

# Project Reviews

## City of Waukesha

**Project Number: PLAT21-00003**

Description: **Howell Oaks Addition No.4(Phase 5)**

Applied: **9/2/2021**

Approved:

Site Address:

Closed:

Expired:

City, State Zip Code: ,

Status: **UNDER REVIEW**

Applicant: **C/O THOMSON COMPANIES HOWELL OAKS DEVELOPMENT LLC**

Parent Project:

Owner: **<NONE>**

Contractor: **<NONE>**

Details:

**PC21-0102**

### LIST OF REVIEWS

SENT DATE	RETURNED DATE	DUE DATE	TYPE	CONTACT	STATUS	REMARKS
Review Group: ALL						
9/8/2021	9/15/2021	9/16/2021	Sanitary Sewer	Chris Langemak	REVIEW COMPLETE	No comments
Notes:						
9/8/2021	9/15/2021	9/16/2021	Storm Sewer	Chris Langemak	REVIEW COMPLETE	No comments
Notes:						
9/8/2021	9/13/2021	9/16/2021	Stormwater	KRISTIAN NYSOME	ADDITIONAL INFO REQUIRED	See notes
Notes:						
<ul style="list-style-type: none"> <li>• "4-inch diameter x 6-foot long cedar posts marking isolated natural resource limit lines &amp; wetland lines at Outlot #10 are to be preserved by the owner." Add this note to the plat.</li> <li>• Storm Sewer and Stormwater Drainage easement labels/call-outs need to be corrected for typo. They currently read " ..storm sewer and storm sewer drainage easement.."</li> </ul>						
9/8/2021	9/17/2021	9/16/2021	Street Lighting	JEFF HERNKE	REVIEW COMPLETE	See notes
Notes:						
No comment on the final plat in regards to City owned street lights or fiber.						
9/8/2021		9/16/2021	Traffic	Michael Grulke		
Notes:						

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Review Group: AUTO						
9/2/2021	9/16/2021	9/16/2021	CSM OR PLAT REVIEW AND CLOSURE	Megan Roessler	UNDER REVIEW	see notes
<b>Notes:</b> Please correct map and legal description to match - The bearing and distances in the legal description shall match those on the graphic drawing of the plat. Any missing bearings and distances in either the legal or map must be corrected. Check that legal description and curve table match. Curve 3 is described to the second in legal description and half-second in curve table. Please correct before recording.						
9/2/2021	9/17/2021	9/16/2021	ADDRESSING	Megan Roessler		see notes
<b>Notes:</b> - Meets all requirements of review checklist and addressing guidelines. - Preliminary address plan created. Final addresses pending plat approval and site plans for individual lots. - Final comments from USPS expected week of 09/27/21						
9/2/2021		9/28/2021	Building Inspection	KRISTIN STONE		
<b>Notes:</b>						
9/2/2021		9/16/2021	Common Council	Unassigned		
<b>Notes:</b>						
9/2/2021		9/16/2021	Fire	Brian Charlesworth		
<b>Notes:</b>						
9/2/2021	9/21/2021	9/16/2021	General Engineering	DAVID BUECHL	ADDITIONAL INFO REQUIRED	see notes
<b>Notes:</b> 0. The lot lines in the vicinity of Lot 120, 121, and 122 were changed since submittal of the construction drawings. The City wants to immediate grass area behind the sidewalk to be owned by the adjoining lot owners. Outlot 10 should be slightly reduced is size to only contain the wetlands near the street. The size of Lots 120 and 121 should be increased to include the grass area between the wetland and right of way line. 1. The City should not formally approve the plat until all improvements have been formally accepted and approved by Engineering. (need sewer acceptance, record drawings, private grading as-builts) 2. Wetland lines within Plat area near lots 120, lot 121, lot 122, and Outlot 10 are to be marked by 4-Inch x 4 Inch x 6 ' long cedar posts to delineate boundaries of wetlands prior to building permits being issued for any lots. 3. Address construction punchlist items. 4. Add sidewalk easement rights and conditions to Plat (see below). 5. All lot corners to be installed prior to City signing Plat. 6.If the City of Waukesha reasonably concludes that maintenance or repairs are needed in the cul-de-sac island area, the City of Waukesha may levy the costs and expenses of inspections, maintenance or repair related actions as a special charge against the Property, HOA, or Lot Owners and collected as such in accordance with the procedures under s. 66.0627 Wis. Stats. Or subch. VII of ch. 66 Wis. Stats. 7. Label cul-de-sac island area on Plat.						

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Sample Sidewalk easement notes:

1. Owner hereby grants and conveys to the City, a perpetual right and easement across and through the Easement Area. The easement shall be for the use of the public, to cross upon the sidewalk to be constructed in the Easement Area pursuant to paragraph 2, below, in any manner in which the public may lawfully use a public sidewalk.
  2. Owner shall construct a sidewalk within the Easement Area according to the requirements of Section 6.08 of the City of Waukesha Ordinances, and Owner shall repair, maintain, and replace the sidewalk in compliance with all applicable City Ordinances and Section 66.0907 of the Wisconsin State Statutes. Collection of expenses with respect to the sidewalk shall be in compliance with applicable City ordinances.
  3. Owner reserves the right to use the Property for purposes which will not interfere with the City's full enjoyment of the easement rights granted hereby. All of the terms, conditions, covenants and other provisions contained in this Agreement, including the benefits and burdens, shall run with the land and shall be binding upon and inure to the benefit of and be enforceable by Owner and the City and their respective successors and assigns. The party named as "Owner" herein and any successor or assign to Owner as fee simple owner of the Property shall cease to have any liability under this Agreement with respect to facts or circumstances arising after such party has transferred its fee simple interest in the Property.
  4. This Agreement shall be construed and enforced in accordance with the internal laws of the State of Wisconsin.
  5. This Agreement sets forth the entire understanding of the parties and may not be changed except by a written document executed and acknowledged by all parties to this Agreement and duly recorded in the office of the Register of Deeds of Waukesha County, Wisconsin.
  6. All notices to either party to this Agreement shall be delivered in person or sent by certified mail, postage prepaid, return receipt to such party at such party's last known address. If a party's address is not known to the party desiring to send a notice, the address to which property tax bills for the property owned by such party are sent may be used. Either party may change its address for notice by written notice to the other party.
  7. If any term, covenant, or condition of this Agreement or the application thereof to any person or circumstance shall be deemed invalid or unenforceable, the remainder of this Agreement, or the application of such term, covenant or condition to persons or circumstances other than those to which it is held invalid or unenforceable shall not be affected thereby, and each term, covenant and condition shall be valid and enforceable to the fullest extent permitted by law.
  8. No delay or omission by any party in exercising any right or power accruing upon any default, non-compliance or failure of performance of any of the provisions of this Agreement shall be construed to be a waiver thereof. A waiver by a party of any of the obligations of the other party shall not be construed to be a waiver of any breach of any other terms, covenants or conditions of this Agreement.
  9. Enforcement of this Agreement may be by proceedings at law or in equity against any person or persons violating or attempting or threatening to violate any covenant herein, either to restrain or prevent such violation or to obtain any other relief. In the event a suit should be brought to enforce this Agreement, the prevailing party shall be entitled to recover its costs, including reasonable attorney's fees from the non-prevailing party.
- IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

9/2/2021		9/16/2021	Parks	Melissa Lipska		
Notes:						
9/2/2021		9/16/2021	Planning Commission	Unassigned		
Notes:						



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9/2/2021		9/16/2021	Water Utility	Chris Walters		
Notes:						