



City of Waukesha
201 Delafield Street
Waukesha, WI 53188
Tel: 262.542.3700
waukesha-wi.gov

City of Waukesha Cover Sheet

Committee: Plan Commission	Meeting Date: 12/17/2025
ID Number: PC25-0184	Ordinance/Resolution Number (if applicable):
Name of Submitter: Doug Koehler	Target Next Board/Council Meeting Date: 01/20/2025
Agenda Item Title: Rezoning Petition – Rapids Trail and River Road, Bielinski Homes – A request to rezone the approximately 4.87 acres of vacant land north of Rapids Trail, west of River Road, and south of Saylesville Road from B-5 Community Business District to Rd-2 PUD Two Family Residential with a Planned Unit Development Overlay District.	

Issue Before the Board/Council: Petition to rezone a vacant property from B-5 commercial to RD-2 Duplex Residential, with a PUD Overlay.
Options & Alternatives: The Plan Commission could recommend that the Council approve the rezoning or deny it. The Council will consider the Plan Commission's recommendation and make a final decision. If the Council does not approve rezoning the property, it will retain its commercial zoning classification and the proposed development will not be able to go forward.
Additional Details: The property at the intersection of River Road and Rapids Trail has an area of 4.87 acres and is zoned B-5 Community Business District. It was originally intended to be used for a business which would serve the River's Crossing subdivision and surrounding neighborhoods, but no such business has ever occupied the site. In the 2024 Comprehensive Plan the property, along with surroundign properties, were designated as Mixed Residentail-Commercial, to potentially allow residential development there as well. The applicants would like to develop 24 duplex condominium units in twelve buildings on the property. Eleven of the buildings will be accessed by a new private road which will be built on the property, intersecting with Rapids Trail and ending in a cul de sac near the southwest side of the property. The twelfth building will have driveway access directly onto Rapids Trail.

The proposed buildings on the property will mostly exceed the setback and dimensional requirements for the Rd-2 district. The only exception is building 5, which will have a street yard setback of 14 feet from the private street where it curves into the cul de sac. Relief from that requirement can be provided as part of the Planned Unit Development approval. The PUD will also allow all of the buildings to be constructed on a single property, with shared ownership.

What is the Strategic Plan Priority this item relates to:

People Centered Development

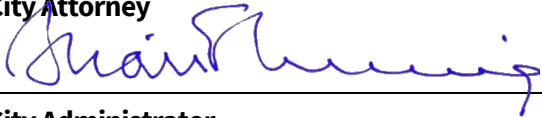
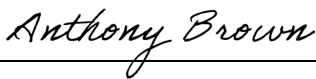
What impact will this item have on the Strategic Plan Priority?

This proposal will provide 24 new housing units, on a property which is currently undeveloped.

Financial Remarks: No direct financial impact to the City.

Suggested Motion: "I move to approve rezoning the property at Rapids Trail and River Road from B-5 Community Business District to Rd-2 Two Family Residential District."

Reviewed By:

Finance Director Joseph P. Ciarro	Date Reviewed
City Attorney 	Date Reviewed 22 Dec 2025
City Administrator Anthony W. Brown 	Date Reviewed 12/23/2025

**PETITION FOR AMENDING
THE CITY OF WAUKESHA'S ZONING ORDINANCE**

We, the undersigned, being owners of all or part of the area involved, humbly petition the Common Council of the City of Waukesha to rezone the following described property from Mixed Residential Commercial to RM-2 PUD Overlay *or RD-2.*

Legal Description: **See Attached Rezoning Exhibit (CSM)**

The reason(s) for the Rezoning Petition are: ***To accommodate this Bielinski Homes proposed Ranch Style Condominium development with 12 two-family buildings for a total of 24 condominium units.***

Signature of Owner(s)	<i>Robert C. Brunner</i> dotloop verified 08/26/25 1:17 PM CDT AAQJ-B9UT-J8ES-VBZF	<i>Sandra J. Mills</i> dotloop verified 08/22/25 1:19 PM CDT NROB-W2ET-PZBC-NDX6
Owner's Name (please print)	Robert C. Brunner	Sandra J. Mills
Address of Owner	1631 Hunter Rd, Waukesha, WI 53189	
	918 York Imperial Dr, Oconomowoc, WI 53066	
Phone No. of Owner	(262) 547-1640	(414) 313-1221
E-mail Address of Owner	rbrunner1@wi.rr.com	delamills@aol.com

LOT 2 OF CERTIFIED SURVEY MAP NO. 8779. BEING A PART OF THE NORTHWEST 1/4 OF THE
SOUTHWEST 1/4 AND THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 20, TOWN 6
NORTH, RANGE 19 EAST, IN THE CITY OF WAUKESHA, WAUKESHA COUNTY, WISCONSIN.

CURVE TABLE:					
NO.	RADIUS	CENTRAL ANGLE	ARC	CHORD	CHORD BEARING
C1	25.00	90°00'00"	39.27	35.36	S13°02'27"E
C2	235.00	31°17'04"	128.31	126.73	S16°19'01"W

LANDS TO BE REZONED TO RD-2
212,032 S.F.
4.8676 Ac.

LOT 1
C.S.M. #8374

LOT 2
C.S.M. #8779

OUTLOT 1
C.S.M. #8779

LOT 1
C.S.M. #8945

LOT 2
CSM #8947

LOT 2
C.S.M. #11254

Curves:
C1
C2

Distances:
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DATE: 08/22/25

REZONING EXHIBIT "B"

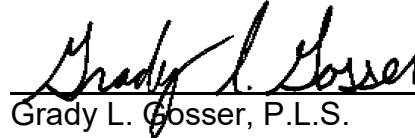
LEGAL DESCRIPTION:

Lot 2 of Certified Survey Map No. 8779, Recorded in the Office of the Register of Deeds for Waukesha County on May 25, 1999, as Document No. 2467349, being located in a part of the Northwest 1/4 of the Southwest 1/4 and the Southwest 1/4 of the Northwest 1/4 of Section 20, Town 6 North, Range 19 East, in the City of Waukesha, Waukesha County, Wisconsin.

Said Parcel contains 212,032 Square Feet (or 4.8676 Acres) of land, more or less.

Date: 08/22/25




Grady L. Gosser, P.L.S.
Professional Land Surveyor S-2972
TRIO ENGINEERING, LLC
4100 N. Calhoun Road, Suite 300
Brookfield, WI 53045
Phone: (262)790-1480

**Common Council
City of Waukesha, Wisconsin**

Ordinance No. 2026 – _____

**An Ordinance to Rezone Certain Property and to Amend the
Zoning Map of the City of Waukesha, Wisconsin**

Whereas the owners of the currently vacant property with tax key WAKC 1375 125, more fully described below, have proposed rezoning it from B-5 Community Business District to Rd-2 (PUD) Two-Family Residential District, with a Planned Unit Development overlay; and

Whereas on December 17th, 2025, the Plan Commission passed a resolution by which the proposed re-zoning of the properties was recommended to the Common Council; and

Whereas a notice of a public hearing of the proposed re-zoning to be held on January 20th, 2026, was published as a Class 2 notice pursuant to Chapter 985 of the Wisconsin Statutes on January 6th, 2026, and January 13th, 2026; and

Whereas a public hearing of the proposed re-zoning was held at the regular Common Council meeting on January 20th, 2026; and

Whereas the Common Council, at its January 20th, 2026, regular meeting considered the Plan Commission's recommendation, the supporting materials, the statements given during the public hearing, and the statements of City staff; and

Whereas the Common Council had full debate on the proposed re-zoning and found that the proposed re-zoning is in the best interests of the City; and

Whereas a motion to adopt the recommendation of the Plan Commission and to approve the re-zoning was made, seconded and carried by the affirmative vote of a majority of the Common Council members present and voting;

Now, therefore, the Common Council of the City of Waukesha do ordain as follows:

Section 1. The following-described property is rezoned from B-5 Community Business District to Rd-2 (PUD) Two Family Residential District, with a Planned Unit Development overlay.

Lot 2 of Certified Survey Map No. 8779, Recorded in the Office of the Register of Deeds for Waukesha County on May 25, 1999, in Volume 78 of Certified Survey Maps, at Page 82 to 86, as Document No. 2467349 and corrected by an Affidavit recorded January 3, 2000 as Document No. 2529028, being part of Lot 2 Certified Survey Map No. 8374, located in the Northwest ¼ of the Southwest ¼ and the Southwest ¼ of the Northwest ¼ of Section 20, Town 6 North, Range 19 East, in the City of Waukesha, County of Waukesha, State of Wisconsin.

Tax Key WAKC 1375 125

Section 2. The Zoning Map referred to in Municipal Code §22.09 shall be amended to conform with the changes set forth in Section 1.

Section 3. All ordinances or parts of ordinances inconsistent with or contravening this ordinance are hereby repealed.

Section 4. This ordinance shall be in effect the day after its publication.

Passed the 20th day of January. 2026

Shawn N. Reilly, Mayor

Katie Panella, City Clerk

DOCUMENT NUMBER

RIVER ROAD VILLAS
PLANNED UNIT DEVELOPMENT
AGREEMENT

DOCUMENT TITLE

RESIDENTIAL PLANNED UNIT DEVELOPMENT AGREEMENT

RIVER ROAD VILLAS

This space reserved for recording data

THIS AGREEMENT is made and entered into this ____ day of _____, 2026, by and between, Bielinski Homes Inc., having a principal place of business at 1830 Meadow Lane, Suite A, Waukesha, Wisconsin, 53188, hereinafter referred to as the Developer, and the CITY OF WAUKESHA, a municipal corporation, located in the County of Waukesha, State of Wisconsin, hereinafter referred to as the City.

NAME AND RETURN ADDRESS:

City of Waukesha
Dept. of Community Development
201 Delafield Street
Waukesha, WI 53188

TAX PARCEL NUMBER: WAKC 0989-997

Recitals

Developer has submitted development plans for the development of the parcel of land described on Exhibit "A" attached hereto, which is Parcel ID Number: WAKC 1375125, being part of the Northwest ¼ of the Southwest ¼ and the Southwest ¼ of the Northwest 14 of Section 20, Town 6 North, Range 19 East, in the City of Waukesha, Wisconsin. This parcel is referred to herein as the Development. The development plans submitted by the Developer are referred to herein as the Plans.

Developer has requested Residential Planned Unit Development zoning, and the City has approved the Plans and rezoned the Development Rd-2 (PUD), Two-Family Residential Planned Unit Development, in order to permit its development pursuant to the Plans on the basis of social, recreational, economic, and other benefits for the Developer and for the public welfare.

Rezoning the Development to an Rd-2 (PUD) requires an Agreement setting forth the covenants of the City and Developer including incorporating all improvements, requirements and conditions of the Rd-2 (PUD) District.

The parties hereto agree that all provisions of the Rd-2 Zoning, as defined in Section 22.29 of the Waukesha Municipal Code, and Planned Unit Development (PUD) zoning as set forth in Section 22.52 of the Waukesha Municipal Code, and all other ordinances, rules, regulations, covenants and restrictions properly enacted by the City now in force and effect or hereafter to be enacted shall apply in all respects to the premises above described, excepting as modified by this Agreement.

Now, therefore, in consideration of the covenants set forth herein, the Developer and City covenant and agree to the following:

1. The Developer shall furnish to the City a current title policy or title report describing the Development, to be furnished by a reputable title company licensed to do business in the State of Wisconsin.

2. The Development shall consist of approximately 4.87 acres and includes twelve 2-unit buildings for a total of 24 units. This agreement permits all buildings to be located on one shared lot, as indicated in the approved plans.
3. The Developer has furnished to the City a complete, accurate and sufficiently-detailed set of drawings, plans and specifications, said drawings showing a complete plan of the Development including the floor plan of the building and architectural elevations, locations of roads, drives, sidewalks, buildings and parking lots, as well as locations of lighting, screening and landscaping, open areas, utilities, stormwater facilities, signs and contemplated depths of sanitary sewers, and drawings of location of electrical, gas and telephone facilities. The Development shall be in substantial compliance with those drawings and specifications and any substantial deviation therefrom must accordingly be approved in writing by the proper City officials. A storm water maintenance agreement is needed for the storm water facilities.
4. There shall be a rear yard setback of not less than 40 feet.
5. There shall be a street yard setback of not less than 25 feet. As indicated in the plans, Building #5 will receive relief from this requirement, allowing a setback of 14 feet on from the private drive.
6. All buildings, including decks and patios, shall be set apart at by a minimum of 20 feet.
7. Building #1, #2, #5, #6, #7, #8, #9, #10, and #11 have double front facing garages. The driveways to these garages are required to be separated by greenspace between the adjacent garage doors running the length of the driveways, as indicated in the approved site plans.
8. The Developer shall establish, align, and grade, subject to the City's approval, the roads and drives on the site Development and construct, grade and improve the same all at the Developer's expense, in accordance with the plans and specifications and consistent with the City's codes, specifications, and regulations. Said roads and drives shall contain no curves or bends of less than adequate radius to accommodate the use thereof by the City's fire fighting apparatus. Developer shall maintain and service the same in accordance with the City's standards. In the event they are not so maintained and serviced, the City shall have the authority to provide such services and maintenance and charge the cost thereof against the Development as a special assessment after a thirty day notice and cure period, except for cases of emergency.
9. The Developer, at the Developer's expense, and as determined by the Waukesha Water Utility, shall install water main extensions and service laterals to serve the Development in accordance with Waukesha Water Utility rules and regulations. The Developer shall comply with any Development Agreement entered into with the Waukesha Water Utility. The Developer shall furnish to the Waukesha Water Utility for approval, a complete set of plans and specifications and provide any additional information as required by the Utility relative to the construction and grades of streets, easements, and grades and location of sewer facilities, telephone, electric and gas installations. The Developer shall pay for all water services furnished to buildings, subject to present and future water rates. The builder or owner of each unit is required to submit a water meter service application. Waukesha Water Utility will install the meter after the application has been approved. Only water utility staff will operate water main valves or curb stops.
10. In accordance with all applicable statutes, ordinances, administrative regulations, and the terms of this Agreement, the City shall have the right to inspect and approve all construction not heretofore specifically referred to, including all sewer facilities; water facilities; gas, telephone and electrical facilities; sidewalks, private drives, public streets, storm water facilities, lighting facilities, and screening and parking lot pavement locations and installations. Subject to all applicable statutes, ordinances and administrative regulations, the City shall have the right to go on any part of the Development at reasonable times, for the purpose of making inspections of the above-described facilities, provided however that City officials shall not interfere with the use and enjoyment of the premises by the owners thereof.

11. The Developer shall prepare, grant, execute and deliver to the City, in recordable form, easements over and above all of the sewer, electric, gas, and telephone facilities and water utility facilities for the purpose of inspecting, maintaining, and servicing any of the previously described facilities, if required by the City. The easements shall be of sufficient dimensions as approved by authorized City officials. The easements shall prohibit the construction of any building or improvement of any nature or fences upon any of the areas described in the easements and shall prohibit trees or shrubs more than four (4) feet in height. The Developer or subsequent owner, shall, upon notice from the City, remove or have removed any and all buildings, improvements, fences, trees, or shrubbery from any of the areas described in the easements, that are prohibited as herein provided.
12. The Developer shall prepare, grant, execute and record an easement granting access to the utility building on the property, over and above the private drive and the driveway serving the building, for the benefit of the users of the building. The Developer shall provide the City with documentation of the easement, including its location.
13. The Developer shall construct and maintain private lighting facilities and provide landscaping as indicated on the approved plans and specifications. The planting schedule for the bioretention basin and rain garden shall be included as part of the landscaping plan. The City's Planning Staff shall inspect the Development upon completion and may require additional landscaping where necessary to contribute to safety or to improve the appearance of plain, unsightly views of structures. Completion of the general site landscaping shall be completed at the time of occupancy. The Developer shall tender a performance bond or a cash deposit of 120% of the amount of the contract cost of landscaping before the City will issue a building permit. The landscaping bond or cash deposit may be tendered to the City on a building-by-building basis. If the general site landscaping is not completed at the time of occupancy of a particular building, the City may, at its election, use the proceeds of the performance bond or cash deposit to complete landscaping.
14. To the extent indicated in the approved plans, the existing tree line along the south side of the site and along the wetlands is to be preserved. Should any trees within these **areas** be damaged or removed during grading and construction work, except as indicated in the plans, they must be replanted with a similar native species approved by City staff.
15. The existing landscape screen around the utility building at the south side of the property is to be preserved. Should any trees or other landscaping in the area be damaged or removed during grading or construction work, they must be replanted with similar species, approved by City staff.
16. All trash, refuse, recycling and debris are to be kept within the enclosed garage areas of each unit until collection. All maintenance and collection expenses are to be the Developer's responsibility.
17. If the project is to be sold as condominium units, a condominium homeowners association shall first be established and said association shall then have control over the common areas. The sale of the Project as condominium units after the establishment of the appropriate condominium homeowners association shall not require the Common Council's prior consent.
18. The parties acknowledge and agree that applicable City ordinances require the payment of impact fees to pay for public facilities such as parks, playgrounds, sanitary sewers and associated facilities. The Developer shall, at the time that building permits are issued for each building within the Development, pay all applicable impact fees.
19. Developer agrees that construction of any buildings and improvements shall conform with applicable City ordinances and state codes.
20. The Developer agrees to pay for any new street signage required.
21. The covenants set forth herein will continue in force and effect and shall be deemed to be covenants

running with the land and inure to the benefit of the City and be binding upon the Developer and all owners, Lessees, operators and occupants of the Development including any condominium owners association, as well as their respective successors and assigns. In the event of a violation, the City may enforce the same as permitted under City Zoning Codes as the same now exist or as they may hereinafter be amended or adopted.

22. Invalidation of any one of the foregoing restrictions and covenants by judgment or court order shall in no way affect any of the other restrictions and covenants, each of which shall be construed and deemed severable and all of which not so invalidated shall remain in full force and effect.
23. To the extent that either party to this Agreement is granted discretion in the performance of that party's duties or obligations under this Agreement, such discretionary acts shall be undertaken in a reasonable manner, taking into account the entire Agreement and the Parties' intent.
24. The City will record this document with the Register of Deeds following its execution by the City and the Developer. The cost of recording the document will be paid by the Developer.

Drafted by the City of Waukesha Community Development Department.

IN WITNESS WHEREOF, the parties hereto have attached their signatures and seals at the date above written.

Bielinski Homes Inc.

Frank Bielinski, President

STATE OF WISCONSIN)
) ss.
COUNTY OF WAUKESHA)

Personally came before me this _____ day of _____, 2026, the above-named _____, known to me to be the person who executed the foregoing instrument and acknowledged the same.

Notary Public, State of Wisconsin
My Commission: _____

City of Waukesha, a Municipal
Corporation,

Shawn Reilly, Mayor

Katie Panella, City Clerk

STATE OF WISCONSIN)
) ss.
COUNTY OF WAUKESHA)

Personally came before me this _____ day of _____, 2026, Shawn Reilly, Mayor, and Katie Panella, City Clerk, of the City of Waukesha, as the persons who executed this instrument and acknowledged the same.

Notary Public, State of Wisconsin
My Commission: _____

DRAFT

EXHIBIT “A”

LEGAL DESCRIPTION

(to be provided by Developer)

DRAFT

EXHIBIT "B"

SITE PLAN

(To be provided by Developer)

DRAFT