

**Resolution No. 2024-07**

**RESOLUTION ACCEPTING DEDICATION OF PUBLIC IMPROVEMENTS ON WATERSTONE COURT AND OXBOW COURT AS PART OF THE RIVERSIDE PRESERVE SUBDIVISION**

WHEREAS, Riverside 321 Partners, LLC, a Wisconsin limited liability company, hereafter called “DEVELOPER” has constructed public improvements within the following development:

BEING FINAL PLAT FOR RIVERSIDE PRESERVE, LOTS 1-36, AND OUTLOTS 1-4, VILLAGE OF PEWAUKEE, WAUKESHA COUNTY, WISCONSIN, TAX KEY NO. PWV 0925.038;

WHEREAS, the Village Board of the Village of Pewaukee conditionally approved the Final Plat of Riverside Preserve on November 30, 2023 and recorded as document #4751265; and

WHEREAS, the DEVELOPER has completed the construction and installation of the following public improvements; and

8-inch sanitary sewer	910	LF
Sanitary manholes	6	EA
6-inch sanitary sewer laterals	2,040	LF
Sanitary sewer liner	1,090	LF
8-inch water main	1,225	LF
8-inch water main valves	6	EA
1 ½-inch water services	1,600	LF
6-inch water main	30	LF
6-inch valves	2	EA
Fire hydrants	3	EA
12-inch, 15-inch, 18-inch, 24-inch storm sewer	1,530	LF
Inlets/catch basins	14	EA
24-inch concrete curb and gutter	2,117	LF
Concrete sidewalk	4,270	SF

WHEREAS, the developer has satisfied all requirements of the Developer’s Agreement between the developer and Village of Pewaukee related to the public improvements in accordance with the provision of Chapter 40 of the Municipal Code of the Village of Pewaukee, and the Director of Public Works has certified the systems’ acceptability; and

WHEREAS, it is the DEVELOPER’S intent to, without charge to the VILLAGE, unconditionally give, grant, convey and fully dedicate the public improvements to the VILLAGE, free and clear of all encumbrances, and together with mains, conduits, pipes, equipment and appurtenances which relate directly to the utilization of such utilities; and

WHEREAS, the DEVELOPER shall guarantee the public improvements to be dedicated against any defects due to faulty materials or workmanship which appear within a period of one (1) year from the date of dedication and shall pay for any damages resulting therefrom the VILLAGE property and shall indemnify the VILLAGE against any claims, suits, or liabilities brought against the VILLAGE at any time arising out of the alleged defects or other failure of this guarantee.

WHEREAS, in accordance with Section III of the Developer's Agreement, "Dedication and Acceptance" as used in the Developer's Agreement is the ultimate acceptance of the improvements under the Village's jurisdiction in the completed development as a whole; and

NOW THEREFORE BE IT RESOLVED by the Village Board of Trustees of the Village of Pewaukee that the public improvements located within easements of the Development and within Waterstone Court and Oxbow Court for sanitary sewer, storm sewer, water main, street lighting, signs, street, and sidewalk which are under the Village's jurisdiction is hereby granted "Final Acceptance." The resolution would accept the sanitary sewer, water main, and storm water improvements located in easements within the development site.

BE IT FURTHER RESOLVED that in accordance with Article 1, Paragraph N of the Developer's Agreement, all public improvements shall be guaranteed for a period of one (1) year after the Municipality's acceptance of the public improvements and developer shall keep in place cash or a letter of credit in the amount of final lift of asphalt plus 20% of the original construction costs for the public improvements during the guarantee period. This surety requirement shall also apply to onsite landscaping as a guarantee of surviving one winter season occurring immediately following the termination of the Development Term.


NOW, THEREFORE, the Village Board of the Village of Pewaukee hereby accepts dedication of the public improvements.

Dated this 19<sup>th</sup> day of March, 2024.

BOARD OF TRUSTEES OF  
THE VILLAGE OF PEWAUKEE:

  
\_\_\_\_\_  
Jeff Knutson, Village President

ATTEST:

  
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Casandra Smith, Village Clerk