 | | | $534.23 |
| | | | *VEHICLE PURCHASES* | *$534.23* | |
| | | | | **Total For: SIGNARAMA** | **$3,398.91** |
| Vendor: SOMETSTONE LLC | | | | | |
| 12/06/2024 | 2024 TID #9 MRO | 2024 COLONIAL APPLETON MRO | | | $58,009.00 |
| | | | *MRO DEVELOPER INCENTIVE* | *$58,009.00* | |
| | | | | **Total For: SOMETSTONE LLC** | **$58,009.00** |
| Vendor: SOUTH MILWAUKEE POLICE DEPT | | | | | |
| 11/15/2024 | 2024.10.25 FIERRO | BAIL TRANSFER FOR FIERRO-FLORES/EDGAR/R | | | $222.80 |
| | | | *BAIL TRANSFERS* | *$222.80* | |
| | | | | **Total For: SOUTH MILWAUKEE POLICE DEPT** | **$222.80** |
| Vendor: SPARKS CONSTRUCTION CORP. | | | | | |
| 12/06/2024 | 5706 | JOB SHIRT, LS POLO | | | $131.00 |
| | | | *UNIFORMS* | *$131.00* | |
| | | | | **Total For: SPARKS CONSTRUCTION CORP.** | **$131.00** |
| Vendor: STARGARDEN CORP. | | | | | |
| 11/25/2024 | 468M010-1024 | ENTERPRISE HUMAN RESOURCE SOFTWARE CONSULTING | | | $950.00 |
| | | | *CONSULTING* | *$950.00* | |
| | | | | **Total For: STARGARDEN CORP.** | **$950.00** |

| Vendor Name | Invoice Number | Invoice Description | GL Number Description | Line Item Amount | Invoice Amount |
|---|---|---|---|---|---|
| Vendor: STARK PAVEMENT CORP | | | | | |
| 12/06/2024 | 05069747 | ASPHALT & TACK | | | $293.59 |
| | | | *STREET/ROAD MAINT/REPAIR* | *$293.59* | |
| 11/15/2024 | 41239_63402.2024.01 | COUNTY LINE RD RECONST & NORXWAY PAY APP #1 | | | $978,100.68 |
| | | | *SAN SEWER-CONSTRUCTION* | *$30,139.54* | |
| | | | *WATERMAIN-CONSTR.(ASSESS)* | *$17,125.00* | |
| | | | *STORM-CONSTRUCTION* | *$22,158.00* | |
| | | | *STREET-CONSTRUCTION* | *$822,061.09* | |
| | | | *MISC COSTS/VMF ENG.* | *$31,676.20* | |
| | | | *RETAINAGES* | *$(29,934.64)* | |
| | | | *STREET-CONSTRUCTION* | *$70,410.49* | |
| | | | *WATERMAIN-CONSTR.(ASSESS)* | *$14,465.00* | |
| 11/08/2024 | 05069138 | ASPHALT & TACK | | | $341.18 |
| | | | *STREET/ROAD MAINT/REPAIR* | *$341.18* | |
| 11/15/2024 | 05069412 | ASPHALT & TACK | | | $632.85 |
| | | | *STREET/ROAD MAINT/REPAIR* | *$632.85* | |
| 11/08/2024 | 05069293 | ASPHALT & TACK | | | $475.64 |
| | | | *STREET/ROAD MAINT/REPAIR* | *$475.64* | |
| | | | **Total For: STARK PAVEMENT CORP** | | **$979,843.94** |
| Vendor: STATE BAR OF WISCONSIN | | | | | |
| 11/25/2024 | 5142902 | WI GOVERNMENTAL CLAIMS & IMMUNITIES HANDBOOK | | | $199.10 |
| | | | *LEGAL RESOURCES* | *$199.10* | |
| | | | **Total For: STATE BAR OF WISCONSIN** | | **$199.10** |
| Vendor: STATE OF WISCONSIN | | | | | |
| 11/25/2024 | 2410-FINES | ADDITIONAL DISTRIBUTION | | | $14,144.19 |
| | | | *COURT RECEIPTS* | *$14,144.19* | |
| | | | **Total For: STATE OF WISCONSIN** | | **$14,144.19** |

| Vendor Name | Invoice Number | Invoice Description | GL Number Description | Line Item Amount | Invoice Amount |
|---|---|---|---|---|---|
| Vendor: STREICHERS | | | | | |
| 11/25/2024 | I1727498 | UNIFORMS | | | $20.07 |
| | | | *UNIFORMS* | *$20.07* | |
| 11/25/2024 | I1727414 | ARMORED VEST AND UNIFORMS | | | $959.98 |
| | | | *ARMORED VESTS* | *$925.00* | |
| | | | *UNIFORMS* | *$34.98* | |
| 11/25/2024 | I1729437 | UNIFORMS | | | $104.99 |
| | | | *UNIFORMS* | *$104.99* | |
| 11/25/2024 | I1726087 | UNIFORMS | | | $59.99 |
| | | | *UNIFORMS* | *$59.99* | |
| 11/25/2024 | I1726085 | UNIFORMS | | | $12.99 |
| | | | *UNIFORMS* | *$12.99* | |
| 11/25/2024 | I1727416 | UNIFORMS | | | $119.98 |
| | | | *UNIFORMS* | *$119.98* | |
| 11/25/2024 | I1726090 | UNIFORMS | | | $304.97 |
| | | | *UNIFORMS* | *$304.97* | |
| 11/25/2024 | I1728183 | UNIFORMS | | | $59.99 |
| | | | *UNIFORMS* | *$59.99* | |
| 11/25/2024 | I1729994 | UNIFORMS - NEW OFFICER | | | $470.88 |
| | | | *UNIFORMS* | *$470.88* | |
| 12/06/2024 | I1729997 | UNIFORMS | | | $470.88 |
| | | | *UNIFORMS* | *$470.88* | |
| | | | **Total For: STREICHERS** | | **$2,584.72** |
| Vendor: SUPERIOR VISION INSURANCE INC | | | | | |
| 11/08/2024 | 0000857756 | NOVEMBER 2024 | | | $1,890.62 |
| | | | *PREPAID HEALTH INSURANCE* | *$1,874.58* | |
| | | | *RETIREE INSURANCES PAYABLE* | *$16.04* | |
| | | | **Total For: SUPERIOR VISION INSURANCE INC** | | **$1,890.62** |
| Vendor: SYMBOL ARTS | | | | | |
| 11/25/2024 | 0509036 | UNIFORMS - BADGE | | | $145.00 |
| | | | *UNIFORMS* | *$145.00* | |
| 12/06/2024 | 0510227 | UNIFORMS - BADGES | | | $292.50 |
| | | | *UNIFORMS* | *$292.50* | |
| | | | **Total For: SYMBOL ARTS** | | **$437.50** |
| Vendor: THOMAS PRESS, INC | | | | | |
| 12/06/2024 | 9785-24 | #12 SPECIAL VOTING ENVELOPES | | | $220.00 |
| | | | *ELECT EXPENSES* | *$220.00* | |
| 11/15/2024 | 10167-24 | #12 INSIDE VOTING ENVELOPES | | | $409.00 |
| | | | *ELECT EXPENSES* | *$409.00* | |
| | | | **Total For: THOMAS PRESS, INC** | | **$629.00** |

| Vendor Name | Invoice Number | Invoice Description | GL Number Description | Line Item Amount | Invoice Amount |
|---|---|---|---|---|---|
| Vendor: THOMSON REUTERS - WEST | | | | | |
| 11/08/2024 | 850999123 | MONTHLY WEST RESEARCH BILL | | | $612.88 |
| | | | *LEGAL RESOURCES* | *$612.88* | |
| 11/08/2024 | 851000835 | INVESTIGATIVE EXPENSE | | | $214.22 |
| | | | *INVESTIGATIVE EXPENSES* | *$214.22* | |
| | | | **Total For: THOMSON REUTERS - WEST** | | **$827.10** |
| Vendor: TOWN & COUNTRY MART | | | | | |
| 11/08/2024 | 883317 | SUPPLIES FOR #263 PARKS | | | $124.79 |
| | | | *RM-VEHICLES* | *$124.79* | |
| | | | **Total For: TOWN & COUNTRY MART** | | **$124.79** |
| Vendor: TRASH TRUCK RENTAL INC | | | | | |
| 11/08/2024 | 1155 (2) | GARBAGE TRUCK RENTAL FEE | | | $17,200.00 |
| | | | *RENT - EQUIPMENT* | *$17,200.00* | |
| | | | **Total For: TRASH TRUCK RENTAL INC** | | **$17,200.00** |
| Vendor: TRIO ENGINEERING, LLC | | | | | |
| 11/15/2024 | 08626 | SANCTUARY AT GOOD HOPE EAST - MUNICIPAL INSPECTION THROUGH 10/5/24 | | | $3,757.50 |
| | | | *MISC COSTS/VMF ENG.* | *$3,757.50* | |
| 11/15/2024 | 08633 | QUIETWOOD INSPECTION THROUGH 10/5/2024 | | | $43,850.00 |
| | | | *SAN SEWER-INSPECTION* | *$43,850.00* | |
| | | | **Total For: TRIO ENGINEERING, LLC** | | **$47,607.50** |
| Vendor: TROTTER INDUSTRIES LLC | | | | | |
| 12/06/2024 | 13192,13190,13189 | CUSTODIAL CONTRACT | | | $6,850.00 |
| | | | *CONTRACT LANDSCAPE MAINTENANCE SEF* | *$1,350.00* | |
| | | | *CUSTODIAL CONTRACT* | *$2,000.00* | |
| | | | *CUSTODIAL CONTRACT* | *$3,500.00* | |
| | | | **Total For: TROTTER INDUSTRIES LLC** | | **$6,850.00** |
| Vendor: TYLER TECHNOLOGIES, INC. | | | | | |
| 11/15/2024 | 060-115870 | INSTALLMENT 10 OF 12 - PROJECT 14254: SCHEDULE A - 2024 | | | $7,217.00 |
| | | | *ASSESSING SERVICES* | *$7,217.00* | |
| | | | **Total For: TYLER TECHNOLOGIES, INC.** | | **$7,217.00** |
| Vendor: UNITED RENTALS | | | | | |
| 11/15/2024 | 240732121-001 | GAS DETECTOR CALLIBRATION | | | $35.00 |
| | | | *MONITORING EQUIPMENT* | *$35.00* | |
| | | | **Total For: UNITED RENTALS** | | **$35.00** |
| Vendor: UPS | | | | | |
| 11/25/2024 | 0000Y08130454 | SHIPMENT OF VEHICLE DOCK FOR REPAIRS | | | $23.30 |
| | | | *RM-COMPUTER HARDWARE* | *$23.30* | |
| | | | **Total For: UPS** | | **$23.30** |

| Vendor Name | Invoice Number | Invoice Description | GL Number Description | Line Item Amount | Invoice Amount |
|---|---|---|---|---|---|
| Vendor: US CELLULAR | | | | | |
| 11/25/2024 | 0688944689 | DATA CELLULAR SERVICE 11/02/24 - 12/01/24 | | | $44.00 |
| | | | *CELLULAR DATA SERVICE* | *$22.00* | |
| | | | *CELLULAR DATA SERVICE* | *$22.00* | |
| 11/25/2024 | 0688709773 | PHONE CELLULAR SERVICE 11/02/24 - 12/01/24 | | | $1,868.67 |
| | | | *CELLULAR TELEPHONE SERVICE* | *$0.58* | |
| | | | *CELLULAR TELEPHONE SERVICE* | *$2.06* | |
| | | | *CELLULAR TELEPHONE SERVICE* | *$7.10* | |
| | | | *CELLULAR TELEPHONE SERVICE* | *$2.50* | |
| | | | *CELLULAR TELEPHONE SERVICE* | *$39.99* | |
| | | | *CELLULAR TELEPHONE SERVICE* | *$39.99* | |
| | | | *CELLULAR TELEPHONE SERVICE* | *$39.99* | |
| | | | *CELLULAR TELEPHONE SERVICE* | *$39.99* | |
| | | | *CELLULAR TELEPHONE SERVICE* | *$0.50* | |
| | | | *CELLULAR TELEPHONE SERVICE* | *$39.99* | |
| | | | *CELLULAR TELEPHONE SERVICE* | *$39.99* | |
| | | | *CELLULAR TELEPHONE SERVICE* | *$39.99* | |
| | | | *CELLULAR TELEPHONE SERVICE* | *$39.99* | |
| | | | *CELLULAR TELEPHONE SERVICE* | *$39.99* | |
| | | | *CELLULAR TELEPHONE SERVICE* | *$39.99* | |
| | | | *CELLULAR TELEPHONE SERVICE* | *$39.99* | |
| | | | *CELLULAR TELEPHONE SERVICE* | *$39.99* | |
| | | | *CELLULAR TELEPHONE SERVICE* | *$39.99* | |
| | | | *CELLULAR TELEPHONE SERVICE* | *$0.50* | |
| | | | *CELLULAR TELEPHONE SERVICE* | *$0.70* | |
| | | | *CELLULAR TELEPHONE SERVICE* | *$39.99* | |
| | | | *CELLULAR TELEPHONE SERVICE* | *$39.99* | |
| | | | *CELLULAR TELEPHONE SERVICE* | *$39.99* | |
| | | | *CELLULAR TELEPHONE SERVICE* | *$0.50* | |
| | | | *CELLULAR TELEPHONE SERVICE* | *$39.99* | |
| | | | *CELLULAR TELEPHONE SERVICE* | *$39.99* | |
| | | | *CELLULAR TELEPHONE SERVICE* | *$20.69* | |
| | | | *CELLULAR TELEPHONE SERVICE* | *$0.50* | |
| | | | *CELLULAR TELEPHONE SERVICE* | *$0.50* | |
| | | | *CELLULAR TELEPHONE SERVICE* | *$39.99* | |
| | | | *CELLULAR TELEPHONE SERVICE* | *$39.99* | |
| | | | *CELLULAR TELEPHONE SERVICE* | *$3.22* | |
| | | | *CELLULAR TELEPHONE SERVICE* | *$27.97* | |
| | | | *CELLULAR TELEPHONE SERVICE* | *$39.99* | |
| | | | *CELLULAR TELEPHONE SERVICE* | *$39.99* | |
| | | | *CELLULAR TELEPHONE SERVICE* | *$39.99* | |
| | | | *CELLULAR TELEPHONE SERVICE* | *$39.99* | |
| | | | *CELLULAR TELEPHONE SERVICE* | *$25.45* | |
| | | | *CELLULAR TELEPHONE SERVICE* | *$35.45* | |
| | | | *CELLULAR TELEPHONE SERVICE* | *$39.99* | |
| | | | *CELLULAR TELEPHONE SERVICE* | *$26.50* | |

| Vendor Name | Invoice Number | Invoice Description | GL Number Description | Line Item Amount | Invoice Amount |
|---|---|---|---|---|---|
| | | | *CELLULAR TELEPHONE SERVICE* | *$39.99* | |
| | | | *CELLULAR TELEPHONE SERVICE* | *$25.45* | |
| | | | *CELLULAR TELEPHONE SERVICE* | *$39.99* | |
| | | | *CELLULAR TELEPHONE SERVICE* | *$5.50* | |
| | | | *CELLULAR TELEPHONE SERVICE* | *$70.56* | |
| | | | *CELLULAR TELEPHONE SERVICE* | *$0.50* | |
| | | | *CELLULAR TELEPHONE SERVICE* | *$38.50* | |
| | | | *CELLULAR TELEPHONE SERVICE* | *$25.45* | |
| | | | *CELLULAR TELEPHONE SERVICE* | *$78.29* | |
| | | | *CELLULAR TELEPHONE SERVICE* | *$68.53* | |
| | | | *CELLULAR TELEPHONE SERVICE* | *$0.50* | |
| | | | *CELLULAR TELEPHONE SERVICE* | *$30.73* | |
| | | | *CELLULAR TELEPHONE SERVICE* | *$34.87* | |
| | | | *CELLULAR TELEPHONE SERVICE* | *$70.56* | |
| | | | *CELLULAR TELEPHONE SERVICE* | *$70.56* | |
| | | | *CELLULAR TELEPHONE SERVICE* | *$0.50* | |
| | | | *CELLULAR TELEPHONE SERVICE* | *$27.29* | |
| | | | *CELLULAR TELEPHONE SERVICE* | *$39.99* | |
| | | | *CELLULAR TELEPHONE SERVICE* | *$34.61* | |
| | | | *CELLULAR TELEPHONE SERVICE* | *$0.50* | |
| | | | *CELLULAR TELEPHONE SERVICE* | *$11.33* | |
| | | | | **Total For: US CELLULAR** | **$1,912.67** |
| Vendor: VERIDIAN HOMES | | | | | |
| 11/15/2024 | PRNC23-0046 | W201N5437 CONIFER CT | | | $1,000.00 |
| | | | *DEPOSITS-BUILDING* | *$1,000.00* | |
| 11/15/2024 | PRNC23-0047 | W201N5473 CONIFER CT | | | $1,000.00 |
| | | | *DEPOSITS-BUILDING* | *$1,000.00* | |
| 11/15/2024 | PRNC23-0054 | W198N5529 MAGNOLIA CT | | | $1,000.00 |
| | | | *DEPOSITS-BUILDING* | *$1,000.00* | |
| 11/15/2024 | PRNC23-0056 | W201N5492 MAGNOLIA LN | | | $1,000.00 |
| | | | *DEPOSITS-BUILDING* | *$1,000.00* | |
| 11/15/2024 | PRNC22-0006 | W201N5523 MAGNOLIA LN | | | $1,000.00 |
| | | | *DEPOSITS-BUILDING* | *$1,000.00* | |
| | | | | **Total For: VERIDIAN HOMES** | **$5,000.00** |

| Vendor Name | Invoice Number | Invoice Description | GL Number Description | Line Item Amount | Invoice Amount |
|---|---|---|---|---|---|
| Vendor: VERIZON WIRELESS | | | | | |
| 11/25/2024 | 9977073033 | VERIZON WIRELESS CELLULAR SERVICE 09/24/24 - 10/23/24 | | | $3,407.61 |
| | | | *CELLULAR DATA SERVICE* | *$38.01* | |
| | | | *CELLULAR DATA SERVICE* | *$38.01* | |
| | | | *CELLULAR DATA SERVICE* | *$38.01* | |
| | | | *CELLULAR DATA SERVICE* | *$38.07* | |
| | | | *CELLULAR DATA SERVICE* | *$38.01* | |
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| | | | *CELLULAR DATA SERVICE* | *$38.03* | |
| | | | *CELLULAR DATA SERVICE* | *$61.22* | |
| | | | *CELLULAR DATA SERVICE* | *$61.22* | |
| | | | *CELLULAR DATA SERVICE* | *$61.22* | |
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| | | | *CELLULAR DATA SERVICE* | *$38.01* | |
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| | | | *CELLULAR DATA SERVICE* | *$38.03* | |
| | | | *CELLULAR DATA SERVICE* | *$38.01* | |
| | | | *CELLULAR DATA SERVICE* | *$38.01* | |
| | | | *CELLULAR DATA SERVICE* | *$38.05* | |
| | | | *CELLULAR DATA SERVICE* | *$38.03* | |
| | | | *CELLULAR DATA SERVICE* | *$38.01* | |
| | | | *CELLULAR DATA SERVICE* | *$38.01* | |
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| | | | *CELLULAR DATA SERVICE* | *$38.01* | |

| Vendor Name | Invoice Number | Invoice Description | GL Number Description | Line Item Amount | Invoice Amount |
|---|---|---|---|---|---|
| | | | *CELLULAR DATA SERVICE* | *$38.01* | |
| | | | *CELLULAR DATA SERVICE* | *$38.01* | |
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| | | | *CELLULAR DATA SERVICE* | *$38.01* | |
| | | | *CELLULAR TELEPHONE SERVICE* | *$41.19* | |
| | | | *CELLULAR TELEPHONE SERVICE* | *$41.19* | |
| | | | *CELLULAR TELEPHONE SERVICE* | *$41.19* | |
| | | | *CELLULAR DATA SERVICE* | *$38.01* | |
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| | | | *CELLULAR DATA SERVICE* | *$38.01* | |
| | | | *CELLULAR DATA SERVICE* | *$36.01* | |
| | | | *CELLULAR TELEPHONE SERVICE* | *$41.19* | |
| | | | *CELLULAR TELEPHONE SERVICE* | *$41.19* | |
| | | | *CELLULAR TELEPHONE SERVICE* | *$41.19* | |
| | | | *CELLULAR TELEPHONE SERVICE* | *$41.19* | |
| | | | *CELLULAR TELEPHONE SERVICE* | *$41.19* | |
| | | | *CELLULAR TELEPHONE SERVICE* | *$41.19* | |
| | | | *CELLULAR TELEPHONE SERVICE* | *$46.19* | |
| | | | *CELLULAR TELEPHONE SERVICE* | *$40.51* | |
| | | | *CELLULAR DATA SERVICE* | *$38.01* | |
| | | | *CELLULAR DATA SERVICE* | *$38.03* | |
| | | | *CELLULAR DATA SERVICE* | *$38.01* | |
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| | | | *CELLULAR DATA SERVICE* | *$38.01* | |
| | | | *CELLULAR DATA SERVICE* | *$38.03* | |
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| | | | *CELLULAR DATA SERVICE* | *$38.01* | |
| | | | *CELLULAR DATA SERVICE* | *$38.01* | |
| | | | **Total For: VERIZON WIRELESS** | | **$3,407.61** |

| Vendor Name | Invoice Number | Invoice Description | GL Number Description | Line Item Amount | Invoice Amount |
|---|---|---|---|---|---|
| Vendor: VH EVERGREEN FIELDS, LLC | | | | | |
| 11/15/2024 | PRNC23-0064 | N54W20060 MAGNOLIA LN | | | $1,000.00 |
| | | | *DEPOSITS-BUILDING* | *$1,000.00* | |
| | | | **Total For: VH EVERGREEN FIELDS, LLC** | | **$1,000.00** |
| Vendor: VICTORY COMPANIES OF WISCONSIN | | | | | |
| 11/15/2024 | PRNC22-0015 | W177N7285 RAW AMBER CT | | | $1,000.00 |
| | | | *DEPOSITS-BUILDING* | *$1,000.00* | |
| | | | **Total For: VICTORY COMPANIES OF WISCONSIN** | | **$1,000.00** |
| Vendor: VICTORY HOMES OF WISCONSIN | | | | | |
| 11/15/2024 | PRNC23-0037 | N69W18041 HAVEN DR | | | $1,000.00 |
| | | | *DEPOSITS-BUILDING* | *$1,000.00* | |
| | | | **Total For: VICTORY HOMES OF WISCONSIN** | | **$1,000.00** |
| Vendor: VILLAGE OF SUSSEX | | | | | |
| 11/08/2024 | 491 | PLU-72 CLEAN WATER LOAN INTEREST | | | $4,574.81 |
| | | | *INTEREST PAYMENTS ON LONG-TERM DEBT* | *$4,574.81* | |
| 11/25/2024 | 539 | SUSSEX USER CHARGE | | | $19,074.41 |
| | | | *SUSSEX USER CHARGE* | *$19,074.41* | |
| | | | **Total For: VILLAGE OF SUSSEX** | | **$23,649.22** |
| Vendor: VILLANI LANDSHAPERS | | | | | |
| 11/25/2024 | MMI-0006362 | BOULEVARD MOWING | | | $10,737.84 |
| | | | *LANDSCAPING* | *$3,095.41* | |
| | | | *CONTRACT LANDSCAPE MAINTENANCE SEF* | *$7,642.43* | |
| 11/25/2024 | MMI-0006374 | VILLAGE HALL/LIBRARY MAINTENANCE | | | $1,236.03 |
| | | | *CONTRACT LANDSCAPE MAINTENANCE SEF* | *$741.62* | |
| | | | *CONTRACTS* | *$494.41* | |
| | | | **Total For: VILLANI LANDSHAPERS** | | **$11,973.87** |
| Vendor: VON BRIESEN & ROPER, S.C. | | | | | |
| 11/08/2024 | 474259 | VON BRIESEN & ROPER INVOICE | | | $6,855.00 |
| | | | *LEGAL SERVICES* | *$6,855.00* | |
| 11/25/2024 | 475091 | VON BRIESEN & ROPER INVOICE | | | $4,321.50 |
| | | | *LEGAL SERVICES* | *$4,321.50* | |
| | | | **Total For: VON BRIESEN & ROPER, S.C.** | | **$11,176.50** |
| Vendor: WASTE MANAGEMENT OF MILWAUKEE | | | | | |
| 12/06/2024 | 7056428-2275-7 | GARBAGE/RECYCLING CHARGES | | | $188,157.86 |
| | | | *GARBAGE COLLECTION* | *$136,344.34* | |
| | | | *CURBSIDE RECYCLING* | *$51,813.52* | |
| | | | **Total For: WASTE MANAGEMENT OF MILWAUKEE** | | **$188,157.86** |

| Vendor Name | Invoice Number | Invoice Description | GL Number Description | Line Item Amount | Invoice Amount |
|---|---|---|---|---|---|
| Vendor: WAUKESHA CO SHERIFFS DEPT | | | | | |
| 11/25/2024 | 2024.11 TYE | BAIL TRANSFER FOR JAMEISHA N. TYE | | | $310.00 |
| | | | *BAIL TRANSFERS* | *$310.00* | |
| | | | **Total For: WAUKESHA CO SHERIFFS DEPT** | | **$310.00** |
| Vendor: WAUKESHA COUNTY CRIMINAL | | | | | |
| 11/15/2024 | 2024.11 BROWN | BAIL TRANSFER FOR BROWN/TRAVANTE/A | | | $100.00 |
| | | | *BAIL TRANSFERS* | *$100.00* | |
| 11/15/2024 | 2024.10.18 | BAIL TRANSFER FOR ALANA M WILLIAMS | | | $500.00 |
| | | | *BAIL TRANSFERS* | *$500.00* | |
| 11/15/2024 | 2024.10.27 SMITH | BAIL TRANSFER FOR SMITH/LATANYA/M | | | $200.00 |
| | | | *BAIL TRANSFERS* | *$200.00* | |
| 11/15/2024 | 2024.10.24 RODRIGUEZ | BAIL TRANSFER FOR RODRIGUEZ, JOSHUA MALDIEL | | | $600.00 |
| | | | *BAIL TRANSFERS* | *$600.00* | |
| 11/15/2024 | 2024.10.22 MCLEAN | BAIL TRANSFER FOR MCLEAN/PATRICK/C | | | $500.00 |
| | | | *BAIL TRANSFERS* | *$500.00* | |
| 11/15/2024 | 2024.10.20 NELSON | BAIL TRANSFER FOR NELSON/LEONARD/E | | | $100.00 |
| | | | *BAIL TRANSFERS* | *$100.00* | |
| 11/15/2024 | 2024.10.19 FELDER | BAIL TRANSFER FOR FELDER/SHEYENNE/S | | | $150.00 |
| | | | *BAIL TRANSFERS* | *$150.00* | |
| | | | **Total For: WAUKESHA COUNTY CRIMINAL** | | **$2,150.00** |
| Vendor: WAUKESHA COUNTY TREASURERS | | | | | |
| 11/25/2024 | 2024-24010127 | RADIO HARDWARE | | | $2,877.15 |
| | | | *RADIO HARDWARE* | *$2,877.15* | |
| 12/06/2024 | 2024-24010126 | OCTOBER 24 RADIO PROGRAMMING | | | $1,478.90 |
| | | | *WCC 800 MHZ RADIO* | *$1,478.90* | |
| | | | **Total For: WAUKESHA COUNTY TREASURERS** | | **$4,356.05** |
| Vendor: WCTC | | | | | |
| 11/08/2024 | S0844355 | TRAINING EXPENSE (OFFICERS) AND DONATION EXPENSE (CITIZEN ACADEMY) | | | $4,890.45 |
| | | | *TRAINING & EDUCATION* | *$4,710.80* | |
| | | | *PD DONATION EXPENDITURES* | *$179.65* | |
| | | | **Total For: WCTC** | | **$4,890.45** |

| Vendor Name | Invoice Number | Invoice Description | GL Number Description | Line Item Amount | Invoice Amount |
|---|---|---|---|---|---|
| Vendor: WE ENERGIES | | | | | |
| 11/15/2024 | 2024.11 00001 MUS | 0700737873-00001 | | | $28.83 |
| | | | *HEAT (GAS & OIL)* | *$28.83* | |
| 11/15/2024 | 2024.11 00006 | 0702536021-00006 | | | $519.19 |
| | | | *STREET LIGHT POWER* | *$519.19* | |
| 11/15/2024 | 2024.11 00010 | 0702536021-00010 | | | $15.58 |
| | | | *HEAT (GAS & OIL)* | *$15.58* | |
| 11/15/2024 | 2024.11 00024 | 0702536021-00024 | | | $49.07 |
| | | | *HEAT (GAS & OIL)* | *$49.07* | |
| 11/15/2024 | 2024.11 00025 | 0702536021-00025 | | | $19.96 |
| | | | *HEAT (GAS & OIL)* | *$19.96* | |
| 11/15/2024 | 2024.11 00026 | 0702536021-00026 | | | $138.27 |
| | | | *LIFT STATION POWER* | *$138.27* | |
| 11/15/2024 | 2024.11 00031 | 0702536021-00031 | | | $14.73 |
| | | | *LIFT STATION POWER* | *$14.73* | |
| 11/15/2024 | 2024.11 00034 | 0702536021-00034 | | | $16.18 |
| | | | *LIGHT/POWER* | *$16.18* | |
| 11/15/2024 | 2024.11 00035 | 0702536021-00035 | | | $296.54 |
| | | | *STREET LIGHT POWER* | *$296.54* | |
| 11/15/2024 | 2024.11 00036 | 0702536021-00036 | | | $17.66 |
| | | | *LIFT STATION POWER* | *$17.66* | |
| 11/15/2024 | 2024.11 00040 | 0702536021-00040 | | | $78.24 |
| | | | *LIGHT/POWER* | *$78.24* | |
| 11/15/2024 | 2024.11 00165 | 0702536021-00165 | | | $39,839.19 |
| | | | *STREET LIGHT POWER* | *$39,839.19* | |
| 11/25/2024 | 2024.12 00014 | 0702536021-00014 | | | $1,341.32 |
| | | | *LIGHT/POWER* | *$1,341.32* | |
| 11/15/2024 | 2024.12 00039 | 0702536021-00039 | | | $42.76 |
| | | | *TRAFFIC SIGNAL POWER* | *$42.76* | |
| 11/25/2024 | 2024.12 00095 | 0702536021-00095 | | | $8,398.69 |
| | | | *LIGHT/POWER* | *$8,398.69* | |
| 11/25/2024 | 2024.12 00097 | 0702536021-00097 | | | $10,934.44 |
| | | | *LIGHT/POWER* | *$10,934.44* | |
| 11/15/2024 | 2024.12 00113 | 0702536021-00113 | | | $653.23 |
| | | | *STREET LIGHT POWER* | *$653.23* | |
| 11/15/2024 | 2024.12 00161 | 0702536021-00161 | | | $14.22 |
| | | | *LIGHT/POWER* | *$14.22* | |
| 11/15/2024 | 2024.11 00005 | 0700680238-00005 | | | $280.15 |
| | | | *TRAFFIC SIGNAL POWER* | *$280.15* | |
| 11/15/2024 | 2024.11 2024.10 | 0702536021-00087 | | | $149.95 |
| | | | *HEAT (GAS & OIL)* | *$14.93* | |
| | | | *LIFT STATION POWER* | *$135.02* | |
| 11/15/2024 | 2024.11 00092 | 0702536021-00092 | | | $17.48 |
| | | | *LIFT STATION POWER* | *$17.48* | |
| 11/15/2024 | 2024.11 00096 | 0702536021-00096 | | | $17.64 |
| | | | *LIFT STATION POWER* | *$17.64* | |

| Vendor Name | Invoice Number | Invoice Description | GL Number Description | Line Item Amount | Invoice Amount |
|---|---|---|---|---|---|
| 11/15/2024 | 2024.11 00100 | 0702536021-00100 | | | $17.97 |
| | | | *LIFT STATION POWER* | *$17.97* | |
| 11/15/2024 | 2024.11 00104 | 0702536021-00104 | | | $53.74 |
| | | | *LIGHT/POWER* | *$53.74* | |
| 11/15/2024 | 2024.11 00105 | 0702536021-00105 | | | $18.15 |
| | | | *LIFT STATION POWER* | *$18.15* | |
| 11/15/2024 | 2024.11 00107 | 0702536021-00107 | | | $216.02 |
| | | | *STREET LIGHT POWER* | *$216.02* | |
| 11/15/2024 | 2024.11 00110 | 0702536021-00110 | | | $398.61 |
| | | | *STREET LIGHT POWER* | *$398.61* | |
| 11/15/2024 | 2024.11 00111 | 0702536021-00111 | | | $606.39 |
| | | | *STREET LIGHT POWER* | *$606.39* | |
| 11/15/2024 | 2024.11 00114 | 0702536021-00114 | | | $17.16 |
| | | | *LIFT STATION POWER* | *$17.16* | |
| 11/15/2024 | 2024.11 00115 | 0702536021-00115 | | | $286.93 |
| | | | *STREET LIGHT POWER* | *$286.93* | |
| 11/15/2024 | 2024.11 00116 | 0702536021-00116 | | | $17.16 |
| | | | *LIFT STATION POWER* | *$17.16* | |
| 11/15/2024 | 2024.11 00124 | 0702536021-00124 | | | $178.42 |
| | | | *HEAT (GAS & OIL)* | *$178.42* | |
| 11/15/2024 | 2024.11 00130 | 0702536021-00130 | | | $14.39 |
| | | | *TRAFFIC SIGNAL POWER* | *$14.39* | |
| 11/15/2024 | 2024.11 00131 | 0702536021-00131 | | | $47.80 |
| | | | *LIFT STATION POWER* | *$47.80* | |
| 11/15/2024 | 2024.11 00137 | 0702536021-00137 | | | $106.11 |
| | | | *HEAT (GAS & OIL)* | *$14.14* | |
| | | | *LIFT STATION POWER* | *$91.97* | |
| 11/15/2024 | 2024.11 00138 | 0702536021-00138 | | | $39.13 |
| | | | *LIGHT/POWER* | *$29.56* | |
| | | | *HEAT (GAS & OIL)* | *$9.57* | |
| 11/15/2024 | 2024.11 00139 | 0702536021-00139 | | | $9.57 |
| | | | *HEAT (GAS & OIL)* | *$9.57* | |
| 11/15/2024 | 2024.11 00141 | 0702536021-00141 | | | $1,287.10 |
| | | | *LIGHT/POWER* | *$1,112.95* | |
| | | | *HEAT (GAS & OIL)* | *$174.15* | |
| 11/15/2024 | 2024.11 00144 | 0702536021-00144 | | | $23.69 |
| | | | *LIFT STATION POWER* | *$23.69* | |
| 11/15/2024 | 2024.11 00147 | 0702536021-00147 | | | $16.85 |
| | | | *HEAT (GAS & OIL)* | *$16.85* | |
| 11/15/2024 | 2024.11 00149 | 0702536021-00149 | | | $137.62 |
| | | | *LIGHT/POWER* | *$137.62* | |
| 11/15/2024 | 2024.11 00168 | 0702536021-00168 | | | $19.77 |
| | | | *OPERATIONS* | *$19.77* | |
| 11/15/2024 | 2024.11.00001.FIRE | 0713197981.00001 | | | $342.31 |
| | | | *HEAT (GAS & OIL)* | *$342.31* | |
| 11/15/2024 | 2024.11 00003 | 0719479182-00003 | | | $73.41 |

| Vendor Name | Invoice Number | Invoice Description | GL Number Description | Line Item Amount | Invoice Amount |
|---|---|---|---|---|---|
| | | | *TRAFFIC SIGNAL POWER* | *$73.41* | |
| 11/15/2024 | 2024.11.00002. | 0729185336-00002 | | | $130.46 |
| | | | *HEAT (GAS & OIL)* | *$11.97* | |
| | | | *LIFT STATION POWER* | *$118.49* | |
| 11/15/2024 | 2024.11.00004 | 0729185336-00004 | | | $963.15 |
| | | | *HEAT (GAS & OIL)* | *$13.41* | |
| | | | *LIFT STATION POWER* | *$949.74* | |
| 11/15/2024 | 2024.11.00001. | 0700680238-00001 | | | $891.31 |
| | | | *STREET LIGHT POWER* | *$891.31* | |
| 11/15/2024 | 2024.11 00012 | 0702536021-00012 | | | $359.68 |
| | | | *LIFT STATION POWER* | *$359.68* | |
| 11/15/2024 | 2024.11 00013 | 0702536021-00013 | | | $707.83 |
| | | | *LIFT STATION POWER* | *$707.83* | |
| 11/15/2024 | 2024.11 00049 | 0702536021-00049 | | | $32.17 |
| | | | *LIGHT/POWER* | *$32.17* | |
| 11/15/2024 | 2024.11 00051 | 0702536021-00051 | | | $472.36 |
| | | | *LIGHT/POWER* | *$472.36* | |
| 11/15/2024 | 2024.11 00055 | 0702536021-00055 | | | $2,246.11 |
| | | | *LIGHT/POWER* | *$2,246.11* | |
| 11/15/2024 | 2024.11 00058 | 0702536021-00058 | | | $44.16 |
| | | | *LIGHT/POWER* | *$30.37* | |
| | | | *HEAT (GAS & OIL)* | *$13.79* | |
| 11/15/2024 | 2024.11 00059 | 0702536021-00059 | | | $320.82 |
| | | | *STREET LIGHT POWER* | *$320.82* | |
| 11/15/2024 | 2024.11 00073 | 0702536021-00073 | | | $429.32 |
| | | | *TRAFFIC SIGNAL POWER* | *$429.32* | |
| 11/15/2024 | 2024.11 00074 | 0702536021-00074 | | | $106.01 |
| | | | *LIGHT/POWER* | *$106.01* | |
| 11/15/2024 | 2024.11 00080 | 0702536021-00080 | | | $994.71 |
| | | | *LIGHT/POWER* | *$923.05* | |
| | | | *HEAT (GAS & OIL)* | *$71.66* | |
| 11/15/2024 | 2024.11 00081 | 0702536021-00081 | | | $44.54 |
| | | | *STREET LIGHT POWER* | *$44.54* | |
| 11/15/2024 | 2024.11 00083 | 0702536021-00083 | | | $632.34 |
| | | | *LIGHT/POWER* | *$632.34* | |
| 12/06/2024 | 2024.11 00002 | 0700680238-00002 | | | $14,734.09 |
| | | | *PUMPING POWER PURCHASED* | *$14,560.88* | |
| | | | *LIGHT/POWER* | *$173.21* | |
| 12/06/2024 | 2024.11 00006 | 0700680238-00006 | | | $380.89 |
| | | | *LIFT STATION POWER* | *$380.89* | |
| 12/06/2024 | 2024.11 00166 | 0702536021-00166 | | | $324.58 |
| | | | *HEAT (GAS & OIL)* | *$23.36* | |
| | | | *LIFT STATION POWER* | *$301.22* | |
| 11/15/2024 | 2024.11 00007 | 0700680238-00007 | | | $1,299.53 |
| | | | *LIGHT/POWER* | *$422.96* | |
| | | | *LIGHT/POWER* | *$876.57* | |

| Vendor Name | Invoice Number | Invoice Description | GL Number Description | Line Item Amount | Invoice Amount |
|---|---|---|---|---|---|
| 11/15/2024 | 2024.11 00004 | 0700680238-00004 | | | $161.15 |
| | | | *LIGHT/POWER* | *$161.15* | |
| 12/06/2024 | WR5025486 | FOX RIVER FALLS PHASE III - STREET LIGHTING | | | $3,978.52 |
| | | | *LOC REIMBURSEMENT* | *$3,978.52* | |
| 11/15/2024 | 2024.11 00001 | 0719479182-00001 | | | $4,491.22 |
| | | | *LIGHT/POWER* | *$4,036.79* | |
| | | | *HEAT (GAS & OIL)* | *$454.43* | |
| | | | **Total For: WE ENERGIES** | | **$100,556.57** |
| Vendor: WI DEFERRED COMP | | | | | |
| 12/06/2024 | 2024.11.22 | EMPLOYEE PAYROLL CONTRIBUTION | | | $21,947.81 |
| | | | *DEF COMP/ROTH DED PAYABLE* | *$21,947.81* | |
| 12/06/2024 | 2024.11.08 | EMPLOYEE PAYROLL CONTRIBUTION | | | $21,720.64 |
| | | | *DEF COMP/ROTH DED PAYABLE* | *$21,720.64* | |
| | | | **Total For: WI DEFERRED COMP** | | **$43,668.45** |
| Vendor: WI Department of Revenue Garnishmen | | | | | |
| 12/06/2024 | 2024.11.22 | EMPLOYEE CONTRIBUTION | | | $138.74 |
| | | | *GARNISHMENT DEDUCT PAYABLE* | *$138.74* | |
| 12/06/2024 | 2024.11.08 | EMPLOYEE PAYROLL CONTRIBUTION | | | $128.91 |
| | | | *GARNISHMENT DEDUCT PAYABLE* | *$128.91* | |
| | | | **Total For: WI Department of Revenue Garnishmen** | | **$267.65** |
| Vendor: WI DEPT OF JUSTICE | | | | | |
| 11/22/2024 | 11202024 | TRAINING - WLEEDA CONFERENCE FEES | | | $2,475.00 |
| | | | *TRAINING & EDUCATION* | *$1,100.00* | |
| | | | *TRAINING & EDUCATION* | *$1,375.00* | |
| | | | **Total For: WI DEPT OF JUSTICE** | | **$2,475.00** |
| Vendor: WI DEPT OF JUSTICE | | | | | |
| 11/22/2024 | 2024/10/1-2024/10/31 | CRIME INFORMATION BUR | | | $217.00 |
| | | | *RECORDS SEARCH* | *$217.00* | |
| | | | **Total For: WI DEPT OF JUSTICE** | | **$217.00** |
| Vendor: WI DEPT OF REV | | | | | |
| 12/06/2024 | 2024.11.22 | STATE PAYROLL TAXES 2024.11.22 | | | $33,114.05 |
| | | | *STATE WITHHOLDING* | *$33,114.05* | |
| 12/06/2024 | 2024.11.08 | PAYROLL TAXES | | | $32,190.74 |
| | | | *STATE WITHHOLDING* | *$32,190.74* | |
| | | | **Total For: WI DEPT OF REV** | | **$65,304.79** |

| Vendor Name | Invoice Number | Invoice Description | GL Number Description | Line Item Amount | Invoice Amount |
|---|---|---|---|---|---|
| Vendor: WI DEPT OF TRANSPORTATION | | | | | |
| 11/15/2024 | 395-0000368819 | MENOMONEE AVE | | | $3,648.11 |
| | | | *WATER UTILITY PROJECT EXPENSES* | *$3,648.11* | |
| 11/15/2024 | 395-0000368818 | OVERVIEW DRIVE | | | $1,158.46 |
| | | | *BRIDGE-CONSTRUCTION* | *$1,158.46* | |
| 11/15/2024 | 395-0000372225 | APPLETON AVE - DESIGN | | | $3,056.34 |
| | | | *MISC COSTS/VMF ENG.* | *$3,056.34* | |
| | | | **Total For: WI DEPT OF TRANSPORTATION** | | **$7,862.91** |
| Vendor: WI RURAL WATER ASSOC | | | | | |
| 11/25/2024 | 2024.12.10 | CLASS REGISTRATION X 7 | | | $385.00 |
| | | | *MISC GENERAL EXPENSES* | *$385.00* | |
| | | | **Total For: WI RURAL WATER ASSOC** | | **$385.00** |
| Vendor: WI SCTF COLLECTIONS | | | | | |
| 11/25/2024 | 2024.11.22 | EMPLOYEE PAYROLL CONTRIBUTION | | | $1,317.24 |
| | | | *GARNISHMENT DEDUCT PAYABLE* | *$1,317.24* | |
| 11/08/2024 | 2024.11.08 | EMPLOYEE PAYROLL CONTRIBUTION | | | $1,293.98 |
| | | | *GARNISHMENT DEDUCT PAYABLE* | *$1,293.98* | |
| | | | **Total For: WI SCTF COLLECTIONS** | | **$2,611.22** |
| Vendor: WI STATE LABORATORY OF HYGIENE | | | | | |
| 12/06/2024 | 790349 | WATER TREATMENT - TESTING | | | $29.00 |
| | | | *WATR TREAT-OPER EXPENSES* | *$29.00* | |
| | | | **Total For: WI STATE LABORATORY OF HYGIENE** | | **$29.00** |
| Vendor: ZOLL MEDICAL CORP | | | | | |
| 12/06/2024 | 4082603 | CPR STAT-PADZ ELECTRODES | | | $356.25 |
| | | | *EMS EQUIPMENT & SUPPLIES* | *$356.25* | |
| 12/06/2024 | 4084243 | CO2 FILTER LINE | | | $582.20 |
| | | | *EMS EQUIPMENT & SUPPLIES* | *$582.20* | |
| | | | **Total For: ZOLL MEDICAL CORP** | | **$938.45** |
| Vendor: ZORO.COM | | | | | |
| 12/06/2024 | INV15281837 | PLUMBING PARTS | | | $637.27 |
| | | | *RM-BUILDING & GROUNDS* | *$202.99* | |
| | | | *RM-BUILDING & GROUNDS* | *$434.28* | |
| | | | **Total For: ZORO.COM** | | **$637.27** |

**Grand Total: $6,239,786.80**

**Village Board - Regular** **7. a.**

**Meeting Date:** 01/06/2025

**Topic:** Text Amendment - Condtional Use Permit Expiration

**From:** Amy Bennett, Planner/Zoning Administrator

**Department:** Community Development

## Information

**Subject:**

A Public Hearing to consider the Plan Commission's recommendation regarding an Ordinance amending Section 122-66 (h)(2),(3) & (k)(1) - Standards and Revocation and Termination of Conditional Use Permits.

**Action Item:**

Adoption of an Ordinance amending Section 122-66 (h)(2),(3) & (k)(1) - Standards and Revocation and Termination of Conditional Use Permits.

**Issues for Consideration/Background Information:**

On November 12, 2024 the Plan Commission considered the changes and unanimously recommended the Village Board of Trustees adopt the subject ordinances, with the noted modifications.

## Attachments

Plan Commission Staff Report and Exhibits

PC 111224 Minutes

Draft Ordinance

VILLAGE OF Menomonee Falls

**Plan Commission - Regular** **6. g.**

**Meeting Date:** 11/12/2024

**Topic:** Text Amendment - Condtional Use Permit Expiration

**From:** Amy Bennett, Planner/Zoning Administrator

**Department:** Community Development

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**Subject:**

Consideration of a recommendation to the Village Board of Trustees regarding an Ordinance amending Section 122-66 (h)(2),(3) & (k)(1) - Standards and Revocation and Termination of Conditional Use Permits.

**Background Information:**

Under 122-66(h)(2), the conditional use permit shall lapse if a building permit or occupancy permit for the conditional use permit has not been issued within **180 days** following the issuance of the permit; however, the zoning administrator may extend the term of the permit by not more than 60 days upon written application for the extension by the holder of the permit, when the applicant establishes reasonable cause for the granting of the extension.

Under 122-66(h)(3), the conditional use permit shall lapse if the use ceases for longer than 180 consecutive days.

Under 122-66(k)(1), the conditional use permit shall lapse if a building permit or occupancy permit for the conditional use has not been issued within **180 days** following the issuance of the conditional use permit; however, the village board, after recommendation by the plan commission, may extend the term of the conditional use permit by not more than 60 days upon written application for the extension by the holder of the permit, when the application establishes reasonable cause for the granting of the extension. The conditional use permit shall lapse if a conditional use ceases for longer than 180 consecutive days.

Requiring a building permit to be issued within 180 days of conditional use approval has proved difficult for applicants to complete Village site and engineering review along with the property transfer and financing. After reviewing neighboring communities, the typical conditional use permit (CUP) approval period is at least one (1) year.

- Brookfield - CUP null and void if construction failed to be initiated within **two (2) years** (six-month extension can be approved).
- Mequon - CUP null and void after **12 months** unless the use or construction has commenced.
- Germantown - CUP lapsed after **12 months** if use has not commenced.
- Sussex - CUP null and void after **three (3) years** unless use or construction substantially

underway.

- New Berlin - CUP expires within **12 months** if construction, activity, or preparation of land has not commenced. (twelve-month extension may be granted).
- Whitefish Bay - CUP automatically revoked within **two (2) years** if operation has not commenced or improvements developed.

**Application Specifics:**

Proposed text amendments:

Under 122-66(h)(2), the conditional use permit shall lapse if a building permit or occupancy permit for the conditional use permit has not been issued within ~~**180 days**~~ one (1) year following the issuance of the permit; however, the zoning administrator may extend the term of the permit by not more than 60 days upon written application for the extension by the holder of the permit, when the applicant establishes reasonable cause for the granting of the extension.

Under 122-66(h)(3), the conditional use permit shall lapse if the use ceases for longer than ~~180 consecutive days~~ one (1) year.

Under 122-66(k)(1), the conditional use permit shall lapse if a building permit or occupancy permit for the conditional use has not been issued within ~~**180 days**~~ one (1) year following the issuance of the conditional use permit; however, ~~the village board, after recommendation by the plan commission~~ the zoning administrator, may extend the term of the conditional use permit by not more than 60 days upon written application for the extension by the holder of the permit, when the application establishes reasonable cause for the granting of the extension. The conditional use permit shall lapse if a conditional use ceases for longer than ~~180 consecutive days~~ one (1) year.

See attached draft ordinance. If the Plan Commission makes a recommendation on these proposed revisions, a public hearing will be scheduled for January 6, 2025, at the Village Board regarding the Plan Commission's recommendation under Section 122-68.

**Additional Information:**

**Requested Action by Commission/Committee/Board:**

Staff recommends the Plan Commission recommend the Village Board of Trustees adopt an Ordinance amending Section 122-66 (h)(2) & (k)(1) - Standards and Revocation and Termination of Conditional Use Permits of the Municipal Code.

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Surrounding Communities CUP

Draft Ordiance

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**1. Brookfield**

O. Duration of Conditional Use Permit. All conditional use permits as approved shall run with the land unless sooner revoked or abandoned pursuant to subsection (Q) or (U) of this section or declared null and void pursuant to subsection (R) of this section.

Q. Abandonment of Conditional Use. If a conditional use is **abandoned for a period of one year** or more, the conditional use permit shall automatically expire. The permit holder shall notify the department in writing within thirty (30) days if the holder's conditional use is abandoned or discontinued and the date of the abandonment or discontinuance.

R. Time Limits on Development. **The start of construction**, if applicable, of all conditional uses **shall be initiated within two years** of their approval by the common council. A conditional use permittee shall have a valid occupancy permit within two years of the initial issuance of a building permit. Failure to initiate construction or have a valid occupancy permit by said time frames shall render the conditional use permit null and void. The common council may grant an extension of these time limitations for six months if the permittee files a written request for extension sixty (60) days prior to expiration of the time period and demonstrates good cause. Such extension request shall include a timeline or schedule for obtaining necessary permits, receiving state and municipal approvals, and completing construction.

**2. Mequon**

(f)Termination.

(1)Where the planning commission has approved or conditionally approved an application for a conditional use, such approval shall become null and void **within 12 months** of the date of the planning commission's action unless the use is commenced, construction is underway or the current owner possesses a valid building permit under which construction is commenced within six months of the date of issuance and which shall not be renewed unless construction has commenced and is being diligently pursued.

(2) Where a permitted conditional use is **discontinued for a period of 12 consecutive or 36 cumulative months**, the conditional use grant shall automatically expire and any future use shall conform to the regulations of the district in which it is located.

**3. Germantown**

PERMIT LAPSES.

(a) Except under the following conditions, if substantial construction or other activities necessary to implement a use authorized by a conditional use permit and/or the use **has not commenced within 12 months** from the date approval is granted by the Village Board, and, continue toward completion in accordance with the proposed/approved timeframe, or, if said construction **or use has commenced but subsequently is stopped or abandoned for a period of 12 consecutive or cumulative months,** the conditional use permit shall be deemed to have lapsed and all other Village permits and/or approvals granted subsequent to such conditional use permit approval shall expire and be null and void.

**4. Sussex**

115-174Period of validity of approval.

Approval of a conditional use under this article shall be valid for a period of **three years** after the date of approval and thereafter shall become null and void unless construction or use is substantially underway during said three-year period. Any conditional use shall expire upon abandonment or expiration of the use. Construction shall be deemed to be "substantially underway" if the right-of-way has been cleared, the roadways, internal streets and/or parking areas have been rough-graded, the drainage system and/or stormwater management facilities have been rough-graded and erosion and sediment control measures are in place and being actively maintained.

**5. New Berlin**

Expiration. A conditional use permit shall expire if, **within 12 months** of the date of the approval, the proposed construction, activity or preparation of land has not commenced. The Plan Commission or Community Development Authority may grant an **extension of up to 12 months to the time limit upon the showing of a good-faith effort to develop the use by the applicant**. Additional extensions may be requested and may only be approved upon review by the Plan Commission or Community Development Authority, when all applicable fees are paid and when the applicant demonstrates a valid cause acceptable to the Plan Commission or Community Development Authority. The request for extension must be received prior to the expiration of the original extension. Requests for an extension submitted after permit expiration shall not be considered.

**6. Whitefish Bay**

A conditional use permit shall be automatically revoked if:

(a) All buildings and other improvements authorized by the conditional use permit have not been developed, and the conditional use has not commenced operation**, within two years** of final site plan approval, unless the Commission has extended this period by request of the applicant based on reasons beyond the reasonable control of the applicant.

(b) Once initially made operational, the operation of the conditional use has been **discontinued for a period exceeding one year.** The burden of proof shall be with the conditional use permit holder or operator to conclusively demonstrate that the conditional use was operational during this period.


1.https://www.codepublishing.com/WI/Brookfield/html/Brookfield17/Brookfield17108.html#:~:text=If%20a%20conditional%20use%20is%20abandoned%20for,the%20conditional%20use%20permit%20shall%20automatically%20expire.

2.https://library.municode.com/wi/mequon/codes/code_of_ordinances?nodeId=PTIICOOR_CH58PLDERE_ARTIIADEN_DIV3COUS_S58-88PR

3.https://www.germantownwi.gov/DocumentCenter/View/2827/Ordinance-10-2018-Amend-Sections-1742-1751-and-1753

4.https://sussexcountyde.gov/sites/default/files/ordinances/o2053.pdf

https://ecode360.com/8884880#8884941

5.https://ecode360.com/7768944#7768944

6.https://ecode360.com/33298370#33298522

27. A Letter of Credit or other financial guarantee must be provided in accordance to the development agreement prior to construction of any public utilities or improvements.
28. Detailed utility, street, grading and stormwater management plans are required. Further engineering review is needed once these plans are submitted.
29. The facilities layout for electric, telephone, and cable shall confform to section 94-155 of the municipal code.

**Vote:** 4 - 0 Motion Carried

Consideration of a recommendation to the Village Board of Trustees regarding an Ordinance amending Section 122-66 (h)(2),(3) & (k)(1) - Standards and Revocation and Termination of Conditional Use Permits.

Motion by Commissioner Chris Rolenc, second by Commissioner Paul Curtiss to recommend the Village Board of Trustees adopt an Ordinance amending Section 122-66 (h)(2) & (k)(1) - Standards and Revocation and Termination of Conditional Use Permits of the Municipal Code.

**Vote:** 4 - 0 Motion Carried

ADJOURNMENT

Motion by Commissioner Chris Rolenc, second by Commissioner Paul Curtiss to adjourn the meeting at 8:02 pm.

**Vote:** 4 - 0 Motion Carried

Submitted by Amy Bennett
Minutes transcribed by Amy Bennett
Minutes approved on 12/10/24

**Village of Menomonee Falls Ordinance No. ____-O-25**

**AN ORDINANCE AMENDING SECTION 122-66 OF THE MUNICIPAL CODE REGARDING CONDITIONAL USE PERMIT.**

**WHEREAS,** this zoning ordinance was reviewed by the Village Plan Commission on the 12th day of November, 2024 and a public hearing was held on the 6th day of January, 2025;

**WHEREAS,** it is deemed to be in the best interest of the Village of Menomonee Falls that the Municipal Code of the Village of Menomonee Falls be further modified and amended in the manner hereinafter more particularly set forth;

**NOW, THEREFORE,** the Board of Trustees of the Village of Menomonee Falls does hereby ordain as follows:

**Section 1.** Subsection 122-66(h)(2) & (3) of Section 122-66 [**Conditional Use Permit**] of Chapter 122 [**Zoning**] of the Menomonee Falls Municipal Code is hereby repealed and recreated as follows:

(h) Standards. The following standards apply to every conditional use permit to ensure ample authority is preserved and applicable laws are followed:

(2) The conditional use permit shall lapse if a building permit or occupancy permit for the conditional use permit has not been issued within one (1) year following the issuance of the permit; however, the zoning administrator may extend the term of the permit by not more than 60 days upon written application for the extension by the holder of the permit, when the applicant establishes reasonable cause for the granting of the extension.

(3) The conditional use permit shall lapse if the use ceases for longer than one (1) year.

**Section 2.** Subsection 122-66(k)(1) of Section 122-66 [**Conditional Use Permit**] of Chapter 122 [**Zoning**] of the Menomonee Falls Municipal Code is hereby repealed and recreated as follows:

(k) Revocation and termination of conditional use permits.

(1) The conditional use permit shall lapse if a building permit or occupancy permit for the conditional use has not been issued within one (1) year following the issuance of the conditional use permit; however, the zoning administrator may extend the term of the conditional use permit by not more than 60 days upon written application for the extension by the holder of the permit, when the application establishes reasonable cause for the granting of the extension. The conditional use permit shall lapse if a conditional use ceases for longer than one (1) year.

**Section 3.** Except as specifically modified and amended by this ordinance, the Municipal Code of the Village of Menomonee Falls shall remain in force and effect exactly as originally adopted and previously amended. All ordinances or parts of ordinances inconsistent with or in contravention of the provisions of this ordinance are hereby repealed.

**Section 4.** This ordinance shall take effect and be in full force from and after its passage and publication.

**Section 5.** **SEVERABILITY**. If any section, clause, provision or portion of this ordinance is adjudged unconstitutional or invalid by a court of competent jurisdiction, the remainder of this chapter shall not be affected thereby.

Adopted by the Board of Trustees of the Village of Menomonee Falls on the 6th day of January, 2025.

By_____
Jeremy Walz, Village President

Date Posted: _____

Attest_____
Amy Dishinger, Village Clerk

**Village Board - Regular** **7. b.**

**Meeting Date:** 01/06/2025

**Topic:** The Courtyard at Menomonee Falls Community Living Arrangement Conditional Use Permit

**From:** Amy Bennett, Planner/Zoning Administrator

**Department:** Community Development

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## Information

**Subject:**

A Public Hearing to consider the Plan Commission's recommendation on the request of Ariel Anbar Of Andev Group, LLC for the Courtyard of Menomonee Falls to allow a community living arrangement for 16 or more people, within 2,500 feet of another facility and to exceed 1% of the Village's total population, located adjacent to and at N72W13247 Good Hope Road. The subject parcels are identified by Tax Keys 94.999.004 & 94.999.003.

**Action Item:**

Re-Approve and extend the term of a granted Conditional Use Permit allowing a community living arrangement for 16 or more people, within 2,500 feet of another facility and to exceed 1% of the Village's total population, located adjacent to and at N72W13247 Good Hope Road.

**Issues for Consideration/Background Information:**

On September 10, 2024, the Plan Commission, with a 5-1 vote, recommended the Village Board approve the Conditional Use Permit allowing a community living arrangement for 16 or more people, within 2,500 feet of another facility and to exceed 1% of the Village's total population subject to:

1. A rezoning of the site to CV-2 Civic Institutional District is required to accommodate the new use along with amending the Village’s Comprehensive Plan from Mixed Use to Institutional.
2. This Permit shall be void unless, pursuant to the Zoning Code of the Village, Building and Zoning Use Permits in conformity to this Permit, are obtained within six (6) months of the date hereon, the date on which the Conditional Use Permit was granted.
3. This Permit is subject to amendment and termination in accordance with the provisions of the Zoning Code of this Village.
4. Construction and operation of the use granted shall be in strict conformity to the approved site, building and operation plans filed with the Village Board in connection with the Petition for this Permit.
5. The conditional use and structure are in accordance with the purpose and intent of this

Ordinance, and is found to be not hazardous, harmful, offensive or otherwise adverse to the environment or the value of the neighborhood or the community.

6. A permit will be required from Waukesha County for the driveway access onto Good Hope Road (C.T.H.”W”).
7. Mary Dale Drive shall be properly ended with a turnaround meeting Village requirements with all necessary road right-of-way dedicated to the Village.
8. The storm sewer which captures the drainage from Mary Dale Drive will have to be rerouted and reconstructed.
9. Wisconsin DNR – NR 151 requirements must be met and a Notice of Intent (NOI) needs to be submitted to the Wisconsin DNR for NR 216 Permit Coverage. A copy of the DNR certificate of permit coverage is to be forwarded to the Village Engineering Department prior to issuance of the Village Erosion Control Permit.
10. Stormwater management meeting the Village’s stormwater ordinance and MMSD Chapter 13 rules must be provided for the development.
11. The site will need to be analyzed for stormwater infiltration per Wisconsin DNR Technical Standard 1002 of the NR 151 guidelines.
12. Wisconsin DNR NR 151 requirements must be met for water quality management.
13. A Village Stormwater Permit is required. A Stormwater Permit Application must be submitted with the permit review fee as required by the Village’s stormwater ordinance.
14. The Stormwater Management Plan must be submitted to and approved by the Village and MMSD prior to starting construction.
15. A Stormwater Management Facilities Operation and Inspection Report and as-built plan shall be provided to the Village Engineering Department within 30 days after completion of the stormwater detention pond.
16. A wetland delineation will have to be done.
17. Wetland fill permits from the Wisconsin DNR must be obtained by the Developer before disturbing or filling any wetlands.
18. A Village Erosion Control Permit is required.
19. A Village Road Cut Permit is required prior to any utility construction within the public sanitary sewer and water main easement.
20. Any existing sewer and water laterals that will not be utilized must be properly abandoned at the mains per requirements of the Village Utilities Department.
21. Landscaping within and around the stormwater detention ponds and any municipal sewer or water easements shall comply with the Village’s Policy for Landscaping in and Around Infrastructure and Village Landscape Design Guidelines.
22. Further engineering review is needed once detailed utility, grading and storm water management plans are submitted.

The Village Board (5-2) approved the Conditional Use Permit on October 7, 2024.

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**Attachments**

Plan Commission Staff Report and Exhibits

PC 091024 Minutes

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VILLAGE OF Menomonee Falls

**Plan Commission - Regular** **7. b.**

**Meeting Date:** 09/10/2024

**Topic:** Courtyard Community Living Arrangement Conditional Use Permit

**From:** Amy Bennett, Planner/Zoning Administrator

**Department:** Community Development

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**Subject:**

Consideration of a recommendation to the Village Board of Trustees on the request of **ARIEL ANBAR OF ANDEV GROUP, LLC** for the Courtyard of Menomonee Falls, for a Conditional Use Permit to allow a community living arrangement for 16 or more people, within 2,500 feet of another facility and to exceed 1% of the Village's total population, located adjacent to and at N72W13247 Good Hope Road. The subject parcels are identified by Tax Keys 94.999.004 & 94.999.003.

**Background Information:**

Andev Group, LLC is the contract purchaser of the approximately 8.9-acre parcel located on Good Hope Rd., just west of Appleton Ave. and an approximately 1-acre parcel adjoining it to the east located at N72W13247 Good Hope Rd. The attached proposal is for a total of 118-unit senior living facility to be operated as a Community Based Residential Facility (CBRF) and Residential Care Apartment Complex (RCAC) under Wisconsin Statutes. The large property at this location is currently undeveloped land and the one-acre lot is currently occupied by a single-family residence. The proposed purchaser of the property is Andev Group, LLC who would be purchasing in order to construct the facility to be operated by Encore Senior Living.

The building will house a licensed CBRF containing an assisted living section with 36 units and a memory care section with 24 units. The RCAC side of the building will contain 58 apartments of which 2 are studio units, 40 are 1-bedroom units, and 16 are 2-bedroom units. Parking has been designed for the facility with 118 total spaces including 58 indoor garages and 60 surface parking spaces.

The day shift is the maximum staffed shift and includes approximately 30 full-time employees. Including all shifts, the total number of new jobs created will be more than 64. Shifts will most likely operate on a 7-3, 3-11 and 11-7, 24-hour rotation.

**Application Specifics:**

The approximate 10-acre area of the combined existing parcels is currently zoned R-3 Single Family Residential District. A rezoning of the site to CV-2 Civic Institutional District is required to accommodate the new use. The applicant is also requesting to amend the Village's Comprehensive Plan from Mixed Use land use classification to Institutional land use classification along with the Conditional Use approval for a community living arrangement facility for more than 16 people. The proposed development is located within 2,500 feet of another community living facility and, if approved, the total number of CBRF units within the Village would exceed 1% of the Village's total population. The applicant is requesting the Village Board waive those statutory limitations adopted by the Village under Section 122-430(a)(4).

*Section 122-430(a)(4)c. The number of community living arrangements shall not exceed 25 or one percent of the village's population, whichever is greater. When the capacity of the community living arrangement reaches that total, the village may prohibit additional community living arrangements from locating in the village. Agents of a facility may apply for an exception to the requirements of this subsection, and such exception may be granted at the discretion of the village.*

**Additional Information:**

*Sec.122-66(h) Conditional Use Permit Standards. The following standards apply to every conditional use permit to ensure ample authority is preserved and applicable laws are followed:*

*(1)The conditional use permit shall become effective upon approval by the Village Board.*
*(2)The conditional use permit shall lapse if a building permit or occupancy permit for the conditional use permit has not been issued within 180 days following the issuance of the permit; however, the zoning administrator may extend the term of the permit by not more than 60 days upon written application for the extension by the holder of the permit, when the applicant establishes reasonable cause for the granting of the extension.*
*(3)The conditional use permit shall lapse if the use ceases for longer than 180 consecutive days.*
*(4)Construction and operation of the use(s) granted shall be in strict conformity to the approved site, building and operation plans filed with the village in connection with the petition(s) for this permit.*
*(5)The conditional use permit and any related structure shall be constructed, maintained, and operated in accordance with the purpose and intent of this ordinance.*
*(6)The conditional use permit and any related structure shall not be or become hazardous, harmful, offensive or otherwise adverse to the environment or the value of the neighborhood or the community.*
*(7)The conditional use permit shall not impair an adequate supply of light or air to adjacent properties, substantially increase congestion in public streets, increase the danger of fire, endanger public safety, or substantially diminish or impair property values within the neighborhood.*
*(8)Any condition imposed shall be related to the purpose of this chapter, be based on substantial evidence, and be measurable to the extent practicable.*
*(9)The requirements and conditions must be reasonable; and to the extent practicable, must be measurable. Requirements and conditions may include conditions such as the permits duration, transfer, renewal, or any other condition specified in the zoning ordinance or by the decision-making bodies.*
*(10)Conditions may be imposed to protect the health, safety, morals, prosperity, aesthetics and general welfare of the neighborhood and the village.*
*(11)Conditions may be imposed to protect the public interest and preserve property*

*values.*
*(12)A conditional use permit may be issued for a limited period of time, and restrict the ability of the applicant to transfer or renew the permit.*
*(13)Any violation(s) of the conditions of a conditional use permit will also be considered a violation of the zoning ordinance, and subject to sanctions or penalties in addition to any described in this article.*

The proposed request was forwarded to the Engineering and Development, Police, Fire and Utility Departments for review. Although the following comments would pertain to the development of the parcel, and not the requested rezoning itself, they are still provided so that the applicant has a better understanding of the requirements if they continue to move forward with the project.

- A rezoning of the site to CV-2 Civic Institutional District is required to accommodate the new use along with amending the Village's Comprehensive Plan from Mixed Use to Institutional.

- This Permit shall be void unless, pursuant to the Zoning Code of the Village, Building and Zoning Use Permits in conformity to this Permit, are obtained within six (6) months of the date hereon, the date on which the Conditional Use Permit was granted.

- This Permit is subject to amendment and termination in accordance with the provisions of the Zoning Code of this Village.
- Construction and operation of the use granted shall be in strict conformity to the approved site, building and operation plans filed with the Village Board in connection with the Petition for this Permit.
- The conditional use and structure are in accordance with the purpose and intent of this Ordinance, and is found to be not hazardous, harmful, offensive or otherwise adverse to the environment or the value of the neighborhood or the community.
- A permit will be required from Waukesha County for the driveway access onto Good Hope Road (C.T.H."W").
- Mary Dale Drive shall be properly ended with a turnaround meeting Village requirements with all necessary road right-of-way dedicated to the Village.
- The storm sewer which captures the drainage from Mary Dale Drive will have to be rerouted and reconstructed.
- Wisconsin DNR – NR 151 requirements must be met and a Notice of Intent (NOI) needs to be submitted to the Wisconsin DNR for NR 216 Permit Coverage. A copy of the DNR certificate of permit coverage is to be forwarded to the Village Engineering Department prior to issuance of the Village Erosion Control Permit.
- Stormwater management meeting the Village's stormwater ordinance and MMSD Chapter 13 rules must be provided for the development.
- The site will need to be analyzed for stormwater infiltration per Wisconsin DNR Technical Standard 1002 of the NR 151 guidelines.
- Wisconsin DNR NR 151 requirements must be met for water quality management.
- A Village Stormwater Permit is required. A Stormwater Permit Application must be submitted with the permit review fee as required by the Village's stormwater ordinance.
- The Stormwater Management Plan must be submitted to and approved by the Village and MMSD prior to starting construction.
- A Stormwater Management Facilities Operation and Inspection Report and as-built plan shall be provided to the Village Engineering Department within 30 days after completion of the stormwater detention pond.
- A wetland delineation will have to be done.
- Wetland fill permits from the Wisconsin DNR must be obtained by the Developer before

disturbing or filling any wetlands.
- A Village Erosion Control Permit is required.
- A Village Road Cut Permit is required prior to any utility construction within the public sanitary sewer and water main easement.
- Any existing sewer and water laterals that will not be utilized must be properly abandoned at the mains per requirements of the Village Utilities Department.
- Landscaping within and around the stormwater detention ponds and any municipal sewer or water easements shall comply with the Village's Policy for Landscaping in and Around Infrastructure and Village Landscape Design Guidelines.
- Further engineering review is needed once detailed utility, grading and storm water management plans are submitted.

**Requested Action by Commission/Committee/Board:**

*Section 122-66(g)(1) of the municipal code outlines the approval process for conditional use applications, and states:*
*The plan commission shall consider the application and all related information, and make a recommendation to the village board that the application be approved, modified and approved, or denied. The recommendation shall also include conditions to be placed on the use.*

Staff recommends the Plan Commission does not recommend the Village Board of Trustees approve a conditional use permit for the subject parcels for the following reasons:

1. The location of the proposed CBRF is within 2,500 feet of another memory care facility.
2. The proposed CBRF, when occupied, will exceed 1% of the Village population.
3. The Village 2015 Comprehensive Plan in the North Hills Study Area designated these parcels along with adjacent parcels along Good Hope as Mixed Use to accommodate integrated and complementary office, retail and residential uses, likely in the same building. A land use change would interrupt the potential for consistent land use in this corridor by creating an isolated zoning district.

The public hearing for the Conditional Use Permit and rezoning will be on the October 7, 2024 Village Board agenda.

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Location & Zoning Map

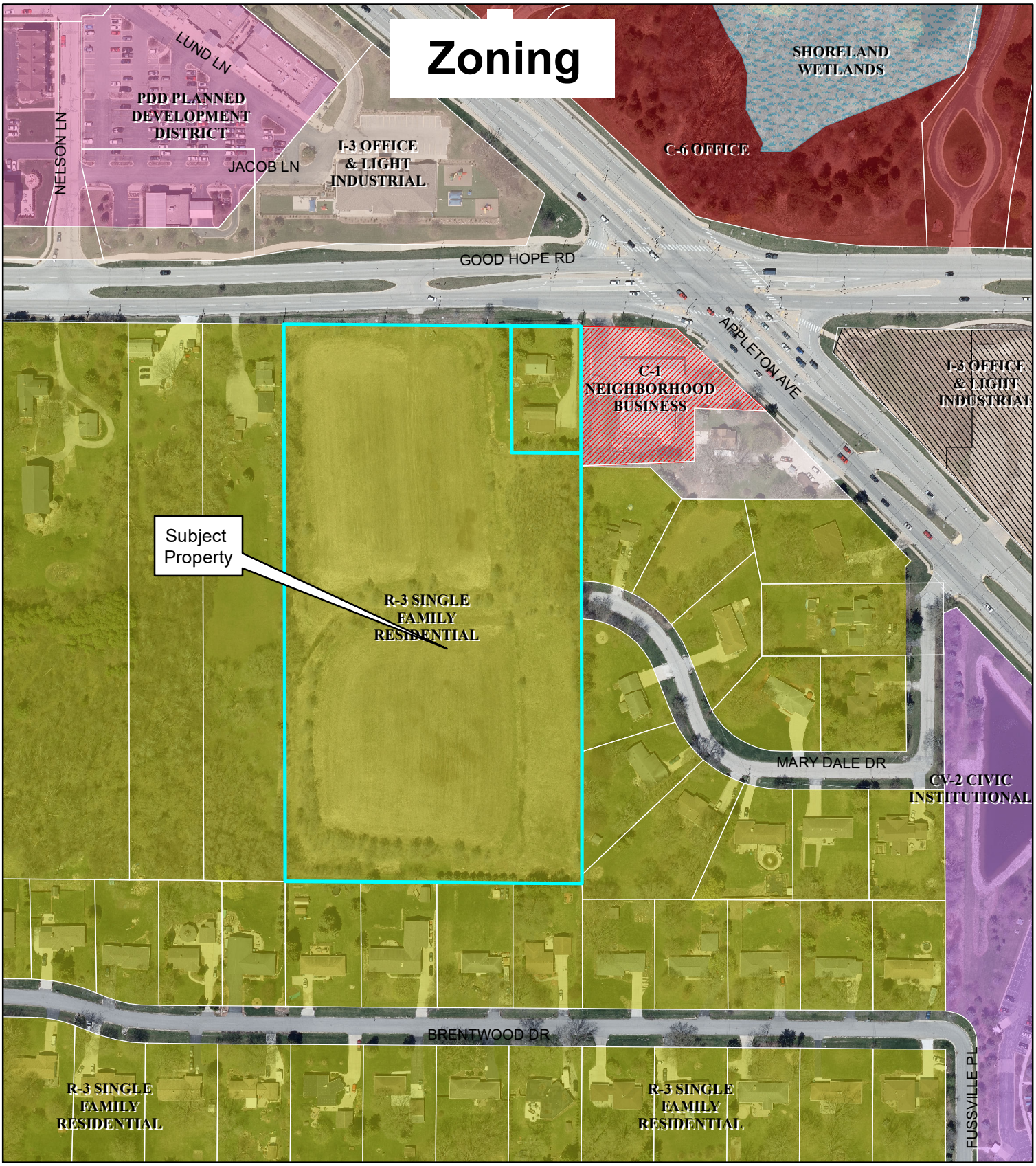
Land Use Map

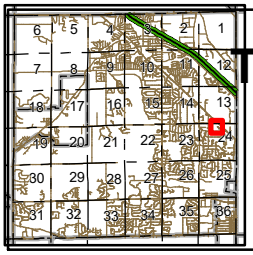
Applicant Narrative

Plans

---

# Zoning



# The Courtyard at Menomonee Falls

**N72W13247 Good Hope Road**

1 inch = 208 feet

0 200 400 Feet

N

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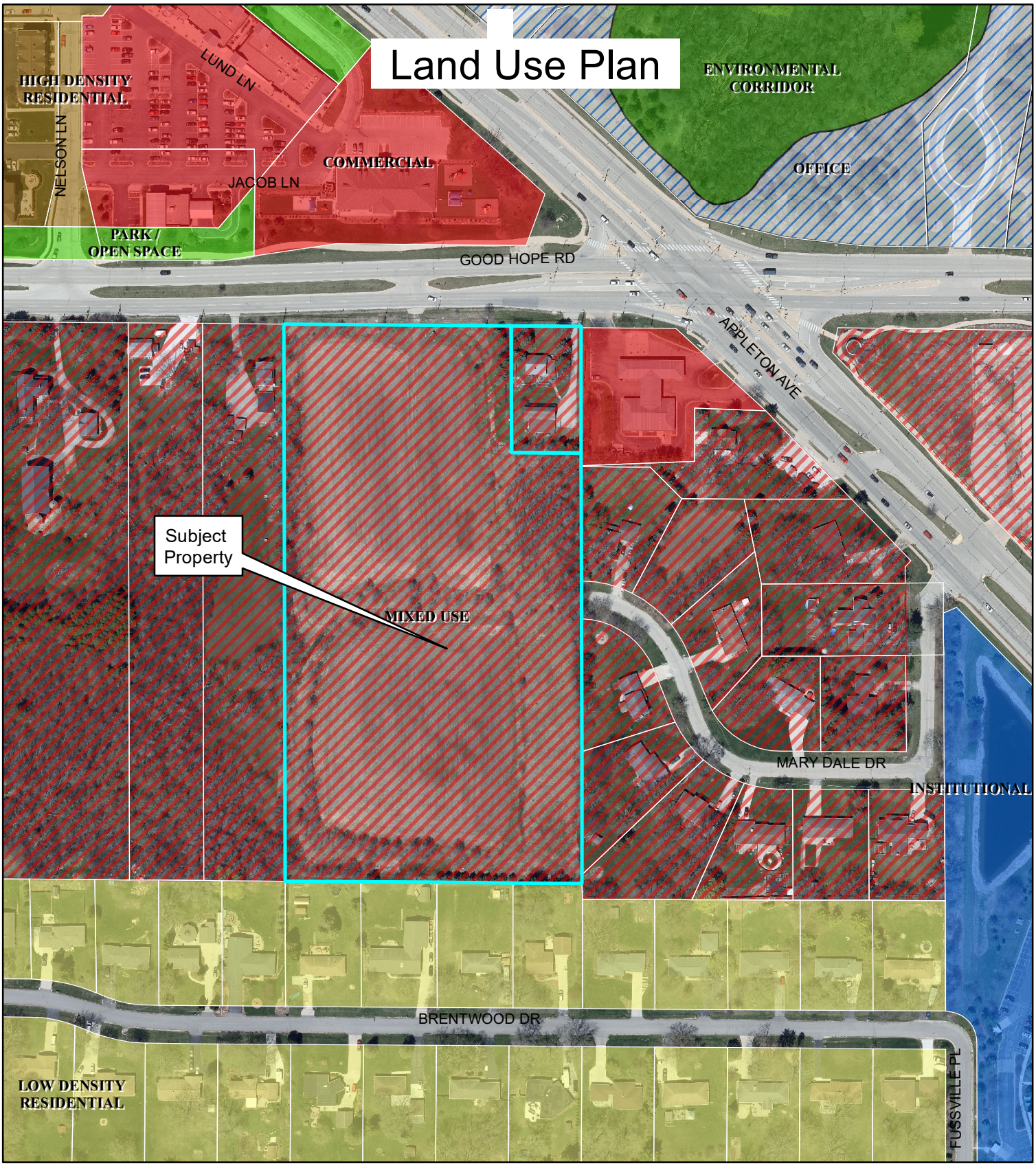
Map Accuracy: National Map Accuracy Standards

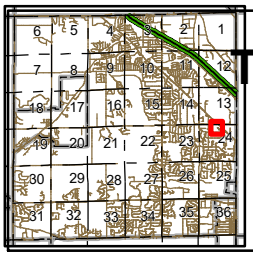
Coordinate System: State Plane Coordinate System

Datum: North American Datum, 1983

VILLAGE OF Menomonee Falls

# Land Use Plan



## The Courtyard at Menomonee Falls

**N72W13247 Good Hope Road**

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VILLAGE OF Menomonee Falls

May 9, 2024

To: Members of the Menomonee Falls Plan Commission and Village Board

**Re:** Andev Group, LLC Petitions for Amendment of Comprehensive Plan, Rezoning District Plan Amendment, and Conditional Use regarding the property located on Good Hope Road near Appleton Ave. to allow for development of a single-building Senior Residential Housing Facility containing a CBRF of 60 units and 58 RCAC apartments.

Ladies and Gentlemen,

Andev Group, LLC is the contract purchaser of the approximately 8.9-acre parcel located on Good Hope Rd., just west of Appleton Ave. and an approximately 1-acre parcel adjoining it to the east located at N72W13247 Good Hope Rd. The attached proposal is for a 118-unit senior living facility to be operated as a CBRF and RCAC under Wisconsin statutes. The large property at this location is currently undeveloped land and the one-acre lot is currently occupied by a single-family residence. The proposed purchaser of the property is Andev Group, LLC, or its nominee, who would be purchasing in order to construct and provide the facility to be operated by Encore Senior Living, one of Wisconsin's largest providers of assisted living housing and services. Andev Group, LLC is a Midwest developer of senior housing having developed multiple sites located in Wisconsin and Illinois.

The approximately 10-acre area of the combined existing site upon which the development is planned to be constructed is zoned R3 Single Family. We will require a rezoning of the site to accommodate the new use. In discussion with the Village's staff, it has been suggested that the zoning be changed to CV-2, but we are not particular about the underlying zoning of the property as long as the district will be amenable to our Conditional Use. We also seek a concordant change to the Village's Comprehensive Plan along with Conditional Use approval for a senior living facility. We understand and acknowledge that a) our proposed development is located within 2,500 feet of another senior living facility and that b) if granted the permissions sought hereunder the total number of CBRF units within the Village's confines would exceed 1% of the Village's total population. Per Menomonee Falls ordinances, we must and do hereby request that the Village Board waive those statutory prohibitions.

The site is surrounded by zoning types: I-3 Industrial across Good Hope Rd. to the North; OC-5 and R-3 s.f. residential to the East, and R-3 s.f. residential to the South and West. Based on the use of the facility, the road, and driveway design and landscaping features, the impact on neighboring parcels will be minimal.

The building will house a licensed CBRF containing an assisted living section with 36 units and a memory care section with 24 units. The RCAC side of the building will contain 58 apartments of which 2 are studios, 40 are 1-bedroom, and 16 are 2-bedroom. To meet zoning requirements, parking has been designed for the facility with 118 total spaces including 58 indoor garages and 60 surface parking spaces.

Notwithstanding the site plan design, Andev is requesting that the Plan Commission consider reducing the amount of required parking. In Andev's and Encore's extensive experience this amount of parking is more than adequate to accommodate the staff, visitors, and the very few assisted living residents who may still own a private vehicle. In addition to the parking provided, the facility will provide transportation for the residents by van or bus. Visitation is typically light, with an increase on certain holidays or special events. The day shift is the maximum staffed shift and includes approximately 30 full time employees. Including all shifts, the total number of new jobs created will be more than 64. Shifts will most likely operate on a 7-3, 3-11 and 11-7, 24-hour rotation.

As residents of the memory care units are impaired and pose a wandering risk, that section of the building is a "secure" facility. The courtyards are enclosed and building exiting is controlled. Residents needing to go off-site are supervised. Fire exits are controlled through the use of code-approved delayed egress devices.

Like the country as a whole, Menomonee Falls' population is becoming significantly older, and the demographic and social changes that are beginning to affect the village will forever alter how the community looks and feels. With an aging population, this community will face both new opportunities and challenges in responding to older people's needs and wishes. Virtually all ratings and rankings of the best municipalities in which to live give significant weight to the availability and quality of senior housing within; with more being better.

One out of eight people aged 65 and older (13 percent) has Alzheimer's disease. As older people move toward retirement, local governments, community and health organizations and families are becoming more aware of the challenges of our aging population:

- Local governments are realizing the demand for accessible, age-friendly infrastructure and transportation options.

- Families are navigating the social and economic challenges of parents and grandparents that require extra care and who may have to move from their homes and communities to access services and specialized accommodations.

All of ANDEV Group's senior housing establishments are conceived and designed specifically to meet the needs of the growing segment of the senior population, many of whom are no longer capable of independently performing activities of daily living such as cooking, cleaning, laundry, dressing, bathing, etc. but are not so ill or incapacitated that they need full-time nursing care. Additionally, many of these older persons suffer from dementia and memory loss. These people are at risk to themselves as they become easily confused, disoriented and lost. They are not, however, in need of being placed in a nursing home. Assisted living housing provides a safe and protective environment for them in which their needs can be met while maintaining a residential setting for their comfort.

Older adults are a vibrant cohort of all communities and contribute to the economy, support extended families, participate in volunteerism, and generally enhance the social health of our neighborhoods. By encouraging creative housing solutions such as assisted living communities, transportation alternatives,

and social and recreational programs we have the opportunity to play an important role in facilitating the ability of older adults to age in place in Menomonee Falls.

With respect to the factors applicable to the Conditional Use Permit contained within the Village of Menomonee Falls' ordinance section 122-66 for Andev's proposed Senior Living Community, we state the following:

(1) We believe that the project is consistent with the intent and purposes of the chapter and, specifically according to the provisions of Menomonee Falls' ordinances to provide a variety of safe and secure senior housing alternatives for an aging population within a single integrated community.

(2) The project is consistent with applicable land-use policies contained in the Village's Comprehensive Plan of current adoption in that all building codes and zoning restrictions will be as approved by the Village Board.

(3) The project, as can be seen from the elevations has been designed, and will be constructed, landscaped, operated, and maintained to be harmonious and appropriate in appearance with the existing or intended character of the general vicinity and that such a use will not change the essential character of the same area. This area is currently vacant land covered with vegetation that is of no particular character and will improve that character with engineered stormwater control management, an aesthetically pleasing building, and professionally designed landscapes.

(4) The project will not adversely affect or be hazardous to existing neighboring uses. Andev will have met with the neighbors and their representatives prior to presenting its application to the Plan Commission to ensure that their questions, opinions, and preferences are heard and satisfactorily addressed. The developer has been informed that the primary concern of the residents of the single-family homeowners that will be nearest to the project is that stormwater ponding be addressed such that there is no adverse impact to their properties. The project design will respect this concern.

(5) The project will not be detrimental to the economic welfare of surrounding properties or the community. To the contrary, the project anticipates the direct creation of approximately 64 new jobs and will support local businesses and suppliers – generating increased sales and real estate taxes that will benefit the residents of the entire village. Addressing certain elements of the ordinance, the developer states that:

> The number of office employees will be 10.
>
> The number of manufacturing employees will be zero.
>
> The breakdown of full and part-time employees is 51 Full Time and 13 Part Time.
>
> The type and location of hazardous products or chemicals is none. Only household cleaners and chemicals are used.
>
> There is no outside storage shown on the site plan, just a trash enclosure.

ANDEV GROUP
real estate development

The type and location of any vehicles used in the business is an executive limo-type passenger car and a handicap equipped bus/van.

The type, quantity, lumen intensity and height of all luminaries will be depicted on the site plan's photometric page during full plan review.

(6) The project is adequately served by public facilities, such as existing roads, schools, stormwater drainage, public safety, public transportation, and public recreation, or that the persons or agencies responsible for the establishment of the proposed use shall be able to provide any such service. All of the utilities necessary for the project's construction and maintenance will be extended to the site and are sized of sufficient capacity to accommodate the needs of the proposed new community.

(7) The project is adequately served by public sanitation facilities. The same factors listed above regarding roads, stormwater, etc. are applicable to the availability and capacity of the water main and sanitary sewer connections.

(8) The project will not involve uses, activities, processes, materials, and equipment and conditions of operation that will be detrimental to any persons, property, or the general welfare by reason of excessive production of traffic, noise, smoke, fumes, glare, or odors. The project has been specifically designed and engineered to provide all necessary traffic improvements. The project will be served by local waste facilities.

(9) The project will not directly or indirectly have a substantial adverse impact on the natural resources of the village, including, but not limited to, prime agricultural soils, water recharge areas, lakes, rivers, streams, major forests, wetlands, and wildlife areas, all of which are being respected and/or properly mitigated.

I am available to answer questions or provide further clarification, if necessary,

Very truly yours,

Michael D. Samuels, authorized agent for
Andev Group, LLC

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you got it.™

# THE COURTYARD AT MENOMONEE FALLS

Good Hope Road

## BUILDING INFORMATION

OVERALL BUILDING
BUILDING FOOTPRINT: 93,391 SF
PORTICO: 933 SF

FIRST FLOOR SF = 93,391 SF
SECOND FLOOR SF = 40,510 SF
TOTAL SF = 133,321 SF (134,254 SF INCLUDING PORTICO)

CBRF = 60 UNITS
MEMORY CARE: 24 UNITS
ASSISTED LIVING: 36 UNITS

RCAC = 58 APARTMENTS
STUDIO APARTMENTS: 2
1-BED APARTMENTS: 40
2-BED APARTMENTS: 16

## 1 A101 FIRST FLOOR PLAN

SCALE: 1" = 20'-0"

NOT FOR CONSTRUCTION


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PROPOSED PROJECT FOR:

# THE COURTYARD AT MENOMONEE FALLS

Good Hope Road

REVISIONS

| # | DATE | |
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| Project Number | 24-1043 |
| Date | 05/09/2024 |
| Drawn By | VP |
| Checked By | KK |

OVERALL FIRST FLOOR PLAN

A101

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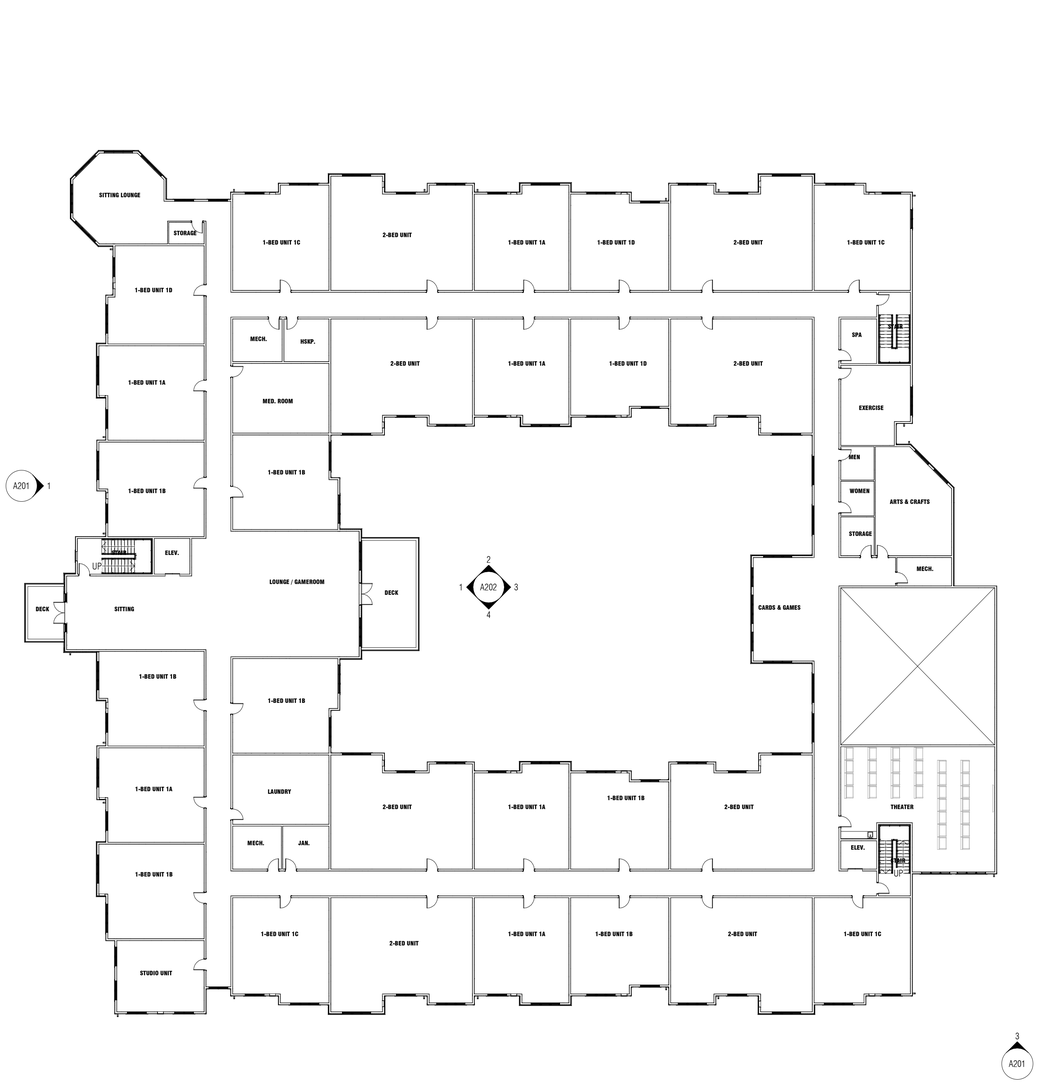


1 A102 **SECOND FLOOR PLAN**

SCALE: 1" = 20'-0"

## BUILDING INFORMATION

**OVERALL BUILDING**
BUILDING FOOTPRINT: 93,391 SF
PORTICO: 933 SF

FIRST FLOOR SF = 93,391 SF
SECOND FLOOR SF = 40,510 SF
**TOTAL SF = 133,321 SF (134,254 SF INCLUDING PORTICO)**

**CBRF = 60 UNITS**
MEMORY CARE: 24 UNITS
ASSISTED LIVING: 36 UNITS

**RCAC = 58 APARTMENTS**
STUDIO APARTMENTS: 2
1-BED APARTMENTS: 40
2-BED APARTMENTS: 16

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PROPOSED PROJECT FOR:

# THE COURTYARD AT MENOMONEE FALLS

Good Hope Road

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| Project Number | 24-1043 |
| Date | 05/09/2024 |
| Drawn By | VP |
| Checked By | KK |

**OVERALL SECOND FLOOR PLAN**

**A102**

**NOT FOR CONSTRUCTION**

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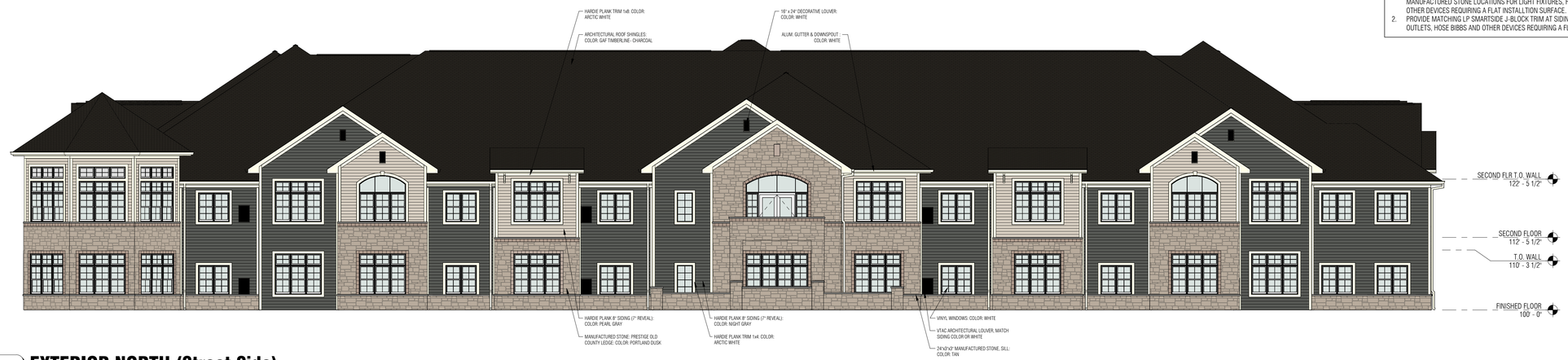
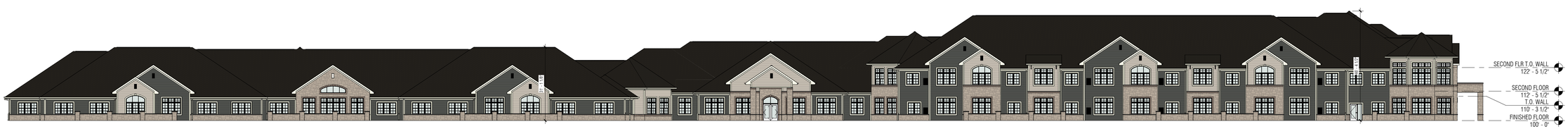
## EXTERIOR ELEVATION GENERAL NOTES

1. PROVIDE MANUFACTURED STONE OUTLET, LIGHT BOX OR FLAT STONE TRIM WHERE REQUIRED IN MANUFACTURED STONE LOCATIONS FOR LIGHT FIXTURES, HOSE BIBBS, EXTERIOR OUTLETS AND OTHER DEVICES REQUIRING A FLAT INSTALLTION SURFACE.
2. PROVIDE MATCHING LP SMARTSIDE J-BLOCK TRIM AT SIDING WHERE REQUIRED FOR LIGHTS, OUTLETS, HOSE BIBBS AND OTHER DEVICES REQUIRING A FLAT INSTALLTION SURFACE.



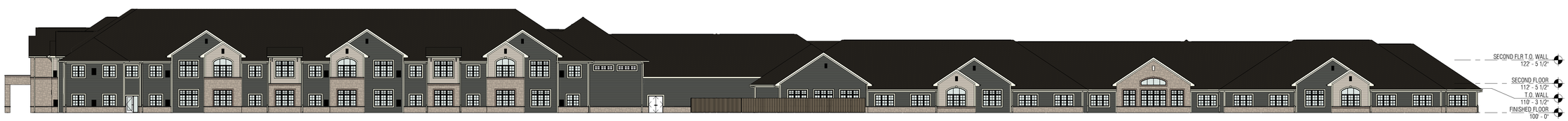

**1 / A201** EXTERIOR NORTH (Street Side)

SCALE: 1" = 10'-0"




**2 / A201** EXTERIOR EAST (Entry)

SCALE: 3/64" = 1'-0"




**3 / A201** EXTERIOR WEST

SCALE: 3/64" = 1'-0"

**4 / A201** EXTERIOR SOUTH

SCALE: 1" = 10'-0"

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PROPOSED PROJECT FOR:

# THE COURTYARD AT MENOMONEE FALLS

Good Hope Road

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| Drawn By | VP |
| Checked By | KK |

**EXTERIOR ELEVATIONS**

**A201**

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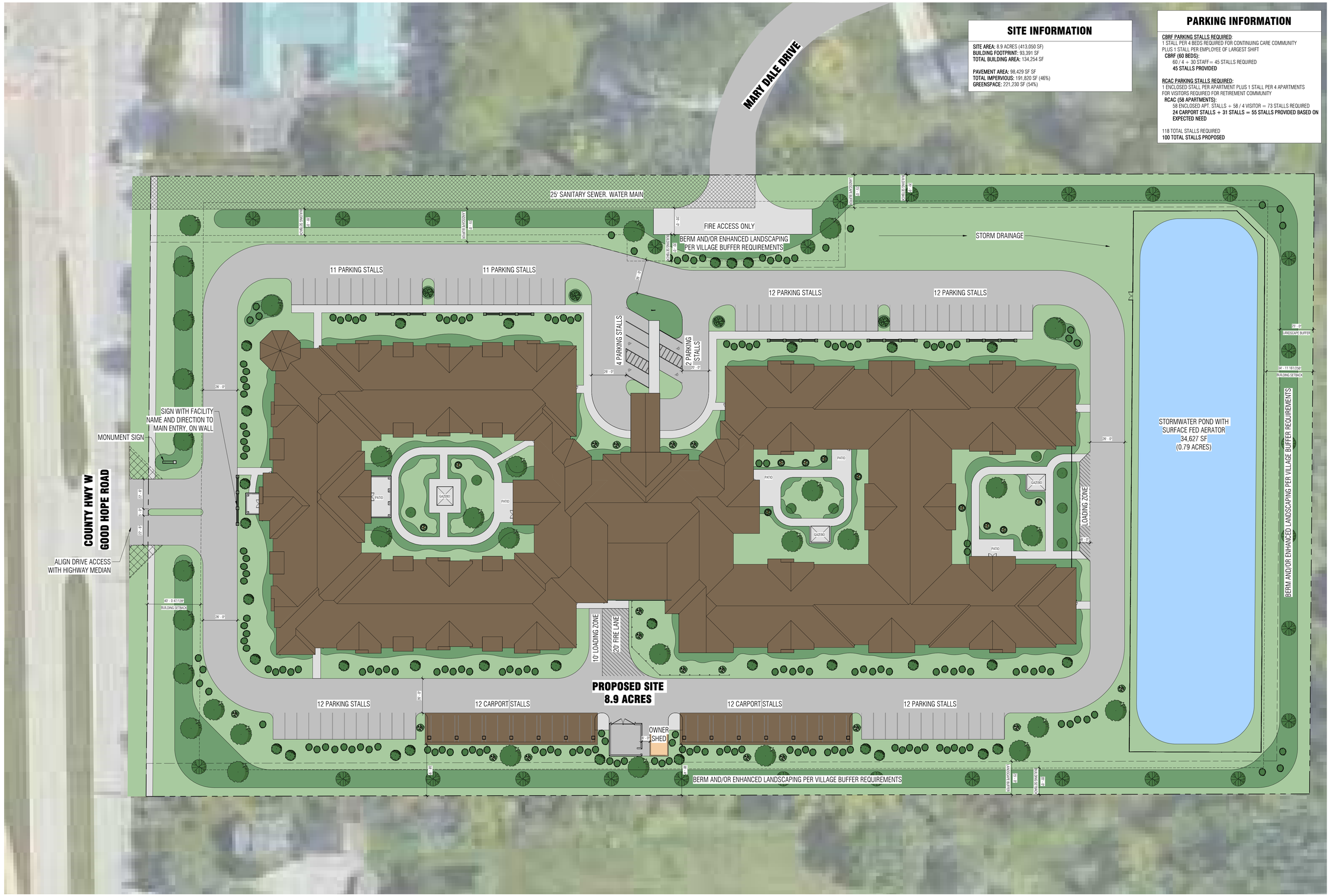


## SITE INFORMATION

**SITE AREA:** 8.9 ACRES (413,050 SF)
**BUILDING FOOTPRINT:** 93,391 SF
**TOTAL BUILDING AREA:** 134,254 SF

**PAVEMENT AREA:** 98,429 SF SF
**TOTAL IMPERVIOUS:** 191,820 SF (46%)
**GREENSPACE:** 221,230 SF (54%)

## PARKING INFORMATION

**CBRF PARKING STALLS REQUIRED:**
1 STALL PER 4 BEDS REQUIRED FOR CONTINUING CARE COMMUNITY
PLUS 1 STALL PER EMPLOYEE OF LARGEST SHIFT
**CBRF (60 BEDS):**
60 / 4 + 30 STAFF = 45 STALLS REQUIRED
**45 STALLS PROVIDED**

**RCAC PARKING STALLS REQUIRED:**
1 ENCLOSED STALL PER APARTMENT PLUS 1 STALL PER 4 APARTMENTS
FOR VISITORS REQUIRED FOR RETIREMENT COMMUNITY
**RCAC (58 APARTMENTS):**
58 ENCLOSED APT. STALLS ÷ 58 / 4 VISITOR = 73 STALLS REQUIRED
**24 CARPORT STALLS + 31 STALLS = 55 STALLS PROVIDED BASED ON EXPECTED NEED**

118 TOTAL STALLS REQUIRED
**100 TOTAL STALLS PROPOSED**


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PROPOSED PROJECT FOR:

# THE COURTYARD AT MENOMONEE FALLS

GOOD HOPE ROAD,
MENOMONEE FALLS, WI 53051

REVISIONS

| # | DATE | |
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| Project Number | 24-1043 |
| Date | 05/09/2024 |
| Drawn By | VP |
| Checked By | KK |

**ARCHITECTURAL SITE PLAN**

**AS101**

1
AS101

## ARCHITECTURAL SITE PLAN

SCALE: 1/32" = 1'-0"

**NOT FOR CONSTRUCTION**

C:\Users\vphillips\Documents\24-1043_The Courtyard at Menomonee Falls_vphillipsMU5VT.rvt

7/10/2024 3:07:10 PM

* THIS IS AN ARTISTIC RENDERING ONLY.

Ganther SINCE 1900
CONSTRUCTION | ARCHITECTURE
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# THE COURTYARD AT MENOMONEE FALLS

GOOD HOPE ROAD,
MENOMONEE FALLS 53051

*THE PROPOSED CARPORT FOR THE COURTYARD AT MENOMONEE FALLS WILL BE SIMILAR TO THE ONE IN THE PICTURES, BUT WILL NOT MATCH EXACTLY.

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# THE COURTYARD AT MENOMONEE FALLS

GOOD HOPE ROAD,
MENOMONEE FALLS 53051

safety around the storm pond, safety of memory care residents and impact on property values.
Jennifer McKibbins (N70W13164 Brentwood Dr.) - reiterated previous comments and expressed concern for noise, traffic and alarms that will distract from enjoyment of the quiet area.
Scott Elger (N72W13247 Good Hope Rd) - described the previous concepts proposed for the site and indicated this development would be the least impactful to the neighborhood.

Several team members representing the proposed project addressed the Plan Commission and answered questions.
Michael Samuels, Attorney - indicated there would not be a lot of traffic (including emergency). RN staff will be available to assist residents.
Dan Anbar, Andev Group, LLC
David Glazer, Real estate agent - indicated there would be 64 full-time equivalent jobs and surrounding values will not be affected by the upscale development.
Tom Ostrom. Encore Senior Living - referenced a similar facility located in Sussex; construction would not occur at night, the memory care has controlled access and alarms and the pond will be fenced for safety.
Ben Ganther, Ganther Construction
Mark Seidl, P.E., Pinnacle Engineering - indicated the storm water pond has not been fully designed yet but will have to meet Village and DNR requirements and including water quality and green infrastructure.

**ACTION ITEM**
Consideration of a recommendation to the Village Board of Trustees on the request of **ARIEL ANBAR OF ANDEV GROUP, LLC** for the Courtyard at Menomonee Falls, to adopt an ordinance amending the land use component of the Comprehensive Plan from the Mixed Use Land Use Classification to the Institutional Land Use Classification, for the parcels located adjacent to and at N72W13247 Good Hope Road. The subject parcels are identified by Tax Keys 94.999.004 & 94.999.003.

Motion by Commissioner Chris Rolenc, second by Commissioner Paul Curtiss to adopt a Resolution recommending the Village Board of Trustees amend the Village Comprehensive Plan for the subject parcels.

**Vote:** 5 - 1 Motion Carried

Nay: Trustee Paul Tadda

APPEARANCES

Consideration of a recommendation to the Village Board of Trustees on the request of **ARIEL ANBAR OF ANDEV GROUP, LLC** for the Courtyard at Menomonee Falls, to rezone land located adjacent to and at N72W13247 Good Hope Road, from R-3 Single-Family Residential to CV-2 Civic Institutional District. The subject parcels are identified by Tax Keys 94.999.004 & 94.999.003.

Motion by Commissioner Chris Rolenc, second by Commissioner Paul Curtiss to recommend to the Village Board of Trustees to rezone the subject lands from R-3 Single-Family Residential to CV-2 Civic Institutional District.

**Vote:** 5 - 1 Motion Carried

Nay: Trustee Paul Tadda

Consideration of a recommendation to the Village Board of Trustees on the request of **ARIEL ANBAR OF ANDEV GROUP, LLC** for the Courtyard of Menomonee Falls, for a Conditional Use Permit to allow a community living arrangement for 16 or more people, within 2,500 feet of another facility and to exceed 1% of the Village's total population, located adjacent to and at

N72W13247 Good Hope Road. The subject parcels are identified by Tax Keys 94.999.004 & 94.999.003.

Motion by Commissioner Chris Rolenc, second by Commissioner Paul Curtiss to recommend the Village Board of Trustees grant a Conditional Use Permit to allow a community living arrangement for 16 or more people, within 2,500 feet of another facility and to exceed 1% of the Village's total population subject to the following conditions:

1. A rezoning of the site to CV-2 Civic Institutional District is required to accommodate the new use along with amending the Village's Comprehensive Plan from Mixed Use to Institutional.
2. This Permit shall be void unless, pursuant to the Zoning Code of the Village, Building and Zoning Use Permits in conformity to this Permit, are obtained within six (6) months of the date hereon, the date on which the Conditional Use Permit was granted.
3. This Permit is subject to amendment and termination in accordance with the provisions of the Zoning Code of this Village.
4. Construction and operation of the use granted shall be in strict conformity to the approved site, building and operation plans filed with the Village Board in connection with the Petition for this Permit.
5. The conditional use and structure are in accordance with the purpose and intent of this Ordinance, and is found to be not hazardous, harmful, offensive or otherwise adverse to the environment or the value of the neighborhood or the community.
6. A permit will be required from Waukesha County for the driveway access onto Good Hope Road (C.T.H."W").
7. Mary Dale Drive shall be properly ended with a turnaround meeting Village requirements with all necessary road right-of-way dedicated to the Village.
8. The storm sewer which captures the drainage from Mary Dale Drive will have to be rerouted and reconstructed.
9. Wisconsin DNR – NR 151 requirements must be met and a Notice of Intent (NOI) needs to be submitted to the Wisconsin DNR for NR 216 Permit Coverage. A copy of the DNR certificate of permit coverage is to be forwarded to the Village Engineering Department prior to issuance of the Village Erosion Control Permit.
10. Stormwater management meeting the Village's stormwater ordinance and MMSD Chapter 13 rules must be provided for the development.
11. The site will need to be analyzed for stormwater infiltration per Wisconsin DNR Technical Standard 1002 of the NR 151 guidelines.
12. Wisconsin DNR NR 151 requirements must be met for water quality management.
13. A Village Stormwater Permit is required. A Stormwater Permit Application must be submitted with the permit review fee as required by the Village's stormwater ordinance.
14. The Stormwater Management Plan must be submitted to and approved by the Village and MMSD prior to starting construction.
15. A Stormwater Management Facilities Operation and Inspection Report and as-built plan shall be provided to the Village Engineering Department within 30 days after completion of the stormwater detention pond.
16. A wetland delineation will have to be done.
17. Wetland fill permits from the Wisconsin DNR must be obtained by the Developer before disturbing or filling any wetlands.
18. A Village Erosion Control Permit is required.
19. A Village Road Cut Permit is required prior to any utility construction within the public sanitary sewer and water main easement.
20. Any existing sewer and water laterals that will not be utilized must be properly abandoned at the mains per requirements of the Village Utilities Department.
21. Landscaping within and around the stormwater detention ponds and any municipal sewer or water easements shall comply with the Village's Policy for Landscaping in and Around

Infrastructure and Village Landscape Design Guidelines.

22. Further engineering review is needed once detailed utility, grading and storm water management plans are submitted.

**Vote:** 5 - 1 Motion Carried

Nay: Trustee Paul Tadda

Consideration of a request for a parking adjustment allowing **ARIEL ANBAR OF ANDEV GROUP, LLC** for the Courtyard at Menomonee Falls to reduce enclosed and surface parking counts for the parcels located adjacent to and at N72W13247 Good Hope Road. The subject parcels are identified by Tax Keys 94.999.004 & 94.999.003.

Motion by Commissioner Chris Rolenc, second by Commissioner Paul Curtiss to reduce enclosed and surface parking counts (One hundred (100) total surface parking spaces are proposed, along with two (2) carports to cover 24 of those spaces) for the subject parcels subject to the following conditions:

1. Architectural Control Board (ACB) approval will be required for the carports.
2. The proposed covered parking structures are proposed over 25 feet from the side yard property line and over 30 feet from the rear yard property line as required by the Zoning Code to allow room for the required 25 foot landscape screening buffer and to meet the rear yard setback requirement.
3. Staff recommends that the design, colors, and materials of these structures coordinate with the design, colors, and materials on the proposed main building.
4. Staff anticipates that the required landscape screening buffer will provide an adequate buffer from adjacent properties for the view to the proposed covered parking structures and vehicle headlights. The berm noted on the site plan concept would enhance the effectiveness of this buffer.
5. Any outdoor lighting associated with the proposed parking structures shall meet the setback and shielding requirements of Section 122-641 of our Zoning Code.
6. With the required Site Plan review submittal, the applicant will need to submit design specifications for off-street parking facilities complying Section 122-720 through 122-729 of our Zoning Code.

**Vote:** 5 - 1 Motion Carried

Nay: Trustee Paul Tadda

Consideration of a recommendation to the Village Board of Trustees on the request of **RYAN MCMURTRIE OF ARDEN PROPERTY GROUP, INC**. for LAKE PARK AT WILDWOOD LAKE to adopt an ordinance amending the land use component of the Comprehensive Plan from Low-Density Residential Land Use Classification to the Medium-Density Residential Land Use Classification for the parcels identified by Tax Key Numbers 61.999.022 and 61.999.023.

Ryan McMurtrie of Arden Property Group, Inc. addressed the Plan Commission and answered questions.

No action is necessary as the required public hearing will be scheduled for the October 8, 2024 Plan Commission meeting.

Consideration of a recommendation to the Village Board of Trustees on the request of **RYAN MCMURTRIE OF ARDEN PROPERTY GROUP, INC**. regarding an Ordinance amending the WILDWOOD LAKE PLANNED RESIDENTIAL DEVELOPMENT located at unaddressed Lake

**Village Board - Regular** **8. a.**

**Meeting Date:** 01/06/2025
**Topic:** Quietwood Final Plat
**From:** Amy Bennett, Planner/Zoning Administrator
**Department:** Community Development
**Date of Village Board Action (if required):** 01/06/2024

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## Information

**Subject:**

Resolution approving the Final Plat of Quietwood located between Marcy Road and One Mile Road, North of the Cranes Crossing Subdivision, on the parcel identified by Tax Key Number 128.999.018.

**Background Information:**

On December 10, 2024, the Plan Commission unanimously recommended approval of this final plat subject to 31 conditions.

**Key Issues for Consideration:**

**Action By Committee or Village Board:**

To adopt a Resolution approving the Final Plat of Quietwood subject to compliance with the 31 conditions recommended by the Plan Commission.

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## Attachments

Plan Commission Staff Report and Exhibits
Plan Commission 121024 Draft Minutes
Draft Resolution

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VILLAGE OF Menomonee Falls

**Plan Commission - Regular** **6. b.**

**Meeting Date:** 12/10/2024

**Topic:** Quietwood Final Plat

**From:** Amy Bennett, Planner/Zoning Administrator

**Department:** Community Development

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**Subject:**

Consideration of a recommendation to the Village Board of Trustees regarding the Final Plat of **QUIETWOOD**, located between Marcy Road and One Mile Road, North of the Cranes Crossing Subdivision, on the parcel identified by Tax Key Number 128.999.018.

**Background Information:**

The applicant appeared before the Plan Commission on July 5, 2022, to discuss a concept containing 225 dwelling units, comprised by 81 single family lots and 144 dwelling units within 72 duplexes. During the discussion, the Plan Commission stated the land was more suitable for single family lots, and were opposed to the duplex development. They also expressed a desire to have the average lot size contain over 15,000 square feet, and the road pattern modified to provide a better connection within the development.

As a result, the applicant appeared before the Plan Commission on September 13, 2022, with a revised concept proposing 168 single family lots (57 fewer dwelling units than initially proposed). The revised concept removed all duplexes, provided a development with an average lot over 15,000 square feet, and contained a road pattern consistent with the discussions occurring at the July 5th Plan Commission meeting. This "Revised Concept" was separated into three areas with separate design characteristics. The area described as "Cranes Crossing North" was proposed with 45 single family lots (1 fewer than the initial concept), with the average lot containing 22,188 square feet, and a minimum lot width of 110 feet. The area described as "Quiet Woods West" was proposed with 38 single family lots (3 more lots than the initial concept), with the average lot containing 16,878 square feet, and a minimum lot width of 90 feet. The area described as "Quiet Woods East" was proposed with 85 single family lots (59 fewer dwelling units than the initial concept) and a "Clubhouse Amenity Area". The average lot in Quiet Woods East portion contained 15,979 square feet, and a minimum lot width of 80 feet. In its entirety, the 168 single family lots proposed on the subject 133.44 acres created a density of 1.26 dwelling units per acre. When the 20.4 acres of wetland are removed, the density increases to 1.48 dwelling units per developable acre - consistent with the Villages Comprehensive Plan.

On January 16, 2023, the Village Board adopted Ordinance No. 870-O-23 rezoning and subject lands to the Planned Residential Development district, and creating the Cranes Crossing North, Quiet Woods West, and Quiet Woods East Planned Residential Development. This Ordnance (attached) allowed 169 single family lots on 113.04 developable

acres, creating a density of 1.5 dwelling units per net developable acre, with an overall development consistent with the "Revised Concept" reviewed by the Plan Commission on September 13, 2022.

The conditionally approved preliminary plat (attached) approved by the Plan Commission on October 10, 2023 proposed 164 single family lots, and 14 outlots, within the subject 133.44 acres. The approved preliminary plat stated the subject lands contain 16.5 acres of wetlands. With this in mind, the proposed density of the preliminary plat is 1.40 dwelling units per developable acre (164 single family lots on 116.94 developable acres). The 164 proposed lots range in size between 12,500 and 49,506 square feet, with the average lot containing 17,403 square feet, and the median lot containing 15,932 square feet. The breakdown of each of three development areas is as follows:

| **Cranes Crossing North** | |
|---|---|
| Average Lot Size | 22,018 square feet |
| Median Lot Size | 20,111 square feet |
| Largest Lot | 49,506 square feet |
| Smallest Lot | 16,722 square feet |
| Minimum Lot Width | 110 feet |
| | |
| **Quiet Wood West** | |
| Average Lot Size | 16,466 square feet |
| Median Lot Size | 15,980 square feet |
| Largest Lot | 24,973 square feet |
| Smallest Lot | 15,002 square feet |
| Minimum Lot Width | 90 feet |
| | |
| **Quiet Wood East** | |
| Average Lot Size | 15,279 square feet |
| Median Lot Size | 13,810 square feet |
| Largest Lot | 32,381 square feet |
| Smallest Lot | 12,500 square feet |
| Minimum Lot Width | 80 feet |

**Application Specifics:**

Section 236.11(1)(b) of the Wisconsin Statutes reads:

> If the final plat conforms substantially to the preliminary plat as approved, including any conditions of that approval, and to local plans and ordinances adopted as authorized by law, it is entitled to approval. If the final plat is not submitted within 36 months after the last required approval of the preliminary plat, any approving authority may refuse to approve the final plat or may extend the time for submission of the final plat. The final plat may, if permitted by the approving authority, constitute only that portion of the approved preliminary plat that the subdivider proposes to record at that time.

The Village received the complete application for the Quietwood Final Plat on October 25, 2024. The final plat, attached, would develop 30 of the single-family residences on 133.7900 acres with 16.41 acres of wetland leaving 117.38 acres of developable land creating a density of 0.26 dwelling units per net developable acre.

| **Quietwood** | |
|---|---|
| Average Lot Size | 18,456 square feet |
| Median Lot Size | 17,620 square feet |
| Largest Lot Size | 28,288 square feet |
| Smallest Lot Size | 15,017 square feet |
| Minimum Lot Width | 90, 110 feet |

The Comprehensive Plan classifies the developable portions of the Final Plat for Low Density Residential Development (development less than 2 dwelling units per acre) and Environmental Corridor.

**Additional Information:**

The proposed subdivision was forwarded to the Engineering and Development, Utilities, Police and Fire Departments. The Staff comments are as follows:

1. The developer shall submit the $30,000 Fee in Lieu of Dedication prior to recording the Final Plat of this subdivision.
2. On Sheet 10 of the plat the word “Interim” is to be removed in front of “Village Treasurer”.
3. A note shall be added stating that a private multi-use path is located in Outlot 3 and the owners of the residential lots within this subdivision shall be responsible for the maintenance and repair of said multi-use path.
4. Private Drainage Easements are to be provided over drainage swales that accept storm water runoff from adjacent upstream properties.
5. Private Drainage Easements are to be designated with a circled “A”.
6. The following note is to be added to the plat: “Private Drainage Easements are established to provide for the unobstructed flow of storm water runoff from adjacent and upstream properties. Owners of lots on which these private drainage easements exist shall be responsible for keeping these areas free of any obstructions that may restrict or block this flow. These Private Drainage Easements are marked “A” “.
7. All public easements are to be designated with a circled “B” with the type of each easement labeled on the plat.
8. Add a note that “All easements marked “B” are public easements granted to the Village of Menomonee Falls”.
9. A 20’ Private Drainage Easement is needed over the drainage swale through the rear of Lots 5-6. The Public Storm Sewer and Drainage Easement shall be removed from that location.
10. A 20’ Private Drainage Easement is needed over the drainage swale through the rear of Lot 10.
11. A 20’ Private Drainage Easement is needed over the drainage swale through the rear of

Lot 19. The private drainage easement shall connect with the existing drainage easement in Lot 72 of CSM No. 11102.

12. A 10’ Private Drainage Easement is needed along the rear of Lot 27 and southeast corner of Lot 26.
13. Public Storm Sewer Easements are needed over all of the public storm sewer in Outlot 1 including the outfalls to the detention ponds. The easements shall extend 10’ beyond the end of the storm sewer pipe.
14. Public Storm Sewer Easements are needed over all of the public storm sewer in Outlot 3 including the outfalls to the detention ponds. The easements shall extend 10’ beyond the end of the storm sewer pipe.
15. The width of the Public Storm Sewer and Drainage Easement through Lots 1-5 shall be revised to be 20’ wide. The easement shall also extend along the east side of Outlot 1 to Quietwood Drive for access.
16. A 20’ Public Storm Sewer Easement is needed in Lot 19 extending 10’ beyond the storm inlet structure.
17. The width of the Public Storm Sewer Easement along the north line of Lot 23 shall be revised to be 20’ wide. The easement shall extend into Outlot 3.
18. A Public Storm Sewer Easement is needed along the south side Lot 30. The easement shall be 10’ off of the existing storm sewer.
19. The name of the “30’ Wide Public Utility Easement” is to be changed to read “30’ Wide Public Sanitary Sewer Easement”.
20. The subdivision grading plan needs to be revised to reflect the correct lot numbers and street names correlating with the final plat. The revised grading plan is needed before building permits can be processed.
21. Metes and bounds legal descriptions and exhibits are needed for all public easements. Easement documents in Village format are to be recorded with the final plat.
22. The final plat is to be recorded with the Waukesha County Register of Deeds. A copy of the recorded final plat on mylar and digital (.pdf) format is to be provided to the Village prior to the issuance of building permits.
23. The Engineering Department has reviewed the proposed facilities layout from We Energies and found it to be in conformance with section 94-155 of the municipal code. AT&T and Charter/Spectrum will be jointly installing their facilities following the We Energies layout and pedestal locations.
24. The following items in the development are required to be completed prior to recording the final plat:

- Complete installation of sanitary sewer, storm sewer, and water main; completion of punch list items; all tests for sanitary sewer, manholes, and water main passed and the safe water samples obtained.
- Complete installation of concrete curb & gutter and binder course of asphalt pavement.
- Complete installation of sidewalk.
- Grading shall be substantially complete and in conformance with the master grading plan.
- Certification and acceptance of grading for conformance with approved master grading plan as follows is recommended prior to recording the final plat:

    1. As-built grades on lot lines and lot corners shall be within 0.25 ft. of the final grades shown on the approved master grading plan. The as-built grading plan shall show spot elevations along the side lot lines at the top of curb, front lot corners, front setback, back of building pad extended, any high points and grade breaks, and rear lot corners.
    2. All drainage easements shall be fine graded to within 0.25 ft. of the final grades shown on the approved master grading plan and provide positive drainage. As-built

grades of the swales shall be shown every 25 feet with the spot elevations taken at the flowline of the swale and 10 feet on either side of the flowline.

3. Building pad grades shall be between 0.0 ft. and 2.0 ft. lower than the final grades shown on the approved master grading plan. As-built grades are to be shown at the front and back of each building pad.
4. Stormwater detention ponds shall be certified and as-built. Elevations shall be taken at cross sections not exceeding 25 feet from top to bottom of the pond banks and embankments, top and bottom of safety shelf, inlet and outlet pipe inverts, outlet structure and emergency spillway.
5. All final grading must be within the above tolerance and provide positive drainage. Any areas not within tolerance or found to have insufficient drainage shall be regraded.

- Developer is solely responsible for grading to the point of certification and acceptance until the Dedication and Acceptance of improvements is approved by the Village Board.
- All property lot corner pipes, perimeter pipes, and horizontal curve pipe shall be set by developer's surveyor.
- All disturbed areas shall be restored with topsoil, seed, fertilizer and mulch in accordance to Village erosion control ordinance and specifications.
- All swales in drainage easements are to fine graded and stabilized with topsoil, seed, fertilizer and erosion control blanket per Village specifications. Drainage easements are to be maintained by the developer until stabilized with grass. All erosion control measures as shown on the approved erosion control plan shall be in place and in properly functioning condition.

Waukesha County reviewed the submitted plat, and have issued their "Conditional Certification of No Objection" subject to seven (7) conditions and fourteen (14) recommendations. The conditions are attached to this staff report. The Wisconsin Department of Administration reviewed the submitted plat recommended changes.

**Requested Action by Commission/Committee/Board:**

Since the proposed Subdivision is substantially compliant with the conditionally approved Preliminary Plat, is in conformance with the Village Comprehensive Plan and approved PRD Ordinance, Staff recommends the Plan Commission recommend the Village Board of Trustees approve Quietwood Final Plat subject to the 24 staff conditions listed in this report, the 7 conditions from Waukesha County and any changes from the Wisconsin Department of Administration.

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Location and Zoning Map

Land Use Map

Cranes Crossing North, Quiet Woods West & Quiet Woods East PRD

Preliminary Plat

Conditions of Preliminary Plat

Draft Final Plat

Waukesha County No Objection Letter

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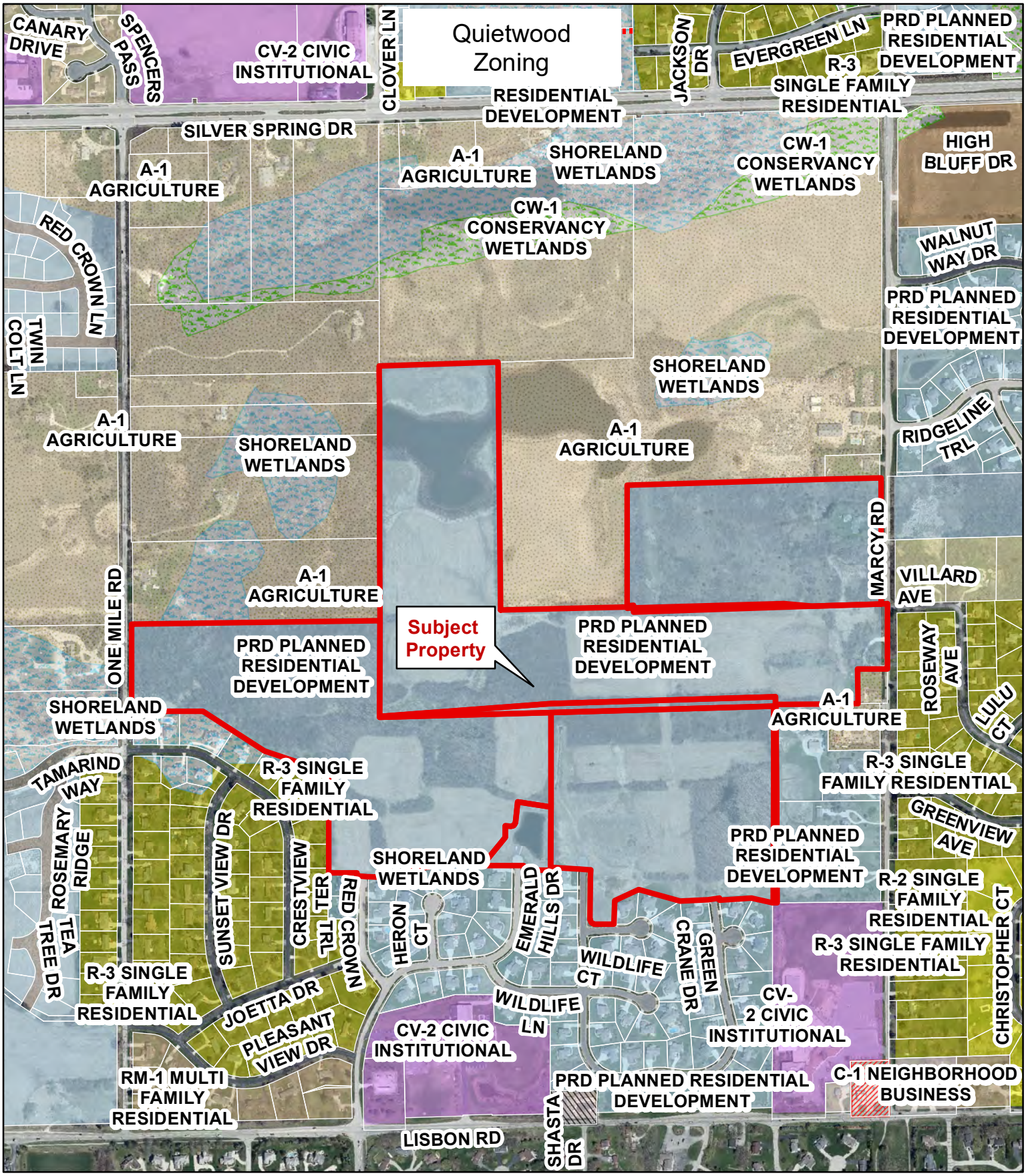
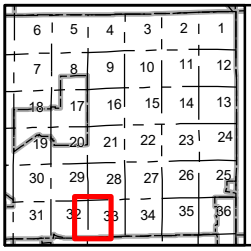



# Quietwood

**East of One Mile Road & West of Marcy Road**

1 inch = 667 feet

0 500 1000 Feet

N

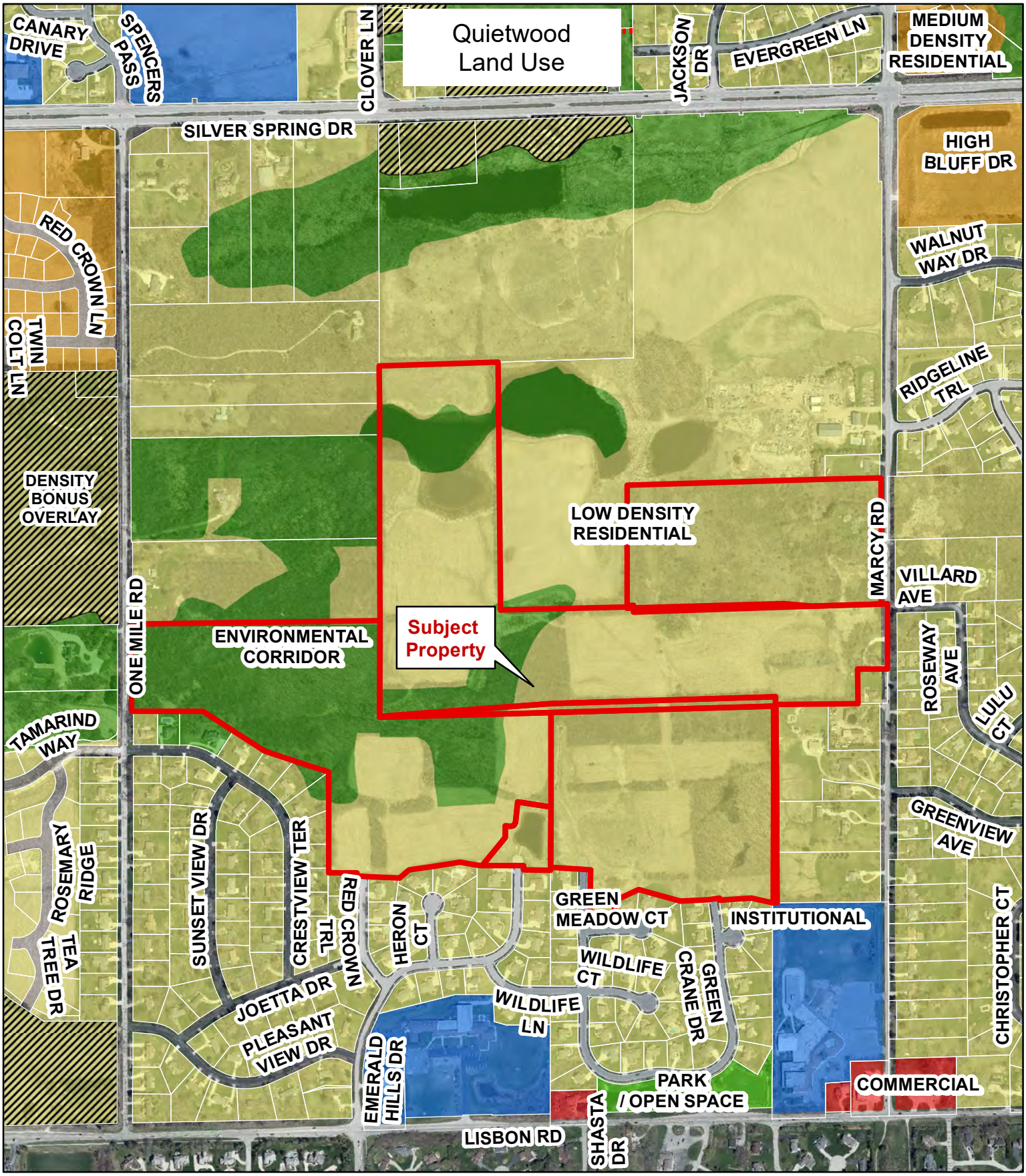
This map is intended for informational purposes only and does not replace the need for land or field survey. The Village of Menomonee Falls makes no representations regarding map accuracy or fitness for any use. This map does not represent an expressed or implied contract with the Village of Menomonee Falls. All parties must obtain the permission of the Village of Menomonee Falls before re-releasing this map or copies of the information displayed on or derived from it.

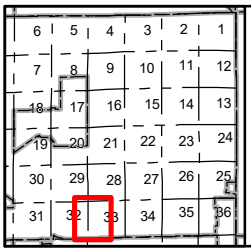
Map Accuracy: National Map Accuracy Standards

Coordinate System: State Plane Coordinate System

Datum: North American Datum, 1983

Village of Menomonee Falls




# Quietwood

**East of One Mile Road & West of Marcy Road**

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Map Accuracy: National Map Accuracy Standards

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Datum: North American Datum, 1983

Village of Menomonee Falls

# VILLAGE OF MENOMONEE FALLS ORDINANCE NO. 870-O-23

## AN ORDINANCE REZONING LAND AND CREATING CRANES CROSSING NORTH, QUIET WOODS WEST, AND QUIET WOODS EAST PLANNED RESIDENTIAL DEVELOPMENTS

WHEREAS, Thomas V. Wruck and Sherry L. Wruck owns land generally located between Marcy Road and One Mile Road, North of the Cranes Crossing Subdivision, on the parcels identified by Tax Key Numbers 128.999.018, 129.994, 130.997, 131.994.003, and 131.064; and

WHEREAS, the subject lands are legally described as follows:

### Tax Key Number 128.999.018 described as follows:

E1/2 SE1/4 SEC 32 T8N R20E EX PLAT EMERALD HILLS EX CERT SURV 968 & 969 EX CERT SURV 5208 EX VOL 960/134 DEEDS EX VOL 976/229 DEEDS EX VOL 976/536 DEEDS R2026/470 & R2026/471 :: ALSO PT SW1/4 SEC 33 T8N R20E COM SW COR SW1/4 N88°26'E 891.00 FT N00°09'E 1345.87 FT TO BGN N87°41'W 198.34 FT S01°35'W 49.26 FT S79°29'W 147.38 FT N09°10'W 72.61 FT N80°43'W 118.08 FT S81°16'W 267.56 FT S48°30'W 62.54 FT N87°47'W 106.95 FT N00°09'E 832.09 FT N88°26'E 891.00 FT S00°09'W 801.13 FT TO BGN :: EX PT NE1/4 SE1/4 SE1/4 SEC 32 T8N R20E COM NW COR OUTLOT 6 CRANES CROSSING ADDITION NO 1 THE BGN; N00°04'37"E 20.52 FT; S89°55'23"E 150.56 FT; SWLY 16.08 FT ALG CURVE CTR LIES TO SE RADIUS 260.00 FT CTRL ANGLE IS 03°32'35" & CHORD BEARING S02°02'59.5"W 16.08 FT; N85°57'36"W 3.35 FT; S88°14'48"W 146.74 FT TO BGN :: DOC# 3110015 EX DOC# 3200885 EX DOC# 3200887

### Tax Key Number 129.994 described as follows:

PT NW1/4 & SW1/4 SEC 33 T8N R20E COM S1/4 COR N01°24'25"E 2324.01 FT THE BGN N01°24'25"E 340.49 FT S89°57'25"W 391.40 FT N84°05'25"W 146.82 FT S89°55'35"W 812.72 FT N00°04'25"W 7.30 FT N89°48'40"W 660.08 FT N01°01'35"E 1287.58 FT S89°36'35"W 620.06 FT S01°26'05"W 1819.98 FT N87°15'05"E 891.95 FT N89°52'35"E 1166.77 FT S01°28'35"W 44.10 FT S89°34'20"E 428.49 FT N00°53'15"E 179.46 FT S88°14'15"E 156.70 FT TO BGN DOC# 4082334

### Tax Key Number 130.997 described as follows:

S1/2 SE1/4 NW1/4 SEC 33 T8N R20E :: ALSO STRIP 33 FT X 627 FT ON E SIDE OF S1/2 SW1/4 NW1/4 :: DOC# 4301451

### Tax Key Number 131.994.003 described as follows:

PT SW1/4 SEC 33 T8N R20E; COM 54 RODS (891 FT) E OF SW COR; E 70 RODS (1160 FT); N 130 RODS & 2 FT (2147 FT); W 70 RODS (1155 FT); S 130 RODS & 2 FT (2147 FT) TO BGN :: EX PT SW1/4 SW1/4 SEC 33 T8N R20E; COM 891 FT E FROM SW COR; N 178.5 FT; E 244 FT; S 178.5 FT TO S LI SEC; W 244 FT TO BGN :: EX DOC# 3207405 :: EX DOC# 3353610 :: EX DOC# 3463310 :: EX DOC# 3512261 :: DOC# 4246217

### Tax Key Number 131.064 described as follows:

OUTLOT 4 CRANES CROSSING ADDITION NO 1 PT SE1/4 SEC 32 & SW1/4 SEC 33 T8N R20E :: DOC# 4246217; and

WHEREAS, Carity Land Corp. (William W. Carity, registered agent) proposes a development consisting of 169 single family lots on the subject lands; and

WHEREAS, Carity Land Corp. has requested these developments be known as Cranes Crossing North, Quiet Woods West, and Quiet Woods East; and

WHEREAS, the Village Comprehensive Plan classifies the subject parcel for Low Density Residential Uses (densities less than 2 units per acre) and Environmental Corridor; and

WHEREAS, the net density of the Cranes Crossing North, Quiet Woods West, and Quiet Woods East Planned Residential Developments is 1.5 dwelling units per developable acre (169 dwelling units on 113.04 developable acres); and

WHEREAS, the requested densities have been deemed to be consistent with the Village Comprehensive Plan; and

WHEREAS, a Public Hearing was held on January 16, 2023 regarding the rezoning request; and

WHEREAS, covenants and restrictions will be put in place for the Cranes Crossing North, Quiet Woods West, and Quiet Woods East Planned Residential Developments, consistent with the information submitted with this development, which will be recorded at the Waukesha County Register of Deeds with the Final Plat of the development; and

WHEREAS, the developer stated the project will have average estimated sales price between $750,000 to $1,000,000 for all homes in the development; and

WHEREAS, the Cranes Crossing North, Quiet Woods West, and Quiet Woods East Planned Residential Developments is consistent with the spirit and intent of the Zoning Ordinance; and

WHEREAS, the Cranes Crossing North, Quiet Woods West, and Quiet Woods East Planned Residential Developments is in keeping with current economic and social considerations; and

WHEREAS, the Cranes Crossing North, Quiet Woods West, and Quiet Woods East Planned Residential Developments justifies the application of the Planned Residential Development District requirements; and

WHEREAS, the Cranes Crossing North, Quiet Woods West, and Quiet Woods East Planned Residential Development will create an attractive and satisfying residential environment of sustained desirability and economic stability beneficial to the Village; and

WHEREAS, the Plan Commission, at its meeting of December 13, 2023 recommended the Cranes Crossing North, Quiet Woods West, and Quiet Woods East Planned Residential Development be approved subject to the following conditions:

1. Stormwater management meeting the Village's stormwater ordinance must be provided for the development. The Stormwater Management Plan must be approved by the Village Engineering Department prior to starting construction.
2. Wisconsin DNR – NR 151 requirements must be met and a Notice of Intent (NOI) needs to be submitted to the Wisconsin DNR for NR 216 Permit Coverage. A copy of the DNR Certificate of Permit Coverage is to be forwarded to the Village Engineering Department prior to issuance of the Village Erosion Control Permit.
3. The site will need to be analyzed for stormwater infiltration per Wisconsin DNR Technical Standard 1002 of the NR 151 guidelines.
4. Wisconsin DNR NR 151 requirements must be met for water quality management. 80% Total Suspended Solid (TSS) removal is to be provided for this development.
5. A Village Stormwater Permit is required. The Stormwater Permit Application must be submitted with the permit review fee as required by the Village's stormwater ordinance.
6. A Village Erosion Control Permit is required prior to any land disturbing activities.
7. A geotechnical study will have to be done by a licensed soils engineer to determine the high seasonal groundwater elevations. Basement or lowest floor elevations will have to be kept at least 3 feet above the high seasonal groundwater elevations to comply with Village code.
8. A wetland delineation is needed.
9. Wetland fill permits from the Wisconsin DNR will have to be obtained by the Developer for the wetlands impacted by the road crossings. The wetland fill areas shall be sufficient to accommodate the road, terrace area, sidewalk and safety shelf behind the sidewalk.
10. Any roadway or building pad areas where 5 feet or more of fill will be placed shall have the filling operations overseen by a geotechnical engineering firm to assure proper compaction to Village Specifications. Soil compaction reports are to be submitted to the Village Engineering Department.
11. The centerline radius shall be a minimum of 150 feet for all public roads to provide safe sight distances meeting AASHTO design guidelines.
12. Accel/decel lanes and tapers meeting Village design standards need to be provided at the proposed road intersections at Marcy Road and One Mile Road.
13. The intersection at Green Crane Drive is to be revised to make Green Crane Drive a continuous road connecting both existing portions of Green Crane Drive.
14. The road connection to the parcel identified as Lot 1 of CSM No. 10704 needs to be shifted approximately 120 feet to the west to allow for an acceptable future development layout on that parcel.
15. Outlots are to be provided at the cul de sac islands.
16. The Developer shall extend 16" diameter municipal water main along Marcy Road along the entire frontage of the development parcel.
17. The Developer shall extend sanitary sewer south along Marcy Road to Villard Avenue.
18. All sanitary sewer, water main, storm sewer, and street design must follow the *Village of Menomonee Falls Standards and Requirements for Development*.

19. All sanitary sewer, water main, hydrants and laterals are to be kept out of the the cul de sac islands. The property lines of the outlots shall be at least 10 feet from any sewer or water main.
20. The Village Comprehensive Outdoor Recreation Plan shows a proposed future multi-use path along Marcy Road. It's recommended that in lieu of constructing the asphalt path at this time along Marcy Road, the Developer deposits funds with the Village for the future construction of the proposed path.
21. Landscaping within and around the stormwater detention ponds and any municipal sewer easements shall comply with the Village's *Policy for Landscaping in and Around Infrastructure* and *Village Landscape Design Guidelines*.
22. Street trees are to be kept out of the road right-of-way and placed within the front 10 feet of the private lots and outlots.
23. A Development Agreement will have to be entered into, approved by the Village Board, and signed prior to construction of any public utilities or improvements.
24. A Letter of Credit or other financial guarantee must be provided in accordance to the development agreement prior to construction of any public utilities or improvements.
25. Detailed utility, street, grading and stormwater management plans are required. Further engineering review is needed once these plans are submitted.
26. The facilities layout for electric, telephone, and cable shall conform to section 94-155 of the municipal code.
27. Lots need building area boundary lines and dimensions.

WHEREAS, at its meeting on December 20, 2022, the Architectural Control Board recommended the Cranes Crossing North, Quiet Woods West, and Quiet Woods East Planned Residential Development be approved with no conditions.

WHEREAS, it is deemed to be in the best interest of the Village of Menomonee Falls that the Municipal Code of the Village of Menomonee Falls, be further modified and amended;

NOW, THEREFORE, the Board of Trustees of the Village of Menomonee Falls do hereby ordain as follows:

Section 1. The Zoning Code be amended so that all lands located on the subject parcels described above be rezoned to the Planned Residential Development (PRD) Zoning District.

Section 2. The conditions and restrictions as recommended by the Plan Commission and Architectural Control Board hereinabove set forth be and the same are hereby adopted and approved as the conditions and restrictions for the construction, location and operation of the Cranes Crossing North, Quiet Woods West, and Quiet Woods East Planned Residential Developments.

Section 3. Except as herein above specifically modified and amended, the Municipal Code of the Village of Menomonee Falls shall remain in full force and effect exactly as originally adopted and remain in full force and effect exactly as originally adopted and

previous amended. All ordinances or part of the ordinances inconsistent with or in contravention of the provisions of this ordinance are hereby repealed.

Section 4. This Ordinance shall take effect and be in full force from and after its passage and posting.

Section 5. The Village Clerk shall cause a Certified Copy of this ordinance to be recorded with the Waukesha County Register of Deeds.

Adopted by the Village Board of Trustees of the Village of Menomonee Falls on the 16th day of January, 2023.

By: _____
Jeremy Walz, Village President

Date Posted: 01/20/2023-02/02/2023

Attest: _____
Amy Dishinger, Village Clerk

CERTIFICATE OF COMPLIANCE WITH
PUBLIC NOTICE REQUIREMENTS

I, Amy Dishinger, Village Clerk, of the Village of Menomonee Falls, hereby certify that:

On the 20th day of January, 2023 at approximately 3:00 p.m., I posted or caused to be posted Ordinance No. 870-O-23 in the following public places:

Municipal Building (Posting Board in Front of Village Hall)
W156N8480 Pilgrim Road

Village of Menomonee Falls website, www.menomonee-falls.org

The ordinance remained posted through February 2nd, 2023.

Dated this 20th day of January, 2023.

Amy Dishinger

Amy Dishinger, Village Clerk

Attest: Andra Helmuth

Andra Helmuth, Customer Service Specialist

# PRELIMINARY PLAT
## OF
# QUIETWOOD

BEING A REDIVISION OF OUTLOT 4 OF "CRANES CROSSING ADDITION NO. 1 AND UNPLATTED LANDS, BEING LOCATED IN A PART OF THE NORTHEAST 1/4 AND SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 32 AND THE SOUTHWEST 1/4 AND SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 33 AND THE NORTHWEST 1/4, NORTHEAST 1/4, SOUTHWEST 1/4 AND SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 33, ALL IN TOWN 8 NORTH, RANGE 20 EAST, IN THE VILLAGE OF MENOMONEE FALLS, WAUKESHA COUNTY, WISCONSIN.

## DEVELOPMENT SUMMARY:

1. Tax Key Number MNFV0128999018, MNFV0131064, MNFV0131994003, MNFV0129994, MNFV0130997
2. Subdivision contains approximately 133.44 Acres.
3. Subdivision contains 164 Single Family Lots and 14 Outlots.
4. All lots to be served by Sanitary Sewer and Watermain.
5. Public Roads to have Concrete Curb and Gutter, Asphalt Pavement with Storm Sewer.
6. All lots to have Underground Telephone, Electric, and Gas Service.
7. Zoning = Planned Residential Development District (PRD)
8. Stormwater Management Facilities are located on Outlots 1, 2, 4, 5, 7 & 8 of this Subdivision. The Owners of the residential Lots within this Subdivision shall each be liable for an equal undivided fractional share of the cost to repair, maintain or restore said Stormwater Management Facilities within this Subdivision. Said repairs, maintenance and restoration shall be performed by the Owners of all Lots within this Subdivision.
9. The Owners of all Lots within this Subdivision shall each own an equal undivided fractional interest in Outlots 1 thru 12 of this Subdivision. Waukesha County shall not be liable for fees or special charges in the event they become the owner of any Lot or Outlot in the Subdivision by reason of tax delinquency.
10. Outlots 13 and 14 to be retained by the Subdivider for future development.
11. All existing structures within the development boundary to be razed.

## HORIZONTAL DATUM PLANE:

All bearings are referenced to Grid North of the Wisconsin State Plane Coordinate System, South Zone (NAD-27), in which the West line of the S.W. 1/4 of Section 33, Town 8 North, Range 20 East, Bears North 00°09'10" East.

## VERTICAL DATUM PLANE:

All elevations are referenced to the National Geodetic Vertical Datum of 1929.

## ENVIRONMENTAL NOTE:

Wetland and Isolated Natural Resource Area (INRA) boundaries shown hereon were field delineated by Heartland Ecological Group, Inc. (Eric Parker) in 2023.

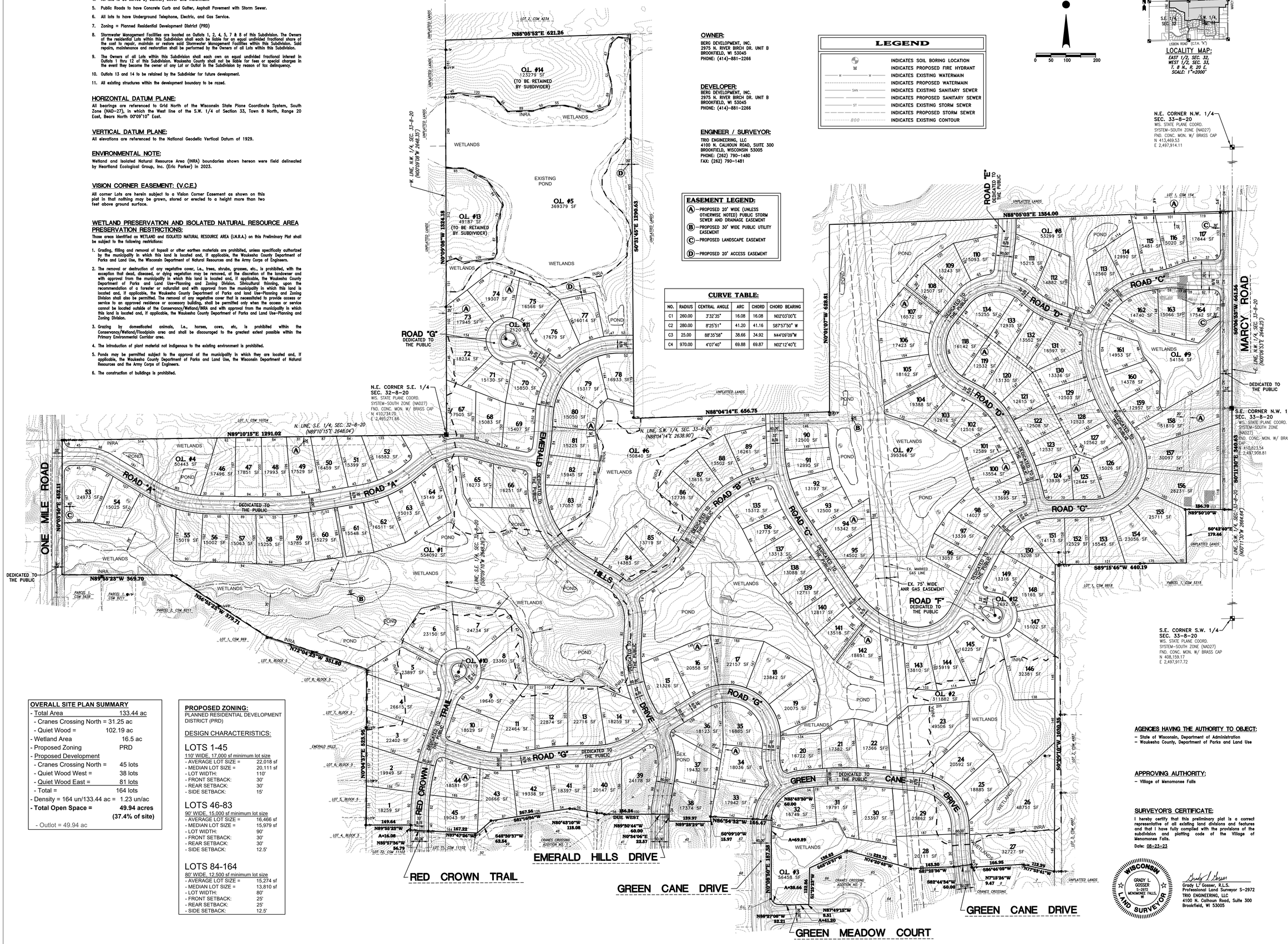
## VISION CORNER EASEMENT: (V.C.E.)

All corner Lots are herein subject to a Vision Corner Easement as shown on this plat in that nothing may be grown, stored or erected to a height more than two feet above ground surface.

## WETLAND PRESERVATION AND ISOLATED NATURAL RESOURCE AREA PRESERVATION RESTRICTIONS:

Those areas identified as WETLAND and ISOLATED NATURAL RESOURCE AREA (I.N.R.A.) on this Preliminary Plat shall be subject to the following restrictions:

1. Grading, filling and removal of topsoil or other earthen materials are prohibited, unless specifically authorized by the municipality in which this land is located and, if applicable, the Waukesha County Department of Parks and Land Use, the Wisconsin Department of Natural Resources and the Army Corps of Engineers.
2. The removal or destruction of any vegetative cover, i.e., trees, shrubs, grasses, etc., is prohibited, with the exception that dead, diseased, or dying vegetation may be removed, at the discretion of the landowner and with approval from the municipality in which this land is located and, if applicable, the Waukesha County Department of Parks and Land Use–Planning and Zoning Division. Silvicultural thinning, upon the recommendation of a forester or naturalist and with approval from the municipality in which this land is located and, if applicable, the Waukesha County Department of Parks and land Use–Planning and Zoning Division shall also be permitted. The removal of any vegetative cover that is necessitated to provide access or service to an approved residence or accessory building, shall be permitted only when the access or service cannot be located outside of the Conservancy/Wetland/INRA and with approval from the municipality in which this land is located and, if applicable, the Waukesha County Department of Parks and Land Use–Planning and Zoning Division.
3. Grazing by domesticated animals, i.e., horses, cows, etc, is prohibited within the Conservancy/Wetland/Floodplain area and shall be discouraged to the greatest extent possible within the Primary Environmental Corridor area.
4. The introduction of plant material not indigenous to the existing environment is prohibited.
5. Ponds may be permitted subject to the approval of the municipality in which they are located and, if applicable, the Waukesha County Department of Parks and Land Use, the Wisconsin Department of Natural Resources and the Army Corps of Engineers.
6. The construction of buildings is prohibited.




## OWNER:

BERG DEVELOPMENT, INC.
2975 N. RIVER BIRCH DR. UNIT B
BROOKFIELD, WI 53045
PHONE: (414)-881-2266

## DEVELOPER:

BERG DEVELOPMENT, INC.
2975 N. RIVER BIRCH DR. UNIT B
BROOKFIELD, WI 53045
PHONE: (414)-881-2266

## ENGINEER / SURVEYOR:

TRIO ENGINEERING, LLC
4100 N. CALHOUN ROAD, SUITE 300
BROOKFIELD, WISCONSIN 53005
PHONE: (262) 790-1480
FAX: (262) 790-1481

## LEGEND

| | |
|---|---|
| | INDICATES SOIL BORING LOCATION |
| | INDICATES PROPOSED FIRE HYDRANT |
| W | INDICATES EXISTING WATERMAIN |
| | INDICATES PROPOSED WATERMAIN |
| SAN | INDICATES EXISTING SANITARY SEWER |
| | INDICATES PROPOSED SANITARY SEWER |
| ST | INDICATES EXISTING STORM SEWER |
| | INDICATES PROPOSED STORM SEWER |
| 800 | INDICATES EXISTING CONTOUR |

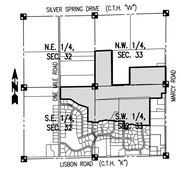
## EASEMENT LEGEND:

- (A) – PROPOSED 20' WIDE (UNLESS OTHERWISE NOTED) PUBLIC STORM SEWER AND DRAINAGE EASEMENT
- (B) – PROPOSED 30' WIDE PUBLIC UTILITY EASEMENT
- (C) – PROPOSED LANDSCAPE EASEMENT
- (D) – PROPOSED 20' ACCESS EASEMENT

## CURVE TABLE:

| NO. | RADIUS | CENTRAL ANGLE | ARC | CHORD | CHORD BEARING |
|---|---|---|---|---|---|
| C1 | 260.00 | 3°32'35" | 16.08 | 16.08 | N02°03'00"E |
| C2 | 280.00 | 8°25'51" | 41.20 | 41.16 | S87°57'50" W |
| C3 | 25.00 | 88°35'58" | 38.66 | 34.92 | N44°09'09"W |
| C4 | 970.00 | 4°07'40" | 69.88 | 69.87 | N02°12'40"E |

0 50 100 200




## LOCALITY MAP:

EAST 1/2, SEC. 32, WEST 1/2, SEC. 33, T. 8 N., R. 20 E.
SCALE: 1"=2000'

## OVERALL SITE PLAN SUMMARY

| | |
|---|---|
| - Total Area | 133.44 ac |
| - Cranes Crossing North = | 31.25 ac |
| - Quiet Wood = | 102.19 ac |
| - Wetland Area | 16.5 ac |
| - Proposed Zoning | PRD |
| - Proposed Development | |
| - Cranes Crossing North = | 45 lots |
| - Quiet Wood West = | 38 lots |
| - Quiet Wood East = | 81 lots |
| - Total = | 164 lots |
| - Density = 164 un/133.44 ac = | 1.23 un/ac |
| **- Total Open Space =** | **49.94 acres (37.4% of site)** |
| - Outlot = 49.94 ac | |

## PROPOSED ZONING:

PLANNED RESIDENTIAL DEVELOPMENT DISTRICT (PRD)

## DESIGN CHARACTERISTICS:

### LOTS 1-45

110' WIDE, 17,000 sf minimum lot size

| | |
|---|---|
| - AVERAGE LOT SIZE = | 22,018 sf |
| - MEDIAN LOT SIZE = | 20,111 sf |
| - LOT WIDTH: | 110' |
| - FRONT SETBACK: | 30' |
| - REAR SETBACK: | 30' |
| - SIDE SETBACK: | 15' |

### LOTS 46-83

90' WIDE, 15,000 sf minimum lot size

| | |
|---|---|
| - AVERAGE LOT SIZE = | 16,466 sf |
| - MEDIAN LOT SIZE = | 15,979 sf |
| - LOT WIDTH: | 90' |
| - FRONT SETBACK: | 30' |
| - REAR SETBACK: | 30' |
| - SIDE SETBACK: | 12.5' |

### LOTS 84-164

80' WIDE, 12,500 sf minimum lot size

| | |
|---|---|
| - AVERAGE LOT SIZE = | 15,274 sf |
| - MEDIAN LOT SIZE = | 13,810 sf |
| - LOT WIDTH: | 80' |
| - FRONT SETBACK: | 25' |
| - REAR SETBACK: | 25' |
| - SIDE SETBACK: | 12.5' |

## AGENCIES HAVING THE AUTHORITY TO OBJECT:

- State of Wisconsin, Department of Administration
- Waukesha County, Department of Parks and Land Use

## APPROVING AUTHORITY:

- Village of Menomonee Falls

## SURVEYOR'S CERTIFICATE:

I hereby certify that this preliminary plat is a correct representative of all existing land divisions and features and that I have fully complied with the provisions of the subdivision and platting code of the Village of Menomonee Falls.

Date: 08-23-23

WISCONSIN GRADY L. GOSSER S-2972 MENOMONEE FALLS, WI LAND SURVEYOR

Grady L. Gosser
Grady L. Gosser, R.L.S.
Professional Land Surveyor S-2972
TRIO ENGINEERING, LLC
4100 N. Calhoun Road, Suite 300
Brookfield, WI 53005

WISCONSIN GRADY L. GOSSER S-2972 MENOMONEE FALLS, WI LAND SURVEYOR


TRIO ENGINEERING, LLC
4100 N. CALHOUN ROAD, SUITE 300
BROOKFIELD, WI 53005
PHONE: (262) 790-1480
FAX: (262) 790-1481
EMAIL: ggosser@trioeng.com


**PROJECT:**
**QUIETWOOD**
SINGLE FAMILY RESIDENTIAL SUBDIVISION
VILLAGE OF MENOMONEE FALLS, WISCONSIN
BY: BERG DEVELOPMENT, INC
2975 N. RIVER BIRCH DR. UNIT B
BROOKFIELD, WI 53045

| REVISION HISTORY | |
|---|---|
| DATE | DESCRIPTION |
| | |

**DATE:** AUGUST 23, 2023

**JOB NUMBER:** 23-014-1097-01

**DESCRIPTION:** PRELIMINARY PLAT

**SHEET** 1 OF 1

**Vote:** 6 - 0 Motion Carried

**Approval of the QUIETWOOD PRELIMINARY PLAT generally located between Marcy Road and One Mile Road, North of the Cranes Crossing Subdivision, on the parcels identified by Tax Key Numbers 128.999.018, 129.994, 130.997, 131.994.003, and 131.064.**

Bill Carity, with Carity Land, discussed the project and answered questions of the Plan Commission:

Motion by Commissioner Chris Rolenc, second by Commissioner Paul Curtiss to conditionally approve the Preliminary Plat of Quietwood subject to the following conditions:

1. Subdivision entry monument signs proposed in the outlot near the intersection of Marcy Road and Road "C" will need to be set back at least 100 feet from the street centerline on Marcy Road in order to be outside of the vision corner. Landscaping in the vision corner will need to be two feet in height or less.
2. Subdivision entry monument signs near the intersection of One Mile Road and Road "A" will need to be located outside of the vision corner. Landscaping in the vision corner will need to be two feet in height or less.
3. Sidewalks should be placed on both sides of all roads within the Cranes Crossing North Development (lots 1 - 45).
4. Sidewalks should be placed on one side of all non-cul-de-sacs, including Emerald Hills Drive, North of Road "G".
5. A multi-use trail should be installed from Red Crown Trail (between lots 5 and 6) to Road "A" (between lots 60 and 61).
6. A multi-use trail should be installed from Road "C" (north of lot 90) to Road "D" (between lots 104 and 105.
7. A multi-use trail should be installed from Green Crane Drive (between lots 22 and 23) to Road "C" (between lots 142 and 143).
8. Green Crane Drive shall be correctly identified on the Final Plat – It’s identified as Green Cane Drive on the Preliminary Plat.
9. The applicant will need to pay the "Fee in Lieu of Dedication" in the amount of $1,000 for every lot created in a Final Plat - prior to the recording of the Final Plat.
10. Wetlands greatly restrict driveway locations on lots 23, 26 and 27. The developer will need to obtain wetland fill permits from the WI DNR, or show how homes could be constructed and accessed with a driveway that avoids the wetlands. If this is not accomplished, these will need to be removed.
11. The "Wetland Preservation and Isolated Natural Resource Area Preservation Restrictions" shall be modified to:

- Substitute "The Village of Menomonee Falls" for "the municipality in which the land is located"
- Remove all references to "the Waukesha County Department of Parks and Land Use Planning and Zoning Division".
- Note 3 shall be modified to prohibit grazing of domesticated animals within wetlands and the Isolated Natural Resource Area.

12. Lots 46-64, and 24-26 are entirely located within the Isolated Natural Resource Area - and the "Wetland Preservation and Isolated Natural Resource Area Preservation Restrictions" prohibit the construction of buildings. This issue must be resolved. Staff suggests modifying the building envelopes to preserve the Isolated Natural Resource Area as much as practicable, having the modified building envelopes approved by the Village Planning Staff, and then modifying the note to state the construction of buildings within the Isolated Natural Resource Area are prohibited except within the building envelope contained on each lot.
13. The developer shall modify the building envelope on lot 26 to provide a 110 foot width at the front setback.
14. Stormwater management meeting the Village's stormwater ordinance must be provided for the development. The Stormwater Management Plan must be approved by the Village Engineering Department prior to starting construction.
15. Wisconsin DNR – NR 151 requirements must be met and a Notice of Intent (NOI) needs to be submitted to the Wisconsin DNR for NR 216 Permit Coverage. A copy of the DNR Certificate of Permit Coverage is to be forwarded to the Village Engineering Department prior to issuance of the Village Erosion Control Permit.
16. The site will need to be analyzed for stormwater infiltration per Wisconsin DNR Technical Standard 1002 of the NR 151 guidelines.
17. Wisconsin DNR NR 151 requirements must be met for water quality management. 80% Total Suspended Solid (TSS) removal is to be provided for this development.
18. A Village Stormwater Permit is required. The Stormwater Permit Application must be submitted with the permit review fee as required by the Village's stormwater ordinance.
19. A Village Erosion Control Permit is required prior to any land disturbing activities.
20. A geotechnical study will have to be done by a licensed soils engineer to determine the high seasonal groundwater elevations. Basement or lowest floor elevations will have to be kept at least 3 feet above the high seasonal groundwater elevations to comply with Village code.
21. A wetland delineation is needed.
22. Wetland fill permits from the Wisconsin DNR will have to be obtained by the Developer for the wetlands impacted by the road crossings. The wetland fill areas shall be sufficient to accommodate the road, terrace area, sidewalk and safety shelf behind the sidewalk.
23. Any roadway or building pad areas where 5 feet or more of fill will be placed shall have the filling operations overseen by a geotechnical engineering firm to assure proper compaction to Village Specifications. Soil compaction reports are to be submitted to the Village Engineering Department.
24. The centerline radius shall be a minimum of 150 feet for all public roads to provide safe sight distances meeting AASHTO design guidelines.
25. Accel/decel lanes and tapers meeting Village design standards need to be provided at the proposed road intersections at Marcy Road and One Mile Road.
26. The road connection to the parcel identified as Lot 1 of CSM No. 10704 needs to be shifted further west to allow for a future development layout on that parcel which is acceptable to the Village Engineering Department.
27. The Developer shall extend 12" diameter municipal water main along One Mile Road along the entire frontage of the development parcel.
28. The Developer shall extend 16" diameter municipal water main along Marcy Road along the entire frontage of the development parcel.

29. The Developer shall extend sanitary sewer south along Marcy Road to Villard Avenue.
30. All sanitary sewer, water main, storm sewer, and street design must follow the Village of Menomonee Falls Standards and Requirements for Development.
31. All sanitary sewer, water main, hydrants and laterals are to be kept out of the cul de sac islands. The property lines of the outlots shall be at least 10 feet from any sewer or water main.
32. The Village Comprehensive Outdoor Recreation Plan shows a proposed future multi-use path along Marcy Road. It's recommended that in lieu of constructing the asphalt path at this time along Marcy Road, the Developer deposits funds with the Village for the future construction of the proposed path.
33. Landscaping within and around the stormwater detention ponds and any municipal sewer easements shall comply with the Village's Policy for Landscaping in and Around Infrastructure and Village Landscape Design Guidelines.
34. Street trees are to be kept out of the road right-of-way and placed within the front 10 feet of the private lots and outlots.
35. A Development Agreement will have to be entered into, approved by the Village Board, and signed prior to construction of any public utilities or improvements.
36. A Letter of Credit or other financial guarantee must be provided in accordance to the development agreement prior to construction of any public utilities or improvements.
37. Detailed utility, street, grading and stormwater management plans are required. Further engineering review is needed once these plans are submitted.
38. The facilities layout for electric, telephone, and cable shall conform to section 94-155 of the municipal code.
39. The roads in the development must:

- Have an unobstructed width of not less than 20 feet
- Have unobstructed vertical clearance of not less than 13.5 feet
- Be designed and maintained to support the imposed loads of fire apparatus
- Have an unobstructed width of not less than 26 feet for aerial apparatus access if the grade to the highest roof surface exceeds 30 feet
- Have an angle of approach and departure not exceed 1 foot drop in 20 feet
- Have turning radii that meet the WB-50 Template
- Fire lanes and access to FDC must be maintained throughout the project

40. All dead-end access roads in excess of 150 feet in length shall be provided with approved provisions for the fire apparatus to turn around (Emerald Hills Drive, Road "C" and Road "E".
41. All proposed roads dedicated within the subdivision shall be given names unique to the Village of Menomonee Falls. Road names shall be shown on the Final Plat.
42. The surveyor's stamp shall be signed sealed and dated on all pages of the final plat.
43. The different resources boundaries are difficult to distinguish, especially the wetland and INRA boundaries. A more distinct line work shall be used on the final plat. We recommend these line types be included in the legend for further clarification.
44. Complete curve information as required by the State shall be included in a table on the final plat.
45. All easements, such as proposed or existing drainage ways, access, sanitary sewer and utilities shall be shown on the plat. Any related recorded documents numbers shall also be noted on the plat.
46. A copy of the completed wetland delineation and navigability study must be submitted to our office for review. DNR concurrence and ACOE concurrence (if applicable) of the wetland boundary must also be submitted.
47. There are mapped waterways on the subject property which connect to the Fox River. Per the recent navigability study by Heartland Ecological, it has been determined that the waterway(s) meets the criteria to be considered a navigable (pending DNR concurrence). The navigable waterway(s) and top of bank elevation must be shown on future plat submittals.

48. Per Ch. 236 WI State Statues, the following note shall be added to the plat, “Any land below the ordinary high-water mark of a lake or a navigable stream is subject to the public trust in navigable waters that is established under article IX, section 1, of the state constitution.”
49. The plat contains areas identified as Isolated Natural Resource Area based on the Southeastern Wisconsin Regional Planning Commission (SEWRPC) 2015 Environmental Corridor Inventory. Those boundaries shall be field verified and submitted to SEWRPC for review.
50. Documentation must be presented to the Waukesha County Planning and Zoning Division confirming that, as required by Section NR 110.08(4) of the Wisconsin Administrative Code, the Southeastern Wisconsin Regional Planning Commission has reviewed and commented on the proposed sanitary sewer extension which will be needed to serve this development.
51. A letter shall be submitted from the Village of Menomonee Falls indicating that they are willing to extend sewer to the subdivision.
52. If a private sewage system and/or private well is to be removed, written documentation shall be submitted to Waukesha County Environmental Health Division stating the system and/or well has been properly abandoned. Documentation can be submitted to sod@waukeshacounty.gov.
53. The use of each Outlot shall be shown on future plat submittals. If the Outlots to be retained by the developer are for future development purposes, it shall be explicitly noted.
54. All required certificates shall be added to the final plat.

**Vote:** 6 - 0 Motion Carried

CONDITIONAL CERTIFICATION OF NO OBJECTION
CERTIFIED THIS 12 DAY OF November 20 24
Dale Shaver
DIRECTOR
WAUKESHA COUNTY DEPT OF PARKS & LAND USE

RECEIVED
By by Department of Parks & Land Use at 9:13 am, Oct 23, 2024

# QUIETWOOD

BEING A REDIVISION OF OUTLOT 4 OF "CRANES CROSSING ADDITION NO. 1 AND UNPLATTED LANDS, BEING LOCATED IN A PART OF THE NORTHEAST 1/4 AND SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 32 AND THE SOUTHWEST 1/4 AND SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 33 AND THE NORTHWEST 1/4, NORTHEAST 1/4, SOUTHWEST 1/4 AND SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 33, ALL IN TOWN 8 NORTH, RANGE 20 EAST, IN THE VILLAGE OF MENOMONEE FALLS, WAUKESHA COUNTY, WISCONSIN.

## OVERALL DETAIL SHEET

## GENERAL NOTES:

- ⊙—• Indicates Set 1.270" outside diameter x 18" long Reinforcing Bar weighing 4.303 lbs. per lineal foot. All other Lot and Outlot corners are staked with 0.750" outside diameter x 18" long Reinforcing Bar weighing 1.502 lbs. per lineal foot. (Unless otherwise noted)
- ●—• Indicates Found Monument, See Plan.
- All linear measurements have been made to the nearest one-hundredth of a foot.
- All angular measurements have been made to nearest second and computed to the nearest half-second.
- All bearings are referenced to Grid North of the Wisconsin State Plane Coordinate System, South Zone (NAD-27), in which the West line of the S.W. 1/4 of Section 33, Town 8 North, Range 20 East, Bears North 00°09'10" East.
- Outlots 2 and 4 contain open space.
- Outlots 2 and 5 are retained by the developer for future development.
- The Owners of the residential Lots within this Subdivision and any future additions to this Subdivision shall each own an equal undivided fractional interest in Outlots 1, 3 and 4 of this Subdivision. Waukesha County shall not be liable for fees or special charges in the event they become the owner of any Lot or Outlot in the Subdivision by reason of tax delinquency.
- Stormwater Management Facilities are located on Outlots 1 and 3 of this Subdivision. The owners of the residential lots within this Subdivision and future additions to this Subdivision shall each be liable for an equal undivided fractional share of the cost to repair, maintain or restore said Stormwater Management Facilities within Outlots 1 and 3. Said repairs, maintenance and restoration shall be performed by the owners of all lots within this Subdivision and future development of Outlot 5.
- Any land below the Ordinary High Water Mark of a lake or a navigable stream is subject to the Public Trust in navigable waters that is established under Article ix, Section 1, of the State Constitution.
- Wetland and Isolated Natural Resource Area (INRA) boundaries shown hereon were field delineated by Heartland Ecological Group, Inc. (Eric Parker) in 2023.
- All electric, telephone, and communication distribution lines and laterals, including CATV cables, constructed after the recording of this Subdivision shall be placed underground.
- All existing structures within the development to be razed.
- All Public Easements are herein dedicated to the Village of Menomonee Falls.

## BASEMENT RESTRICTION FOR GROUNDWATER NOTE:

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

## LOT CHARACTERISTICS: (PRD ZONING)

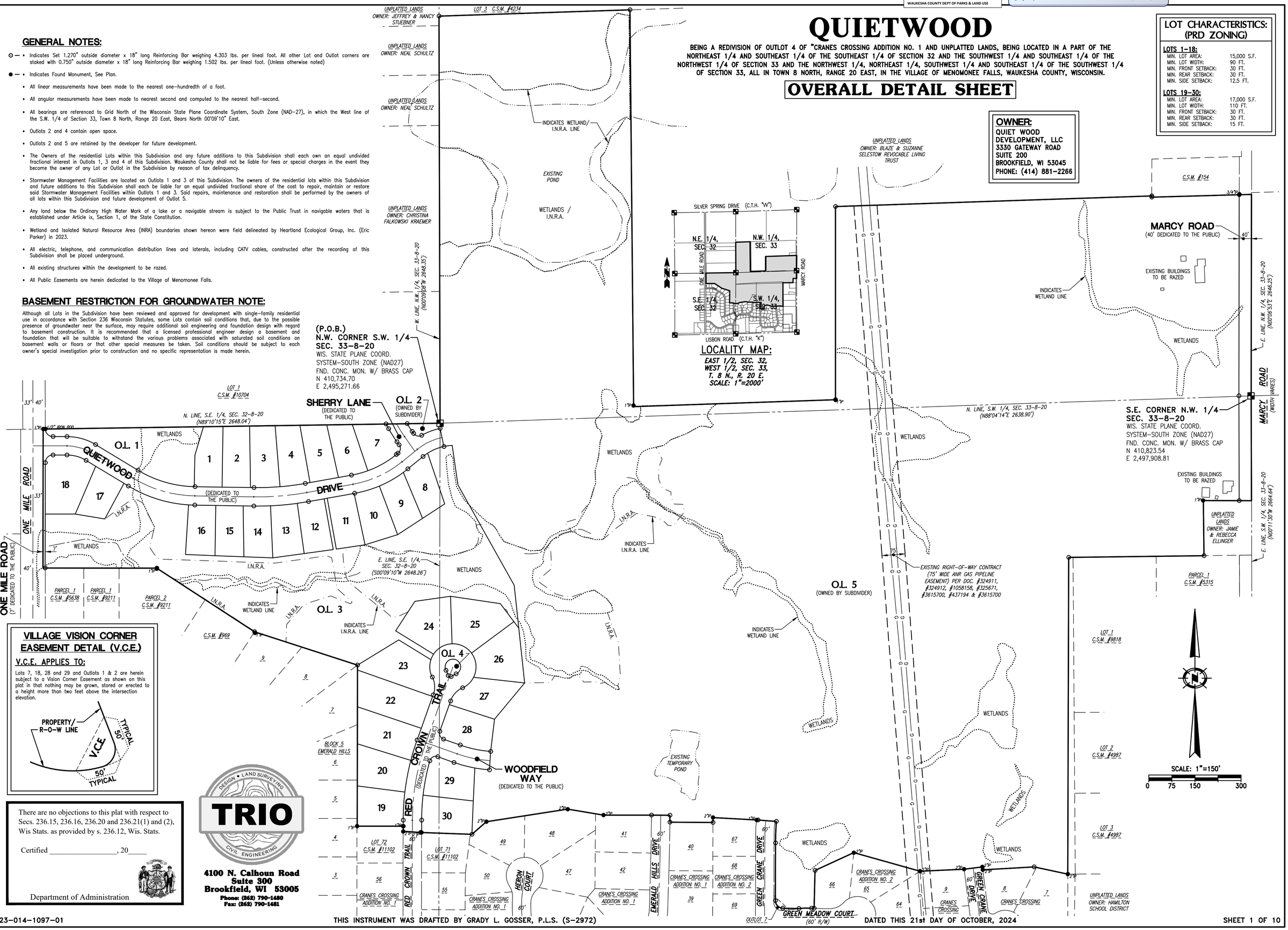
**LOTS 1–18:**

| | |
|---|---|
| MIN. LOT AREA: | 15,000 S.F. |
| MIN. LOT WIDTH: | 90 FT. |
| MIN. FRONT SETBACK: | 30 FT. |
| MIN. REAR SETBACK: | 30 FT. |
| MIN. SIDE SETBACK: | 12.5 FT. |

**LOTS 19–30:**

| | |
|---|---|
| MIN. LOT AREA: | 17,000 S.F. |
| MIN. LOT WIDTH: | 110 FT. |
| MIN. FRONT SETBACK: | 30 FT. |
| MIN. REAR SETBACK: | 30 FT. |
| MIN. SIDE SETBACK: | 15 FT. |

**OWNER:**
QUIET WOOD DEVELOPMENT, LLC
3330 GATEWAY ROAD
SUITE 200
BROOKFIELD, WI 53045
PHONE: (414) 881-2266




## VILLAGE VISION CORNER EASEMENT DETAIL (V.C.E.)

**V.C.E. APPLIES TO:**

Lots 7, 18, 28 and 29 and Outlots 1 & 2 are herein subject to a Vision Corner Easement as shown on this plat in that nothing may be grown, stored or erected to a height more than two feet above the intersection elevation.




There are no objections to this plat with respect to Secs. 236.15, 236.16, 236.20 and 236.21(1) and (2), Wis Stats. as provided by s. 236.12, Wis. Stats.

Certified _____, 20____

Department of Administration

TRIO
DESIGN • LAND SURVEYING • CIVIL ENGINEERING
4100 N. Calhoun Road
Suite 300
Brookfield, WI 53005
Phone: (262) 790-1480
Fax: (262) 790-1481

X:\2023\23-014-1097 QUIET WOOD - CRANES CROSSING NORTH - MEN. FALLS\DRAWINGS\SURVEY\PLATS\1695FPL01.DWG

23-014-1097-01 THIS INSTRUMENT WAS DRAFTED BY GRADY L. GOSSER, P.L.S. (S-2972) DATED THIS 21st DAY OF OCTOBER, 2024

# QUIETWOOD

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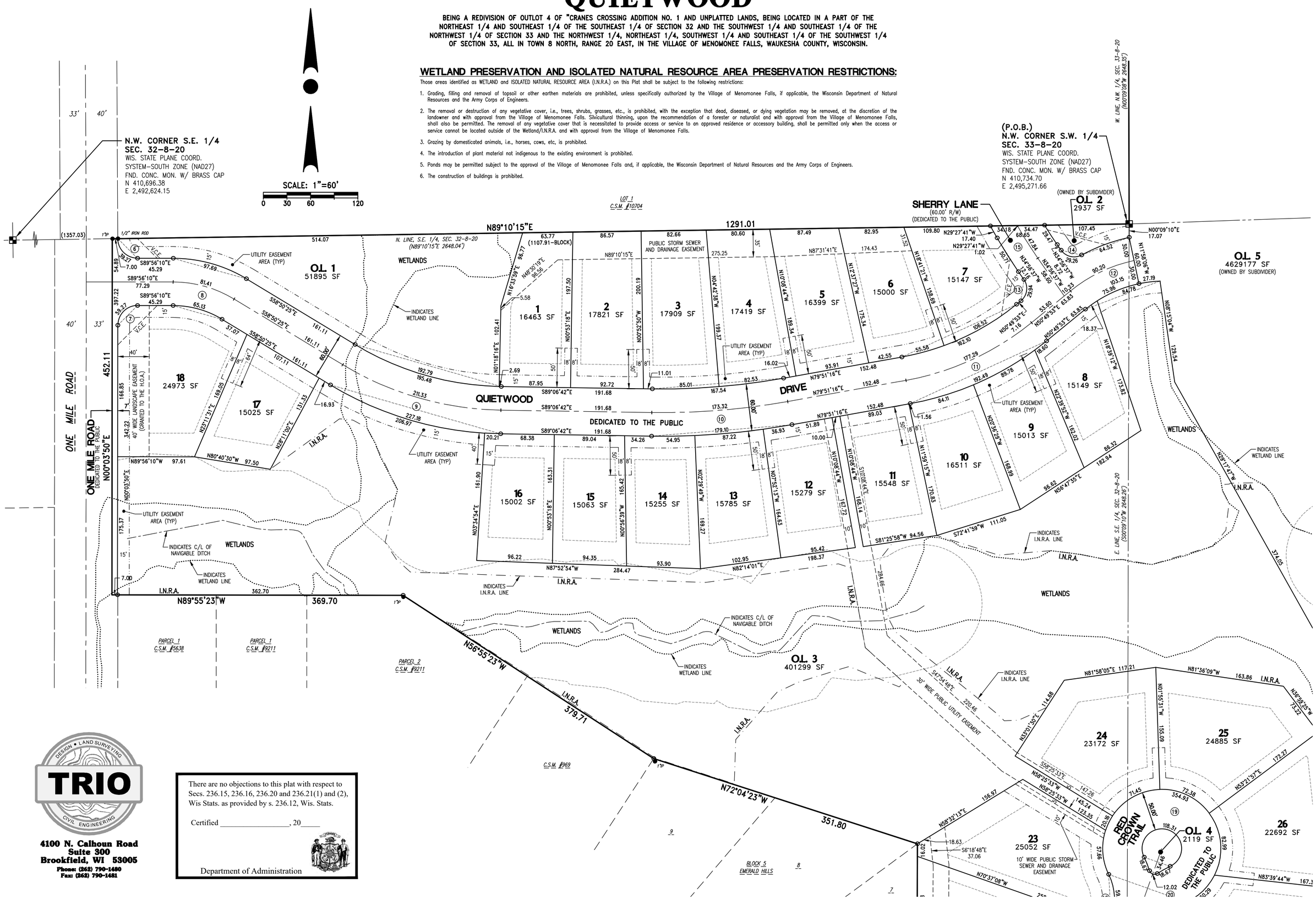
## WETLAND PRESERVATION AND ISOLATED NATURAL RESOURCE AREA PRESERVATION RESTRICTIONS:

Those areas identified as WETLAND and ISOLATED NATURAL RESOURCE AREA (I.N.R.A.) on this Plat shall be subject to the following restrictions:

1. Grading, filling and removal of topsoil or other earthen materials are prohibited, unless specifically authorized by the Village of Menomonee Falls, if applicable, the Wisconsin Department of Natural Resources and the Army Corps of Engineers.
2. The removal or destruction of any vegetative cover, i.e., trees, shrubs, grasses, etc., is prohibited, with the exception that dead, diseased, or dying vegetation may be removed, at the discretion of the landowner and with approval from the Village of Menomonee Falls. Silvicultural thinning, upon the recommendation of a forester or naturalist and with approval from the Village of Menomonee Falls, shall also be permitted. The removal of any vegetative cover that is necessitated to provide access or service to an approved residence or accessory building, shall be permitted only when the access or service cannot be located outside of the Wetland/I.N.R.A. and with approval from the Village of Menomonee Falls.
3. Grazing by domesticated animals, i.e., horses, cows, etc, is prohibited.
4. The introduction of plant material not indigenous to the existing environment is prohibited.
5. Ponds may be permitted subject to the approval of the Village of Menomonee Falls and, if applicable, the Wisconsin Department of Natural Resources and the Army Corps of Engineers.
6. The construction of buildings is prohibited.





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There are no objections to this plat with respect to Secs. 236.15, 236.16, 236.20 and 236.21(1) and (2), Wis Stats. as provided by s. 236.12, Wis. Stats.

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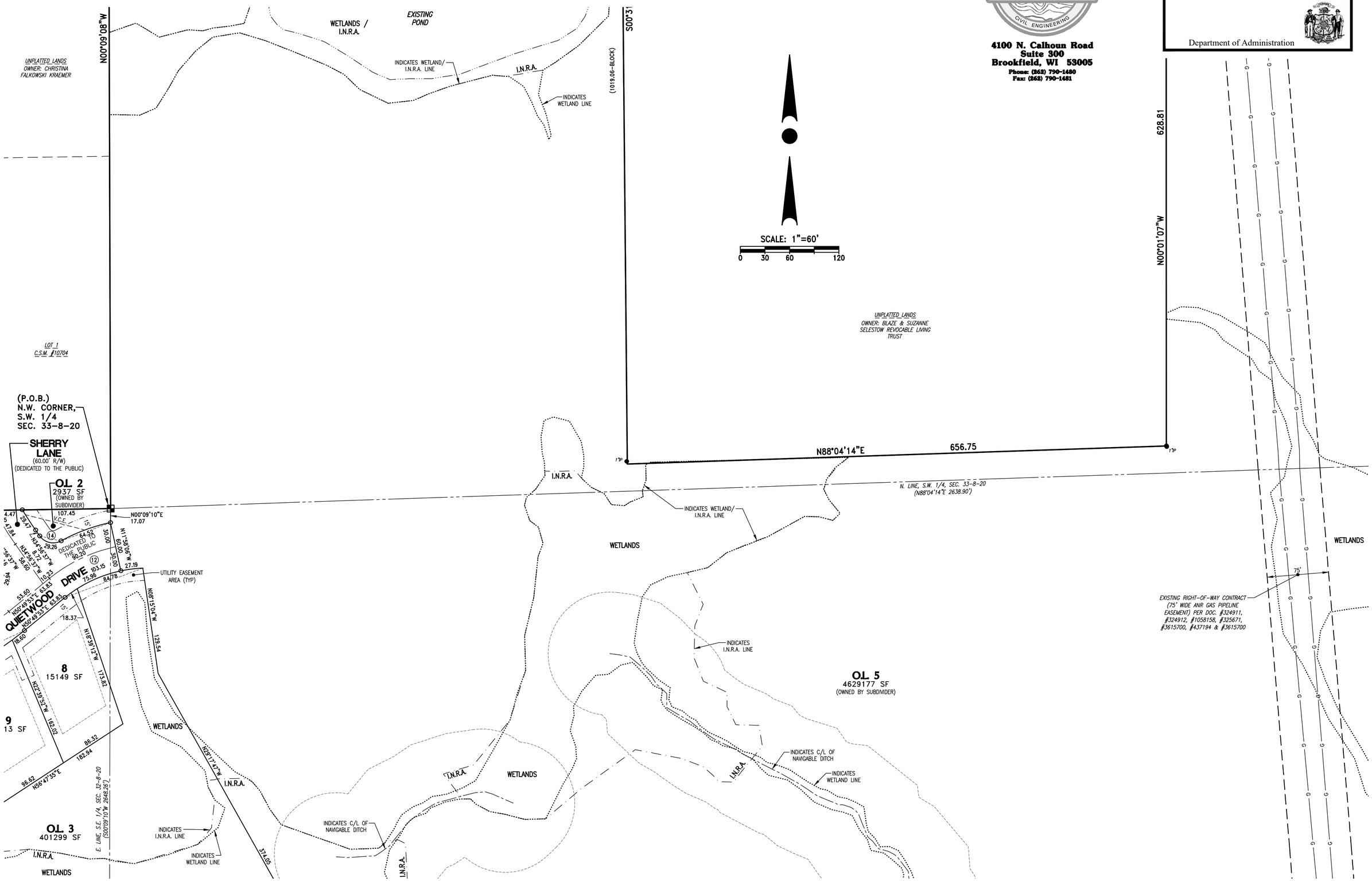


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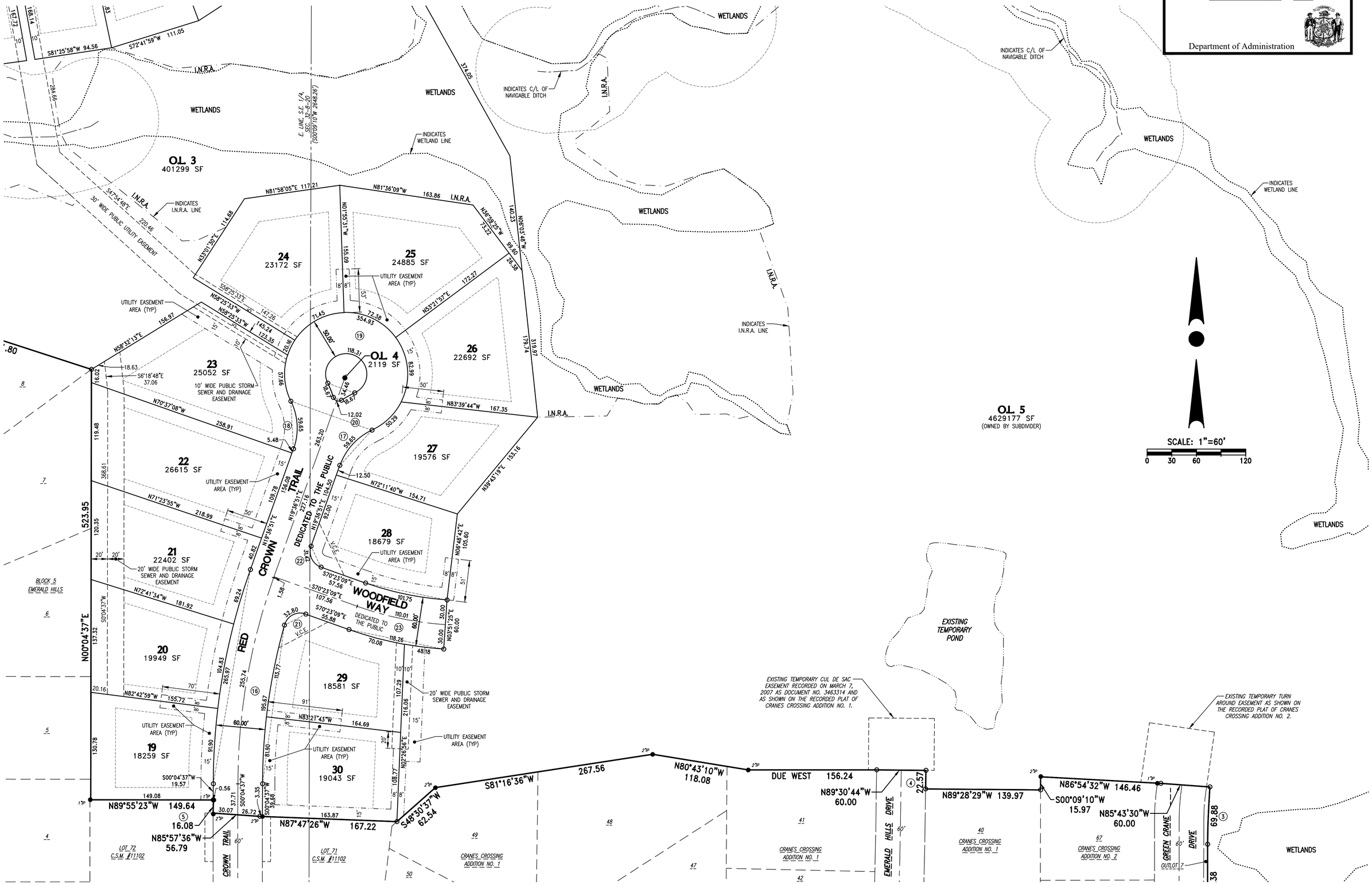


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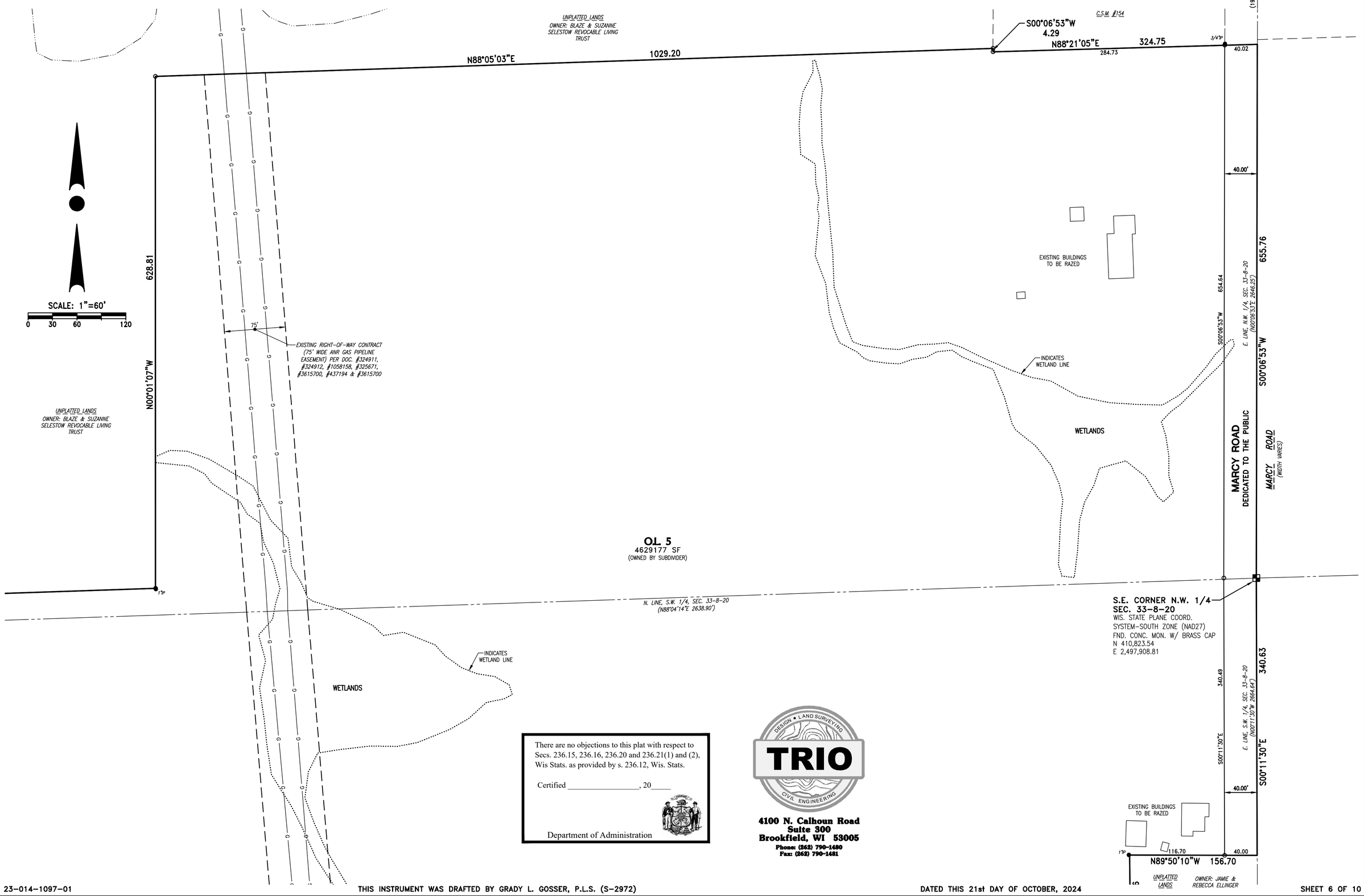


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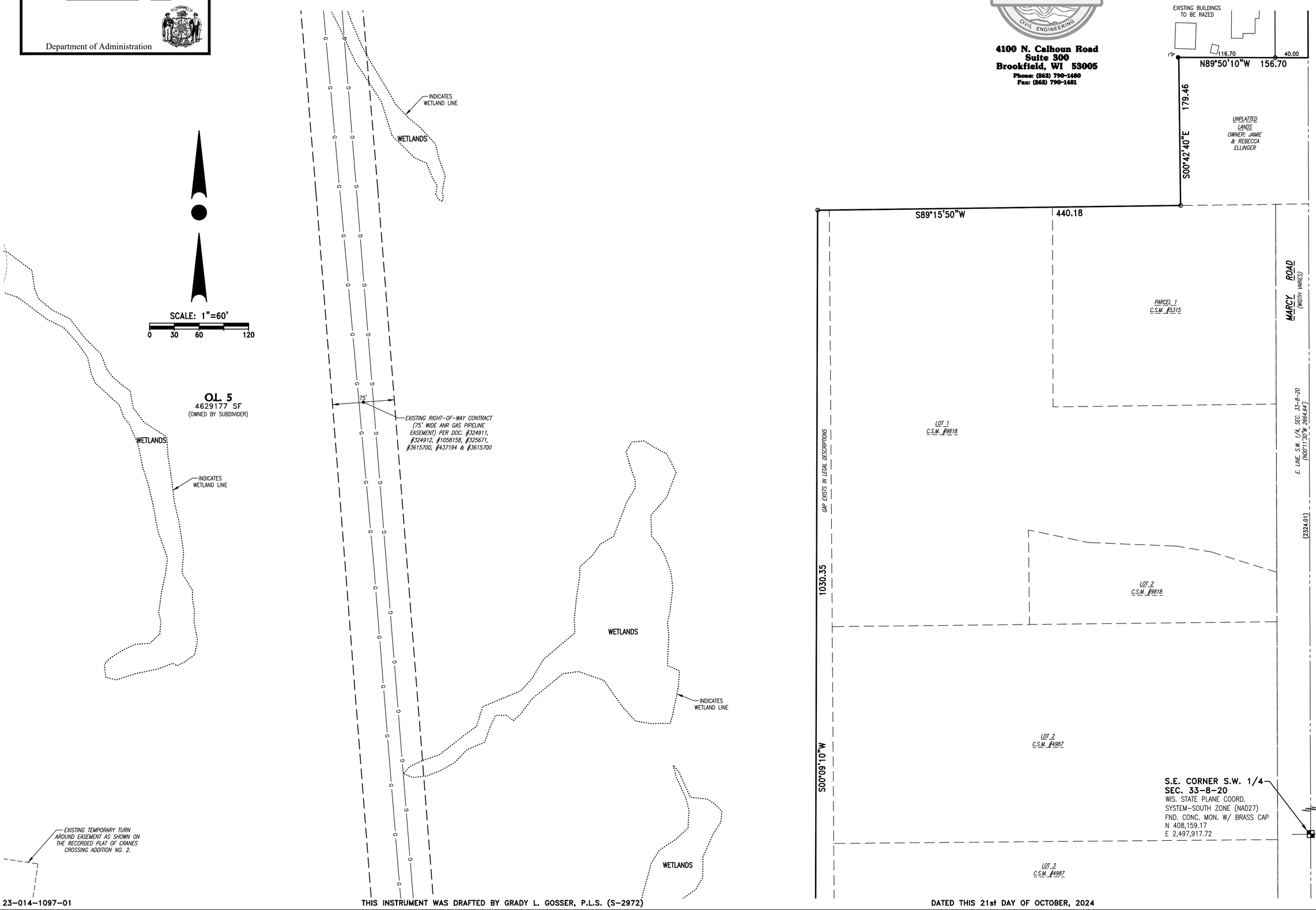


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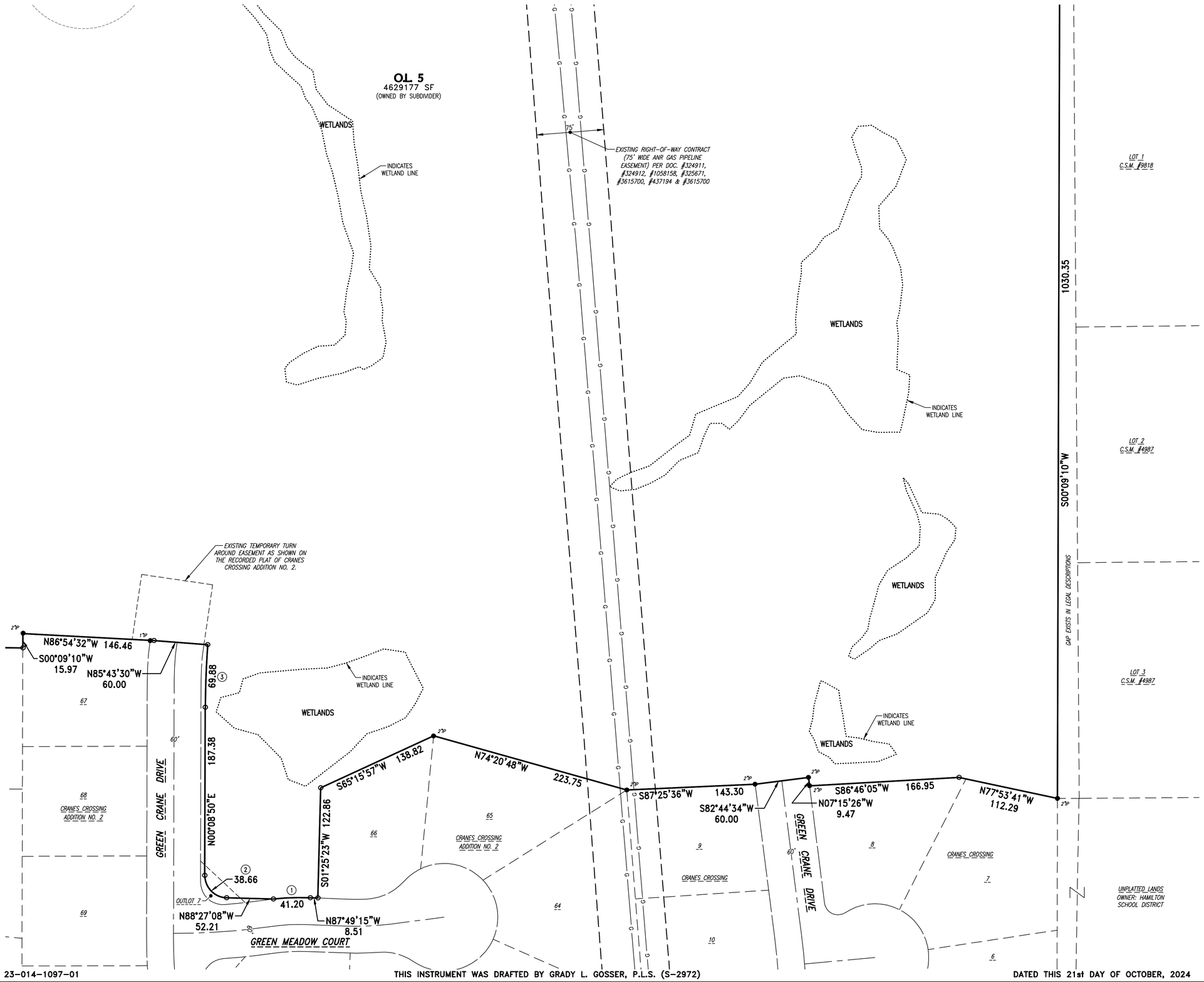


SCALE: 1"=60'

0 30 60 120


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## CURVE TABLE:

| NO. | LOT(S) | RADIUS | CENTRAL ANGLE | ARC | CHORD | CHORD BEARING | TANGENT IN | TANGENT OUT |
|---|---|---|---|---|---|---|---|---|
| 1 | BOUNDARY | 280.00 | 8°25'51" | 41.20 | 41.16 | S87°57'49.5"W | N87°49'15"W | S83°44'54"W |
| 2 | BOUNDARY | 25.00 | 88°35'58" | 38.66 | 34.92 | N44°09'09"W | N88°27'08"W | N00°08'50"E |
| 3 | BOUNDARY | 970.00 | 4°07'40" | 69.88 | 69.87 | N02°12'40"E | N00°08'50"E | N04°16'30"E |
| 4 | BOUNDARY | 8030.00 | 0°09'40" | 22.57 | 22.57 | N00°34'06"E | N00°38'56"E | N00°29'16"E |
| 5 | BOUNDARY | 260.00 | 3°32'35" | 16.08 | 16.08 | N02°02'59.5"E | N00°16'42"E | N03°49'17"E |
| 6 | OUTLOT 1 | 25.00 | 90°00'00" | 39.27 | 35.36 | S44°56'10"E | S00°03'50"W | S89°56'10"E |
| 7 | 18 | 25.00 | 90°00'00" | 39.27 | 35.36 | S45°03'50"W | N89°56'10"W | S00°03'50"W |
| 8 | C/L | 150.00 | 31°05'45" | 81.41 | 80.41 | N74°23'17.5"W | N58°50'25"W | N89°56'10"W |
| | NORTH | 180.00 | 31°05'45" | 97.69 | 96.50 | N74°23'17.5"W | N58°50'25"W | N89°56'10"W |
| | SOUTH | 120.00 | 31°05'45" | 65.13 | 64.33 | N74°23'17.5"W | N58°50'25"W | N89°56'10"W |
| 9 | C/L | 400.00 | 30°16'17" | 211.33 | 208.88 | S73°58'33.5"E | S58°50'25"E | S89°06'42"E |
| | NORTH | 370.00 | 30°16'17" | 195.48 | 193.22 | S73°58'33.5"E | S58°50'25"E | S89°06'42"E |
| | OUTLOT 1 | 370.00 | 29°51'19" | 192.79 | 190.62 | S73°46'04.5"E | S58°50'25"E | S88°41'44"E |
| | 1 | 370.00 | 0°24'58" | 2.69 | 2.69 | S88°54'13"E | S88°41'44"E | S89°06'42"E |
| | SOUTH | 430.00 | 30°16'17" | 227.18 | 224.55 | S73°58'33.5"E | S58°50'25"E | S89°06'42"E |
| | OUTLOT 3 | 430.00 | 27°34'41" | 206.97 | 204.98 | S72°37'45.5"E | S58°50'25"E | S86°25'06"E |
| | 16 | 430.00 | 2°41'36" | 20.21 | 20.21 | S87°45'54"E | S86°25'06"E | S89°06'42"E |
| 10 | C/L | 900.00 | 11°02'02" | 173.32 | 173.05 | N85°22'17"E | S89°06'42"E | N79°51'16"E |
| | NORTH | 870.00 | 11°02'02" | 167.54 | 167.28 | N85°22'17"E | S89°06'42"E | N79°51'16"E |
| | 3 | 870.00 | 5°35'56" | 85.01 | 84.98 | N88°05'20"E | S89°06'42"E | N85°17'22"E |
| | 4 | 870.00 | 5°26'06" | 82.53 | 82.50 | N82°34'19"E | N85°17'22"E | N79°51'16"E |
| | SOUTH | 930.00 | 11°02'02" | 179.10 | 178.82 | N85°22'17"E | S89°06'42"E | N79°51'16"E |
| | 14 | 930.00 | 3°23'07" | 54.95 | 54.94 | N89°11'44.5"E | S89°06'42"E | N87°30'11"E |
| | 13 | 930.00 | 5°22'24" | 87.22 | 87.19 | N84°48'59"E | N87°30'11"E | N82°07'47"E |
| | 12 | 930.00 | 2°16'31" | 36.93 | 36.93 | N80°59'31.5"E | N82°07'47"E | N79°51'16"E |
| 11 | C/L | 350.00 | 29°01'23" | 177.29 | 175.40 | N65°20'34.5"E | N79°51'16"E | N50°49'53"E |
| | NORTH | 320.00 | 29°01'23" | 162.10 | 160.37 | N65°20'34.5"E | N79°51'16"E | N50°49'53"E |
| | 6 | 320.00 | 9°57'03" | 55.58 | 55.51 | N74°52'44.5"E | N79°51'16"E | N69°54'13"E |
| | 7 | 320.00 | 19°04'20" | 106.52 | 106.03 | N60°22'03"E | N69°54'13"E | N50°49'53"E |
| | SOUTH | 380.00 | 29°01'23" | 192.49 | 190.44 | N65°20'34.5"E | N79°51'16"E | N50°49'53"E |
| | 10 | 380.00 | 12°40'53" | 84.11 | 83.93 | N73°30'49.5"E | N79°51'16"E | N67°10'23"E |
| | 9 | 380.00 | 13°32'16" | 89.78 | 89.58 | N60°24'15"E | N67°10'23"E | N53°38'07"E |
| | 8 | 380.00 | 2°48'14" | 18.60 | 18.59 | N52°14'00"E | N53°38'07"E | N50°49'53"E |
| 12 | C/L | 190.00 | 27°12'01" | 90.20 | 89.35 | N64°25'53.5"E | N50°49'53"E | N78°01'54"E |
| | NORTH | 220.00 | 16°48'09" | 64.52 | 64.29 | N69°37'49.5"E | N61°13'45"E | N78°01'54"E |
| | SOUTH | 160.00 | 36°56'13" | 103.15 | 101.37 | N69°17'59.5"E | N50°49'53"E | N87°46'06"E |
| | R/W | 160.00 | 27°12'01" | 75.96 | 75.25 | N64°25'53.5"E | N50°49'53"E | N78°01'54"E |
| | OUTLOT 5 | 160.00 | 9°44'12" | 27.19 | 27.16 | N82°54'00"E | N78°01'54"E | N87°46'06"E |
| | 8 | 160.00 | 6°34'47" | 18.37 | 18.36 | N54°07'16.5"E | N50°49'53"E | N57°24'40"E |
| | OUTLOT 3 | 160.00 | 30°21'26" | 84.78 | 83.79 | N72°35'23"E | N57°24'40"E | N87°46'06"E |

## CURVE TABLE:

| NO. | LOT(S) | RADIUS | CENTRAL ANGLE | ARC | CHORD | CHORD BEARING | TANGENT IN | TANGENT OUT |
|---|---|---|---|---|---|---|---|---|
| 13 | 7 | 20.00 | 85°46'30" | 29.94 | 27.22 | N07°56'38"E | N50°49'53"E | N34°56'37"W |
| 14 | OUTLOT 2 | 20.00 | 83°49'38" | 29.26 | 26.72 | S76°51'26"E | S34°56'37"E | N61°13'45"E |
| 15 | C/L | 500.00 | 5°28'56" | 47.84 | 47.82 | S32°12'09"E | S29°27'41"E | S34°56'37"E |
| | EAST | 470.00 | 3°35'33" | 29.47 | 29.46 | S33°08'50.5"E | S31°21'04"E | S34°56'37"E |
| | WEST | 530.00 | 5°28'56" | 50.71 | 50.69 | S32°12'09"E | S29°27'41"E | S34°56'37"E |
| 16 | C/L | 750.00 | 19°32'14" | 255.74 | 254.50 | S09°50'44"W | S19°36'51"W | S00°04'37"W |
| | EAST | 720.00 | 15°34'14" | 195.67 | 195.07 | S07°51'44"W | S15°38'51"W | S00°04'37"W |
| | 30 | 720.00 | 6°31'01" | 81.90 | 81.85 | S03°20'07.5"W | S06°35'38"W | S00°04'37"W |
| | 29 | 720.00 | 9°03'13" | 113.77 | 113.65 | S11°07'14.5"W | S15°38'51"W | S06°35'38"W |
| | WEST | 780.00 | 19°32'14" | 265.97 | 264.69 | S09°50'44"W | S19°36'51"W | S00°04'37"W |
| | 19 | 780.00 | 6°45'01" | 91.90 | 91.84 | S03°27'07.5"W | S06°49'38"W | S00°04'37"W |
| | 20 | 780.00 | 7°42'03" | 104.83 | 104.76 | S10°40'39.5"W | S14°31'41"W | S06°49'38"W |
| | 21 | 780.00 | 5°05'10" | 69.24 | 69.22 | S17°04'16"W | S19°36'51"W | S14°31'41"W |
| 17 | 27 | 75.00 | 45°34'23" | 59.65 | 58.09 | S42°24'02.5"W | S65°11'14"W | S19°36'51"W |
| | OUTLOT 4 | 125.00 | 8°33'30" | 18.67 | 18.65 | S60°54'29"W | S65°11'14"W | S56°37'44"W |
| 18 | 23 | 75.00 | 45°34'23" | 59.65 | 58.09 | N03°10'20.5"W | N19°36'51"E | N25°57'32"W |
| | OUTLOT 4 | 125.00 | 8°33'29" | 18.67 | 18.65 | N21°40'47.5"W | N17°24'03"W | N25°57'32"W |
| 19 | TOTAL | 75.00 | 271°08'46" | 354.93 | 105.00 | N70°23'09"W | N65°11'14"E | S25°57'32"E |
| | 27 | 75.00 | 38°25'07" | 50.29 | 49.35 | N45°58'40.5"E | N65°11'14"E | N26°46'07"E |
| | 26 | 75.00 | 63°24'10" | 82.99 | 78.82 | N04°55'58"W | N26°46'07"E | N36°38'03"W |
| | 25 | 75.00 | 55°17'28" | 72.38 | 69.60 | N64°16'47"W | N36°38'03"W | S88°04'29"W |
| | 24 | 75.00 | 54°34'56" | 71.45 | 68.78 | S60°47'01"W | S88°04'29"W | S33°29'33"W |
| | OUTLOT 3 | 75.00 | 15°24'12" | 20.16 | 20.10 | S25°47'27"W | S33°29'33"W | S18°05'21"W |
| | 23 | 75.00 | 44°02'53" | 57.66 | 56.25 | S03°56'05.5"E | S18°05'21"W | S25°57'32"E |
| | OUTLOT 4 | 25.00 | 271°08'46" | 118.31 | 35.00 | N70°23'09"W | N65°11'14"E | S25°57'32"E |
| 20 | OUTLOT 4 | 6.50 | 105°58'13" | 12.02 | 10.38 | S70°23'09.5"E | S17°24'03"E | N56°37'44"E |
| 21 | 29 | 20.00 | 93°58'00" | 32.80 | 29.25 | S62°37'51"W | N70°23'09"W | S15°38'51"W |
| 22 | 28 | 20.00 | 89°59'58" | 31.42 | 28.28 | S25°23'09"E | S19°36'50"W | S70°23'08"E |
| 23 | C/L | 400.00 | 15°45'26" | 110.01 | 109.66 | S78°15'52"E | S70°23'09"E | S86°08'35"E |
| | NORTH | 370.00 | 15°45'26" | 101.75 | 101.43 | S78°15'52"E | S70°23'09"E | S86°08'35"E |
| | SOUTH | 430.00 | 15°45'26" | 118.26 | 117.88 | S78°15'52"E | S70°23'09"E | S86°08'35"E |
| | 29 | 430.00 | 9°20'17" | 70.08 | 70.00 | S75°03'17.5"E | S70°23'09"E | S79°43'26"E |
| | OUTLOT 5 | 430.00 | 6°25'09" | 48.18 | 48.15 | S82°56'00.5"E | S79°43'26"E | S86°08'35"E |

There are no objections to this plat with respect to Secs. 236.15, 236.16, 236.20 and 236.21(1) and (2), Wis Stats. as provided by s. 236.12, Wis. Stats.

Certified _____, 20_____

Department of Administration


TRIO
DESIGN • LAND SURVEYING
CIVIL ENGINEERING

4100 N. Calhoun Road
Suite 300
Brookfield, WI 53005
Phone: (262) 790-1480
Fax: (262) 790-1481

# QUIETWOOD

BEING A REDIVISION OF OUTLOT 4 OF "CRANES CROSSING ADDITION NO. 1 AND UNPLATTED LANDS, BEING LOCATED IN A PART OF THE NORTHEAST 1/4 AND SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 32 AND THE SOUTHWEST 1/4 AND SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 33 AND THE NORTHWEST 1/4, NORTHEAST 1/4, SOUTHWEST 1/4 AND SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 33, ALL IN TOWN 8 NORTH, RANGE 20 EAST, IN THE VILLAGE OF MENOMONEE FALLS, WAUKESHA COUNTY, WISCONSIN.

## SURVEYOR'S CERTIFICATE:

STATE OF WISCONSIN )
) SS
COUNTY OF WAUKESHA)

I, Grady L. Gosser, Professional Land Surveyor, do hereby certify:

That I have surveyed, divided and mapped a redivision of Outlot 4 of "Cranes Crossing Addition No. 1" and Unplatted Lands, being located in a part of the Northeast 1/4 and Southeast 1/4 of the Southeast 1/4 of Section 32 and the Southwest 1/4 and Southeast 1/4 of the Northwest 1/4 of Section 33 and the Northwest 1/4, Northeast 1/4, Southwest 1/4 and Southeast 1/4 of the Southwest 1/4 of Section 33, all in Town 8 North, Range 20 East, in the Village of Menomonee Falls, Waukesha County, Wisconsin, now being more particularly bounded and described as follows:

Commencing at the Northwest corner of the said Southwest 1/4 of said Section 33; Said point being the place of beginning of lands hereinafter described:

Thence North 00°09'08" West and along the West line of the said Northwest 1/4 of said Section 33, 1324.18 feet to the Southwest corner of Lot 3 of Certified Survey Map No. 4234; Thence North 88°05'52" East and along the South line of said Lot 3 of said Certified Survey Map No. 4234 and along the North line of the South 1/2 of the said Northwest 1/4 Section, 621.26 feet to the Northwest corner of lands described in Document No. 3617228; Thence South 00°31'45" East and along the West line of said lands described in said Document No. 3617228, 1290.63 feet to a point; Thence North 88°04'14" East being parallel to and at a right angle distance of 33.00 from the South line of the said Northwest 1/4 of said Section 33, 656.75 feet to a point; Thence North 00°01'07" West being parallel to and at a right angle distance of 33.00 from the East line of the said Southwest 1/4 of the said Northwest 1/4 of said Section 33, 628.81 feet to a point; Thence North 88°05'03" East and along the North line of the South 1/2 of the said Southeast 1/4 of the said Northwest 1/4 of said Section 33, 1029.20 feet to a point on the West line of Certified Survey Map No. 154; Thence South 00°06'53" West and along the said West line of said Certified Survey Map No. 154, 4.29 feet to a point; Thence North 88°21'05" East and along the South line of said Certified Survey Map No. 154, 324.75 feet to a point on the East line of the said Northwest 1/4 of said Section 33; Thence South 00°06'53" West and along the East line of the said Northwest 1/4 of said Section 33 and the centerline of "Marcy Road", 655.76 feet to a point marking the Northeast corner of the said Southwest 1/4 of said Section 33; Thence South 00°11'30" East and along the East line of the said Southwest 1/4 of said Section 33, 340.63 feet to a point; Thence North 89°50'10" West and along the North line of lands described in Document No. 4372909, 156.70 feet to a point; Thence South 00°42'40" East and along the West line of said lands described in said Document No. 4372909, 179.46 feet to a point on the North line of Parcel 1 of Certified Survey Map No. 5315; Thence South 89°15'50" West and along the said North line of said Parcel 1 and then the North line of Lot 1 of Certified Survey Map No. 9818 and the Westerly extension thereof, 440.18 feet to a point; Thence South 00°09'10" West, 1030.35 feet to the Northeast corner of "Cranes Crossing" (A Subdivision Plat of Record); Thence North 77°53'41" West and along the North line of said "Cranes Crossing", 112.29 feet to a point; Thence South 86°46'05" West and along the said North line, 166.95 feet to a point on the East Right-of-Way line of "Green Crane Drive"; Thence North 07°15'26" West and along the said East Right-of-Way line, 9.47 feet to a point; Thence South 82°44'34" West and along the said North line of said "Cranes Crossing", 60.00 feet to a point on the West Right-of-Way line of said "Green Crane Drive"; Thence South 87°25'36" West and along the said North line of said "Cranes Crossing", 143.30 feet to the Northeast corner of "Cranes Crossing Addition No. 2" (A Subdivision Plat of Record); Thence North 74°20'48" West and along the North line of said "Cranes Crossing Addition No. 2", 223.75 feet to a point; Thence South 65°15'57" West and along the said North line, 138.82 feet to a point; Thence South 01°25'23" West and along the said North line, 122.86 feet to a point on the North Right-of-Way line of "Green Meadow Court"; Thence North 87°49'15" West and along the said North Right-of-Way line, 8.51 feet to a point of curvature; Thence Southwesterly 41.20 feet along the said North Right-of-Way line and the arc of a curve, whose center lies to the Southeast, whose radius is 280.00 feet, whose central angle is 08°25'51", and whose chord bears South 87°57'49.5" West, 41.16 feet to a point; Thence North 88°27'08" West and along the said North line of said "Cranes Crossing Addition No. 2", 52.21 feet to a point or curvature; Thence Northwesterly 38.66 feet along the said North line and the arc of a curve, whose center lies to the Northeast, whose radius is 25.00 feet, whose central angle is 88°35'58", and whose chord bears North 44°09'09" West, 34.92 feet to a point of tangency; Thence North 00°08'50" East and along the said North line, 187.38 feet to a point of curvature; Thence Northeasterly 69.88 feet along the said North line and the arc of a curve, whose center lies to the Southeast, whose radius is 970.00 feet, whose central angle is 04°07'40", and whose chord bears North 02°12'40" East, 69.87 feet to a point; Thence North 85°43'30" West and along the said North line, 60.00 feet to a point; Thence North 86°54'32" West and along the said North line, 146.46 feet to the Northwest corner of said "Cranes Crossing Addition No. 2"; Thence South 00°09'10" West and along the West line of said "Cranes Crossing Addition No. 2", 15.97 feet to a point; Thence North 89°28'29" West and along the South line of said Outlot 4 of said "Cranes Crossing Addition No. 1", 139.97 feet to a point on the East Right-of-Way line of "Emerald Hills Drive"; Thence Northeasterly 22.57 feet along the arc of a curve, whose center lies to the Northwest, whose radius 8030.00 feet, whose central angle is 00°09'40", and whose chord bears North 00°34'06" East, 22.57 feet to a point; Thence North 89°30'44" West, 60.00 feet to a point on the West Right-of-Way line of said "Emerald Hills Drive; Thence Due West and along the North line of Lot 41 of said "Cranes Crossing Addition No. 1", 156.24 feet to the Southwest corner of said Outlot 4; Thence North 80°43'10" West and along the North line of said Lot 41 and then Lot 48 of said "Cranes Crossing Addition No. 1", 118.08 feet to a point; Thence South 81°16'36" West and along the said North line of said Lot 48 and then Lot 49 of said "Cranes Crossing Addition No. 1", 267.56 feet to a point; Thence South 48°30'37" West and along the said North line of said Lot 49, 62.54 feet to a point; Thence North 87°47'26" West and along the North line of Lot 71 of Certified Survey Map No. 11102 and the Westerly extension thereof, 167.22 feet to a point; Thence North 85°57'36" West, 56.79 feet to a point on the West Right-of-Way line of "Red Crown Trail"; Thence Northeasterly 16.08 feet along the said West Right-of-Way line and the arc of a curve, whose center lies to the Southeast, whose radius is 260.00 feet, whose central angle is 03°32'35", and whose chord bears North 02°02'59.5" East, 16.08 feet to a point; Thence North 89°55'23" West and along the North line of Lot 72 of said Certified Survey Map No. 11102, 149.64 feet (recorded as 150.56') to a point on the East line of Block 5 of "Emerald Hills" (a Subdivision Plat of record); Thence North 00°04'37" East and along the said East line of said Block 5, 523.95 feet to a point; Thence North 72°04'23" West and along the North line of said Block 5, 351.80 feet to a point; Thence North 56°55'23" West and along the Northeasterly line of Certified Survey Map No. 969 and then the Northeasterly line of Parcel 2 of Certified Survey Map No. 9211, 379.71 feet to a point; Thence North 89°55'23" West and along the North line of Parcel 1 and said Parcel 2 of said Certified Survey Map No. 9211 and then the North line of Parcel 1 of Certified Survey Map No. 5638, 369.70 feet to a point on the East Right-of-Way line of "One Mile Road"; Thence North 00°03'50" East and along the said East Right-of-Way line, 452.11 feet to a point on the North line of the said Southeast 1/4 of said Section 32; Thence North 89°10'15" East and along the said North line of the said Southeast 1/4 of said Section 32, 1291.01 feet to the point of beginning of this description.

Said Parcel contains 5,827,893 Square Feet (or 133.7900 Acres) of land, more or less.

That I have made such survey, land division, and map by the direction of QUIET WOOD DEVELOPMENT, LLC, owner of said lands.

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

That I have fully complied with the provisions of Chapter 236 of the Wisconsin Statutes and the subdivision regulations of the Village of Menomonee Falls in surveying, dividing and mapping the same.

Dated this _____ Day of _____, 20 _____.

_____
Grady L. Gosser, P.L.S.
Professional Land Surveyor, S-2972
TRIO ENGINEERING, LLC
4100 N. Calhoun Road, Suite 300
Brookfield, WI 53005
Phone: (262)790-1480 Fax: (262)790-1481

## CORPORATE OWNER'S CERTIFICATE OF DEDICATION:

QUIET WOOD DEVELOPMENT, LLC, a Wisconsin Limited Liability Company duly organized and existing under and by virtue of the laws of the State of Wisconsin, as owner, certifies that said Limited Liability Company has caused the land described on this plat to be surveyed, divided, mapped and dedicated as represented on this plat. I also certify that this plat is required by S.236.10 or S.236.12 to be submitted to the following for approval or objection.

APPROVING AGENCIES:

1. Village of Menomonee Falls

AGENCIES WHO MAY OBJECT:

1. State of Wisconsin, Department of Administration
2. Waukesha County, Department of Parks and Land Use

Witness the hand and seal of said Owner this _____ day of _____, 20_____.

QUIET WOOD DEVELOPMENT, LLC

_____
Marv Berg, President

STATE OF WISCONSIN )
) SS
COUNTY OF WAUKESHA )

Personally came before me this _____ day of _____, 20_____, the above named Marv Berg, President of the above named Limited Liability Company, to me known to be the person who executed the foregoing instrument, and to me known to be such President of said Limited Liability Company, and acknowledged that he executed the foregoing instrument as such officer as the deed of said Limited Liability Company, by its authority.

_____
Print Name: _____
Public, Waukesha County, WI
My Commission Expires: _____

## CONSENT OF CORPORATE MORTGAGEE:

_____, a corporation duly organized and existing by virtue of the laws of the State of Wisconsin, Mortgagee of the above described land, does hereby consent to the surveying, dividing and mapping of the land described on this Plat, and does hereby consent to the above certificate of QUIET WOOD DEVELOPMENT, LLC, owner, this _____ day of _____, 20 _____.

_____

STATE OF WISCONSIN )
) SS
COUNTY OF )

Personally came before me this _____ day of _____, 20_____, the above named _____, _____ of the above named corporation, to me known to be the person who executed the foregoing instrument, and to me known to be such _____of said corporation, and acknowledged that he executed the foregoing instrument as such officer as the deed of said corporation, by its authority.

_____
Print Name: _____
Public, Waukesha County, WI
My Commission Expires: _____

## UTILITY EASEMENT PROVISIONS:

An Easement for electric, natural gas, and communications service is hereby granted by

QUIET WOOD DEVELOPMENT, LLC, Grantor, to

WISCONSIN ELECTRIC POWER COMPANY and WISCONSIN GAS, LLC, Wisconsin corporations doing business as We Energies, and WISCONSIN BELL, INC. doing business as AT&T Wisconsin, a Wisconsin corporation, and SPECTRUM MID-AMERICA, LLC, Grantee, AND

their respective successors and assigns, to construct, install, operate, repair, maintain and replace from time to time, facilities used in connection with overhead and underground transmission and distribution of electricity and electric energy, natural gas, telephone and cable TV facilities for such purposes as the same is now or may hereafter be used, all in, over, under, across, along and upon the property shown within those areas on the plat designated as "Utility Easement Areas" and the property designated on the plat for streets and alleys, whether public or private, together with the right to install service connections upon, across within and beneath the surface of each lot to serve improvements, theron, or on adjacent lots; also the right to trim or cut down trees, brush and roots as may be reasonably required incident to the rights herein given, and the right to enter upon the subdivided property for all such purposes. The Grantees agree to restore or cause to have restored, the property, as nearly as is reasonably possible, to the condition existing prior to such entry by the Grantees or their agents. This restoration, however, does not apply to the initial installation of said underground and/or above ground electric facilities, natural gas facilities, or telephone and cable TV facilities or to any trees, brush or roots which may be removed at any time pursuant to the rights herein granted. Buildings shall not be placed over Grantees' facilities or in, upon or over the property within the lines marked "Utility Easement Areas" without the prior written consent of Grantees. After installation of any such facilities, the grade of the subdivided property shall not be altered by more than four inches without written consent of grantees.

The grant of easement shall be binding upon and inure to the benefit of the heirs, successors and assigns of all parties hereto.

## CERTIFICATE OF COUNTY TREASURER:

STATE OF WISCONSIN )
) SS
COUNTY OF WAUKESHA)

I, Pamela F. Reeves, being duly elected, qualified and acting Treasurer of the County of Waukesha, do hereby certify that the records in my office show no unredeemed tax sales and no unpaid taxes or special assessments as of this _____ Day of _____, 20 _____ on any of the land included in the Plat of "QUIETWOOD".

Dated this _____ Day of _____, 20 _____.

_____
Pamela F. Reeves, County Treasurer

## CERTIFICATE OF VILLAGE TREASURER:

STATE OF WISCONSIN )
) SS
COUNTY OF WAUKESHA)

I, Valerie Emrich, being duly appointed, qualified and acting Interim Treasurer of the Village of Menomonee Falls, do hereby certify that in accordance with the records in my office, there are no unpaid taxes or special assessments as of this _____ Day of _____, 20 ____ on any of the land included in the Plat of "QUIETWOOD".

Dated this _____ Day of _____, 20 _____.

_____
Valerie Emrich, Interim Village Treasurer

## VILLAGE BOARD APPROVAL:

Resolved, that the plat of "QUIETWOOD", in the Village of Menomonee Falls, having been recommended by the Plan Commission, and being the same, is hereby approved and the dedication herein accepted by the Village Board of Trustees of the Village of Menomonee Falls, on this _____ Day of _____, 20 _____.

_____
Jeremy Walz, Village President

I hereby certify that the foregoing is a copy of a resolution adopted by the Village Board of Trustees of the Village of Menomonee Falls.

_____
Amy Dishinger, Village Clerk

## MENOMONEE FALLS PLAN COMMISSION:

Preliminary Approval: Date: _____ _____
Secretary

Final Approval: Date: _____ _____
Secretary

There are no objections to this plat with respect to Secs. 236.15, 236.16, 236.20 and 236.21(1) and (2), Wis Stats. as provided by s. 236.12, Wis. Stats.

Certified _____, 20_____

Department of Administration

DESIGN • LAND SURVEYING
TRIO
CIVIL ENGINEERING

4100 N. Calhoun Road
Suite 300
Brookfield, WI 53005
Phone: (262) 790-1480
Fax: (262) 790-1481

X:\2023\23-014-1097 QUIET WOOD - CRANES CROSSING NORTH - MEN. FALLS\DRAWINGS\SURVEY\PLATS\166FPL01.DWG

**Paul Farrow**
County Executive

**Dale R. Shaver**
Director

# Waukesha County

*Department of Parks and Land Use*

| | |
|---|---|
| **TO:** | State of Wisconsin–Department of Administration (Plat Review) |
| **NOTICE OF:** | Conditional Certification of No Objection to Final Plat |
| **DATE OF REVIEW:** | November 12, 2024 |
| **RE:** | Subdivision Plat known as: **Quietwood**<br>**File No: 2081** |
| **LOCATION:** | Part of the SE ¼ of Section 32 and part of the NW ¼ and SW ¼ of Section 33, T8N, R20E, Village of Menomonee Falls |
| **SUBMITTED BY:** | State of Wisconsin-Department of Administration (Plat Review) |
| **SURVEYOR:** | Grady Gosser, P.L.S.<br>Trio Engineering<br>4100 N. Calhoun Rd., Suite 300<br>Brookfield, WI 53005 |
| **DATE RECEIVED:** | October 23, 2024 |
| **DATE OF PLAT:** | October 21, 2024 |
| **SUBDIVIDER:** | Berg Development, Inc.<br>c/o Bill Carity<br>2975 N. River Birch Dr. Unit B<br>Brookfield, WI 53045 |

**REMARKS:** Conditional Certification of No Objection to this Final Plat is based on the following conditions being satisfied prior to the resubmittal of a revised Final Plat or prior to recordation:

1. The surveyor's stamp shall be signed, sealed and dated on all pages of the final plat.

2. All easements, such as proposed or existing drainage ways, access, sanitary sewer and utilities shall be shown on the plat. Any related recorded documents numbers shall also be noted on the plat.

3. A note on Sheet 1 indicates that public easements are granted to the Village. However, no easements on the plat are identified as public. The only easements shown are utility easements and one landscape easement granted to the HOA. Clarification on the grantor, grantee and use of the easements must be identified on the plat.

4. Add the full date of the wetland delineation (May 4-5, 2023) to the wetland delineation note on Sheet 1.

5. A letter shall be submitted from the Village of Menomonee Falls indicating that they are willing to extend sewer to the subdivision.

6. If a private sewage system and/or private well is to be removed, written documentation shall be submitted to Waukesha County Environmental Health Division stating the system and/or well has been properly abandoned. Documentation can be submitted to sod@waukeshacounty.gov.

7. The intended use of Outlots 1 and 3 shall be noted on the final plat (e.g. open space). It's noted that Outlot 2 is both for open space and to be retained by the developer for future development. Please review and correct if this is a typo.

   In addition, we recommend the following:

8. The DNR does not have a program in which environmental corridor delineations can be completed by an assured delineator, similar to the Assured Wetland Delineation program. Therefore, we recommend that the INRA delineation report be submitted to SEWRPC for concurrence with the INRA boundary shown on the plat.

9. The Village's Comprehensive Development Plan indicates that isolated natural resource areas should be preserved in open uses to the extent practicable, as determined in county and local plans. The Waukesha County Comprehensive Development Plan (CDP) also recommends the protection of environmental corridors and isolated natural resource areas. The CDP recognizes that certain rural development (one dwelling unit per five acres) may be accommodated in such areas without jeopardizing their overall integrity. Regional and County plans call for environmental corridors to be developed at a rate of one dwelling unit per five acres of environmental corridor. This would yield 8 lots (rounded up) in the INRA. However, on this phase, there are 18 lots within the INRA. If the design will remain unchanged, we recommend a tree inventory and disturbance envelopes to minimize overall INRA loss. Based upon a review of historic aerial photos, it appears as though the highest quality wooded area is likely located within Outlot 5. We recommend that the design for future phases be adjusted to place this area in an outlot to be owned in common by all lot owners.

10. We recommend that the isolated resource area within Outlot 5 be conserved within a protective outlot(s) to the greatest degree possible with indivisible fraction ownership of said outlot(s) by owners of the subdivision.

11. The County Parks and Open Space Plan and the Village's Comprehensive Outdoor Recreation Plan identifies Isolated Natural Resource Areas as environmentally significant lands. The plan also identifies the INRA areas on the plat as potential areas for the Village to acquire for open space preservation. If the Village is no longer interested in said acquisition, we recommend that the plan be updated accordingly. In addition, please notify Waukesha County Planning and Zoning Division so the County can amend the property's designation on the County Park and Open Space Plan in a future update, which is intended to mirror local plans.

12. The Waukesha County CDP recommends avoiding the placement of buildings in hydric soils. Portions of the building envelops on lots 14, 15 and 16 appear to contain mapped hydric soils. It is recommended a geo-technical report be prepared on the affected lots to reduce risks associated with construction within hydric soils (if applicable).

13. We recommend the top of bank elevation of the navigable waterways be identified on the plat if the Village regulates a setback from navigable waterways.

14. The Waukesha Couty Street and Highway Width Map, adopted by the County Board of Supervisors in 1980, identifies Marcy Road as having an established right of way of 100 ft. Historically, it appears only 40 ft. of right of way has been dedicated when land divisions occur, making the ultimate right of way 80 ft. Therefore, we recommend that the right of way width needs for Marcy Rd. be assessed to ensure adequate width.

15. We recommend that the developer consult with the property owner regarding the location and function of any drain tile that may be present on the property and how it may impact the development.

16. If the project is to be phased, we recommend temporary cul-de-sacs be placed on all road stubs to provide turn-around accessibility until the roadway is extended with a future phase.

17. The site consists of areas with variable terrain and possible ground water near the surface. We recommend that the Village consider requiring that a Master Grading Plan be reviewed, approved, and implemented to provide continuity of yard grades from one lot to another.

18. According to the soil survey of Milwaukee and Waukesha Counties, lots in this subdivision may contain soils with seasonal high groundwater located less than 3' below ground surface. Therefore, unless significant fill is proposed, we recommend that the Village require a soil analysis for all lots within the development and ensure that basement floor elevations will be above seasonal high groundwater conditions. Waukesha County recommends that basements be placed at least one (1) ft. above the estimated seasonal high groundwater elevation. Minimum basement floor elevations should be identified on a Master Grading Plan or Final Plat for any lots with limiting factors. If such determinations are not made, it is recommended the Village of Menomonee Falls require a note be placed on the face of the Final Plat, indicating these lots may contain soils which are unsuitable for conventional basement construction due to the presence of seasonal high groundwater, and special construction methods may be required (see sample language at bottom).

19. Access restrictions should be placed on the face of the plat prohibiting direct access to One Mile Road and Marcy Road from any Lots or Outlots in this subdivision.

20. Any Village or WDNR wetland setback requirements should be noted on the face of the plat.

21. We recommend constructing sidewalks on at least one side of the streets in accordance with "SEWRPC's Recommendations for Provision of Sidewalks in Areas of Existing or Planned Urban Development".

**SIGNED:** _____

Jason Fruth, Planning and Zoning Manager

For information regarding this review, please contact Rebekah Leto at (262) 548-7790 or rleto@waukeshacounty.gov.

Cc (via email): Amy Dishinger, Village Clerk, adishinger@menomonee-falls.org
Amy Bennett, Village of Menomonee Falls Planner, abennett@menomonee-falls.org
Grady Gosser, Surveyor, ggosser@trioeng.com
Berg Development, Inc. c/o Bill Carity carityland@sbcglobal.net
SEWRPC, Chief Land Use Planner (via email only)
We Energies – Plat Review (via email only)
AT&T – Plat Review (via email only)
Brightspeed – Plat Review (via email only)
Waukesha County Register of Deeds
File

N:\PRKANDLU\Subdivision Files\Villages\Menomonee Falls\2081 Quietwood\Final Plat\Cert Of No Objection Final Plat 11 12 24.Docx

# Plat Review Comments

**Department of Administration**

Plat Review – DOA
PO Box 1645, Madison WI 53701
plat.review@wi.gov
https://doa.wi.gov/platreview
608-266-3200

**Date:** December 10, 2024

**From:** Sime, Don R - DOA

**To:** Grady Gosser, TRIO ENGINEERING LLC, 262-790-1480, ggosser@trioeng.com

**Subject:** Quietwood, File No **121732**

We have reviewed your plat and the changes listed below must be made. If you have questions, please contact us at the number listed above. Please refer to file number **121732**. Thank you!

Make sure each sheet has a space for the 2"x4" Department of Administration certification stamp.

COMMENTS:
s. 236.15 (1) (ag) A monument is required (2" x 18" iron pipe or permitted equivalent with a minimum weight of 3.65 lbs./lin. ft.) and the corresponding symbol must be shown at the west end of the 656.75' course of the north line of outlot 5.

NOTES TO SURVEYOR:
-There is a typo ('or' should be 'of') in line 33 of the metes and bounds description.

-To help us, and other review authorities, track revised drawings, **please include a revision date on each Sheet of your revised drawing.**

**Approval of the QUIETWOOD PRELIMINARY PLAT generally located between Marcy Road and One Mile Road, North of the Cranes Crossing Subdivision, on the parcels identified by Tax Key Numbers 128.999.018, 129.994, 130.997, 131.994.003, and 131.064.**

Bill Carity, with Carity Land, discussed the project and answered questions of the Plan Commission:

Motion by Commissioner Chris Rolenc, second by Commissioner Paul Curtiss to conditionally approve the Preliminary Plat of Quietwood subject to the following conditions:

1. Subdivision entry monument signs proposed in the outlot near the intersection of Marcy Road and Road "C" will need to be set back at least 100 feet from the street centerline on Marcy Road in order to be outside of the vision corner. Landscaping in the vision corner will need to be two feet in height or less.
2. Subdivision entry monument signs near the intersection of One Mile Road and Road "A" will need to be located outside of the vision corner. Landscaping in the vision corner will need to be two feet in height or less.
3. Sidewalks should be placed on both sides of all roads within the Cranes Crossing North Development (lots 1 - 45).
4. Sidewalks should be placed on one side of all non-cul-de-sacs, including Emerald Hills Drive, North of Road "G".
5. A multi-use trail should be installed from Red Crown Trail (between lots 5 and 6) to Road "A" (between lots 60 and 61).
6. A multi-use trail should be installed from Road "C" (north of lot 90) to Road "D" (between lots 104 and 105.
7. A multi-use trail should be installed from Green Crane Drive (between lots 22 and 23) to Road "C" (between lots 142 and 143).
8. Green Crane Drive shall be correctly identified on the Final Plat – It’s identified as Green Cane Drive on the Preliminary Plat.
9. The applicant will need to pay the "Fee in Lieu of Dedication" in the amount of $1,000 for every lot created in a Final Plat - prior to the recording of the Final Plat.
10. Wetlands greatly restrict driveway locations on lots 23, 26 and 27. The developer will need to obtain wetland fill permits from the WI DNR, or show how homes could be constructed and accessed with a driveway that avoids the wetlands. If this is not accomplished, these will need to be removed.
11. The "Wetland Preservation and Isolated Natural Resource Area Preservation Restrictions" shall be modified to:

- Substitute "The Village of Menomonee Falls" for "the municipality in which the land is located"
- Remove all references to "the Waukesha County Department of Parks and Land Use Planning and Zoning Division".
- Note 3 shall be modified to prohibit grazing of domesticated animals within wetlands and the Isolated Natural Resource Area.

12. Lots 46-64, and 24-26 are entirely located within the Isolated Natural Resource Area - and the "Wetland Preservation and Isolated Natural Resource Area Preservation Restrictions" prohibit the construction of buildings. This issue must be resolved. Staff suggests modifying the building envelopes to preserve the Isolated Natural Resource Area as much as practicable, having the modified building envelopes approved by the Village Planning Staff, and then modifying the note to state the construction of buildings within the Isolated Natural Resource Area are prohibited except within the building envelope contained on each lot.
13. The developer shall modify the building envelope on lot 26 to provide a 110 foot width at the front setback.
14. Stormwater management meeting the Village's stormwater ordinance must be provided for the development. The Stormwater Management Plan must be approved by the Village Engineering Department prior to starting construction.
15. Wisconsin DNR – NR 151 requirements must be met and a Notice of Intent (NOI) needs to be submitted to the Wisconsin DNR for NR 216 Permit Coverage. A copy of the DNR Certificate of Permit Coverage is to be forwarded to the Village Engineering Department prior to issuance of the Village Erosion Control Permit.
16. The site will need to be analyzed for stormwater infiltration per Wisconsin DNR Technical Standard 1002 of the NR 151 guidelines.
17. Wisconsin DNR NR 151 requirements must be met for water quality management. 80% Total Suspended Solid (TSS) removal is to be provided for this development.
18. A Village Stormwater Permit is required. The Stormwater Permit Application must be submitted with the permit review fee as required by the Village's stormwater ordinance.
19. A Village Erosion Control Permit is required prior to any land disturbing activities.
20. A geotechnical study will have to be done by a licensed soils engineer to determine the high seasonal groundwater elevations. Basement or lowest floor elevations will have to be kept at least 3 feet above the high seasonal groundwater elevations to comply with Village code.
21. A wetland delineation is needed.
22. Wetland fill permits from the Wisconsin DNR will have to be obtained by the Developer for the wetlands impacted by the road crossings. The wetland fill areas shall be sufficient to accommodate the road, terrace area, sidewalk and safety shelf behind the sidewalk.
23. Any roadway or building pad areas where 5 feet or more of fill will be placed shall have the filling operations overseen by a geotechnical engineering firm to assure proper compaction to Village Specifications. Soil compaction reports are to be submitted to the Village Engineering Department.
24. The centerline radius shall be a minimum of 150 feet for all public roads to provide safe sight distances meeting AASHTO design guidelines.
25. Accel/decel lanes and tapers meeting Village design standards need to be provided at the proposed road intersections at Marcy Road and One Mile Road.
26. The road connection to the parcel identified as Lot 1 of CSM No. 10704 needs to be shifted further west to allow for a future development layout on that parcel which is acceptable to the Village Engineering Department.
27. The Developer shall extend 12" diameter municipal water main along One Mile Road along the entire frontage of the development parcel.
28. The Developer shall extend 16" diameter municipal water main along Marcy Road along the entire frontage of the development parcel.

29. The Developer shall extend sanitary sewer south along Marcy Road to Villard Avenue.
30. All sanitary sewer, water main, storm sewer, and street design must follow the Village of Menomonee Falls Standards and Requirements for Development.
31. All sanitary sewer, water main, hydrants and laterals are to be kept out of the cul de sac islands. The property lines of the outlots shall be at least 10 feet from any sewer or water main.
32. The Village Comprehensive Outdoor Recreation Plan shows a proposed future multi-use path along Marcy Road. It's recommended that in lieu of constructing the asphalt path at this time along Marcy Road, the Developer deposits funds with the Village for the future construction of the proposed path.
33. Landscaping within and around the stormwater detention ponds and any municipal sewer easements shall comply with the Village's Policy for Landscaping in and Around Infrastructure and Village Landscape Design Guidelines.
34. Street trees are to be kept out of the road right-of-way and placed within the front 10 feet of the private lots and outlots.
35. A Development Agreement will have to be entered into, approved by the Village Board, and signed prior to construction of any public utilities or improvements.
36. A Letter of Credit or other financial guarantee must be provided in accordance to the development agreement prior to construction of any public utilities or improvements.
37. Detailed utility, street, grading and stormwater management plans are required. Further engineering review is needed once these plans are submitted.
38. The facilities layout for electric, telephone, and cable shall conform to section 94-155 of the municipal code.
39. The roads in the development must:

- Have an unobstructed width of not less than 20 feet
- Have unobstructed vertical clearance of not less than 13.5 feet
- Be designed and maintained to support the imposed loads of fire apparatus
- Have an unobstructed width of not less than 26 feet for aerial apparatus access if the grade to the highest roof surface exceeds 30 feet
- Have an angle of approach and departure not exceed 1 foot drop in 20 feet
- Have turning radii that meet the WB-50 Template
- Fire lanes and access to FDC must be maintained throughout the project

40. All dead-end access roads in excess of 150 feet in length shall be provided with approved provisions for the fire apparatus to turn around (Emerald Hills Drive, Road "C" and Road "E".
41. All proposed roads dedicated within the subdivision shall be given names unique to the Village of Menomonee Falls. Road names shall be shown on the Final Plat.
42. The surveyor's stamp shall be signed sealed and dated on all pages of the final plat.
43. The different resources boundaries are difficult to distinguish, especially the wetland and INRA boundaries. A more distinct line work shall be used on the final plat. We recommend these line types be included in the legend for further clarification.
44. Complete curve information as required by the State shall be included in a table on the final plat.
45. All easements, such as proposed or existing drainage ways, access, sanitary sewer and utilities shall be shown on the plat. Any related recorded documents numbers shall also be noted on the plat.
46. A copy of the completed wetland delineation and navigability study must be submitted to our office for review. DNR concurrence and ACOE concurrence (if applicable) of the wetland boundary must also be submitted.
47. There are mapped waterways on the subject property which connect to the Fox River. Per the recent navigability study by Heartland Ecological, it has been determined that the waterway(s) meets the criteria to be considered a navigable (pending DNR concurrence). The navigable waterway(s) and top of bank elevation must be shown on future plat submittals.

48. Per Ch. 236 WI State Statues, the following note shall be added to the plat, “Any land below the ordinary high-water mark of a lake or a navigable stream is subject to the public trust in navigable waters that is established under article IX, section 1, of the state constitution.”
49. The plat contains areas identified as Isolated Natural Resource Area based on the Southeastern Wisconsin Regional Planning Commission (SEWRPC) 2015 Environmental Corridor Inventory. Those boundaries shall be field verified and submitted to SEWRPC for review.
50. Documentation must be presented to the Waukesha County Planning and Zoning Division confirming that, as required by Section NR 110.08(4) of the Wisconsin Administrative Code, the Southeastern Wisconsin Regional Planning Commission has reviewed and commented on the proposed sanitary sewer extension which will be needed to serve this development.
51. A letter shall be submitted from the Village of Menomonee Falls indicating that they are willing to extend sewer to the subdivision.
52. If a private sewage system and/or private well is to be removed, written documentation shall be submitted to Waukesha County Environmental Health Division stating the system and/or well has been properly abandoned. Documentation can be submitted to sod@waukeshacounty.gov.
53. The use of each Outlot shall be shown on future plat submittals. If the Outlots to be retained by the developer are for future development purposes, it shall be explicitly noted.
54. All required certificates shall be added to the final plat.

**Vote:** 6 - 0 Motion Carried

**VILLAGE OF MENOMONEE FALLS WAUKESHA COUNTY**

# RESOLUTION __-R-25

Resolved, that the subdivision plat known as QUIETWOOD, in the Village of Menomonee Falls, having been recommended by the Plan Commission, and being the same, is hereby approved and the dedications herein accepted by the Village Board of Trustees of the Village of Menomonee Falls, on this 6th day of January, 2025, subject to Village Staff confirming all the conditions recommended by the Plan Commission on December 10, 2024 are satisfied prior to recording:

| | |
|---|---|
| Amy Dishinger, Village Clerk | Jeremy Walz, Village President |

**Village Board - Regular** **8. b.**

**Meeting Date:** 01/06/2025

**Topic:** Quietwood Addition No. 1 Final Plat

**From:** Amy Bennett, Planner/Zoning Administrator

**Department:** Community Development

**Date of Village Board Action (if required):** 01/06/2025

## Information

**Subject:**

Resolution approving the Final Plat of Quietwood Addition No. 1 located between Marcy Road and One Mile Road, North of the Cranes Crossing Subdivision, on the parcel identified by Tax Key Number 128.999.018.

**Background Information:**

On December 10, 2024, the Plan Commission unanimously recommended approval of this final plat subject to 33 conditions.

**Key Issues for Consideration:**

**Action By Committee or Village Board:**

To adopt a Resolution approving the Final Plat of Quietwood Addition No. 1 subject to compliance with the 33 conditions recommended by the Plan Commission.

## Attachments

Plan Commission Staff Report and Exhibits

Plan Commission 121024 Draft Minutes

Draft Resolution

VILLAGE OF Menomonee Falls

**Plan Commission - Regular** **6. c.**

**Meeting Date:** 12/10/2024

**Topic:** Quietwood Addition No. 1 Final Plat

**From:** Amy Bennett, Planner/Zoning Administrator

**Department:** Community Development

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**Subject:**

Consideration of a recommendation to the Village Board of Trustees regarding the Final Plat of **QUIETWOOD ADDITION NO. 1,** located between Marcy Road and One Mile Road, North of the Cranes Crossing Subdivision, on the parcels identified by Tax Key Number 128.999.018.

**Background Information:**

The applicant appeared before the Plan Commission on July 5, 2022, to discuss a concept containing 225 dwelling units, comprised by 81 single family lots and 144 dwelling units within 72 duplexes. During the discussion, the Plan Commission stated the land was more suitable for single family lots, and were opposed to the duplex development. They also expressed a desire to have the average lot size contain over 15,000 square feet, and the road pattern modified to provide a better connection within the development.

As a result, the applicant appeared before the Plan Commission on September 13, 2022, with a revised concept proposing 168 single family lots (57 fewer dwelling units than initially proposed). The revised concept removed all duplexes, provided a development with an average lot over 15,000 square feet, and contained a road pattern consistent with the discussions occurring at the July 5th Plan Commission meeting. This "Revised Concept" was separated into three areas with separate design characteristics. The area described as "Cranes Crossing North" was proposed with 45 single family lots (1 fewer than the initial concept), with the average lot containing 22,188 square feet, and a minimum lot width of 110 feet. The area described as "Quiet Woods West" was proposed with 38 single family lots (3 more lots than the initial concept), with the average lot containing 16,878 square feet, and a minimum lot width of 90 feet. The area described as "Quiet Woods East" was proposed with 85 single family lots (59 fewer dwelling units than the initial concept) and a "Clubhouse Amenity Area". The average lot in Quiet Woods East portion contained 15,979 square feet, and a minimum lot width of 80 feet. In its entirety, the 168 single family lots proposed on the subject 133.44 acres created a density of 1.26 dwelling units per acre. When the 20.4 acres of wetland are removed, the density increases to 1.48 dwelling units per developable acre - consistent with the Villages Comprehensive Plan.

On January 16, 2023, the Village Board adopted Ordinance No. 870-O-23 rezoning and subject lands to the Planned Residential Development district, and creating the Cranes Crossing North, Quiet Woods West, and Quiet Woods East Planned Residential Development. This Ordnance (attached) allowed 169 single family lots on 113.04 developable

acres, creating a density of 1.5 dwelling units per net developable acre, with an overall development consistent with the "Revised Concept" reviewed by the Plan Commission on September 13, 2022.

The conditionally approved preliminary plat (attached) proposed 164 single family lots, and 14 outlots, within the subject 133.44 acres. The approved preliminary plat stated the subject lands contain 16.5 acres of wetlands. With this in mind, the proposed density of the preliminary plat is 1.40 dwelling units per developable acre (164 single family lots on 116.94 developable acres). The 164 proposed lots range in size between 12,500 and 49,506 square feet, with the average lot containing 17,403 square feet, and the median lot containing 15,932 square feet. The breakdown of each of three development areas is as follows:

| | |
|---|---|
| **Cranes Crossing North** | |
| Average Lot Size | 22,018 square feet |
| Median Lot Size | 20,111 square feet |
| Largest Lot | 49,506 square feet |
| Smallest Lot | 16,722 square feet |
| Minimum Lot Width | 110 feet |
| | |
| **Quiet Wood West** | |
| Average Lot Size | 16,466 square feet |
| Median Lot Size | 15,980 square feet |
| Largest Lot | 24,973 square feet |
| Smallest Lot | 15,002 square feet |
| Minimum Lot Width | 90 feet |
| | |
| **Quiet Wood East** | |
| Average Lot Size | 15,279 square feet |
| Median Lot Size | 13,810 square feet |
| Largest Lot | 32,381 square feet |
| Smallest Lot | 12,500 square feet |
| Minimum Lot Width | 80 feet |

**Application Specifics:**

Section 236.11(1)(b) of the Wisconsin Statutes reads:

> If the final plat conforms substantially to the preliminary plat as approved, including any conditions of that approval, and to local plans and ordinances adopted as authorized by law, it is entitled to approval. If the final plat is not submitted within 36 months after the last required approval of the preliminary plat, any approving authority may refuse to approve the final plat or may extend the time for submission of the final plat. The final plat may, if permitted by the approving authority, constitute only that portion of the

approved preliminary plat that the subdivider proposes to record at that time.

The Village received the complete application for the Quietwood Addition No. 1 Final Plat on October 25, 2024. The final plat, attached, would develop 19 of the single-family residences on 106.2713 acres with 13.65 acres of wetland leaving 92.6213 acres of developable land creating a density of 0.21 dwelling units per net developable acre.

The Comprehensive Plan classifies the developable portions of the Final Plat for Low Density Residential Development (development less than 2 dwelling units per acre) and Environmental Corridor.

| **Quietwood Addition No. 1** | |
|---|---|
| Average Lot Size | 16,304 square feet |
| Median Lot Size | 15,945 square feet |
| Largest Lot Size | 19,361 square feet |
| Smallest Lot Size | 15,046 square feet |
| Minimum Lot Width | 110 feet |

**Additional Information:**

The proposed subdivision was forwarded to the Engineering and Development, Utilities, Police and Fire Departments. The Staff comments are as follows:

1. The developer shall submit the $19,000 Fee in Lieu of Dedication prior to recording the Final Plat of this subdivision.

2. On Sheet 10 of the plat the word “Interim” is to be removed in front of “Village Treasurer”.
3. On Sheet 3 Outlot 7 in incorrectly labeled as Outlot 4.
4. Private Drainage Easements are to be provided over drainage swales that accept storm water runoff from adjacent upstream properties.
5. Private Drainage Easements are to be designated with a circled “A”.
6. The following note is to be added to the plat: “Private Drainage Easements are established to provide for the unobstructed flow of storm water runoff from adjacent and upstream properties. Owners of lots on which these private drainage easements exist shall be responsible for keeping these areas free of any obstructions that may restrict or block this flow. These Private Drainage Easements are marked “A” “.
7. All public easements are to be designated with a circled “B” with the type of each easement labeled on the plat.
8. Add a note that “All easements marked “B” are public easements granted to the Village of Menomonee Falls”.
9. A 30’ Private Drainage Easement is needed along the rear of Lot 37. The Public Drainage Easement shall be removed from that location.
10. A 10’ Private Drainage Easement is needed along the rear of Lots 38-39. The Public Drainage Easement shall be removed from that location.
11. A 20’ Private Drainage Easement is needed over the drainage swale through the rear of Lots 45-46. The Public Storm Sewer and Drainage Easement shall be removed from that location.
12. A 20’ Public Storm Sewer Easement is needed along the lot line between Lot 46 and Lot 47 extending 10’ beyond the storm inlet structure.
13. A 20’ Public Storm Sewer Easement is needed over the public storm sewer outfall to the

detention pond in Outlot 7. The easement shall extend 10' beyond the end of the storm sewer pipe.

14. Public Storm Sewer Easements are needed over the public storm sewer in Outlot 11 including the outfall to the detention pond. The easements shall extend 10' beyond the end of the storm sewer pipe.
15. A 20' Public Storm Sewer Easement is needed over the public storm sewer in Outlot 12. The easement shall extend 10' beyond the end of the storm sewer pipe.
16. The 20' Access Easement in Outlot 7 along Lots 38-41 should be in favor of Outlot 8. It is incorrectly stated to be in favor of Outlot 5.
17. The 20' Access Easement along the east side of Outlot 7 should be in favor of Outlot 9. It is incorrectly stated to be in favor of Outlot 6.
18. The subdivision grading plan needs to be revised to reflect the correct lot numbers and street names correlating with the final plat. The revised grading plan is needed before building permits can be processed.
19. Metes and bounds legal descriptions and exhibits are needed for all public easements. Easement documents in Village format are to be recorded with the final plat.
20. The final plat is to be recorded with the Waukesha County Register of Deeds. A copy of the recorded final plat on mylar and digital (.pdf) format is to be provided to the Village prior to the issuance of building permits.
21. The Engineering Department has reviewed the proposed facilities layout from We Energies and found it to be in conformance with section 94-155 of the municipal code. AT&T and Charter/Spectrum will be jointly installing their facilities following the We Energies layout and pedestal locations.
22. The following items in the development are required to be completed prior to recording the final plat:

- Complete installation of sanitary sewer, storm sewer, and water main; completion of punch list items; all tests for sanitary sewer, manholes, and water main passed and the safe water samples obtained.
- Complete installation of concrete curb & gutter and binder course of asphalt pavement.
- Complete installation of sidewalk.
- Grading shall be substantially complete and in conformance with the master grading plan.
- Certification and acceptance of grading for conformance with approved master grading plan as follows is recommended prior to recording the final plat:

    1. As-built grades on lot lines and lot corners shall be within 0.25 ft. of the final grades shown on the approved master grading plan. The as-built grading plan shall show spot elevations along the side lot lines at the top of curb, front lot corners, front setback, back of building pad extended, any high points and grade breaks, and rear lot corners
    2. All drainage easements shall be fine graded to within 0.25 ft. of the final grades shown on the approved master grading plan and provide positive drainage. As-built grades of the swales shall be shown every 25 feet with the spot elevations taken at the flowline of the swale and 10 feet on either side of the flowline.
    3. Building pad grades shall be between 0.0 ft. and 2.0 ft. lower than the final grades shown on the approved master grading plan. As-built grades are to be shown at the front and back of each building pad
        1. Stormwater detention ponds shall be certified and as-built. Elevations shall be taken at cross sections not exceeding 25 feet from top to bottom of the pond banks and embankments, top and bottom of safety shelf, inlet and outlet pipe inverts, outlet structure and emergency spillway.
    4. All final grading must be within the above tolerance and provide positive drainage.

Any areas not within tolerance or found to have insufficient drainage shall be regraded.

- Developer is solely responsible for grading to the point of certification and acceptance until the Dedication and Acceptance of improvements is approved by the Village Board.
- All property lot corner pipes, perimeter pipes, and horizontal curve pipe shall be set by developer's surveyor.
- All disturbed areas shall be restored with topsoil, seed, fertilizer and mulch in accordance to Village erosion control ordinance and specifications.
- All swales in drainage easements are to fine graded and stabilized with topsoil, seed, fertilizer and erosion control blanket per Village specifications. Drainage easements are to be maintained by the developer until stabilized with grass. All erosion control measures as shown on the approved erosion control plan shall be in place and in properly functioning condition.

Waukesha County reviewed the submitted plat, and have issued their "Conditional Certification of No Objection" subject to eleven (11) conditions and fourteen (14) recommendations. The conditions are attached to this staff report. The Wisconsin Department of Administration reviewed the submitted plat recommended changes.

**Requested Action by Commission/Committee/Board:**

Since the proposed Subdivision is substantially compliant with the conditionally approved Preliminary Plat, is in conformance with the Village Comprehensive Plan and approved PRD Ordinance, Staff recommends the Plan Commission recommend the Village Board of Trustees approve the Final Plat of Quietwood Addition No. 1, subject to the 22 staff conditions listed in this report, the 11 conditions from Waukesha County and any changes from the Wisconsin Department of Administration.

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Location and Zoning Map

Land Use Map

Cranes Crossing North, Quiet Woods West & Quiet Woods East PRD

Preliminary Plat

Conditions of Preliminary Plat

Final Plat

Waukesha County No Objection Letter

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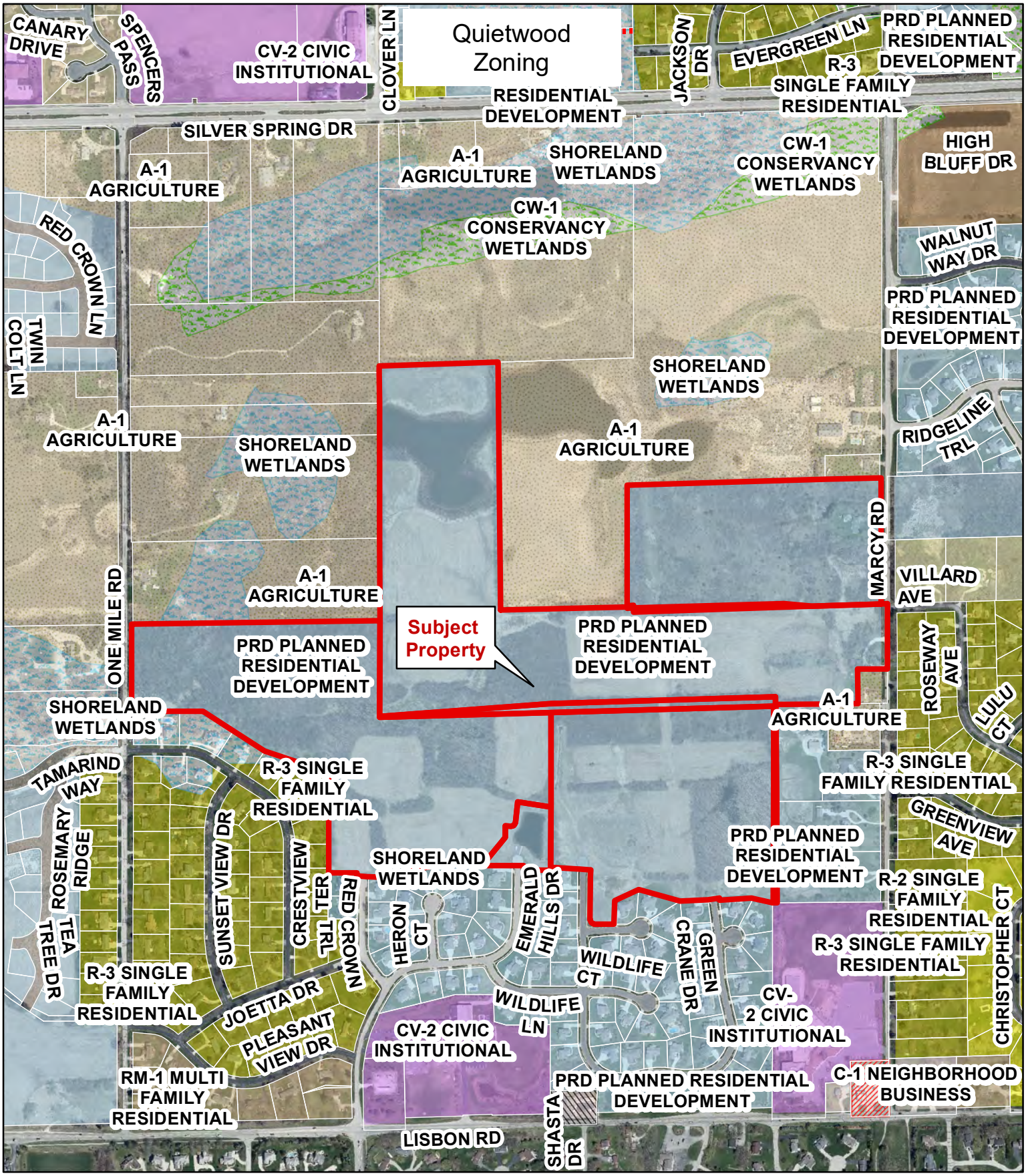
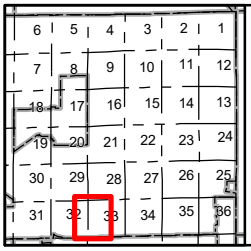



# Quietwood

**East of One Mile Road & West of Marcy Road**

1 inch = 667 feet

0 500 1000 Feet

N

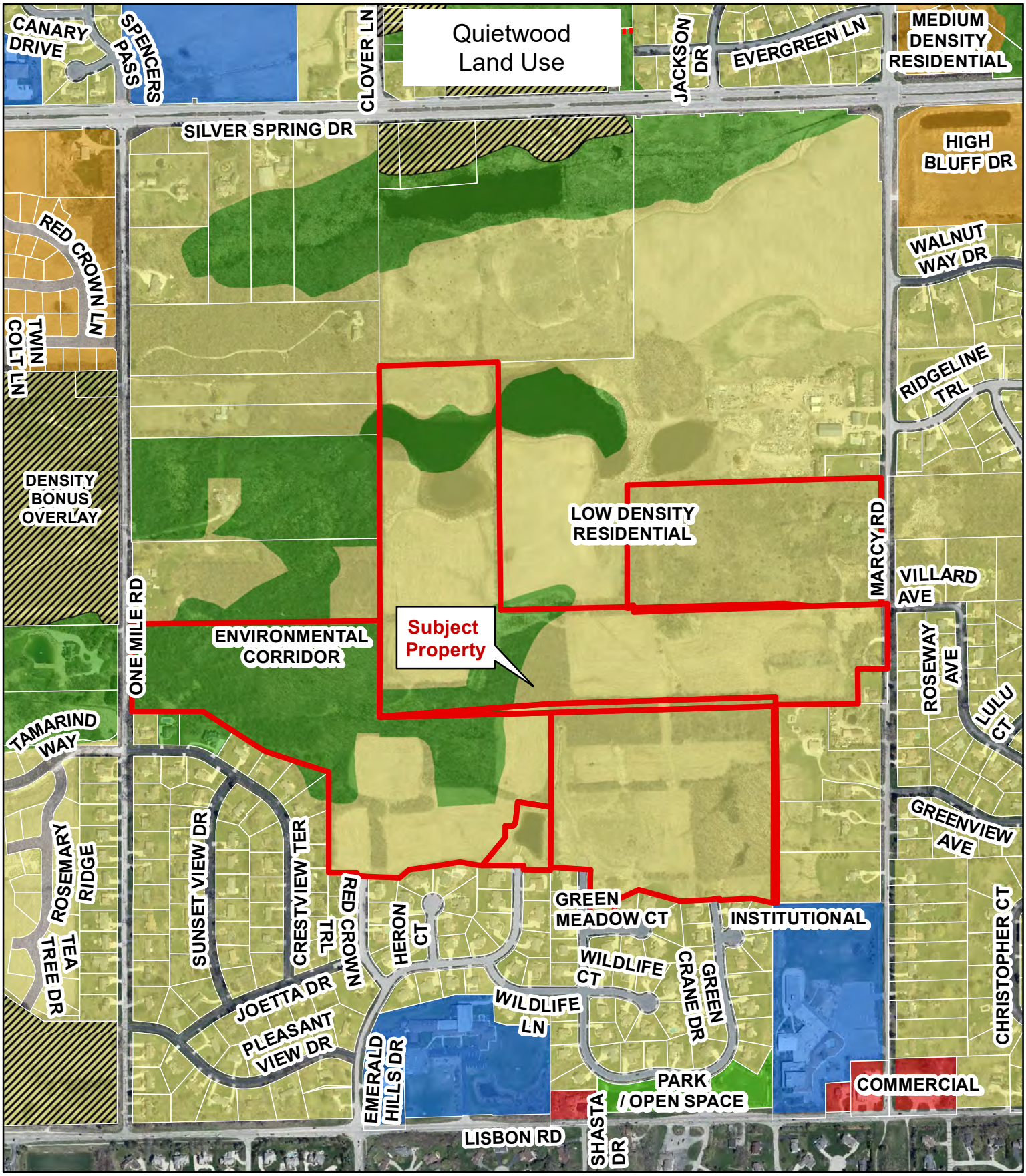
This map is intended for informational purposes only and does not replace the need for land or field survey. The Village of Menomonee Falls makes no representations regarding map accuracy or fitness for any use. This map does not represent an expressed or implied contract with the Village of Menomonee Falls. All parties must obtain the permission of the Village of Menomonee Falls before re-releasing this map or copies of the information displayed on or derived from it.

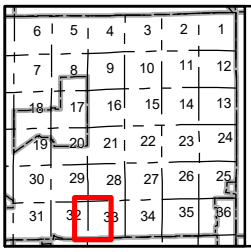
Map Accuracy: National Map Accuracy Standards

Coordinate System: State Plane Coordinate System

Datum: North American Datum, 1983

Village of Menomonee Falls




# Quietwood

**East of One Mile Road & West of Marcy Road**

1 inch = 667 feet

0 500 1000 Feet

N

This map is intended for informational purposes only and does not replace the need for land or field survey. The Village of Menomonee Falls makes no representations regarding map accuracy or fitness for any use. This map does not represent an expressed or implied contract with the Village of Menomonee Falls. All parties must obtain the permission of the Village of Menomonee Falls before re-releasing this map or copies of the information displayed on or derived from it.

Map Accuracy: National Map Accuracy Standards

Coordinate System: State Plane Coordinate System

Datum: North American Datum, 1983

Village of Menomonee Falls

# VILLAGE OF MENOMONEE FALLS ORDINANCE NO. 870-O-23

## AN ORDINANCE REZONING LAND AND CREATING CRANES CROSSING NORTH, QUIET WOODS WEST, AND QUIET WOODS EAST PLANNED RESIDENTIAL DEVELOPMENTS

WHEREAS, Thomas V. Wruck and Sherry L. Wruck owns land generally located between Marcy Road and One Mile Road, North of the Cranes Crossing Subdivision, on the parcels identified by Tax Key Numbers 128.999.018, 129.994, 130.997, 131.994.003, and 131.064; and

WHEREAS, the subject lands are legally described as follows:

### Tax Key Number 128.999.018 described as follows:

E1/2 SE1/4 SEC 32 T8N R20E EX PLAT EMERALD HILLS EX CERT SURV 968 & 969 EX CERT SURV 5208 EX VOL 960/134 DEEDS EX VOL 976/229 DEEDS EX VOL 976/536 DEEDS R2026/470 & R2026/471 :: ALSO PT SW1/4 SEC 33 T8N R20E COM SW COR SW1/4 N88°26'E 891.00 FT N00°09'E 1345.87 FT TO BGN N87°41'W 198.34 FT S01°35'W 49.26 FT S79°29'W 147.38 FT N09°10'W 72.61 FT N80°43'W 118.08 FT S81°16'W 267.56 FT S48°30'W 62.54 FT N87°47'W 106.95 FT N00°09'E 832.09 FT N88°26'E 891.00 FT S00°09'W 801.13 FT TO BGN :: EX PT NE1/4 SE1/4 SE1/4 SEC 32 T8N R20E COM NW COR OUTLOT 6 CRANES CROSSING ADDITION NO 1 THE BGN; N00°04'37"E 20.52 FT; S89°55'23"E 150.56 FT; SWLY 16.08 FT ALG CURVE CTR LIES TO SE RADIUS 260.00 FT CTRL ANGLE IS 03°32'35" & CHORD BEARING S02°02'59.5"W 16.08 FT; N85°57'36"W 3.35 FT; S88°14'48"W 146.74 FT TO BGN :: DOC# 3110015 EX DOC# 3200885 EX DOC# 3200887

### Tax Key Number 129.994 described as follows:

PT NW1/4 & SW1/4 SEC 33 T8N R20E COM S1/4 COR N01°24'25"E 2324.01 FT THE BGN N01°24'25"E 340.49 FT S89°57'25"W 391.40 FT N84°05'25"W 146.82 FT S89°55'35"W 812.72 FT N00°04'25"W 7.30 FT N89°48'40"W 660.08 FT N01°01'35"E 1287.58 FT S89°36'35"W 620.06 FT S01°26'05"W 1819.98 FT N87°15'05"E 891.95 FT N89°52'35"E 1166.77 FT S01°28'35"W 44.10 FT S89°34'20"E 428.49 FT N00°53'15"E 179.46 FT S88°14'15"E 156.70 FT TO BGN DOC# 4082334

### Tax Key Number 130.997 described as follows:

S1/2 SE1/4 NW1/4 SEC 33 T8N R20E :: ALSO STRIP 33 FT X 627 FT ON E SIDE OF S1/2 SW1/4 NW1/4 :: DOC# 4301451

### Tax Key Number 131.994.003 described as follows:

PT SW1/4 SEC 33 T8N R20E; COM 54 RODS (891 FT) E OF SW COR; E 70 RODS (1160 FT); N 130 RODS & 2 FT (2147 FT); W 70 RODS (1155 FT); S 130 RODS & 2 FT (2147 FT) TO BGN :: EX PT SW1/4 SW1/4 SEC 33 T8N R20E; COM 891 FT E FROM SW COR; N 178.5 FT; E 244 FT; S 178.5 FT TO S LI SEC; W 244 FT TO BGN :: EX DOC# 3207405 :: EX DOC# 3353610 :: EX DOC# 3463310 :: EX DOC# 3512261 :: DOC# 4246217

### Tax Key Number 131.064 described as follows:

OUTLOT 4 CRANES CROSSING ADDITION NO 1 PT SE1/4 SEC 32 & SW1/4 SEC 33 T8N R20E :: DOC# 4246217; and

WHEREAS, Carity Land Corp. (William W. Carity, registered agent) proposes a development consisting of 169 single family lots on the subject lands; and

WHEREAS, Carity Land Corp. has requested these developments be known as Cranes Crossing North, Quiet Woods West, and Quiet Woods East; and

WHEREAS, the Village Comprehensive Plan classifies the subject parcel for Low Density Residential Uses (densities less than 2 units per acre) and Environmental Corridor; and

WHEREAS, the net density of the Cranes Crossing North, Quiet Woods West, and Quiet Woods East Planned Residential Developments is 1.5 dwelling units per developable acre (169 dwelling units on 113.04 developable acres); and

WHEREAS, the requested densities have been deemed to be consistent with the Village Comprehensive Plan; and

WHEREAS, a Public Hearing was held on January 16, 2023 regarding the rezoning request; and

WHEREAS, covenants and restrictions will be put in place for the Cranes Crossing North, Quiet Woods West, and Quiet Woods East Planned Residential Developments, consistent with the information submitted with this development, which will be recorded at the Waukesha County Register of Deeds with the Final Plat of the development; and

WHEREAS, the developer stated the project will have average estimated sales price between $750,000 to $1,000,000 for all homes in the development; and

WHEREAS, the Cranes Crossing North, Quiet Woods West, and Quiet Woods East Planned Residential Developments is consistent with the spirit and intent of the Zoning Ordinance; and

WHEREAS, the Cranes Crossing North, Quiet Woods West, and Quiet Woods East Planned Residential Developments is in keeping with current economic and social considerations; and

WHEREAS, the Cranes Crossing North, Quiet Woods West, and Quiet Woods East Planned Residential Developments justifies the application of the Planned Residential Development District requirements; and

WHEREAS, the Cranes Crossing North, Quiet Woods West, and Quiet Woods East Planned Residential Development will create an attractive and satisfying residential environment of sustained desirability and economic stability beneficial to the Village; and

WHEREAS, the Plan Commission, at its meeting of December 13, 2023 recommended the Cranes Crossing North, Quiet Woods West, and Quiet Woods East Planned Residential Development be approved subject to the following conditions:

1. Stormwater management meeting the Village's stormwater ordinance must be provided for the development. The Stormwater Management Plan must be approved by the Village Engineering Department prior to starting construction.
2. Wisconsin DNR – NR 151 requirements must be met and a Notice of Intent (NOI) needs to be submitted to the Wisconsin DNR for NR 216 Permit Coverage. A copy of the DNR Certificate of Permit Coverage is to be forwarded to the Village Engineering Department prior to issuance of the Village Erosion Control Permit.
3. The site will need to be analyzed for stormwater infiltration per Wisconsin DNR Technical Standard 1002 of the NR 151 guidelines.
4. Wisconsin DNR NR 151 requirements must be met for water quality management. 80% Total Suspended Solid (TSS) removal is to be provided for this development.
5. A Village Stormwater Permit is required. The Stormwater Permit Application must be submitted with the permit review fee as required by the Village's stormwater ordinance.
6. A Village Erosion Control Permit is required prior to any land disturbing activities.
7. A geotechnical study will have to be done by a licensed soils engineer to determine the high seasonal groundwater elevations. Basement or lowest floor elevations will have to be kept at least 3 feet above the high seasonal groundwater elevations to comply with Village code.
8. A wetland delineation is needed.
9. Wetland fill permits from the Wisconsin DNR will have to be obtained by the Developer for the wetlands impacted by the road crossings. The wetland fill areas shall be sufficient to accommodate the road, terrace area, sidewalk and safety shelf behind the sidewalk.
10. Any roadway or building pad areas where 5 feet or more of fill will be placed shall have the filling operations overseen by a geotechnical engineering firm to assure proper compaction to Village Specifications. Soil compaction reports are to be submitted to the Village Engineering Department.
11. The centerline radius shall be a minimum of 150 feet for all public roads to provide safe sight distances meeting AASHTO design guidelines.
12. Accel/decel lanes and tapers meeting Village design standards need to be provided at the proposed road intersections at Marcy Road and One Mile Road.
13. The intersection at Green Crane Drive is to be revised to make Green Crane Drive a continuous road connecting both existing portions of Green Crane Drive.
14. The road connection to the parcel identified as Lot 1 of CSM No. 10704 needs to be shifted approximately 120 feet to the west to allow for an acceptable future development layout on that parcel.
15. Outlots are to be provided at the cul de sac islands.
16. The Developer shall extend 16" diameter municipal water main along Marcy Road along the entire frontage of the development parcel.
17. The Developer shall extend sanitary sewer south along Marcy Road to Villard Avenue.
18. All sanitary sewer, water main, storm sewer, and street design must follow the *Village of Menomonee Falls Standards and Requirements for Development*.

19. All sanitary sewer, water main, hydrants and laterals are to be kept out of the the cul de sac islands. The property lines of the outlots shall be at least 10 feet from any sewer or water main.
20. The Village Comprehensive Outdoor Recreation Plan shows a proposed future multi-use path along Marcy Road. It's recommended that in lieu of constructing the asphalt path at this time along Marcy Road, the Developer deposits funds with the Village for the future construction of the proposed path.
21. Landscaping within and around the stormwater detention ponds and any municipal sewer easements shall comply with the Village's *Policy for Landscaping in and Around Infrastructure* and *Village Landscape Design Guidelines*.
22. Street trees are to be kept out of the road right-of-way and placed within the front 10 feet of the private lots and outlots.
23. A Development Agreement will have to be entered into, approved by the Village Board, and signed prior to construction of any public utilities or improvements.
24. A Letter of Credit or other financial guarantee must be provided in accordance to the development agreement prior to construction of any public utilities or improvements.
25. Detailed utility, street, grading and stormwater management plans are required. Further engineering review is needed once these plans are submitted.
26. The facilities layout for electric, telephone, and cable shall conform to section 94-155 of the municipal code.
27. Lots need building area boundary lines and dimensions.

WHEREAS, at its meeting on December 20, 2022, the Architectural Control Board recommended the Cranes Crossing North, Quiet Woods West, and Quiet Woods East Planned Residential Development be approved with no conditions.

WHEREAS, it is deemed to be in the best interest of the Village of Menomonee Falls that the Municipal Code of the Village of Menomonee Falls, be further modified and amended;

NOW, THEREFORE, the Board of Trustees of the Village of Menomonee Falls do hereby ordain as follows:

Section 1. The Zoning Code be amended so that all lands located on the subject parcels described above be rezoned to the Planned Residential Development (PRD) Zoning District.

Section 2. The conditions and restrictions as recommended by the Plan Commission and Architectural Control Board hereinabove set forth be and the same are hereby adopted and approved as the conditions and restrictions for the construction, location and operation of the Cranes Crossing North, Quiet Woods West, and Quiet Woods East Planned Residential Developments.

Section 3. Except as herein above specifically modified and amended, the Municipal Code of the Village of Menomonee Falls shall remain in full force and effect exactly as originally adopted and remain in full force and effect exactly as originally adopted and

previous amended. All ordinances or part of the ordinances inconsistent with or in contravention of the provisions of this ordinance are hereby repealed.

Section 4. This Ordinance shall take effect and be in full force from and after its passage and posting.

Section 5. The Village Clerk shall cause a Certified Copy of this ordinance to be recorded with the Waukesha County Register of Deeds.

Adopted by the Village Board of Trustees of the Village of Menomonee Falls on the 16th day of January, 2023.

By: _____
Jeremy Walz, Village President

Date Posted: 01/20/2023-02/02/2023

Attest: _____
Amy Dishinger, Village Clerk

CERTIFICATE OF COMPLIANCE WITH
PUBLIC NOTICE REQUIREMENTS

I, Amy Dishinger, Village Clerk, of the Village of Menomonee Falls, hereby certify that:

On the 20th day of January, 2023 at approximately 3:00 p.m., I posted or caused to be posted Ordinance No. 870-O-23 in the following public places:

Municipal Building (Posting Board in Front of Village Hall)
W156N8480 Pilgrim Road

Village of Menomonee Falls website, www.menomonee-falls.org

The ordinance remained posted through February 2nd, 2023.

Dated this 20th day of January, 2023.

Amy Dishinger

Amy Dishinger, Village Clerk

Attest: Andra Helmuth

Andra Helmuth, Customer Service Specialist

# PRELIMINARY PLAT
## OF
# QUIETWOOD

BEING A REDIVISION OF OUTLOT 4 OF "CRANES CROSSING ADDITION NO. 1 AND UNPLATTED LANDS, BEING LOCATED IN A PART OF THE NORTHEAST 1/4 AND SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 32 AND THE SOUTHWEST 1/4 AND SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 33 AND THE NORTHWEST 1/4, NORTHEAST 1/4, SOUTHWEST 1/4 AND SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 33, ALL IN TOWN 8 NORTH, RANGE 20 EAST, IN THE VILLAGE OF MENOMONEE FALLS, WAUKESHA COUNTY, WISCONSIN.

## DEVELOPMENT SUMMARY:

1. Tax Key Number MNFV0128999018, MNFV0131064, MNFV0131994003, MNFV0129994, MNFV0130997
2. Subdivision contains approximately 133.44 Acres.
3. Subdivision contains 164 Single Family Lots and 14 Outlots.
4. All lots to be served by Sanitary Sewer and Watermain.
5. Public Roads to have Concrete Curb and Gutter, Asphalt Pavement with Storm Sewer.
6. All lots to have Underground Telephone, Electric, and Gas Service.
7. Zoning = Planned Residential Development District (PRD)
8. Stormwater Management Facilities are located on Outlots 1, 2, 4, 5, 7 & 8 of this Subdivision. The Owners of the residential Lots within this Subdivision shall each be liable for an equal undivided fractional share of the cost to repair, maintain or restore said Stormwater Management Facilities within this Subdivision. Said repairs, maintenance and restoration shall be performed by the Owners of all Lots within this Subdivision.
9. The Owners of all Lots within this Subdivision shall each own an equal undivided fractional interest in Outlots 1 thru 12 of this Subdivision. Waukesha County shall not be liable for fees or special charges in the event they become the owner of any Lot or Outlot in the Subdivision by reason of tax delinquency.
10. Outlots 13 and 14 to be retained by the Subdivider for future development.
11. All existing structures within the development boundary to be razed.

## HORIZONTAL DATUM PLANE:

All bearings are referenced to Grid North of the Wisconsin State Plane Coordinate System, South Zone (NAD-27), in which the West line of the S.W. 1/4 of Section 33, Town 8 North, Range 20 East, Bears North 00°09'10" East.

## VERTICAL DATUM PLANE:

All elevations are referenced to the National Geodetic Vertical Datum of 1929.

## ENVIRONMENTAL NOTE:

Wetland and Isolated Natural Resource Area (INRA) boundaries shown hereon were field delineated by Heartland Ecological Group, Inc. (Eric Parker) in 2023.

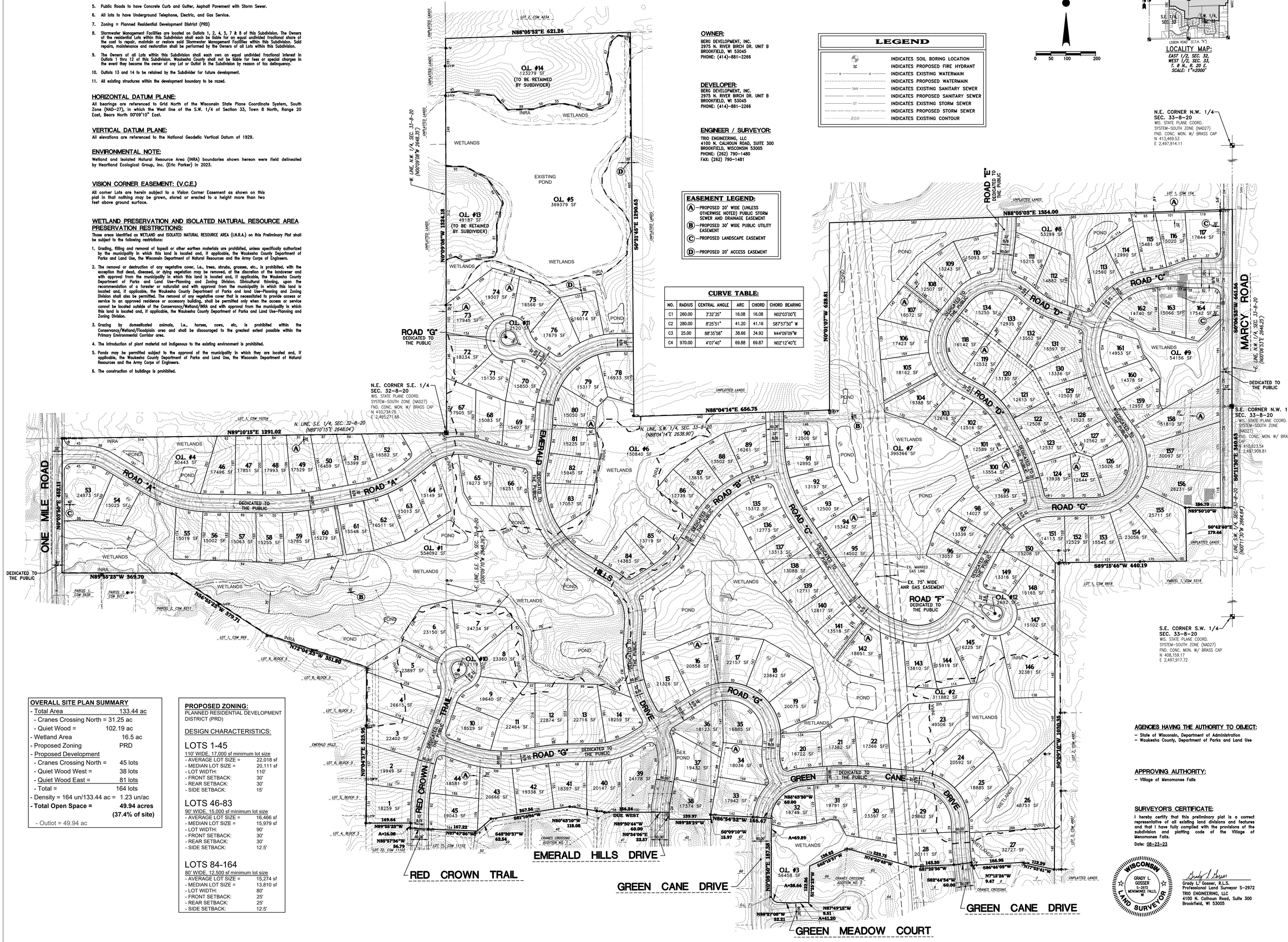
## VISION CORNER EASEMENT: (V.C.E.)

All corner Lots are herein subject to a Vision Corner Easement as shown on this plat in that nothing may be grown, stored or erected to a height more than two feet above ground surface.

## WETLAND PRESERVATION AND ISOLATED NATURAL RESOURCE AREA PRESERVATION RESTRICTIONS:

Those areas identified as WETLAND and ISOLATED NATURAL RESOURCE AREA (I.N.R.A.) on this Preliminary Plat shall be subject to the following restrictions:

1. Grading, filling and removal of topsoil or other earthen materials are prohibited, unless specifically authorized by the municipality in which this land is located and, if applicable, the Waukesha County Department of Parks and Land Use, the Wisconsin Department of Natural Resources and the Army Corps of Engineers.
2. The removal or destruction of any vegetative cover, i.e., trees, shrubs, grasses, etc., is prohibited, with the exception that dead, diseased, or dying vegetation may be removed, at the discretion of the landowner and with approval from the municipality in which this land is located and, if applicable, the Waukesha County Department of Parks and Land Use–Planning and Zoning Division. Silvicultural thinning, upon the recommendation of a forester or naturalist and with approval from the municipality in which this land is located and, if applicable, the Waukesha County Department of Parks and land Use–Planning and Zoning Division shall also be permitted. The removal of any vegetative cover that is necessitated to provide access or service to an approved residence or accessory building, shall be permitted only when the access or service cannot be located outside of the Conservancy/Wetland/INRA and with approval from the municipality in which this land is located and, if applicable, the Waukesha County Department of Parks and Land Use–Planning and Zoning Division.
3. Grazing by domesticated animals, i.e., horses, cows, etc, is prohibited within the Conservancy/Wetland/Floodplain area and shall be discouraged to the greatest extent possible within the Primary Environmental Corridor area.
4. The introduction of plant material not indigenous to the existing environment is prohibited.
5. Ponds may be permitted subject to the approval of the municipality in which they are located and, if applicable, the Waukesha County Department of Parks and Land Use, the Wisconsin Department of Natural Resources and the Army Corps of Engineers.
6. The construction of buildings is prohibited.




## OWNER:

BERG DEVELOPMENT, INC.
2975 N. RIVER BIRCH DR. UNIT B
BROOKFIELD, WI 53045
PHONE: (414)-881-2266

## DEVELOPER:

BERG DEVELOPMENT, INC.
2975 N. RIVER BIRCH DR. UNIT B
BROOKFIELD, WI 53045
PHONE: (414)-881-2266

## ENGINEER / SURVEYOR:

TRIO ENGINEERING, LLC
4100 N. CALHOUN ROAD, SUITE 300
BROOKFIELD, WISCONSIN 53005
PHONE: (262) 790-1480
FAX: (262) 790-1481

## LEGEND

| | |
|---|---|
| | INDICATES SOIL BORING LOCATION |
| | INDICATES PROPOSED FIRE HYDRANT |
| W W | INDICATES EXISTING WATERMAIN |
| | INDICATES PROPOSED WATERMAIN |
| SAN | INDICATES EXISTING SANITARY SEWER |
| | INDICATES PROPOSED SANITARY SEWER |
| ST | INDICATES EXISTING STORM SEWER |
| | INDICATES PROPOSED STORM SEWER |
| 800 | INDICATES EXISTING CONTOUR |

## EASEMENT LEGEND:

- (A) —PROPOSED 20' WIDE (UNLESS OTHERWISE NOTED) PUBLIC STORM SEWER AND DRAINAGE EASEMENT
- (B) —PROPOSED 30' WIDE PUBLIC UTILITY EASEMENT
- (C) —PROPOSED LANDSCAPE EASEMENT
- (D) —PROPOSED 20' ACCESS EASEMENT

## CURVE TABLE:

| NO. | RADIUS | CENTRAL ANGLE | ARC | CHORD | CHORD BEARING |
|---|---|---|---|---|---|
| C1 | 260.00 | 3°32'35" | 16.08 | 16.08 | N02°03'00"E |
| C2 | 280.00 | 8°25'51" | 41.20 | 41.16 | S87°57'50" W |
| C3 | 25.00 | 88°35'58" | 38.66 | 34.92 | N44°09'09"W |
| C4 | 970.00 | 4°07'40" | 69.88 | 69.87 | N02°12'40"E |

## OVERALL SITE PLAN SUMMARY

| | |
|---|---|
| - Total Area | 133.44 ac |
| - Cranes Crossing North = | 31.25 ac |
| - Quiet Wood = | 102.19 ac |
| - Wetland Area | 16.5 ac |
| - Proposed Zoning | PRD |
| - Proposed Development | |
| - Cranes Crossing North = | 45 lots |
| - Quiet Wood West = | 38 lots |
| - Quiet Wood East = | 81 lots |
| - Total = | 164 lots |
| - Density = 164 un/133.44 ac = | 1.23 un/ac |
| **- Total Open Space =** | **49.94 acres (37.4% of site)** |
| - Outlot = 49.94 ac | |

## PROPOSED ZONING:

PLANNED RESIDENTIAL DEVELOPMENT DISTRICT (PRD)

DESIGN CHARACTERISTICS:

### LOTS 1-45

110' WIDE, 17,000 sf minimum lot size

| | |
|---|---|
| - AVERAGE LOT SIZE = | 22,018 sf |
| - MEDIAN LOT SIZE = | 20,111 sf |
| - LOT WIDTH: | 110' |
| - FRONT SETBACK: | 30' |
| - REAR SETBACK: | 30' |
| - SIDE SETBACK: | 15' |

### LOTS 46-83

90' WIDE, 15,000 sf minimum lot size

| | |
|---|---|
| - AVERAGE LOT SIZE = | 16,466 sf |
| - MEDIAN LOT SIZE = | 15,979 sf |
| - LOT WIDTH: | 90' |
| - FRONT SETBACK: | 30' |
| - REAR SETBACK: | 30' |
| - SIDE SETBACK: | 12.5' |

### LOTS 84-164

80' WIDE, 12,500 sf minimum lot size

| | |
|---|---|
| - AVERAGE LOT SIZE = | 15,274 sf |
| - MEDIAN LOT SIZE = | 13,810 sf |
| - LOT WIDTH: | 80' |
| - FRONT SETBACK: | 25' |
| - REAR SETBACK: | 25' |
| - SIDE SETBACK: | 12.5' |

## AGENCIES HAVING THE AUTHORITY TO OBJECT:

- State of Wisconsin, Department of Administration
- Waukesha County, Department of Parks and Land Use

## APPROVING AUTHORITY:

- Village of Menomonee Falls

## SURVEYOR'S CERTIFICATE:

I hereby certify that this preliminary plat is a correct representative of all existing land divisions and features and that I have fully complied with the provisions of the subdivision and platting code of the Village of Menomonee Falls.

Date: 08-23-23

WISCONSIN GRADY L. GOSSER S-2972 MENOMONEE FALLS, WI LAND SURVEYOR

Grady L. Gosser
Grady L. Gosser, R.L.S.
Professional Land Surveyor S-2972
TRIO ENGINEERING, LLC
4100 N. Calhoun Road, Suite 300
Brookfield, WI 53005

WISCONSIN GRADY L. GOSSER S-2972 MENOMONEE FALLS, WI LAND SURVEYOR

TRIO ENGINEERING

4100 N. CALHOUN ROAD, SUITE 300
BROOKFIELD, WI 53005
PHONE: (262) 790-1480
FAX: (262) 790-1481
EMAIL: ggosser@trioeng.com

**PROJECT:**
**QUIETWOOD**
SINGLE FAMILY RESIDENTIAL SUBDIVISION
VILLAGE OF MENOMONEE FALLS, WISCONSIN
BY: BERG DEVELOPMENT, INC
2975 N. RIVER BIRCH DR. UNIT B
BROOKFIELD, WI 53045

| REVISION HISTORY | |
|---|---|
| DATE | DESCRIPTION |
| | |

**DATE:** AUGUST 23, 2023

**JOB NUMBER:** 23-014-1097-01

**DESCRIPTION:** PRELIMINARY PLAT

**SHEET** 1 OF 1

**Approval of the QUIETWOOD PRELIMINARY PLAT generally located between Marcy Road and One Mile Road, North of the Cranes Crossing Subdivision, on the parcels identified by Tax Key Numbers 128.999.018, 129.994, 130.997, 131.994.003, and 131.064.**

Bill Carity, with Carity Land, discussed the project and answered questions of the Plan Commission:

Motion by Commissioner Chris Rolenc, second by Commissioner Paul Curtiss to conditionally approve the Preliminary Plat of Quietwood subject to the following conditions:

1. Subdivision entry monument signs proposed in the outlot near the intersection of Marcy Road and Road "C" will need to be set back at least 100 feet from the street centerline on Marcy Road in order to be outside of the vision corner. Landscaping in the vision corner will need to be two feet in height or less.
2. Subdivision entry monument signs near the intersection of One Mile Road and Road "A" will need to be located outside of the vision corner. Landscaping in the vision corner will need to be two feet in height or less.
3. Sidewalks should be placed on both sides of all roads within the Cranes Crossing North Development (lots 1 - 45).
4. Sidewalks should be placed on one side of all non-cul-de-sacs, including Emerald Hills Drive, North of Road "G".
5. A multi-use trail should be installed from Red Crown Trail (between lots 5 and 6) to Road "A" (between lots 60 and 61).
6. A multi-use trail should be installed from Road "C" (north of lot 90) to Road "D" (between lots 104 and 105.
7. A multi-use trail should be installed from Green Crane Drive (between lots 22 and 23) to Road "C" (between lots 142 and 143).
8. Green Crane Drive shall be correctly identified on the Final Plat – It’s identified as Green Cane Drive on the Preliminary Plat.
9. The applicant will need to pay the "Fee in Lieu of Dedication" in the amount of $1,000 for every lot created in a Final Plat - prior to the recording of the Final Plat.
10. Wetlands greatly restrict driveway locations on lots 23, 26 and 27. The developer will need to obtain wetland fill permits from the WI DNR, or show how homes could be constructed and accessed with a driveway that avoids the wetlands. If this is not accomplished, these will need to be removed.
11. The "Wetland Preservation and Isolated Natural Resource Area Preservation Restrictions" shall be modified to:

- Substitute "The Village of Menomonee Falls" for "the municipality in which the land is located"
- Remove all references to "the Waukesha County Department of Parks and Land Use Planning and Zoning Division".
- Note 3 shall be modified to prohibit grazing of domesticated animals within wetlands and the Isolated Natural Resource Area.

12. Lots 46-64, and 24-26 are entirely located within the Isolated Natural Resource Area - and the "Wetland Preservation and Isolated Natural Resource Area Preservation Restrictions" prohibit the construction of buildings. This issue must be resolved. Staff suggests modifying the building envelopes to preserve the Isolated Natural Resource Area as much as practicable, having the modified building envelopes approved by the Village Planning Staff, and then modifying the note to state the construction of buildings within the Isolated Natural Resource Area are prohibited except within the building envelope contained on each lot.
13. The developer shall modify the building envelope on lot 26 to provide a 110 foot width at the front setback.
14. Stormwater management meeting the Village's stormwater ordinance must be provided for the development. The Stormwater Management Plan must be approved by the Village Engineering Department prior to starting construction.
15. Wisconsin DNR – NR 151 requirements must be met and a Notice of Intent (NOI) needs to be submitted to the Wisconsin DNR for NR 216 Permit Coverage. A copy of the DNR Certificate of Permit Coverage is to be forwarded to the Village Engineering Department prior to issuance of the Village Erosion Control Permit.
16. The site will need to be analyzed for stormwater infiltration per Wisconsin DNR Technical Standard 1002 of the NR 151 guidelines.
17. Wisconsin DNR NR 151 requirements must be met for water quality management. 80% Total Suspended Solid (TSS) removal is to be provided for this development.
18. A Village Stormwater Permit is required. The Stormwater Permit Application must be submitted with the permit review fee as required by the Village's stormwater ordinance.
19. A Village Erosion Control Permit is required prior to any land disturbing activities.
20. A geotechnical study will have to be done by a licensed soils engineer to determine the high seasonal groundwater elevations. Basement or lowest floor elevations will have to be kept at least 3 feet above the high seasonal groundwater elevations to comply with Village code.
21. A wetland delineation is needed.
22. Wetland fill permits from the Wisconsin DNR will have to be obtained by the Developer for the wetlands impacted by the road crossings. The wetland fill areas shall be sufficient to accommodate the road, terrace area, sidewalk and safety shelf behind the sidewalk.
23. Any roadway or building pad areas where 5 feet or more of fill will be placed shall have the filling operations overseen by a geotechnical engineering firm to assure proper compaction to Village Specifications. Soil compaction reports are to be submitted to the Village Engineering Department.
24. The centerline radius shall be a minimum of 150 feet for all public roads to provide safe sight distances meeting AASHTO design guidelines.
25. Accel/decel lanes and tapers meeting Village design standards need to be provided at the proposed road intersections at Marcy Road and One Mile Road.
26. The road connection to the parcel identified as Lot 1 of CSM No. 10704 needs to be shifted further west to allow for a future development layout on that parcel which is acceptable to the Village Engineering Department.
27. The Developer shall extend 12" diameter municipal water main along One Mile Road along the entire frontage of the development parcel.
28. The Developer shall extend 16" diameter municipal water main along Marcy Road along the entire frontage of the development parcel.

29. The Developer shall extend sanitary sewer south along Marcy Road to Villard Avenue.
30. All sanitary sewer, water main, storm sewer, and street design must follow the Village of Menomonee Falls Standards and Requirements for Development.
31. All sanitary sewer, water main, hydrants and laterals are to be kept out of the cul de sac islands. The property lines of the outlots shall be at least 10 feet from any sewer or water main.
32. The Village Comprehensive Outdoor Recreation Plan shows a proposed future multi-use path along Marcy Road. It's recommended that in lieu of constructing the asphalt path at this time along Marcy Road, the Developer deposits funds with the Village for the future construction of the proposed path.
33. Landscaping within and around the stormwater detention ponds and any municipal sewer easements shall comply with the Village's Policy for Landscaping in and Around Infrastructure and Village Landscape Design Guidelines.
34. Street trees are to be kept out of the road right-of-way and placed within the front 10 feet of the private lots and outlots.
35. A Development Agreement will have to be entered into, approved by the Village Board, and signed prior to construction of any public utilities or improvements.
36. A Letter of Credit or other financial guarantee must be provided in accordance to the development agreement prior to construction of any public utilities or improvements.
37. Detailed utility, street, grading and stormwater management plans are required. Further engineering review is needed once these plans are submitted.
38. The facilities layout for electric, telephone, and cable shall conform to section 94-155 of the municipal code.
39. The roads in the development must:

- Have an unobstructed width of not less than 20 feet
- Have unobstructed vertical clearance of not less than 13.5 feet
- Be designed and maintained to support the imposed loads of fire apparatus
- Have an unobstructed width of not less than 26 feet for aerial apparatus access if the grade to the highest roof surface exceeds 30 feet
- Have an angle of approach and departure not exceed 1 foot drop in 20 feet
- Have turning radii that meet the WB-50 Template
- Fire lanes and access to FDC must be maintained throughout the project

40. All dead-end access roads in excess of 150 feet in length shall be provided with approved provisions for the fire apparatus to turn around (Emerald Hills Drive, Road "C" and Road "E".
41. All proposed roads dedicated within the subdivision shall be given names unique to the Village of Menomonee Falls. Road names shall be shown on the Final Plat.
42. The surveyor's stamp shall be signed sealed and dated on all pages of the final plat.
43. The different resources boundaries are difficult to distinguish, especially the wetland and INRA boundaries. A more distinct line work shall be used on the final plat. We recommend these line types be included in the legend for further clarification.
44. Complete curve information as required by the State shall be included in a table on the final plat.
45. All easements, such as proposed or existing drainage ways, access, sanitary sewer and utilities shall be shown on the plat. Any related recorded documents numbers shall also be noted on the plat.
46. A copy of the completed wetland delineation and navigability study must be submitted to our office for review. DNR concurrence and ACOE concurrence (if applicable) of the wetland boundary must also be submitted.
47. There are mapped waterways on the subject property which connect to the Fox River. Per the recent navigability study by Heartland Ecological, it has been determined that the waterway(s) meets the criteria to be considered a navigable (pending DNR concurrence). The navigable waterway(s) and top of bank elevation must be shown on future plat submittals.

48. Per Ch. 236 WI State Statues, the following note shall be added to the plat, “Any land below the ordinary high-water mark of a lake or a navigable stream is subject to the public trust in navigable waters that is established under article IX, section 1, of the state constitution.”
49. The plat contains areas identified as Isolated Natural Resource Area based on the Southeastern Wisconsin Regional Planning Commission (SEWRPC) 2015 Environmental Corridor Inventory. Those boundaries shall be field verified and submitted to SEWRPC for review.
50. Documentation must be presented to the Waukesha County Planning and Zoning Division confirming that, as required by Section NR 110.08(4) of the Wisconsin Administrative Code, the Southeastern Wisconsin Regional Planning Commission has reviewed and commented on the proposed sanitary sewer extension which will be needed to serve this development.
51. A letter shall be submitted from the Village of Menomonee Falls indicating that they are willing to extend sewer to the subdivision.
52. If a private sewage system and/or private well is to be removed, written documentation shall be submitted to Waukesha County Environmental Health Division stating the system and/or well has been properly abandoned. Documentation can be submitted to sod@waukeshacounty.gov.
53. The use of each Outlot shall be shown on future plat submittals. If the Outlots to be retained by the developer are for future development purposes, it shall be explicitly noted.
54. All required certificates shall be added to the final plat.

**Vote:** 6 - 0 Motion Carried

# QUIETWOOD ADDITION NO. 1

BEING A REDIVISION OF OUTLOT 5 OF "QUIETWOOD", BEING LOCATED IN A PART OF THE SOUTHWEST 1/4 AND SOUTHEAST 1/4 OF THE NORTHWEST 1/4 AND THE NORTHWEST 1/4, NORTHEAST 1/4, SOUTHWEST 1/4 AND SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 33, TOWN 8 NORTH, RANGE 20 EAST, IN THE VILLAGE OF MENOMONEE FALLS, WAUKESHA COUNTY, WISCONSIN.

## OVERALL DETAIL SHEET

## GENERAL NOTES:

- ⊙—• Indicates Set 1.270" outside diameter x 18" long Reinforcing Bar weighing 4.303 lbs. per lineal foot. All other Lot and Outlot corners are staked with 0.750" outside diameter x 18" long Reinforcing Bar weighing 1.502 lbs. per lineal foot. (Unless otherwise noted)
- ●—• Indicates Found Monument, See Plan.
- All linear measurements have been made to the nearest one-hundredth of a foot.
- All angular measurements have been made to nearest second and computed to the nearest half-second.
- All bearings are referenced to Grid North of the Wisconsin State Plane Coordinate System, South Zone (NAD-27), in which the West line of the S.W. 1/4 of Section 33, Town 8 North, Range 20 East, Bears North 00°09'10" East.
- Outlot 6 contain open space.
- Outlots 8, 9, 10 and 12 are retained by the developer for future development.
- The Owners of the residential Lots within this Subdivision and any previous and future additions to this Subdivision shall each own an equal undivided fractional interest in Outlots 6, 7 and 11 of this Subdivision. Waukesha County shall not be liable for fees or special charges in the event they become the owner of any Lot or Outlot in the Subdivision by reason of tax delinquency.
- Stormwater Management Facilities are located on Outlots 7 and 11 of this Subdivision. The owners of the residential lots within this Subdivision and future additions to this Subdivision shall each be liable for an equal undivided fractional share of the cost to repair, maintain or restore said Stormwater Management Facilities within Outlots 1, 3, 4, and 9. Said repairs, maintenance and restoration shall be performed by the owners of all lots within this Subdivision and future development of Outlot 8.
- Any land below the Ordinary High Water Mark of a lake or a navigable stream is subject to the Public Trust in navigable waters that is established under Article ix, Section 1, of the State Constitution.
- Wetland and Isolated Natural Resource Area (INRA) boundaries shown hereon were field delineated by Heartland Ecological Group, Inc. (Eric Parker) in 2023.
- All electric, telephone, and communication distribution lines and laterals, including CATV cables, constructed after the recording of this Subdivision shall be placed underground.
- All existing structures within the development to be razed.
- All Public Easements are herein dedicated to the Village of Menomonee Falls.

## BASEMENT RESTRICTION FOR GROUNDWATER NOTE:

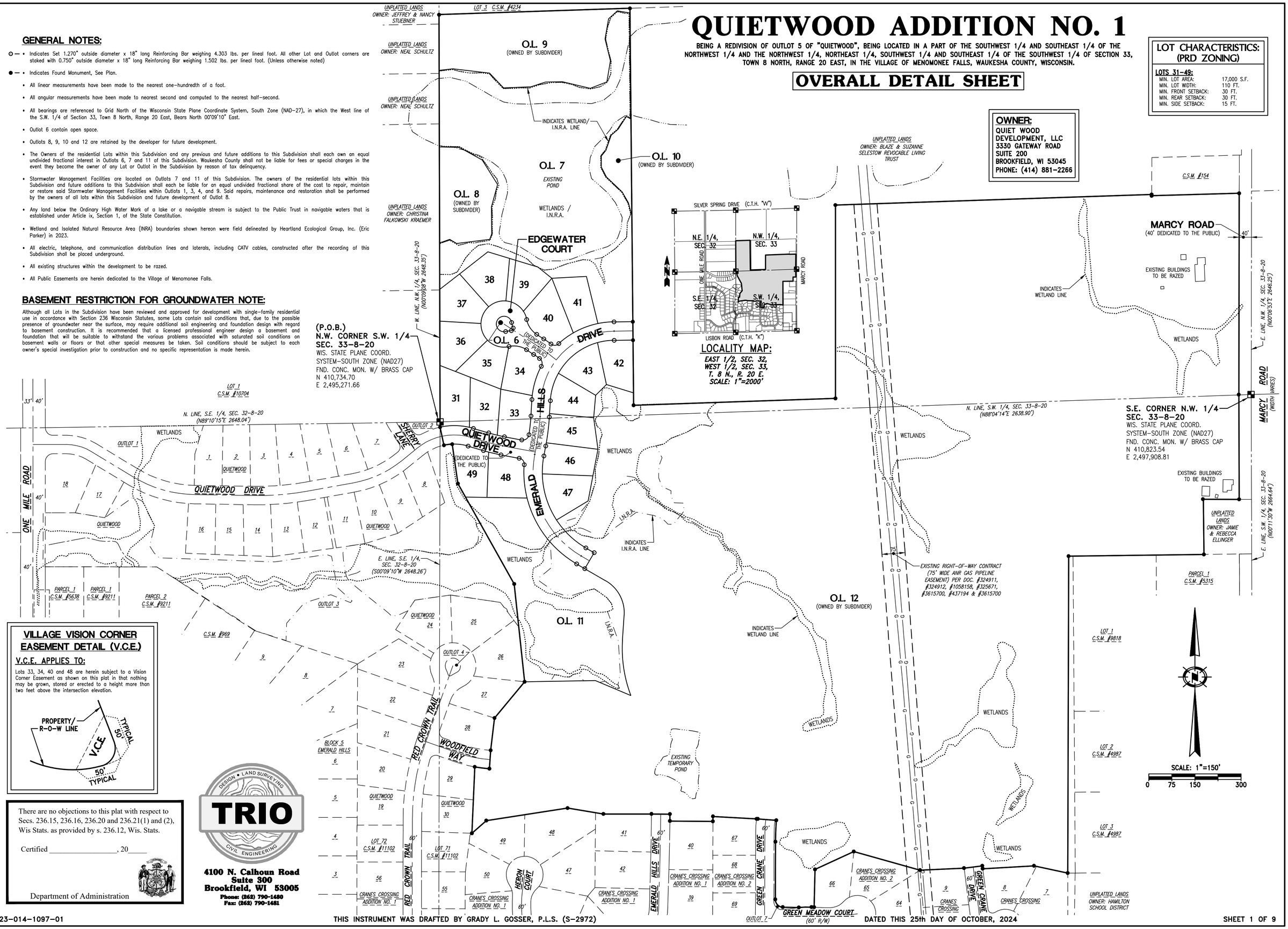
Although all Lots in the Subdivision have been reviewed and approved for development with single-family residential use in accordance with Section 236 Wisconsin Statutes, some Lots contain soil conditions that, due to the possible presence of groundwater near the surface, may require additional soil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

## LOT CHARACTERISTICS: (PRD ZONING)

**LOTS 31-49:**

| | |
|---|---|
| MIN. LOT AREA: | 17,000 S.F. |
| MIN. LOT WIDTH: | 110 FT. |
| MIN. FRONT SETBACK: | 30 FT. |
| MIN. REAR SETBACK: | 30 FT. |
| MIN. SIDE SETBACK: | 15 FT. |


**OWNER:**
QUIET WOOD DEVELOPMENT, LLC
3330 GATEWAY ROAD
SUITE 200
BROOKFIELD, WI 53045
PHONE: (414) 881-2266


## VILLAGE VISION CORNER EASEMENT DETAIL (V.C.E.)

**V.C.E. APPLIES TO:**

Lots 33, 34, 40 and 48 are herein subject to a Vision Corner Easement as shown on this plat in that nothing may be grown, stored or erected to a height more than two feet above the intersection elevation.




There are no objections to this plat with respect to Secs. 236.15, 236.16, 236.20 and 236.21(1) and (2), Wis Stats. as provided by s. 236.12, Wis. Stats.

Certified _____, 20____

Department of Administration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Phone: (262) 790-1480
Fax: (262) 790-1481


X:\2023\23-014-1097 QUIET WOOD - CRANES CROSSING NORTH - MEN. FALLS\DRAWINGS\SURVEY\PLATS\166FPL02.DWG

# QUIETWOOD ADDITION NO. 1

**BEING A REDIVISION OF OUTLOT 5 OF "QUIETWOOD", BEING LOCATED IN A PART OF THE SOUTHWEST 1/4 AND SOUTHEAST 1/4 OF THE NORTHWEST 1/4 AND THE NORTHWEST 1/4, NORTHEAST 1/4, SOUTHWEST 1/4 AND SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 33, TOWN 8 NORTH, RANGE 20 EAST, IN THE VILLAGE OF MENOMONEE FALLS, WAUKESHA COUNTY, WISCONSIN.**

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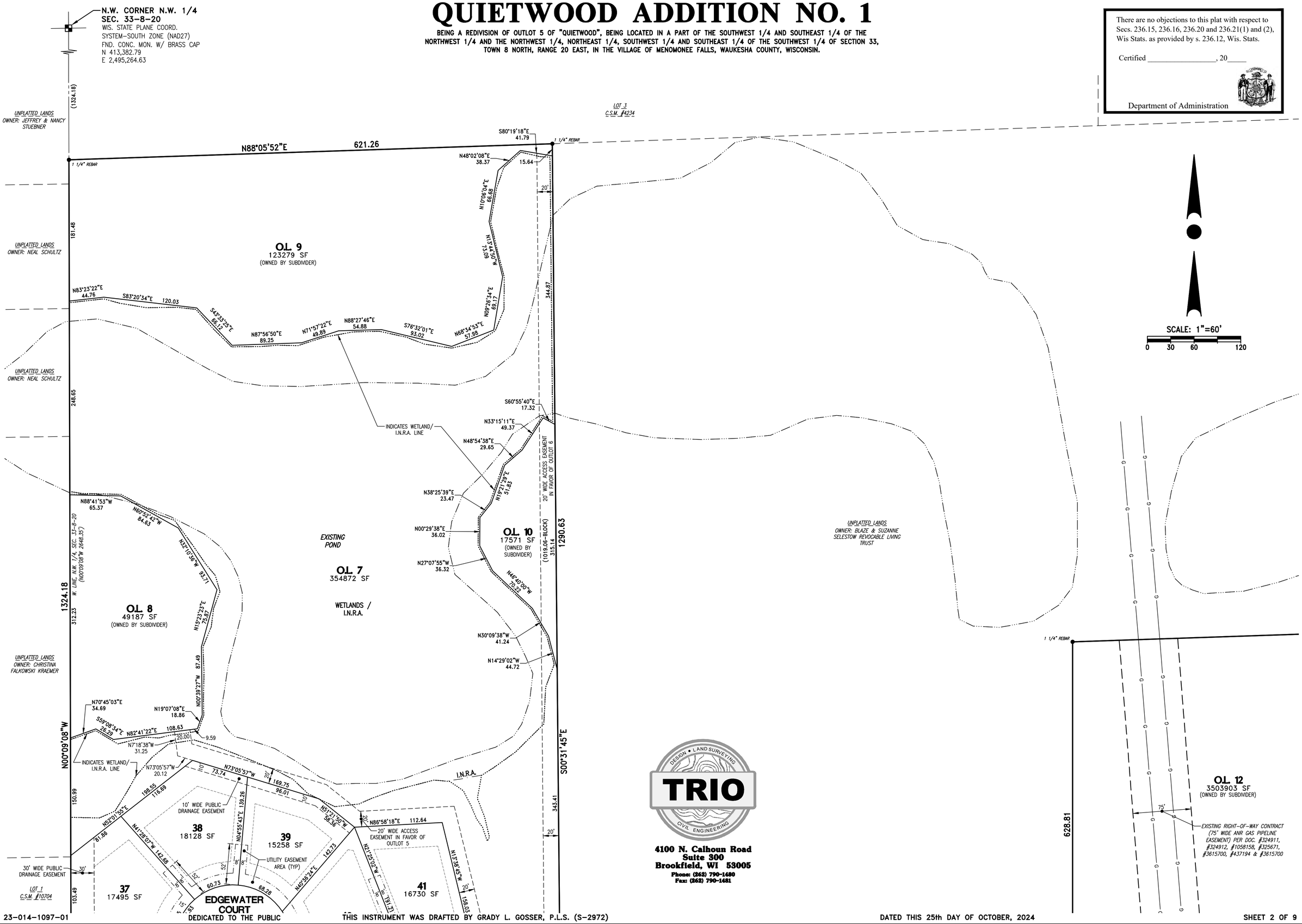



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23-014-1097-01

THIS INSTRUMENT WAS DRAFTED BY GRADY L. GOSSER, P.L.S. (S-2972)

DATED THIS 25th DAY OF OCTOBER, 2024

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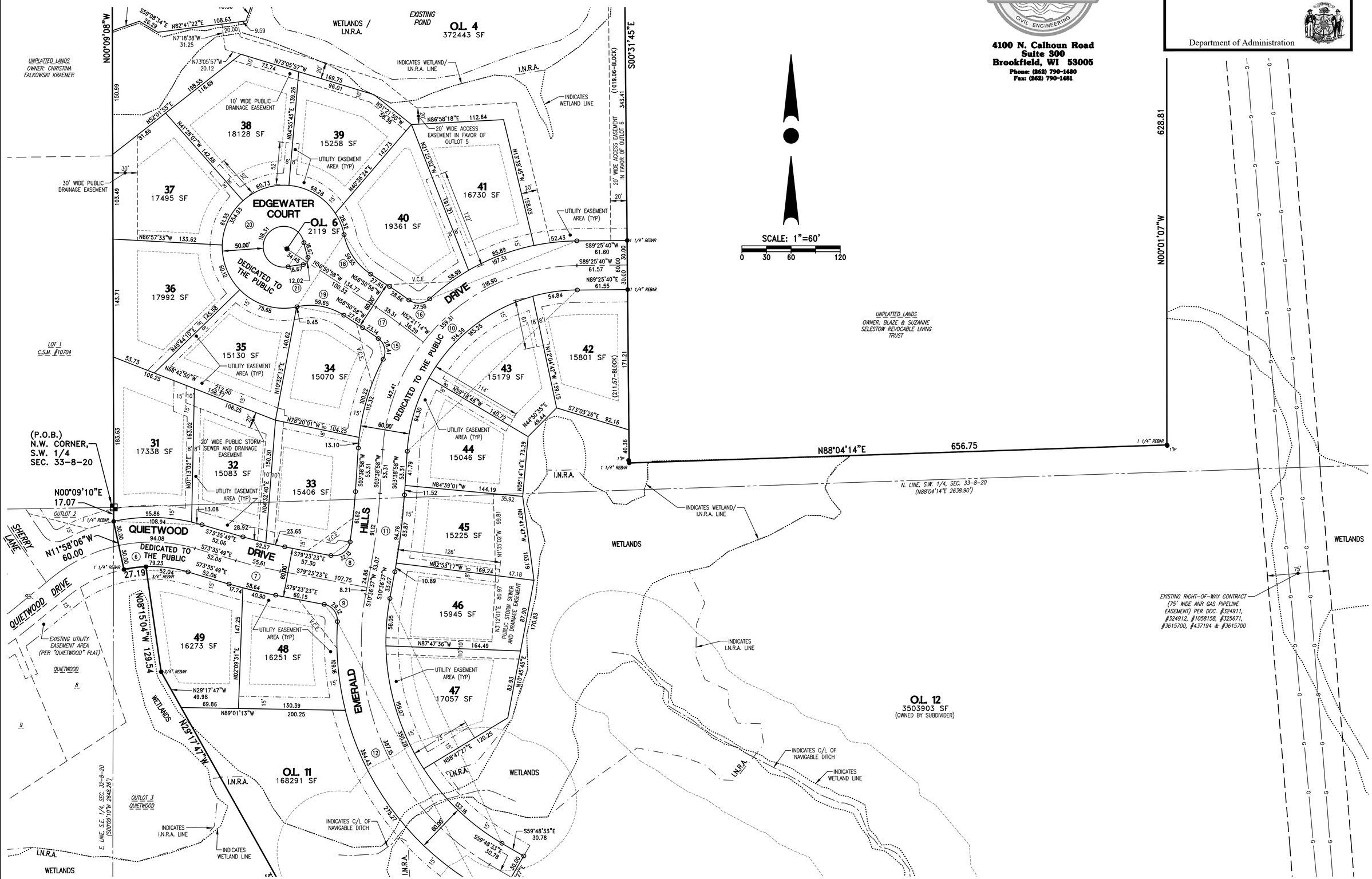




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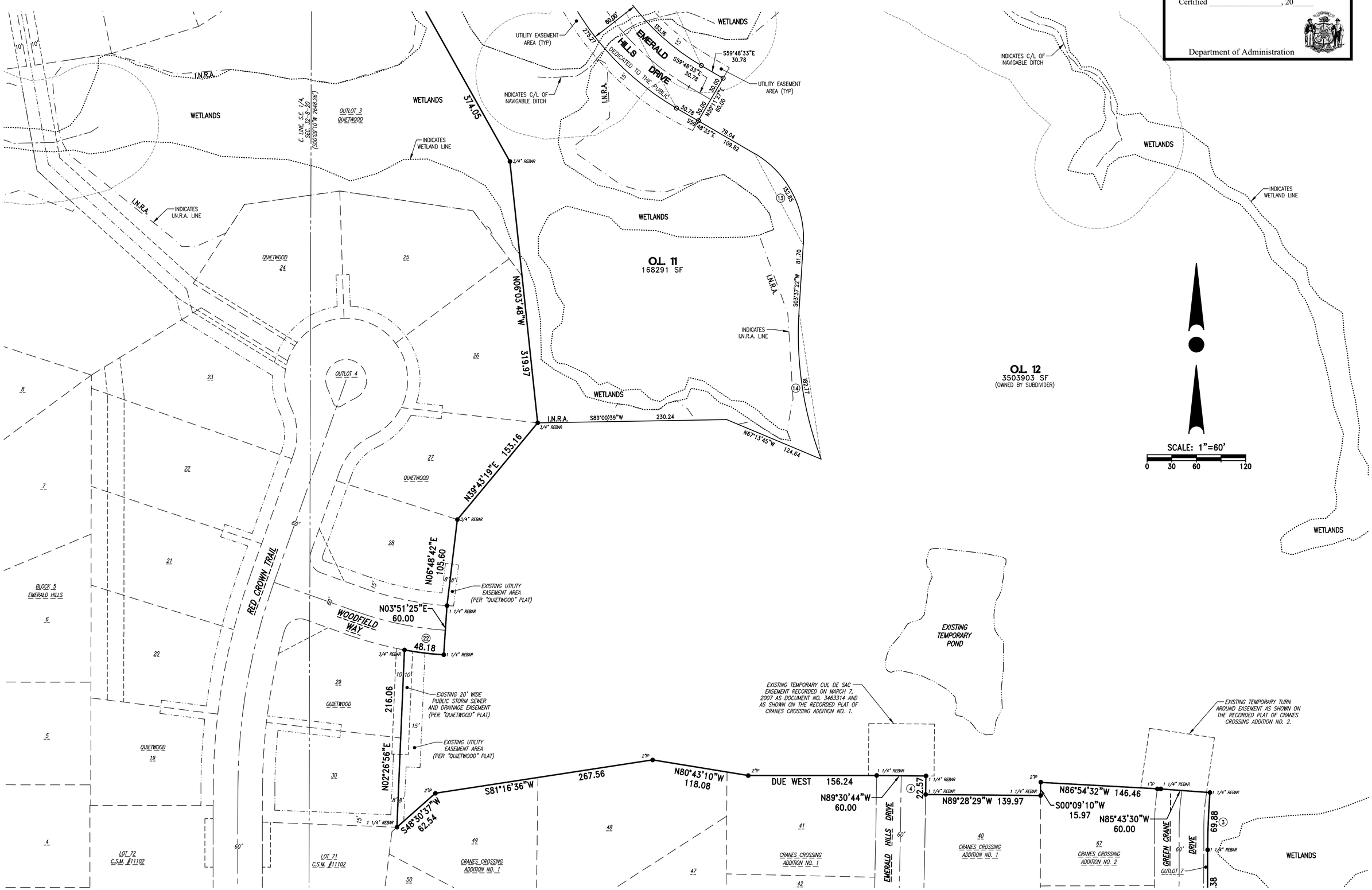


23-014-1097-01 | THIS INSTRUMENT WAS DRAFTED BY GRADY L. GOSSER, P.L.S. (S-2972) | DATED THIS 25th DAY OF OCTOBER, 2024 | SHEET 4 OF 9

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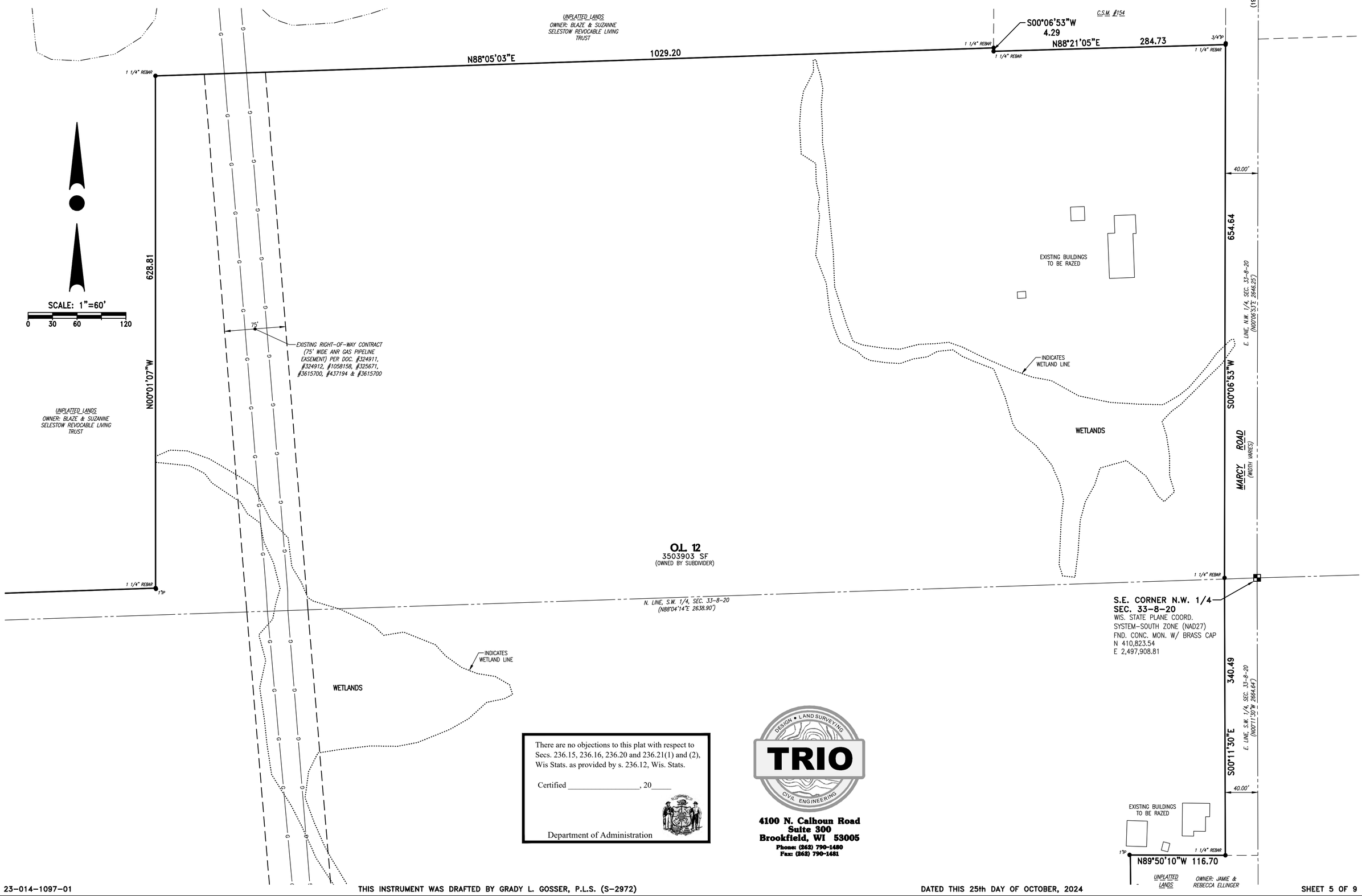


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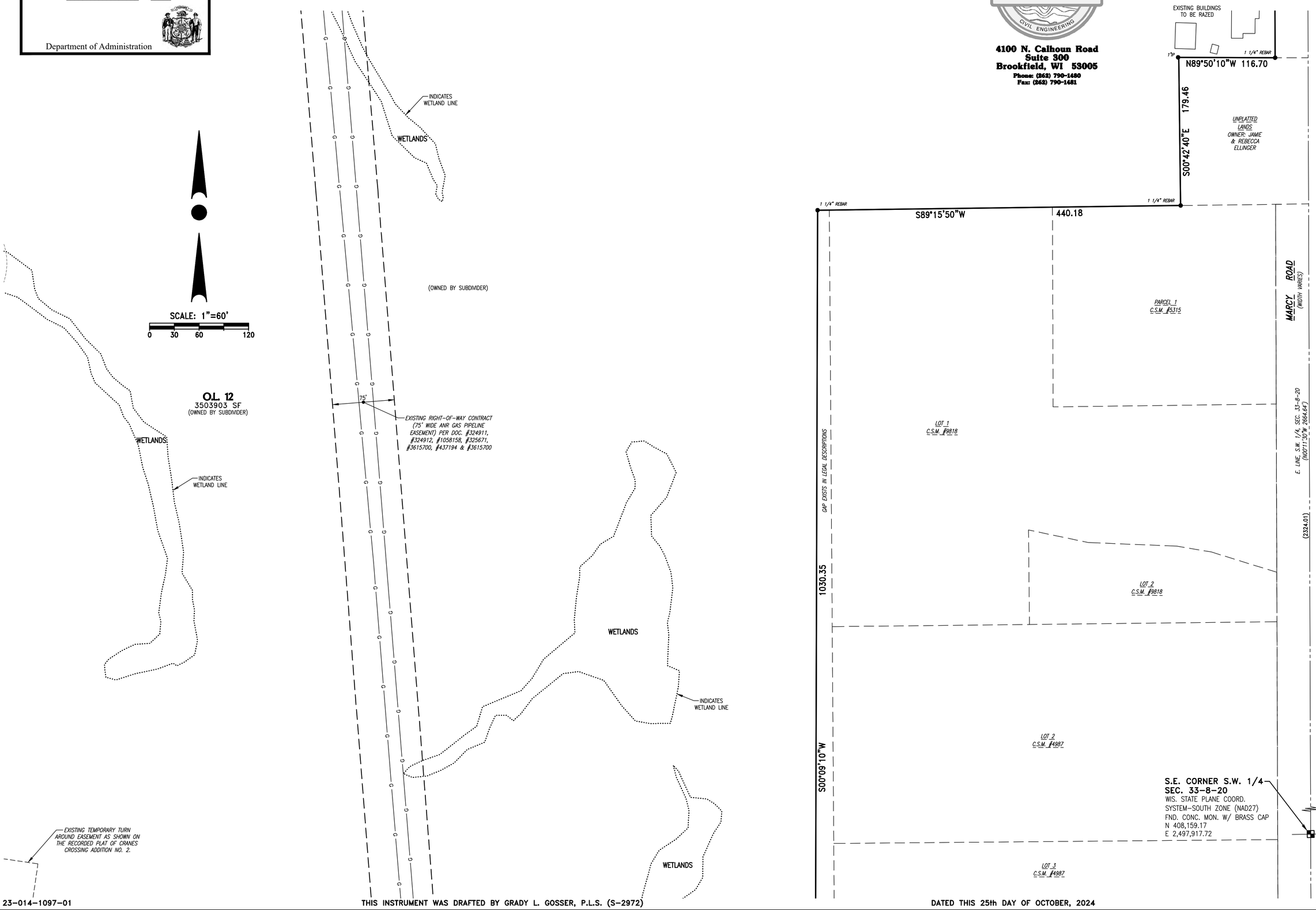


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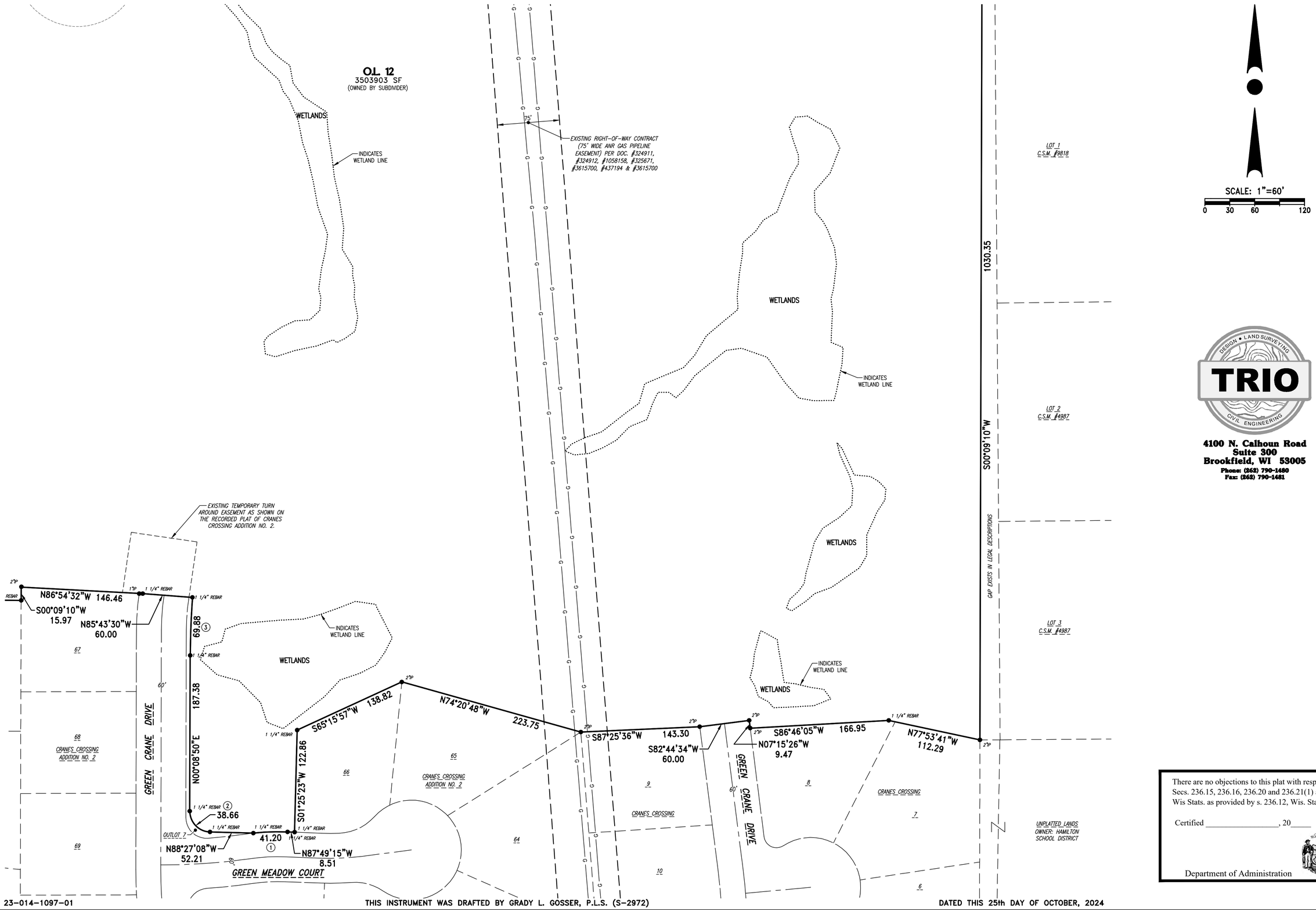



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## CURVE TABLE:

| NO. | LOT(S) | RADIUS | CENTRAL ANGLE | ARC | CHORD | CHORD BEARING | TANGENT IN | TANGENT OUT |
|---|---|---|---|---|---|---|---|---|
| 1 | BOUNDARY | 280.00 | 8°25'51" | 41.20 | 41.16 | S87°57'49.5"W | N87°49'15"W | S83°44'54"W |
| 2 | BOUNDARY | 25.00 | 88°35'58" | 38.66 | 34.92 | N44°09'09"W | N88°27'08"W | N00°08'50"E |
| 3 | BOUNDARY | 970.00 | 4°07'40" | 69.88 | 69.87 | N02°12'40"E | N00°08'50"E | N04°16'30"E |
| 4 | BOUNDARY | 8030.00 | 0°09'40" | 22.57 | 22.57 | N00°34'06"E | N00°38'56"E | N00°29'16"E |
| 5 | BOUNDARY | 260.00 | 3°32'35" | 16.08 | 16.08 | N02°02'59.5"E | N00°16'42"E | N03°49'17"E |
| 6 | C/L | 190.00 | 28°22'17" | 94.08 | 93.12 | S87°46'57.5"E | N78°01'54"E | S73°35'49"E |
| | NORTH | 220.00 | 28°22'17" | 108.94 | 107.83 | S87°46'57.5"E | N78°01'54"E | S73°35'49"E |
| | 31 | 220.00 | 24°57'50" | 95.86 | 95.10 | S89°29'11"E | N78°01'54"E | S77°00'16"E |
| | 32 | 220.00 | 3°24'27" | 13.08 | 13.08 | S75°18'02.5"E | S77°00'16"E | S73°35'49"E |
| | SOUTH | 160.00 | 28°22'17" | 79.23 | 78.42 | S87°46'57.5"E | N78°01'54"E | S73°35'49"E |
| | BOUNDARY | 160.00 | 9°44'12" | 27.19 | 27.16 | N82°54'00"E | N78°01'54"E | N87°46'06"E |
| | 49 | 160.00 | 18°38'05" | 52.04 | 51.81 | S82°54'51.5"E | N87°46'06"E | S73°35'49"E |
| 7 | C/L | 550.00 | 5°47'34" | 55.61 | 55.58 | S76°29'36"E | S73°35'49"E | S79°23'23"E |
| | NORTH | 520.00 | 5°47'34" | 52.57 | 52.55 | S76°29'36"E | S73°35'49"E | S79°23'23"E |
| | 32 | 520.00 | 3°11'12" | 28.92 | 28.92 | S75°11'25"E | S73°35'49"E | S76°47'01"E |
| | 33 | 520.00 | 2°36'22" | 23.65 | 23.65 | S78°05'12"E | S76°47'01"E | S79°23'23"E |
| | SOUTH | 580.00 | 5°47'34" | 58.64 | 58.61 | S76°29'36"E | S73°35'49"E | S79°23'23"E |
| | 49 | 580.00 | 1°45'07" | 17.74 | 17.74 | S74°28'22.5"E | S73°35'49"E | S75°20'56"E |
| | 48 | 580.00 | 4°02'27" | 40.90 | 40.90 | S77°22'09.5"E | S75°20'56"E | S79°23'23"E |
| 8 | 33 | 20.00 | 92°03'28" | 32.13 | 28.79 | N54°34'53"E | S79°23'23"E | N08°33'09"E |
| 9 | 48 | 20.00 | 83°25'31" | 29.12 | 26.62 | N37°40'37.5"W | N04°02'08"E | N79°23'23"W |
| 10 | C/L | 240.00 | 85°46'42" | 359.31 | 326.68 | S46°32'19"W | S89°25'40"W | S03°38'58"W |
| | C/L (NE) | 240.00 | 51°46'54" | 216.90 | 209.60 | S63°32'13"W | S89°25'40"W | S37°38'46"W |
| | C/L (SW) | 240.00 | 33°59'48" | 142.41 | 140.33 | S20°38'52"W | S37°38'46"W | S03°38'58"W |
| | SOUTHEAST | 210.00 | 85°46'42" | 314.39 | 285.84 | S46°32'19"W | S89°25'40"W | S03°38'58"W |
| | 42 | 210.00 | 14°57'45" | 54.84 | 54.68 | S81°56'47.5"W | S89°25'40"W | S74°27'55"W |
| | 43 | 210.00 | 45°05'17" | 165.25 | 161.03 | S51°55'16.5"W | S74°27'55"W | S29°22'38"W |
| | 44 | 210.00 | 25°43'40" | 94.30 | 93.51 | S16°30'48"W | S29°22'38"W | S03°38'58"W |
| | TOTAL-NW | 270.00 | 41°52'16" | 197.31 | 192.95 | S68°29'32"W | S89°25'40"W | S47°33'24"W |
| | OUTLOT 4 | 270.00 | 11°07'37" | 52.43 | 52.35 | S83°51'51.5"W | S89°25'40"W | S78°18'03"W |
| | 41 | 270.00 | 18°13'34" | 85.89 | 85.53 | S69°11'16"W | S78°18'03"W | S60°04'29"W |
| | 40 | 270.00 | 12°31'05" | 58.99 | 58.87 | S53°48'56.5"W | S60°04'29"W | S47°33'24"W |
| | TOTAL-WEST | 270.00 | 24°02'48" | 113.32 | 112.49 | S15°40'22"W | S27°41'46"W | S03°38'58"W |
| | 34 | 270.00 | 21°16'05" | 100.22 | 99.65 | S17°03'43.5"W | S27°41'46"W | S06°25'41"W |
| | 33 | 270.00 | 2°46'43" | 13.10 | 13.09 | S05°02'19.5"W | S06°25'41"W | S03°38'58"W |

## CURVE TABLE:

| NO. | LOT(S) | RADIUS | CENTRAL ANGLE | ARC | CHORD | CHORD BEARING | TANGENT IN | TANGENT OUT |
|---|---|---|---|---|---|---|---|---|
| 11 | C/L | 750.00 | 6°57'39" | 91.12 | 91.06 | N07°07'47.5"E | N10°36'37"E | N03°38'58"E |
| | EAST | 780.00 | 6°57'39" | 94.76 | 94.70 | N07°07'47.5"E | N10°36'37"E | N03°38'58"E |
| | 45 | 780.00 | 6°09'39" | 83.87 | 83.83 | N06°43'47.5"E | N09°48'37"E | N03°38'58"E |
| | 46 | 780.00 | 0°48'00" | 10.89 | 10.89 | N10°12'37"E | N10°36'37"E | N09°48'37"E |
| | WEST | 720.00 | 4°54'11" | 61.62 | 61.60 | N06°06'03.5"E | N08°33'09"E | N03°38'58"E |
| 12 | C/L | 315.00 | 70°25'10" | 387.15 | 363.24 | S24°35'58"E | S10°36'37"W | S59°48'33"E |
| | EAST | 285.00 | 70°25'10" | 350.28 | 328.65 | S24°35'58"E | S10°36'37"W | S59°48'33"E |
| | 46 | 285.00 | 11°40'12" | 58.05 | 57.95 | S04°46'31"W | S10°36'37"W | S01°03'35"E |
| | 47 | 285.00 | 31°58'44" | 159.07 | 157.01 | S17°02'57"E | S01°03'35"E | S33°02'19"E |
| | OUTLOT 12 | 285.00 | 26°46'14" | 133.16 | 131.95 | S46°25'26"E | S33°02'19"E | S59°48'33"E |
| | WEST | 345.00 | 63°50'41" | 384.43 | 364.85 | S27°53'12.5"E | S04°02'08"W | S59°48'33"E |
| | 48 | 345.00 | 18°07'44" | 109.16 | 108.71 | S05°01'44"E | S04°02'08"W | S14°05'36"E |
| | OUTLOT 11 | 345.00 | 45°42'57" | 275.27 | 268.03 | S36°57'04.5"E | S14°05'36"E | S59°48'33"E |
| 13 | OUTLOT 11/12 | 120.00 | 63°25'55" | 132.85 | 126.17 | N28°05'35.5"W | N03°37'22"E | N59°48'33"W |
| 14 | OUTLOT 11/12 | 430.00 | 24°21'13" | 182.77 | 181.40 | S08°33'14.5"E | S03°37'22"W | S20°43'51"E |
| 15 | 34 | 20.00 | 81°23'19" | 28.41 | 26.08 | N12°59'53.5"W | N27°41'46"E | N53°41'33"W |
| 16 | 40 | 20.00 | 79°00'53" | 27.58 | 25.45 | N87°03'50.5"E | S53°25'43"E | N47°33'24"E |
| 17 | C/L | 450.00 | 4°29'44" | 35.31 | 35.30 | N54°36'06"W | N52°21'14"W | N56°50'58"W |
| | NORTHEAST | 480.00 | 3°25'15" | 28.66 | 28.65 | N55°08'20.5"W | N53°25'43"W | N56°50'58"W |
| | SOUTHWEST | 420.00 | 3°09'25" | 23.14 | 23.14 | N55°16'15.5"W | N53°41'33"W | N56°50'58"W |
| 18 | 40 | 75.00 | 45°34'23" | 59.65 | 58.09 | S34°03'46.5"E | S11°16'35"E | S56°50'58"E |
| | OUTLOT 6 | 125.00 | 8°33'29" | 18.67 | 18.65 | S15°33'19.5"E | S11°16'35"E | S19°50'04"E |
| 19 | 34 | 75.00 | 45°34'23" | 59.65 | 58.09 | N79°38'09.5"W | N56°50'58"W | S77°34'39"W |
| | OUTLOT 6 | 125.00 | 8°33'29" | 18.67 | 18.65 | S81°51'23.5"W | S86°08'08"W | S77°34'39"W |
| 20 | TOTAL | 75.00 | 271°08'46" | 354.93 | 105.00 | S33°09'02"W | N11°16'35"W | N77°34'39"E |
| | 40 | 75.00 | 21°38'11" | 28.32 | 28.15 | N22°05'40.5"W | N11°16'35"W | N32°54'46"W |
| | 39 | 75.00 | 52°09'31" | 68.28 | 65.94 | N58°59'31.5"W | N32°54'46"W | N85°04'17"W |
| | 38 | 75.00 | 46°23'50" | 60.73 | 59.09 | S71°43'48"W | N85°04'17"W | S48°31'53"W |
| | 37 | 75.00 | 46°52'16" | 61.35 | 59.66 | S25°05'45"W | S48°31'53"W | S01°39'37"W |
| | 36 | 75.00 | 45°55'27" | 60.12 | 58.52 | S21°18'06.5"E | S01°39'37"W | S44°15'50"E |
| | 35 | 75.00 | 57°48'44" | 75.68 | 72.51 | S73°10'12"E | S44°15'50"E | N77°55'26"E |
| | 34 | 75.00 | 0°20'47" | 0.45 | 0.45 | N77°45'02.5"E | N77°55'26"E | N77°34'39"E |
| | OUTLOT 6 | 25.00 | 271°08'46" | 118.31 | 35.00 | S33°09'02"W | N11°16'35"W | N77°34'39"E |
| 21 | OUTLOT 6 | 6.50 | 105°58'12" | 12.02 | 10.38 | N33°09'02"E | N86°08'08"E | N19°50'04"W |
| 22 | BOUNDARY | 430.00 | 6°25'09" | 48.18 | 48.15 | S82°56'00.5"E | S79°43'26"E | S86°08'35"E |

There are no objections to this plat with respect to Secs. 236.15, 236.16, 236.20 and 236.21(1) and (2), Wis Stats. as provided by s. 236.12, Wis. Stats.

Certified _____, 20_____

Department of Administration


DESIGN • LAND SURVEYING
TRIO
CIVIL ENGINEERING

**4100 N. Calhoun Road**
**Suite 300**
**Brookfield, WI 53005**
**Phone: (262) 790-1480**
**Fax: (262) 790-1481**


## WETLAND PRESERVATION AND ISOLATED NATURAL RESOURCE AREA PRESERVATION RESTRICTIONS:

Those areas identified as WETLAND and ISOLATED NATURAL RESOURCE AREA (I.N.R.A.) on this Plat shall be subject to the following restrictions:

1. Grading, filling and removal of topsoil or other earthen materials are prohibited, unless specifically authorized by the Village of Menomonee Falls, if applicable, the Wisconsin Department of Natural Resources and the Army Corps of Engineers.
2. The removal or destruction of any vegetative cover, i.e., trees, shrubs, grasses, etc., is prohibited, with the exception that dead, diseased, or dying vegetation may be removed, at the discretion of the landowner and with approval from the Village of Menomonee Falls. Silvicultural thinning, upon the recommendation of a forester or naturalist and with approval from the Village of Menomonee Falls, shall also be permitted. The removal of any vegetative cover that is necessitated to provide access or service to an approved residence or accessory building, shall be permitted only when the access or service cannot be located outside of the Wetland/I.N.R.A. and with approval from the Village of Menomonee Falls.
3. Grazing by domesticated animals, i.e., horses, cows, etc., is prohibited.
4. The introduction of plant material not indigenous to the existing environment is prohibited.
5. Ponds may be permitted subject to the approval of the Village of Menomonee Falls and, if applicable, the Wisconsin Department of Natural Resources and the Army Corps of Engineers.
6. The construction of buildings is prohibited.

X:\2023\23-014-1097 QUIET WOOD - CRANES CROSSING NORTH - MEN. FALLS\DRAWINGS\SURVEY\PLATS\166FPL02.DWG

# QUIETWOOD ADDITION NO. 1

BEING A REDIVISION OF OUTLOT 5 OF "QUIETWOOD", BEING LOCATED IN A PART OF THE SOUTHWEST 1/4 AND SOUTHEAST 1/4 OF THE NORTHWEST 1/4 AND THE NORTHWEST 1/4, NORTHEAST 1/4, SOUTHWEST 1/4 AND SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 33, TOWN 8 NORTH, RANGE 20 EAST, IN THE VILLAGE OF MENOMONEE FALLS, WAUKESHA COUNTY, WISCONSIN.

## SURVEYOR'S CERTIFICATE:

STATE OF WISCONSIN )
) SS
COUNTY OF WAUKESHA)

I, Grady L. Gosser, Professional Land Surveyor, do hereby certify:

That I have surveyed, divided and mapped a redivision of Outlot 5 of "QUIETWOOD", recorded in the Office of the Register of Deeds for Waukesha County on _____, 20 ____ , as Document Number _____, being located in a part of the Southwest 1/4 and Southeast 1/4 of the Northwest 1/4 and the Northwest 1/4, Northeast 1/4, Southwest 1/4 and Southeast 1/4 of the Southwest 1/4 of Section 33, Town 8 North, Range 20 East, in the Village of Menomonee Falls, Waukesha County, Wisconsin

Said Parcel contains 4,629,177 Square Feet (or 106.2713 Acres) of land, more or less.

That I have made such survey, land division, and map by the direction of QUIET WOOD DEVELOPMENT, LLC, owner of said lands.

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

That I have fully complied with the provisions of Chapter 236 of the Wisconsin Statutes and the subdivision regulations of the Village of Menomonee Falls in surveying, dividing and mapping the same.

Dated this _____ Day of _____, 20 _____.

_____
Grady L. Gosser, P.L.S.
Professional Land Surveyor, S-2972
TRIO ENGINEERING, LLC
4100 N. Calhoun Road, Suite 300
Brookfield, WI 53005
Phone: (262)790-1480 Fax: (262)790-1481

## UTILITY EASEMENT PROVISIONS:

An Easement for electric, natural gas, and communications service is hereby granted by

QUIET WOOD DEVELOPMENT, LLC, Grantor, to

WISCONSIN ELECTRIC POWER COMPANY and WISCONSIN GAS, LLC, Wisconsin corporations doing business as We Energies, and WISCONSIN BELL, INC. doing business as AT&T Wisconsin, a Wisconsin corporation, and SPECTRUM MID-AMERICA, LLC, Grantee, AND

their respective successors and assigns, to construct, install, operate, repair, maintain and replace from time to time, facilities used in connection with overhead and underground transmission and distribution of electricity and electric energy, natural gas, telephone and cable TV facilities for such purposes as the same is now or may hereafter be used, all in, over, under, across, along and upon the property shown within those areas on the plat designated as "Utility Easement Areas" and the property designated on the plat for streets and alleys, whether public or private, together with the right to install service connections upon, across within and beneath the surface of each lot to serve improvements, theron, or on adjacent lots; also the right to trim or cut down trees, brush and roots as may be reasonably required incident to the rights herein given, and the right to enter upon the subdivided property for all such purposes. The Grantees agree to restore or cause to have restored, the property, as nearly as is reasonably possible, to the condition existing prior to such entry by the Grantees or their agents. This restoration, however, does not apply to the initial installation of said underground and/or above ground electric facilities, natural gas facilities, or telephone and cable TV facilities or to any trees, brush or roots which may be removed at any time pursuant to the rights herein granted. Buildings shall not be placed over Grantees' facilities or in, upon or over the property within the lines marked "Utility Easement Areas" without the prior written consent of Grantees. After installation of any such facilities, the grade of the subdivided property shall not be altered by more than four inches without written consent of grantees.

The grant of easement shall be binding upon and inure to the benefit of the heirs, successors and assigns of all parties hereto.

## CORPORATE OWNER'S CERTIFICATE OF DEDICATION:

QUIET WOOD DEVELOPMENT, LLC, a Wisconsin Limited Liability Company duly organized and existing under and by virtue of the laws of the State of Wisconsin, as owner, certifies that said Limited Liability Company has caused the land described on this plat to be surveyed, divided, mapped and dedicated as represented on this plat. I also certify that this plat is required by S.236.10 or S.236.12 to be submitted to the following for approval or objection.

APPROVING AGENCIES:

1. Village of Menomonee Falls

AGENCIES WHO MAY OBJECT:

1. State of Wisconsin, Department of Administration
2. Waukesha County, Department of Parks and Land Use

Witness the hand and seal of said Owner this _____ day of _____, 20_____.

QUIET WOOD DEVELOPMENT, LLC

_____
Marv Berg, President

STATE OF WISCONSIN )
) SS
COUNTY OF WAUKESHA )

Personally came before me this _____ day of _____, 20_____, the above named Marv Berg, President of the above named Limited Liability Company, to me known to be the person who executed the foregoing instrument, and to me known to be such President of said Limited Liability Company, and acknowledged that he executed the foregoing instrument as such officer as the deed of said Limited Liability Company, by its authority.

_____
Print Name: _____
Public, Waukesha County, WI
My Commission Expires: _____

## CONSENT OF CORPORATE MORTGAGEE:

_____, a corporation duly organized and existing by virtue of the laws of the State of Wisconsin, Mortgagee of the above described land, does hereby consent to the surveying, dividing and mapping of the land described on this Plat, and does hereby consent to the above certificate of QUIET WOOD DEVELOPMENT, LLC, owner, this _____ day of _____, 20 _____.

_____

STATE OF WISCONSIN )
) SS
COUNTY OF )

Personally came before me this _____ day of _____, 20_____, the above named _____, _____ of the above named corporation, to me known to be the person who executed the foregoing instrument, and to me known to be such _____of said corporation, and acknowledged that he executed the foregoing instrument as such officer as the deed of said corporation, by its authority.

_____
Print Name: _____
Public, Waukesha County, WI
My Commission Expires: _____

## CERTIFICATE OF COUNTY TREASURER:

STATE OF WISCONSIN )
) SS
COUNTY OF WAUKESHA)

I, Pamela F. Reeves, being duly elected, qualified and acting Treasurer of the County of Waukesha, do hereby certify that the records in my office show no unredeemed tax sales and no unpaid taxes or special assessments as of this _____ Day of _____, 20 _____ on any of the land included in the Plat of "QUIETWOOD".

Dated this _____ Day of _____, 20 _____.

_____
Pamela F. Reeves, County Treasurer

## CERTIFICATE OF VILLAGE TREASURER:

STATE OF WISCONSIN )
) SS
COUNTY OF WAUKESHA)

I, Valerie Emrich, being duly appointed, qualified and acting Interim Treasurer of the Village of Menomonee Falls, do hereby certify that in accordance with the records in my office, there are no unpaid taxes or special assessments as of this _____ Day of _____, 20 ____ on any of the land included in the Plat of "QUIETWOOD".

Dated this _____ Day of _____, 20 _____.

_____
Valerie Emrich, Interim Village Treasurer

## VILLAGE BOARD APPROVAL:

Resolved, that the plat of "QUIETWOOD", in the Village of Menomonee Falls, having been recommended by the Plan Commission, and being the same, is hereby approved and the dedication herein accepted by the Village Board of Trustees of the Village of Menomonee Falls, on this _____ Day of _____, 20 _____.

_____
Jeremy Walz, Village President

I hereby certify that the foregoing is a copy of a resolution adopted by the Village Board of Trustees of the Village of Menomonee Falls.

_____
Amy Dishinger, Village Clerk

## MENOMONEE FALLS PLAN COMMISSION:

Preliminary Approval: Date: _____ _____
Secretary

Final Approval: Date: _____ _____
Secretary

There are no objections to this plat with respect to Secs. 236.15, 236.16, 236.20 and 236.21(1) and (2), Wis Stats. as provided by s. 236.12, Wis. Stats.

Certified _____, 20_____

Department of Administration

DESIGN • LAND SURVEYING
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CIVIL ENGINEERING

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X:\2023\23-014-1097 QUIET WOOD - CRANES CROSSING NORTH - MEN. FALLS\DRAWINGS\SURVEY\PLATS\166FP1.02.DWG

**Paul Farrow**
County Executive

**Dale R. Shaver**
Director

# Waukesha County

*Department of Parks and Land Use*

| | |
|---|---|
| **TO:** | State of Wisconsin–Department of Administration (Plat Review) |
| **NOTICE OF:** | Conditional Certification of No Objection to Final Plat |
| **DATE OF REVIEW:** | November 22, 2024 |
| **RE:** | Subdivision Plat known as: **Quietwood Addition No. 1**<br>**File No: 2081A** |
| **LOCATION:** | Part of the SW ¼ and SE ¼ of the NW ¼, and the NW ¼, NE ¼, SW ¼, and SE ¼ of the Southwest ¼ of Section 33, T8N, R20E, Village of Menomonee Falls |
| **SUBMITTED BY:** | State of Wisconsin-Department of Administration (Plat Review) |
| **SURVEYOR:** | Grady Gosser, P.L.S.<br>Trio Engineering<br>4100 N. Calhoun Rd., Suite 300<br>Brookfield, WI 53005 |
| **DATE RECEIVED:** | November 4, 2024 |
| **DATE OF PLAT:** | October 25, 2024 |
| **SUBDIVIDER:** | Quiet Wood Development, LLC<br>3330 Gateway Rd. Ste. 200<br>Brookfield, WI 53045 |

**REMARKS:** Conditional Certification of No Objection to this Final Plat is based on the following conditions being satisfied prior to the resubmittal of a revised Final Plat or prior to recordation:

1. The surveyor's stamp shall be signed, sealed and dated on all pages of the final plat.

2. All easements, such as proposed or existing drainage ways, access, sanitary sewer and utilities shall be shown on the plat. Any related recorded documents numbers shall also be noted on the plat.

3. Add the full date of the wetland delineation (May 4-5, 2023) to the wetland delineation note on Sheet 1.

4. A letter shall be submitted from the Village of Menomonee Falls indicating that they are willing to extend sewer to the subdivision.

5. If a private sewage system and/or private well is to be removed, written documentation shall be submitted to Waukesha County Environmental Health Division stating the system and/or well has been properly abandoned. Documentation can be submitted to sod@waukeshacounty.gov.

6. Revise the bullet point on Sheet 1 under "General Notes" from "Outlot 6 contain open space" to "Outlot 6 contains open space."

7. There is a 20 ft. wide access easement shown on Sheets 2 and 3 for the benefit of Outlot 6. However, Outlot 6 appears to be a landscape island within a public right of way. It appears, based on Sheet 2, that the easement is intended for Outlot 9 and Outlot 10. Please correct in both places.

8. The 20 ft. wide access easement shown on Sheets 2 and 3 for the benefit of Outlot 5 should be corrected to Outlot 8 in two places.

9. On Sheet 1, the overall detail shows the existing pond to be Outlot 7. On Sheet 3, the pond outlot is identified as Outlot 4. Please correct on Sheet 3 to the note the outlot as Outlot 7.

10. The General Notes on Sheet 1 regarding stormwater management facilities (Bullet 9) is confusing. It references Outlot 9 as having stormwater facilities when a separate note indicates this is to be owned by the subdivision for future development. It also identifies future owners of the development of Outlot 8 as being responsible for these facilities but does not include Outlot 9 or 10. It should further be clarified that Outlots 1-4 are on the final plat of Quietwood. Please review and revise, as necessary.

11. All exterior boundaries shall have identified bearings and distances in accordance with Chapter 236 of the Wisconsin Statutes.

In addition, we recommend the following:

12. The DNR does not have a program in which environmental corridor delineations can be completed by an assured delineator, similar to the Assured Wetland Delineation program. Therefore, we recommend that the INRA delineation report be submitted to SEWRPC for concurrence with the INRA boundary shown on the plat.

13. The Village's Comprehensive Development Plan indicates that isolated natural resource areas should be preserved in open uses to the extent practicable, as determined in county and local plans. The Waukesha County Comprehensive Development Plan (CDP) also recommends the protection of environmental corridors and isolated natural resource areas. The CDP recognizes that certain rural development (one

dwelling unit per five acres) may be accommodated in such areas without jeopardizing their overall integrity. Regional and County plans call for environmental corridors to be developed at a rate of one dwelling unit per five acres of environmental corridor. This would yield 8 lots (rounded up) in the INRA. We recommend a tree inventory and disturbance envelopes to minimize overall INRA loss. Based upon a review of historic aerial photos, it appears as though the highest quality wooded area is likely located in the southeast corner of Outlot 12. We recommend that the design for future phases be adjusted to place this area in an outlot to be owned in common by all lot owners.

14. The County Parks and Open Space Plan and the Village's Comprehensive Outdoor Recreation Plan identifies Isolated Natural Resource Areas as environmentally significant lands. The plan also identifies the INRA areas on the plat as potential areas for the Village to acquire for open space preservation. If the Village is no longer interested in said acquisition, we recommend that the plan be updated accordingly. In addition, please notify Waukesha County Planning and Zoning Division so the County can amend the property's designation on the County Park and Open Space Plan in a future update, which is intended to mirror local plans.

15. We recommend the top of bank elevation of the navigable waterways be identified on the plat if the Village regulates a setback from navigable waterways.

16. The Waukesha Couty Street and Highway Width Map, adopted by the County Board of Supervisors in 1980, identifies Marcy Road as having an established right of way of 100 feet. Historically, it appears only 40 feet of right-of-way has been dedicated when land divisions occurred, making the ultimate right-of-way 80 feet. Therefore, we recommend that the right of way width needs for Marcy Road be assessed to ensure adequate width.

17. We recommend that the developer consult with the property owner regarding the location and function of any drain tile that may be present on the property and how it may impact the development.

18. If the project is to be phased, we recommend temporary cul-de-sacs be placed on all road stubs to provide turn-around accessibility until the roadway is extended with a future phase.

19. The site consists of areas with variable terrain and possible ground water near the surface. We recommend that the Village consider requiring that a Master Grading Plan be reviewed, approved, and implemented to provide continuity of yard grades from one lot to another.

20. According to the soil survey of Milwaukee and Waukesha Counties, lots in this subdivision may contain soils with seasonal high groundwater located less than 3' below ground surface. Therefore, unless significant fill is proposed, we recommend that the Village require a soil analysis for all lots within the development and ensure that basement floor elevations will be above seasonal high groundwater conditions. Waukesha County recommends that basements be placed at least one (1) ft. above the estimated seasonal high groundwater elevation. Minimum basement floor elevations should be identified on a Master Grading Plan or Final Plat for any lots with limiting factors. At a minimum, the Basement Restriction for Groundwater Note on Sheet 1 should remain on the plat.

21. Access restrictions should be placed on the face of the plat prohibiting direct access to One Mile Road and Marcy Road from any Lots or Outlots in this subdivision.

22. All DNR permits shall be obtained for the crossing of a navigable stream.

23. Wells and POWTS systems associated with the residence and buildings to be razed on the east side of Outlot 12 must be properly abandoned and documentation submitted to the County Environmental Health Division (sod@waukeshacounty.gov)

24. Any Village or WDNR wetland setback requirements should be noted on the face of the plat.

25. We recommend constructing sidewalks on at least one side of the streets in accordance with "SEWRPC's Recommendations for Provision of Sidewalks in Areas of Existing or Planned Urban Development".

**SIGNED:** _____

Rebekah Leto, Senior Planner

For information regarding this review, please contact Ken Smith at (262) 548-7790 or kasmith@waukeshacounty.gov.

Cc (via email): Amy Dishinger, Village Clerk, adishinger@menomonee-falls.org
Amy Bennett, Village of Menomonee Falls Planner, abennett@menomonee-falls.org
Grady Gosser, Surveyor, ggosser@trioeng.com
Berg Development, Inc. c/o Bill Carity carityland@sbcglobal.net
SEWRPC, Chief Land Use Planner (via email only)
DNR, Alison Masek (via email only)
We Energies – Plat Review (via email only)
AT&T – Plat Review (via email only)
Brightspeed – Plat Review (via email only)
Waukesha County Register of Deeds
File

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side of the flowline.

3. Building pad grades shall be between 0.0 ft. and 2.0 ft. lower than the final grades shown on the approved master grading plan. As-built grades are to be shown at the front and back of each building pad.
4. Stormwater detention ponds shall be certified and as-built. Elevations shall be taken at cross sections not exceeding 25 feet from top to bottom of the pond banks and embankments, top and bottom of safety shelf, inlet and outlet pipe inverts, outlet structure and emergency spillway.
5. All final grading must be within the above tolerance and provide positive drainage. Any areas not within tolerance or found to have insufficient drainage shall be regraded.

- Developer is solely responsible for grading to the point of certification and acceptance until the Dedication and Acceptance of improvements is approved by the Village Board.
- All property lot corner pipes, perimeter pipes, and horizontal curve pipe shall be set by developer's surveyor.
- All disturbed areas shall be restored with topsoil, seed, fertilizer and mulch in accordance to Village erosion control ordinance and specifications.
- All swales in drainage easements are to fine graded and stabilized with topsoil, seed, fertilizer and erosion control blanket per Village specifications. Drainage easements are to be maintained by the developer until stabilized with grass. All erosion control measures as shown on the approved erosion control plan shall be in place and in properly functioning condition.

**Vote:** 5 - 0 Motion Carried

Consideration of a recommendation to the Village Board of Trustees regarding the Final Plat of **QUIETWOOD ADDITION NO. 1,** located between Marcy Road and One Mile Road, North of the Cranes Crossing Subdivision, on the parcels identified by Tax Key Number 128.999.018.

Motion by Commissioner Paul Curtiss, second by Commissioner Steve Bruskiewicz to recommend the Village Board of Trustees approve the Final Plat of Quietwood Addition No. 1, subject to the 22 staff conditions listed in this report, the 11 conditions from Waukesha County and any changes from the Wisconsin Department of Administration.

1. The developer shall submit the $19,000 Fee in Lieu of Dedication prior to recording the Final Plat of this subdivision.
2. On Sheet 10 of the plat the word "Interim" is to be removed in front of "Village Treasurer".
3. On Sheet 3 Outlot 7 in incorrectly labeled as Outlot 4.
4. Private Drainage Easements are to be provided over drainage swales that accept storm water runoff from adjacent upstream properties.
5. Private Drainage Easements are to be designated with a circled "A".
6. The following note is to be added to the plat: "Private Drainage Easements are established to provide for the unobstructed flow of storm water runoff from adjacent and upstream properties. Owners of lots on which these private drainage easements exist shall be responsible for keeping these areas free of any obstructions that may restrict or block this flow. These Private Drainage Easements are marked "A" ".
7. All public easements are to be designated with a circled "B" with the type of each easement labeled on the plat.
8. Add a note that "All easements marked "B" are public easements granted to the Village

of Menomonee Falls".

9. A 30' Private Drainage Easement is needed along the rear of Lot 37. The Public Drainage Easement shall be removed from that location.
10. A 10' Private Drainage Easement is needed along the rear of Lots 38-39. The Public Drainage Easement shall be removed from that location.
11. A 20' Private Drainage Easement is needed over the drainage swale through the rear of Lots 45-46. The Public Storm Sewer and Drainage Easement shall be removed from that location.
12. A 20' Public Storm Sewer Easement is needed along the lot line between Lot 46 and Lot 47 extending 10' beyond the storm inlet structure.
13. A 20' Public Storm Sewer Easement is needed over the public storm sewer outfall to the detention pond in Outlot 7. The easement shall extend 10' beyond the end of the storm sewer pipe.
14. Public Storm Sewer Easements are needed over the public storm sewer in Outlot 11 including the outfall to the detention pond. The easements shall extend 10' beyond the end of the storm sewer pipe.
15. A 20' Public Storm Sewer Easement is needed over the public storm sewer in Outlot 12. The easement shall extend 10' beyond the end of the storm sewer pipe.
16. The 20' Access Easement in Outlot 7 along Lots 38-41 should be in favor of Outlot 8. It is incorrectly stated to be in favor of Outlot 5.
17. The 20' Access Easement along the east side of Outlot 7 should be in favor of Outlot 9. It is incorrectly stated to be in favor of Outlot 6.
18. The subdivision grading plan needs to be revised to reflect the correct lot numbers and street names correlating with the final plat. The revised grading plan is needed before building permits can be processed.
19. Metes and bounds legal descriptions and exhibits are needed for all public easements. Easement documents in Village format are to be recorded with the final plat.
20. The final plat is to be recorded with the Waukesha County Register of Deeds. A copy of the recorded final plat on mylar and digital (.pdf) format is to be provided to the Village prior to the issuance of building permits.
21. The Engineering Department has reviewed the proposed facilities layout from We Energies and found it to be in conformance with section 94-155 of the municipal code. AT&T and Charter/Spectrum will be jointly installing their facilities following the We Energies layout and pedestal locations.
22. The following items in the development are required to be completed prior to recording the final plat:

- Complete installation of sanitary sewer, storm sewer, and water main; completion of punch list items; all tests for sanitary sewer, manholes, and water main passed and the safe water samples obtained.
- Complete installation of concrete curb & gutter and binder course of asphalt pavement.
- Complete installation of sidewalk.
- Grading shall be substantially complete and in conformance with the master grading plan.
- Certification and acceptance of grading for conformance with approved master grading plan as follows is recommended prior to recording the final plat:

    1. As-built grades on lot lines and lot corners shall be within 0.25 ft. of the final grades shown on the approved master grading plan. The as-built grading plan shall show spot elevations along the side lot lines at the top of curb, front lot corners, front setback, back of building pad extended, any high points and grade breaks, and rear lot corners

2. All drainage easements shall be fine graded to within 0.25 ft. of the final grades shown on the approved master grading plan and provide positive drainage. As-built grades of the swales shall be shown every 25 feet with the spot elevations taken at the flowline of the swale and 10 feet on either side of the flowline.
3. Building pad grades shall be between 0.0 ft. and 2.0 ft. lower than the final grades shown on the approved master grading plan. As-built grades are to be shown at the front and back of each building pad
    1. Stormwater detention ponds shall be certified and as-built. Elevations shall be taken at cross sections not exceeding 25 feet from top to bottom of the pond banks and embankments, top and bottom of safety shelf, inlet and outlet pipe inverts, outlet structure and emergency spillway.
4. All final grading must be within the above tolerance and provide positive drainage. Any areas not within tolerance or found to have insufficient drainage shall be regraded.

- Developer is solely responsible for grading to the point of certification and acceptance until the Dedication and Acceptance of improvements is approved by the Village Board.
- All property lot corner pipes, perimeter pipes, and horizontal curve pipe shall be set by developer's surveyor.
- All disturbed areas shall be restored with topsoil, seed, fertilizer and mulch in accordance to Village erosion control ordinance and specifications.
- All swales in drainage easements are to fine graded and stabilized with topsoil, seed, fertilizer and erosion control blanket per Village specifications. Drainage easements are to be maintained by the developer until stabilized with grass. All erosion control measures as shown on the approved erosion control plan shall be in place and in properly functioning condition.

**Vote:** 5 - 0 Motion Carried

Consideration of a recommendation to the Village Board of Trustees on the request of **WILLIAM GENTIL OF HOME PATH LIMITED PARTNERSHIP** regarding an Ordinance amending the Fiduciary Villas Planned Residential Development located at N48W19272 Lisbon Road on the parcel identified by Tax Key Number 128.998.004.

Motion by Commissioner Paul Curtiss, second by Commissioner Steve Bruskiewicz to amend the motion to include "or alternate internal route" for condition #9.

**Vote:** 5 - 0 Motion Carried

Motion by Commissioner Paul Curtiss, second by Commissioner Steve Bruskiewicz to recommend the Village Board of Trustees adopt the Ordinance amending the Fiduciary Villas Planned Residential Development subject to the conditions, including amended condition #9, identified in the Ordinance.

1. Architectural Control Board (ACB) approval required for the Planned Residential District (PRD), including any landscaping buffer zones along Lisbon and One Mile Roads and any entry features.
2. Preliminary and Final plat approval required.
3. Sidewalk should continue on the west side of Tea Tree Drive and on at least one side of the proposed Pleasantview Drive.
4. The Village Comprehensive Outdoor Recreation Plan shows a proposed future

**VILLAGE OF MENOMONEE FALLS WAUKESHA COUNTY**

## RESOLUTION __-R-25

Resolved, that the subdivision plat known as QUIETWOOD ADDITION NO. 1, in the Village of Menomonee Falls, having been recommended by the Plan Commission, and being the same, is hereby approved and the dedications herein accepted by the Village Board of Trustees of the Village of Menomonee Falls, on this 6th day of January, 2025, subject to Village Staff confirming all the conditions recommended by the Plan Commission on December 10, 2024 are satisfied prior to recording:

| | |
|---|---|
| Amy Dishinger, Village Clerk | Jeremy Walz, Village President |

**Village Board - Regular** **8. c.**

**Meeting Date:** 01/06/2025

**Topic:** Tamarind Addition No. 3 PRD Amendment

**From:** Amy Bennett, Planner/Zoning Administrator

**Department:** Community Development

## Information

**Subject:**

Ordinance amending the Fiduciary Villas Planned Residential Development located at N48W19272 Lisbon Road on the parcel identified by Tax Key Number 128.998.004.

**Background Information:**

The background information is contained in the attached Plan Commission staff report.

**Key Issues for Consideration:**

At its meeting on December 10, 2024, the Plan Commission unanimously recommended the Fiduciary Villas Planned Residential Development Ordinance be amended allowing 35 single family lots within the development identified as Tamarind Addition No. 3. The Architectural Control Board unanimously recommended approval of the PRD amendment at the December 17, 2024 meeting.

**Action By Committee or Village Board:**

To adopt the attached Ordinance amending the Fiduciary Villas Planned Residential Development Ordinance.

## Attachments

Plan Commission Staff Report and Exhibits

Plan Commission 121024 Draft Minutes

Draft Ordinance

VILLAGE OF Menomonee Falls

**Plan Commission - Regular** **6. d.**

**Meeting Date:** 12/10/2024

**Topic:** Tamarind Addition No. 3 PRD Amendment

**From:** Amy Bennett, Planner/Zoning Administrator

**Department:** Community Development

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**Subject:**

Consideration of a recommendation to the Village Board of Trustees on the request of **WILLIAM GENTIL OF HOME PATH LIMITED PARTNERSHIP** regarding an Ordinance amending the Fiduciary Villas Planned Residential Development located at N48W19272 Lisbon Road on the parcel identified by Tax Key Number 128.998.004.

**Background Information:**

Thomas & Sherry Wruck and FRED-Wruck LLC owned about 135 acres of land in the Southwest area of the Village. The Village reviewed a residential concept for a portion of their property in October of 2008. That proposal, submitted by Fiduciary Real Estate Development, Inc, included a site plan for 76 condominium units located on the northwest corner of Lisbon and One Mile Roads, and included a road layout with 40 single family lots to the north of the proposed condominium development, on the remainder of the parcel identified by Tax Key number 128.998.003. No action was taken by the Plan Commission in October 2008, The developer appeared before the Plan Commission on March 3, 2009 to discuss the development of this parcel and petitioned for the rezoning of the property from the A-1 Agricultural District to the PRD Planned Residential District. The rezoning, consistent with the long term vision for the property, was approved on April 20, 2009 by the Village Board and the PRD Ordinance 449-O-09 was approved June 15. 2009. The proposed development would have developed 22.9 acres creating a density of 3.3 dwelling units per acre (76 units / 22.9 acres). Eighteen of the buildings were planned four-plex, ranch style condominiums and two of the buildings featured two units.

The initial concepts for this development were approved by the Village Board on July 7, 2014, when they adopted Ordinance 591-O-14 approving the "The Wruck Property PRD". This approval provided the framework for the development of 128 single family homes on 87 acres. The Village Board amended the "Wruck Property PRD" on October 19, 2015, laying out the framework for a development with the following characteristics:

Area of Development - 73.3873 acres
Number of Single Family Lots - 103
Density - 1.40 dwelling units per acre
Average Home Value - $388,350 (2015 prices)
Average Lot Size - 14,387 square feet
Street Setbacks - 30 and 40 feet

Smallest Lot - 12,000 square feet
Largest Lot - 27,884 square feet.

The "Wruck Property" Preliminary Plat, attached, was submitted on November 18, 2015, proposing 103 single family lots ranging in size from 12,000 to 27,884 square feet, compliant with the approved PRD Ordinance. As such, the Plan Commission approved the Preliminary Plat subject to 55 conditions.The first phase of the Tamarind Subdivision, approved on July 17, 2017, developed the western 1/3 of the preliminary plat with 27 single family lots extending North and East from Lisbon Road. The second phase, Tamarind Addition No. 1, was approved on August 5, 2019, extended Tamarind Way to the east while also dedicating two cul de sacs, creating another 28 single family lots. Tamarind Addition No. 2 was approved August 21, 2023 creating another 24 single family lots.

**Application Specifics:**

The applicant is requesting a preliminary plat for Tamarind Addition No. 3 and an amendment to the Fiduciary Villas Planned Residential Development approved in 2009. The applicant is proposing 35 single-family lots on 23.6026 acres. The total area of wetlands is 4.001 acres leaving 19.6016 acres of developable land creating a density of 1.79 units per acre. The Village's Comprehensive Plan classifies all the lands containing single family lots in this phase for Low Density Residential Development (densities less than 2 dwelling units per acre) with a density bonus overlay. According to the applicant, homes will sell in the mid $500,000 range and be similar to homes in the Sommersfield Subdivision.

| **Tamarind Addition No. 3** | |
|---|---|
| Average Lot | 12,184 Square Feet |
| Median Lot | 12,338 Square Feet |
| Largest Lot | 17,735 Square Feet |
| Smallest Lot | 10,140 Square Feet |

Section 122-69(f) of the Municipal Code states, “Any subsequent changes or additions to an approved plan shall first be submitted for recommendation to the plan commission. The plan commission, after receiving recommendations from the architectural control board, when applicable, shall determine if the changes are "substantial". If the plan commission determines the changes are "substantial" it shall make its recommendation to the Village Board. If, in the opinion of the plan commission, such change or addition is "non-substantial", it shall act to approve, modify, or deny such change or addition. Without limitation to the plan commission's right to determine any other change substantial, a change in any of the following respects may be construed to be as substantial:

1. An increase of more than five percent in the total number of dwelling units from that shown in the approved project plan, i.e. a change in density.
2. A significant change in the size, value of type of structures from that indicated in the approved project plan.
3. The addition of any principal uses not included in the approved project plan.
4. A change in the basic concept of the site development which would significantly alter detrimentally the relationship of uses or open space, either within the project or as it may affect adjoining properties.

Since the request decreases the total number of dwelling units, Staff believes the request should be considered as “substantial” by the Plan Commission.

**Additional Information:**

The proposed request was forwarded to the Engineering and Development, Police, Fire, and Utility Departments for Review. The following are staff comments:

1. Architectural Control Board (ACB) approval required for the Planned Residential District (PRD), including any landscaping buffer zones along Lisbon and One Mile Roads and any entry features.

2. Preliminary and Final plat approval required.
3. Sidewalk should continue on the west side of Tea Tree Drive and on at least one side of the proposed Pleasantview Drive.
4. The Village Comprehensive Outdoor Recreation Plan shows a proposed future multi-use path along Lisbon Road (CTH “K”) and One Mile Road. It is recommended that the developer provide an asphalt multi-use path along Lisbon Road (CTH “K”) and One Mile Road in conjunction with the development as recommended by the Village Comprehensive Recreation Plan.
5. Subdivision entry monument signs near the intersection of One Mile Road and Pleasantview Drive will need to be located outside of the vision corner. Landscaping in the vision corner will need to be two feet in height or less.
6. Minimum lot width is 78'. Setbacks proposed are front 30', rear 30' and side 12.5'. These meet the PRD requirements. Lot 105 & 106 will need a rear setback of 35' to meet PRD requirements for lots that directly abut a public street under Sec. 122-524(1)b.1.i.
7. Maximum building height is 42'.
8. The applicant will need to pay the "Fee in Lieu of Dedication" in the amount of $1,000 for every lot created in a Final Plat - prior to the recording of the Final Plat.
9. The Developer shall extend 16” diameter municipal water main along Lisbon Road (CTH “K”) and One Mile Road along the entire frontage of the development parcel as required by Village ordinance.
10. A permit from the Waukesha County Department of Public Works is required prior to any construction within the public road right-of-way of Lisbon Road (CTH “K”).
11. Stormwater management meeting the Village’s stormwater ordinance must be provided for the development. The Stormwater Management Plan must be approved by the Village Engineering Department prior to starting construction.
12. Wisconsin DNR – NR 151 requirements must be met and a Notice of Intent (NOI) needs to be submitted to the Wisconsin DNR for NR 216 Permit Coverage. A copy of the DNR Certificate of Permit Coverage is to be forwarded to the Village Engineering Department prior to issuance of the Village Erosion Control Permit.
13. The site will need to be analyzed for stormwater infiltration per Wisconsin DNR Technical Standard 1002 of the NR 151 guidelines.
14. Wisconsin DNR NR 151 requirements must be met for water quality management. 80% Total Suspended Solid (TSS) removal is to be provided for this development.
15. A Village Stormwater Permit is required. The Stormwater Permit Application must be submitted with the permit review fee as required by the Village’s stormwater ordinance.
16. A Village Erosion Control Permit is required prior to any land disturbing activities
17. A wetland delineation is needed.
18. Wetland fill permits from the Wisconsin DNR will have to be obtained by the Developer for the wetlands impacted by the road crossings. The wetland fill areas shall be sufficient to accommodate the roads, terrace areas behind the curbs with a minimum width of 4 feet, sidewalks and safety shelfs behind the sidewalk with a minimum width of 3 feet.
19. A geotechnical study will have to be done by a licensed soil engineer to determine the high seasonal groundwater elevations. Basement or lowest floor elevations will have to be kept at least 3 feet above the high seasonal groundwater elevations to comply with

Village code.

20. Any roadway or building pad areas where 5 feet or more of fill will be placed shall have the filling operations overseen by a geotechnical engineering firm to assure proper compaction to Village Specifications. Soil compaction reports are to be submitted to the Village Engineering Department.
21. The centerline radius shall be a minimum of 150 feet for all public roads to provide safe sight distances meeting AASHTO design guidelines.
22. Accel/decel lanes and tapers meeting Village design standards need to be provided at the proposed road intersection at One Mile Road.
23. An interior island is to be provided in the cul de sac.
24. An outlot is to be provided at the cul de sac island.
25. All sewer, water main and laterals are to be kept out of the cul de sac island.
26. The proposed sanitary sewer through easements between homes will not be permitted. All sanitary sewer is to be kept in the roads. The depth of the adjacent existing sanitary sewer in Tamarind Addn. No. 2 subdivision was designed to allow for all sanitary sewer to be kept in the roads.
27. Storm sewer needs to be provided in backyard areas so the flow length in the backyard drainage swales doesn't exceed 350 feet before the drainage is captured by a storm inlet.
28. All sanitary sewer, water main, storm sewer, and street design must follow the Village of Menomonee Falls Standards and Requirements for Development.
29. Landscaping within and around the stormwater detention ponds and any municipal sewer easements shall comply with the Village's Policy for Landscaping in and Around Infrastructure and Village Landscape Design Guidelines.
30. Street trees are to be kept out of the road right-of-way and placed within the front 10 feet of the private lots and outlots.
31. A Development Agreement will have to be entered into, approved by the Village Board, and signed prior to construction of any public utilities or improvements.
32. A Letter of Credit or other financial guarantee must be provided in accordance to the development agreement prior to construction of any public utilities or improvements.
33. Detailed utility, street, grading and stormwater management plans are required. Further engineering review is needed once these plans are submitted.
34. The facilities layout for electric, telephone, and cable shall conform to section 94-155 of the municipal code.
35. Fire department access roads shall:

- Have an unobstructed width of not less than 20 ft.
- Have unobstructed vertical clearance of not less than 13 ft 6 in.
- Be designed and maintained to support the imposed loads of fire apparatus.
- Have an unobstructed width of not less than 26 ft. for aerial apparatus access if grade to highest roof surface exceeds 30 ft.
- Have an angle of approach and departure not exceed 1 ft drop in 20 ft.
- Have turning radii that meet the WB-50 Template
- Dead-end fire department access roads in excess of 150 ft in length shall be provided with approved provisions for the fire apparatus to turn around.
- Landscaping and plantings must be installed/maintained so that it does not interfere with fire department access.
- Fire Department access per NFPA 1 and fire lanes must be maintained throughout project.

**Requested Action by Commission/Committee/Board:**

Staff recommends the Plan Commission recommend the Village Board of Trustees adopt the Ordinance amending the Fiduciary Villas Planned Residential Development subject to the conditions identified in the Ordinance.

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Location and Zoning Map
Land Use Map
Applicant Narrative
Preliminary Plat
Fiduciary Villas 2009 PRD Ordinance
Draft PRD Amendment Ordinance

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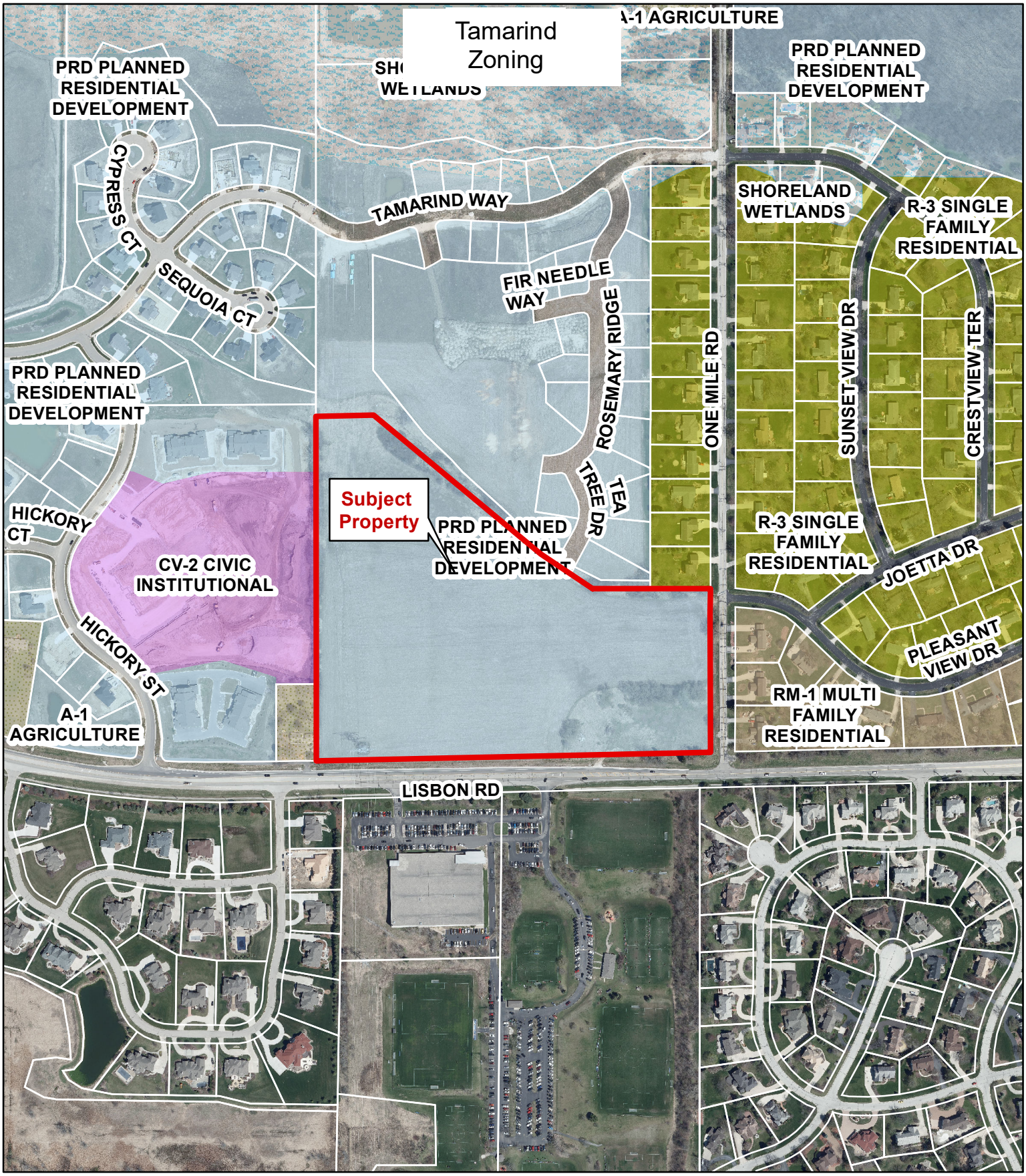
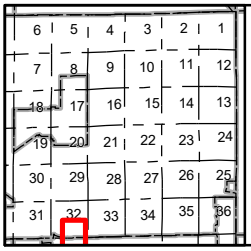



# Tamarind Phase 5 & Addition No. 1

**Northwest Corner of W Lisbon Rd and One Mile Rd**

1 inch = 417 feet

0 50 100 Feet

N

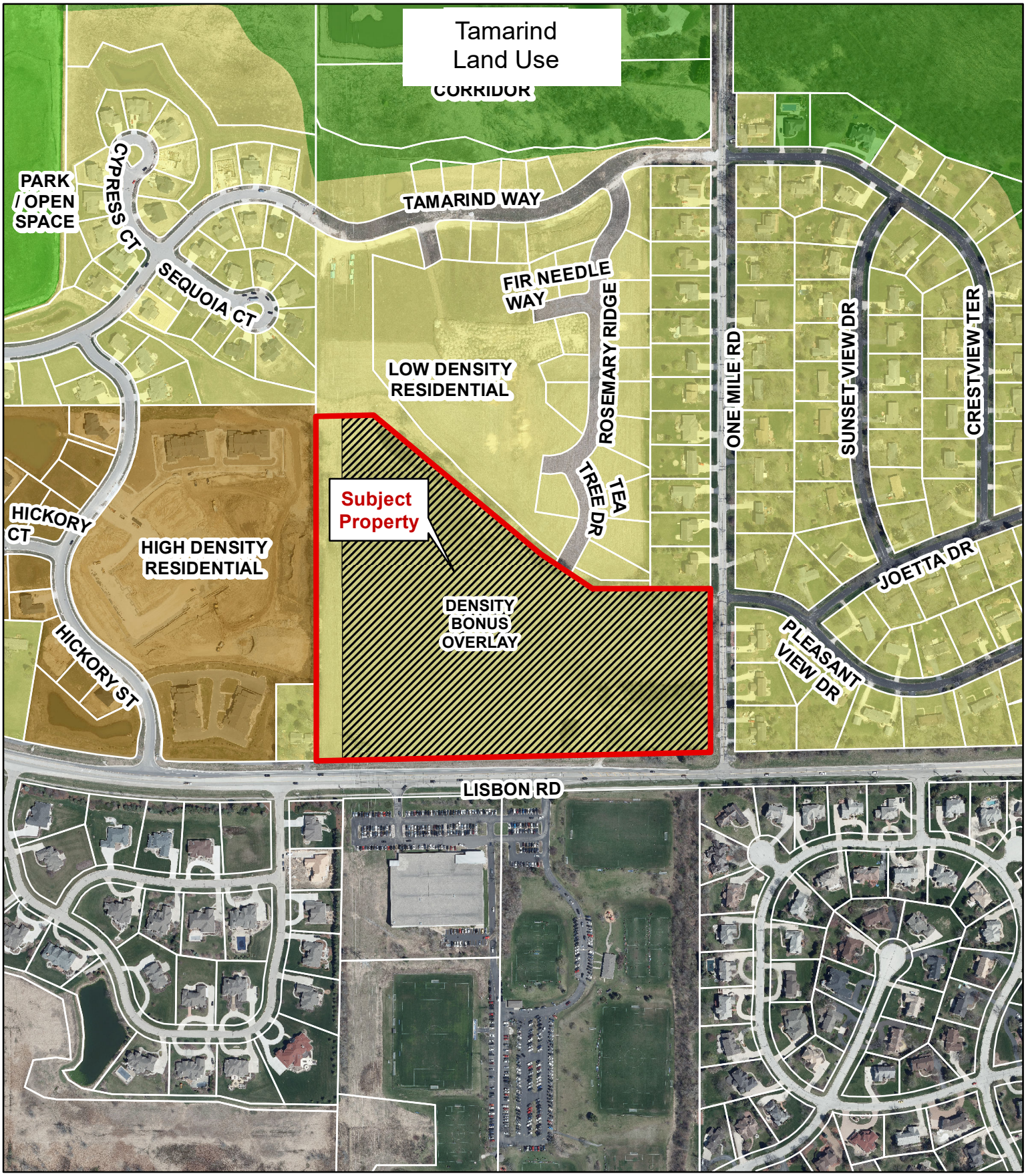
This map is intended for informational purposes only and does not replace the need for land or field survey. The Village of Menomonee Falls makes no representations regarding map accuracy or fitness for any use. This map does not represent an expressed or implied contract with the Village of Menomonee Falls. All parties must obtain the permission of the Village of Menomonee Falls before re-releasing this map or copies of the information displayed on or derived from it.

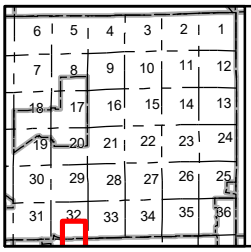
Map Accuracy: National Map Accuracy Standards

Coordinate System: State Plane Coordinate System

Datum: North American Datum, 1983

VILLAGE OF Menomonee Falls




# Tamarind Phase 5 & Addition No. 1

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Map Accuracy: National Map Accuracy Standards

Coordinate System: State Plane Coordinate System

Datum: North American Datum, 1983

VILLAGE OF Menomonee Falls

HOME PATH FINANCIAL
*Opening a path to success*

Re: Tamarind Phase V Preliminary Plat Review

The owner of this property is looking to change Phase V of the Tamarind subdivision from multifamily and duplex product to single family residential product. These homes would sell in the mid $500,000's and be similar to the homes sold in the Sommersfield Subdivision on Clover Ln.

Thank you for your consideration.

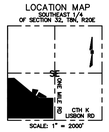
Home Path Financial, LP

5116 N 126th St
Butler, WI 53007
www.myhomepath.com
Facebook.com/HomePathFinancial

# PRELIMINARY PLAT
# TAMARIND ADDITION NO. 3

PHASE 5

LOCATION MAP
SOUTHEAST 1/4 OF SECTION 32, T8N, R20E




SCALE: 1" = 2000'

Subdivision statistics
1. subdivision contains 35 lots and 3 outlots
2. development contains 61.7661 acres
3. land is zoned - PRD, Planned Residential District

Setbacks:
Front - 30'
Rear - 30'
Side - 12.5'

Objecting agencies
Wisconsin Department of Administration
Waukesha County Department of Parks and Land Use

Approving agencies
Village of Menominee Falls

Owner/ Subdivider
Home Path Financial Limited Partnership
19435 West Capitol Drive, Suite #102
Brookfield, WI., 53045

Surveyor:
John P. Casucci
R.A. Smith Inc.
16745 West Bluemound Road
Brookfield, WI., 53005

Waukesha County shall not be liable for any fees or special assessments in the event they become the owner of any lot or outlot in the subdivision by reason of tax delinquency.

Bearings are based on the West line of the Southeast 1/4 of Section 32-8-20, which is assumed to bear North 00°01' 28" West, Wisconsin State Plane Coordinate System, South Zone (NAD27).

Lots 80 thru 114 to be served by public sanitary and watermains.

Public water, sanitary sewer and storm sewer easements will be depicted on final plat.

Stormwater management facilities are located on Outlots 18 and 19 of this subdivision. The owners of the residential lots within this subdivisions shall each be liable for an equal undivided fractional share of the cost to repair, maintain, and restore the land and stormwater management facilities within Outlots 18 and 19. Said repairs, maintenance, and restoration shall be performed by the owners of all lots within this subdivision.

No wetland setback is required by the Village of Menomonee Falls or the WDNR.

Lot 1 in Certified Survey Map No. 10744, Outlot 16 and part of Outlot 13 in Tamarind Addition No.2, being in the Southwest 1/4 of the Southeast 1/4 of Section 32, Township 8 North, Range 20 East, in the Village of Menomonee Falls, Waukesha County, Wisconsin, bounded and described as follows:

Commencing at the Southwest corner of the Southeast 1/4 of said Section 32; thence North 00° 01' 28" West along the West line of said 1/4 Section a distance of 65.01 feet to the point of beginning of lands to be described; thence North 00° 01' 29" West 1119.18 feet to a point; thence North 88° 45' 19" East 186.59 feet to a point; thence South 50° 19' 18" East 706.36 feet to a point; thence South 56° 13' 10" East 56.35 feet to point in the West line of Tea Tree Drive, Known as Point A; thence South 56° 13' 10" East 60.19 feet to point in the East line of Tea Tree Drive, known as Point B; thence South 56° 13' 10" East 86.14 feet to a point; thence South 89° 56' 09" East 382.29 feet to a point; thence South 00° 03' 51" West 531.30 feet to a point; thence South 88° 45' 19" West 1280.16 feet to the point of beginning.

ALSO:
Part of Outlot 13 in Tamarind Addition No.2, being in the Southwest 1/4 of the Southeast 1/4 of Section 32, Township 8 North, Range 20 East, in the Village of Menomonee Falls, Waukesha County, Wisconsin, bounded and described as follows:

Commencing at said Point A; thence North 29° 16' 42" East along the West line of Tea Tree Drive 21.67 feet to the point of beginning of lands to be described; thence North 50° 42' 15" West 111.96 feet to a point; thence North 08° 08' 30" East 80.32 feet to a point; thence South 80° 38' 28" East 142.15 feet to a point in the West line of Tea Tree Drive; thence Southwesterly along said West line and an arc of a curve to the right with an arc length of 36.72 feet, whose radius is 120.00 feet and whose chord bears South 20° 30' 46" West 36.57 feet to a point; thence South 29° 16' 42" West 106.68 feet to the point of beginning.

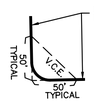
ALSO:
Outlot 16 in Tamarind Addition No.2, being in the Southwest 1/4 of the Southeast 1/4 of Section 32, Township 8 North, Range 20 East, in the Village of Menomonee Falls, Waukesha County, Wisconsin, bounded and described as follows:

Total land contains 1,028,133 square feet or 23.6026 acres.

Drawing No. 167879-RMK

Vision corner easement detail
V.C.E. applies to:
Lots 84, 111 and Outlot 19 are herein subject to a vision corner easement as shown on this plat in that nothing may be grown, stored or erected between the height of two and one-half feet and 10 feet."

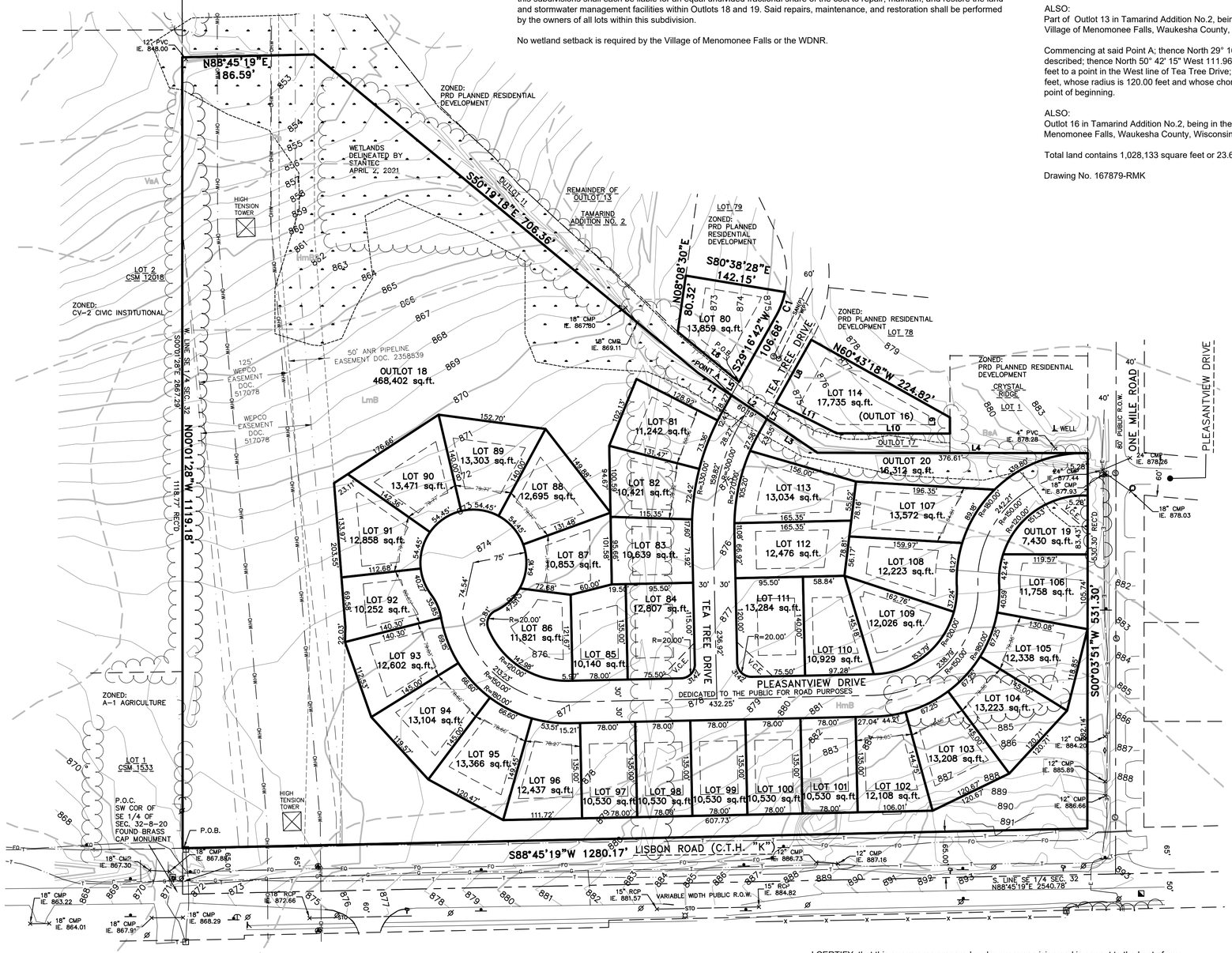
V.C.E. DETAIL




GRAPHIC SCALE
40 0 40 80 160
( IN FEET )

## LEGEND

- BOLLARD
- SOIL BORING/MONITORING WELL
- FLAGPOLE
- MAILBOX
- SIGN
- AIR CONDITIONER
- CONTROL BOX
- TRAFFIC SIGNAL
- CABLE PEDESTAL
- POWER POLE
- GUY POLE
- GUY WIRE
- LIGHT POLE
- SPOT/YARD/PEDESTAL LIGHT
- HANDICAPPED PARKING
- PULL BOX
- ELECTRIC MANHOLE
- ELECTRIC PEDESTAL
- ELECTRIC METER
- ELECTRIC TRANSFORMER
- TELEPHONE MANHOLE
- TELEPHONE PEDESTAL
- UTILITY VAULT
- GAS VALVE
- GAS METER
- GAS WARNING SIGN
- STORM MANHOLE
- ROUND INLET
- SQUARE INLET
- STORM SEWER END SECTION
- SANITARY MANHOLE
- SANITARY CLEANOUT OR SEPTIC VENT
- SANITARY INTERCEPTOR MANHOLE
- MISCELLANEOUS MANHOLE
- IRRIGATION CONTROL BOX
- WATER VALVE
- HYDRANT
- WATER SERVICE CURB STOP
- WATER MANHOLE
- WELL
- WATER SURFACE
- WETLANDS FLAG
- MARSH
- CONIFEROUS TREE
- DECIDUOUS TREE
- SHRUB
- EDGE OF TREES
- s – SANITARY SEWER
- STO – STORM SEWER
- w – WATERMAIN
- G – MARKED GAS MAIN
- E – MARKED ELECTRIC
- OHW – OVERHEAD WIRES
- B – BUREAU ELEC. SERV.
- T – MARKED TELEPHONE
- TV – MARKED CABLE TV LINE
- FO – MARKED FIBER OPTIC
- (P) – UTILITY PER PLAN
- 780 – INDICATES EXISTING CONTOUR ELEVATION
- × 780.55 – INDICATES EXISTING SPOT ELEVATION




| Curve Table | | | | | | | |
|---|---|---|---|---|---|---|---|
| Curve # | Length | Radius | Chord Bearing | Chord | Tangent In | Tangent Out | Delta |
| C1 | 36.72 | 120.00 | N20°30'46"E | 36.57 | N29°16'42"E | N11°44'49"E | 17°31'53" |

| Line Table | | |
|---|---|---|
| Line # | Direction | Length |
| L1 | S56°13'10"E | 56.35 |
| L2 | S56°13'10"E | 60.19 |
| L3 | S56°13'10"E | 86.14 |
| L4 | S89°56'09"E | 382.29 |
| L5 | S29°16'42"W | 21.67 |
| L6 | S50°42'15"E | 111.96 |
| L7 | S29°16'42"W | 26.40 |
| L8 | N29°16'42"E | 102.09 |
| L9 | N00°03'51"E | 22.76 |
| L10 | S89°53'58"E | 160.03 |
| L11 | S63°13'44"E | 96.30 |

WETLAND

Those areas which are identified as "WETLANDS" of this plat are subject to the following restrictions;

Grading, filling, removal of topsoil or other earthen materials are prohibited, unless specifically authorized by the municipality in which they are located and, if applicable, the Wisconsin Department of Natural Resources and the Army Corps of Engineers.

The removal or destruction of any vegetative cover, i.e., trees, shrubs, grasses, etc., is prohibited, with the exception of the removal of dead, diseased or dying vegetation at the discretion of landowner and with approval of the Village of Menomonee Falls. Silvicultural thinning upon the recommendation of a forester or naturalist, and with the approval from the Village of Menomonee Falls, shall also be permitted. The removal of any vegetative cover that is necessitated to provide access or service to an approved reidence or accessory building, shall be permitted only when the access or service cannot be located outside of the Wetland and with approval from the Village of Menomonee Falls.

Grazing by domesticated animals, i.e., horses, cows, etc, is prohibited.

The introduction of plant material not indigenous to the existing environment of the Wetland is prohibited.

Ponds may be permitted subject to the approval of the municipality in which they are located and, if applicable, the Village of Menomonee Falls, the Wisconsin Department of Natural Resources and the Army Corps of Engineers.

Construction of buildings is prohibited.

THE UNDERGROUND UTILITY INFORMATION AS SHOWN HEREON IS BASED, IN PART, UPON INFORMATION FURNISHED BY UTILITY COMPANIES AND THE LOCAL MUNICIPALITY. WHILE THIS INFORMATION IS BELIEVED TO BE RELIABLE, ITS ACCURACY AND COMPLETENESS CANNOT BE GUARANTEED NOR CERTIFIED TO.

(P) INDICATES PIPE SIZES PER RECORD PLANS. OTHER PIPE SIZES ARE ESTIMATED. NO PIPE SIZES SHOULD BE RELIED UPON WITHOUT FURTHER VERIFICATION.

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

ALL COPYRIGHTS TO THESE DRAWINGS ARE RESERVED. THEY MAY NOT BE COPIED, CHANGED, OR ASSIGNED TO ANY THIRD PARTY IN ANY MANNER WITHOUT OBTAINING THE EXPRESSED WRITTEN PERMISSION OF R.A.SMITH, INC.

I CERTIFY, that this survey was prepared under my supervision and is correct to the best of my professional knowledge.

WISCONSIN JOHN P. CASUCCI S-2055 OCONOMOWOC WI LAND SURVEYOR

JOHN P. CASUCCI
PROFESSIONAL WISCONSIN LAND SURVEYOR S-2055
October 15, 2024

raSmith
CREATIVITY BEYOND ENGINEERING
16745 W. Bluemound Road
Brookfield, WI 53005-5938
(262) 781-1000
rasmith.com

VILLAGE OF MENOMONEE FALLS ORDINANCE NO. 449-O-09

Fiduciary Villas Planned Residential Development (PRD) Ordinance

WHEREAS, Fiduciary Real Estate Development, Inc. has an interest in the following described lands:

> Lots 1 and 2 of Certified Survey Map 1451 and Part of Lot 2 of Certified Survey Map 8563, Being part of the southwest ¼ of the southeast ¼ of Section 32, Town 8 North, Range 20 East, in the Village of Menomonee Falls, Waukesha County, Wisconsin, bounded and described as follows:
>
> Commencing at the southwest corner of the southeast ¼ of Section 32; Thence North 00°01'28" west along the west line of said southeast ¼ section 65.01 feet to a point on the north line of Lisbon Road also being the southeast corner of CSM 1533 and the Point of Beginning of the lands to be described; Thence continuing north 00°01'28" west and along the east line of said CSM and along the west line of said southeast ¼ section 250.00 feet to the northeast corner of CSM 1533; Thence continuing north 00°01'28" west and along the west line of said southeast ¼ section 868.77 feet to a point on the west line of said southeast ¼ section; Thence north 88°45'19" east 186.59 feet to a point; Thence south 50°19'18" east 706.36 feet to a point; Thence south 56°13'10" east 202.68 feet to a point; Thence south 89°56'09" east 187.29 feet to the southwest corner of Lot 1 of the Plat of Crystal Ridge; Thence continuing south 89°56'09" east along the south line of said lot 195.00 feet to a point on the west line of one mile road, said point also being the southeast corner of said lot; Thence south 00°03'51" west along said west line 79.95 feet to a point; Thence north 88°45'19" east 10.00 feet to a point; Thence south 00°03'51" west along said west line 450.94 feet to the intersection of said west line and the north line of Lisbon Road; Thence south 88°45'19" west along said north line 1290.17 feet to the point of beginning.
>
> Containing 1,000,529 square feet or 22.9690 acres.

WHEREAS, the previously described lands are located in a Planned Residential Development District; and

WHEREAS, Fiduciary Real Estate Development has proposed a Planned Residential Development consisting of 76 condominium units in 20 buildings to be known as Fiduciary Villas; and

WHEREAS, the overall density of the Fiduciary Villas development is 3.3 dwelling units per acre (76 dwelling units on 22.9 acres); and

WHEREAS, details concerning the general character, timetable for development, and organizational structure of the developer were submitted to the Village on April 8, 2009; and

WHEREAS, covenants and restrictions will be put in place for Fiduciary Villas, which will be recorded at the Waukesha County Register of Deeds; and

WHEREAS, the developer stated the total project will have an estimated value of $19.76 million (76 lots with an average value of $260,000); and

WHEREAS, on April 8, 2009 the developer submitted information discussing the financial impacts of this project; and

WHEREAS, Fiduciary Villas Planned Residential Development is consistent with the spirit and intent of the Zoning Ordinance; and

WHEREAS, Fiduciary Villas Planned Residential Development is in keeping with current economic and social considerations; and

WHEREAS, Fiduciary Villas Planned Residential Development justifies the application of the Planned Residential Development District requirements; and

WHEREAS, Fiduciary Villas Planned Residential Development will create an attractive and satisfying residential environment of sustained desirability and economic stability beneficial to the Village; and

WHEREAS, the Plan Commission, at its meeting of May 5, 2009, recommended the Fiduciary Villas Planned Residential Development be approved; and

WHEREAS, the Architectural Control Board, at its meeting on May 26, 2009 recommended the Fiduciary Villas Planned Residential Development be approved;

NOW, THEREFORE, BE IT ORDAINED that the construction, location and operation of the Fiduciary Villas Planned Residential Development shall be approved subject to the following conditions:

1. Constructing by-pass acceleration/deceleration lanes to the satisfaction of the Village Engineering Department at the modified entrance to the development shown on the June 8 Conceptual Master Plan.
2. The modified entrance to the development shall be designed so that headlights from vehicles leaving the development do not shine directly into residences across the street.
3. Obtaining a Village Erosion Control Permit prior to any site grading.
4. Obtaining a Village Stormwater Permit.
5. Obtaining Wisconsin DNR permits prior to conducting any filling on the site.
6. Working with the Engineering Department to obtain their approval on all of the proposed utilities, stormwater, grading, and street plans.
7. The Developer shall deposit funds with the Village for the future construction of the proposed path consistent with what has been done with other developments.
8. A Development Agreement will have to be entered into, approved by the Village Board, and signed prior to utility construction.
9. A Letter of Credit or other financial guarantee must be provided in accordance to the development agreement prior to utility construction.
10. Paying water, sewer and park impact fees within 14 days of the issuance of any building permits for the development.
11. The Developer submitting details about the berms and any proposed outdoor lighting.

12. Shifting all vegetation out of the ANR easement, and detention pond embankments.
13. The Developer shall pay all costs associated with the required acceleration/deceleration lanes, modified driveway approaches, culverts and ditch.
14. The side elevations detailing the 2-car garages shall be broken from the same plane a minimum of 1 foot and include the plane of the roof in this offset.
15. Condominium buildings with shared automobile courts adjacent to each other shall not have the same color schemes.
16. The roofs of all buildings shall be shingled with 30-year dimensional shingles in a weatherwood color.

BE IT FURTHER RESOLVED that the Village Clerk be and is hereby directed to record a Certified Copy of this Ordinance with the Register of Deeds for Waukesha County, Wisconsin.

Adopted by the Board of Trustees of the Village of Menomonee Falls on the 15th day of June, 2009.

By: _____
Randall R. Newman, Village President

Date Published: June 25, 2009

Attest: _____
Village Deputy Clerk

COMMUNITY CNI NEWSPAPERS

AFFIDAVIT OF PUBLICATION

**0003354208**

MENOMONEE FALLS VILLAGE CENTRE
W156 N8480 PILGRIM RD

MENOMONEE FALLS, WI 53051

Patti Guerrero hereby states that she is authorized by Journal Sentinel Inc. to certify on behalf of Journal Sentinel Inc., publisher of Community Newspapers, public newspapers of general circulation, printed and published in city and county of Milwaukee; was published in the **My Community Now- Northwest** on **6/25/2009**;that said printed copy was taken from said printed newspaper(s).

Patti Guerrero

Patti Guerrero

State of Wisconsin )
) SS:
County of Milwaukee)

Subscribed and sworn before me this 30 day of June ,2009.

Terri Rose

Notary Public State of Wisconsin

My Commission Expires 2-20-11

TERRI ROSE NOTARY PUBLIC STATE OF WISCONSIN

**VILLAGE OF MENOMONEE FALLS**
**ORDINANCE NO. 449-O-09**

Fiduciary Villas Planned Residential Development (PRD) Ordinance

WHEREAS, Fiduciary Real Estate Development, Inc. has an interest in the following described lands:

Lots 1 and 2 of Certified Survey Map 1451 and Part of Lot 2 of Certified Survey Map 8563, Being part of the southwest ¼ of the southeast ¼ of Section 32, Town 8 North, Range 20 East, in the Village of Menomonee Falls, Waukesha County, Wisconsin, bounded and described as follows:

Commencing at the southwest corner of the southeast ¼ of Section 32; Thence North 00°01'28" west along the west line of said southeast ¼ section 65.01 feet to a point on the north line of Lisbon Road also being the southeast corner of CSM 1533 and the Point of Beginning of the lands to be described; Thence continuing north 00°01'28" west and along the east line of said CSM and along the west line of said southeast ¼ section 250.00 feet to the northeast corner of CSM 1533; Thence continuing north 00°01'28" west and along the west line of said southeast ¼ section 868.77 feet to a point on the west line of said southeast ¼ section; Thence north 88°45'19" east 186.59 feet to a point; Thence south 50°19'18" east 706.36 feet to a point; Thence south 56°13'10" east 202.68 feet to a point; Thence south 89°56'09" east 187.29 feet to the southwest corner of Lot 1 of the Plat of Crystal Ridge; Thence continuing south 89°56'09" east along the south line of said lot 195.00 feet to a point on the west line of one mile road, said point also being the southeast corner of said lot; Thence south 00°03'51" west along said west line 79.95 feet to a point; Thence north 88°45'19" east 10.00 feet to a point; Thence south 00°03'51" west along said west line 450.94 feet to the intersection of said west line and the north line of Lisbon Road; Thence south 88°45'19" west along said north line 1290.17 feet to the point of beginning.

Containing 1,000,529 square feet or 22.9690 acres.

WHEREAS, the previously described lands are located in a Planned Residential Development District; and

WHEREAS, Fiduciary Real Estate Development has proposed a Planned Residential Development consisting of 76 condominium units in 20 buildings to be known as Fiduciary Villas; and

WHEREAS, the overall density of the Fiduciary Villas development is 3.3 dwelling units per acre (76 dwelling units on 22.9 acres); and

WHEREAS, details concerning the general character, timetable for development, and organizational structure of the developer were submitted to the Village on April 8, 2009; and

WHEREAS, covenants and restrictions will be put in place for Fiduciary Villas, which will be recorded at the Waukesha County Register of Deeds; and

WHEREAS, the developer stated the total project will have an estimated value of $19.76 million (76 lots with an average value of $260,000); and

WHEREAS, on April 8, 2009 the developer submitted information discussing the financial impacts of this project; and

WHEREAS, Fiduciary Villas Planned Residential Development is consistent with the spirit and intent of the Zoning Ordinance; and

WHEREAS, Fiduciary Villas Planned Residential Development is in keeping with current economic and social considerations; and

WHEREAS, Fiduciary Villas Planned Residential Development justifies the application of the Planned Residential Development District requirements; and

WHEREAS, Fiduciary Villas Planned Residential Development will create an attractive and satisfying residential environment of sustained desirability and economic stability beneficial to the Village; and

WHEREAS, the Plan Commission, at its meeting of May 5, 2009, recommended the Fiduciary Villas Planned Residential Development be approved; and

WHEREAS, the Architectural Control Board, at its meeting on May 26, 2009 recommended the Fiduciary Villas Planned Residential Development be approved;

NOW, THEREFORE, BE IT ORDAINED that the construction, location and operation of the Fiduciary Villas Planned Residential Development shall be approved subject to the following conditions:

1. Constructing by-pass acceleration/deceleration lanes to the satisfaction of the Village Engineering Department at the modified entrance to the development shown on the June 8 Conceptual Master Plan.
2. The modified entrance to the development shall be designed so that headlights from vehicles leaving the development do not shine directly into residences across the street.
3. Obtaining a Village Erosion Control Permit prior to any site grading.
4. Obtaining a Village Stormwater Permit.
5. Obtaining Wisconsin DNR permits prior to conducting any filling on the site.
6. Working with the Engineering Department to obtain their approval on all of the proposed utilities, stormwater, grading, and street plans.
7. The Developer shall deposit funds with the Village for the future construction of the proposed path consistent with what has been done with other developments.
8. A Development Agreement will have to be entered into, approved by the Village Board, and signed prior to utility construction.
9. A Letter of Credit or other financial guarantee must be provided in accordance to the development agreement prior to utility construction.
10. Paying water, sewer and park impact fees within 14 days of the issuance of any building permits for the development.
11. The Developer submitting details about the berms and any proposed outdoor lighting.
12. Shifting all vegetation out of the ANR easement, and detention pond embankments.
13. The Developer shall pay all costs associated with the required acceleration/deceleration lanes, modified driveway approaches, culverts and ditch.
14. The side elevations detailing the 2-car garages shall be broken from the same plane a minimum of 1 foot and include the plane of the roof in this offset.
15. Condominium buildings with shared automobile courts adjacent to each other shall not have the same color schemes.
16. The roofs of all buildings shall be shingled with 30-year dimensional shingles in a weatherwood color.

BE IT FURTHER RESOLVED that the Village Clerk be and is hereby directed to record a Certified Copy of this Ordinance with the Register of Deeds for Waukesha County, Wisconsin.

Adopted by the Board of Trustees of the Village of Menomonee Falls on the 15th day of June, 2009.

By:

Randall R. Newman,
Village President

Date Published: June 25, 2009

Attest: Village Deputy Clerk

CONTINUED ON NEXT PAGE

**VILLAGE OF MENOMONEE FALLS ORDINANCE NO. ____-O-25**

**AN ORDINANCE AMENDING THE FIDUCIARY VILLAS PLANNED RESIDENTIAL DEVELOPMENT**

**WHEREAS**, Home Path Financial Limited Partnership owns the land located at N48W19272 Lisbon Road, on the parcel identified by Tax Key Number 128.998.004; and

**WHEREAS**, the subject lands are legally described as follows:

Lot 1 in Certified Survey Map No. 10744, Outlot 16 and part of Outlot 13 in Tamarind Addition No.2, being in the Southwest 1/4 of the Southeast 1/4 of Section 32, Township 8 North, Range 20 East, in the Village of Menomonee Falls, Waukesha County, Wisconsin, bounded and described as follows:

Commencing at the Southwest corner of the Southeast 1/4 of said Section 32; thence North 00° 01' 28" West along the West line of said 1/4 Section a distance of 65.01 feet to the point of beginning of lands to be described; thence North 00° 01' 29" West 1119.18 feet to a point; thence North 88° 45' 19" East 186.59 feet to a point; thence South 50° 19' 18" East 706.36 feet to a point; thence South 56° 13' 10" East 56.35 feet to point in the West line of Tea Tree Drive, Known as Point A; thence South 56° 13' 10" East 60.19 feet to point in the East line of Tea Tree Drive, known as Point B; thence South 56° 13' 10" East 86.14 feet to a point; thence South 89° 56' 09" East 382.29 feet to a point; thence South 00° 03' 51" West 531.30 feet to a point; thence South 88° 45' 19" West 1280.16 feet to the point of beginning.

ALSO:
Part of Outlot 13 in Tamarind Addition No.2, being in the Southwest 1/4 of the Southeast 1/4 of Section 32, Township 8 North, Range 20 East, in the Village of Menomonee Falls, Waukesha County, Wisconsin, bounded and described as follows:

Commencing at said Point A; thence North 29° 16' 42" East along the West line of Tea Tree Drive 21.67 feet to the point of beginning of lands to be described; thence North 50° 42' 15" West 111.96 feet to a point; thence North 08° 08' 30" East 80.32 feet to a point; thence South 80° 38' 28" East 142.15 feet to a point in the West line of Tea Tree Drive; thence Southwesterly along said West line and an arc of a curve to the right with an arc length of 36.72 feet, whose radius is 120.00 feet and whose chord bears South 20° 30' 46" West 36.57 feet to a point; thence South 29° 16' 42" West 106.68 feet to the point of beginning.

ALSO:

Outlot 16 in Tamarind Addition No.2, being in the Southwest 1/4 of the Southeast 1/4 of Section 32, Township 8 North, Range 20 East, in the Village of Menomonee Falls, Waukesha County, Wisconsin, bounded and described as follows:

Total land contains 1,028,133 square feet or 23.6026 acres.

**WHEREAS**, on June 25, 2009 the Village Board of Trustees approved Ordinance No. 449-O-09 creating the Fiduciary Villas Planned Residential Development; and

**WHEREAS**, the Fiduciary Villas Planned Residential Development allowed a development containing 76 condominium units in 20 buildings; and

**WHERAS**, Home Path Financial Limited Partnership requested the Village amend Resolution 449-O-09 allowing 35 single-family dwelling units; and

**WHEREAS**, the net density of the development will decrease from 3.3 dwelling units per acre to 1.79 dwelling units per acre; and

**WHEREAS**, the requested density is consistent with the Village Comprehensive Plan; and

**WHEREAS**, the amended Fiduciary Villas Planned Residential Development is consistent with the spirit and intent of the Zoning Ordinance; and

**WHEREAS**, the amended Fiduciary Villas Planned Residential Development is in keeping with the current economic and social considerations; and

**WHEREAS**, the amended Fiduciary Villas Planned Residential Development justifies the application of the Planned Residential Development District requirements; and

**WHEREAS**, the amended Fiduciary Villas Lakes Planned Residential Development will create an attractive and satisfying residential environment of sustained desirability and economic stability beneficial to the Village; and

**WHEREAS**, the Plan Commission, at its meeting of May 5, 2009 recommended the Fiduciary Villas Planned Residential Development be approved subject to the following conditions:

1. Constructing by-pass acceleration/ deceleration lanes to the satisfaction of the Village Engineering Department at the modified entrance to the development shown on the June 8 Conceptual Master Plan.

2. The modified entrance to the development shall be designed so that headlights from vehicles leaving the development do not shine directly into residences across the street.
3. Obtaining a Village Erosion Control Permit prior to any site grading.
4. Obtaining a Village Stormwater Permit.
5. Obtaining Wisconsin DNR permits prior to conducting any filling on the site.
6. Working with the Engineering Department to obtain their approval on all of the proposed utilities, stormwater, grading, and street plans.
7. The Developer shall deposit funds with the Village for the future construction ofthe proposed path consistent with what has been done with other developments.
8. A Development Agreement will have to be entered into, approved by the Village Board, and signed prior to utility construction.
9. A Letter of Credit or other financial guarantee must be provided in accordance to the development agreement prior to utility construction.
10. Paying water, sewer and park impact fees within 14 days of the issuance of any building permits for the development.
11. The Developer submitting details about the berms and any proposed outdoor lighting.
12. Shifting all vegetation out of the ANR easement, and detention pond embankments.
13. The Developer shall pay all costs associated with the required acceleration/ deceleration lanes, modified driveway approaches, culverts and ditch.
14. The side elevations detailing the 2- car garages shall be broken from the same plane a minimum of 1 foot and include the plane of the roof in this offset.
15. Condominium buildings with shared automobile courts adjacent to each other shall not have the same color schemes.
16. The roofs of all buildings shall be shingled with 30- year dimensional shingles in a weatherwood color.

**WHEREAS**, at its meeting on May 6, 2005, the Architectural Control Board originally recommended the Fiduciary Villas Planned Residential Development be approved;

**WHEREAS**, at its meeting on December 10, 2024, the Plan Commission recommended the Village Board of Trustees adopt an Ordinance amending the Fiduciary Villas Planned Residential Development allowing 35 single family dwelling units to replace 76 condominium units in 20 buildings subject to the following conditions:

1. Architectural Control Board (ACB) approval required for the Planned Residential District (PRD), including any landscaping buffer zones along Lisbon and One Mile Roads and any entry features.
2. Preliminary and Final plat approval required.

3. Sidewalk should continue on the west side of Tea Tree Drive and the south side of the proposed Pleasantview Drive.
4. The Village Comprehensive Outdoor Recreation Plan shows a proposed future multi-use path along Lisbon Road (CTH “K”) and One Mile Road. The developer should provide an asphalt multi-use path along Lisbon Road (CTH “K”) and One Mile Road in conjunction with the development as recommended by the Village Comprehensive Recreation Plan.
5. Subdivision entry monument signs near the intersection of One Mile Road and Pleasantview Drive will need to be located outside of the vision corner. Landscaping in the vision corner will need to be two feet in height or less.
6. Minimum lot width is 78'. Setbacks proposed are front 30', rear 30' and side 12.5'. These meet the PRD requirements. Lot 105 & 106 will need a rear setback of 35' to meet PRD requirements for lots that directly abut a public street under Sec. 122-524(1)b.1.i.
7. Maximum building height is 42'.
8. The applicant will need to pay the "Fee in Lieu of Dedication" in the amount of $1,000 for every lot created in a Final Plat - prior to the recording of the Final Plat.
9. The Developer shall extend 16” diameter municipal water main along Lisbon Road (CTH “K”) and One Mile Road along the entire frontage of the development parcel as required by Village ordinance.
10. A permit from the Waukesha County Department of Public Works is required prior to any construction within the public road right-of-way of Lisbon Road (CTH “K”).
11. Stormwater management meeting the Village’s stormwater ordinance must be provided for the development. The Stormwater Management Plan must be approved by the Village Engineering Department prior to starting construction.
12. Wisconsin DNR – NR 151 requirements must be met and a Notice of Intent (NOI) needs to be submitted to the Wisconsin DNR for NR 216 Permit Coverage. A copy of the DNR Certificate of Permit Coverage is to be forwarded to the Village Engineering Department prior to issuance of the Village Erosion Control Permit.
13. The site will need to be analyzed for stormwater infiltration per Wisconsin DNR Technical Standard 1002 of the NR 151 guidelines.
14. Wisconsin DNR NR 151 requirements must be met for water quality management. 80% Total Suspended Solid (TSS) removal is to be provided for this development.
15. A Village Stormwater Permit is required. The Stormwater Permit Application must be submitted with the permit review fee as required by the Village’s stormwater ordinance.
16. A Village Erosion Control Permit is required prior to any land disturbing activities

17. A wetland delineation is needed.
18. Wetland fill permits from the Wisconsin DNR will have to be obtained by the Developer for the wetlands impacted by the road crossings. The wetland fill areas shall be sufficient to accommodate the roads, terrace areas behind the curbs with a minimum width of 4 feet, sidewalks and safety shelfs behind the sidewalk with a minimum width of 3 feet.
19. A geotechnical study will have to be done by a licensed soil engineer to determine the high seasonal groundwater elevations. Basement or lowest floor elevations will have to be kept at least 3 feet above the high seasonal groundwater elevations to comply with Village code.
20. Any roadway or building pad areas where 5 feet or more of fill will be placed shall have the filling operations overseen by a geotechnical engineering firm to assure proper compaction to Village Specifications. Soil compaction reports are to be submitted to the Village Engineering Department.
21. The centerline radius shall be a minimum of 150 feet for all public roads to provide safe sight distances meeting AASHTO design guidelines.
22. Accel/decel lanes and tapers meeting Village design standards need to be provided at the proposed road intersection at One Mile Road.
23. An interior island is to be provided in the cul de sac.
24. An outlot is to be provided at the cul de sac island.
25. All sewer, water main and laterals are to be kept out of the cul de sac island.
26. The proposed sanitary sewer through easements between homes will not be permitted. All sanitary sewer is to be kept in the roads. The depth of the adjacent existing sanitary sewer in Tamarind Addn. No. 2 subdivision was designed to allow for all sanitary sewer to be kept in the roads.
27. Storm sewer needs to be provided in backyard areas so the flow length in the backyard drainage swales doesn't exceed 350 feet before the drainage is captured by a storm inlet.
28. All sanitary sewer, water main, storm sewer, and street design must follow the Village of Menomonee Falls Standards and Requirements for Development.
29. Landscaping within and around the stormwater detention ponds and any municipal sewer easements shall comply with the Village's Policy for Landscaping in and Around Infrastructure and Village Landscape Design Guidelines.
30. Street trees are to be kept out of the road right-of-way and placed within the front 10 feet of the private lots and outlots.
31. A Development Agreement will have to be entered into, approved by the Village Board, and signed prior to construction of any public utilities or improvements.

32. A Letter of Credit or other financial guarantee must be provided in accordance to the development agreement prior to construction of any public utilities or improvements.
33. Detailed utility, street, grading and stormwater management plans are required. Further engineering review is needed once these plans are submitted.
34. The facilities layout for electric, telephone, and cable shall conform to section 94-155 of the municipal code.
35. Fire department access roads shall:
    - Have an unobstructed width of not less than 20 ft.
    - Have unobstructed vertical clearance of not less than 13 ft 6 in.
    - Be designed and maintained to support the imposed loads of fire apparatus.
    - Have an unobstructed width of not less than 26 ft. for aerial apparatus access if grade to highest roof surface exceeds 30 ft.
    - Have an angle of approach and departure not exceed 1 ft drop in 20 ft.
    - Have turning radii that meet the WB-50 Template
    - Dead-end fire department access roads in excess of 150 ft in length shall be provided with approved provisions for the fire apparatus to turn around.
    - Landscaping and plantings must be installed/maintained so that it does not interfere with fire department access.
    - Fire Department access per NFPA 1 and fire lanes must be maintained throughout project; and

**WHEREAS**, at its meeting on December 17, 2024, the Architectural Control Board recommended amending the Fiduciary Villas Planned Residential Development with the following conditions:

**WHEREAS**, the amended Fiduciary Villas Planned Residential Development will contain a total of 35 single family dwelling units and be called Tamarind Addition No. 3.

**NOW, THEREFORE,** the Board of Trustees of the Village of Menomonee Falls do hereby ordain as follows:

Section 1. The conditions and restrictions as recommended by the Plan Commission and Architectural Control Board hereinabove set forth be and the same are hereby adopted and approved as the conditions and restrictions for the construction, location and operation of the Amended Fiduciary Villas Planned Residential Development.

Section 2. This Ordinance shall take effect and be in full force from and after its passage and posting.

Adopted by the Village Board of Trustees of the Village of Menomonee Falls on the 6th day of January, 2025.

By: _____
Jeremy Walz, Village President

Date Posted: _____

Attest:_____
Amy Dishinger, Village Clerk

2. All drainage easements shall be fine graded to within 0.25 ft. of the final grades shown on the approved master grading plan and provide positive drainage. As-built grades of the swales shall be shown every 25 feet with the spot elevations taken at the flowline of the swale and 10 feet on either side of the flowline.
3. Building pad grades shall be between 0.0 ft. and 2.0 ft. lower than the final grades shown on the approved master grading plan. As-built grades are to be shown at the front and back of each building pad
    1. Stormwater detention ponds shall be certified and as-built. Elevations shall be taken at cross sections not exceeding 25 feet from top to bottom of the pond banks and embankments, top and bottom of safety shelf, inlet and outlet pipe inverts, outlet structure and emergency spillway.
4. All final grading must be within the above tolerance and provide positive drainage. Any areas not within tolerance or found to have insufficient drainage shall be regraded.

- Developer is solely responsible for grading to the point of certification and acceptance until the Dedication and Acceptance of improvements is approved by the Village Board.
- All property lot corner pipes, perimeter pipes, and horizontal curve pipe shall be set by developer's surveyor.
- All disturbed areas shall be restored with topsoil, seed, fertilizer and mulch in accordance to Village erosion control ordinance and specifications.
- All swales in drainage easements are to fine graded and stabilized with topsoil, seed, fertilizer and erosion control blanket per Village specifications. Drainage easements are to be maintained by the developer until stabilized with grass. All erosion control measures as shown on the approved erosion control plan shall be in place and in properly functioning condition.

**Vote:** 5 - 0 Motion Carried

Consideration of a recommendation to the Village Board of Trustees on the request of **WILLIAM GENTIL OF HOME PATH LIMITED PARTNERSHIP** regarding an Ordinance amending the Fiduciary Villas Planned Residential Development located at N48W19272 Lisbon Road on the parcel identified by Tax Key Number 128.998.004.

Motion by Commissioner Paul Curtiss, second by Commissioner Steve Bruskiewicz to amend the motion to include "or alternate internal route" for condition #9.

**Vote:** 5 - 0 Motion Carried

Motion by Commissioner Paul Curtiss, second by Commissioner Steve Bruskiewicz to recommend the Village Board of Trustees adopt the Ordinance amending the Fiduciary Villas Planned Residential Development subject to the conditions, including amended condition #9, identified in the Ordinance.

1. Architectural Control Board (ACB) approval required for the Planned Residential District (PRD), including any landscaping buffer zones along Lisbon and One Mile Roads and any entry features.
2. Preliminary and Final plat approval required.
3. Sidewalk should continue on the west side of Tea Tree Drive and on at least one side of the proposed Pleasantview Drive.
4. The Village Comprehensive Outdoor Recreation Plan shows a proposed future

multi-use path along Lisbon Road (CTH “K”) and One Mile Road. It is recommended that the developer provide an asphalt multi-use path along Lisbon Road (CTH “K”) and One Mile Road in conjunction with the development as recommended by the Village Comprehensive Recreation Plan.

5. Subdivision entry monument signs near the intersection of One Mile Road and Pleasantview Drive will need to be located outside of the vision corner. Landscaping in the vision corner will need to be two feet in height or less.
6. Minimum lot width is 78'. Setbacks proposed are front 30', rear 30' and side 12.5'. These meet the PRD requirements. Lot 105 & 106 will need a rear setback of 35' to meet PRD requirements for lots that directly abut a public street under Sec. 122-524(1)b.1.i.
7. Maximum building height is 42'.
8. The applicant will need to pay the "Fee in Lieu of Dedication" in the amount of $1,000 for every lot created in a Final Plat - prior to the recording of the Final Plat.
9. The Developer shall extend 16” diameter municipal water main along Lisbon Road (CTH “K”) or alternate internal route and One Mile Road along the entire frontage of the development parcel as required by Village ordinance.
10. A permit from the Waukesha County Department of Public Works is required prior to any construction within the public road right-of-way of Lisbon Road (CTH “K”).
11. Stormwater management meeting the Village’s stormwater ordinance must be provided for the development. The Stormwater Management Plan must be approved by the Village Engineering Department prior to starting construction.
12. Wisconsin DNR – NR 151 requirements must be met and a Notice of Intent (NOI) needs to be submitted to the Wisconsin DNR for NR 216 Permit Coverage. A copy of the DNR Certificate of Permit Coverage is to be forwarded to the Village Engineering Department prior to issuance of the Village Erosion Control Permit.
13. The site will need to be analyzed for stormwater infiltration per Wisconsin DNR Technical Standard 1002 of the NR 151 guidelines.
14. Wisconsin DNR NR 151 requirements must be met for water quality management. 80% Total Suspended Solid (TSS) removal is to be provided for this development.
15. A Village Stormwater Permit is required. The Stormwater Permit Application must be submitted with the permit review fee as required by the Village’s stormwater ordinance.
16. A Village Erosion Control Permit is required prior to any land disturbing activities
17. A wetland delineation is needed.
18. Wetland fill permits from the Wisconsin DNR will have to be obtained by the Developer for the wetlands impacted by the road crossings. The wetland fill areas shall be sufficient to accommodate the roads, terrace areas behind the curbs with a minimum width of 4 feet, sidewalks and safety shelfs behind the sidewalk with a minimum width of 3 feet.
19. A geotechnical study will have to be done by a licensed soil engineer to determine the high seasonal groundwater elevations. Basement or lowest floor elevations will have to be kept at least 3 feet above the high seasonal groundwater elevations to comply with Village code.
20. Any roadway or building pad areas where 5 feet or more of fill will be placed shall have the filling operations overseen by a geotechnical engineering firm to assure proper compaction to Village Specifications. Soil compaction reports are to be submitted to the Village Engineering Department.
21. The centerline radius shall be a minimum of 150 feet for all public roads to provide safe sight distances meeting AASHTO design guidelines.
22. Accel/decel lanes and tapers meeting Village design standards need to be provided at the proposed road intersection at One Mile Road.
23. An interior island is to be provided in the cul de sac.

24. An outlot is to be provided at the cul de sac island.
25. All sewer, water main and laterals are to be kept out of the cul de sac island.
26. The proposed sanitary sewer through easements between homes will not be permitted. All sanitary sewer is to be kept in the roads. The depth of the adjacent existing sanitary sewer in Tamarind Addn. No. 2 subdivision was designed to allow for all sanitary sewer to be kept in the roads.
27. Storm sewer needs to be provided in backyard areas so the flow length in the backyard drainage swales doesn't exceed 350 feet before the drainage is captured by a storm inlet.
28. All sanitary sewer, water main, storm sewer, and street design must follow the Village of Menomonee Falls Standards and Requirements for Development.
29. Landscaping within and around the stormwater detention ponds and any municipal sewer easements shall comply with the Village's Policy for Landscaping in and Around Infrastructure and Village Landscape Design Guidelines.
30. Street trees are to be kept out of the road right-of-way and placed within the front 10 feet of the private lots and outlots.
31. A Development Agreement will have to be entered into, approved by the Village Board, and signed prior to construction of any public utilities or improvements.
32. A Letter of Credit or other financial guarantee must be provided in accordance to the development agreement prior to construction of any public utilities or improvements.
33. Detailed utility, street, grading and stormwater management plans are required. Further engineering review is needed once these plans are submitted.
34. The facilities layout for electric, telephone, and cable shall conform to section 94-155 of the municipal code.
35. Fire department access roads shall:

- Have an unobstructed width of not less than 20 ft.
- Have unobstructed vertical clearance of not less than 13 ft 6 in.
- Be designed and maintained to support the imposed loads of fire apparatus.
- Have an unobstructed width of not less than 26 ft. for aerial apparatus access if grade to highest roof surface exceeds 30 ft.
- Have an angle of approach and departure not exceed 1 ft drop in 20 ft.
- Have turning radii that meet the WB-50 Template
- Dead-end fire department access roads in excess of 150 ft in length shall be provided with approved provisions for the fire apparatus to turn around.
- Landscaping and plantings must be installed/maintained so that it does not interfere with fire department access.
- Fire Department access per NFPA 1 and fire lanes must be maintained throughout project.

**Vote:** 5 - 0 Motion Carried

2025 Plan Commission Meeting Dates and Deadlines.

For information only.

ADJOURNMENT

Motion by Commissioner Paul Curtiss, second by Commissioner Frank Habib to adjourn the meeting at 7:30 pm.

**Vote:** 5 - 0 Motion Carried

Submitted by Amy Bennett
Minutes transcribed by Amy Bennett
Minutes approved on

**VILLAGE OF MENOMONEE FALLS ORDINANCE NO. ____-O-25**

**AN ORDINANCE AMENDING THE FIDUCIARY VILLAS PLANNED RESIDENTIAL DEVELOPMENT**

**WHEREAS**, Home Path Financial Limited Partnership owns the land located at N48W19272 Lisbon Road, on the parcel identified by Tax Key Number 128.998.004; and

**WHEREAS**, the subject lands are legally described as follows:

Lot 1 in Certified Survey Map No. 10744, Outlot 16 and part of Outlot 13 in Tamarind Addition No.2, being in the Southwest 1/4 of the Southeast 1/4 of Section 32, Township 8 North, Range 20 East, in the Village of Menomonee Falls, Waukesha County, Wisconsin, bounded and described as follows:

Commencing at the Southwest corner of the Southeast 1/4 of said Section 32; thence North 00° 01' 28" West along the West line of said 1/4 Section a distance of 65.01 feet to the point of beginning of lands to be described; thence North 00° 01' 29" West 1119.18 feet to a point; thence North 88° 45' 19" East 186.59 feet to a point; thence South 50° 19' 18" East 706.36 feet to a point; thence South 56° 13' 10" East 56.35 feet to point in the West line of Tea Tree Drive, Known as Point A; thence South 56° 13' 10" East 60.19 feet to point in the East line of Tea Tree Drive, known as Point B; thence South 56° 13' 10" East 86.14 feet to a point; thence South 89° 56' 09" East 382.29 feet to a point; thence South 00° 03' 51" West 531.30 feet to a point; thence South 88° 45' 19" West 1280.16 feet to the point of beginning.

ALSO:
Part of Outlot 13 in Tamarind Addition No.2, being in the Southwest 1/4 of the Southeast 1/4 of Section 32, Township 8 North, Range 20 East, in the Village of Menomonee Falls, Waukesha County, Wisconsin, bounded and described as follows:

Commencing at said Point A; thence North 29° 16' 42" East along the West line of Tea Tree Drive 21.67 feet to the point of beginning of lands to be described; thence North 50° 42' 15" West 111.96 feet to a point; thence North 08° 08' 30" East 80.32 feet to a point; thence South 80° 38' 28" East 142.15 feet to a point in the West line of Tea Tree Drive; thence Southwesterly along said West line and an arc of a curve to the right with an arc length of 36.72 feet, whose radius is 120.00 feet and whose chord bears South 20° 30' 46" West 36.57 feet to a point; thence South 29° 16' 42" West 106.68 feet to the point of beginning.

ALSO:

Outlot 16 in Tamarind Addition No.2, being in the Southwest 1/4 of the Southeast 1/4 of Section 32, Township 8 North, Range 20 East, in the Village of Menomonee Falls, Waukesha County, Wisconsin, bounded and described as follows:

Total land contains 1,028,133 square feet or 23.6026 acres.

**WHEREAS**, on June 25, 2009 the Village Board of Trustees approved Ordinance No. 449-O-09 creating the Fiduciary Villas Planned Residential Development; and

**WHEREAS**, the Fiduciary Villas Planned Residential Development allowed a development containing 76 condominium units in 20 buildings; and

**WHERAS**, Home Path Financial Limited Partnership requested the Village amend Resolution 449-O-09 allowing 35 single-family dwelling units; and

**WHEREAS**, the net density of the development will decrease from 3.3 dwelling units per acre to 1.79 dwelling units per acre; and

**WHEREAS**, the requested density is consistent with the Village Comprehensive Plan; and

**WHEREAS**, the amended Fiduciary Villas Planned Residential Development is consistent with the spirit and intent of the Zoning Ordinance; and

**WHEREAS**, the amended Fiduciary Villas Planned Residential Development is in keeping with the current economic and social considerations; and

**WHEREAS**, the amended Fiduciary Villas Planned Residential Development justifies the application of the Planned Residential Development District requirements; and

**WHEREAS**, the amended Fiduciary Villas Lakes Planned Residential Development will create an attractive and satisfying residential environment of sustained desirability and economic stability beneficial to the Village; and

**WHEREAS**, the Plan Commission, at its meeting of May 5, 2009 recommended the Fiduciary Villas Planned Residential Development be approved subject to the following conditions:

1. Constructing by-pass acceleration/ deceleration lanes to the satisfaction of the Village Engineering Department at the modified entrance to the development shown on the June 8 Conceptual Master Plan.

2. The modified entrance to the development shall be designed so that headlights from vehicles leaving the development do not shine directly into residences across the street.
3. Obtaining a Village Erosion Control Permit prior to any site grading.
4. Obtaining a Village Stormwater Permit.
5. Obtaining Wisconsin DNR permits prior to conducting any filling on the site.
6. Working with the Engineering Department to obtain their approval on all of the proposed utilities, stormwater, grading, and street plans.
7. The Developer shall deposit funds with the Village for the future construction ofthe proposed path consistent with what has been done with other developments.
8. A Development Agreement will have to be entered into, approved by the Village Board, and signed prior to utility construction.
9. A Letter of Credit or other financial guarantee must be provided in accordance to the development agreement prior to utility construction.
10. Paying water, sewer and park impact fees within 14 days of the issuance of any building permits for the development.
11. The Developer submitting details about the berms and any proposed outdoor lighting.
12. Shifting all vegetation out of the ANR easement, and detention pond embankments.
13. The Developer shall pay all costs associated with the required acceleration/ deceleration lanes, modified driveway approaches, culverts and ditch.
14. The side elevations detailing the 2- car garages shall be broken from the same plane a minimum of 1 foot and include the plane of the roof in this offset.
15. Condominium buildings with shared automobile courts adjacent to each other shall not have the same color schemes.
16. The roofs of all buildings shall be shingled with 30- year dimensional shingles in a weatherwood color.

**WHEREAS**, at its meeting on May 6, 2005, the Architectural Control Board originally recommended the Fiduciary Villas Planned Residential Development be approved;

**WHEREAS**, at its meeting on December 10, 2024, the Plan Commission recommended the Village Board of Trustees adopt an Ordinance amending the Fiduciary Villas Planned Residential Development allowing 35 single family dwelling units to replace 76 condominium units in 20 buildings subject to the following conditions:

1. Architectural Control Board (ACB) approval required for the Planned Residential District (PRD), including any landscaping buffer zones along Lisbon and One Mile Roads and any entry features.
2. Preliminary and Final plat approval required.

3. Sidewalk should continue on the west side of Tea Tree Drive and the south side of the proposed Pleasantview Drive.
4. The Village Comprehensive Outdoor Recreation Plan shows a proposed future multi-use path along Lisbon Road (CTH “K”) and One Mile Road. The developer should provide an asphalt multi-use path along Lisbon Road (CTH “K”) and One Mile Road in conjunction with the development as recommended by the Village Comprehensive Recreation Plan.
5. Subdivision entry monument signs near the intersection of One Mile Road and Pleasantview Drive will need to be located outside of the vision corner. Landscaping in the vision corner will need to be two feet in height or less.
6. Minimum lot width is 78'. Setbacks proposed are front 30', rear 30' and side 12.5'. These meet the PRD requirements. Lot 105 & 106 will need a rear setback of 35' to meet PRD requirements for lots that directly abut a public street under Sec. 122-524(1)b.1.i.
7. Maximum building height is 42'.
8. The applicant will need to pay the "Fee in Lieu of Dedication" in the amount of $1,000 for every lot created in a Final Plat - prior to the recording of the Final Plat.
9. The Developer shall extend 16” diameter municipal water main along Lisbon Road (CTH “K”) and One Mile Road along the entire frontage of the development parcel as required by Village ordinance.
10. A permit from the Waukesha County Department of Public Works is required prior to any construction within the public road right-of-way of Lisbon Road (CTH “K”).
11. Stormwater management meeting the Village’s stormwater ordinance must be provided for the development. The Stormwater Management Plan must be approved by the Village Engineering Department prior to starting construction.
12. Wisconsin DNR – NR 151 requirements must be met and a Notice of Intent (NOI) needs to be submitted to the Wisconsin DNR for NR 216 Permit Coverage. A copy of the DNR Certificate of Permit Coverage is to be forwarded to the Village Engineering Department prior to issuance of the Village Erosion Control Permit.
13. The site will need to be analyzed for stormwater infiltration per Wisconsin DNR Technical Standard 1002 of the NR 151 guidelines.
14. Wisconsin DNR NR 151 requirements must be met for water quality management. 80% Total Suspended Solid (TSS) removal is to be provided for this development.
15. A Village Stormwater Permit is required. The Stormwater Permit Application must be submitted with the permit review fee as required by the Village’s stormwater ordinance.
16. A Village Erosion Control Permit is required prior to any land disturbing activities

17. A wetland delineation is needed.
18. Wetland fill permits from the Wisconsin DNR will have to be obtained by the Developer for the wetlands impacted by the road crossings. The wetland fill areas shall be sufficient to accommodate the roads, terrace areas behind the curbs with a minimum width of 4 feet, sidewalks and safety shelfs behind the sidewalk with a minimum width of 3 feet.
19. A geotechnical study will have to be done by a licensed soil engineer to determine the high seasonal groundwater elevations. Basement or lowest floor elevations will have to be kept at least 3 feet above the high seasonal groundwater elevations to comply with Village code.
20. Any roadway or building pad areas where 5 feet or more of fill will be placed shall have the filling operations overseen by a geotechnical engineering firm to assure proper compaction to Village Specifications. Soil compaction reports are to be submitted to the Village Engineering Department.
21. The centerline radius shall be a minimum of 150 feet for all public roads to provide safe sight distances meeting AASHTO design guidelines.
22. Accel/decel lanes and tapers meeting Village design standards need to be provided at the proposed road intersection at One Mile Road.
23. An interior island is to be provided in the cul de sac.
24. An outlot is to be provided at the cul de sac island.
25. All sewer, water main and laterals are to be kept out of the cul de sac island.
26. The proposed sanitary sewer through easements between homes will not be permitted. All sanitary sewer is to be kept in the roads. The depth of the adjacent existing sanitary sewer in Tamarind Addn. No. 2 subdivision was designed to allow for all sanitary sewer to be kept in the roads.
27. Storm sewer needs to be provided in backyard areas so the flow length in the backyard drainage swales doesn't exceed 350 feet before the drainage is captured by a storm inlet.
28. All sanitary sewer, water main, storm sewer, and street design must follow the Village of Menomonee Falls Standards and Requirements for Development.
29. Landscaping within and around the stormwater detention ponds and any municipal sewer easements shall comply with the Village's Policy for Landscaping in and Around Infrastructure and Village Landscape Design Guidelines.
30. Street trees are to be kept out of the road right-of-way and placed within the front 10 feet of the private lots and outlots.
31. A Development Agreement will have to be entered into, approved by the Village Board, and signed prior to construction of any public utilities or improvements.

32. A Letter of Credit or other financial guarantee must be provided in accordance to the development agreement prior to construction of any public utilities or improvements.
33. Detailed utility, street, grading and stormwater management plans are required. Further engineering review is needed once these plans are submitted.
34. The facilities layout for electric, telephone, and cable shall conform to section 94-155 of the municipal code.
35. Fire department access roads shall:
    - Have an unobstructed width of not less than 20 ft.
    - Have unobstructed vertical clearance of not less than 13 ft 6 in.
    - Be designed and maintained to support the imposed loads of fire apparatus.
    - Have an unobstructed width of not less than 26 ft. for aerial apparatus access if grade to highest roof surface exceeds 30 ft.
    - Have an angle of approach and departure not exceed 1 ft drop in 20 ft.
    - Have turning radii that meet the WB-50 Template
    - Dead-end fire department access roads in excess of 150 ft in length shall be provided with approved provisions for the fire apparatus to turn around.
    - Landscaping and plantings must be installed/maintained so that it does not interfere with fire department access.
    - Fire Department access per NFPA 1 and fire lanes must be maintained throughout project; and

**WHEREAS**, at its meeting on December 17, 2024, the Architectural Control Board recommended amending the Fiduciary Villas Planned Residential Development with the following conditions:

1. Satisfying the conditions identified in the Ordinance.
2. Compliance with the submitted Village staff comments.
3. Submitting a revised landscape plan to for staff review and approval which:
   a. Includes entry feature planting details near the intersection of Pleasantview Drive and One Mile Road.
   b. Removes trees and woody vegetation from the downslope of storm water pond facilities or in drainage ditches.
   c. Includes design detail for the monument sign (or signs) for the entrance from One Mile Road if the applicant proposes to install one (or more).

**WHEREAS**, the amended Fiduciary Villas Planned Residential Development will contain a total of 35 single family dwelling units and be called Tamarind Addition No. 3.

**NOW, THEREFORE,** the Board of Trustees of the Village of Menomonee Falls do hereby ordain as follows:

Section 1. The conditions and restrictions as recommended by the Plan Commission and Architectural Control Board hereinabove set forth be and the same are hereby adopted and approved as the conditions and restrictions for the construction, location and operation of the Amended Fiduciary Villas Planned Residential Development.

Section 2. This Ordinance shall take effect and be in full force from and after its passage and posting.

Adopted by the Village Board of Trustees of the Village of Menomonee Falls on the 6th day of January, 2025.

By: _____
Jeremy Walz, Village President

Date Posted: _____

Attest:_____
Amy Dishinger, Village Clerk

**Village Board - Regular** **9. a.**

| | |
|---|---|
| **Meeting Date:** | 01/06/2025 |
| **Topic:** | Funding Agreement MF05 for the Private Property Infiltration and Inflow Reduction Program (MMSD) |
| **From:** | Tom Hoffman, Director of Engineering & Development |
| **Department:** | Engineering Services |
| **Date of Committee Action (if required):** | 01/06/2025 |
| **Date of Village Board Action (if required):** | 01/06/2025 |

## Information

**Subject:**

Consideration of a Private Property Infiltration and Inflow Reduction Funding Agreement between the Village of Menomonee Falls and the Milwaukee Metropolitan Sewerage District (MF05).

**Background Information:**

MMSD is responsible for collecting and treating wastewater from Menomonee Falls collected from sewer laterals located on private property. During wet weather storm events, groundwater can enter privately owned laterals through defective pipes and leaky joints and connections, thus causing an increase in the amount of wastewater that MMSD must collect and treat. There is potential risk for overflows of the sanitary sewer system during wet weather events as a direct result from water infiltration and inflow from privately owned sewer laterals into the system.

Staff intends to replace 24 sanitary sewer laterals in coordination with a Village water main replacement project on Theodore Avenue. The project is tentatively scheduled to occur during the 2025 construction season, with 24 sewer laterals being replaced at a minimum from the sewer mainline to the property line. The objective is to realize cost savings for lateral replacements by pairing them with another Village project. The scope of work for the Funding Agreement consists of canvasing 24 residential property owners to participate in the sanitary sewer lateral replacement program. The work will consist of sanitary lateral replacement, construction management, inspection, and communication. If the homeowner agrees to participate in the program, lateral replacement will include open cut trenching or a trenchless pipe bursting technique to replace the entire lateral up to the home. If the homeowner decides not to participate, the lateral will only be replaced between the sewer

main and the property line.

The lateral replacement project will be bid along with a water main relay project in Theodore Avenue from Jacobson Drive to Ann Avenue scheduled for construction in 2025. The funding agreement will cover all costs for the sanitary lateral replacements, including canvassing property owners, lateral construction, and engineering services which will be provided by RA Smith, our engineering consultant on the project. The funding agreement includes all the work necessary to replace the 24 sanitary sewer laterals identified on the project.

**Key Issues for Consideration:**

Funding for the project will be through a reimbursement by MMSD in an amount not to exceed $737,000.

**Action By Committee or Village Board:**

Staff recommends approval of the Private Property Infiltration and Inflow Reduction Funding Agreement (MF05) between the Village of Menomonee Falls and the Milwaukee Metropolitan Sewage District (MMSD) to cover all costs for replacement of Sanitary Sewer Laterals along Theodore Avenue.

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**Attachments**

MMSD Funding Agreement MF05

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# Funding Agreement M10005MF05

## Private Property Infiltration and Inflow Reduction Program Agreement

This Agreement is made between the Milwaukee Metropolitan Sewerage District ("District") with its principal place of business at 260 West Seeboth Street, Milwaukee, Wisconsin 53204-1446 and the Village of Menomonee Falls ("Municipality") with its municipal offices at W156 N8480 Pilgrim Road, Wisconsin 53051.

WHEREAS, Wisconsin law, through Wis. Stats. § 66.0301 Stats., authorizes any municipality to enter into an intergovernmental cooperation agreement with another municipality for the furnishing of services; and

WHEREAS, the District is responsible for collecting and treating wastewater from the Municipality's locally owned wastewater collection system; and

WHEREAS, the Municipality's sewers collect wastewater from lateral sewers located on private property and owned by private property owners; and

WHEREAS, during wet weather events stormwater enters lateral sewers through defective pipes and leaky joints and connections ("infiltration) and stormwater also enters lateral sewers from foundation drains, improper connections, and other sources ("inflow"); and

WHEREAS, infiltration and inflow increase the amount of wastewater that the District must collect and treat; and

WHEREAS, during wet weather events infiltration and inflow ("I/I") into privately owned sewers contributes to the risk of sewer overflows; and

WHEREAS, the District has established the Private Property Infiltration and Inflow Reduction Program ("Program") to provide guidelines, requirements, and a funding structure for municipalities to complete I/I reduction work on private property as more fully set forth in the Statement of Policy, Milwaukee Metropolitan Sewerage District Private Property Infiltration and Inflow Reduction Program ("Policy"); and

WHEREAS, the Municipality wishes to participate in the Program,

NOW, THEREFORE, in consideration of the mutual promises made by the parties to this Agreement, the parties agree as follows:

### 1. Term of Agreement

This Agreement becomes effective immediately upon signature by both parties and shall remain in effect until the earliest of (1) the Municipality receiving final payment from the District, (2) January 30th, 2026 or (3) termination of this Agreement as otherwise set forth herein.

### 2. District Funding

The District shall reimburse the Municipality in an amount not to exceed $737,000 for approved private property I/I costs incurred through the work described in Attachment A ("Work" or "Work Plan"). The total project cost of $1,318,800 is offset by cost shared

Municipality funds. Provided the Municipality is in compliance with the terms of this Agreement, the District funding shall be provided on a reimbursement basis in accordance with Section 8 below. No reimbursement will be made for costs incurred prior to the effective date of this Agreement or for costs that are not supported by documentation as outlined by this Agreement.

**3. Program Publicity and Outreach Requirements**

The Municipality shall identify the District as a funder in informational literature and signage relating to the Work. Samples of all public involvement/public education documents shall be provided to the District for review prior to being distributed to the public.

A minimum of a one week notice of any public meetings shall be provided to the District. In the event the District is unable to attend and participate, detailed meeting minutes shall be provided within five days of the meeting.

**4. RESERVED**

**5. Selection of Non-Professional Service Providers by Municipality**

Pursuant to a public Request for Qualifications process, the District has developed an Approved Contractors List organized by work type to ensure all Work funded by the District maintains specific quality standards. Those Approved Contractors and their suppliers can submit products they intend to utilize for inclusion in the District's Approved Products List. The appropriate subset of the Approved Contractor List and the Approved Products List shall be utilized as part of Municipality's bidding process for contracts to perform Work funded by this Agreement.

In addition to the above, all non-professional service providers to perform Work funded by this Agreement (for example: construction, sewer inspection, post-construction restoration) shall be procured in accordance with both State of Wisconsin statutes and regulations and the Municipality's ordinances and policies. Whenever Work valued over $25,000 is procured without the use of a public sealed bidding process, the District may request, and the Municipality must provide, an opinion from a licensed attorney representing the Municipality stating that the procurement is in compliance with State of Wisconsin law and Municipal ordinances.

In addition:

a. The Municipality shall provide the District with the opportunity to review and comment on the complete set of bidding documents prior to solicitation of bids, quotes, or proposals as set forth in Attachment B;

b. Municipality shall provide the District with all bids and proposals for review prior to the award of the contract, as set forth in Attachment B. The District reserves the right to revoke funding based on project award to contractors who are not on the District's list of Authorized Contractors.

## 6. Non-professional Service Contract Terms and Conditions

The Municipality agrees to include Attachment C in all non-professional service contracts relating to the Work. Failure to include Attachment C in the non-professional service contracts will constitute a material breach of this Agreement.

## 7. Contractor Pay Applications

The District recommends referring to Attachment D, Contractor Pay Application Example, as a format for processing Municipality/Contractor pay applications. The District recommends submitting all pay applications and supporting documentation received from the Contractor, reviewed by Municipality, to the District through the District Municipal Portal prior to paying the Contractor request for payment.

## 8. Procedure for Reimbursement

The Municipality shall submit reimbursement requests to the District a minimum of three times throughout this Agreement.

Each reimbursement request shall include:

a. An invoice from the Municipality clearly stating the requested reimbursement amount;

b. All consultant invoices with hourly billing rates, hours worked by individuals with billing backup task entries, consultant expense documentation, and a summary of the status of contract tasks; and

c. Contractor pay applications with units and cost for scope of work not funded by this Agreement clearly segregated and itemized. All contractor pay applications shall include supporting documentation confirming that the Municipality has received and reviewed a proportionate amount of construction contract deliverables as applicable to Attachment B Agreement Deliverables for which the Contractor is responsible.

Reimbursement requests should be submitted within a reasonable period of time of the costs being incurred. The initial reimbursement request shall be submitted prior to 30% of Work being completed. The final reimbursement request shall be submitted upon completion of all Work. All reimbursement requests must be received prior to the expiration of this Agreement.

Reimbursement requests and the supporting documentation of costs shall be submitted through eBuilder. The corresponding deliverables shall be submitted as set forth in Attachment B. Questions concerning the Procedure for Reimbursement as provided for in this Section should be directed to the District's Project Manager (PM):

Tim O'Brien
PPII Project Manager
Milwaukee Metropolitan Sewerage District
260 West Seeboth Street.
Milwaukee, WI 53204–1446

Final payment will not be provided until the Work is complete and all deliverables set forth in Attachment B have been received. The District shall attempt to reimburse requested amounts within 30 days of such request provided the applicable supporting documentation is included. The District will reject any reimbursement requests that do not strictly adhere to the requirements of this Section and will require the Municipality to resubmit any such requests. The District is not responsible for any interest or fees associated with any reimbursement requests submitted by the Municipality which do not strictly adhere to the requirements of this Section.

**9. Changes in Work and Modifications to the Agreement**

Any proposed changes to the Work must be submitted to the District, in writing, in advance of the Work being completed. The District will not reimburse for Work that is not included in Attachment A (including all professional services and non-professional services contracts procured through the Work outlined in Attachment A) unless prior written approval has been requested from the District and approval has been obtained through the eBuilder change process.

This Agreement may be modified only in writing signed by both parties or through the eBuilder change process.

**10. Responsibility for Work**

The Municipality is responsible for overseeing construction and shall provide full time construction inspection for all Work. Each inspector shall be experienced, qualified, and certified for the scope of the Work.

**11. Post-Construction Verification**

The Municipality and its contractor(s), if applicable, shall report to the District any problems or warranty defects that arise with or related to the completed Work, whether discovered through inspection or through complaints from homeowners, for a period of 10 years following substantial completion of the Work. The Municipality shall also report any actions taken to investigate the complaint, and if within the warranty period, steps taken to resolve the issue.

The Municipality shall be responsible for reporting post Work flow monitoring data and or other data related to identified measures of success for at least five years post Work completion or as long as data is available, whichever period is longer.

All warranty inspection costs incurred by the District due to Municipality's failure to enforce the warranty inspection requirement in its construction contract(s) shall either be: (1) deducted from Municipality's Program account; or (2) invoiced to Municipality. The terms of this Section 11 shall survive termination of this Agreement.

**12. Permits, Certificates, and Licenses**

The Municipality is solely responsible for ensuring compliance with all federal, state, and local laws requiring permits, certificates, and licenses required to implement the Work.

**13. Insurance**

The District shall not provide any insurance coverage of any kind for the Work or for the Municipality. Municipality shall ensure that each contractor and subcontractor have adequate

insurance to perform the Work and names the Municipality as an additional insured on its applicable insurance policies.

**14. Terminating the Agreement**

The District may terminate this Agreement at any time prior to commencement of the Work. After the Work has commenced, the District may terminate this Agreement only for good cause such as, but not limited to, breach of this Agreement by the Municipality. The Municipality may terminate this Agreement at any time but will not receive any payment from the District if the Work is not completed.

**15. Exclusive Agreement**

This is the entire Agreement between the Municipality and the District regarding reimbursement for Work.

**16. Severability**

If any part of this Agreement is held unenforceable, the rest of the Agreement will continue in full force and effect.

**17. Applicable Law**

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

**18. Resolving Disputes**

If a dispute arises under this Agreement, the parties agree to first try to resolve the dispute with the help of a mutually agreed-upon mediator in Milwaukee County. Any costs and fees, other than attorneys' fees, associated with the mediation shall be shared equally by the parties. If the dispute is not resolved within 30 days after it is referred to the mediator, either party may take the matter to court. Venue in any action brought under this Agreement shall be proper only in either Circuit Court for Milwaukee County or the United States District Court for the Eastern District of Wisconsin.

**19. Notices**

Unless otherwise set forth herein, all notices and other communications in connection with this Agreement shall be in writing and shall be considered given as follows:

- When delivered personally to the recipient's address as stated on this Agreement; or
- Three days after being deposited in the United States mail, with postage prepaid to the recipient's address as stated on this Agreement.

**20. No Partnership**

This Agreement does not create a partnership relationship nor give the Municipality the authority to make promises binding upon the District. The Municipality does not have the authority to enter into contracts on the District's behalf.

**21. Assignment**

The Municipality may not assign any rights or obligations under this Agreement without the District's prior written approval.

**22. Public Records**

The Municipality agrees to cooperate and assist the District in the production of any records as related to this Agreement in the possession of the Municipality that are subject to disclosure by the District pursuant to the State of Wisconsin's Open Records Laws, Wis. Stats. §§ 19.31 to 19.39. The Municipality agrees to indemnify the District against any and all claims, demands, and causes of action resulting from any failure of the Municipality to comply with this requirement.

**23. Indemnification**

The Municipality will defend, indemnify, and hold harmless the District and its commissioners, employees, and agents against any and all claims, damages, costs, liabilities, and expenses whatsoever, including attorneys' fees and related disbursements, arising from or connected with the planning, design, construction, operation, and/or maintenance of the Work.

Milwaukee Metropolitan Sewerage District

By: _____

Kevin L. Shafer, P.E., Executive Director

Date: _____

Village of Menomonee Falls

By: _____

Jeremy Walz, Village President

Date: _____

By: _____

Mark Fitzgerald, Village Manager

Date: _____

By: _____

Amy Dishinger, Village Clerk

Date: _____

Approved as to form:

_____

Attorney for the District

**ATTACHMENT A**
**Municipality Work Plan**

PARTNERS FOR A CLEANER ENVIRONMENT

# 2024 PPII Work Plan

This checklist / template serves as the standard form for submitting a Work Plan to MMSD as a request to commit funds from your Municipal Funding Allocation Account to a project proposed for reimbursement through the MMSD PPII Reduction-M Program. If approved, the Work Plan will be the basis for a Funding Agreement between the municipality and MMSD. Please complete all fields comprehensively and submit this electronically-fillable-form and supporting document attachments via MMSD's Municipal Portal.

## I. CONTACT INFORMATION

| **Municipality** | |
|---|---|
| Applicant Name: Tom Hoffman | Municipality: Village of Menomonee Falls |
| Mailing Address: W156N8480 Pilgrim Road | |
| Phone #: 262-532-4415 | Email: thoffman@menomonee-falls.org |
| Primary Contact: Tom Hoffman | Primary Contact email: thoffman@menomonee-falls.org |
| Primary contact phone #: 262-532-4415 | |
| **Consultant (if applicable)** | |
| Firm: raSmith | Consultant's PM's Name: Troy Hartjes |
| Consultant Email: troy.hartjes@rasmith.com | Consultant Phone number: 262-317-3305 |

| **Funding Agreement Signatories**<br>Provide the names and position titles of all municipal staff that will be required to sign the funding agreement. (i.e., mayor, administrator, clerk, attorney etc.) | |
|---|---|
| Name: Jeremy Walz | Position Title: Village President |
| Name: Mark Fitzgerald | Position Title: Village Manager |
| Name: Amy Dishinger | Position Title: Village Clerk |
| Name: | Position Title: |
| Name: | Position Title: |

## II. PROPOSED SCOPE OF WORK

1. What type of work will be included in this work plan application? Check all applicable.

   ☐ Planning ☐ Investigative ☑ Construction/Rehab ☐ Post Project Evaluation ☐ Training

   ☐ Other

2. What is the total value of the request by the municipality for funding through the PPII program for work outlined in this work plan? $ 737,000

3. What is the total number of properties in the project area? 28

4. What is the assumed number of participating properties? 28

5. What is your justification for the assumed participation rate?

   ☐ Prioritization of properties based on investigative work ☐ Assumed percent of total based on previous projects ☐ Existing ROE agreements

   ☑ Other (Fill in Blank): We have had a near 100% acceptance rate on past projects.

6. Provide the scope of work that will be included in this work plan. This should include a detailed description of the work type(s) selected in Section II. Question 1.

The scope consists of contacting residents in Focus Area #4 along Theodore Avenue to participate in the sanitary sewer lateral replacement program. Replacement will consist of open cut trenching or pipe bursting the full length of the lateral up to the home, if the homeowner determines they would like to participate in the program. Otherwise, the laterals will be replaced from the mainline wye connection to the lot line. To save on costs, the laterals will be bid in conjunction with a water main replacement project scheduled for construction 2025. Because the work is being bid with the watermain (which includes service replacements to the right of way), we will at a minimum get 100% replacement of laterals within the right of way, which is the more expensive and many times the more critical length of replacement (within the road/sidewalk and terrace area with trees). This work plan will include design, bid, specification preparation, bid evaluation, and construction management costs that will be performed by the engineering consulting firm, raSmith. Construction will be conducted by the lowest qualified bidder. This work plan essentially includes all the work through project completion.

7. What entity (e.g., municipality staff, consultant, contractor, District, etc.) is responsible for each scope of work scope listed in Section II. Question 6.

The engineering consultant will be responsible for property owner communication, bid specification preparation, reviewing the bid proposals for completeness, a recommendation to the Village Board, and construction management services. In addition, the consultant will be charged with preparing the notification letter and right of entry form to the homeowner, and overall project management.

8. Describe the municipal process(es) for procurement of all professional and non-professional (field work and construction) components of work and the basis for each.

Contracts which are for the performance of services requiring scientific knowledge and professional skill are not considered the performance of "public construction" or public work and so need not be competitively bid. The general test to be applied in determining whether the work is considered "services" and is exempt from bidding requirements in whether it is impossible or impractical to draw specifications for the tasks identified in the contract. The Village Manger shall have authority to negotiate the terms of and to execute any contracts in an amount up to and including $75,000 if the funds for the subject contract have been approved in the budget. The Village Manger shall report to the Village Board periodically on contracts entered into under the authority granted by this section. The Board may periodically delegate to the Village Manager authority to negotiate or execute contracts in addition to those authorized under this section. All contracts for public construction shall be let by the Board in accordance with Wis. State Statue 62.15.

## III. PROJECT AREA CHARACTERISTICS

1. What is the predominant age of the homes in the project area? ☐ Pre 1940's ☑ 1940 – 1960 ☑ 1961-1980 ☐ 1981-Present

2. What is the average lot size within the project area? 0.4 ☐ SF ☑ Acres

3. In this area, is it typical that foundation drains are connected? ☐ Yes ☑ No

4. What sewershed(s) or metershed(s) is this project located in?

Sewershed MF3009 and Metershed MS0307

5. Approximate year sanitary sewer collection system was installed: 1950

6. Collection system characteristics in project areas:

| Host Pipe Material(s): Mainlines | | Mainline Pipe Size(s): | Host Pipe Material(s): Laterals | | Lateral Pipe Size(s): |
|---|---|---|---|---|---|
| ☑ VCP | ☐ Ductile Iron | 8" | ☑ VCP | ☐ Ductile Iron | 4" & 6" |
| ☐ Cast-Iron | ☐ Concrete | | ☐ Cast-Iron | ☑ Concrete | |
| ☐ Asbestos | ☐ PVC | | ☐ Asbestos | ☐ PVC | |

7. Within the project area, is the mainline rehabilitated? ☑ Yes ☐ No

If "Yes," provide details on the year(s) the work was completed, the type and location of rehabilitation used, and if any rehabilitation of the sanitary sewer laterals within the ROW was completed.

Cured in Place Pipe (CIPP) Lining was completed in 2004. The original sanitary sewer was installed in the 1950s.

8. Will non-MMSD funded public infrastructure work be contracted or completed with the private property work? ☑ Yes ☐ No

If "Yes", provide details of the public work.

The water main will be replaced on Theodore Avenue. Sewer lateral replacements (28) will be included in the scope of work for this project.

9. Include with your application, two maps:
   - One of the limits of the sewershed(s) or metershed(s) the project is in;
   - And one of the project limits.

   Both maps shall meet the following requirements.

   - Maps shall use a street or aerial view as base map.
   - Major street names shall be labeled and legible.
   - Limits of the sewershed(s) and/or metershed(s),
   - Project limits shall be defined by a bold red line.
   - Sanitary and storm system line work shall be shown at a scale appropriate to the scale of the drawing.
   - A north arrow and legend shall be included.
   - Maps shall be between 5 and 40 scale and to a standard paper size (i.e., 8.5"x11, 11"x17", etc.)
   - Maps shall be submitted as PDF electronic files.

## IV. PROJECT JUSTIFICATION

1. Has any planning and/or investigative work within the project area been completed to date? (i.e., Flow monitoring, interior home inspections, sewer CCTV, analysis of flooding/backup issues in the area, etc.) ☑ Yes ☐ No

   If "Yes," was the work completed through a previous PPII funding agreement? ☑ Yes ☐ No

   If the answer is "Yes" to both questions, describe the work completed and cite report names and funding agreement reference number(s) the work was completed under.

   If completed independent of the PPII program, include the report(s) with this application in electronic format and list the name of the report(s) in this section.

Monitoring meter MFN069 is currently installed in the Focus Area. Two lift stations just outside of Focus Area #4 serve this area on the Village, operating only during wet weather events due to the increase in flows from I/I. Otherwise, the area is served by gravity fed sewers. Flow monitoring can be determined by using daily lift station cycle information from the lift stations and comparing that to the daily rainfall.

2. Describe how the project area and approach was chosen and prioritized.

It had been previously been identified as Focus Area #4 through an analysis conducted by Brown & Caldwell as an area of need due to the area's high peaking factor during wet weather events.

3. What is the status of all project area sewershed(s)/metershed(s) as related to the District Chapter 3 rules for wet weather performance?

   ☐ Non-compliant ☐ Compliant ☐ Inconclusive ☑ Not Analyzed

   If "Noncompliant," has PPII work been completed to date within the Project Area metershed(s)? If yes, provide details on the scope of work completed and location.

N/A

4. Does the municipality have any permitted (or unpermitted) wet-weather bypass locations in the project area? ☐ Yes ☑ No

If "Yes," provide approximate frequency and average volume per frequency for over the last ten years.

Menomonee Falls has two permitted wet weather bypass station locations just outside of the focus area boundary near the intersections of Menomonee Ave/Llyod Ave and Menomonee Ave/Sunset Ridge Dr. These lift stations were originally installed to bypass affluence directly to the sanitary interceptor to reduce the effect of I/I causing basement backups on the sanitary system during wet weather events.

5. Does the project area have a history of CSOs or SSOs? ☐ Yes ☑ No

If "Yes," provide the frequency of occurrences over the last ten years.

In 2022 a SSO was required to relieve system pressure as a result from heavy rains in a 24 hour period. I/I was a contributing factor to the SSO.

6. Does the municipality have recurring basement backup reports in the project area? ☐ Yes ☑ No

If "Yes", please provide the average annual number of reports in the last ten years and the estimated storm recurrence interval that typically causes basement backups.

N/A

7. Do you have existing pre-project baseline data for this project area, such as metering, lift station run time, bypass pumping, basement backups, etc.? ☑ Yes – go to item 8 ☐ No – go to item 9

8. Describe and detail information on the pre-project baseline data you have collected including type, location, and date ranges. If a MMSD meter is used as a source for this data, provide meter name and location.

MMSD MFN069 Hiawatha Heights, W164N8613 Hiawatha Ave. We are also able to collect data from two near by lift stations that serve this area during wet weather events.

9. Do you plan on collecting pre-project baseline data as part of this project?

☑ Yes – go to item 10
☐ No – go to item 11

10. Describe the pre-project data that will be collected to provide a baseline for improvement. If you intend to use or request MMSD portable meters, list the quantity, expected time frame installation and monitoring period.

The Village has information available on daily lift station run cycles.

11A. For construction projects, how do you intend to report project performance results? Please select all that apply.

☑ Flow Metering
☐ Reduced CSO/SSO
☐ Identify I/I Sources
☐ Participation Rates
☐ Reduced Basement Backup Reports
☐ Other:

Please provide quantitative and/or qualitative measures for success as they relate to the selected project performance metrics.

The village is planning on using daily lift station run cycles and wet weather events as a before and after comparison on the effect of replacing sanitary laterals and I/I reduction.

This work will consist of replacing at least all of the public side of 20 laterals, and hopefully replacing 100% of the laterals all of the way to the house. With a large peaking factor during wet weather already identified for this area, the Village anticipates a significant reduction in I/I from the proposed project work.

The Village's goal for this project is to see a noticeable reduction in the peaking factor during wet weather events for the project area.

11B. For investigative projects, what deliverables will be provided to document the findings of the work completed? How will these findings feed into the next phase of the PPII reduction work?

N/A

## V. SCHEDULE

Include a schedule of the work with all major tasks and milestone dates for completion including:

- District and municipal administrative approvals
- Local board/council approvals
- Work task(s) start and finish
- Public outreach
- Key deliverables
- Reimbursement requests

The schedule needs to be realistic and achievable based on District approval timelines, local approval timelines, bidding process timelines, work production rates, and weather-related considerations. Identify and highlight any milestone dates by which the municipality is requesting the District to meet to keep your schedule (e.g., local council or board agenda deadlines). Provide the schedule in PDF format.

## VI. FINANCIALS

1. Include a comprehensive cost estimate broke down to the task level which includes costs for: all internal municipal staff time which is being requested to be reimbursed, professional services including hours estimates and rates, construction costs by estimated units and estimated unit costs, inspection services, public outreach, and staff training. Attach an Excel version of the estimate to the application when submitting.

   Please reference (Chapter 9 - MMSD Standard Forms, PPII Muni Resource Webpage) the *MMSD Engineer's Cost Estimate Template* for an example or to submit with this work plan.

2. Are other funding sources, besides MMSD PPII funds, contributing to the total project cost? i.e., municipal funds, grant funding, property owner cost share, etc. ☑ Yes ☐ No

   If "Yes," list all addition funding sources, the specific work which will be covered by an additional funding source, and the value.

Water Utility funds will be used for the replacement of the water mains.

| | |
|---|---|
| 3. Explain the means and methods for segregating the cost (MMSD reimbursable costs and public work costs).<br><br>There will be a separate billing phase for time spent on PPII related work. Thus making PPII related design and inspection time easily traceable and reportable. There will also be separate PPII related bid items for the proposed work. | |
| 4. What department/individual/entity will be submitting and processing the reimbursement requests? Please include the name and contact information.<br><br>Tom Hoffman<br>262-532-4415<br>thoffman@menomonee-falls.org | |
| 5. MMSD requires all invoicing to be submitted via e-Builder. Will e-Builder training be necessary for the department/individual/entity that will be submitting and processing the reimbursement requests? | ☐ Yes ☐ No |

## VII. PUBLIC OUTREACH

1. In regard to this work plan, have you completed any prior public outreach work in this project area (e.g., mailings, public meetings, door knocking, etc.)

☐ Yes – go to item 2
☑ No – go to item 3

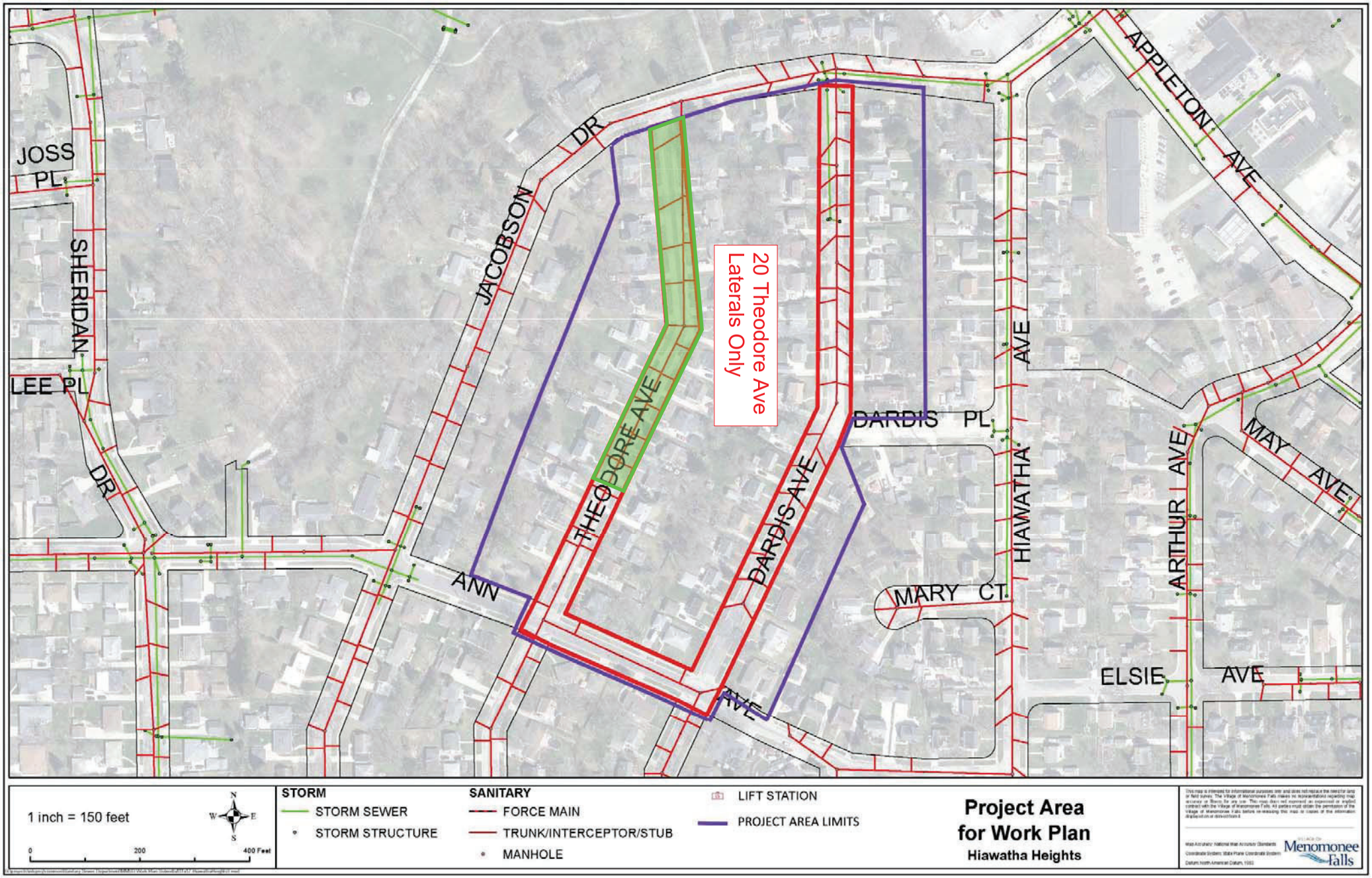
2. Describe in detail the pre-project public outreach work you have completed to date, including the method and entity responsible.

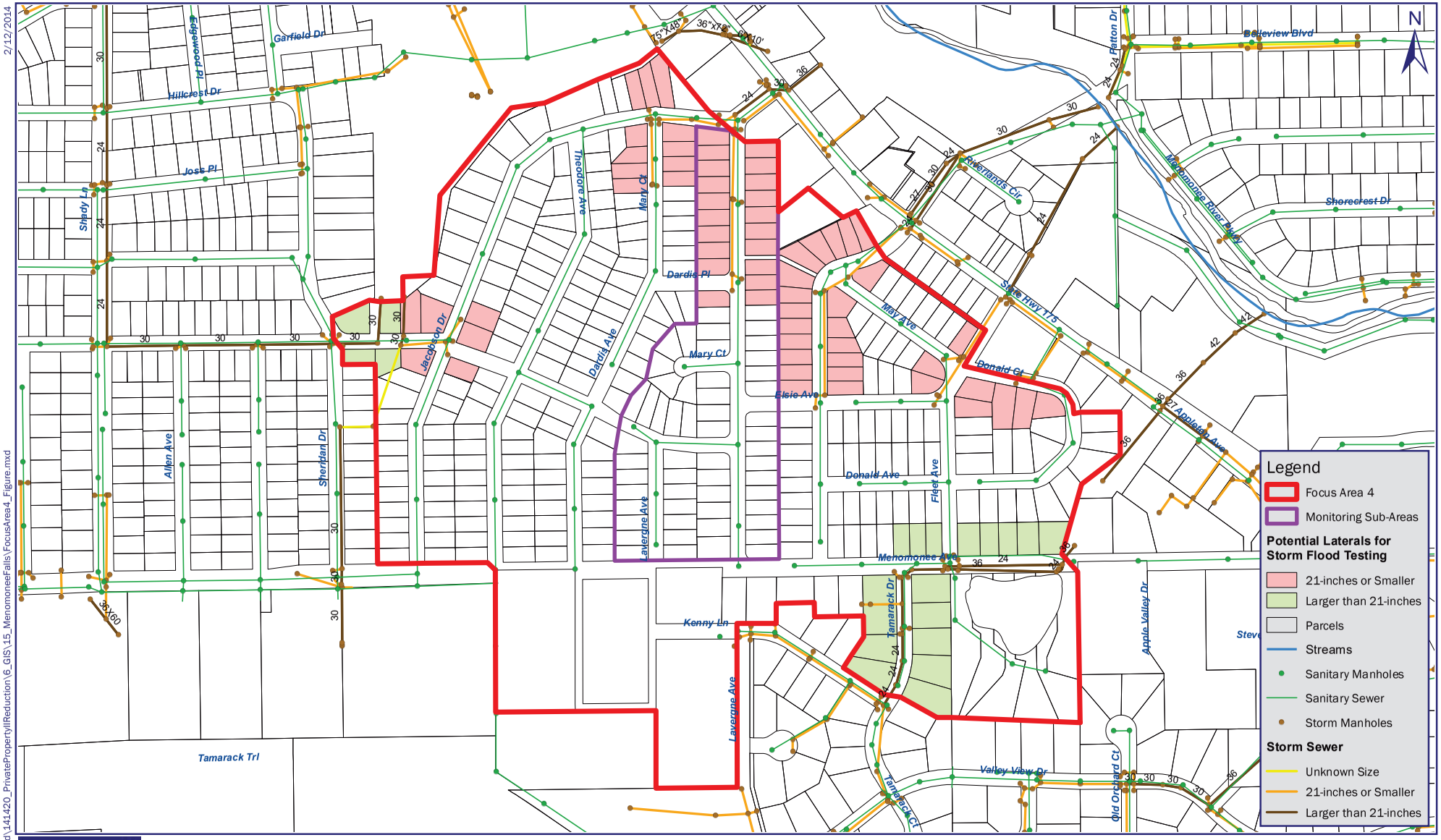
N/A

3. Describe in detail your public outreach approach for this project (Examples of public outreach include, but are not limited to; mailings, websites, social media, canvassing, public meetings, etc.). Please include:

- What entity/individuals/departments will be responsible for the public outreach. If a specific person or entity is responsible for public outreach, include the name and contact information.
- The timing and anticipated level of effort that is anticipated to be necessary for the public outreach effort.
- Any venues and/or communication platforms that will be used. Please consider what channels of communication your municipality already utilizes to communicate with residents.

We will use the same process as we did for other sanitary lateral replacement projects. An initial letter will be mailed to the property owners informing them of the project and if we do not receive a timely response, we'll continue to attempt to make in person contact. If necessary, another letter will be mailed to the property address. The Village will utilize raSmith for the communication, just as we did for the other lateral replacement projects completed. The Village has found this communication model effective.


JOSS PL
SHERIDAN DR
LEE PL
JACOBSON DR
THEODORE AVE
20 Theodore Ave Laterals Only
DARDIS AVE
DARDIS PL
HIAWATHA AVE
MARY CT
ANN AVE
APPLETON AVE
ARTHUR AVE
MAY AVE
ELSIE AVE
1 inch = 150 feet
0
200
400 Feet
N
W
E
S
STORM
STORM SEWER
STORM STRUCTURE
SANITARY
FORCE MAIN
TRUNK/INTERCEPTOR/STUB
MANHOLE
LIFT STATION
PROJECT AREA LIMITS
Project Area for Work Plan
Hiawatha Heights
Map Accuracy: National Map Accuracy Standards
Coordinate System: State Plane Coordinate System
Datum: North American Datum, 1983
Village Of Menomonee Falls

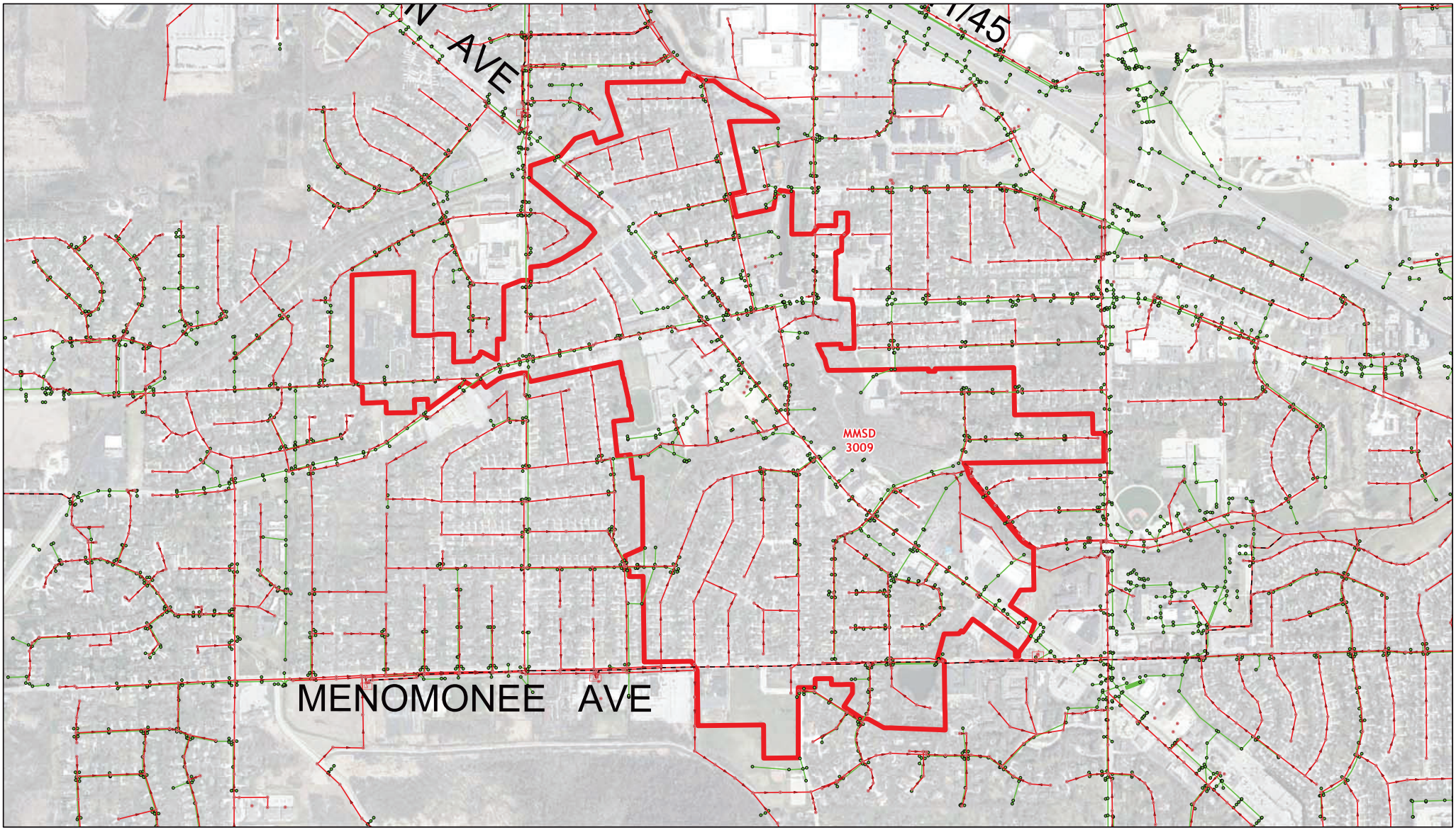



Brown AND Caldwell

Focus Area 4
Private Property I&I Reduction Project
Village of Menomonee Falls

2/12/2014

Path: P:\Ommsd\141420_PrivatePropertyIIReduction\6_GIS\15_MenomoneeFalls\FocusArea4_Figure.mxd




1 inch = 800 feet

0 250 500 1,000 Feet

N W E S

**STORM**
- STORM SEWER
- STORM STRUCTURE

**SANITARY**
- FORCE MAIN
- TRUNK/INTERCEPTOR/STUB
- MANHOLE

- LIFT STATION
- METERSHED

# Work Plan

## Metershed 3009

This map is intended for informational purposes only and does not replace the need for land or field survey. The Village of Menomonee Falls makes no representations regarding map accuracy or fitness for any use. This map does not represent an expressed or implied contract with the Village of Menomonee Falls. All parties must obtain the permission of the Village of Menomonee Falls before re-releasing this map or copies of the information displayed on or derived from it.

Map Accuracy: National Map Accuracy Standards

Coordinate System: State Plane Coordinate System

Datum: North American Datum, 1983

VILLAGE OF Menomonee Falls

Q:\projects\infoproj\common\Water Dept\Lead Lateral\MMSD Work Plan Submittal\Private Commercial 11x17 3009 Metershed.mxd

# Schedule

**Work Plan Approval**

| | |
|---|---|
| September 20, 2024 | Draft Work Plan Sent to MMSD |
| November 2024 | Draft Funding Agreement Sent to Menomonee Falls |
| December 2024 | Village Manager Approval of Financial Agreement |
| December 2024 | MMSD Work Plan Approval |
| January 2025 | Financial Agreement Fully Executed |

**Residential Notification**

| | |
|---|---|
| January 2025 | Project Notification and Inspection Notice Sent to Property Owners |
| March 2025 | Obtain final private property access agreements after initial letter and visit |
| Spring 2025 | Canvas for program participation and obtain final private property access agreements from those not previously signed |

**Plans, Specifications, and Bidding**

| | |
|---|---|
| January 2025 | Start Preparing Plans and Bid Documents |
| Spring 2025 | Finalize Plans and Bid Documents |
| June 2025 | Bid Opening for Construction Project |
| July 2025 | Award Construction Project to Contractor |

**Project Construction**

| | |
|---|---|
| Late Summer 2025 | Begin Construction Project |
| October 2025 | Substantial Completion of Project (Laterals Replaced) |
| November 2025 | Final Restoration Completed |

| | 2025 PPII Program on Theodore Avenue<br>Menomonee Falls | Project Manager - Hartjes, PE | Lead Design-Garon, PE | Engineering Tech, Mann | GIS - Beloit | Clerical | TOTAL |
|---|---|---|---|---|---|---|---|
| | Hourly Rate | $187 | $160 | $120 | $120 | $75 | |
| | Planning and Design Scope/Tasks | | | | | | |
| | Up to Bidding | | | | | | |
| | Plan Preparation(Exhibit and Mapping) | 1 | | 4 | 4 | | 9 |
| | Final Plan Preparation on Plan and Profile Sheets | | | | | | |
| | Specifications | 2 | 4 | | | 2 | 8 |
| | Quantities and Cost Estimates | 1 | 4 | | | 2 | 7 |
| | Final Bid Documents Review and Contractor Questions | 2 | 4 | | | | 6 |
| | Bid Opening | 1 | | | | | 1 |
| | **Total Hours** | 7 | 12 | 4 | 4 | 4 | 31 |
| | **Total Fee** | $1,309 | $1,920 | $480 | $480 | $300 | $4,489 |

Note: These costs assume this project is completed with another watermain project over the same limits and survey, CAD, Plans and specifications will be required with that project

## Menomonee Falls Watermain and PPII Program Costs for Theodore Ave.

**PROJECT: V. of Menomonee Falls - 2025 Watermain and PPII Replacement Program PROJECT #2210928**
**DATE: 9-19-24**
**BY: Troy Hartjes**

This represents Engineer's judgement based upon information received at date hereof. No representation is made that proposals, bids or costs received from contractors will compare favorably or proximately with this opinion. This is a preliminary opinion without
benefit of knowledge usually ascertained during design and construction plan development.

| NO. | ITEM | UNIT | QUANTITY | UNIT COST | ITEM COST |
|---|---|---|---|---|---|
| **Engineering and Construction Cost Estimates: Section 1 Lateral Replacements** | | | | | |
| 1 | Design and Contract Documents | LS | 1 | $5,000.00 | $ 5,000.00 |
| 2 | Pre-Bid Resident Communication/Canvassing | Hours | 70 | $130.00 | $ 9,100.00 |
| 3 | Post-Bid Resident Communication/Management | Hours | 70 | $130.00 | $ 9,100.00 |
| 4 | Construction Inspection | Hours | 224 | $120.00 | $ 26,880.00 |
| 5 | Post Bid MMSD Administration and Close-out | Hours | 80 | $130.00 | $ 10,400.00 |
| 6 | Relay Sanitary Lateral from Main to R/W (28) | LF | 1017 | $276.00 | $ 280,692.00 |
| 7 | Relay Sanitary Lateral from R/W to 3 Feet from House - Contingent Bid Item (28) | LF | 986 | $211.00 | $ 208,046.00 |
| 8 | Contractor house inspections, pre-construction | EA | 28 | $1,024.00 | $ 28,672.00 |
| 9 | Sanitary Lateral Connection Inside Building with Cleanout - Contingent Bid Item | EA | 23 | $2,604.00 | $ 59,892.00 |
| 10 | Sanitary Lateral Connection Outside Building with Cleanout - Contingent Bid Item | EA | 5 | $2,740.00 | $ 13,700.00 |
| 11 | Finished Basement Restoration - Contingent Bid Item | EA | 23 | $105.00 | $ 2,415.00 |
| 12 | Post Sanitary Lateral Televising - Contingent Bid Item | EA | 28 | $415.00 | $ 11,620.00 |
| 13 | Rock Excavating | CY | 50 | $230.00 | $ 11,500.00 |
| 14 | Sawcutting | LF | 1,700 | $2.00 | $ 3,400.00 |
| 15 | 4" Asphalt Trench Patch | SY | 500 | $61.00 | $ 30,500.00 |
| 16 | Lawn and Landscape Restoration-Sanitary | SY | 1800 | $10.00 | $ 18,000.00 |
| | | | | **PROJECT TOTAL** | ***$ 728,917.00*** |
| | | | | | |
| | | | | **Requested Value of Funding Agreement** | **$ 729,000.00** |

**Assumptions and Notes:**

**1) Unit Costs are based upon bids for similar projects including watermain and lateral replacements and then increased by approximately 5% to account for 2025 construction.**

**2)Past bids included projects with less service replacements (approx. 24 and 15); based on economy of scale for this project which includes 28 service replacements the costs seem in line with using average bids vs. high bid prices.**

**3) Previous comparable projects included work of multiple disciplines (roadway and underground utility); however, this project is soley utility wok which will make the project more competitively bid by utility contractors.**

**4) The quantities for Section 1 assume all parcels accepting work on private property.**

**5) Each lateral replacement will require a saddle and new connection as the main sanitary sewer.**

**6) Assumed 8 hours of inspection per lateral.**

**7) Assumed that houses are approximately 35' set back and sanitary main is in middle of 66' r/w and then bounced up 10%.**

**ATTACHMENT B**
**Agreement Deliverables**

Pre-Construction Deliverables (To be submitted as indicated prior to beginning of construction):

1. A minimum of a one week notice of any project meetings shall be provided to the District PM via email. In the event the District is unable to attend and participate, detailed meeting minutes shall be provided within five days of the meeting.
2. Draft specifications, plans, and bidding documents shall be submitted to the District PM via the District Municipal Portal in PDF or Word format a minimum of one week prior to bidding.
3. Final bid documents shall be provided to the District PM via the District Municipal Portal in PDF format for review and approval prior to advertisement of the contract for bid.
4. Bid results from all procurement processes associated with the project shall be provided to the District PM via the District Municipal Portal in PDF format upon close of the bid process prior to award of contract.
5. Submit a template Right of Entry (ROE) Agreement for District review prior to distribution to property owners for signatures via the District Municipal Portal in PDF or Word format. Each ROE Agreement secured by the Municipality shall include a provision allowing the District and Municipality to enter the property for a period of three years following construction for warranty inspections or project performance evaluations contingent on notification of the property owner.
6. Electronic copies of the executed contract documents shall be provided to the District PM prior to the Municipality's issuance of the Notice to Proceed via the District Municipal Portal in PDF format.

Construction Deliverables (To be submitted as indicated and will be reviewed with any reimbursement request):

7. All Contractor/consultant submittals to the Municipality shall be reviewed and approved by the municipal engineer or designee and supplied to the District prior to the commencement of the Work contained in the submittal via the District Municipal Portal in PDF format.
8. A minimum of a one week notice of any project meetings shall be provided to the District PM via email. In the event the District is unable to attend and participate, detailed meeting minutes shall be provided within five days of the meeting.
9. An accurate schedule of field activities shall be provided to the District PM via email or telephone call at least one week in advance of activity commencement.
10. Progress reports on project activities and public involvement activities shall be provided to the District PM via email on a monthly basis.
11. Quality control and quality assurance (QA/QC) reports and testing results that are documented by the Contractors and Municipality's field engineer/inspector shall be submitted to the District PM via the District Municipal Portal in PDF format on a monthly basis or with a reimbursement request, whichever occurs more frequently. All QA/QC submittals shall include a summary tabulation by property indexed by tax ID number with review confirmation by the Municipality's engineer.

12. Inspection reports from the field engineer for work completed shall be submitted to the District PM via the District Municipal Portal in PDF or spreadsheet format on a monthly basis or with reimbursement request, whichever occurs more frequently.
13. All construction contract deliverables organized, formatted, and delivered as specified by the contract as approved by the District. Samples of deliverable formats are recommended to be provided to the District prior to construction.

Post-Construction Deliverables (To be submitted prior to final reimbursement being processed):

14. The Final Project Summary Report shall be submitted to the District PM via the District Municipal Portal in PDF format. prior to the final reimbursement request. The template that must be used can be found on the District's website: Project Summary Report Template (https://www.mmsd.com/government-business/rules-regulations/private-property-i-i).
15. Copies of the executed Right of Entry or access agreements for each homeowner shall be submitted to the District PM as one document via the District Municipal Portal in PDF format.
16. Documentation of the limits of the lateral replacement(s) expressed in text and graphics (map overlay) shall be provided to each participating property owner and copied to the District. The document shall include disclosure of all known deficiencies in the lateral(s) that were not remedied and the responsibilities of the property owner. Documents shall be provided to the District as one document via the District Municipal Portal in PDF format.
17. Municipality will be responsible for providing pre-and post Work flow monitoring data.
18. The Municipality shall provide documentation of the resolution of all punch list items of the Municipality and the District.
19. Through a spreadsheet using the District template (provided by the District), submission of participating parcels information including without limitation: property tax id., address, and column categories of Work performed by property following the District template form data fields and format. The document shall be provided to the District via the District Municipal Portal in an Excel format.
20. Photo documentation of project work in jpeg format provided to the District via the District Municipal Portal in a zipped file.
21. Following completion of the Work, the Municipality shall complete a survey of all property owner participants, compile the results, and submit the survey forms and results to the District via the District Municipal Portal. The survey form shall be submitted in PDF format and the survey results should be summarized in a spreadsheet format.
22. Provide all post-construction CCTV inspection videos to the District via t4 Vault with associated metadata.

**ATTACHMENT C**
**Requirements of Contractor**

Contractor's Work under this Contract is funded in whole or in part by the Milwaukee Metropolitan Sewerage District's Private Property Infiltration and Inflow Program ("Program"). Pursuant to the terms of the Program, the following terms and conditions must be included in all construction contracts. Defined terms shall have the meaning assigned to them in the Funding Agreement between the District and the Municipality, which shall be provided to Contractor upon request. If a term or condition set forth herein conflicts with the terms and conditions set forth in the bid documents, the terms and conditions below take precedence.

1. **Contractor Emergency Response Plan.** Within 14 days of the Notice to Proceed from Municipality, the Contractor shall submit to the Municipality and the District an Emergency Response Plan (ERP). This plan shall include at a minimum the following information: (1) the Contractor's site representative that will be responsible for all emergency calls, 24 hours per day/7 days per week for the duration of the project with all of their contact information; (2) the contact information for the Contractor's foreman; (3) the contact information for each municipal representative that the Contractor will contact in the event of an emergency; (4) the contact information for the District's Senior Project Manager; (5) the contact information for the Clean Up/Dig Up contractor that will be on-call for emergencies throughout the duration of this project; and (6) a detailed narration of the step-by-step sequence of events and communications that the Contractor will take in the event of an emergency throughout the duration of this project.
2. **Warranty**: All Work performed under this Contract shall be warranted by Contractor for a period of no less than three years from substantial completion of the Work. The warranty shall be enforceable by each of the Municipality, the District as funder, and the homeowner as it relates to a particular property. Contractor shall perform a warranty inspection at least three months prior to the end of the warranty period.
3. **Retainage:** Retainage shall be held by Municipality in compliance with Wis. Stats. § 66.0901(9)(b) and shall not be released until the Work is complete, inclusive of the warranty inspection.
4. **Warranty Inspection**: Contractor shall complete a warranty inspection via third party of the Work, via CCTV or other method approved in advance by the Municipality and the District, at least 90 days prior to the warranty expiration. All inspection results, including video and associated files with Pipeline Assessment Certification Program (PACP) coding, shall be provided to the Municipality and the District within 15 days of inspection. The retainage portion of this Contract shall not be paid until the warranty inspection is complete. Contractor's obligations to perform a warranty inspection shall survive termination of this Contract.
5. **Reporting:** For a period of 10 years post substantial completion of the Work, if the Contractor becomes aware of any problems arising with the Work, Contractor shall notify the Municipality and the District.
6. **Assignment**: The Municipality's obligations under this Contract are fully assignable to the District. The Contractor's consent is not required prior to the Municipality's assignment and the District's assumptions of Municipality's rights hereunder.

**ATTACHMENT D**
**Template: Contractor Application for Payment**

# Contractor's Application For Payment No. _____

| | | |
|---|---|---|
| | Application Period: | Application Date: |
| To (Owner): | From (Contractor): | Via (Engineer) |
| Project: | Contract: | |
| Owner's Contract No.: | Contractor's Project No.: | Engineer's Project No.: |

## APPLICATION FOR PAYMENT

**Change Order Summary**

| Approved Change Orders | | |
|---|---|---|
| Number | Additions | Deductions |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| TOTALS | | |
| NET CHANGE BY CHANGE ORDERS | | |

1. **ORIGINAL CONTRACT PRICE** ..... $ _____
2. **Net change by Change Orders** ..... $ _____
3. **CURRENT CONTRACT PRICE (Line 1 ± 2)** ..... $ _____
4. **TOTAL COMPLETED AND STORED TO DATE (Column F on Progress Estimate)** ..... $ _____
5. **RETAINAGE:**
   a. _____ % x $_____ **Work Completed** ..... $ _____
   b. _____ % x $_____ **Stored Material** ..... $ _____
   c. **Total Retainage (Line 5a + Line 5b)** ..... $ _____
6. **AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c)** ..... $ _____
7. **LESS PREVIOUS PAYMENTS (Line 6 from prior Application)** ..... $ _____
8. **AMOUNT DUE THIS APPLICATION** ..... $ _____
9. **BALANCE TO FINISH, PLUS RETAINAGE (Column G on Progress Estimate + Line 5 above)** ..... $ _____

## CONTRACTOR'S CERTIFICATION

The undersigned Contractor certifies that: (1) all previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to Owner indemnifying Owner against any such Liens, security interest or encumbrances); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

| By: | Date: |
|---|---|
| | |

Payment of: $_____
(Line 8 or other - attach explanation of other amount)

is recommended by: _____ _____
(Engineer) (Date)

Payment of: $_____
(Line 8 or other - attach explanation of other amount)

is approved by: _____ _____
(Owner) (Date)

Approved by: _____ _____
Funding Agency (if applicable) (Date)

EXAMPLE ONLY
DO NOT COPY

## Progress Estimate

# Contractor's Application

| For (contract): | Application Number: |
|---|---|
| Application Period: | Application Date: |

| A | | B | Work Completed | | E | F | | G |
|---|---|---|---|---|---|---|---|---|
| Item | | | C | D | | Total Completed | % | Balance to |
| Specification Section No. | Description | Scheduled Value | From Previous Application (C + D) | This Period | Materials Presently Stored (not in C or D) | and Stored to Date (C + D + E) | (F) / B | Finish (B - F) |
| | | | | | | | | |
| | Totals | | | | | | | |

EXAMPLE ONLY
DO NOT COPY

**Village Board - Regular** **9. b.**

| | |
|---|---|
| **Meeting Date:** | 01/06/2025 |
| **Topic:** | Development Agreement for Evergreen Fields Subdivision Phase V |
| **From:** | Tom Hoffman, Director of Engineering & Development |
| **Department:** | Engineering Services |
| **Date of Committee Action (if required):** | 01/06/2025 |
| **Date of Village Board Action (if required):** | 01/06/2025 |

## Information

**Subject:**

Consideration of a Development Agreement between VH Evergreen Fields LLC and the Village of Menomonee Falls for the Evergreen Fields Subdivision, Phase V.

**Background Information:**

This Development Agreements is for Evergreen Fields Subdivision, Phase V a Planned Residential Development (PRD) located along Silver Spring Drive which is on the land of the former Helman's Driving Range. This subdivision consists of 23 residential lots and this Development Agreement is for the installation of public infrastructure such as sanitary, water main, storm sewer, roads, etc.. The Developer will pay all costs to install the public infrastructure for this development and dedicate them to the Village at no cost to the Village. The Developer will also reimburse the Village for all costs associated with review, construction management and inspection.

**Key Issues for Consideration:**

**Action By Committee or Village Board:**

Village Staff recommend that the Village Board approve the Development Agreement between VH Evergreen Fields LLC and the Village of Menomonee Falls for the Evergreen Fields Subdivision, Phase V.

## Attachments

Development Agreement - Evergreen Fields Subdivision Phase V

DEVELOPMENT AGREEMENT
Evergreen Fields Phase V

This Development Agreement ("AGREEMENT") is between: VH Evergreen Fields LLC, a Wisconsin Limited Liability Company, with a business address of 6801 S. Towne Drive, Madison, WI 53713 ("Developer"); and the Village of Menomonee Falls, a municipal corporation of the State of Wisconsin, located in Waukesha County (the "Village"). It is based upon the following:

A. Developer is the owner of approximately 21.36 acres of land in the Village. This land is located in the SE ¼ of the NW ¼ of Section 32, Town 8 North, Range 20 East; and further described in Exhibit "A" attached to this Agreement (the "Property" or "Subdivision").

B. Developer has submitted for the Village's approval a proposed preliminary plat for development of the land into a subdivision. A copy of the proposed preliminary plat is attached as Exhibit "B".

C. Developer desires to develop the Property for residential purposes.

1. The Property is presently zoned PRD, Planned Residential Development District. The zoning classification allows such development.

2. The Property is currently classified as Medium-Density Residential Development between 2 and 6 dwelling units per net developable acre) on the Village land use plan. The land use classification allows for such development.

D. One of the purposes of this Agreement is to avoid the harmful effects of premature land development, which leaves land undeveloped and unproductive, while at the same time making possible the further development of the Property, which cannot be developed under Village Ordinances unless and until the required public improvements provided in this Agreement are constructed.

E. The Village's budget and public works schedule do not include the installation of improvements that are reasonably necessary and required for the proposed development of the Property. There thus would be a substantial delay in the construction and installation of such improvements but for this Agreement. Also, the proposed development of the Property would impose substantial burdens upon the Village, which can appropriately be mitigated by this Agreement.

F. Section 236.13(2)(am)1.a of the Wisconsin Statutes provides that as a condition of plat or CSM approval, the Village may require a developer to make and install or to have made and installed any required private improvements and contemplated any public improvements that are reasonably necessary or to provide a security in the form of a financial guarantee to ensure that those improvements will be made within a reasonable time.

G. Section 236.13(2)(am)1.a of the Wisconsin Statutes provides that the Village's acceptance of the Developer's dedication of public streets, alleys or other ways may be conditioned upon the construction of such improvements according to Village Specifications and without cost to the Village.

H. Section 236.45(2) of the Wisconsin Statutes empowers the Village to adopt ordinances governing the development of land that are more restrictive than the provisions of Chapter 236 of the Wisconsin Statutes, and the Village has done so.

I. Chapter 94 of the Municipal Code of the Village of Menomonee Falls regulates division of land within the Village and provides that approval of a final PLAT by the Village Board shall be conditioned upon installation of all improvements required by Chapter 94 or in the alternative upon the execution of a contract between the Developer and the Village with sufficient security in the form of a financial guarantee to ensure the installation of all improvements required by Chapter 94.

J. This Agreement is entered into in fulfillment of these statutory and ordinance requirements. Developer agrees to develop the Property in accordance with this Agreement, all Village ordinances, all laws and regulations governing said development, conditions approved by the Village Plan Commission and Village Board of Trustees, and conditions of certain agencies and individuals with Waukesha County.

**NOW, THEREFORE**, based on the above, the parties agree as follows:

**Section I. Improvements.**

A. Streets.

1. Before beginning construction of improvements, the Developer shall provide the Village with construction plans which are sealed and signed by the Developer's Engineer. All public street plans shall conform to all federal, state, county and Village specifications, regulations and ordinances.

2. The design and construction plans for the streets shall be reviewed and approved by the Village Engineering Department, and all applicable street access permits received from Waukesha County and/or Wisconsin Department of Transportation prior to starting construction.

3. Developer shall grade and surface all planned streets in accordance with the Preliminary Plat, plans, specifications and drawings on file in the Village and established standards of the Village as directed by the Village Director of Engineering and Development.

4. Developer shall construct, install, furnish and provide curb and gutter or such other facilities necessary to provide adequately for surface water drainage and safety of the public, in accordance with plans, specifications and drawings on file in the Village and established standards of the Village as directed by the Village Director of Engineering and Development.

5. Construction of the streets shall include the installation and/or reconstruction of streets, shoulders, and drainage facilities in adjacent and abutting rights of way as directed by the Village and/or Waukesha County to accommodate the Subdivision and to provide suitable transitions into such adjacent and abutting rights of way from the Subdivision.

6. With the exception of the bituminous concrete surface course for the streets, all streets shall be completed before approval of the Final Plat per Section VI of this agreement. However, notwithstanding the previous sentence, in no case shall the streets, with the exception of the bituminous concrete surface course, be completed later than one year from the date of this Agreement. The Director of Engineering and Development may extend this deadline in up to one year increments upon receipt of a formal written request by the Developer.

7. The finished bituminous concrete surface course shall be installed at least twelve (12) months after construction of the bituminous concrete binder course, but no later than October 15, 2026. Prior to construction of the final bituminous concrete surface course, all repairs and restoration of damaged or deficient bituminous concrete binder course, curb and gutter sections, water valve boxes, sewer manholes, and storm inlet structures shall be completed at Developer's sole expense.

8. The developer shall maintain the public streets until the warranty of the final bituminous concrete surface course has expired. Snow Plowing operations may be completed by the Village on behalf of the Developer as identified in Section II, Paragraph C.

9. In addition to any obligations imposed in any other provision of this Agreement, the Developer shall have ultimate responsibility for cleaning up any and all mud, dirt, stone or debris on the streets until such time as the erosion control permit issued for the subdivision has been closed. If Village streets have not been kept free of mud, dirt stones or debris as required by this section or any other provision of this Agreement, the Village shall notify the Developer. The Developer shall clean up the streets within twenty-four hours after receiving such notice from the Village. If the Developer fails to clean up the mud, dirt, stone or debris in a timely manner after receiving notice from the Village, the Village shall have the option, at its discretion, to take whatever action it deems necessary to remedy the situation, and to impose a special charge under Section 66.0627 of the Wisconsin Statutes in an amount equal to the total amount of any costs incurred by the Village.

B. Sanitary Sewer

1. Before beginning construction of improvements, the Developer shall provide the Village with construction plans which are sealed and signed by the Developer's Engineer. All sanitary sewer facilities and plans shall conform to all federal, state, county and Village specifications, regulations and ordinances.

2. The design and construction plans for the sanitary sewer facilities shall be reviewed and approved by the Village Engineering Department, and all approvals received from the Wisconsin DNR, the Milwaukee Metropolitan Sewerage District (MMSD), Village of Lannon and Village of Sussex prior to starting construction.

3. The Developer shall construct, install, furnish and provide a complete sewerage system up to and including 15 inch diameter sanitary sewer and all

appurtenances, throughout the entire Subdivision, all in accordance with plans, specifications, and drawings on file with the Village and with established standards of the Village as directed by the Director of Engineering and Development.

4. Sanitary sewers shall be designed and installed to the limits as directed by the Village, with sizes, slopes, and elevations to accommodate the development of adjacent lands.

5. Construction of the sanitary sewer system must be completed to the point of substantial completion before the approval of the Final Plat per Section VI of this agreement, but in no case shall the sanitary sewer system be completed, dedicated and accepted later than one year from the date of this Agreement.

6. Upon the Village's inspection, cleaning, televising and concurrence that all punchlist items have been completed for the sanitary sewer system improvements, the Developer shall promptly take all necessary actions to connect and otherwise render such improvements usable. The Village will complete this sanitary sewer cleaning and televising at the Developer's cost.

7. The Developer shall provide at no cost to the Village easements for municipal sanitary sewer facilities as required by the Village. The size and limits of these easements shall be as identified on the approved construction plans and Final Plat. The Developer shall execute an easement document acceptable to the Village which authorizes the Village to utilize any paved or unpaved street or roadway as necessary to complete any maintenance or repair of the municipal sanitary sewer facilities.

   a. If it becomes necessary for the Village to repair or reconstruct these facilities, the Village will complete the work and backfill all trenches to the proposed grade as shown on the approved master grading plan. Paved easement areas will be backfilled to finish grade with granular material only. Unpaved easement areas will be restored with topsoil, seed, fertilizer and mulch.

   b. Except for the work performed by the Village under the preceding paragraph, all other surface restoration which may be required will be the responsibility of the property owners. This includes, but is not limited to restoration of the pavement, curb, culverts, headwalls, ditches, shrubs or trees that have been disturbed, removed or damaged during construction, reconstruction, and or repair operations.

C. Water System

1. Before beginning construction of improvements, the Developer shall provide the Village with construction plans which are sealed and signed by the Developer's Engineer. All public water facilities and plans shall conform to all federal, state, county and Village specifications, regulations and ordinances.

2. The design and construction plans for the municipal water system shall be reviewed and approved by the Village Engineering Department, and all approvals received from the Wisconsin DNR prior to starting construction.

3. Developer shall construct, install, furnish and provide a complete system of water distribution up to and including 16 inch diameter water main and all appurtenances throughout the entire Subdivision, in accordance with the plans, specifications and drawings on file in the Village and with established standards of the Village as directed by the Village Director of Engineering and Development.

4. Water mains shall be designed and installed to the limits as directed by the Village with sizes to accommodate the development of adjacent lands.

5. Construction of the water distribution system will be completed to the point of substantial completion before the approval of the Final Plat per Section VI of this agreement, but in no case shall the water distribution system be completed, dedicated and accepted later than one year from the date of this Agreement.

6. Upon the Village's inspection, water sampling, testing and concurrence that all punchlist items have been completed for the public water system improvements, the Developer shall promptly take all necessary actions to connect and otherwise render such improvements usable. The Village will complete this inspection, testing and sampling at the Developer's cost.

D. Storm Sewer and Surface Water Drainage

1. Before beginning construction of improvements, the Developer shall provide the Village with construction plans which are sealed and signed by the Developer's Engineer. All surface and storm water drainage facilities and master grading plans shall conform to all federal, state, county and Village specifications.

2. The design and construction plans for the storm water drainage facilities shall be reviewed and approved by the Village Engineering Department prior to starting construction.

3. The Developer shall construct, install, furnish and provide adequate facilities for storm and surface water drainage throughout the entire Subdivision and grading and paving of the site in accordance with an approved grading plan providing for sump pump discharge via tile or open swale, to a public right of way or to an approved municipal drainage easement, in accordance with the plans, specifications and drawings on file in the Village and established standards of the Village as directed by the Director of Engineering and Development. The established standards of the Village include, but are not limited to, the following requirements:

   a. Storm sewers shall be designed to accommodate a storm having a minimum recurrence of ten years in accordance with the Village's *Standards and Requirements for Development*.

   b. Storm sewer flow shall be supplemented by overland flow to accommodate the one hundred-year rainfall event in such a manner that will not adversely affect life or property and to convey drainage to the stormwater detention facilities in accordance to the approved Stormwater Management Plan for the Subdivision. Where the overland

flow path does not drain to the stormwater detention basin, the storm sewer shall be designed to accommodate the 100-year storm event.

c. All drainage facilities shall be designed for ultimate development of tributary areas.

d. Proper facilities shall be provided to transmit the surface drainage from the Subdivision to a street, waterway or dedicated easement that has adequate capacity to accept and transmit the anticipated flows from the Subdivision and from adjacent lands.

e. The entire property in this Phase shall be graded in accordance with the standards set forth in Exhibit E.

4. Storm water detention shall be provided in accordance with the requirements of the Milwaukee Metropolitan Sewerage District (MMSD) and with the Village's Stormwater Management Ordinance. Stormwater detention facilities must also comply with the Wisconsin Department of Natural Resources requirements for water quality. All storm water retention and detention basins shall be constructed with an impervious liner including bottom and sides to the 100-year high water elevation.

5. Construction of the surface and storm water drainage facilities, including all required grading work, shall be completed to the point of substantial completion before the approval of the Final Plat per Section VI of this agreement, but in no case shall the storm and surface water drainage facilities be completed later than one year from the date of this Agreement.

6. Each stormwater detention basin shall be contained in an outlot. The owners of the lots in the subdivision shall each own an equal undivided fractional interest in all outlots and shall be liable for the maintenance of the stormwater detention facilities in accordance with the Stormwater Permit issued for this subdivision and recorded with Waukesha County on the Property.

7. Only storm water drainage facilities in public road rights-of-way and public easements shall be dedicated to the Village in accordance with Section II.A of this Agreement. All detention basins and drainage swales in outlots, private drainage easements, and on private property shall remain in the sole ownership and responsibility of the Developer, his heirs, successors and assigns, and future lot owners. Drainage easements are to be maintained by the developer until stabilized with grass.

8. The Developer shall provide at no cost to the Village easements for municipal storm sewer facilities as required by the Village. The size and limits of these easements shall be as identified on the approved construction plans and Final Plat. The Developer shall execute an easement document acceptable to the Village which authorizes the Village to utilize any paved or unpaved street or roadway as necessary to complete any maintenance or repair of the municipal storm sewer facilities.

a. If it becomes necessary for the Village to repair or reconstruct these facilities, the Village will complete the work and backfill all trenches to

the proposed grade as shown on the approved master grading plan. Paved easement areas will be backfilled to finish grade with granular material only. Unpaved easement areas will be restored with topsoil, seed, fertilizer and mulch.

b. Except for the work performed by the Village under the preceding paragraph, all other surface restoration which may be required will be the responsibility of the property owners. This includes, but is not limited to restoration of the pavement, curb, culverts, headwalls, ditches, shrubs or trees that have been disturbed, removed or damaged during construction, reconstruction, and or repair operations.

E. Sidewalk

1. Before beginning construction of improvements, the Developer shall provide the Village with construction plans which are sealed and signed by the Developer's Engineer. All sidewalk plans shall conform to all federal, state, county and Village specifications, regulations and ordinances.

2. The design and construction plans for the sidewalk shall be reviewed and approved by the Village Engineering Department prior to starting construction.

3. Developer shall grade, construct, install, furnish and provide all sidewalk in accordance with the Preliminary Plat, plans, specifications and drawings on file in the Village and established standards of the Village as directed by the Village Director of Engineering and Development.

4. All sidewalk shall be substantially complete before the approval of the Final Plat per Section VI of this agreement. However, notwithstanding the previous sentence, in no case shall the sidewalk be completed later than one year from the date of this Agreement. The Director of Engineering and Development may extend this deadline in up to one year increments upon receipt of a formal written request by the Developer.

F. Street Signs.

All materials, labor and equipment to install street signs, stop signs, and other required signs and posts shall be supplied by the Village Department of Public Works with funds to be provided by the Developer. All materials, labor and equipment to install Type III barricades at all 'dead-end' streets that are planned by the Village to be extended or connected to other streets in the future shall be supplied by the Village Department of Public Works with funds to be provided by the Developer.

G. Street Lights.

Streetlights shall be LED Rectangular Fixtures on Fiberglass poles and shall be installed at each street intersection and in locations deemed necessary by the Village Engineering Department. The Village will obtain a proposal from We Energies to install the street lighting. All funds for the street lighting installation

and deposit to cover the cost of the additional facilities charge associated with the fiberglass pole installation shall be provided by the Developer.

H. Survey Monuments

The Developer shall place and install all survey or other monuments required by statute or ordinance prior the recording of the Final Plat per Section VI of this agreement. The financial guarantee set forth in Section III.A below includes the sum of one hundred dollars ($100.00) per lot as a financial guarantee that such monuments will be placed within the time required.

I. Utilities (Gas, Electric, Telephone, Cable TV, etc.)

Plans for the installation of utilities shall be approved by the Village of Menomonee Falls, and the installation of such utilities shall be in accordance with Village's utility permit requirements and ordinances. The Developer shall pay for all costs for the installation of utilities.

J. Other Jurisdictions:

Areas of the Subdivision under the jurisdiction of other agencies, such as the Milwaukee Metropolitan Sewerage District, Waukesha County Department of Public Works, the State of Wisconsin Department of Transportation, the State of Wisconsin Department of Natural Resources or the U.S. Army Corps of Engineers, shall be developed in conformance with the requirements of those agencies.

K. Quality of Work.

1. All work performed under the provisions of this Agreement shall be done in a workmanlike manner in accordance with the Wisconsin Standard Specifications for construction and established standards and specifications of the Village as directed by the Director of Engineering and Development.
2. The Village Engineer may make reasonable changes to the construction plans for any of the public improvements that are necessary to correct oversights, omissions, and errors, to compensate for changing site conditions, or to complete fully the work in accordance with sound engineering practices. Developer shall perform the work as changed entirely at its expense without claim for reimbursement.

L. Existing Rubbish and Structures

1. Developer shall remove and lawfully dispose of all rubbish, homes, barns, outbuildings, structures, driveways, private water or sanitary sewer systems and any related appurtenances and foundations which are located or found on the Property. All laterals must be abandoned as required for the project in accordance with the requirements of the Village Utility Department.
2. If the Developer fails to remove all existing rubbish, homes, barns, outbuildings and structures from the Property within sixty (60) days following issuance of a grading permit and/or erosion permit for the Subdivision, the Village may, at its sole discretion, place a stop work order on the construction

of the subdivision until such time as such rubbish and structures on any property in the Subdivision are properly removed.

**Section II. Dedication and Acceptance.**

A. Upon Completion by Developer.

1. Subject to all of the other provisions of this Agreement and the appendices referred to herein, after completion of all of the above-described public improvements, the Developer shall, without charge to the Village, unconditionally give, grant, convey, and fully dedicate the same to the Village, its successors and assigns, forever, free and clear of all encumbrances whatever, together with, including without limitation because of enumeration, all land, buildings, structures, mains, conduits, pipes, lines, and appurtenances which may in any way be a part of or pertain to such improvements and together with any and all necessary easements for access thereto. These public improvements shall be considered dedicated to the Village upon recording of the Final Plat, however, dedication shall not constitute acceptance of any improvement by the Village.

2. When all public improvements are completed and acceptable to the Village as called for under this Agreement and all items in Exhibit C are complete, such public improvements will be formally accepted by the Village Board. A document for formal Dedication and Acceptance shall be recorded with the Waukesha County Register of Deeds. After acceptance of the dedication, the Village shall have the right to connect or integrate other water or other facilities with those provided here-under as the Village decides, with no payment or award to, or consent required of, the Developer. Claims of financial hardship by the Developer shall not be considered a reason for the Village to accept substandard materials or work.

B. Completion by Village Following Developer Default

1. If Developer does not complete the installation of and dedication of improvements by the dates established herein, the Village is authorized to take one or more of the following actions:

   a. Pursuant to subsection (C) of Section III below, the Village may complete and take title to said improvements. The Village is authorized to take this action in addition to any remedy available to the Village under the financial guarantee. The decision by the Village to take this action shall not constitute a waiver of any remedy under the financial guarantee.

   b. Upon notice to the Developer and its issuer or holder of the financial guarantee provided pursuant this Agreement pursue one or more of the remedies available under the financial guarantee.

2. The issuer or holder of said financial guarantee shall pay to the Village all costs for such completion including, but not limited to, materials, construction, legal fees, financing costs, engineering, inspection and administrative costs, upon demand.

3. If the issuer or holder of said financial guarantee fails in whole or in part to take any actions required in this subsection (B) or by the financial guarantee, in addition to its' other remedies, the Village at its' sole discretion shall be empowered without notice of hearing, to impose a special assessment upon any and all property in the Subdivision for the amount of the completion costs, payable with the next succeeding tax roll.

C. Village Responsibility for Improvements

The Village shall not be responsible to perform any repair or maintenance on any improvements until they are dedicated and accepted by the Village Board. At the discretion of the Village, snow plowing operations may occur on behalf of the Developer within the subdivision prior to final dedication and acceptance of the surface course of asphalt. The Developer acknowledges the benefit of the snow plowing operations and will be responsible for any maintenance or repair to the Improvements caused from the snow plowing operations.

**Section III. Developer Guarantee.**

A. Satisfactory Financial Guarantee.

1. Before the start of construction, the Developer shall file with the Village Director of Engineering & Development one of the following as a financial guarantee to the Village as assurance for the faithful performance of and payment for any and all work to be performed pursuant to this Agreement:

   a. a bond in the form as attached as Exhibit "F",

   b. an irrevocable letter of credit, or

   c. cash on deposit

2. Such financial guarantee shall be approved by the Village Attorney and shall be in the amount identified on the attached Exhibit "D" and described as "Total Funds Required for Financial Guarantee". The amount shall be sufficient to fund all financial guarantees required under this Agreement.

3. If the Developer provides an irrevocable letter of credit, Developer shall maintain the letter of credit during the term of this Agreement and shall provide the Village with proof of renewal of the letter of credit at least sixty (60) days prior to the expiration date, if any, of the letter of credit. The failure to provide proof of renewal shall constitute a default under this Agreement.

4. The financial guarantee provided under this subsection may include the post-completion guarantee required under subsection (D) below.

B. Reduction and Release of Guarantee.

1. From time to time, as work is completed and inspected, and as proper invoices are presented for completed work, the Village may authorize reductions in the amount of the financial guarantee held by the Village, in accordance with the Village's current procedures for such reductions.

Requests sent to the Village for reductions to the financial guarantee will not relieve the Developer of the obligations identified in this Agreement.

2. Any financial guarantee provided by Developer pursuant to this Agreement shall be in full force and effect and shall not expire until 14 months after substantial completion of the public improvements, which shall be the time the binder course is installed on roads to be dedicated and 90% completion of each other public improvement by cost.

C. Village Remedies upon Developer Default.

1. If Developer should be adjudged bankrupt, or if it should make a general assignment for the benefit of its creditors, or if it or its contractors should disregard statutes, ordinances, regulations, orders, or the instruction of the Village Building Inspector or the Director of Engineering and Development, or upon failure of performance by Developer or Developer's contractor or sub-contractors to construct, install, furnish and provide any improvement required under this Agreement, or upon any other Developer default or failure to perform under any provision of this Agreement, the Village, upon the certificate of the Director of Engineering and Development that sufficient cause exists to justify such action, without prejudice to any other right or remedy of the Village, including the right to damages or any other remedy available under the financial guarantee, and after giving Developer and its issuer or holder of the financial guarantee provided pursuant to this Agreement at least fifteen (15) days' written notice and opportunity to cure, may (i) enter and take occupancy of the Property as is necessary to finish the work, (ii) take possession of the premises and of all materials thereon as is necessary to finish the work, and (iii) draw upon any letter of credit or other financial guarantee posted or filed by Developer and finish the work by whatever method the Village may deem expedient. Developer shall pay Village the entire cost of so completing the work if funds available from any letter of credit or other financial guarantee posted by the Developer are insufficient to cover the entire cost.

2. Whether or not the Village Board elects to take charge of the work, Developer shall be liable to Village for its damages sustained by Developer's failure to complete the work on time in addition to the cost of completion of the work.

D. Post-Completion Guaranty, Warranty and Financial Guarantee.

1. To ensure the good quality of materials, workmanship and maintenance of the public improvements, as required pursuant to Village ordinance and this Agreement, the Developer shall provide the guaranty and warranty set out in paragraph (2) below and the post-completion financial guarantee as required in paragraph (3) below.

2. Post-Completion Guaranty and Warranty

a. The Developer guarantees the required public improvements in the Subdivision for a period of fourteen months after the date the public improvements are substantially completed, which shall be the time the

binder course is installed on roads to be dedicated and 90% completion of each other public improvement by cost.

b. The Developer further warrants the required public improvements in the Subdivision for a period of one year after the date the document for formal dedication and acceptance of the improvements by the Village Board is recorded with the Waukesha County Register of Deeds.

3. Post-Completion Financial Guarantee

a. Unless the Developer has provided it as a part of the financial guarantee required under subsection (A) above, the Developer shall, within five business days of the date of substantial completion, provide a post-completion guarantee bond in a form approved by the Village Attorney and containing the additional provisions noted below.

(1) The post completion financial guarantee shall be in an amount totaling 10 percent of the total cost of the completed public improvements plus the estimated amount of any uncompleted public improvements as determined by the Village Director of Engineering and Development.

(2) The financial guarantee shall be for a period of fourteen months after the date of substantial completion of the public improvements.

(3) The Village shall have access to such funds and the right at its' sole discretion to call or draw upon such funds to correct or repair any defect or deficiency if the Developer fails to honor this guarantee to the satisfaction of the Village. The date the public improvements are considered substantially completed shall be the date as determined by the Director of Engineering and Development that ninety percent of the public improvements by cost are completed and the improvements have been completed to the satisfaction of the Director of Engineering and Development.

b. The Village Director Engineering and Development shall give Developer, and the issuer or holder of the aforesaid financial guarantee at least fifteen (15) days' written notice and opportunity to cure or such lesser time as may be called for in the financial guarantee before calling or drawing upon the financial guarantee or acting to correct or repair any defect or deficiency, except that nothing shall preclude the Village in the event of an emergency from acting within a lesser period of time, with or without written notice, to correct or repair any defect or deficiency in any improvement provided pursuant to this Agreement. The Developer agrees for itself and for any contractor it retains to do any work in the development that the Village at its sole discretion shall determine which events constitute an emergency.

## Section IV. Method of Improvement.

A. The Developer shall only engage contractors for work included in this Agreement who are pre-qualified by the Village to perform the work.

B. The Developer shall use materials and make the various installations in accordance with the Village approved plans and specifications made a part of this Agreement by reference and including those standard specifications as the Village Board or its commissions may have adopted and published prior to this date.

C. Access to or withdrawal by Developer of all or any part of escrowed or secured funds required under Section III of this Agreement shall be permitted only with the approval of the Village.

## Section V. Issuance of Building Permits.

A. General restrictions on the Issuance of Building Permits.

Building permits shall not be issued for lots within the Subdivision until the recording of the Final Plat per Section VI of this agreement, however one permit may be issued prior to the recording if all improvements have been completed and the plat is being routed for signature.

B. Additional Restrictions on the issuance of Building Permits based on access to water and sewer.

1. Subject to Paragraph 2 below, no building permit will be issued for the construction of a residential building for which municipal water and sanitary sewer are not immediately available and in service; nor will such permit be issued unless the lot abuts upon a passable graded roadway which will allow proper and ready access for fire, police and other Village services.

2. In areas where Village sewer and water are not available, an approved well system and approved septic system can be used in lieu of municipal sewer and water; however, a passable graded road must abut such lot that will allow proper and ready access for fire, police and other Village services.

C. If permits for construction of homes are issued by the Village prior to acceptance of the dedication of all improvements by the Village per Section II(A) above, it is understood that the Village will assume no liability for any damages which may occur to the municipal improvements, and the Developer agrees that any such damages shall be repaired at his sole expense to the complete satisfaction of the Village.

## Section VI. Plat Approval and Recording.

A. Conditional Approval.

Approval of the Final Plat of the Subdivision will be conditioned upon completion of the following:

1. Compliance with all provisions of Wis. Stats. § 236.13 and Chapter 94-52 through 94-54 of the Village's Municipal Code.

2. The filing with the Village Clerk and acceptance by the Village of a satisfactory financial guarantees in accordance with Section III for such purpose in accordance with the terms of this Agreement.

3. Substantial completion of each of the public improvements set forth in Section I of this Agreement. For public improvements required in Section I.A., substantial completion shall consist of installation of the asphalt or concrete binder course on the roads to be dedicated. For all other improvements in Section I, substantial completion shall occur at which time 90 percent of each particular public improvement by cost is completed, as determined by the individual cost estimates set forth in Exhibit D of this Agreement.

B. Approval Procedure.

Developer agrees that if any of the requirements in subsection A are not completed within sixty (60) days after it submits the final plat for approval that the time for approval may be extended pursuant to Wis. Stat. § 236.11(2)(a) until the requirements are completed.

C. Recording.

If the Final Plat is conditionally approved, the Developer and Village agree that the approved Final Plat shall not be submitted to the Waukesha County Register of Deeds Office for recording until all conditions are satisfied. Prior to recording, all property lot corner pipes, perimeter pipes, and horizontal curve pipe shall be set by developer's surveyor.

D. Risk of Proceeding with Improvements before Approvals of Final Plat

The Developer understands that by proceeding with the installation of public improvements or other work on the site prior to the approval of the Final Plat, it is proceeding at its own risk as to whether the Final Plat will receive all necessary approvals. Prior to commencing installation of public improvements or other work on the site, Developer shall notify the Village of the Developer's intention to proceed with installation of public improvements or other work on the site prior to approval of the Final Plat. Additionally, Developer shall make arrangements to have any public improvements or other work on the site inspected by the Village.

## Section VII. Developer Responsibility to Indemnify.

A. Compliance with Law and Regulations.

Developer shall, in the performance of this Agreement, comply with and give all stipulations and representations required by all applicable federal, state and local laws, ordinances and regulations. Developer shall also require such compliance, stipulations and representations with respect to any contract entered into by Developer with others (pertaining to the work covered by this Agreement) as may be required by all applicable federal, state and local laws, ordinances and regulations.

B. Indemnification Agreement.

1. In addition to, and not to the exclusion or prejudice of, any other provision of this Agreement, Developer shall indemnify and hold harmless the Village, its officers, agents and employees, and shall defend the same, from and against any and all liability, claims, loss, damages, interest, action, suits, judgments, costs, expenses, attorneys' fees and the like, to whomsoever owed and by whomsoever and whenever brought or obtained, which may in any manner result from or arise in the course of or out of the performance of the work and this Agreement, expressly including though not limited to negligence and the breach of any duty whether imposed by statues, ordinances, regulations, order, decree or law of any other sort or by contract, on the part of Developer, or its officers, employees, agents, workmen, or independent contractors, in carrying out the work and in supervising and safeguarding the same in any respect whatever, and including claims arising under any federal, state or local law including Worker's Compensation laws.

2. If a claim is made against the Village arising out of the work and/or this Agreement, the Village agrees that it shall, within ten (10) days of its notice thereof, notify the Developer and any liability insurance carrier designated by the Developer. The Developer shall thereafter provide full cooperation in defense of the claim. The Developer shall, at the option of the Village, defend any claim on behalf of the Village in which case the Developer or its insurer is authorized to act on behalf of the Village in responding to any claim to the extent of this indemnity. Such authorization includes the right to investigate, negotiate, settle and litigate any such claim and control the defense thereof.

3. Developer shall, at its expense, obtain and carry comprehensive general liability insurance with combined single limits of at least $1 million for one person and at least $1 million per occurrence, and at least $1 million property damage (or such higher amounts as the Village shall from time to time reasonably determine). Such policies shall cover both Developer and the Village and its' agents, employees, and officials, and all insurers shall agree not to cancel or change the same without at least ten (10) days' written notice to the Village. A certificate of Developer's insurance evidencing such insurance shall be furnished to the Village prior to starting construction. Each such policy shall provide that no act or default of any person other than the Village or its agents shall render the policy void as to the Village or affect the Village's right to recover thereon.

4. In every case, but not as a limitation on the liability of the Developer to the Village, where judgment is recovered against the Village on such claim, if such notice has been given to Developer, any judgment thereon shall be conclusive upon Developer as to the amount of damages and as to its liability to Village to the extent litigated therein.

**Section VIII. Development Responsibility Regarding Sale of Lots, and Issuance of Building Permits Prior to Village Board Acceptance of Dedication of Improvements.**

A. The Developer shall include in sale of all lots sold prior to the Village Board's acceptance of the dedication of all improvements under this Agreement, the right and obligation to enter onto such lot for the purpose of establishing the surface elevation of all slopes, easements, swales, berms, etc. in accordance with the approved grading plan, and to stabilize, maintain and repair such surfaces until the acceptance by the Village Board of the dedication of all improvements under this agreement.

B. The Developer shall promptly respond to and resolve any and all grading, drainage and erosion control issues involving property owners, contractors and builders regarding swales, easements, detention basins, right of ways and all other non-paved areas until the as-builts have been accepted, the turf has been established to the satisfaction of the Village Director of Engineering and Development, and the Village Board has accepted the Dedication of all improvements under this Agreement.

**Section IX. Village Right to Inspect.**

A. Village Right of Access to Property.

1. Agents and employees of Village shall at all times have access to the work wherever it is in preparation or progress and Developer shall make appropriate arrangements for such access and for inspection.

2. If any work is covered up without the inspection, approval or consent of the Village, Developer will, if required by the Village, uncover the work at Developer's expense for examination by the Village. After the examination under this section is complete, Developer will pay costs of replacement.

3. Re-examination of questioned work not falling under the previous paragraph may be ordered by the Village. If the Village orders such re-examination under this section, the Developer shall uncover the work. If such work is found to be in accordance with the applicable plans, specifications and regulations, Village shall pay the cost of re-examination and replacement. If such work is found not to be in accordance with such plans, specifications and regulations, Developer shall pay such cost.

B. Approval by Village.

All work shall be done subject to the approval of the Village's representatives. They shall decide all questions which arise as to the amount, quality, and acceptability to materials furnished, work performed, manner of performance, rate of progress of the work, interpretation of plans, specifications and regulations and acceptable fulfillment of this Agreement. Materials shall be furnished and work shall be performed in conformity with Village Standards and Specifications, and with the plans and specifications received by the Director of Engineering and Development and on file in the Village and construction industry standards in the Village and the Greater Milwaukee Area.

C. Disclaimer of Liability.

The Village disclaims any and all liability arising from inspection or any failure to inspect any improvement constructed by Developer. Developer shall indemnify and hold the Village harmless against any claim arising from the actions of the Village or its agents in relation thereto.

**Section X. Miscellaneous Provisions.**

A. Covenants to Run with the Land.

The terms of this Agreement are covenants running with the land and binding on the Village and the Developer and any and all successors and assigns.

B. Assignments.

Developer shall not assign this Agreement or obligations arising hereunder without the prior written consent of the Village.

C. Recording.

The Village will record this Agreement with the Waukesha County Register of Deeds. The Village will charge the Developer for the recording fees and provide a fully executed copy of this Agreement with recording information to the Developer for their records.

D. Standards.

The terms "established standards of the Village", "Village Standards and Specifications" and others similar thereto used in this Agreement shall mean those standards, specifications, guidelines, or other rules which are in effect on the date of this Agreement.

E. Force Majeure.

The deadlines for Developer's performance under this Agreement shall be extended for periods of time during which the Developer's performance is prevented due to causes which are outside the control of the Developer and which cannot be avoided by the exercise of due care by the Developer, including industry wide strikes or labor troubles, casualty, shortage of materials, weather conditions, and other acts of God.

F. Plans and Documents

The Developer shall provide the Village the plans and documents identified in Exhibit "C" attached hereto prior to Dedication & Acceptance by the Village Board of the public improvements.

G. GIS System Data

All surveyed as-built data is to be provided in Wisconsin State Plane NAD 1983 Coordinate System – South Zone (horizontal reference) and in National Geodetic Vertical Datum of 1988 (vertical reference). The text (.txt) file is to have the following format: comma delimited, PNEZD (Point Number, Northing, Easting, Elevation, Data). Surveyed as-built data is to include at minimum: northeast

flange bolt elevation/location of hydrants (HYD), all water valves including blow-off valves (WTV), water stop boxes located at the property line (WBX), water main location (WTM, if available), center of sanitary sewer manholes (MHS), sanitary sewer lateral at property line (SAN), center of storm sewer manholes (MST), middle of flow line for storm catch basins round/square (CBR/CBS), end of pipe as polyvinyl chloride, corrugated metal, reinforced concrete… (PVC/CMP/RCP) plus diameter in inches ([dia]", or [dia]"x[dia}" for horizontal-elliptical pipes), any overflow structures (OFL), and spillway details (SPW). All costs for the collection and integration of GPS field data shall be paid for by the Developer.

H. Public Sites, Open Spaces and Special Environmental Areas.

Developer shall pay a fee to the Village for environmental land needs of the Subdivision in the amount of $1,000 for each lot created by the Subdivision in excess of the number of existing buildable parcels completely eliminated by the Subdivision. Such payment shall be in full and shall be received by the Village prior to recording of the final plat.

I. Impact Fees

All applicable impact fees for each lot within the subdivision shall be paid prior to issuance of the building permit on that lot or as otherwise provided in Chapter 42 of the Village Municipal Code.

J. Property Taxes and Special Assessment

All outstanding property taxes and special assessments shall be paid in full prior to execution of the final subdivision plat by the Village Treasurer.

K. Grading Plan and Building Grades.

1. The Developer shall furnish to the Village Director of Engineering and Development a grading plan for the entire subdivision. The grading plan shall show existing and proposed contours, and shall list the proposed elevation at each lot corner and intermediate points at which there is a change in slope. All ditches, swales, berms, retention/detention basins, and other features shall be shown. The proposed finished yard grade shall be shown for each proposed residence or structure. The lowest possible basement elevation shall also be shown on those lots designated by the Director of Engineering and Development. The grading plan shall be submitted to and approved by the Village prior to the commencement of any construction activity.

2. Basement exposures identified on the approved grading plan provide a transition between adjacent residences and shall be strictly adhered to. Side loading garages will not be allowed if they adversely affect easements or swales, or transitions between lots. The Developer shall inform all purchasers of lots of these requirements in writing and shall obtain and retain on file a written acknowledgement from the purchaser.

3. If side-loading garages are to be considered for the subdivision, the Master Grading plan shall show the grading for all side loading driveways. The

parking pad shall not impact drainage swales or easements, or any transitions between adjacent properties or building pads.

4. If a property owner or builder wishes to amend the subdivision grading plan by changing the exposure on a residence, or by constructing an end loading garage where the grading plan does not provide for such a garage, or by another type of change in grade, the owner or builder must prepare a grading plan for the lot showing the change. The revised grading plan must be approved in writing by the Developer and then submitted to the Village for approval.

L. Payment of Village Engineering, Inspection, Administrative, and Miscellaneous Costs by Developer

1. The financial guarantee to be filed by the Developer under Section III of this Agreement shall include all amounts identified on the attached Exhibit "D" which includes the costs described as "Total Estimated Village Engineering, Inspection, Administrative and Miscellaneous Costs" as assurance for the payment of all Village engineering, inspection, administrative, and miscellaneous costs.

2. The Developer agrees to pay all Village engineering, inspection, administrative, and miscellaneous costs associated with the Subdivision. This obligation to pay the Village's costs related to the Subdivision also includes all internal or external engineering, inspection, administrative, and miscellaneous costs incurred by the Village for work performed by or on behalf of the Village for the period from the date the preliminary plat is filed with the Village to the date this Agreement becomes effective. The Developer agrees that the Village shall bill the Developer periodically for amounts due to the Village under this agreement. The Developer agrees to pay such amounts to the Village within thirty (30) calendar days of billing by the Village. Any amount not received by the Village within this 30-day period shall accrue interest at the rate of 18 percent per annum commencing on the date of billing through the date payment is received by the Village.

3. In addition to any other remedy, if the Developer fails to pay any such amount when due, the Village at its sole discretion shall be empowered without notice of hearing, to impose a special charge for the amount of said deficiency, upon the subdivision. This charge shall be payable with the next succeeding tax roll. Notwithstanding any of the foregoing payments by Developer for inspection services, any and all inspectors who provide such services shall be under the supervision, direction and control of the Village.

M. Wetlands and Drainage Easements

1. Certain lots within the subdivision contain areas of wetlands, and/or drainage easements. The wetland areas shall not be disturbed, and the elevations of the drainage easement area shall not be altered by the owner of the lot. In some areas the wetland, and/or drainage easement is immediately adjacent to the building pad on the lot resulting in a restriction of usable rear yard and/or side yard.

2. The wetland and drainage easement requirements shall be placed on the Subdivision Plat. All wetlands and easements shall be shown and identified on the Subdivision Plat.

3. In addition, the Developer shall inform all purchasers of lots of the wetland and easement requirements in writing and shall obtain and retain on file a written acknowledgement from the purchaser.

N. Easement Documents.

Executed easement documents for all municipal easements required as part of this subdivision shall be provided by the Developer prior to recording of the Final Plat. The municipal easement documents are to be recorded with the Waukesha County Register of Deeds concurrently with the Final Plat.

O. Pollution Representation and Warranty

1. Developer warrants to the Village that there are no hazardous substances, pollution or contamination on or in the property comprising the Subdivision or the groundwater within or beneath the dedicated property. Such representation and warranty survive this Agreement, the dedication by Developer of any land or interest in land provided for by this Agreement and the acceptance by the Village of any such dedication.

2. Upon written demand from the Village, the Developer shall promptly indemnify the Village or and hold the Village harmless against any and all claims, liability, damages and the costs of litigation resulting from or arising out of the presence of any such substance, pollution or contamination, including, without limitation, any actual attorneys' fees and expert witness fees.

P. No Third Party Beneficiaries.

This Agreement is not intended to benefit or to be enforceable by any person other than the Village, the Developer, and their respective successors and assigns, which shall not include, for the purposes of this paragraph, any person who has not assumed all of the benefits and obligations of this Agreement.

Q. Amendment of Agreement

The Village and the Developer may, by mutual written agreement, and after approval of the Village Board, amend this Agreement at any time. The Village Board shall not, however, approve an amendment without having first considered the recommendations of the Village staff on the proposed amendment.

R. Severability

If a court of competent jurisdiction adjudges any section, clause, provision or portion of this agreement invalid, such part shall be severed from the Agreement, and the remainder of the Agreement shall survive and shall not be affected thereby.

S. No Threat to Public Health or Safety

Notwithstanding any language in this Agreement to the contrary, the Developer shall not do, nor permit any other person subject to the direction or control of Developer to do, anything in connection with the performance of the Developer's obligations under this Agreement that poses a threat to the public health or safety.

T. No Rule of Construction against Drafter

The language used in this Agreement shall be deemed to be the language chosen by the parties to express their mutual consent, and or rule of construction shall be applied against any party as the drafter of this agreement.

U. Effective Date

This agreement shall become effective from and after the last to occur of the following events:

1. The Village Board's approval of the Agreement
2. The execution of this Agreement by the Developer.

V. Entire Agreement

This Agreement is the entire agreement of the parties. All prior agreements, commitments, promises, offers, representation and statements made by or on behalf of the parties with respect to the subject matter of this Agreement are hereby terminated and shall have no further effect.

W. Governing Law

The law of the State of Wisconsin shall govern all issues relating to this Agreement.

X. Incorporation into this Agreement of Conditions Imposed by Village Bodies

If the Village Board imposes any conditions upon the Developer as part of the approval of the issuance of a conditional use permit for a lot in the Subdivision, or if the Architectural Control Board imposes any conditions or requirements as part of any approval given by it to the Developer for a lot in the Subdivision, these conditions or requirements are incorporated by reference and made a part of this Agreement, and may be enforced under this Agreement in addition to any other method or remedy available to the enforcing party.

Y. Release or Subordination of Liens and Encumbrances

The Property may be subjected to certain liens and encumbrances prior to the installation of any public improvements on the Property. If the Property is subjected to certain liens and Encumbrances, prior to final plat approval, or prior to the start of construction, whichever is earlier, Developer shall either:

1. Obtain satisfaction(s) or release(s) of such liens or encumbrances in a form acceptable to the Village; or

2. Obtain subordination or similar agreements in a form acceptable to the Village, subordinating any and all such liens and encumbrances to the Village interests in such public improvements.

**DEVELOPER**

IN WITNESS WHEREOF, VH Evergreen Fields, LLC has caused this Agreement to be signed this ____ day of _____, 2025.

Development Company, LLCVH Evergreen Fields, LLC
By Forgewell Building Group, LLC its sole member

By: _____
Chris Ehlers, Authorized Representative

State of Wisconsin )
) ss.
County of _____ )

Personally came before me this ____ day of _____, 2025, the above named Chris Ehlers, to me known to be the person who executed the foregoing instrument in his respective official capacity as Authorized Representative of Forgewell Building Group, LLC, and acknowledged that he executed the foregoing instrument as a corporate officer as the deed of said Forgewell Building Group, LLC by its authority.

_____
Notary Public
_____ County, Wisconsin
My Commission Expires on _____

**VILLAGE OF MENOMONEE FALLS**

Approved by the Village Board of the Village of Menomonee Falls on the ____ day of _____, 2025.

By:_____
Jeremy Walz
Village President

By:_____
Amy Dishinger
Village Clerk

Approved as to form:_____
Adam Koenings
Village Attorney

This instrument was drafted by: Jon Bretl

## EXHIBIT "A"

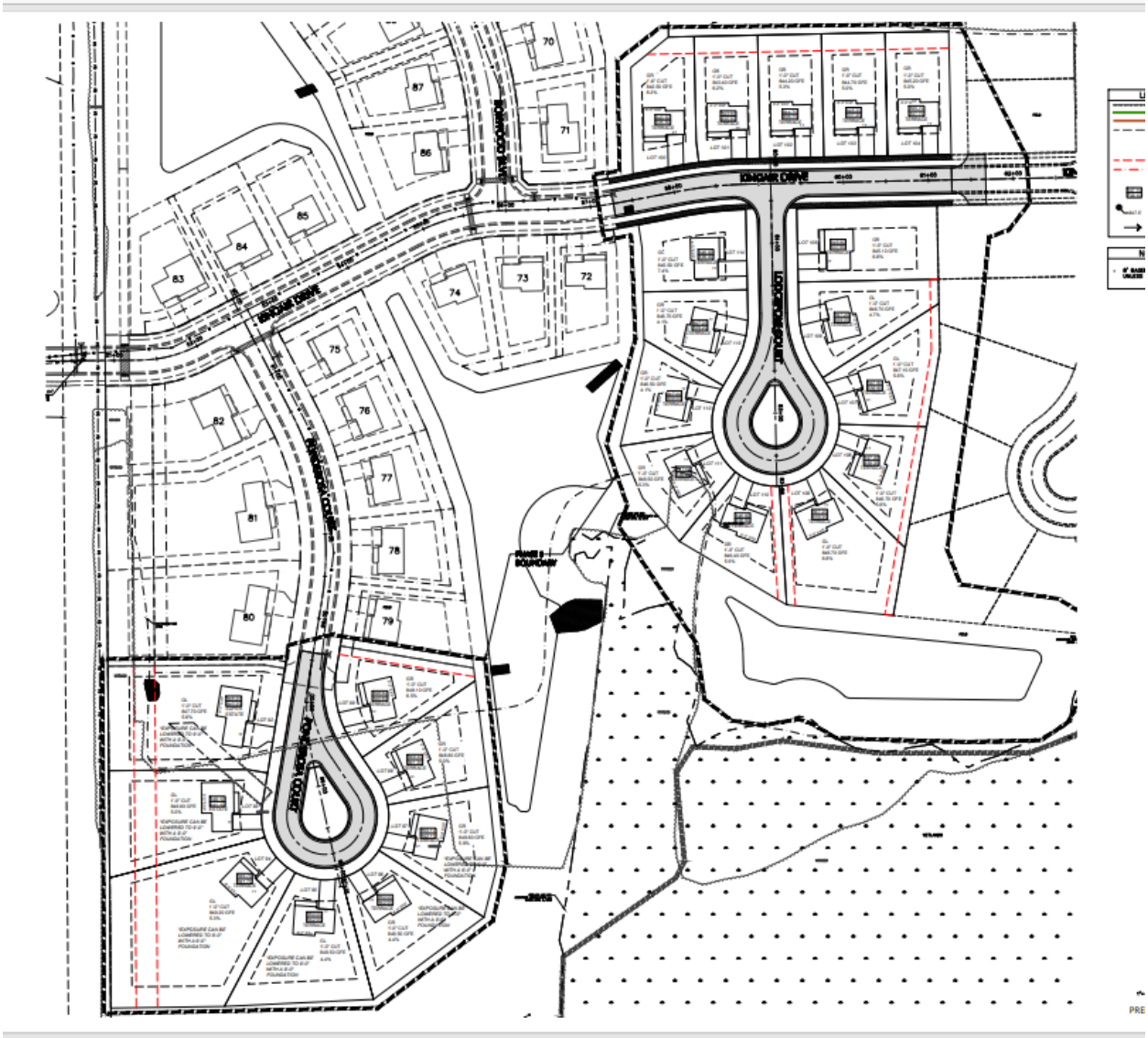
## LEGAL DESCRIPTION OF THE SUBDIVISION

Part of Outlot 2 of Certified Survey Map No. 12178, recorded in the Waukesha County Register of Deeds Office on May 17, 2021 as Document No. 4584652, being part of the Southeast 1/4 of the Northwest 1/4 of Section 32, Township 8 North, Range 20 East, Village of Menomonee Falls, Waukesha County, Wisconsin being more particularly described as follows:

Commencing at the Northeast corner of the Northwest 1/4 of said Section 32; thence South 88°-49'-14" West along the North line of said Northwest 1/4, a distance of 670.03 feet; thence South 00°-29'-30" East along the Northerly extension and an East line of Outlot 13 of Evergreen Fields Phase 4 (EFP4), recorded in the Waukesha County Register of Deeds Office as Document No. 4771286, a distance of 1,391.02 feet to the point of beginning; thence South 50°-56'-44" West along an Easterly line of said EFP4, a distance of 57.01 feet; thence South 01°-10'-46" East along an Easterly line of said EFP4, a distance of 125.37 feet; thence South 10°-45'-23" East along an Easterly line of said EFP4, a distance of 60.00 feet; thence South 79°-14'-37" West along an Easterly line of said EFP4, a distance of 4.93 feet; thence South 08°-58'-46" East along an Easterly line of said EFP4, a distance of 27.44 feet; thence South 01°-10'-46" East along an Easterly line of said EFP4, a distance of 114.75 feet; thence South 13°-21'-07" West along an Easterly line of said EFP4, a distance of 121.54 feet; thence South 23°-15'-07" East along an Easterly line of said EFP4, a distance of 66.44 feet; thence South 40°-21'-20" East along an Easterly line of said EFP4, a distance of 54.89 feet; thence South 00°-29'-30" East along an Easterly line of said EFP4, a distance of 18.08 feet; thence South 57°-28'-41" West along an Easterly line of said EFP4, a distance of 84.35 feet; thence South 05°-48'-58" West along an Easterly line of said EFP4, a distance of 201.83 feet; thence South 16°-35'-44" West along an Easterly line of said EFP4, a distance of 134.89 feet; thence North 89°-10'-57" West along a Southerly line of said EFP4, a distance of 77.09 feet; thence North 06°-01'-38" West along a Westerly line of said EFP4, a distance of 95.06 feet; thence North 07°-02'-47" West along a Westerly line of said EFP4, a distance of 125.51 feet; thence North 07°-07'-21" West along a Westerly line of said EFP4, a distance of 15.07 feet; thence North 80°-38'-13" West along a Southerly line of said EFP4, a distance of 159.22 feet; thence South 09°-21'-47" West along a Southerly line of said EFP4, a distance of 27.98 feet; thence Southwesterly 30.35 feet along a Southerly line of said EFP4, on a curve to the left having a radius of 120.00 feet, the chord of said curve bears South 02°-07'-07" West, a chord distance of 30.26 feet; thence North 80°-38'-13" West along a Southerly line of said EFP4, a distance of 63.82 feet; thence North 09°-21'-47" East along a Southerly line of said EFP4, a distance of 21.43 feet; thence North 80°-38'-13" West along a Southerly line of said EFP4, a distance of 25.00 feet; thence South 89°-30'-25" West along a Southerly line of said EFP4, a distance of 183.69 feet to the West line of said Outlot 2; thence South 00°-29'-35" East along said West line, a distance of 524.38 feet to the Southwest corner of said Outlot 2; thence North 88°-41'-49" East along the South line of said Outlot 2, a distance of 1,336.28 feet to the Southeast corner of said Outlot 2; thence North 00°-29'-28" West along the East line of said Outlot 2, a distance of 691.38 feet; thence South 10°-07'-27" West, a distance of 131.86 feet; thence South 73°-31'-02" West, a distance of 120.83 feet; thence North 84°-25'-45" West, a distance of 272.15 feet; thence North 10°-00'-21" East, a distance of 315.77 feet; thence North 01°-10'-46" West, a distance of 171.15 feet; thence North 88°-49'-14" East, a distance of 18.07 feet; thence North 01°-10'-46" West, a distance of 205.00 feet to a Northerly line of said Outlot 2; thence South 88°-49'-14" West along said Northerly line, a distance of 330.00 feet to the point of beginning and containing 930,403 sq. ft. of land more or less.

**EXHIBIT "B"**

**DRAWING OF THE PRELIMINARY PLAT**



## EXHIBIT "C"

Plans and documents to be provided by the Developer to the Village prior to Dedication & Acceptance of the Subdivision improvements by the Village Board:

1. Complete set of construction as-built drawings for sanitary sewer, storm sewer, and water main on standard size mylar*, Adobe PDF format and AutoCAD format (*.DWG) on computer CD. Plan and profile sheets shall indicate as-built data without removing original data from the drawings.** These as-built drawings shall be labeled as "As-builts" on each sheet and shall be stamped and signed by a Professional Engineer.

2. All surveyed as-built data is to be provided in Wisconsin State Plane NAD 1983 Coordinate System – South Zone (horizontal reference) and in National Geodetic Vertical Datum of 1988 (vertical reference). The text (.txt) file is to have the following format: comma delimited, PNEZD (Point Number, Northing, Easting, Elevation, Data). Surveyed as-built data is to include at minimum: northeast flange bolt elevation/location of hydrants (HYD), all water valves including blow-off valves (WTV), water stop boxes located at the property line (WBX), water main location (WTM, if available), center of sanitary sewer manholes (MHS), sanitary sewer lateral at property line (SAN), center of storm sewer manholes (MST), middle of flow line for storm catch basins round/square (CBR/CBS), end of pipe as polyvinyl chloride, corrugated metal, reinforced concrete… (PVC/CMP/RCP) plus diameter in inches ([dia]", or [dia]"x[dia}" for horizontal-elliptical pipes), any overflow structures (OFL), and spillway details (SPW).

3. Subdivision grading as-built plan on mylar*, Adobe PDF format and AutoCAD format (*.DWG) on computer CD. The grading as-built plan shall indicate the as-built elevations of all lot corners, grade breaks, berms, drainage swales and stormwater detention areas without removing original data from the drawings. These as-built drawings shall be labeled as "As-builts" on each sheet and shall be stamped and signed by a Professional Engineer or Registered Land Surveyor.

4. Subdivision Master Grading Plan on mylar*, Adobe PDF format and AutoCAD format (*.DWG) on computer CD. The proposed finished yard grade shall be shown for each proposed residence or structure, and the lowest possible basement elevation shall be shown on those lots designated by the Director of Engineering Services.

5. Subdivision Roadway/Paving plan and profile sheets, and Roadway Intersection plans on mylar*, Adobe PDF format and AutoCAD format (*.DWG) on computer CD.

6. Subdivision plan cover sheet, construction detail drawings, erosion control plans, and sewer and water system plan sheets on mylar*, Adobe PDF format and AutoCAD format (*.DWG) on computer CD.

7. A *Stormwater* Management *Facilities Operation and Inspection Report* on the Village approved form is required for each stormwater detention facility certifying compliance of the facility. The report shall be stamped and signed by a Professional Engineer.

8. Final Subdivision Plat on mylar*, Adobe PDF format and AutoCAD format (*.DWG) on computer CD. The digital data shall be in the interim format and specifications for digital plat maps as approved by the Waukesha County Geo-Processing Committee. Duplicate Original copies of the Subdivision plat must be provided utilizing the Film Photo Tracing, Silver Halide process. Mylars shall be provided in both full size original scale sheets and reduced size 11″x17″ sheets.

9. Design sheets for each length of sanitary sewer main and storm sewer main on forms approved by the Village. Design computations shall be provided for all storm sewers based upon a 10-year storm event (including determination of hydraulic grade lines) and where applicable, the 100-year storm event.

10. All necessary permits must be obtained from other agencies including but not limited to, the Wisconsin D.O.T., the Wisconsin Department of Natural Resources, the U. S. Army Corps of Engineers, or Waukesha County.

11. The Developer will execute the proposed municipal easement documents. These documents shall include provisions that, in the event the Village has to excavate in the easements, the Village will restore the easement surface grade to the proposed grade as shown on the master grading plan. The easement surface will be restored with topsoil, seed, fertilizer and mulch. The Village will not approve or restore shrubs, trees, pavements or structures of any type.

12. An itemized list of final quantities and costs for all public infrastructure improvements.

13. Provide Warranty Deeds, Title Policies, and Mortgage releases, if applicable, for the transfer of any Outlots to the Village.

14. A executed, recorded copy of the Deed Restrictions shall be provided by the Developer.

* Mylar shall be double matte 0.004" minimum thickness. Xero-graphic mylar reproductions are not acceptable.

** Sanitary sewer and storm sewer asbuilts shall include field measurement from center to center of each structure, and all rim and invert elevations. Lengths, sizes, and distances between all laterals shall also be shown along with depth of lateral below grade. Any changes in sewer pipe or sewer structure location shall be illustrated on the asbuilts. (Cross out original location & draw in new location.)

** Water main asbuilts shall include measurements between all valves and fittings, and any variation in elevation from the approved plan. Any changes in water main pipe or water main structure location shall be illustrated on the asbuilts. (Cross out original location & draw in new location.)

## EXHIBIT "D"

## EVERGREEN FIELDS SUBDIVISION PHASE V

Village Engineering, Inspection, Administrative and Misc. Costs

| ESTIMATED AMOUNT | ITEM |
|---|---|
| $ 2,500 | Village administration and legal expenses. |
| $ 100,000 | Village administration and inspection of sanitary sewer and laterals, surface and storm water drainage facilities, water distribution system and water services, street grading and construction including curb and gutter |
| $ 750 | Street signs, stop signs, etc. (3 x$250 each) |
| $ 12,000 | Street Lighting 2x$6,000 each) |
| $ 2,300 | Lot pipe Guarantee ($100 per lot) |
| $ 117,550 | Total Estimated Village Engineering, Inspection, Administrative and Miscellaneous Costs |

Subdivision Improvement Costs

| | |
|---|---|
| $ 697,827 | Sanitary Sewer<br>Water Main<br>Storm Sewer and Drainage |
| $ 244,986 | Street Construction |
| $ 633,640 | Grading and Restoration (Roadway & Stormwater Improvements) |
| $ 126,116 | Construction Contingency (8%-10%) |
| $ 1,702,569 | Total Subdivision Improvement Costs |
| $ 117,550 | Total Estimated Village Engineering, Inspection, Administrative and Miscellaneous Costs |
| $ 1,820,119 | Total Funds Required for Letter of Credit or other Financial Guarantee. |

## EXHIBIT "E"

## VILLAGE OF MENOMONEE FALLS DEVELOPMENT GRADING CRITERIA

Certification and acceptance of grading for conformance with the approved master grading plan shall require:

1. Swales between private lots and in drainage easements are to fine graded and stabilized with topsoil, seed, fertilizer and erosion control blanket.
2. As-built grades on lot lines and lot corners shall be within 0.20 ft. of the final grades shown on the approved master grading plan. The as-built grading plan shall show spot elevations along the side lot lines at the top of curb, front lot corners, front setback, back of building pad extended, any high points and grade breaks, and rear lot corners.
3. All drainage easements shall be fine graded to within 0.20 ft. of the final grades shown on the approved master grading plan and provide positive drainage. As-built grades of the swales shall be shown every 25 feet with the spot elevations taken at the flowline of the swale and 10 feet on either side of the flowline.
4. Building pad grades shall be between 0.0 ft. and 2.0 ft. lower than the final grades shown on the approved master grading plan. As-built grades are to be shown at the front and back of each building pad.
5. Stormwater detention ponds shall be certified and as-built. Elevations shall be taken at cross sections not exceeding 25 feet from top to bottom of the pond banks and embankments, top and bottom of safety shelf, inlet and outlet pipe inverts, outlet structure and emergency spillway.
6. All final grading must be within the above tolerance and provide positive drainage. Any areas not within tolerance or found to have insufficient drainage shall be regraded.
7. All disturbed areas shall be restored with topsoil, seed, fertilizer and mulch in accordance to Village erosion control ordinance and specifications.
8. All swales in drainage easements are to fine graded and stabilized with topsoil, seed, fertilizer and erosion control blanket per Village specifications. Drainage easements are to be maintained by the developer until stabilized with grass.
9. All erosion control measures as shown on the approved erosion control plan shall be in place and in properly functioning condition.

## EXHIBIT "F"

## VILLAGE APPROVED BOND LANGUAGE

### PERFORMANCE BOND

**DEVELOPER** (*Name and Address*):

**SURETY**
(*Name, and Address of Principal Place of Business*):

**OWNER** (Name and Address):

**DEVELOPER'S AGREEMENT**
Effective Date of Agreement:
Amount:
Description (*Name and Location*):

**BOND**
Bond Number:
Date (*not earlier than Effective Date of the Agreement*):
Amount:

Surety and Developer intending to be legally bound hereby, subject to the terms set forth below, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.

**DEVELOPER AS PRINCIPAL**

_____ (Seal)
Developer's Name and Corporate Seal

By: _____
Signature

_____
Print Name

_____
Title

Attest: _____
Signature

_____
Title

**SURETY**

_____ (Seal)
Surety's Name and Corporate Seal

By: _____
Signature (*attach power of attorney*)

_____
Print Name

_____
Title

Attest: _____
Signature

_____
Title

**OWNER APPROVAL**

_____
Signature

_____
Print Name

_____
Title: (*Mayor*) (*President*) (*Chairman*)

1. The Developer and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Developer's Agreement, which is incorporated herein by reference.

2. If the Developer performs the Developer's Agreement, including all warranties, guarantees, payments and reimbursements as described therein, the Surety and the Developer shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.

3. The Surety's obligation under this Bond shall arise after:
   3.1 The Owner first provides notice to the Developer and the Surety that the Owner is considering declaring a Developer Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Developer, and Surety to discuss the Developer's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. The Owner shall determine the location of any conference required by this Bond. If the Owner, the Developer, and the Surety agree, the Developer shall be allowed a reasonable time to perform the Developer's Agreement , but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Developer Default;
   3.2 The Owner declares a Developer Default and notifies the Surety.

4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations.

5. Upon notice from Owner, the Surety shall within 15 days of Owner's notice and at the Surety's expense take one of the actions described in Section 5.1, 5.2, or 5.3, in addition to making payments as described in Section 5.4:
   5.1 Arrange for the Developer, with the consent of the Owner, to perform and complete the obligations of the Developer's Agreement;
   5.2 Undertake to perform and complete the obligations of the Developer's Agreement itself, through its agents or independent contractors;
   5.3 With the consent of Owner, obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for an agreement for performance and completion of the obligations of the Developer's Agreement, arrange for an agreement to be prepared for execution by the Owner and a developer selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Developer's Agreement and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Agreement Price incurred by the Owner as a result of the Developer Default.
   5.4 The Surety shall immediately upon request from Owner, make payment for all sums owed to Owner by Developer pursuant to the Developer's Agreement which Developer has failed for more than 30 days to make payment in full.

6. If the Surety does not commence to proceed as provided in Paragraph 5 within 15 days of Owner's notice, unless extended by Owner in writing, and continue to proceed as soon as practicable and without delay, the Surety shall be deemed to be in default on this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. Surety shall not require the Owner to negotiate or enter a Takeover Agreement, Release, or any written agreement of any kind prior to Surety performing its obligations of this Bond, and any such request by Surety shall be deemed to be a default.

7. If the Surety elects to act under Paragraph 5.1, 5.2 or 5.3 and 5.4, then the responsibilities of the Surety to the Owner shall not be greater than those of the Developer under the Developer's Agreement except as described herein and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Developer's Agreement. The Surety is obligated, for:
   7.1 The responsibilities of the Developer for correction of defective work and completion of the Developer's Agreement, including the full warranty period provided within the Developer's Agreement.
   7.2 Additional legal, design professional, and delay costs resulting from the Developer's Default, and resulting from the actions or failure to act of the Surety under Paragraphs 5 and 6, including all actual costs of actions, including litigation, Owner may take to enforce the terms of this Bond against Surety.
   7.3 Liquidated damages. Recognizing that the Owner will incur significant damages from Surety's delay, rather than require proof of the amount of such damages, and not as a penalty, Surety shall pay to Owner $500 per day, for each day that Surety fails to fully comply with the terms of this Bond within the time required by this Bond.

8. The Surety shall not be liable to the Owner or others for obligations of the Developer that are unrelated to the Developer's Agreement. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.

9. The Surety hereby waives notice of any changes, including changes of time, work, or other terms, to the Developer's Agreement or to related subcontracts, purchase orders, and other obligations.

10. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within six years after a declaration of Developer Default or within six years after the Developer ceased working or within six years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs last. If the provisions of this paragraph are void or prohibited by law, the maximum periods of limitations available to sureties as a defense in the jurisdiction of the suit shall be applicable.

11. Notice to the Surety, the Owner, or the Developer shall be mailed or delivered to the address shown on the page on which their signature appears.

12. Statutory Bond Reduction. As and to the extent required by Wisconsin Statutes Section 236.13(2)(a)1., and not otherwise, the amount of this Bond shall be automatically reduced upon substantial completion of the public improvements to the amount equal to the total cost to complete any uncompleted public improvements plus 10 percent of the total cost of the completed public improvements, subject to the following. Any such reduction shall not apply to defaults, notices, conditions, claims or occurrences arising prior to substantial completion.

**Village Board - Regular** **10. a.**

**Meeting Date:** 01/06/2025
**Topic:** Appointments
**From:** Mark Fitzgerald, Village Manager
**Department:** Administration
**Date of Village Board Action (if required):** 01/06/2025

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## Information

**Subject:**

Approval of Village President's appointments as follows:

- Appointment of Matthew Hayes to the Community Development Authority to fill the seat vacated by Cathy Hazzard, term to expire in April 2028.
- Reassignment of Chris Smolik from regular member to the first alternate member of the Zoning Board of Appeals, term to expire in April 2027.
- Appointment of David Heckman as the second alternate member of the Zoning Board of Appeals, term to expire in April 2027.

**Background Information:**

**Key Issues for Consideration:**

**Action By Committee or Village Board:**

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## Attachments

Matthew Hayes
David Heckman

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VILLAGE OF Menomonee Falls

**Village of Menomonee Falls**

**W156 N8480 Pilgrim Road**
**Menomonee Falls WI 53051-3140**
**Telephone: 262.532.4200**

# Application for Board & Commission Appointment

**Board/Commission(s) Applying For:**

- ☐ Architectural Control Board (ACB)
- ☐ Board of Review (BOR)
- ☐ Business Improvement District (BID)
- ☒ Community Development Authority (CDA)
- ☐ Library Board
- ☐ Plan Commission
- ☐ Police and Fire Commission (PFC)
- ☐ Zoning Board of Appeals (ZBA)

**Personal Information**

Please note: By filing this application with the Village of Menomonee Falls, the applicant acknowledges that personal information from this form may be shared/distributed to board/commission members and staff.

First Name: Matthew Middle Initial: M

Last Name: Hayes

Home Address: N85W17106 Lee Place

City: Menomonee Falls State: WI Zip: 53051

Primary Phone: 262-347-7390 Alternative Phone: _____

Email Address: hayesmm18@gmail.com

**Interest and Experience**

Why are you interested in serving on the board/commission?

I belive my experience will allow me to bring a focused and development mindset this board. I have lived in Menomonee Falls nearly my whole life and would like to get involved and serve.

Please attach a resume and submit your application either by email to admin@menomonee-falls.org or via mail to the address above. If you have any questions please call 262-532-4240.

# MATTHEW HAYES, CPA

N85W17106 Lee Place Menomonee Falls, WI 53051 · 262-347-7390
**Hayesmm18@gmail.com**

## EXPERIENCE

**JUNE 2023 - CURRENT**

**ACCOUNTING MANAGER,** SPRING VALLEY

- Responsible for managing, training, and evaluating all accounting department staff and ensuring all duties are completed timely and accurately
- Responsible for consolidating, investigating, reporting and presentation of all financial data
- Developed, implemented, and directed department procedures for cash flow management, AR, AP and month end/year end processes
- Finance lead for acquisition of two companies, while successfully onboarding all finance functions into normal day-to-day processes
- Led department through for full ERP conversion, while being go-to contact for all finance involvement

**JANUARY 2022 – JUNE 2023**

**SENIOR ACCOUNTANT,** WACKER NEUSON AMERICA CORPORATION

- Responsible for creating, analyzing, and presenting monthly and quarterly reporting packages
- In charge of maintaining multiple books for fixed assets and the related tax reporting
- Responsible for US and Canadian corporate income and sales & use taxes
- Handle all cash forecasting for the US and Canadian corporations monthly
- Finance go-to for sales department leaders for sales & cost analysis on a time and per-customer basis

**SEPTEMBER 2020 – JANUARY 2022**

**SENIOR ACCOUNTANT,** ESPRO, INC. (REGAL WARE, INC.)

- Finance lead for all sales projections, price setting & inventory purchasing decisions
- Responsible for all AP and AR processing, customer credit decisions and payments
- Monthly and quarterly BOD financial analysis and presentations
- Fully responsible for creating and presenting the monthly, quarterly, and yearly budgets
- Responsible for US and Canadian tax filings

**AUGUST 2019 – SEPTEMBER 2020**

**ACCOUNTANT II,** REV GROUP

- Tasked with all closing entries and procedures for the REV Parts subsidiary
- Complete all fixed asset, depreciation & amortization entries for REV Parts subsidiary
- Solely responsible for overseeing the accounting, reconciling & reporting with all subsidiary companies
- Work with Treasury for cash management & payment processing for REV Parts & Corporate

**APRIL 2019 – AUGUST 2019**

**ACCOUNTANT,** PROHEALTH CARE, INC.

- Solely responsible for the accounting, reconciling & reporting for multiple subsidiary companies

- Responsible for all company lease tracking and accounting, including working with all lessee & lessor contacts
- Tasked with completing company bank reconciliations and tracking all daily activity for multiple accounts across multiple banks

**JULY 2014 – NOVEMBER 2018**

**ACCOUNTANT,** SOFTWARE ONE, INC.

- Solely responsible for reconciling and the related investigation for our largest single vendor (over $500 Million per year) while working with our sales departments in our US and Belgium locations to ensure all customer related billing has been completed, or if needed, requesting returns of items purchased in error.
- Monthly reconciling, error investigation & correction with our global subsidiaries to settle all intercompany transactions and process payment for amounts owed for our US & Belgium subsidiaries.
- Verifying & filing monthly sales tax returns for each state along with investigating & providing guidance on specific tax treatment of transactions.
- Tasked with discovering & correcting all inventory system errors and balance issues created back to 2008 and training the team needed to complete them.

## EDUCATION

**MAY 2014**

**MASTER OF PROFESSIONAL ACCOUNTANCY,** UNIVERSITY OF WISCONSIN - WHITEWATER

GPA: 3.5

**MAY 2013**

**BACHELOR OF BUSINESS ADMINISTRATION,** UNIVERSITY OF WISCONSIN - WHITEWATER

Major in Accounting

**Village of Menomonee Falls**

**W156 N8480 Pilgrim Road**
**Menomonee Falls WI 53051-3140**
**Telephone: 262.532.4200**

# Application for Board & Commission Appointment

**Board/Commission(s) Applying For:**

- ☐ Architectural Control Board (ACB)
- ☐ Board of Review (BOR)
- ☐ Business Improvement District (BID)
- ☐ Community Development Authority (CDA)
- ☒ Library Board
- ☐ Plan Commission
- ☐ Police and Fire Commission (PFC)
- ☒ Zoning Board of Appeals (ZBA)

## Personal Information

Please note: By filing this application with the Village of Menomonee Falls, the applicant acknowledges that personal information from this form may be shared/distributed to board/commission members and staff.

First Name: _David _____ Middle Initial: _____L_____

Last Name: _____Heckman_____

Home Address: _____N57W18749 Dandelion Ct _____

City: ___Menomonee Falls_____ State: _WI_____ Zip: ___53051___

Primary Phone: ____607-821-8415_____ Alternative Phone: _____

Email Address:
____davidheckman123@gmail.com_____
_____

## Interest and Experience

Why are you interested in serving on the board/commission?

I have served on several boards and committees through out the years that were related to my professional experience. As a new resident in the Falls I feel that I want to give back to my community and to help be part of what attracts people to our area.

Please attach a resume and submit your application either by email to admin@menomonee-falls.org or via mail to the address above. If you have any questions please call 262-532-4240.

# DAVID HECKMAN

## GENERAL MANAGER

## PROFESSIONAL SUMMARY

I am a general manager with years of experience in leading teams to not only sales success, but to award winning customer service success. Looking to bring my people and sales skills to responsible brands.

## ACHIEVEMENTS

- Established a program of wireless communication for all departments, that reduced service call response times by half.
- General Manager of the Year 2019 Turf Hotels
- Led hotel to achieve Torch Bearer Award
- Developed employee empowerment program
- Led hotel to number 1 in market, and top ten in national brand rankings.
-

## Academic Education:

**Mansfield University**

*Bachelor Degree in Music Education and English Education, 2004*

- Attended from 2000 to 2004
- Vice President of the University Student Council, 2003
- Worked in Admission and Alumni Fundraising

## CONTACT INFO:


Mobile: (607)-821-8415

Email: davidheckman123@gmail.com

Address: N57W18749 Dandelion Ct Menomonee Falls WI 53051


**BUILDING A CULTURE OF "YES"**

*CUSTOMER SERVICE, EMPOWERMENT, UNIQUE EXPERIENCES*

## EMPLOYMENT BACKGROUND

**General Manager**

*Aimbridge Hospitality | Sept 2023-Present*

General Manager—Sheraton Milwaukee Brookfield

- 396 Room Hotel with over 20,000 sq ft of meeting space.
- Completed $20 million renovation to all rooms and meeting space
- YOY revenue increase of $2.2 million with flow of 80% to GOP
- Raised GSS scores from default status to green zone

**General Manager**

*Waterford Hotel Group| Dec 2021-Sept 2023*

General Manager-- Hilton Downtown Hartford

- 393 Room City Center Hotel with over 18,000 sq ft of meeting space.
- Union Hotel. Renegotiated 3 year contract
- Oversaw the conversion and renovation of hotel
- Raised GSS scores from red zone to green zone

Task Force General Manager

- Provide Support for entire portfolio with heavy Marriott focus.
- Provide Leadership for hotel transitions both incoming and outgoing

**General Manager**

*Holiday Inn- TPG Hotels and Resorts| Feb 2020- Dec 2021*

- Oversee daily operation of 107 Full Service hotel
- Maintained and streamlined third party F and B program
- Implemented Staff communication system to improve guest service response times and overall satisfaction.
- Oversaw upgrade of property key system

**General Manager**

*Staybridge Suites | Oct 2018 - Jan 2020*

- Achieved #1 in market (Tripadvisor) and top ten in brand
- Oversee daily operation of 112 all suite extended stay hotel
- Overall performance (92% occ, YOY GOP growth of 5%, #1 in market for RevPar and OCC)
- Maintained and grew market share as increased inventory opened (two same segment hotels opened within 6 months)
- Developed Multi hotel management sharing program to reduce overall operational costs

**Assistant General Manager/Task Force**

*Vista Hospitality Group | May 2011 - Oct 2018*

- Provided Task Force General Manager and Ownership transition leadership in Courtyard 300 key, Radisson 640 key, Double Tree 640 Key, Sheraton 325 key ,Holiday Inn 240 key, Private Resort 160 key
- Primary oversight of 150 room full service Choice conversion from Holiday Inn
- Developed company wide training program for OTA inclusion

**Village Board - Regular** **10. b.**

**Meeting Date:** 01/06/2025
**Topic:** BID Board
**From:** Mark Fitzgerald, Village Manager
**Department:** Administration
**Date of Village Board Action (if required):** 01/06/2025

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## Information

**Subject:**

Appointment of David Johnson of North Shore Environmental Construction to the Business Improvement District Board as an At Large Member to fill the seat vacated by Kristen Sobotka as recommended by the BID Board, term to expire on December 31, 2027.

Appointment of Nicholas Oliver of Redbird Security to the Business Improvement District Board as an Own or Occupy Member to fill the seat vacated by Tim Dunne as recommended by the BID Board, term to expire on December 31, 2027.

**Background Information:**

**Key Issues for Consideration:**

**Action By Committee or Village Board:**

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## Attachments

David Johnson
Nicholas Oliver

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MENOMONEE FALLS
DOWNTOWN
DISTRICT
wheremain&appletonmeet

# Board Member Application

Name: David Johnson Date: November 4, 2024

Phone Number: 414-708-1505 Email Address: davej@nsecinc.com

Address: N85W15005 Macarthur Drive City: Menomonee Falls Zip Code: 53051

BID Property Owner or BID Business Owner or Associate BID Member (please circle one)

Name of Business/Organization representing: North Shore Environmental Construction

Reasons why I am interested in becoming a Board Member:

Watching the downtown area grow and develop has been amazing. The constant attention given to the development of downtown has been admirable. My background is in the business and charitable organizations to help spur growth, community awareness and a feeling of accomplishment. I would really like to be able to use my experience to help expand and grow the area. I am impressed by the business owners efforts and hard work to make this area a success. Collaborating with them on ideas, solutions and events to help make them more successful would be an opportunity I would cherish.

262.251.8797

info@menomoneefallsdowntown.com

MENOMONEE FALLS
DOWNTOWN
DISTRICT
wheremain&appletonmeet

# Board Member Application

Name: Nicholas Oliver _____Date: 11/1/2024 _____

Phone Number: 262-352-0772 _____Email Address: nick@redirdsecurity.com _____

Address: N88W16424 Main St #201 _____City: Menomonee Falls _____Zip Code: 50351 _____

BID Property Owner or BID Business Owner or Associate BID Member (please circle one)

Name of Business/Organization representing: Redbird Security _____

Reasons why I am interested in becoming a Board Member:

Because I like to help. I know it seems like a simple answer, but I've always enjoyed helping others. I've got experience running several businesses, and I currently sit on 3 boards, and I serve on an advisory board for 10 other Managed Service Providers like mine. I travel a lot, so I gain a lot of experience from others, but that does make me miss a few in person meetings throughout the years, but I do make up for it with work put in.

262.251.8797

info@menomoneefallsdowntown.com