Office of the Clerk/Treasurer

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

~ VIRTUAL MEETING ONLY ~ SEE NOTICE BELOW ~

COMMON COUNCIL
MEETING NOTICE AND AGENDA
Monday, February 1, 2021
7:00 PM

~ VIRTUAL MEETING ONLY ~
City of Pewaukee ~ W240 N3065 Pewaukee Road ~ Pewaukee, Wisconsin 53072

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1. Call to Order and Pledge of Allegiance
2. Public Comment - Please limit your comments to two (2) minutes, if further time for discussion is needed please contact your District Alderperson prior to the meeting.
3. Consent Agenda
   - 3.1. Approval of the Common Council Meeting Minutes Dated September 8th, 2020
   - 3.2. Approval of the Common Council Meeting Minutes Dated January 4th, 2021
   - 3.3. Approve Special Common Council Meeting Minutes Dated January 20th, 2021
   - 3.4. Approval of the Accounts Payable Listing Dated February 1st, 2021
4. Discussion and Possible Action to Waive Special Event Fees for the Farmers' Market to be Held at Christ Lutheran Church Located at W240 N3103 Pewaukee Road on Wednesday Afternoons from May 12, 2021 through October 13, 2021 [Tarczewski]
5. Discussion and Possible Action to Approve the Third Reduction of the Swan View Farms Phase 1 Letter of Credit from $1,930,234.37 to $1,128,975.56 (Reduction of $801,258.81) [Wagner]
6. Discussion and Possible Action Regarding the Public Works Mutual Aid Agreement Contingent on the Village of Pewaukee Executing the Agreement [Wagner]
7. **PUBLIC HEARING**, Discussion and Possible a Conditional Use Permit for Benjamin Chudy to Operate a Chiropractic, Personal Training and Fitness Class Business Within an Existing Multi-Tenant Space Located at N8 W22520 Johnson Drive Unit D (PWC 0961-997-010) [Fuchs]
8. **PUBLIC HEARING,** Discussion and Possible Action Regarding a Conditional Use Permit for Property Located at N16 W22420 Watertown Road (PWC 0957-986) for a 72-Unit Multiple-Family Apartment Use and an Amendment to the Existing Conditional Use Permit Granted to DBTM Associates, Dated February 24, 1993 and Amended June 25, 1999, to Remove the Property Located at N16 W22420 Watertown Road and the Existing Residential Planned Unit Development Use of 72 Condominium Units Used by the General Electric Medical Systems Division in Exclusive Conjunction with the Training Center [Fuchs]
9. Discussion and Possible Action Regarding the General Electric Training Center Development

[Wagner]

9.1 Approve **Resolution 21-02-07** Accepting the Public Improvements and terminating the Developer's Agreement for the General Electric Training Center Development with DBTM Associates.

9.2 Approve the City Waiver of Lift Station Assessment Agreement.

10. Public Comment - Please limit your comments to two (2) minutes, if further time for discussion is needed please contact your district Alderperson prior to the meeting.

11. Adjournment

Kelly Tarczewski
Clerk/Treasurer

January 29, 2021

NOTICE

Due to City Hall being closed to the public due to the COVID virus, this meeting will only be held virtually.

To attend this meeting virtually or by phone please contact Kelly Tarczewski, City Clerk, 262-691-0770, tarczewski@pewaukee.wi.us **before 3 P.M. on the date of the meeting** for directions. Meeting materials are available at https://pewaukee.novusagenda.com/AgendaPublic/.

It is possible that members of other governmental bodies of the municipality may be in attendance to gather information that may form a quorum. At the above stated meeting, no action will be taken by any governmental body other than the governmental body specifically referred to above in this notice.

Any person who has a qualifying disability under the Americans with Disabilities Act that requires the meeting or materials at the meeting to be in an accessible format must contact the Clerk/Treasurer, Kelly Tarczewski, at (262) 691-0770 three business days prior to the meeting so that arrangements may be made to accommodate your request.

CITY OF PEWAUKEE
COMMON COUNCIL AGENDA ITEM 3.1.

DATE: February 1, 2021

DEPARTMENT: Clerk/Treasurer

PROVIDED BY:

SUBJECT:

Approval of the Common Council Meeting Minutes Dated September 8th, 2020

BACKGROUND:

FINANCIAL IMPACT:

RECOMMENDED MOTION:

CITY OF PEWAUKEE
COMMON COUNCIL AGENDA ITEM 3.2.

DATE: February 1, 2021

DEPARTMENT: Clerk/Treasurer

PROVIDED BY:

SUBJECT:

Approval of the Common Council Meeting Minutes Dated January 4th, 2021

BACKGROUND:

FINANCIAL IMPACT:

RECOMMENDED MOTION:

ATTACHMENTS:

Description

CC Minutes 1/4/2021

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

Also in Attendance:
Attorney S. Riffle, Administrator S. Klein, DPW Director M. Wagner, Director of People and Culture K. Woldanski, City Planner & Community Development Director N. Fuchs and Clerk/Treasurer K. Tarczewski.

1. Call to Order and Pledge of Allegiance

   Mayor Bierce called the meeting to order at 7:00 p.m.

2. Public Comment - None

3. Consent Agenda
   3.1. Approval of Accounts Payable Listing Dated January 4, 2021

   A motion was made and seconded (C. Brown, J. Wamser) to approve the consent agenda. Motion Passed: 6-For, 0-Agaisnt.

4. Discussion and Possible Action Regarding Extending the Families for Coronavirus Response Act Emergency Paid Sick Leave for Employees Who Become Infected with Coronavirus or are Put Under Quarantine Due to a Family Member Becoming Ill

   Ms. Woldanski stated the Families for Coronavirus Response Act came out last April and it terminated on December 31st of 2020. She stated it gives people additional paid sick leave if they get sick or are quarantined. She said it is a onetime benefit. Ms. Woldanski was looking to extend it because the pandemic has not gotten any better into the new year. She asked the Council to consider extending it to the end of April.

   Mayor Bierce asked if this could possibly be reimbursed by the Federal Government. She said that everything that was used up through November 14th, 2020 was submitted for reimbursement.

   Mr. Bergman asked if employees were required to use their sick time first before being allotted the emergency sick leave. Ms. Woldanski stated the City of Pewaukee did not require that of them to exhaust other forms.

   Mayor Bierce asked how many employees used this benefit already. Ms. Woldanski said approximately 10 percent of the employees used this benefit and all others were able to work from home while they were under quarantine.

   A motion was made and seconded (J. Kara, R. Grosch) to extend the Families for Coronavirus Response Act emergency paid sick leave for employees until the end of April 2021. Motion Passed: 6-For, 0-Against.

5. Presentation and Possible Approval of the Needs Assessment Study and Impact Fees Analysis for Parks, Fire Department and Trails

Consultant Diane Thoune from Clark Dietz gave a brief overview. She stated Clark Dietz was contacted at the end of 2018 to update the City's existing needs assessment study and impact fees. She said the trail impact fees were the only fees that increased and the others decreased. She noted the Sports Complex has been fully developed and funds are no longer needed. She said originally there were more impact fees put towards Fire and Rescue because they were thinking about building a new fire station. Ms. Thoune stated according to the Fire Chief, he did not believe that a new fire station would be built in next five years. What was included was an addition to an existing fire station because storage space is needed at this time. Ms. Thoune stated an update was completed on the trail study in 2019, which resulted in an increase of fees. She said residents can use the trails for recreational use as well as a way to get around without having to drive. She stated the trails would also be connected to business centers so that people could bike or walk to work more easily.

Ms. Thoune stated the main thing with impact fees is to only charge the developers of new construction for their fair share of the improvements. The tables in the document do not show the whole amount, but only a portion.

Mayor Bierce stated in the Clark Dietz study it talked about the possibility of the fees being waived for lower value homes. Attorney Riffle stated the impact fees had to be uniform under the statute and it could not be waived. He said the only way it could be possible is if it was a TID incentive, but the City would be paying the fees for the developer.

Mr. Kara questioned why the fire and rescue impact fees went down. He felt it was obvious that additional fire infrastructure will be needed. He stated he understood the five year time frame, but felt we would be missing a significant portion of new development. Ms. Thoune stated the impact fees collected have to be spent within the next ten years and if not, they have to be returned to the property owner. She stated there are provisions in the statute that allow them to be extend a little longer, but it is somewhat unclear how that statute works. Mr. Klein stated there is nothing in the immediate plan for a future station or else he assured the Council it would have been in the study.

Mr. Bergman noted the next agenda item was establishing the impact fees for 2021. He asked if the fees represented in the resolution were accurate and revised based on the newest revision of the needs assessment study. Mr. Fuchs stated the fee schedule does match the recommendations in the final study.

Mr. Grosch asked how dwelling units were determined. Ms. Thoune stated the study did not count apartments condominiums or town houses differently than single-family homes. She added community living and assisted living facilities are typically counted as non-residential because they serve a commercial purpose. Mr. Fuchs concurred with Ms. Thoune's comments. He noted that multi-family units are charged per unit.

Ms. Brown asked about the changes from square footage to per acreage. Ms. Thoune stated it was to make the neighborhood plan calculations easier.

Mr. Grosch asked where the estimates came from for the bike paths. He stated previous discussions always had the estimates coming in higher. Ms. Thoune stated the numbers come from the 2019 updated report conducted by RA Smith. She said they used the 2019 construction costs estimate of $300,000 per mile for a six to eight foot wide paved trail. Ms. Wagner concurred with Mr. Grosch stating she also felt the estimates were low, especially for the Fieldhack trail, because it will need a bridge and there will be a great deal of environmental impact issues as well.

Attorney Riffle reminded the Council that money can only be collected once a need is identified and a small portion can be collected from new construction. He said eventually a decision will have to be made to move forward with the project(s), in part or in whole, with the understanding that a portion of the costs can go on the general tax roll to supplement the costs.

Mr. Kara stated the City is trying to plan for the future and tie development to future need. He asked if the funds had to be tied to the area of new construction. Attorney Riffle responded no, the funds can be used citywide.

A motion was made and seconded (B. Dziwulski, J. Wamser) to approve the needs assessment study completed by Clark Dietz. Motion Passed: 6-For, 0-Against.

6. Discussion and Possible Action Regarding Resolution 21-01-01 Establishing the 2021 Impact Fees

A motion was made and seconded (J. Wamser, B. Dziwulski) to approve Resolution 21-01-01 establishing the 2021 impact fees. Motion Passed: 6-For, 0-Against.

7. Public Comment - None.

8. Adjournment

A motion was made and seconded (B. Dziwulski, R. Grosch) to adjourn the meeting at 7:46 p.m.. Motion Passed: 6-For, 0-Against.

Respectfully Submitted,

Kelly Tarczewski
Clerk/Treasurer

CITY OF PEWAUKEE
COMMON COUNCIL AGENDA ITEM 3.3.

DATE: February 1, 2021

DEPARTMENT: Clerk/Treasurer

PROVIDED BY:

SUBJECT:

Approve Special Common Council Meeting Minutes Dated January 20th, 2021

BACKGROUND:

FINANCIAL IMPACT:

RECOMMENDED MOTION:

ATTACHMENTS:

Description

CC Minutes 1/20/2021

In Attendance:
Mayor Steve Bierce, Aldermen B. Bergman, C. Brown, B. Dziwulski, R. Grosch and J. Kara. J. Wamser was absent.

Also in Attendance:
Attorney S. Riffle, City Administrator S. Klein, DPW Director M. Wagner, IT Director B. Kewan, Fire Chief K. Bierce and Clerk/Treasurer K. Tarczewski.

1. Call to Order and Pledge of Allegiance

   Mayor Bierce called the meeting to order at 5:00 p.m.

2. Public Comment - None.

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

   - §19.85(1)(e): Deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session, specifically for the consideration and potential approval of Offer to Purchase for purchase of approximately 12 acres of land for Department of Public Works facilities at Green Road / Duplainville Road.

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

   A motion was made and seconded (R. Grosch, C. Brown) to go into closed session at 5:03 p.m. Motion Passed: 5-For, 0-Agaisnt via roll call vote.

   A motion was made and seconded (B. Dziwulski, R. Grosch) to go back into open session at 5:16 p.m. Motion Passed: 5-For, 0-Against.

   A motion was made and seconded, (B. Bergman, B. Dziwulski) to authorize the Mayor to sign the offer to purchase as described and drafted by the City Attorney. Motion Passed: 5-For, 0-Against.

4. Adjournment

   A motion was made and seconded (R. Grosch, J. Kara) to adjourn the meeting at 5:17 p.m. Motion Passed: 5-For, 0-Agaisnt.

Respectfully Submitted,

Kelly Tarczewski
Clerk/Treasurer

CITY OF PEWAUKEE
COMMON COUNCIL AGENDA ITEM 3.4.

DATE: February 1, 2021

DEPARTMENT: Clerk/Treasurer

PROVIDED BY:

SUBJECT:

Approval of the Accounts Payable Listing Dated February 1st, 2021

BACKGROUND:

FINANCIAL IMPACT:

RECOMMENDED MOTION:

ATTACHMENTS:

Description

A/P 2-1-2021

Check Date	Check	Vendor Name	Description	Amount
Bank 100 GENERAL FUND CHECKING				
01/20/2021	217(E)	DELTA DENTAL		3,079.20
01/22/2021	131139	10-8 VIDEO	FD QUAD HD DVR CAMERA	1,704.95
01/22/2021	131140	BREDAN MECHANICAL SYSTEMS	IT BOILER PUMP	2,070.52
			IT FD BOILER PRESSURE SWITCH	600.32
				2,670.84
01/22/2021	131141	BS&A SOFTWARE	IT PERMIT INSPECTION MODULE DOWN PMT	24,030.00
01/22/2021	131142	BUELOW VETTER BUIKEMA OLSON & VLIET	HR ATTORNEY	88.50
01/22/2021	131143	COSTAR	ASR SUBSCRIPTION	4,740.00
			ASR SUBSCRIPTION	305.81
				5,045.81
01/22/2021	131144	DAN & NICOLE LADWIG	BLD 200189 OCCUPANCY BOND REFUND	500.00
01/22/2021	131145	DAN PLAUTZ CLEANING SERVICE	HR CLEANING FACILITY	2,790.00
01/22/2021	131146	ELEVITY	IT INCREASED M365 LICENSES FOR ALL STAFF	4,360.00
01/22/2021	131147	FAHRNER ASPHALT SEALERS LLC	26-10116300 FINAL PMT	114,515.11
01/22/2021	131148	FIRE DETECTION GROUP	FD FIRE ALARM INSPECTION	400.00
01/22/2021	131149	FIRE SERVICE INC	FD VEHICLE SERVICE	1,484.88
01/22/2021	131150	HAWKINS, INC.	SW CHEMICALS	2,661.24
01/22/2021	131151	HYDROCORP	SW CROSS CONNECTION INSPECTION	1,084.00
01/22/2021	131152	JAMES LEWEK	WAUKESHA REFUND W/S 16211	775.43
01/22/2021	131153	JOHN P LOCHEN CO. INC	P&R BOLTS, EDGE CUTTING	189.35
01/22/2021	131154	JOHNSON CONTROLS FIRE PROTECTION	IT STATION 2 ANNUAL FIRE ALARM SERVICE R	403.00
01/22/2021	131155	KELLY TARCZEWSKI	CT REIMBURSEMENT	20.26
01/22/2021	131156	KORNDOERFER HOMES	BLD 200831 OCCUPANCY BOND REFUND	500.00
01/22/2021	131157	LEAGUE OF WI MUNICIPALITIES	MEMBERSHIP DUES 2021	7,757.26
01/22/2021	131158	MAYER REPAIR	FD DOT INSPECTION	59.33
			FD DOT INSPECTION	59.33
			FD DOT INSPECTED	59.33
				177.99
01/22/2021	131159	MENARDS	P&R DROP SPREADER AND RATCHETING BIT DRI	110.56
			P&R FENDER WASHER AND PIPE INSULATION	61.38
			FD BATTERIES AND CABLES	49.46
			SW HEAVY DUTY HOSE	28.03
			SW TRANSFER PUMP AND UTILITY PAN	11.88
				261.31
01/22/2021	131160	MIKE MRAZ	FD HOVERCRAFT REPAIRS	675.00
01/22/2021	131161	MUNICIPAL PROPERTY INSURANCE	2021 INSURANCE	43,622.00
01/22/2021	131162	NAPA	FD BOXED CAPSULES AND BLISTER PACK	23.82
			SW NEW PIG ABS MAT	26.77
				50.59
01/22/2021	131163	NICHOLAS & AMANDA PASSINT	0929037 2020 TAX REFUND	2,815.60
01/22/2021	131164	OFFICE DEPOT	FD SUPPLIES	13.62
			PAPER	16.78
				30.40
01/22/2021	131165	PAYNE & DOLAN	PMT 2 26-10085300	56,712.36

Check Date	Check	Vendor Name	Description	Amount
01/22/2021	131166	PAYNE & DOLAN	26-10085300 FINAL PAYMENT	9,139.60
01/22/2021	131167	PAYNE & DOLAN	26-10086300 FINAL PMT	14,672.95
01/22/2021	131168	R&R INSURANCE SERVICES	FEB 2021 INSTALLMENT	27,357.00
01/22/2021	131169	R.A. SMITH & ASSOC., INC.	SW SWAN VIEW LIFT	4,133.50
01/22/2021	131170	REINDERS, INC.	P&R BLADE SERVICE PACK	651.29
01/22/2021	131171	RUEKERT & MIELKE, INC.	ENG WOODLEAF RESERVE PROFESSIONAL FEES	2,310.15
			ENG OAK & PENINSULA CONSTRUCTION ADMINIS	76,147.07
			ENG PEWAUKEE WOODS CULVERT REVIEW	4,293.25
			ENG CHRIST EVAN EROSION CONTROL	351.32
			ENG PAUL ROAD WATER MAIN RELAY	1,070.25
			ENG NORTHMOUND EROSION CONTROL	162.10
			ENG ANGELUS BUILDING EROSION CONTROL REV	192.32
			ENG KLEIN DICKERT EROSION CONTROL	517.14
			ENG FIVE FIELDS SURVEY AND DESIGN	429.15
			ENG KINDERCARE EROSION CONTROL	162.10
			ENG INLET REPAIR	14,009.73
			ENG NORTHVIEW ROAD SURFACE TREATMENT	774.50
			ENG SWAN VIEW FARMS CONSTRUCTION REVIEW	29,291.80
			ENG GLEN AT PARKWAY RIDGE CONSTRUCTION A	15,575.28
			ENG JOSEPH RD RECONSTRUCTION	936.75
			ENG DESIGN & BIDDING SHADY LANE & SHADY	651.25
			ENG OAK & PENINSULA CONSTRUCTION ADMIN	20,349.91
			ENG BRIOHN BUILDING BLUEMOUND RD	942.25
			ENG PEWAUKEE WOOD CULVERT	735.75
			ENG CHRIST EVAN EROSION CONTROL INSPECTI	287.29
			ENG ROAD PROGRAM STEEPLECHASE	810.00
			ENG FOX VIEW CT ROAD PROGRAM	916.00
			ENG NORTHMOUND EROSION CONTROL	348.72
			ENG ANGELUS EROSION CONTROL	409.22
			ENG KLEIN DICKERT EROSION CONTROL	922.95
			ENG FIVE FIELDS RD SURVEY AND DESIGN	144.32
			ENG KINDERCARE EROSION CONTROL	136.22
			ENG INLET REPAIR	547.25
			ENG NORTHVIEW ROAD SURFACE TREATMENT	2,910.00
			ENG SWAN VIEW CONSTRUCTION	18,032.91
			ENG GLEN AT PARKWAY RIDGE CONSTRUCTION A	4,982.40
			ENG JOSEPH RD DESIGN	11,950.25
			SW DEER HAVEN WELL MAINT.	152.00
			SW WOODLEAF RESERVE EROSION	6,921.82
			SW PUAL ROAD WATER MAIN RELAY	6,449.00
			SW ROCKWOOD DRIVE SANITARY SEWER	1,233.75
			SW WATER MODEL UPDATE	982.50
			SW WATER MODEL UPDATE	1,760.00
			SW WATER MODEL UPDATE	728.00
			SW RESERVOIR INSPECTION	651.00
			SW BROOKFIELD FUNDING ASSISTANCE	646.50
			SW WASTEWATER RATE STUDY	1,007.75
			SW WELL STATION 5 INSPECTION	1,051.00
			SW DEER HAVEN WELL MAINT.	7,245.00
				240,127.92
01/22/2021	131172	SEAT OF THE PANTS PRODUCTIONS LLC	P&R OLD FAMILY PHOTOS IN THE DIGITAL AGE	117.00
01/22/2021	131173	ULINE	P&R FOLDING TABLE DOLLY	402.74
01/22/2021	131174	VERIZON	SW TELEPHONE	334.74
01/22/2021	131175	WATER REMEDIATION TECHNOLOGY	SW BASE TREATMENT CHG	3,590.23
01/22/2021	131176	WAUKESHA CO TREASURER	PRISONER HOUSING	104.70
			DEPUTY OVERTIME	17,117.10

Check Date	Check	Vendor Name	Description	Amount
				17,221.80
01/22/2021	131177	WI RURAL WATER ASSOCIATION	SW SYSTEM MEMBERSHIP RENEWAL	585.00
01/22/2021	215(E)	ADP, LLC		362.41
01/22/2021	218(E)	DIVERSIFIED BENEFIT SERVICES, INC.	Flex Spend	89.97
01/22/2021	219(E)	DIVERSIFIED BENEFIT SERVICES, INC.	Flex Spend	694.93

100 TOTALS:

Total of 43 Disbursements: 597,886.16

CITY OF PEWAUKEE
COMMON COUNCIL AGENDA ITEM 4.

DATE: February 1, 2021

DEPARTMENT: Clerk/Treasurer

PROVIDED BY:

SUBJECT:

Discussion and Possible Action to Waive Special Event Fees for the Farmers' Market to be Held at Christ Lutheran Church Located at W240 N3103 Pewaukee Road on Wednesday Afternoons from May 12, 2021 through October 13, 2021 [Tarczewski]

BACKGROUND:

Joining us this evening will be:
Katie Neuman - Activities Director
Pastor Richard Warnecke - Outreach Pastor
Norman Bruce - Waukesha Farmers Market Organizer

FINANCIAL IMPACT:

RECOMMENDED MOTION:

ATTACHMENTS:

Description

Special Event Application

Additional Farmers Market Information

CITY OF PEWAUKEE
The City in the County

W240 N3065 Pewaukee Road
Pewaukee, WI 53072
262-691-0770, FAX: 262-691-1798
www.cityofpewaukee.us

SPECIAL EVENT PERMIT APPLICATION

May 2012

Permit approved		Date	
Permit fees paid		Date	
Deposit paid		Date	
Deposit returned?		Date	
		FEES ARE NON-REFUNDABLE	

APPLICATION AND PERMIT FEE IS DUE 90 DAYS PRIOR TO YOUR EVENT.

ORGANIZATION INFORMATION

Name of Organization: CHRIST EV. LUTHERAN CHURCH				
Street Address: W24Ø N31Ø3 PEWAUKEE RD.	City: PEWAUKEE	State: WI	Zip: 53Ø72	
Phone Number: 262-691-Ø72Ø	Are you a 501(c)3 Organization? *Circle one*		(Yes)	No
Event Contact Person (First & Last Name): RICHARD WARNECKE				
Address: W24Ø N31Ø3 PEWAUKEE RD	City: PEWAUKEE	State: WI	Zip: 53Ø72	
Email: pastorwarnecke@christpewaukee.org	Phone Number: 262-691-Ø72Ø	Day of Event Phone Number: 262-424-8792		

EVENT INFORMATION

Name of Event: 2021 PEWAUKEE/LAKE COUNTRY FARMERS' MARKET	Date(s) of Event: WEDNESDAYS MAY 12 – OCT 13, 2021	
Event Start Time: 3:00PM	Event End Time: 7:00PM	
Location of the Event*: CHRIST EV. LUTHERAN CHURCH, W24Ø N31Ø3 PEWAUKEE RD., PEWAUKEE, WI 53Ø72		
Will your event take place in a residential neighborhood? ***If yes, you will be required to notify all adjacent property owners when the event will occur.*** *Circle One*	Yes	(No)

You MUST attach a detailed map/sketch of your event indicating the specific location, layout of your event, the direction of the route, including all turns and the number of traffic lanes to be used.
****If you are using a City Park, you must reserve the park through the Park/Recreation Department prior to getting your special event permit approved by the Common Council. Call 262-691-7275.***

Generally describe your event and its purpose
The Pewaukee/Lake Country Farmers' Market will offer produce, vegetables, and agricultural goods along w/ service, non-profits, and other community partners that support our purpose. Our purpose is to provide/bring fresh foods to the people of Pewaukee and Lake Country. We hope to partner w/ our community to offer a valuable Family Day to our community supporting + connecting the summer Wednesday activities of the community.

Based on the class definitions found in the manual, what class is your event? *Circle One.*	**Class I**	**(Class II)**

Estimated Number of Participants	Spectators	Vendors
20-35 per week	150-300 per wk	30-50 per wk

OTHER INFORMATION

Is there an outdoor bar that will serve alcohol? ***If yes, liquor and bartender licenses are necessary under separate application.*** *Circle One.*		Yes	(No)
Please list the number of City of Pewaukee licensed bartenders that will be on site:			N/A
Will you be selling/serving food? ***If yes, you will need to contact the Waukesha County Health Department for proper permits.*** *Circle One.*		(Yes)	No
Will you be selling merchandise? ***If yes, you will need to obtain a Peddler's Permit under separate application.*** *Circle One.*		Yes	(No)
Will your event need electricity? ***If yes, the Fire Department and Building Inspection Department will need to inspect prior to being energized.*** *Circle One.*		Yes	(No)
Will you be setting up any lighting? ***If yes, the Fire Department and Building Inspection Department will need to inspect prior to being energized.*** *Circle One.*		Yes	(No)
Will your event require any fencing? ***If yes, please provide plans for the fencing location and the gates.*** *Circle One.*		Yes	(No)
Does the event involve fireworks? ***If yes, you will need to obtain a fireworks permit under separate application.*** *Circle One.*		Yes	(No)
Does the event involve amplified music? *Circle One.*		(Yes)	No
If yes, will the amplified music be a *(Circle one)* :	Band	DJ	(Other)
Hours of amplified music:	3hrs (3-6pm) solo or small groups.		
Please list the number of security staff you will be providing for the event:		1-2 volunteers	
Will you need barricades provided by the City for your event, if so, how many?		NO - Ø	
Will you be erecting any tents, canopies or other temporary structure(s)? ***If yes, You will need to provide a plan for their proposed locations and the Fire Department and Building Inspection Department will need to inspect these structures prior to the start of your event.*** *Circle One.*		Yes	(No)
Will you be providing portable restrooms and wash stations? *Circle One.*		Yes	(No)
If yes, how many will you provide and where will they be located? Also how will solid waste be disposed of?		* using building restrooms 6 womens stalls, men 2 stalls 3 urinals 1 family bathroom	
Will you provide parking for participants? *Circle One.*		(Yes)	No
If yes, where will parking be available?		onsite parking lot at Christ Ev. Lutheran Church over 270 spaces, approx 150-200 for spectators remaining spaces for vendors & volunteers	
Will you provide a dumpster/clean-up services? *Circle One.*		(Yes)	No
If yes, please describe your clean-up and refuse collection plan.		* onsite dumpsters at Christ Ev. Lutheran Church vendors that generate waste are to provide a 30gallon or larger trash receptacle and take their garbage & recyclables with them.	

OTHER INFORMATION CONTINUED

What other assistance do you foresee needing from the City (personnel, materials, and/or equipment)?

None

Have you reviewed and do you have a copy of the **City of Pewaukee Special Events Manual** as well as the **City Special Events Ordinance**? *Circle One.*	Yes	No

INSURANCE REQUIREMENTS

The Special Event Sponsor will obtain liability insurance for an event that includes alcohol, has more than 150 people per day or involves a road closure. Proof of this insurance with coverage no less than $1,000,000 which names and endorses the City, its officers, agents, employees and contractors as an additional insured party is due no later than 20 days before the event.

Are you able to provide these insurance documents, if required? ***Circle One.*** (Yes) **No**

DEPOSIT REQUIREMENTS

The applicant may be required to submit to the City a cleaning/damage deposit of $200 per day for each scheduled day of the event (or portion thereof), two weeks prior to the starting date of the event. The deposit shall be refunded to applicant, if, upon inspection, all is in order, or a prorated portion thereof as may be necessary to reimburse the City for loss or cleaning costs. The City reserves the right to retain the entire deposit if cleanup is not completed satisfactorily in the time frame as specified in the permit. Unless otherwise stated in the permit, the applicant shall be fully responsible for all necessary cleanup associated with the permitted event to be completed within twelve (12) hours after the conclusion of the event. (This deposit is separate from any deposit required by the Park/Recreation Department for park use).

TERMINATION OF AN EVENT

The City reserves the right to shut down a special event that is in progress if it is deemed to be a public safety hazard by Police Services and/or Fire Department and/or there is a violation of City Ordinances, State Statutes or the terms of the Applicant's permit. The City Administrator and/or his/her designee may revoke an approved Special Events Permit if the applicant fails to comply in good faith with the provisions of the permit prior to the event date.

By signing this form, the applicant certifies authorization to act on behalf of their organization and hereby agrees to hold the City, its officers, employees, agents and contractors, harmless against all claims, liability, loss, damage or expense (including but not limited to actual attorney's fees) incurred by the City for any damage or injury to person or property caused by or resulting directly or indirectly from the activities for which the permit is granted. Any change to coverage requires City approval.

Rudd K. Miller — *Signature of Applicant*

1-22-21 — *Date*

For staff use only

Fees collected with application submission:

_____ **Class I Event**

_____ **Class II Event**

_____ **PERMIT FEES CHARGED**

Common Council approval*, if necessary, on:*

_____

Police Services approval:*

_____

Application forwarded to:

- ☐ *Administrator*
- ☐ *Building Inspector*
- ☐ *Fire Chief*
- ☐ *Park & Rec Director*
- ☐ *Police Services*
- ☐ *Public Works Director*

Fire Department approval:*

_____

Addt'l fees charged by Departments

_____ Administration

_____ Building Inspection

_____ Fire

_____ Public Works

_____ Police Services

_____ Security Deposit

**Comments/concerns should be attached separately*

Rev 2/14/13

CHURCH MUTUAL INSURANCE COMPANY

3000 Schuster Lane
Merrill, WI 54452

COMMON POLICY DECLARATIONS

POLICY NUMBER: 0017340 25-098391 **PREVIOUS POLICY NUMBER:** 0017340 02-991481

COMPANY NAME 18767	PRODUCER NAME 01-005
Church Mutual Insurance Company 3000 Schuster Lane Merrill, WI 54452 (800) 554-2642	DOUG LECLAIR CHURCH MUTUAL INS CO 3000 SCHUSTER LANE MERRILL, WI 54452

NAMED INSURED: CHRIST EVANGELICAL LUTHERAN CHURCH

MAILING ADDRESS: W240N3103 PEWAUKEE RD
PEWAUKEE, WI 53072-4045

POLICY PERIOD: FROM 05/02/2020 **TO** 05/02/2021
AT 12:01 A.M. STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE.

BUSINESS DESCRIPTION	

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

THIS POLICY CONSISTS OF THE FOLLOWING COVERAGE PARTS FOR WHICH A PREMIUM IS INDICATED. THIS PREMIUM MAY BE SUBJECT TO ADJUSTMENT.

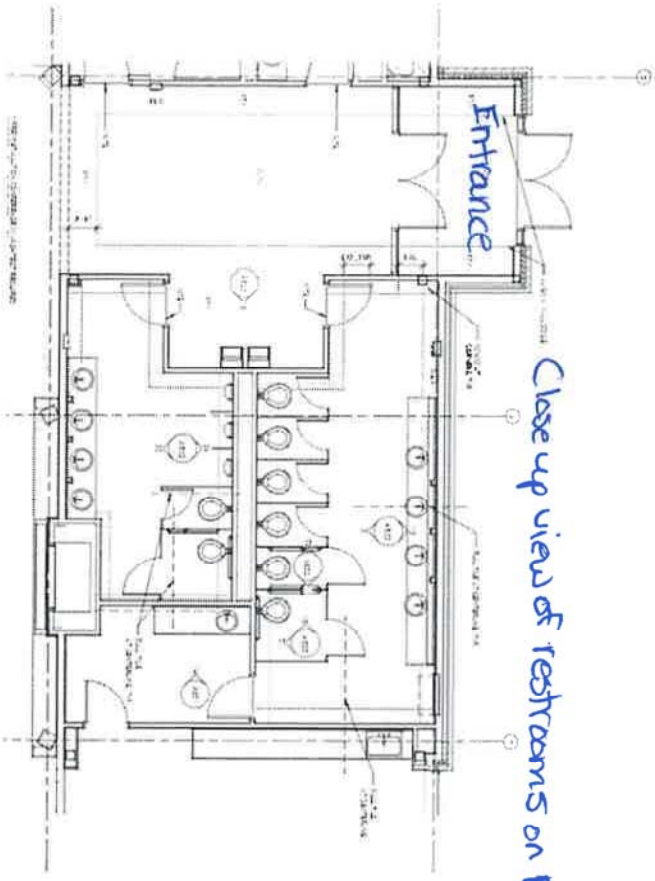
	PREMIUM
COMMERCIAL CRIME COVERAGE PART	$19.00
COMMERCIAL GENERAL LIABILITY COVERAGE PART	$3,677.00
COMMERCIAL INLAND MARINE COVERAGE PART	$50.00
MANAGEMENT PROTECTION LIABILITY COVERAGE PART	$248.00
COMMERCIAL PROPERTY COVERAGE PART	$6,748.00
TERRORISM - CERTIFIED ACTS (GENERAL LIABILITY)	$16.00
TERRORISM - CERTIFIED ACTS (PROPERTY)	$181.00
TOTAL:	$10,939.00

Copyright, CM Insurance, 2019
Includes copyrighted material of Insurance Services Office, Inc. with its permission.

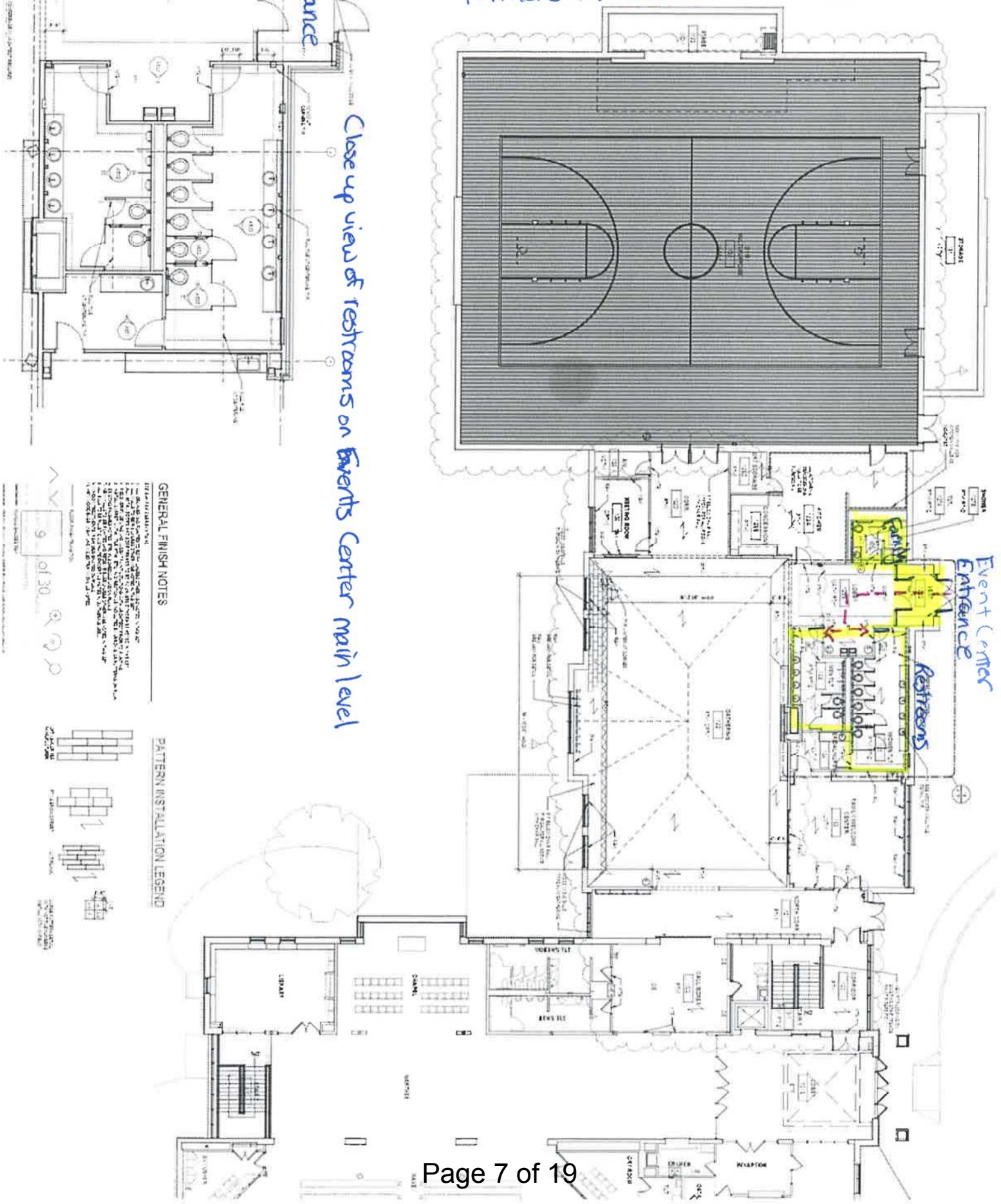
Christ Ev. Lutheran Church
Parking Lot
Farmers' Market Setup & Parking (tentative)



Christ Ev. Lutheran Church
Events Center
Farmers' Market Restroom use



Close up view of restrooms on Events Center main level



2021 Pewaukee / Lake Country Farmers' Market Letter
W240N3103 Pewaukee Road, Pewaukee, WI 53072

February 1, 2021

Application Form

Dear Potential Vendor,

Christ Lutheran Church is planning to host the 2021 Pewaukee / Lake Country Farmers' Market. By signing the application, you are agreeing to follow the Guidelines set forth by the 2021 Pewaukee / Lake Country Farmers' Market.

Enclosed with this letter are the 2021 Vendor Application and the Market Guidelines. The location of the Pewaukee / Lake Country Farmers' Market will be Christ Lutheran Church's parking lot. All stalls will accommodate a **10'x10' tent**.

The spaces are numbered on the pavement. Do not go past the markings at the front of your space. Every effort will be made to create an appropriate marketing environment.

Hours for the Pewaukee / Lake Country Farmers' Market are Wednesdays from **3:00 pm to 7:00 pm,** May 12 through October 13, 2021.

- **Daily Vendors** (May 12 – Oct 13) $40 per Wednesday
- **There will be an Early Bird Discount of $100 from above prices if full payment, application and certificate of insurance liability for $100,000/$300,000 aggregate is received before March 15, 2021.**
- **Vendors sending in their application after March 16, 2021 will pay full price.**
- Craft vendor prices are the same as above, but their applications will be processed after the produce and food vendors' deadline. Craft vendors are allowed to compose approximately 10% of the Farmers' Market vendors. **Craft vendors must supply photos of themselves creating and assembling their items before applications will be approved.**

Off-Peak Season is often difficult for produce farmers to have a large variety of product. We anticipate Off-Peak Season may include a higher percentage of flower vendors, arts & crafts, baked goods, etc.

Not all spaces have room to park a vehicle. For loading and unloading however you will be allowed to pull up as close as possible and then park your vehicle in the designated vendor parking area. All vehicles need to be out of the market footprint by 2:30 pm. Please read the application carefully.

The application has a line to mark whether you must have your vehicle with you or not. If you do not absolutely need your vehicle, vendors will have a greater chance of getting a space if you're able to fill one of the non-vehicle spaces. We charge extra for the season to have your vehicle in your spot.

The Pewaukee / Lake Country Farmers' Market will open on Wednesday, May 12, 2021. It is important to have the vendor stalls full on that day. Even if your potential product is not available for purchase that day, we strongly encourage you to attend. Please consider providing information on the products that you will have available during the season. Produce vendors will be limited to two spaces.

Food and other vendors are usually limited to one space. Priority will be given to produce and food related vendors seeking Full Season and Peak Season space unless approved by market management.

Vendors wanting to rent space on a *daily basis* must complete the application and provide a Certificate of Liability Insurance, $100000/$300,000 aggregate, listing Christ Lutheran Church and the Pewaukee / Lake Country Farmers' Market on the certificate as Additional Insureds. They must indicate that they will be a Daily Vendor at some point in the season. Vendors are strongly encouraged to pre-register. After registering, Daily Vendors pay on the day of their attendance providing there is apace available. The Daily Rental Fee is $40. Daily Vendors should apply well before the dates they want to come to the market to make sure they are approved as a vendor.

No brokers, agents, tiered sales, or commissioned sellers will be approved as vendors.

If you are a new food vendor, you must include the necessary permits from the Health Department or your application will not be accepted. If you have any questions, contact the Waukesha County Division of Environmental Health at (262) 896-8326 and ask for Charlie Bloom. ***You must also provide a 30 gallon or larger receptacle to accommodate waste.***

Vendors who intend to use a generator must indicate that on the application form. Generator use at the Market will be limited. You must have prior written or emailed permission from the Pewaukee / Lake Country Farmers' Market to run your generator. Generators will be inspected by Market Management for noise level, fumes, disturbance to neighboring vendors, and safety. Inspections may be made throughout the season. If your generator does not meet approval, you will need to make arrangements for an alternative power source the following week. If your generator is deemed an immediate safety problem, you will be asked to stop the generator immediately. On a space available basis in following weeks, your stall assignment may be reassigned to a more appropriate location to run a generator. Use of a generator always requires approval from the Farmers' Market management team.

Final vendor approval and vendor locations in the market will be at the discretion of Market Management. **Once you are assigned your space it will not be changed.** Unresolved disputes over issues can result in cancellation of a vendor's contract.

Please note: With your application, you must provide copies of all licensing required by the State of Wisconsin and Waukesha County as well as a Certificate of Liability Insurance listing Christ Lutheran Church and the Pewaukee / Lake Country Farmer's Market as Additional Insureds.

- **Applications are due by March 15, 2021 to receive the $100 Early Bird Discount.**
- **Vendors sending in their applications and payment after March 15, 2021, or without their permits and proper Certificate of Liability Insurance will pay full price to participate in the market.**

When completing your application, please include the exact address where the produce is grown (not intersections or city only). Incomplete applications will not be accepted. Upon signing the form, you agree to an on-site inspection of your growing area and cooperation with the Market Management team.

If you have any questions, please feel free to contact us at 262-691-0720 ext. 250.

Thank you,

Pewaukee / Lake Country Farmers' Market Team

2021 Pewaukee / Lake Country Farmers' Market Application

W240N3103 Pewaukee Road, Pewaukee, WI 53072

Name _____

Business Name _____

Address _____

City _____ State _____ Zip _____

Phone _____ Email _____

Facebook _____

Website _____

* Address where produce is grown _____

(You must include this information to be considered for Farmers' Market vendor space.)

Number of Stalls Amount Due

_____ _____

_____ _____

_____ _____

Off Peak Season (May 12 – June 9) $250 no vehicle; $310 w/vehicle
Peak Season (June 16 – Oct 13) $325 no vehicle; $390 w/vehicle
Full Season (May 12 – Oct 13) $375 no vehicle; $440 w/vehicle

* Vendors subtract an Early Bird Discount of $100 from above prices if payment is received before March 15, 2021.

□ I am applying to have my vehicle in my booth.

□ I am applying as a Daily Vendor ($40 per day. No fees due right now.)

□ I am applying to use a generator. (See Guidelines for restrictions.)
Generators need to be approved by market management. Generators deemed to be too loud will not be permitted. Check with Market Management.

Please provide a detailed list of specific items to be sold ("vegetables" is not sufficient). Use a separate sheet of paper if needed. Vendors will be chosen based upon products.

_____

_____

Please indicate which type of vendor you are: Produce _____ Flowers _____ Food _____ Hot Food _____ Art/Craft _____ Other _____

Please note: With your application, you must provide copies of all licensing required by the State of Wisconsin and Waukesha County along with proof of insurance including your insurance carrier and policy number.

The renter of a market stall(s) holds harmless the Pewaukee / Lake Country Farmers' Market and Christ Lutheran Church from and against all causes of action, claims, demands, suits, liability, or expense by reason of loss or damage to any property or bodily injury to any person, including death, as direct or indirect result of use of any rented or occupied market space or in connection with any action or omission of the renter who shall defend the above, Pewaukee / Lake Country Farmers' Market and Christ Lutheran Church in any such cause of action or claim. By signing this form, I agree to an inspection of my growing/producing area and confirm that I have read and understand the rules of the Pewaukee / Lake Country Farmers' Market.

☐ **Check Box indicate:1. Application 2. Payment 3. Insurance Certificate naming Pewaukee / Lake Country and Christ Lutheran Church as additional Insured are all included for a completed application.**

Signature_____ Date _____

Please return this form with all sections filled in, along with your Certificate of Liability Insurance listing Christ Lutheran Church and the Pewaukee / Lake Country Farmers' Market as Additional Insureds, $100,000/$300,000 aggregate, and **full payment by March 15, 2021 to get your $100 early bird discount. Applications received by March 15, 2021** without a Certificate of Liability insurance will not receive the $100 discount. Checks are to be made payable to: Christ Lutheran Church. If you want to request a certain booth, we need this form returned by March 15, 2021. We will do our best to accommodate, no guarantees. Approved vendors will receive their assigned stalls and a vendor map at the Famers Market Vendor Meeting on May 5, 2021 either at 3:00 pm or 4:00 pm at Christ Lutheran Church, W240N3103 Pewaukee Road, Pewaukee, WI 53072

2021 Pewaukee / Lake Country Farmers' Market
Non-Profit Application

Christ Lutheran Church
W240 N3103 Pewaukee Road, Pewaukee, WI 53072
262-691-0720 ext. 250

Name _____

Business Name_____

Address_____

City_____State_____Zip_____

Phone_____Email_____

Facebook_____

Website_____

Non-Profit Corporation EIN Number_____

Official Non-Profit Corporation Name _____

Federal Non-Profit ID Number _____

Please provide a brief mission statement or description of your activities at the Farmers' Market:

_____

_____

_____

_____

Please note: With your application, you must provide copies of all licensing required by the State of Wisconsin and Waukesha County as well as evidence of insurance.
The renter of a market stall(s) holds harmless the Pewaukee / Lake Country Farmers' Market and Christ Lutheran Church from and against all causes of action, claims, demands, suits, liability, or expense by reason of loss or damage to any property or bodily injury to any person, including death, as direct or indirect result of use of any rented or occupied market space or in connection with any action or omission of the renter who shall defend the above, Pewaukee / Lake Country Farmers' Market and Christ Lutheran Church in any such cause of action or claim. By signing this form, I confirm that I have read and understand the rules of the Pewaukee / Lake Country Farmers' Market.

Signature_____ Date _____

Please return this form with all sections filled in, along with your Certificate of Liability Insurance listing Pewaukee / Lake Country Farmers' Market and Christ Lutheran Church as Additional Insureds, $100,000/$300,000 aggregate, and full payment by March 15, 2021 to get your $100 early bird discount. Applications received by March 15, 2021 without a Certificate of Liability insurance will not receive the $100 discount. Checks are to be made payable to: Christ Lutheran Church. If you want to request a certain booth, we need this form returned by March 15, 2021. We will do our best to accommodate, no guarantees. Approved vendors will receive their assigned stalls and a vendor map at the Farmers' Market Vendor Meeting on May 5, 2021.

2021 Pewaukee / Lake Country Farmers' Market Special Guidelines

Christ Lutheran Church
W240N3103 Pewaukee Road, Pewaukee, WI 53072
262-691-0720 ext. 250

LOCAL PEWAUKEE / LAKE COUNTRY
Service Organizations, Community Partners and Non-Profit Guidelines

The Pewaukee / Lake Country Farmers' Market has designed a space and an environment to best fit the community that the market serves. To make and keep that environment matching the design, the market management, without prejudice, will choose to accept vendors, service organizations, community partners and non-profit organizations to support their function. These organizations must follow the guidelines as shown below.

- Non-profit participants must provide their non-profit EIN number and official non-profit corporation name for verification purposes. The Pewaukee / Lake Country Farmers' Market reserves the right to verify your non-profit status.
- All organization must have an application on file with Pewaukee / Lake Country's Farmers' Market before attending the market.
- Each organization may only participate, during the duration of the 2021 market, four times, providing that their requested dates are approved.
- Each organization may participate at the market no more than once each month, providing dates approvals.
- Participants from the organization may not wander around the market distributing materials, nor should they approach customers beyond six feet of their assigned booth space.
- Participants may not sell or give away any food or drink at the market.
- Any sale of products must be approved by the market management and may not compete with market vendors.
- Organizations should distribute the Farmers' Market flyers, along with any of their own materials.
- The location for setup will be chosen by the market management.
- Organizations must supply their own table and chairs. Set-up participants must be at the market by 2:00 pm on Wednesdays.
- **In Lieu of a fee or donation to the market we ask you to promote the Pewaukee / Lake Country Farmers' Market on your website and marketing materials.**
- Please provide market management with a certificate of insurance along with your application **Listing Pewaukee / Lake Country Farmers' Market and Christ Lutheran Church as Additionally Insured with limits of $100,000/ $300,00 Aggregate.**

We appreciate your assistance in creating the proper market environment. The market management recognizes that each and every organization plays a vital part in showing the cooperation and collaboration that makes the Pewaukee / Lake Country Farmers' Market a true and deserving destination for our wide-ranging community. Please remember that the market management retains the rights to modify booth selection and conditions at any time.
If you have any further questions, please feel free to call Pastor Rich Warnecke at 262-691-0720, ext. 250.

2021 Pewaukee / Lake Country Farmers' Market Guidelines

- Every vendor participating in the 2021 Pewaukee / Lake Country Farmers' Market **MUST HAVE** a Certificate of Liability Insurance, $100,000/$300,000 aggregate, **listing Christ Lutheran Church and the Pewaukee / Lake Country Farmers' Market on the certificate as Additional Insureds.** Your insurance provider can provide you with this certificate. Vendors will not be allowed to participate in the market without the Certificate of Liability Insurance which must be provided to Christ Lutheran Church before the market begins on May 12, 2021.
- The Pewaukee / Lake Country Farmers' Market hours are 3:00 pm – 7:00 pm on Wednesdays from May 12 through October 13, 2021.
- Any on-site concerns should be directed to the Farmers' Market Management who are at the Market Information Booth.
- Pewaukee / Lake Country Farmers' Market welcomes vendors to participate who offer agriculture or craft-based products. No vendor is welcome to participate who has political or lifestyle-based agendas. All clothing, banners, and display materials must also reflect a non-political and /or non-lifestyle-based agenda. All vendor clothing must reflect modesty. Any vendor will be asked to leave if these requirements are not honored.
- Pewaukee / Lake Country Farmers' Market requires that all farmers/vendors produce 100% of the products they sell. Vendors shall sell only items that have been approved on the Application submitted. The Farmers' Market has sole discretion to add or delete items from the list. The sale of any goods not grown or produced by the vendor is prohibited. Products shall be locally grown, have seasonal integrity and are of high quality. Persons selling must be family members or paid employees. No brokers, agents, or commissioned sellers may sell produce or products at the markets. **Violation of these rules could result in suspension of your permit for up to one year**. Vendors **shall make available for inspection those lands or areas on which produce or products sold at the market are raised or produced.**
- **Vendors selling processed food products must provide a copy of their retail food license or food processing plant license at the time of application, this does not apply to those under Wisconsin's Pickle Bill. If any vendor is deemed to be in violation of health codes pertaining to such products the vendor will be immediately removed from the market for the day and the proper regulatory agency notified.**
- Vendors and their employees shall conduct themselves in a pleasant and courteous manner to other vendors, customers, and Farmers' Market management. Foul language, profanity, or other rude behavior is not permitted. Vendors must cooperate with Farmers' Market Management following all rules of operation.
- Radios may not be used during market hours. Broadcasting of any type of sound or music must first be approved by Christ Lutheran Church Farmers' Market Management**.** Live musical groups must apply and be placed on the Farmers' Market Calendar. All playlists must be submitted for approval.
- Vendors are responsible for collecting and paying any sales tax that may be assessed on their products. Vendors shall be solely responsible for filing any and all returns required by state or local governmental authorities.
- The Farmers' Market site will be located at Christ Lutheran Church's parking lot in Pewaukee. Approved vendors will receive their stall assignments and vendor maps at the **Vendor Meeting on May 5, 2021**. Notices will be mailed through USPS by request only. Produce vendors may request a maximum of two (2) stalls and exceptions must be approved by market management. All other vendors are limited to one stall. Each regular stall will accommodate a 10'x10' tent. The spaces are numbered on the pavement. Do not go past the markings at the front of your space. The marks are there to provide an adequate amount of space in the event an emergency vehicle needs to get through. Every effort will be made to create an appropriate marketing environment.

- The Market Manager will be on-site by 1:30 pm each Wednesday. **All vendors must be parked by 2:00 pm and will remain until 7:00 pm**. Vendors may not able access to their regular stalls after 2:15 pm. Stalls will be filled with Daily Vendors at 2:15 pm as necessary. Vendors not coming to the market must notify the Market Management at 262-691-0720 ext. 250 by 12:00 pm the Tuesday before the market date. After 12:00 pm on Tuesday and on Wednesday by 8:00 am, call the Market Management if you are not coming. You will be given the contact information before May 12. If you are not at the Farmers' Market and we have not been contacted by you by 2:15 pm your stall may be given to a daily vendor. For the safety of other vendors/pedestrians, if you arrive after 2:15 pm you will not be allowed to drive into your space, and your product will have to be hand carried. See market management about safe entry into the market. Vendors who do not abide by this guideline may lose their stall assignment preference in 2021. Please cleanup immediately following event. All vendors must be cleaned and packed up by 7:00 pm.
- Only locally grown, in-season produce, and flowers may be sold at the Farmers' Market. No wholesale loads of produce may be marketed. No brokers, agents, or commissioned sellers. Selling products not locally grown and/or crafted in Wisconsin may result in expulsion from the Farmers' Market, by signing your application, you agree to participate in random location inspection.
- Baked goods, canned goods, and on-site prepared foods must follow all Health Department rules. Necessary permits must be included with your application. For further assistance, please contact Environmental Health Sanitarian, at (262) 896-8326 and ask for Charlie Bloom. Inspections are performed by the Waukesha County Division of Environmental Health.
- ***If you are a food/beverage vendor and your booth generate waste you must provide a 30 gallon or larger trash receptacle. Each vendor will receive one warning for failing to provide the required trash container, each subsequent occurrence will result in a $25 fine.***
- Locally made arts and/or crafts may also be sold at the Farmers' Market. All products must be handmade. Craft items will be reviewed and will be rejected if found to not be handmade. All craft vendors must provide photos of you creating and assembling your items before your application will be approved. No flea market-type items are allowed. Non produce vendors are limited to one stall during peak season. Priority will be given to food and garden related vendors seeking Full Season and Peak Season stalls.
- Vendors are required to abide by all Federal, State, County or City laws and regulations regarding the sale of their goods. Copies of all required licenses and/or permits must be with you while attending the Farmers' Market.
- No livestock may be sold.
- When items are being sold by weight, an accurate scale must be used. Scales are subject to inspection by the Wisconsin Department of Agriculture.
- If serving food, which may leave grease drippings on ground, please place cardboard on the ground to collect drippings and provide the required trash containers to accommodate waste.
- **Smoking** by vendors is **not permitted** on the grounds of the Farmers' Market.
- Vendors may not bring pets and/or animals to the Farmers' Market.
- No alcoholic beverages and no firearms are allowed in the Farmers' Market.
- Please do not leave children unattended.
- Vendors are required to park in assigned vendor parking.
- We will offer gift certificates for the Farmers' Market and you agree to accept them by being a Farmers' Market vendor.
- **Garbage & Recycling:** ***We require each vendor to supply a 5 gallon or larger container to be placed at the front of their booth.*** The information booth will supply garbage signs. All vendors are expected to clean up & sweep their stall area after each market and **take their garbage and recyclables with them**. Failure to do so will result in a service fee of $25.00 per occurrence. *****The Christ Lutheran Church garbage cans are NOT an option for vendors***.**
- Vendors found placing waste in the Christ Lutheran Church trashcans will be subject to a $50 fine from the Farmers' Market. If a vendor is found placing waste in the Christ Lutheran Church trashcans a second time, they will be expelled from the Farmers' Market for the remainder of the 2021 season.

- **GENERATORS:** Vendors who intend to use a generator must indicate that on the application form. Generator use at the Market will be limited. **You must have prior written or emailed permission from the Pewaukee / Lake Country Farmers' Market Team to run your generator.** Generators will be inspected by Market Management or staff for noise level, fumes, disturbance to neighboring vendors, and safety. Inspections may be made throughout the season. If your generator does not meet approval, you will need to make arrangements for an alternative power source the following week. If your generator is deemed an immediate safety problem, you will be asked to stop the generator immediately. On a space-available basis in following weeks, your stall assignment may be reassigned to a more appropriate location to run a generator.
- Vendors must cooperate with the Farmers' Market Management and obey all guidelines. IF a problem is reported or observed, a vendor will be notified verbally, and then in writing, stating the problem. Failure to respond to the problem will result in termination of the vendor at the Pewaukee / Lake Country Farmers' Market without any refund of any fees
- A vendor identification sign will be assigned to you. This sign is the property of the Pewaukee / Lake Country Farmers' Market and its purpose is customer navigation and vendor identification. **All vendors are required to display this sign in a prominent place in your booth while open in the market.** You will be charged $10.00 for a replacement sign should the sign assigned to you become lost or destroyed. Repeated failure to display the sign in your booth will result in warnings and possible market termination for the season.
- Vendors may not offer food or drink items as promotional giveaways without prior approval from the Farmers' Market Management.
- ***Tents/Displays/Booths must be appropriately weighted down. Vendors will be given one warning for their first violation of not having their booth appropriately secured. Subsequent violations will result in a $25 fine per occurrence.***
- The Pewaukee / Lake Country Farmers' Market has established these guidelines. Any concern should be addressed to Christ Lutheran Church at W240N3103 Pewaukee Road, Pewaukee, WI 53072, phone 262-691-0720 ext 250, or pastorwarnecke@christpewaukee.org.

Thank you for participating in the 2021 Pewaukee / Lake Country Farmers' Market

Pewaukee / Lake Country Farmers' Market 2021
Musician Application & Information

Thank you for your interest in being a musician for the 2021 Pewaukee / Lake Country Farmers' Market!

The Pewaukee / Lake Country Farmers' Market is an open-air, producer-only, public market that operates every Wednesday, from the second week in May through the second week in October. The market runs from 3:00 pm to 7:00 pm rain or shine. The Pewaukee / Lake Country Farmers' Market is held at Christ Lutheran Church of Pewaukee's parking lot.

The Pewaukee / Lake Country Farmers' Market is an asset to our community and the vendors make it all possible. The market is not only become a place where local residents can purchase affordable Wisconsin grown products, but a meeting place and popular Wednesday afternoon ritual for many people.

In this informational packet you will find an application for musicians who are interested in performing at the market as well as guidelines and information concerning set-up, parking, etc.

Please review the enclosed information, fill out the application and email it or mail it to the address listed below.

Return your application ASAP to reserve your spot.
Once we have received your information we will review it and notify you of our decision.
Thank you and we look forward to working with you.

Pastor Richard Warnecke
Christ Lutheran Church
Pewaukee / Lake Country Farmers' Market
W240N3103 Pewaukee Road, Pewaukee, WI 53072
262-691-0720 ext. 250
pastorwarnecke@christpewaukee.org
www.christpewaukee.org

The Pewaukee / Lake Country Farmers' Market is a family friendly event, and we ask that any musicians applying to perform at the Market keep this in mind. Market management reserves the right to determine what is and is not appropriate music for the Market. **We ask that all musicians applying to play at the Market for the first time, provide us with a sample of their work. You can provide us with a CD, a link to your website, or an audio file.**

We are looking for musicians who can play between the hours of 3:00 pm and 6:15 pm on Wednesday afternoon, May 12 through October 13. See the application for performance time options. You can sign up to perform for more than one Wednesday during the six-month run of the Market. Please indicate on your application what days and times you are available to perform. You do not need to be available for the entire 3 hours of the Market, although that is an option. We can schedule more than one group of musicians for any particular Wednesday.

While the Market DOES NOT pay its musicians to perform, you will benefit from the exposure you will get while playing at the Market. Thousands of marketgoers attend our Market each week. You are welcome to put out a tip jar and sell any CDs, t-shirts, or other items you may have to promote yourself or your musical group. You are also welcome to offer any printed material you have such as business cards or brochures.

We will provide a 10x10 canopy tent which will be set up ahead of your arrival along with a generator or electric hookup. You must bring your own chairs, music stands or any other equipment you need to perform. Farmers' Market management will be on hand to answer any questions you may have or to assist you with set-up.

If you are unable to perform on your scheduled dates please notify us ASAP.

Pewaukee / Lake Country Farmers' Market 2021
Wednesdays
May 12 - October 13, 2021
3:00 pm – 6:15 pm

Pastor Richard Warnecke
Christ Lutheran Church
Pewaukee / Lake Country Farmers' Market
W240N3103 Pewaukee Road, Pewaukee, WI 53072
262-691-0720 ext. 250
pastorwarnecke@christpewaukee.org
www.christpewaukee.org

2021 Pewaukee / Lake Country Farmers' Market
MUSICIAN APPLICATION

Name of Musical Group_____

Contact Name_____

Address_____

City_____State_____Zip_____

Phone_____Email_____

Kind of Music You Play_____

Website/Link to a Sample of your Music_____

Facebook_____

Other Events Where You Have Performed_____

_____

_____

_____

Dates You Would be Available to Perform at the Market_____
(Wednesdays, May 12 through October 13, 2021)

Times You Would be Able to Perform at the Market_____
(3:00-4:30 pm) (5:00-6:15 pm)

We ask all musicians to include the Pewaukee / Lake Country Farmers' Market 2021 dates you are performing on your website and in your advertising. Please like the Pewaukee / Lake Country Farmers' Market Facebook page.

CONTACT INFO
Pastor Richard Warnecke
Christ Lutheran Church
Pewaukee / Lake Country Farmers' Market
W240N3103 Pewaukee Road, Pewaukee, WI 53072
262-691-0720 ext. 250
pastorwarnecke@christpewaukee.org
www.christpewaukee.org

Pewaukee / Lake Country Farmers' Market COVID-19 Guidelines
Dated February 1, 2021

These are subject to change when new information is shared with the management team.
Farmers markets, like grocery stores are considered an essential food resource. Wisconsin's Safer at Home Order has exempted them from being closed and from the mass gathering restriction instituted as a result of COVID-19.
The Pewaukee / Lake Country Farmers' Market has decided to adopt these new guidelines in order to facilitate a safe opening of our market after consultation with the Waukesha County Health Department.

1. At this time, produce and product vendors will be permitted in the market as allowed by the State Order.
2. People will travel in a clockwise direction throughout the market.
3. No sampling of products will be allowed.
4. Vendor set-up will be modified to allow more space between selling areas.
5. Booth spaces will be modified to increase the space between vendors and customers.
6. Social distancing will be practiced throughout the market.
7. All prepared foods will be pre-packaged for takeout consumption.
8. Vendors will handle products until given to the customer.
9. All vendors will have hand sanitizer at their booths.
10. Customers are encouraged to bring their own individual hand sanitizer as well.
11. Parents are advised to closely supervise children while in the market. Children should always be kept within an arm's length of their parents.
12. If you are running a fever, coughing, or generally not feeling well, please stay home.
13. We are encouraging everyone to use common sense and act responsibly when attending the market.

Vendor Information

1. If you are not feeling well, please stay home. Contact the market's manager at 262-691-0720 ext. 250 to let him know that you won't be coming.
2. We encourage you to have one person handling all money transactions.
3. Use individual bags for each type of product when possible.
4. Clean and disinfect tables and surfaces, including tablecloths, when setting up and as needed.
5. Use single use gloves when they are warranted.
6. Avoid touching hands to the face, nose, or eyes.
7. Please advise customers of correct cleaning procedure for any products purchased.
8. Vendors that have any concerns about coming to the market should contact the market manager.

Questions, suggestions or concerns may be directed to:

Pastor Richard Warnecke
Christ Lutheran Church
Pewaukee / Lake Country Farmers' Market
W240N3103 Pewaukee Road, Pewaukee, WI 53072
262-691-0720 ext. 250
pastorwarnecke@christpewaukee.org
www.christpewaukee.org

CITY OF PEWAUKEE
COMMON COUNCIL AGENDA ITEM 5.

DATE: February 1, 2021

DEPARTMENT: Public Works

PROVIDED BY: Magdelene Wagner

SUBJECT:

Discussion and Possible Action to Approve the Third Reduction of the Swan View Farms Phase 1 Letter of Credit from $1,930,234.37 to $1,128,975.56 (Reduction of $801,258.81) [Wagner]

BACKGROUND:

The Swan View Farms Phase 1 development construction continues. To date they have all the sanitary sewer, water main, storm sewer, ponds, grading work, curb and gutter, and the first lift of asphalt installed. We recommend the requested reduction to reflect the work that has been completed. The remaining letter of credit value of $1,128,975.56 is sufficient to complete the project.

FINANCIAL IMPACT:

None at this time

RECOMMENDED MOTION:

Common Council approves the Third Reduction of the Swan View Farms Phase 1 Letter of Credit from $1,930,234.37 to $1,128,975.56 (Reduction of $801,258.81).

ATTACHMENTS:

Description

Swan View LOC Third Reduction request

Pay application supporting LOC Reduction

Wagner, Magdelene

From: Carl Tomich <carlt@westridgebuilders.com>
Sent: Friday, January 22, 2021 9:14 AM
To: Wagner, Magdelene
Subject: RE: Swan Draws
Attachments: 2019 Swan View Farms.pdf

Maggie-

Can I get another reduction in the LOC for this invoice of $800K, I totally missed in and forgot. This was billed over a month ago.

Thanks Carl

Carl P Tomich
President/C.E.O.
P262.547.0326 F262.542.4361
carlt@westridgebuilders.com
www.westridgebuilders.com

From: Wagner, Magdelene <wagner@pewaukee.wi.us>
Sent: Friday, November 6, 2020 9:44 AM
To: Carl Tomich <carlt@westridgebuilders.com>
Subject: RE: Swan Draws

Hi Carl,

I'll add this to the 11/16 Common Council meeting agenda.

Thanks,
Maggie

Magdelene Wagner, P.E.
Director of Public Works/City Engineer
City of Pewaukee
W240N3065 Pewaukee Road
Pewaukee, WI 53072
262-691-0804

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From: Carl Tomich [mailto:carlt@westridgebuilders.com]
Sent: Friday, November 6, 2020 9:38 AM
To: Wagner, Magdelene <wagner@pewaukee.wi.us>
Subject: RE: Swan Draws

Maggie-

Can I get this next reduction for these two bills $1,895,381.75 plus $292,003.98 totaling $2,187,385.73.

Thanks Carl

Carl P Tomich
President/C.E.O.
P262.547.0326 F262.542.4361
carlt@westridgebuilders.com
www.westridgebuilders.com

From: Wagner, Magdelene <wagner@pewaukee.wi.us>
Sent: Friday, September 25, 2020 11:01 AM
To: Carl Tomich <carlt@westridgebuilders.com>
Subject: RE: Swan Draws

Carl,

I will be putting the LOC reduction on the October 5th Common Council agenda for approval.

Thank you,
Maggie Wagner

Magdelene Wagner, P.E.
Director of Public Works/City Engineer
City of Pewaukee

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From: Carl Tomich [mailto:carlt@westridgebuilders.com]
Sent: Friday, September 25, 2020 8:49 AM
To: Wagner, Magdelene <wagner@pewaukee.wi.us>
Subject: Swan Draws

Maggie-

How can I get a reduction In the LOC, I need to pay these bills asap and I'm behind in the process to get it released from the bank.

Carl P Tomich
President/C.E.O.
P262.547.0326 F262.542.4361
carlt@westridgebuilders.com
www.westridgebuilders.com





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UPI, LLC 2180 S. SPRINGDALE RD., NEW BERLIN, WI 53146

BWC INVESTMENTS, LLC
N8 W22520 L Johnson Dr.
Waukesha, WI 53186

Invoice: 2032
Date: 12/10/2020
Job: 2019

PROJECT: Swan View Farms
PAY REQUEST #5

	DESCRIPTION			UNIT PRICE	WORK COMPLETED			CUMULATIVE SALES		BALANCE TO COMPLETE	
Item No.	BID ITEM	UNIT	JOB QTY.		PREVIOUS PERIODS	THIS PERIOD	AMOUNT THIS PERIOD	UNITS	AMOUNT	UNITS	AMOUNT
	Sanitary										
1	8" pvc main - gravel bf	l.f.	5486.0	$88.00	5486.00	0.00	$0.00	5486.00	$482,768.00	0.00	$0.00
2	8" pvc main - slurry bf	l.f.	35.0	$479.00	35.00	0.00	$0.00	35.00	$16,765.00	0.00	$0.00
3	6" laterals	ea	59.0	$2,800.00	59.00	0.00	$0.00	59.00	$165,200.00	0.00	$0.00
4	manhole	ea	31.0	$3,000.00	31.00	0.00	$0.00	31.00	$93,000.00	0.00	$0.00
5	Offsite laterals (4ea)	l.f.	1355.0	$38.00	1355.00	0.00	$0.00	1355.00	$51,490.00	0.00	$0.00
6	4" force main - spoil	l.f.	1747.0	$33.00	1747.00	0.00	$0.00	1747.00	$57,651.00	0.00	$0.00
7	4" force main - gravel	l.f.	194.0	$62.00	194.00	0.00	$0.00	194.00	$12,028.00	0.00	$0.00
8	lift station	l.s.	1.0	$372,000.00	0.44	0.16	$59,371.20	0.60	$223,051.20	0.40	$148,948.80
9	8" c900 pvc main	l.f.	176.0	$204.00	176.00	0.00	$0.00	176.00	$35,904.00	0.00	$0.00
10	Deep Mh #8	ea	1.0	$7,500.00	1.00	0.00	$0.00	1.00	$7,500.00	0.00	$0.00
11	rock removal	l.s.	1.0	$30,000.00	1.00	0.00	$0.00	1.00	$30,000.00	0.00	$0.00
12	air release manhole	ea	1.0	$4,000.00	1.00	0.00	$0.00	1.00	$4,000.00	0.00	$0.00
13	line interior of manholes	ea	3.0	$2,685.00	0.00	3.00	$8,055.00	3.00	$8,055.00	0.00	$0.00
14	line existing MH 36 v.f.	ea	1.0	$15,310.00	0.00	1.00	$15,310.00	1.00	$15,310.00	0.00	$0.00
	Water										
1	12" pvc main - gravel bf	l.f.	1386.0	$82.00	1386.00	0.00	$0.00	1386.00	$113,652.00	0.00	$0.00
2	12" valve	ea	6.0	$2,580.00	6.00	0.00	$0.00	6.00	$15,480.00	0.00	$0.00
3	8" pvc main - gravel bf	l.f.	4720.0	$55.50	4720.00	0.00	$0.00	4720.00	$261,960.00	0.00	$0.00
4	8" valve	ea	18.0	$1,190.00	18.00	0.00	$0.00	18.00	$21,420.00	0.00	$0.00
5	hydrant complete	ea	16.0	$5,300.00	16.00	0.00	$0.00	16.00	$84,800.00	0.00	$0.00
6	1 1/4" service	ea	59.0	$2,090.00	59.00	0.00	$0.00	59.00	$123,310.00	0.00	$0.00
	Storm										
1	12" rcp - gravel bf	l.f.	1309.0	$50.00	1309.00	0.00	$0.00	1309.00	$65,450.00	0.00	$0.00
2	15" rcp - gravel bf	l.f.	878.0	$51.00	878.00	0.00	$0.00	878.00	$44,778.00	0.00	$0.00
3	18" rcp - gravel bf	l.f.	1129.0	$52.00	1129.00	0.00	$0.00	1129.00	$58,708.00	0.00	$0.00
4	21" rcp - gravel bf	l.f.	1394.0	$51.00	1394.00	0.00	$0.00	1394.00	$71,094.00	0.00	$0.00
5	24" rcp - gravel bf	l.f.	685.0	$67.00	685.00	0.00	$0.00	685.00	$45,895.00	0.00	$0.00
6	30" rcp - gravel bf	l.f.	611.0	$78.00	611.00	0.00	$0.00	611.00	$47,658.00	0.00	$0.00
7	36" rcp - gravel bf	l.f.	95.0	$100.00	95.00	0.00	$0.00	95.00	$9,500.00	0.00	$0.00
8	15" fes w/ rip rap	ea	3.0	$850.00	3.00	0.00	$0.00	3.00	$2,550.00	0.00	$0.00
9	18" fes w/ rip rap	ea	1.0	$950.00	1.00	0.00	$0.00	1.00	$950.00	0.00	$0.00
10	24" fes w/ rip rap	ea	7.0	$1,050.00	7.00	0.00	$0.00	7.00	$7,350.00	0.00	$0.00
11	30" fes w/ rip rap	ea	2.0	$1,200.00	2.00	0.00	$0.00	2.00	$2,400.00	0.00	$0.00
12	36" fes w/ rip rap	ea	1.0	$1,565.00	1.00	0.00	$0.00	1.00	$1,565.00	0.00	$0.00
13	inlet	ea	65.0	$2,310.00	65.00	0.00	$0.00	65.00	$150,150.00	0.00	$0.00
14	manhole	ea	31.0	$2,280.00	31.00	0.00	$0.00	31.00	$70,680.00	0.00	$0.00
15	field inlet	ea	8.0	$2,100.00	8.00	0.00	$0.00	8.00	$16,800.00	0.00	$0.00
16	outlet structures	ea	6.0	$6,400.00	6.00	0.00	$0.00	6.00	$38,400.00	0.00	$0.00
17	15" cmp w/ fes	l.f.	65.0	$48.00	0.00	0.00	$0.00	0.00	$0.00	0.00	$0.00
18	8" pvc w/ fes	l.f.	54.0	$39.00	54.00	0.00	$0.00	54.00	$2,106.00	0.00	$0.00
19	Ph 2 - 15" hdpe	l.f.	260.0	$45.00	0.00	0.00	$0.00	0.00	$0.00	260.00	$11,700.00
20	Rock blasting for basin 6	l.s.	1.0	$2.15	28815.00	0.00	$0.00	28815.00	$61,952.25	0.00	$0.00
	Grading										
1	New Berlin Site Grading	l.s.	1.0	$1,240,550.00	0.92	0.05	$60,786.95	0.97	$1,204,698.11	0.03	$35,851.89
2	Phase 2 Pond work	l.s.	1.0	$167,000.00	0.95	0.06	$9,185.00	1.00	$167,000.00	0.00	$0.00
3	CO 1 Swan Rd. Undercut	l.s.	1.0	$31.10	505.66	0.00	$0.00	505.66	$15,726.03	0.00	$0.00
4	CO 2 site undercuts & top skimming	l.s.	1.0	$20,162.00	1.00	0.00	$0.00	1.00	$20,162.00	0.00	$0.00
5	CO 3 Undercut after stone	l.s.	1.0	$12,768.00	0.00	1.00	$12,768.00	1.00	$12,768.00	0.00	$0.00
	Stark - 2020										
1	30" mountable curb	l.f.	13620.0	$13.40	0.00	13620.00	$182,508.00	13620.00	$182,508.00	0.00	$0.00
2	30" vert face curb	l.f.	255.0	$25.60	0.00	255.00	$6,528.00	255.00	$6,528.00	0.00	$0.00
3	4" conc walk w/ 4" base	s.f.	2650.0	$7.25	0.00	0.00	$0.00	0.00	$0.00	2650.00	$19,212.50
4	detectable warn fields	ea	9.0	$380.00	0.00	0.00	$0.00	0.00	$0.00	9.0000	$3,420.00
5	concrete bull nose	ea	2.0	$450.00	0.00	2.00	$900.00	2.00	$900.00	0.0000	$0.00
6	Swan Rd. 10" stone & 5" asph.	s.y.	860.0	$35.50	0.00	560.00	$19,880.00	560.00	$19,880.00	300.00	$10,650.00
7	Swan Rd. stone shoulder	s.y.	260.0	$12.20	0.00	260.00	$3,172.00	260.00	$3,172.00	0.00	$0.00
8	Swan Rd. asphalt drive	s.y.	50.0	$39.80	0.00	50.00	$1,990.00	50.00	$1,990.00	0.00	$0.00
9	10" stone & binder on site	s.y.	18310.0	$20.20	0.00	18310.00	$369,862.00	18310.00	$369,862.00	0.00	$0.00
10	6" asphalt path	s.y.	1840.0	$32.50	0.00	0.00	$0.00	0.00	$0.00	1840.00	$59,800.00
	Stark - 2021										
11	Interim inlets	ea	23.0	$840.00	0.00	0.00	$0.00	0.00	$0.00	23.00	$19,320.00
12	Surface asphalt	s.y.	18310.0	$7.85	0.00	0.00	$0.00	0.00	$0.00	18310.00	$143,733.50
13	Stark credit	l.s.	1.0	-$10,976.00	0.00	1.00	-$10,976.00	1.00	-$10,976.00	0.00	$0.00
	Stark Change Orders										
1	CO1 Stone overage	l.s.	0.0	$61,769.86	0.00	1.00	$61,769.86	1.00	$61,769.86	0.00	$0.00
2	CO2 Added 30 ea Interim Inlets	ea	1.0	$25,200.00	0.00	0.00	$0.00	0.00	$0.00	1.00	$25,200.00

EARNED TO DATE:	$4,577,318.44
LESS PREVIOUS REQUESTS:	$3,776,059.63
CURRENT REQUEST:	$801,258.81

BALANCE TO COMPLETE:	$477,836.70

Please remit payment within 30 days
1.5% interest charged on all past due balances

It is the policy of UPI, LLC. to exercise Lien Rights if payment is not received within the provided terms

CITY OF PEWAUKEE
COMMON COUNCIL AGENDA ITEM 6.

DATE: February 1, 2021

DEPARTMENT: PW - Streets

PROVIDED BY: Magdelene Wagner

SUBJECT:

Discussion and Possible Action Regarding the Public Works Mutual Aid Agreement Contingent on the Village of Pewaukee Executing the Agreement [Wagner]

BACKGROUND:

See the attached agenda item for the Common Council meeting dated 12/21/2020 for this item. If you recall, this item was not acted upon until the Village took action on the agreement since it was initiated by the Village.

The Village Board subsequently took action on the agreement. The Village Attorney had minor edits to the agreement and the City Attorney did not object to these changes. Please see attached the revised and final agreement.

FINANCIAL IMPACT:

None at this time. If the agreement is used, the City may incur charges for the use of equipment and personnel from the Village

RECOMMENDED MOTION:

Common Council approve the Public Works Mutual Aid Agreement contingent on the Village executing the agreement.

ATTACHMENTS:

Description

12.21.2020 CC agenda item

20210121 Village Correspondence

Mutual Aid Agreement 20210111

DATE: December 21, 2020

DEPARTMENT: PW - Streets

PROVIDED BY: Magdelene Wagner

SUBJECT:

Discussion and Possible Action Regarding a Public Works Mutual Aid Agreement During the COVID 19 Pandemic [Wagner]

BACKGROUND:

Village President Knutson requested a meeting with Mayor Bierce, the Administrators, and the Directors of Public Works on November 23rd to discuss concerns with snow removal during the Public Health Emergency. During the discussion, it was directed to have the Directors meet to discuss a possible Emergency Mutual Aid for Snow Plowing and bring back a document for review at the Village Board and the Common Council.

On December 3rd, the Directors and the Highway Superintendents met and discussed the framework of the agreement. We had a lot of discussion regarding how the mutual aid could work and the challenges associated with it. In the end, we decided to create the agreement with a general framework for the Village Board and the Common Council to review.

The attached agreement was drafted by the City's Attorney based on discussions with City Staff.

FINANCIAL IMPACT:

None at this time. If the agreement is used, the City may incur charges for the use of equipment and personnel from the Village.

RECOMMENDED MOTION:

Common Council approve the Public Works Mutual Aid Agreement contingent on the Village approving the agreement without substantial changes, final Staff review, and final City Attorney review.

ATTACHMENTS:

Description

Draft Mutual Aid Agreement 20201217

PUBLIC WORKS MUTUAL AID AGREEMENT

This Public Works Mutual Aid Agreement ("Agreement") is made between the City of Pewaukee ("City") and the Village of Pewaukee ("Village")

WHEREAS the Parties are entering into this Agreement pursuant to the provisions of and authority provided under § 66.0301 Wis. Stats.; and

WHEREAS, the Parties desire to enter into an agreement to provide and receive joint, mutual aid related to agreed-upon public works needs; and

WHEREAS, The Parties recognize that it is in the best interest of the participating municipalities to continue the tradition of mutual aid and to supplement current mutual aid with the provisions of this Agreement; and,

WHEREAS, The Parties acknowledge that a written agreement defining the terms and provisions of a mutual aid agreement will foster and assist in the orderly provision of mutual aid;

NOW, THEREFORE, the Parties agree that this Public Works Mutual Aid Agreement shall set forth the terms and conditions pursuant to which the Parties will provide and receive mutual aid to and from one another.

1. Public Works Mutual Aid.

The mutual aid services provided under this Agreement shall include, but not necessarily be limited to the following;

a. Snow plowing.
b. Ice control.
c. Salting.
d. Salting of intersections required by emergency agencies.
e. The removal of snow if snow accumulates in large amounts from intersections, but not including the costs of any necessary trucking of the snow to locations outside the Village or City.
f. Plowing of the municipal parking lots.
g. Replacement of knocked down mailboxes using like-kind mailboxes and posts.
h. Repair of shoulder damage done by snowplows and salt damage to lawns.

2. Provision of Public Works Mutual Aid.

a. Upon request by the requesting municipality, the other municipality ("responding municipality"), in its sole discretion, may accept or decline the provision of mutual aid services.

b. Each responding municipality shall use its own equipment when working in the requesting municipality.

c. On an annual basis, the City and Village shall track staff hours expended by each, and, in the event one municipality has expended more staff hours, the other municipality shall reimburse the other, based upon the established hourly rate established by the State of Wisconsin, within thirty (30) days of invoice.

d. The responding municipality shall provide its own fuel, as fuel is included in the state rate.

e. All salt/brine shall be provided by the requesting municipality.

f. Any damage to equipment shall be responsibility of the municipality who owns it.

g. Any damage to private property (e.g. light posts, mailboxes, lawns, trees or landscaping) associated with plowing shall be responsibility of the municipality in which it is located.

h. The parties shall provide snow plow route maps to the other.

i. The requesting municipality shall be responsible for all post-event clean up, including sidewalks.

3. Liability.

a. The Parties shall each be responsible for the acts, errors and omissions of their employees. Each municipality shall be responsible for obtaining and maintaining insurance coverage to protect that department from casualty losses or Worker Compensation claims arising out of the activities contemplated by this Agreement. This Agreement shall not be interpreted so as to create a duty to respond to a request for mutual aid. In no event shall either municipality be liable to the other for its failure to

respond to a request for mutual aid or for its non-negligent performance of this Agreement.

b. Each municipality shall indemnify and hold the other harmless against and from any and all liabilities, fines, suits, claims, demands, and actions, and costs and reasonable expenses of any kind or nature, including. but not limited to, attorneys' fees, or by anyone whomsoever, due to or arising out of (a) any default by the other in observing, or any violation, or nonperformance of any term, covenant, or condition of this Agreement required to be observed and performed by that municipality, (b) any damage to person or property occasioned by the responding municipality's response to a request for mutual aid, or (c) any injury to person or persons, including death, resulting at any time therefrom, as a result of or arising out of the responding municipality's response to a request for Mutual Aid.

4. Administration.

This Agreement shall be administered by the Director of Public Works for each municipality, who may in his/her discretion, by further mutual agreement, set forth procedures and practices for the effective administration of this Agreement and the performance of the activities contemplated by this Agreement.

5. Termination of Agreement.

Either municipality may terminate its participation in this Agreement upon 30 days written notice to the other party. The Parties intend to review this Agreement and its operation upon conclusion of the Public Health Emergency related to COVID 19 as determined by mutual agreement of the Parties.

6. Miscellaneous:

a. The Parties acknowledge and represent that this Agreement is the subject of negotiation by all parties and that all parties together shall be construed to be the drafter hereof and this Agreement shall not be construed against any party individually as drafter.

b. Nothing in this Agreement shall be construed to create an employer/employee relationship, joint employer, a joint venture or partnership relationship, or a principal/agent relationship.

c. Notices and demands required or permitted to be given hereunder shall be given in writing, addressed to the Director of Public Works.

d. If any provision of this Agreement or the application thereof shall, for any reason and to any extent, be invalid or unenforceable, neither the remainder of this Agreement nor the application of the provision to other persons, entities or circumstances shall be affected thereby, but instead shall be enforced to the maximum extent permitted by law.

[SIGNATURES ON NEXT PAGE]

Signed at City of Pewaukee, on this_____ day of _____, 202__.

CITY OF PEWAUKEE

By: _____
Steve Bierce

Attest:_____
Kelly Tarczewski, Clerk

Signed at Village of Pewaukee, on this_____ day of _____, 202__.

VILLAGE OF PEWAUKEE

By: _____
Jeff Knutson

Attest:_____
Cassie Smith, Clerk

Wagner, Magdelene

From: Scott A. Gosse <sgosse@villageofpewaukee.com>
Sent: Thursday, January 21, 2021 8:50 AM
To: Wagner, Magdelene; Klein, Scott
Cc: Dan Naze
Subject: Draft Public Works Mutual Aid Agreement
Attachments: DPW Mutual Aid Agreement DRAFT 011121.doc

Good Morning Scott and Maggie,

The Village Board reviewed the proposed Public Works Mutual Aid Agreement at its meeting Tuesday evening and approved the draft as attached subject to the City Council approving the agreement. The attached includes recommended language from Village Attorney Mark Blum regarding indemnification under the Liability section (page 3), a proposed review of the agreement after the conclusion of the COVID-19 emergency (page 3) and that the agreement would be governed in accordance with the laws of the State of Wisconsin (page 4).

Thank you for your assistance with the drafting of the agreement. The Village Board is pleased to see the two communities working in a cooperative manner. Please review and advise of any concerns.

Thank you.
Scott

Scott A. Gosse
Administrator
Village of Pewaukee
262-691-5660
sgosse@villageofpewaukee.com

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

PUBLIC WORKS MUTUAL AID AGREEMENT

This Public Works Mutual Aid Agreement ("Agreement") is made between the City of Pewaukee ("City") and the Village of Pewaukee ("Village")

WHEREAS the Parties are entering into this Agreement pursuant to the provisions of and authority provided under § 66.0301 Wis. Stats.; and

WHEREAS, the Parties desire to enter into an agreement to provide and receive joint, mutual aid related to agreed-upon public works needs; and

WHEREAS, The Parties recognize that it is in the best interest of the participating municipalities to continue the tradition of mutual aid and to supplement current mutual aid with the provisions of this Agreement; and,

WHEREAS, The Parties acknowledge that a written agreement defining the terms and provisions of a mutual aid agreement will foster and assist in the orderly provision of ~~automatic~~ mutual aid;

NOW, THEREFORE, the Parties agree that this Public Works Mutual Aid Agreement shall set forth the terms and conditions pursuant to which the Parties will provide and receive mutual aid to and from one another.

1. Public Works Mutual Aid.

The mutual aid services provided under this Agreement shall include, but not necessarily be limited to the following;

a. Snow plowing.
b. Ice control.
c. Salting.
d. Salting of intersections required by emergency agencies.
e. The removal of snow if snow accumulates in large amounts from intersections, but not including the costs of any necessary trucking of the snow to locations outside the Village or City.
f. Plowing of the municipal parking lots.
g. Replacement of knocked down mail-boxes using like-kind mail-boxes and posts following respective municipality's mailbox policy.~~.~~
h. Repair of shoulder damage done by snowplows and salt damage to lawns.

~~h.~~

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2. Provision of Public Works Mutual Aid.

a. Upon request by the requesting municipality, the other municipality ("responding municipality"), in its sole discretion, may accept or decline the provision of mutual aid services.

b. Each responding municipality shall use its own equipment when working in the requesting municipality.

c. On an annual basis, the City and Village shall track staff hours expended by each, and, in the event one municipality has expended more staff hours, the other municipality shall reimburse the other, based upon the established hourly rate established by the State of Wisconsin, within thirty (30) days of invoice.

d. The responding municipality shall provide its own fuel, as fuel is included in the state rate.

e. All salt/brine shall be provided by the requesting municipality.

f. Any damage to equipment shall be responsibility of the municipality who owns it.

g. Any damage to private property (e.g. light posts, mailboxes, lawns, trees or landscaping) associated with plowing shall be responsibility of the municipality in which it is located.

h. The parties shall provide snow plow route maps to the other.

i. The requesting municipality shall be responsible for all post-event clean up, including sidewalks.

3. Liability.

a. The Parties shall each be responsible for the acts, errors and omissions of their employees. Each municipality shall be responsible for obtaining and maintaining insurance coverage to protect that department from casualty losses or Worker Compensation claims arising out of the activities contemplated by this Agreement. This Agreement shall not be interpreted so as to create a duty to respond to a request for mutual aid. In no event shall either municipality be liable to the other for its failure to

DRAFT

respond to a request for mutual aid or for its non-negligent performance of this Agreement.

Each municipality shall indemnify and hold the other harmless against and from any and all liabilities, fines, suits, claims, demands, and actions, and costs and reasonable expenses of any kind or nature, including. but not limited to, attorneys' fees, or by anyone whomsoever, due to or arising out of (a) any default by the other in observing, or any violation, or nonperformance of any term, covenant, or condition of this Agreement required to be observed and performed by that municipality, (b) any damage to person or property occasioned by the responding municipality's response to a request for mutual aid, or (c) any injury to person or persons, including death, resulting at any time therefrom, as a result of or arising out of the responding municipality's response to a request for Mutual Aid. Notwithstanding the forgoing, the municipality from which indemnity is being sought shall not be obligated to indemnify against the negligence or intentional conduct of the party seeking indemnification. In addition, nothing contained within this agreement is intended to be a waiver or estoppel of the municipality seeking indemnification or its insurer's ability to rely upon the limitations, defenses, and immunities contained within Wisconsin law, including those set forth in Wisconsin Statues 893.80, 895.52, and 345.05. To the extent that indemnification is available and enforceable, the municipality or its insurer shall not be liable in indemnity or contribution for an amount greater than the limits of liability for municipal claims established by Wisconsin Law.

~~b.~~

4. Administration.

This Agreement shall be administered by the Director of Public Works for each municipality, who may in his/her discretion, by further mutual agreement, set forth procedures and practices for the effective administration of this Agreement and the performance of the activities contemplated by this Agreement.

5. Termination of Agreement.

Either municipality may terminate its participation in this Agreement upon ~~90~~ 30 days written notice to the other party. The Parties intend to review this Agreement and its operation ~~on an annual basis~~ upon conclusion of the Public Health Emergency related to COVID 19 as determined by mutual agreement of the Parties.

6. Miscellaneous:

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a. The Parties acknowledge and represent that this Agreement is the subject of negotiation by all parties and that all parties together shall be construed to be the drafter hereof and this Agreement shall not be construed against any party individually as drafter.

b. Nothing in this Agreement shall be construed to create an employer/employee relationship, joint employer, a joint venture or partnership relationship, or a principal/agent relationship.

c. Notices and demands required or permitted to be given hereunder shall be given in writing, addressed to the Director of Public Works.

d. If any provision of this Agreement or the application thereof shall, for any reason and to any extent, be invalid or unenforceable, neither the remainder of this Agreement nor the application of the provision to other persons, entities or circumstances shall be affected thereby, but instead shall be enforced to the maximum extent permitted by law.

~~d.~~e. This Agreement shall be governed and construed in accordance with the laws of the state of Wisconsin. This Agreement contains the complete understanding of the parties with respect to the subject matter set forth herein and may only be amended in a supplemental agreement executed by authorized representatives of both parties.

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[SIGNATURES ON NEXT PAGE]

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Signed at City of Pewaukee, on this_____ day of _____, 202__.

CITY OF PEWAUKEE

By: _____
Steve Bierce

Attest:_____
Kelly Tarczewski, Clerk

Signed at Village of Pewaukee, on this_____ day of _____, 202__.

VILLAGE OF PEWAUKEE

By: _____
Jeff Knutson

Attest:_____
Cassie Smith, Clerk

DRAFT

CITY OF PEWAUKEE
COMMON COUNCIL AGENDA ITEM 7.

DATE: February 1, 2021

DEPARTMENT: Planning

PROVIDED BY: Nick Fuchs

SUBJECT:

PUBLIC HEARING, Discussion and Possible a Conditional Use Permit for Benjamin Chudy to Operate a Chiropractic, Personal Training and Fitness Class Business Within an Existing Multi-Tenant Space Located at N8 W22520 Johnson Drive Unit D (PWC 0961-997-010) [Fuchs]

BACKGROUND:

At their January 21, 2021 meeting, the Plan Commission recommended approval of the Conditional Use Permit "for indoor activities as detailed, leaving out approval for the outdoor activities."

The Plan Commission expressed concerns related to safety and obstructing traffic.

The applicant revised application materials to provide more details regarding the outdoor training/fitness class use for Common Council consideration.

FINANCIAL IMPACT:

RECOMMENDED MOTION:

ATTACHMENTS:

Description

Benjamin Chudy Conditional Use Staff Report
Benjamin Chudy Revised Conditional Use Narrative
Benjamin Chudy Conditional Use Narrative
Benjamin Chudy Revised Conditional Use Site Plan 1
Benjamin Chudy Conditional Use Site Plan
Benjamin Chudy Revised Conditional Use Site Plan 2
Benjamin Chudy Conditional Use Site Plan 2
Benjamin Chudy Conditional Use Permit
Chudy conditional use emails

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

REPORT TO THE PLAN COMMISSION

Meeting of January 21, 2021

Date: January 11, 2021

Project Name: Benjamin Chudy Conditional Use Application

Project Address/Tax Key No.: N8W22520 Johnson Drive, Unit D/PWC 0961997010

Applicant: Benjamin Chudy

Property Owner: E&J Property, Inc./Supermound Business Center West Condominium

Current Zoning: M-2 Limited Industrial District

2050 Land Use Map Designation: Manufacturing/Fabrication/Warehousing

Use of Surrounding Properties: I-94 to the north and industrial to the south, east, and west

Introduction

The applicant, Benjamin Chudy, filed a Conditional Use Permit Application requesting approval to locate a chiropractic office and personal training center business use within an existing condominium unit located at N8W22520 Johnson Drive, Unit D.

This multi-tenant building is zoned M-2 Limited Industrial District and designated as Manufacturing/Fabrication/Warehousing on the City's Year 2050 Land Use/Transportation Plan map.

The M-2 District allows "physical fitness and training centers" as a Conditional Use. The chiropractic office business use is not specifically listed within the M-2 District. Therefore, a Conditional Use is required per Section 17.0504, which allows unspecified uses to proceed through the Conditional Use process.

It can also be noted that Section 17.0209d. allows 'unclassified uses' to be permitted by the Plan Commission provided "that such uses are similar in character to the principal uses permitted in the zoning district and create no circumstances that would detrimentally affect adjacent properties."

Project Description/Analysis

According to the applicant's project narrative, hours of operations will be from 8:30 a.m. to 6:00 p.m. Monday, Wednesday and Thursday and from 8:30 a.m. to 12:00 p.m. on Fridays. There will also be personal training hours on Tuesdays, Thursdays, and Saturdays between 8:30 a.m. and 12:00 p.m.

The front office of the tenant space will be used for chiropractic services, which is about 640 square feet. The remaining 1,920 square feet of warehouse space will be used for fitness classes.

The applicant is also proposing to hold fitness classes outside if permitted by the condominium association. These would be held on the west side of the building and will accommodate a maximum

of 10 people at a time. The applicant has indicated that orange cones and construction markers would be utilized to designate the roughly 15-foot by 60-foot area while in use.

Fitness classes are anticipated to have a maximum of 15 people. The chiropractic services portion of the business would include a maximum of 6 people within the office at any given time.

The applicant is not proposing any exterior site or building modifications.

Recommendation

Although the proposed use is not industrial in nature, it is allowed as a Conditional Use per the M-2 District, and the use does not have any anticipated adverse impacts on other tenants, condominium owners, or the surrounding properties. Therefore, approval of the Conditional Use Application is recommended.

Project Narrative for N8W22520 Johnson Drive Unit D

1. Project Description

I, Benjamin Chudy am proposing a change in zoning for the property listed above. This would enable the location and building to be used for healthcare services to the surrounding community. More specifically, a chiropractic office as well as personal training center would be established in Unit D.

Building Dimensions:

- **Warehouse is measured at 1,920 square feet. This space would serve as the "fitness center" for one on one doctor-client personal training, indoor group fitness classes, and for one on one doctor-patient rehabilitation. This space would also serve as a storage site for fitness equipment and office supplies such as paper, etc.**

- Office front is measured at 640 square feet. This is where the chiropractic treatments and manual therapies would be provided. The office front would be used for the chiropractic work, receptionist desk, and waiting area.

Building use:

- **Warehouse use would include one on one personal training sessions, one on one rehabilitation for personal injury cases, and group fitness classes.**

- **Outdoor personal training sessions would take place during THREE MONTHS in the summer time only (June, July, and August). These months provide appropriate lighting as well as weather for participant safety and enjoyment.**

  →Each training session would include 1-3 clients MAXIMUM in order to keep training sizes small and out of the way of other outdoor uses.

  →The training space would be confined to a small 4 foot by 20 foot space located right by the outdoor brick wall of UNIT F on the west side of the area. The exercise group would stay as close to the wall as possible.

  →To ensure maximum safety for clients there would be large, bright orange safety cones distributed around the small workout area. The wall outside of unit F is located 100 feet away from the main road and it does NOT use up or congest any parking spots for potential customers at the other units. Furthermore, the outdoor personal training sessions would be performed AFTER local business hours of adjacent condominium owners that way traffic would be at an all-time low, there would NOT be any deliveries occurring, and congestion wouldn't be of concern.

→The activities taking place within the well-marked, well lit outside space would include: jumping rope, sprinting, weighted sled pushing, tire flipping, burpees, jumping jacks, medicine ball squats, and pushups. The integrity of the unit F's wall would not be compromised or used in any fashion during these activities.

→Time per training session would be a maximum of 20-30 minutes. All equipment would be cleaned up and the original space would be free to use once again.

- Office space use would be used for chiropractic services, patient waiting area, and receptionist work station.

    ➔ The only businesses or services occupying UNIT D CONDOMINIUM would be the chiropractic services, soft tissue treatments/manual therapies, and the fitness classes. All of these services/businesses are rendered and owned by myself, Benjamin L. Chudy.

Chiropractic Hours of Operation:

- Monday, Wednesday, and Thursday → 8:30 AM to 12:00 PM & 2:00 PM to 6:00 PM
- Friday → 8:30 AM – 12:00 PM

Personal Training Hours of Operation:

- **Tuesday & Thursday 5:30 PM to 7:00 PM**
- **Saturday 8:30 am – 12:00 PM**

Building capacity:

- **Warehouse capacity would include MAXIMUM of 15 people inside at one time.**
  - ➔ **Outside personal training would include a MAXIMUM of 3 clients at any one time.**

- Office front capacity would include a maximum of 6 people in the office at once (1 receptionist, 1 doctor, and the largest family that would receive care or group of people receiving care).

  →Patients are scheduled in 15-30 minute blocks therefore whenever a new patient arrives the previous patient would leave right away. This is the pattern for the entire work day.

  →Maximum work days for the past 4 years have shown 10-18 patients for the ENTIRE workday.

Project Narrative for N8W22520 Johnson Drive Unit D

2. Project Goals & Outcomes

The primary goal for this building is a seamless transition of my chiropractic business from my old location into this one. Unit D is completely ready for use. I want to take all of my weight lifting equipment & chiropractic equipment and simply transfer them into the existing building. The deadline for the move is the first week in February 2021 if all contingencies on my offer pass, including this petition.

Per condominium bylaws, the outside of the property cannot be changed in anyway by a condominium owner but rather the condo association is in charge of that. This means that landscaping, garbage disposal, roofing, parking lot changes, signage, water, electric, etc. is out of my individual control. Furthermore, there are no changes that need to be made to the outside of the property. Therefore, I have no changes to include for the outside of the property.

Per condominium bylaws, the inside of the unit is allowed to be changed to the liking of the owner. The inside of this unit does not require any major changes whatsoever. My goal is to use the building as is to the best of my ability. Minor changes such as new ceiling fan and space heaters would be the extent of my renovations or building plans. I do not have a deadline set for replacing these parts of the interior. As explained before I'm attempting to use the building "as is" until I'm established as a business there. The prices are as follows:

- Industrial ceiling fan (2) → $2,600.00
- Space heaters (4) → $600.00

Project Narrative for N8W22520 Johnson Drive Unit D

1. Project Description

I, Benjamin Chudy am proposing a change in zoning for the property listed above. This would enable the location and building to be used for healthcare services to the surrounding community. More specifically, a chiropractic office as well as personal training center would be established in Unit D.

Building Dimensions:

- Warehouse is measured at 1,920 square feet. This space would serve as the "fitness center" for personal training and indoor fitness classes as well as storage space for fitness equipment.

- Office front is measured at 640 square feet. This is where the chiropractic treatments and manual therapies would be provided. The office front would be used for the chiropractic work, receptionist desk, and waiting area.

Building use:

- Warehouse use would include fitness classes/personal training and exercise rehabilitation.

- If permitted by the city as well as the condominium board, a small 20-30 minute portion of the fitness classes/personal training would be offered in the Summer-Fall months of the year only. These classes or outside workout sessions would be located on the west side of the building in an area about 5 yards wide and 20 yards long. Outdoor use would only be offered in the mornings (8 am - 4 pm) or early to midafternoon because natural light would be needed. Bright cones and construction markers would be used to section off the workout space in order to provide client safety.

  →The exercise space would NOT take up any available parking spaces and it would also be close enough to the west side of the building to allow for traffic to drive safely through that side without disruption of the class.

- Office space use would be used for chiropractic services, patient waiting area, and receptionist work station.

  ➔ The only businesses or services occupying UNIT D CONDOMINIUM would be the chiropractic services, soft tissue treatments/manual therapies, and the fitness classes. All of these services/businesses are rendered and owned by myself, Benjamin L. Chudy.

Project Narrative for N8W22520 Johnson Drive Unit D

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- Monday, Wednesday, and Thursday → 8:30 AM to 12:00 PM & 2:00 PM to 6:00 PM
- Friday → 8:30 AM – 12:00 PM

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- Tuesday & Thursday 8:30 am – 12:00 PM
- Saturday 8:30 am – 12:00 PM

Building capacity:

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  - ➔ Outside fitness classes would include a maximum of 10 people at one time.

- Office front capacity would include a maximum of 6 people in the office at once (1 receptionist, 1 doctor, and the largest family that would receive care or group of people receiving care).

  →Patients are scheduled in 15-30 minute blocks therefore whenever a new patient arrives the previous patient would leave right away. This is the pattern for the entire work day.

  →Maximum work days for the past 4 years have shown 10-18 patients for the ENTIRE workday.

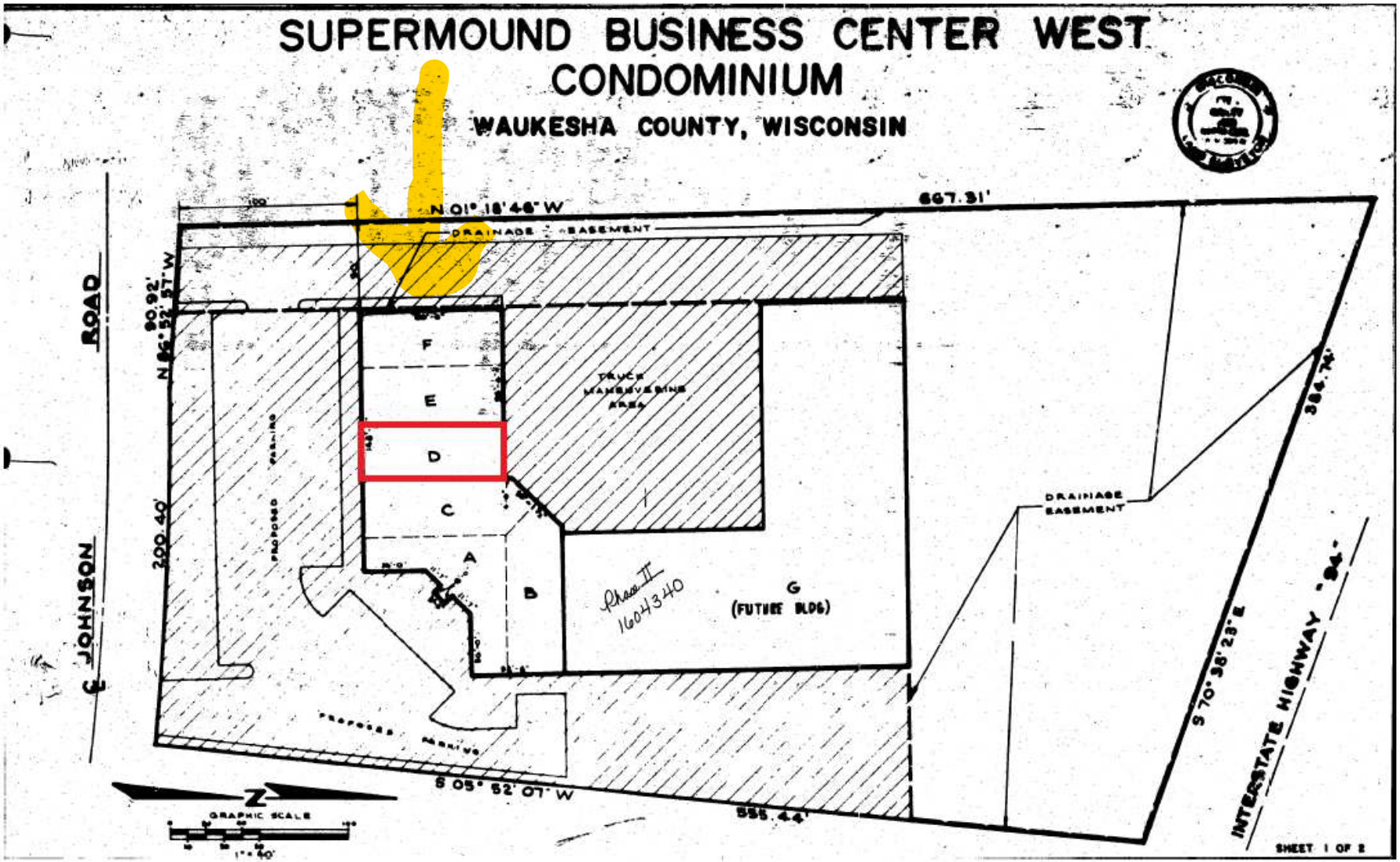
2. Project Goals & Outcomes

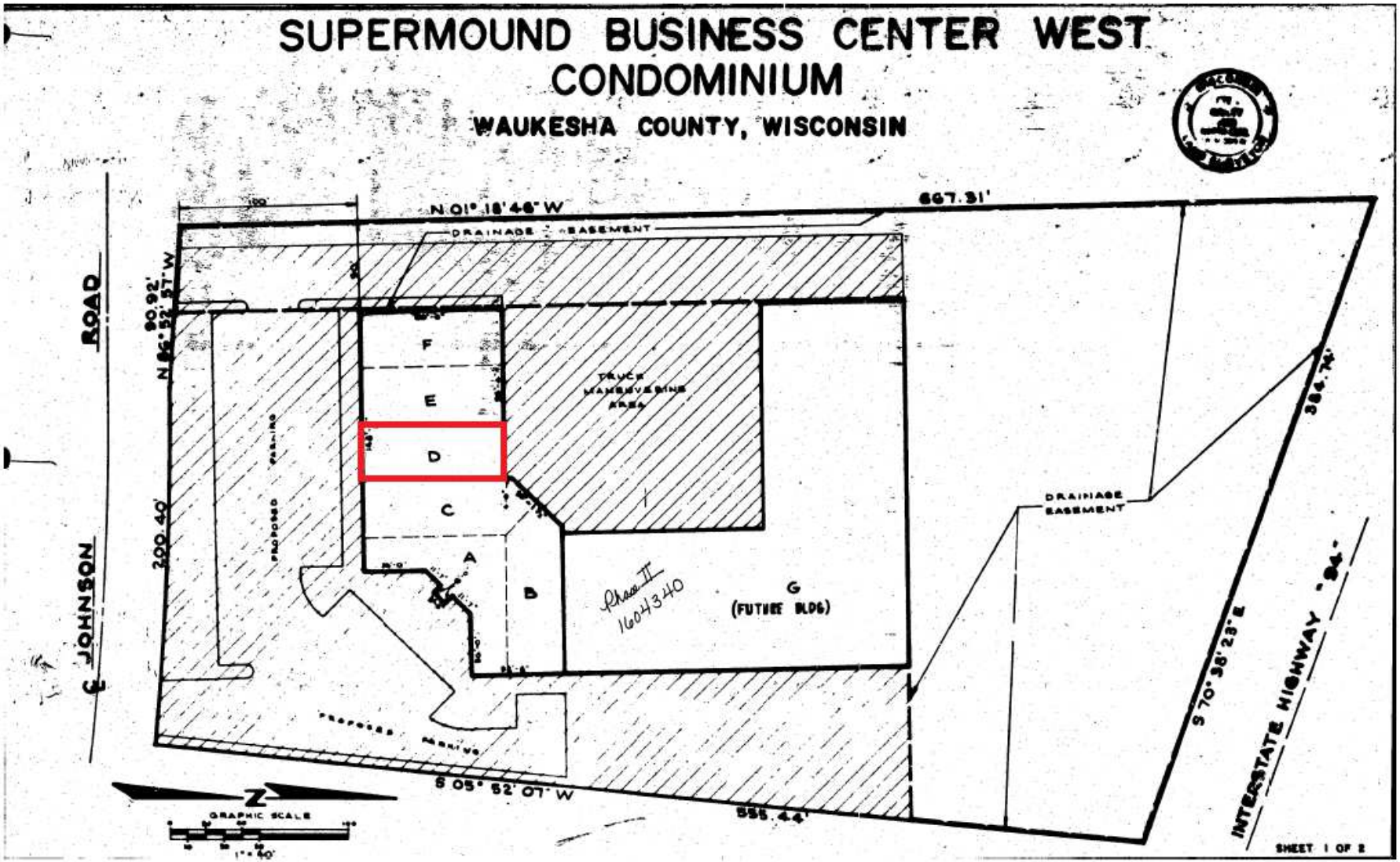
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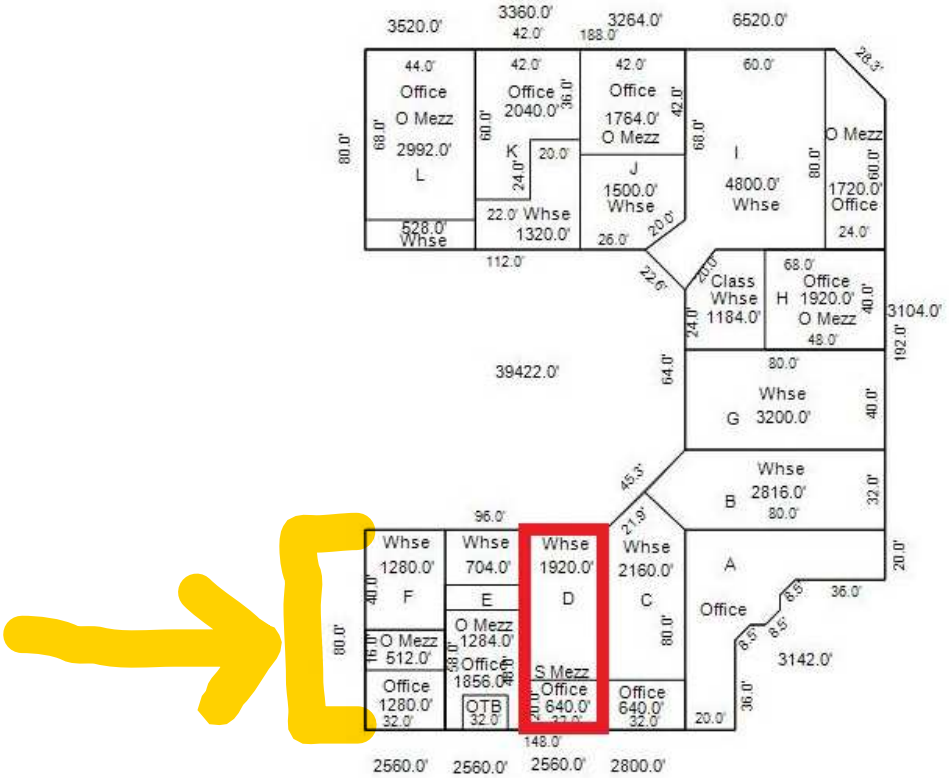

SUPERMOUND BUSINESS CENTER WEST
CONDOMINIUM
WAUKESHA COUNTY, WISCONSIN
N 01° 18' 46" W
667.31'
DRAINAGE EASEMENT
S 86° 52' 57" W
90.92'
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E
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DRIVE MANEUVERING AREA
PROPOSED PAVING
Phase II
1604340
G
(FUTURE BLDG)
DRAINAGE EASEMENT
384.74'
S 70° 38' 28" E
INTERSTATE HIGHWAY "94"
S 05° 52' 07" W
555.44'
PROPOSED PAVING
GRAPHIC SCALE
1" = 40'
C JOHNSON ROAD
SHEET 1 OF 2


SUPERMOUND BUSINESS CENTER WEST
CONDOMINIUM
WAUKESHA COUNTY, WISCONSIN
N 01° 18' 46" W
667.31'
DRAINAGE EASEMENT
S 86° 52' 57" W
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1604340
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S 05° 52' 07" W
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PROPOSED PAVING
JOHNSON ROAD
GRAPHIC SCALE
1" = 40'
SHEET 1 OF 2

Supermound Business Center Condominium West
Pewaukee, Wisconsin



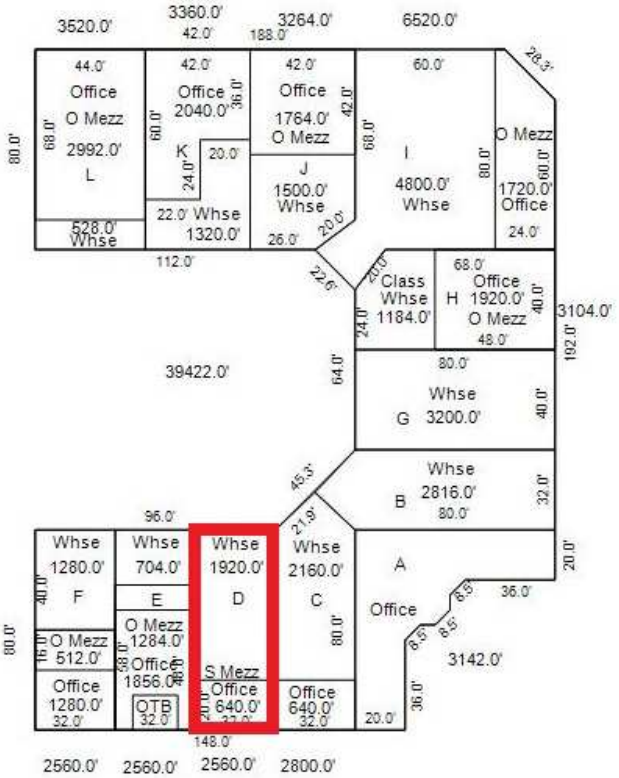




Supermound Business Center Condominium West
Pewaukee, Wisconsin







A COVENANT
REGARDING THE ISSUANCE OF A
CONDITIONAL USE PERMIT
BY THE
CITY OF PEWAUKEE

TAX KEY NUMBER(S) OR PARCEL(S) INVOLVED:

CONDITIONAL USE PERMIT: NO. CUP-21-1-2

PWC 0961997010

LEGAL DESCRIPTION:

UNIT D SUPERMOUND BUSINESS CENTER WEST CONDO PT NE1/4 SEC 25 T7N R19E LOT 1 BLK 1 CERT SURV 5266 VOL 42/512 :: DOC# 4279541

PERSON(S), AGENT(S) OR CORPORATION(S) PETITIONING FOR PERMIT:

Benjamin Chudy

Recording area

_____

Name & Return Address

City of Pewaukee
W240N3065 Pewaukee Rd
Pewaukee, WI 53072

WHEREAS, It is understood by all parties to this covenant that Section 62.23 of WIS. Statutes prescribes the legal basis for the granting of a conditional use permit by a City and Chapter 17 of the City Codes and Ordinances provides for the issuance of such permits as well as the standards by which all such uses will be measured; and,

WHEREAS, The City Plan Commission has held a meeting on January 21, 2021; has reviewed the various elements of the petitioners proposal; and has recommended that a Conditional Use Permit be granted to the above named petitioner for the property/parcel identified above; and,

WHEREAS, The City Common Council, held a public hearing meeting held on February 1, 2021.

NOW, THEREFORE, let it be known that the City Common Council by its action on February 1, 2021 has, hereby, granted a Conditional Use Permit for the following use(s):

Operating a chiropractic, personal training and fitness class business, including outdoor use of the site for classes.

FURTHER, such approved use of the above designated parcel(s) are hereby allowed based on the following conditions being continually met:

1.

The parties hereto, namely the City of Pewaukee and the Equitable Owner of the property for which this conditional use has been sought, set their signatures or the signatures of their representatives below, thereby agreeing to the provisions and conditions set forth in this covenant.

_____	_____
Attest:	Signature of equitable owner
	_____
	Date
_____	_____
Kelly Tarczewski City Clerk	Steve Bierce Mayor, City of Pewaukee
	_____
	Date

State of Wisconsin
County of Waukesha

Signed or attested before me on _____, 2021 by Steve Bierce, Mayor and Kelly Tarczewski, Clerk.

	_____
(Seal)	Ami Hurd My Commission expires _____

This instrument was drafted by Ami Hurd, Deputy Clerk

From: Dick Landvatter
To: Hurd, Ami
Cc: Jan Reichert
Subject: January 21st Planning Commission Hearing
Date: Wednesday, January 13, 2021 11:35:51 AM

Hi Ami.

My name is Richard Landvatter and I, along with my wife own Unit I in the Super Mound Business Center, now referred to as the Johnson Dr. Corporate Center. We are opposed to the proposal on the table to rezone our unit along with the entire complex as a whole. We feel that rezoning would have a negative impact on our properties. Parking, property values and insurance ramifications to name a few. We feel that our current zoning of M-2 Limited Industrial should be maintained. We oppose the request to rezone the Super Mound Business Center, now referred to as the Johnson Dr Corporate Center.
We would like to be updated for the meeting location and details of the Common Council virtual meeting being held on Monday, February 1, 2021 at 7:00 p.m..

Thank you for your time. If you should have any questions please feel free to contact me.

Dick Landvatter
Doodle Properties LLC
N8 W22520-I Johnson Dr.
Waukesha, WI. 53186
dicklandvatter@gmail.com
262-391-8050 Cell

From: Steve Garritson
To: Hurd, Ami
Subject: Conditional Use Permit unit D
Date: Wednesday, January 13, 2021 2:39:30 PM

MS Hurd

I am an owner of unit H in the Supermound Business Center and the reason for this correspondence is to express my concern and disapproval of the rezoning of this building.
1. The increase of vehicle and pedestrian traffic is not safe if more is allowed .My company has experienced 2 separate vehicle accidents this year alone. Your police records should confirm this for both incidents were reported . Several companies one being my own will occasionally get deliveries from semi trucks again adding more traffic is not safe

2 Parking is limited to the owners and their employees any extra parking is designated to rear and some in the front there is not a lot of overflow

3 We have experienced a uptick in vehicle vandalism this past year As a owner I would have a better comfort level knowing that the personal in this complex are the owners and their employees for we all have a vested interest in keeping it safe

Thank you

--
Steve Garritson Owner

H&S Protection Systems, Inc.
N8 W22520 Johnson Drive
Pewaukee, WI. 53186

office - 262.574.7777
fax - 262.574.9088

sgarritson@hsprotection.net
www.hsprotection.net

Follow us now on social media!

From:	Tom Gensch - Wisconsin Control Corporation
To:	Hurd, Ami
Subject:	Notice of conditional use Public hearing
Date:	Wednesday, January 13, 2021 4:25:56 PM
Attachments:	DOC011321-001.pdf

Ami Hurd

I am writing you in regard to the attached Notice.

I am Thomas Gensch the owner of unit A&B in the Johnson Drive Corporate Center. I would like to go on recorder as opposing the rezoning of the unit.

The 4 major reason for opposing are:

1. Due to the limited parking spaces for this unit.

2. At present the primary personal in this complex are the owners and their employee who have a vested interest in maintaining the complex.

3. Increase of vehicle and pedestrian traffic will be unsafe

4. With more people the chance of an increase of vandalism will occur.

Thanks,

Tom Gensch

wisconsin control corp.

THOMAS GENSCH
N8 W22520-A JOHNSON DR.
WAUKESHA, WI 53186
PHONE: 262-542-1588 FAX: 262-542-7995

VISIT US AT OUR WEBSITE: WWW.WCCSALES.COM

From:	Bret Reichert
To:	Wamser, Jerry; Dziwulski, Brian; Mayor; Bergman, Brandon; Hurd, Ami
Cc:	tgensch@wccsales.com; Brandon Kerns; carlt@westridgebuilders.com; Dick Landvatter; Don Gumieny; Jay Humbert; Mike Jasinki; Steve Garritson; Jan Reichert; Bret Reichert
Subject:	CONDITIONAL USE HEARING FOR SUPERMOUND BUSINESS CENTER
Date:	Wednesday, January 20, 2021 1:31:48 PM
Attachments:	image001.png image002.png image003.png image004.png
Importance:	High

I am the owner of Spectrum Lighting. I am writing to express my concern for the proposed conditional use permit being discussed before the Pewaukee Common Council on February 1, 2021 (hearing notice link below). I also write on behalf of my mother, Janis Reichert, the owner of Unit E where my company resides.

This proposal would have a negative effect on our business and our property. We are located next to Unit D, and we share a common interior wall. We are a sales organization providing professional services that has been in this location for over two decades. We do not cater to the general public and we chose this location because of the professional nature of the area, low traffic, and the lack of exposure to retail and service-oriented businesses.

The construction of our space allows for the easy transmittal of noise from the unit next door. The nature of the business being proposed would be inherently noisy, which would be very distracting to my business and to my employees. Parking, crime, and a higher volume of traffic in and around our business are also major concerns.

We strongly oppose the request to rezone the Super Mound Business Center and will take all necessary steps to maintain the integrity of the property.

Thank you for your help and support. Please do not hesitate to reach out with any questions.

I'm using Adobe Acrobat.
You can view "Unit D hearing.pdf" at: https://documentcloud.adobe.com/link/track?uri=urn:aaid:scds:US:84d945aa-32dc-45c5-82b3-042a0c15a0f7

Bret Reichert
President

2629700300 | 2627516174
br@spectrumltg.com
www.spectrumltg.com


SPECTRUM
lighting & controls

From: Fuchs, Nick
To: Hurd, Ami
Subject: FW: Rebuttal to Spectrum Lighting
Date: Thursday, January 21, 2021 4:11:14 PM
Attachments: image001.png

See below.

Nick Fuchs
Planner & Community Development Director
City of Pewaukee
W240N3065 Pewaukee Road
Pewaukee, WI 53072
262-691-6007
fuchs@pewaukee.wi.us



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From: Benjamin Chudy [mailto:chudbl14@gmail.com]
Sent: Thursday, January 21, 2021 3:01 PM
To: Fuchs, Nick <fuchs@pewaukee.wi.us>
Subject: Rebuttal to Spectrum Lighting

Hey Nick,

I've included a few bullet points to serve as further clarification to the objections brought against my conditional use change:

1. This is a doctors office serving the healthcare community and it operates under the professional guidelines that any healthcare Office would (i.e. HIPPA privacy, doctor patient relationship/confidentiality, ADA disability guidelines, etc.). Professionalism is NOT going to be compromised in any way shape or form. Furthermore, the doctor (myself) is the one performing any classes, rehabilitation, or personal training. Again, I'm ensuring that a professional doctor - client relationship exists inside the building or outside the building.

2. Traffic will not be anymore of an issue than what already exists. Patients are booked 15-30 min apart, sometimes more. When one car / patient shows up another one leaves. I also have a 2 hour lunch break and only work chiropractic 3 days a week. This allows for huge gaps in the day where there will be little to no traffic or parking "congestion".

3. Again, the warehouse portion of the building would be used as a rehabilitation and sports performance center. It is not a 24/7 anytime fitness or massage parlor. There's no existing data that shows correlation between personal training studios/ doctor's offices & crime rates

increasing.

4. I am attempting to put in astro turf and/or rubber gym flooring which deadens sound significantly. Also, medicine balls, sand bags, tractor tires are all made up of rubber which will contribute to sound deadening.

Thank you for your time,

Dr. Benjamin L. Chudy
2304 N. Grandview Blvd.
Waukesha, WI 53188
262-542-6900
teamchudy@gmail.com



CITY OF PEWAUKEE
COMMON COUNCIL AGENDA ITEM 8.

DATE: February 1, 2021

DEPARTMENT: Planning

PROVIDED BY: Nick Fuchs

SUBJECT:

PUBLIC HEARING, Discussion and Possible Action Regarding a Conditional Use Permit for Property Located at N16 W22420 Watertown Road (PWC 0957-986) for a 72-Unit Multiple-Family Apartment Use and an Amendment to the Existing Conditional Use Permit Granted to DBTM Associates, Dated February 24, 1993 and Amended June 25, 1999, to Remove the Property Located at N16 W22420 Watertown Road and the Existing Residential Planned Unit Development Use of 72 Condominium Units Used by the General Electric Medical Systems Division in Exclusive Conjunction with the Training Center [Fuchs]

BACKGROUND:

At their January 21, 2021 meeting, the Plan Commission recommended approval of the Conditional Use Permit for 72 market rate apartments and an amendment to the existing Conditional Use Permit to remove the land and 72 condominium units use.

Please see the staff report and application materials for additional information.

FINANCIAL IMPACT:

RECOMMENDED MOTION:

ATTACHMENTS:

Description

Rivers Edge Staff Report
Rivers Edge Conditional Use Narrative
Rivers Edge Site Plans pages 1-20
Rivers Edge Site Plans pages 21-34
Rivers Edge Draft Conditional Use Permit
GE Draft Conditional Use Permit Amendment

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

REPORT TO THE PLAN COMMISSION

Meeting of January 21, 2021

Date: January 11, 2021

Project Name: River Edge Apartments Conditional Use Application and Amendment

Project Address/Tax Key No.: N16W22420 Watertown Road/PWC 0957986

Applicant: Rivers Edge Holdings, LLC

Property Owner: GE Precision Healthcare LLC

Current Zoning: Rm-3 Multiple-Family Residential District

2050 Land Use Map Designation: Medium Density Residential and Floodplains, Lowland & Upland Conservancy and Other Natural Areas

Use of Surrounding Properties: The Fox River to the north and west, Waukesha County Pewaukee to Brookfield trail corridor to the south, and City of Brookfield to the east

Project Description/Analysis

The applicant, Rivers Edge Holdings, LLC, filed a Conditional Use Permit Application requesting approval to utilize the existing GE Condominiums as market rate apartments. As part of this request, the existing Conditional Use Permit for DBTM Associates/GE Medical Systems Division must be amended to remove the condominium use and that land from the existing Permit.

The applicant is in the process of purchasing the subject development from GE Precision Healthcare, LLC. The current allowed use of this property per an existing Conditional Use Permit is for a residential planned unit development of 72 condominium units to be used by the General Electric Medical Systems Division in exclusive conjunction with the Training Center.

The subject property is zoned Rm-3 Multiple-Family Residential District and designated as Medium Density Residential and Floodplains, Lowland & Upland Conservancy and Other Natural Areas on the City's Year 2050 Land Use/Transportation Plan map.

The subject development consists of 4 buildings on the parcel, each with 18 units, for a total of 72 units.

The Rm-3 District allows, as a permitted use, three to eight unit multiple-family structures with one 2-car attached or detached garage. As these are 12-unit buildings they are not permitted as a matter of right. They are, however, allowed via Conditional Use Permit under Section 17.0416(c), which allows individual buildings to contain up to 40 units in the Rm-3 District.

As part of the sale of this property, the current property owner will be requesting to fill and close off the existing tunnel under Watertown Road to eliminate the connection between the two developments.

Staff does not necessarily object to this, but details of the closure will need to be submitted and reviewed and approved by the Engineering Department.

The applicant also plans to add a decorative fence around the storm water management pond. Staff finds that this is a minor change and may be reviewed by staff under a Zoning Permit or a Minor Site Plan Amendment.

The applicant has stated that in the future they may propose multi-family residential buildings, a clubhouse and a pool on the property. This has not been reviewed by staff. There is floodplain on the property, which requires a 75-foot setback. Lot coverage, density, building separation requirements may also be issues with additional development at this location. In general, staff is not aware at this time if there is sufficient developable space for these improvements. Moreover, storm water management requirements must be met if additional impervious surface is being added to the site. The applicant has been made aware that future improvements will require review and approval by the City.

Recommendation

A motion to approve the request for a Conditional Use and Conditional Use Amendment to operate the existing River Edge multiple-family development as market rate apartments.

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

PETITION FOR CONDITIONAL USE

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

The undersigned hereby petitions the Common Council of the City of Pewaukee, Waukesha County, Wisconsin for a Conditional Use Permit for the purpose of: See Attached Project Narrative

Legal description of property – Please attach.

Common property description or name: RiversEdge Apartments

Property Address: N16W22330-N16W22360, and N16W22420 **Tax Key Number(s):** PWC 0957986

Property owner(s) (Full Legal Name): Watertown Rd. GE Precision Healthcare LLC

Owner's Address: 3000 N Grandview Blvd. **City/State/Zip:** Waukesha, WI 53188

Phone: 518-281-2088 **Email:** karol.augspurger@ge.com

Applicant (Full Legal Name):

Name: Rivers Edge Holdings, LLC

Company:

Address: 614 W. Brown Deer Road #300

City/State/Zip: Bayside, WI 53214

Phone: 414-332-8080

Email: daniel@katzprop.com

Contact Person (Full Legal Name):

Name: Bret A. Roge, Esq.

Company: Michael Best & Friedrich LLP

Address: 790 N. Water Street, Ste. 2500

City/State/Zip: Milwaukee, WI 53202

Phone: 414-271-6560

Email: baroge@michaelbest.com

Conditional Use submittals must include and be accompanied by the following:

- ☐ This Application form accurately completed with original signatures.
- ☐ Application Filing Fee, payable to the City of Pewaukee:
  - $400.00, plus cost for publication, notice and all attorney fees related to project
- ☐ Five (5) complete collated sets of Application materials to include:
  - A written project narrative detailing the request, business/use operational information, future development plans, site and building improvements, tentative development schedule, and estimated project value.
  - Scaled drawings, as may be applicable, including, but not limited to; a site plan, grading/erosion control plan, preliminary storm water management plan, landscape plan, lighting plan, building elevations, colored renderings, sign details and natural resource delineations.
- ☐ All application materials provided in a digital format (Adobe PDF). Materials may be submitted on a USB Flash Drive or emailed to hurd@pewaukee.wi.us.
- ☐ Note twelve (12) additional sets of plans will be required for Plan Commission following staff review of the initial submittal. These plans should be revised in response to staff comments as may be necessary.

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

The applicant and property owner(s) hereby certify that:

1) all statements and other information submitted as part of this application are true and correct to the best of applicant's and property owner(s)' knowledge;
2) the applicant and property owner(s) has/have read and understand all information in this application; and
3) the applicant and property owner(s) agree that any approvals based on representations made by them in this Application and its submittal, and any subsequently issued building permits or other type of permits, may be revoked without notice if there is a breach of such representation(s) or any condition(s) of approval.

By execution of this application, the property owner(s) authorize the City of Pewaukee and/or its agents to enter upon the subject property(ies) between the hours of 7:00 a.m. and 7:00 p.m. daily for the purpose of inspection while the application is under review. The property owner(s) grant this authorization even if the property has been posted against trespassing pursuant to Wis. Stat. §943.13.

(The applicant's signature must be from a Managing Member if the business is an LLC, or from the President or Vice President if the business is a corporation. A signed applicant's authorization letter may be provided in lieu of the applicant's signature below, and a signed property owner's authorization letter may be provided in lieu of the property owner's signature[s] below. If more than one, all of the owners of the property must sign this Application).

PETITIONER'S/APPLICANT'S SIGNATURE: _____

NAME & TITLE (PRINT): _____

SIGN AND DATED this _____ day of _____, _____.

PROPERTY OWNER'S SIGNATURE: _____

NAME & TITLE (PRINT): _____

SIGN AND DATED this _____ day of _____, _____.

PROPERTY OWNER'S SIGNATURE: _____

NAME & TITLE (PRINT): _____

SIGN AND DATED this _____ day of _____, _____.

City Staff-

RECEIVED at City Hall by: _____ on _____

Fee paid: $_____. Date: _____.

RiversEdge Apartments – Project Narrative

Overview:

Rivers Edge Holdings, LLC ("Applicant") is acquiring the property commonly known as the RiversEdge Apartments located at N16W22420 Watertown Road, Pewaukee, WI 53186-1034912, tax parcel identification number PWC 0957-986 ("Property"). The Property is comprised of four (4) buildings, each with eighteen (18) residential units, located on approximately 46 acres of land. The Applicant requests that the City amend the existing Conditional Use Permit ("CUP") for the Property so that it no longer affects the Property and issue a new CUP permitting the Property to be operated as long-term multi-family housing as described in more detail below. The existing CUP would remain in effect with regard to all land it currently covers other than the Property.

Current and Future Land Use Regulations:

There are two factors currently governing the use of the Property. First, the Property is subject to a CUP recorded as Reel 1663, Image 0342 in the Waukesha County, WI Register's Office, as amended by amendment recorded as Reel 2976, Image 0973 therein ("Existing CUP"). The Existing CUP allows the Property to be used as transient housing for employees of General Electric ("GE") who are training at the GE facility located across Watertown Road from the Property. Second, the Property is zoned RM-3, which allows for multi-family residential development of buildings up to eight (8) units each pursuant to Section 17.0416 of City of Pewaukee ordinances.

The Applicant is requesting two changes to the current land use plan for the Property. First, the Applicant requests that the City amend the Existing CUP to remove the Property so that the Property can be used for multi-family housing. Second, because the buildings on the Property have eighteen (18) units each, use of the Property for multi-family use would be a conditional use pursuant to Section 17.0500 of City of Pewaukee ordinances, permitting "Residential planned unit development (PUD) . . . with no individual building containing more than 40 dwelling units." As such, the Applicant requests that the City issue a new CUP allowing the Property to be operated as multi-family housing pursuant to Section 17.0500 of City of Pewaukee ordinances.

Project and Applicant Details:

The Applicant is an affiliate of Milwaukee-based Katz Properties, Inc., a very experienced multi-family property manager that has developed and owned thousands of units of multi-family property over the past several decades. The Applicant will acquire the existing buildings and all land comprising the Property as depicted and described in the enclosed elevations, site plans, drainage plans, and other materials. The Applicant will convert the Property from its current use as transient housing into multi-family housing. Rents for the Property will be at market rates. Upon acquisition of the Property, the Applicant will make various improvements to the interior and exterior of the existing buildings to make them more marketable and compatible with multi-family use, including but not limited to remodeling kitchens and/or bathrooms in the residential units and upgrades to common areas. Based on the Applicant's review of the Property, certain upgrades may also be made to the area around the stormwater retention pond on the south side of the Property, which improvements may include the construction of a decorative fence around the pond for safety reasons. Also, there is currently a tunnel under Watertown Road connecting the Property with the GE facility on the other side of Watertown Road, allowing persons staying at the Property to get to

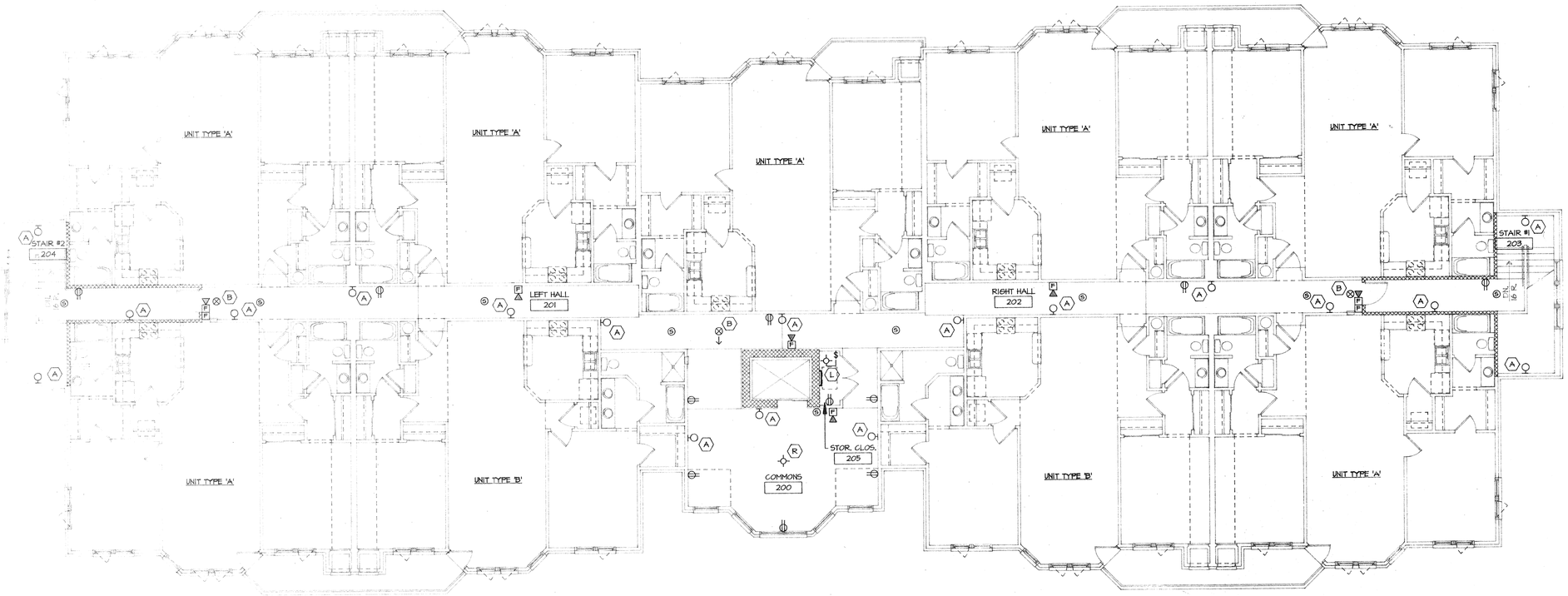
the GE facility without having to cross Watertown Road. GE will be filling this tunnel with concrete to eliminate future direct access between the two properties.

The Applicant expects that it will complete its initial improvements to the Property within several months after acquiring the Property. After completing such improvements, the Applicant expects that the value of the Property will be increased from the purchase price of $12,800,000.00. In addition, though not part of this application, the Applicant expects that it will seek future approvals from the City to construct additional multi-family residential buildings on the Property, which would further increase the value of the Property.

LEGAL DESCRIPTION

ALL THAT PART OF THE SOUTHEAST 1/4 AND NORTHEAST 1/4 OF SECTION 24, TOWN 7 NORTH, RANGE 19 EAST, IN THE CITY OF PEWAUKEE, COUNTY OF WAUKESHA, STATE OF WISCONSIN, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST 1/4 CORNER OF SAID SECTION 24; THENCE NORTH 89° 15' 01" WEST, ALONG THE SOUTH LINE OF SAID NORTHEAST 1/4, 795.95 FEET TO POINT ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF THE W.I.C.T. RAILROAD AND THE PLACE OF BEGINNING OF THE HEREINAFTER DESCRIBED LANDS; THENCE 888.55 FEET ALONG SAID RIGHT-OF-WAY LINE AND THE ARC OF A CURVE TO THE LEFT, WITH A RADIUS OF 2324.83 FEET; WHOSE CHORD BEARS SOUTH 65° 44' 50" WEST, 883.15 FEET TO A POINT; THENCE NORTH 58° 15' 59" WEST, 81.22 FEET TO A POINT; THENCE SOUTH 52° 51' 24" WEST, 138.15 FEET TO A POINT ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF WATERTOWN ROAD; THENCE NORTH 58° 15' 59" WEST ALONG SAID RIGHT-OF-WAY LINE, 643.37 FEET TO A MEANDER LINE ALONG THE FOX RIVER; THENCE ALONG SAID MEANDER LINE THE FOLLOWING COURSES; THENCE NORTH 27° 41' 58" EAST, 154.96 FEET TO A POINT; THENCE NORTH 33° 12' 09" EAST, 215.57 TO A POINT; THENCE NORTH 15° 55' 45" EAST, 299.50 FEET TO A POINT; THENCE NORTH 01° 03' 51" WEST, 151.09 FEET TO A POINT; THENCE NORTH 07° 26' 51" WEST, 148.52 FEET TO A POINT; THENCE NORTH 07° 38' 09" WEST, 140.66 FEET TO A POINT; THENCE NORTH 44° 25' 14" EAST, 121.32 FEET TO A POINT; THENCE SOUTH 76° 31' 48" EAST, 39.04 FEET TO A POINT; THENCE SOUTH 12° 40' 40" EAST, 185.52 FEET TO A POINT; THENCE SOUTH 47° 03' 52" EAST, 149.79 FEET TO A POINT; THENCE SOUTH 59° 56' 11" EAST, 131.91 FEET TO A POINT; THENCE NORTH 76° 47' 52" EAST, 175.42 FEET TO A POINT; THENCE NORTH 46° 47' 13" EAST, 247.02 FEET TO A POINT; THENCE NORTH 71° 47' 38" EAST, 249.58 FEET TO A POINT; THENCE SOUTH 58° 33' 45" EAST, 766.34 FEET TO A POINT; THENCE SOUTH 23° 44' 53" EAST, 296.55 FEET TO A POINT; THENCE NORTH 62° 02' 33" EAST, 216.32 FEET TO A POINT; THENCE NORTH 25° 22' 00" WEST, 125.44 FEET TO A POINT; THENCE SOUTH 86° 25' 37" WEST, 95.73 FEET TO A POINT; THENCE NORTH 01° 16' 27" EAST, 134.26 FEET TO A POINT; THENCE SOUTH 88° 10' 11" EAST, 251.31 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF SPRINGDALE ROAD; THENCE SOUTH 01° 25' 18" EAST, ALONG SAID WESTERLY RIGHT-OF-WAY LINE, 561.87 FEET TO A POINT ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF SAID W.I.C.T. RAILROAD; THENCE SOUTH 84° 19' 37" WEST, ALONG SAID RIGHT-OF-WAY LINE, 455.67 FEET TO A POINT; THENCE 309.59 FEET, CONTINUING ALONG SAID RIGHT-OF-WAY LINE AND THE ARC OF A CURVE TO THE LEFT, WITH A RADIUS OF 2324.83 FEET; WHOSE CHORD BEARS SOUTH 80° 30' 43" WEST, 309.36 FEET TO THE POINT OF BEGINNING. INCLUDING HEREIN ANY LAND LYING BETWEEN SAID MEANDER LINE AND THE ORDINARY HIGH WATER MARK OF THE FOX RIVER. EXCEPTING THEREFROM THOSE LANDS CONVEYED TO WAUKESHA COUNTY IN WARRANTY DEED RECORDED DECEMBER 03, 2008 AS DOCUMENT NO. 3613235.



SECOND FLOOR ELECTRICAL PLAN

SCALE: 1/8" = 1'-0"

N.O.T.E.: ALL DIMENSIONS ARE FROM FACE OF FINISHED WALL UNLESS OTHERWISE NOTED

TDI ASSOCIATES, INC.
ARCHITECTS, ENGINEERS, PLANNERS
1285 SUNNYRIDGE ROAD
PEWAUKEE, WI 53072 (414) 691-3400

REVISIONS: 10 SEPT. '93 GENERAL REVISIONS

SHEET E-3

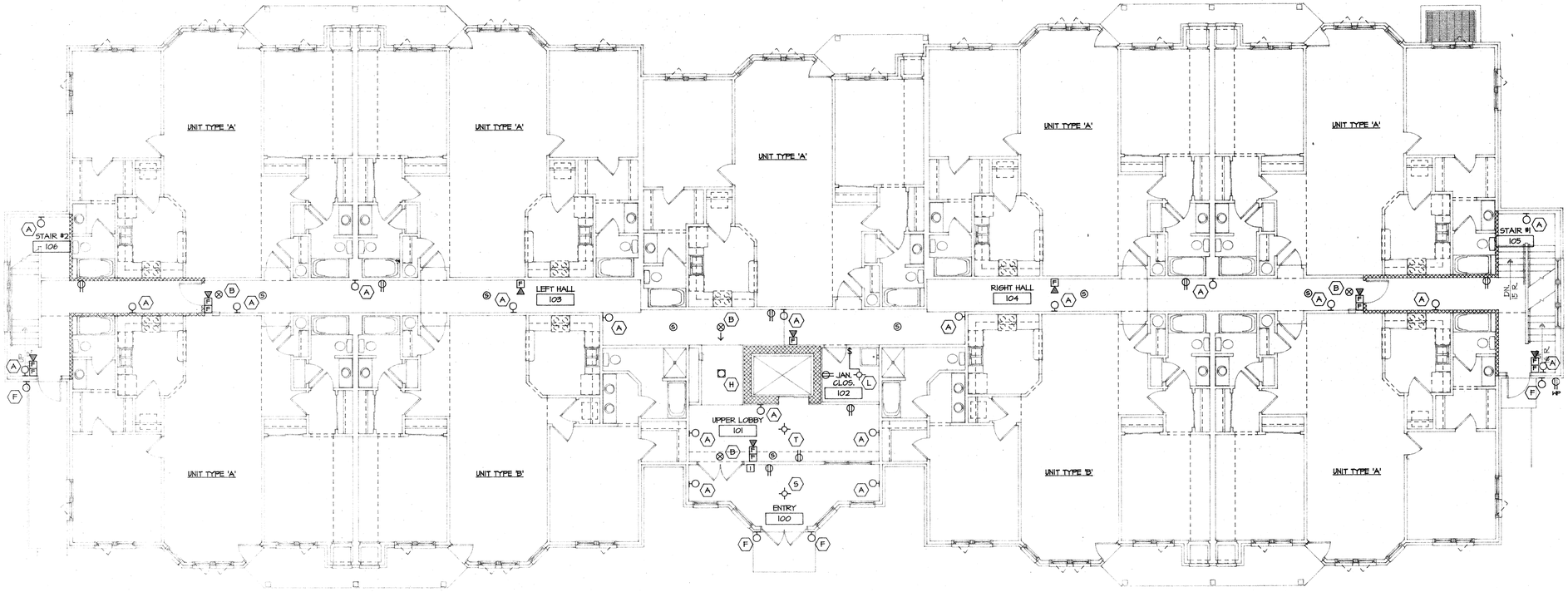
DATE ISSUED 08 JULY '93
DATE DRAWN 30 JUNE '93
DRAWN BY
JOB #

PROJECT NO. 94-03

PROJECT: RIVER EDGE CONDOMINIUMS
KATERTOWN ROAD
TOWN OF MUKWONEGO, WISCONSIN

TITLE: OVERALL SECOND FLOOR ELECTRICAL PLAN

DESIGNER RESERVES ALL COPYRIGHTS TO THESE DRAWINGS WHICH ARE NOT TO BE REPRODUCED, CHANGED, COPIED OR ASSIGNED TO ANY THIRD PARTY IN ANY FORM OR MANNER WITHOUT FIRST OBTAINING THE EXPRESSED WRITTEN PERMISSION OF TDI ASSOCIATES, INC. ©



FIRST FLOOR ELECTRICAL PLAN

SCALE: 1/8" = 1'-0"

N.O.T.E.: ALL DIMENSIONS ARE FROM FACE OF FINISHED WALL UNLESS OTHERWISE NOTED

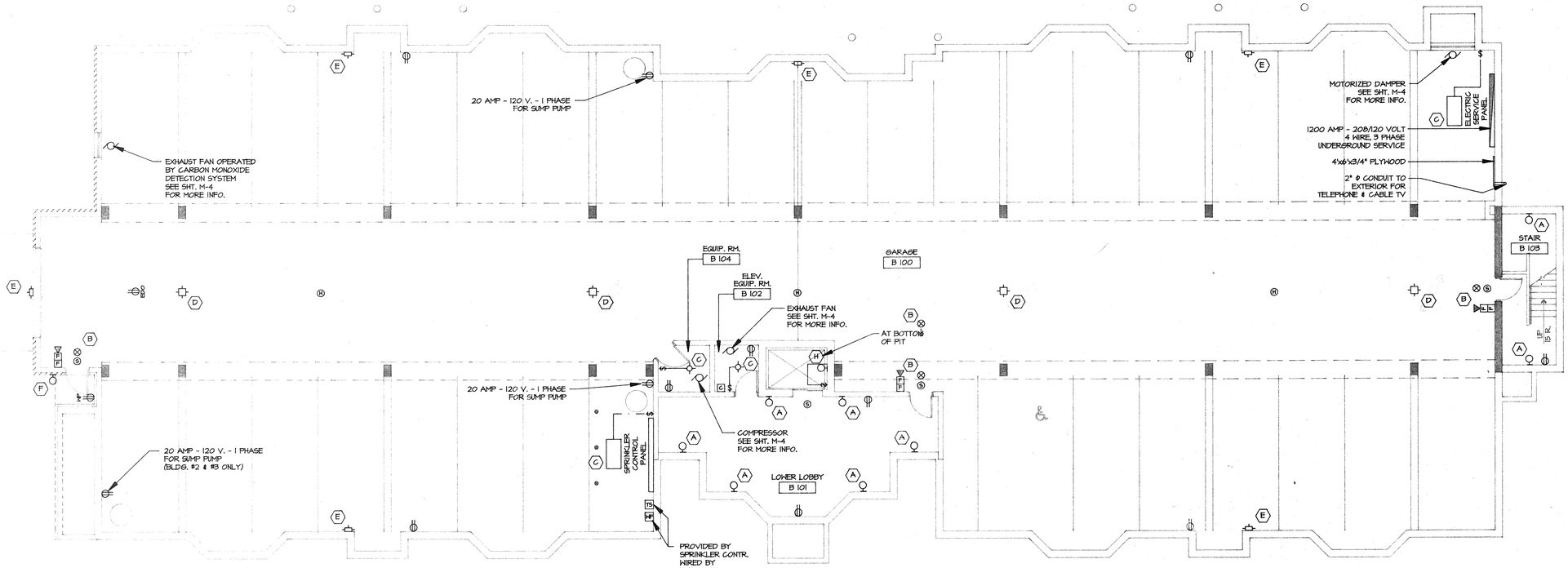
TDI ASSOCIATES, INC.
ARCHITECTS, ENGINEERS, PLANNERS
1285 SUNNYRIDGE ROAD
PEWAUKEE, WI 53072 (414) 691-3400

REVISIONS: 10 SEPT. '93 GENERAL REVISIONS

SHEET E-2
PROJECT NO. 1443
DATE ISSUED 06 JULY '93
DATE DRAWN 30 JUNE '93
DRAWN BY

PROJECT: RIVER EDGE CONDOMINIUMS
WATERTOWN ROAD
TOWN OF MENASHE, WISCONSIN
TITLE: OVERALL FIRST FLOOR ELECTRICAL PLAN

DESIGNER RESERVES ALL COPYRIGHTS TO THESE DRAWINGS WHICH ARE NOT TO BE REPRODUCED, CHANGED, COPIED OR ASSIGNED TO ANY THIRD PARTY IN ANY FORM OR MANNER WITHOUT FIRST OBTAINING THE EXPRESSED WRITTEN PERMISSION OF TDI ASSOCIATES, INC. ©



N O T E :

SEE SHEETS M-1 thru M-5 FOR ELECTRICAL REQUIREMENTS FOR H.V.A.C. EQUIPMENT INCLUDING ELECTRC HEAT

BASEMENT / GARAGE ELECTRICAL PLAN

SCALE: 1/8" = 1'-0"

SYMBOL LEGEND

PLAN SYMBOL	DESCRIPTION	PLAN SYMBOL	DESCRIPTION	PLAN SYMBOL	DESCRIPTION	PLAN SYMBOL	DESCRIPTION
	DUPLEX OUTLET		CEILING MOUNTED LAMP FIXTURE		TELEPHONE JACK	WF	WATER FLOW MONITOR
220 V	220 VOLT SERVICE		RECESSED CAN FIXTURE	TD	TELEPHONE / DATA JACK	TS	TEMPER SWITCH
WP	WEATHER PROTECTED OUTLET		WALL MOUNTED LAMP FIXTURE	TV	CABLE TV JACK	F	FIRE ALARM PULL STATION
	ELECTRIC DOOR OPENER		EXIT LIGHT	I	INTERCOM	FH	FIRE ALARM HORN W/STROBE
$	SINGLE POLE SWITCH		DIRECTIONAL EXIT LIGHT		CLOSED CIRCUIT VIDEO	S	SMOKE DETECTOR
$3	THREE-WAY SWITCH		CHANDELIER	T	HEAT SENSITIVE SWITCH	H	HEAT DETECTOR
$D	DIMMER SWITCH		HIGH-PRESSURE SODIUM FIXTURE - CL'G. MNT.	SNI	PHONE JUNCTION BOX	C	CONTROL MODULE
$T	TIMER SWITCH		HIGH-PRESSURE SODIUM FIXTURE - WALL MNT.		DEDICATED COMPUTER OUTLET	FAP	FIRE DEPARTMENT ACCESS PANEL
	ELECTRIC MOTOR		FLOURESCENT TUBE FIXTURE				

Skipped 7/18

B/O Kitchen
B/O Vanity

LIGHT FIXTURE SCHEDULE

TYPE	LAMPS NO.	LAMPS DRD. ABB.	DESCRIPTION	MANUFACTURER	CATALOG NO.	GLASS or SHEILDING	FINISH	MOUNTING	COMMENTS
A	1	75 W. INCAND.	WALL FIXTURE	BROWNLEE	DUNDEE 119	GLASS	BRASS	WALL	
B	1	W. FLOUR.	EXIT LIGHT	LITHONIA	FA5 2 RC	FIBERGLASS	BLACK	CEILING	
C	2	40 W. FLOUR.	4' - (2) TUBE STRIP	LITHONIA	LB 240 A	ACRYLIC	WHITE	CEILING	
D	1	150 W. HPS	CEILING PACK	BROWNLEE	HAWK TIT	POLYCARBONATE	BRONZE	CEILING	
E	1	150 W. HPS	WALL PACK	BROWNLEE	HAWK TIT	POLYCARBONATE	BRONZE	WALL	
F	1	100 W. INCAND.	WALL LANTERN	-	-	-	-	WALL	EXTERIOR
G	1	75 W. INCAND.	WALL LANTERN Exterior	BROWNLEE	WASHINGTON 114	POLYCARBONATE	BLACK	WALL	
H	1	100 W. INCAND.	RECESSED CAN FIXTURE	-	-	-	WHITE	CEILING	
I	1	75 W. INCAND.	CEILING FIXTURE	STARLIGHT	LP 1000	ACRYLIC	WHITE	CEILING	
J	1	75 W. INCAND.	WALL FIXTURE	-	-	-	BRASS	WALL	
K	3	60 W. INCAND.	FAN / LIGHT	-	-	-	-	CEILING	SELECTION BY OWNER
L	1	150 W. INCAND.	PORCELAIN SOCKET	P/S	-	NONE	WHITE	CEILING	
M	1	40 W. FLOUR.	CEILING FIXTURE	STARLIGHT	SL 7052-59	ACRYLIC	BLEACHED OAK	CEILING	
N	1	75 W. INCAND.	WALL FIXTURE	STARLIGHT	SL 7434-58	GLASS	BRASS	WALL	
O	1	75 W. INCAND.	CEILING FIXTURE	STARLIGHT	SL 8610-01	WHITE GLASS	BRASS	CEILING	
P	-	W. INCAND.	CHANDELIER 35 of 36	STARLIGHT	SL 8042	GLASS	BRASS	CEILING	
Q	1	100 W. INCAND.	PORCELAIN SOCKET	P/S	-	NONE	WHITE	WALL	
R	-	W. INCAND.	CHANDELIER	-	-	-	-	CEILING	SELECTION BY OWNER
S	-	W. INCAND.	CHANDELIER	-	-	-	-	CEILING	SELECTION BY OWNER
T	-	W. INCAND.	CHANDELIER	-	-	-	-	CEILING	SELECTION BY OWNER

N O T E : ALL DIMENSIONS ARE FROM FACE OF FINISHED WALL UNLESS OTHERWISE NOTED

TDI ASSOCIATES, INC.
ARCHITECTS, ENGINEERS, PLANNERS
1285 SUNNYRIDGE ROAD
PEWAUKEE, WI 53072 (414) 691-3400

REVISIONS: 10 SEPT. '98 GENERAL REVISIONS

PROJECT: RIVER EDGE CONDOMINIUMS
WATERTOWN ROAD
TOWN OF PEWAUKEE, WISCONSIN

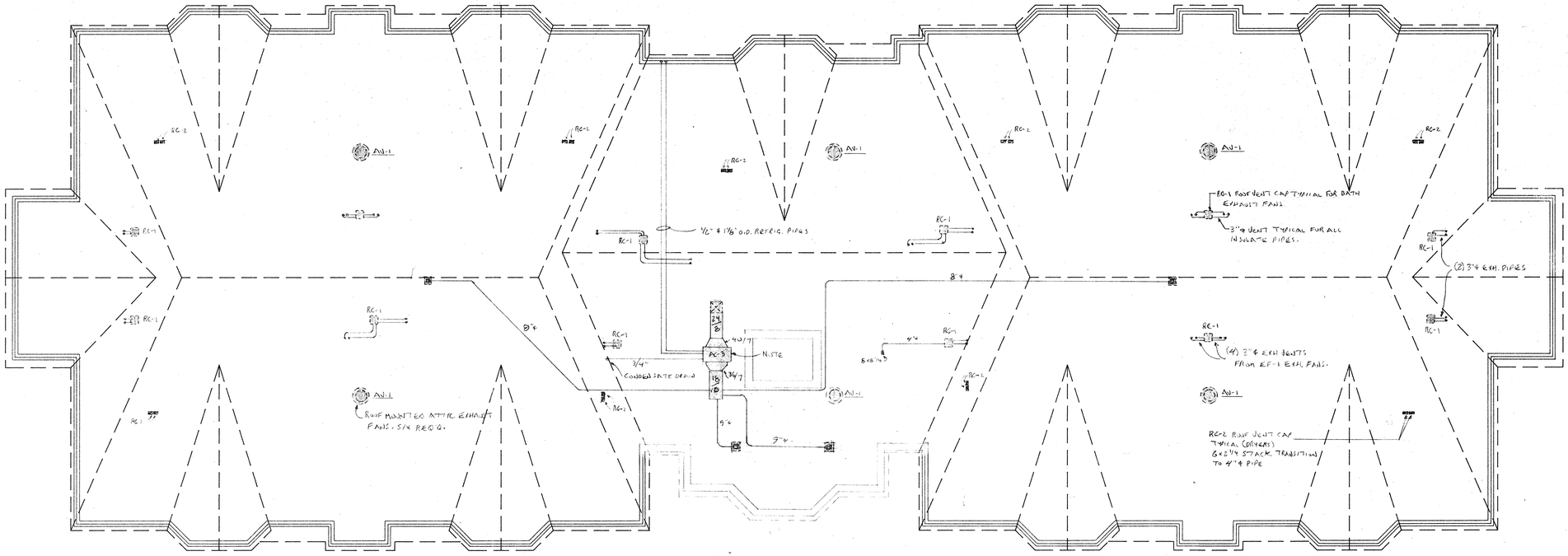
TITLE: BASEMENT / GARAGE ELECTRICAL PLAN

DATE ISSUED 08 JULY '98
DATE DRAWN 08 JULY '98
DRAWN BY MDL

SHEET E-1

PROJECT NO. 394-98

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ATTIC H.V.A.C. PLAN

SCALE: 1/8" = 1'-0"

NOTE:

REFER TO SHEET M-4 FOR ALL GENERAL NOTES, SPECIFICATIONS, AND EQUIPMENT SPECIFICATIONS.

SET AC-3 ON MIN. 1/2" THICK PLYWOOD ON TRUSS CHORD SET UNIT ON VIBRATION ISOLATORS. 125 LBS. SECOND FLOOR UNIT FIRST FLOOR UNIT SUSPEND WITH VIBRATION ISOLATORS FROM CEILING JOIST.

REVISIONS: 17 SEPT. '93 GENERAL REVISIONS

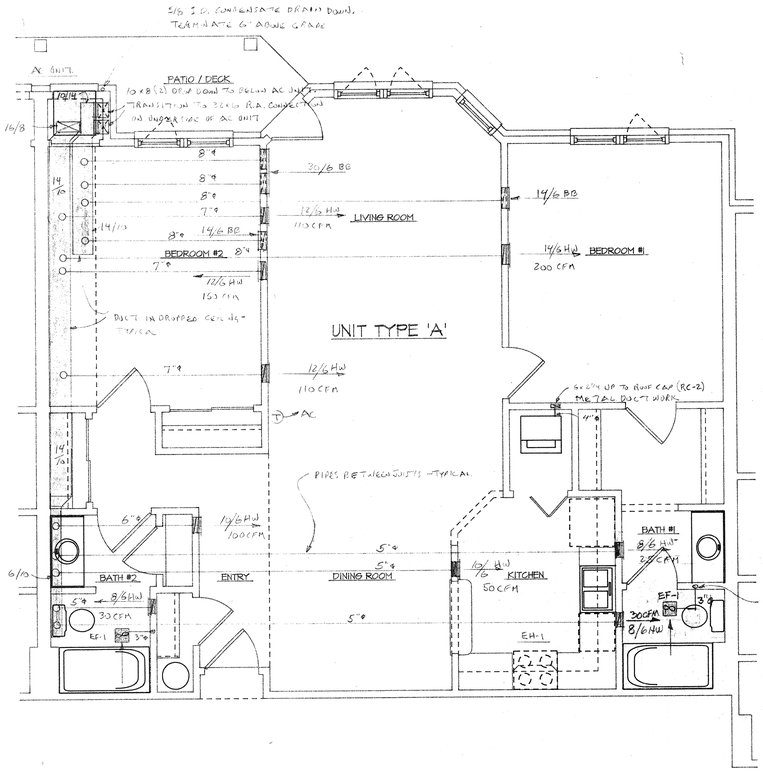
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PEWAUKEE, WI 53072 (414) 691-3400

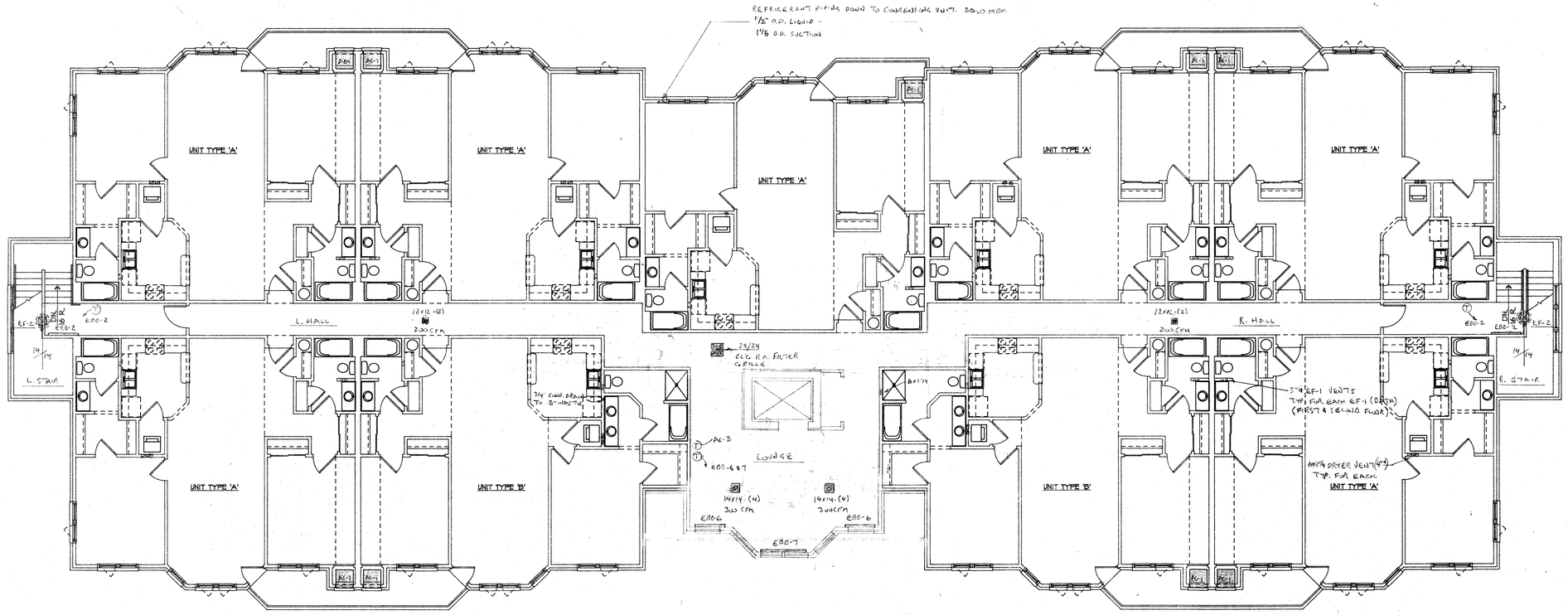
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PROJECT: RIVER EDGE CONDOMINIUMS
GENERAL ELECTRIC MEDICAL SYSTEMS
WATERTOWN ROAD
TOWN OF PEWAUKEE, WISCONSIN
TITLE: ATTIC H.V.A.C. PLAN

DATE ISSUED
DATE DRAWN
7-7 MAR. '95
DRAWN BY
EJH

SHEET M-5
PROJECT NO. 194-93


5/8 I.D. CONDENSATE DRAIN DOWN. TERMINATE 6" ABOVE GRADE
A/C UNIT
PATIO / DECK
10'x8' (2) DRIP DOWN TO BELOW AC UNIT
TRANSITION TO 3/4" I.D. R.A. CONNECTION IN UNDERSIDE OF AC UNIT
16/8
10/14
14/10
14/10
8'9
8'9
8'9
7'9
8'9
7'9
7'9
6'9
5'9
5'9
5'9
5'9
3'9
5'4
3'9
3'9
3'9



SECOND FLOOR H.V.A.C. PLAN

SCALE: 1/8" = 1'-0"

NOTE:

COMBINE FOUR (4) EF-1 VENTS INTO ONE ROOF CAP RC-1.

COMBINE TWO (2) EF-1 VENTS INTO ONE ROOF CAP RC-1.

EACH DRYER VENT TO TERMINATE INTO ONE ROOF CAP. RC-2.

REFER TO SHEET M-4 FOR ALL GENERAL NOTES AND SPECIFICATIONS AND EQUIPMENT SPECIFICATIONS.

REFER TO SHEET M-4 FOR UNIT A AND B 1/4" SCALE DRAWINGS

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PEWAUKEE, WI 53072 (414) 691-3400

REVISIONS: IC SEPT. '93 GENERAL REVISIONS

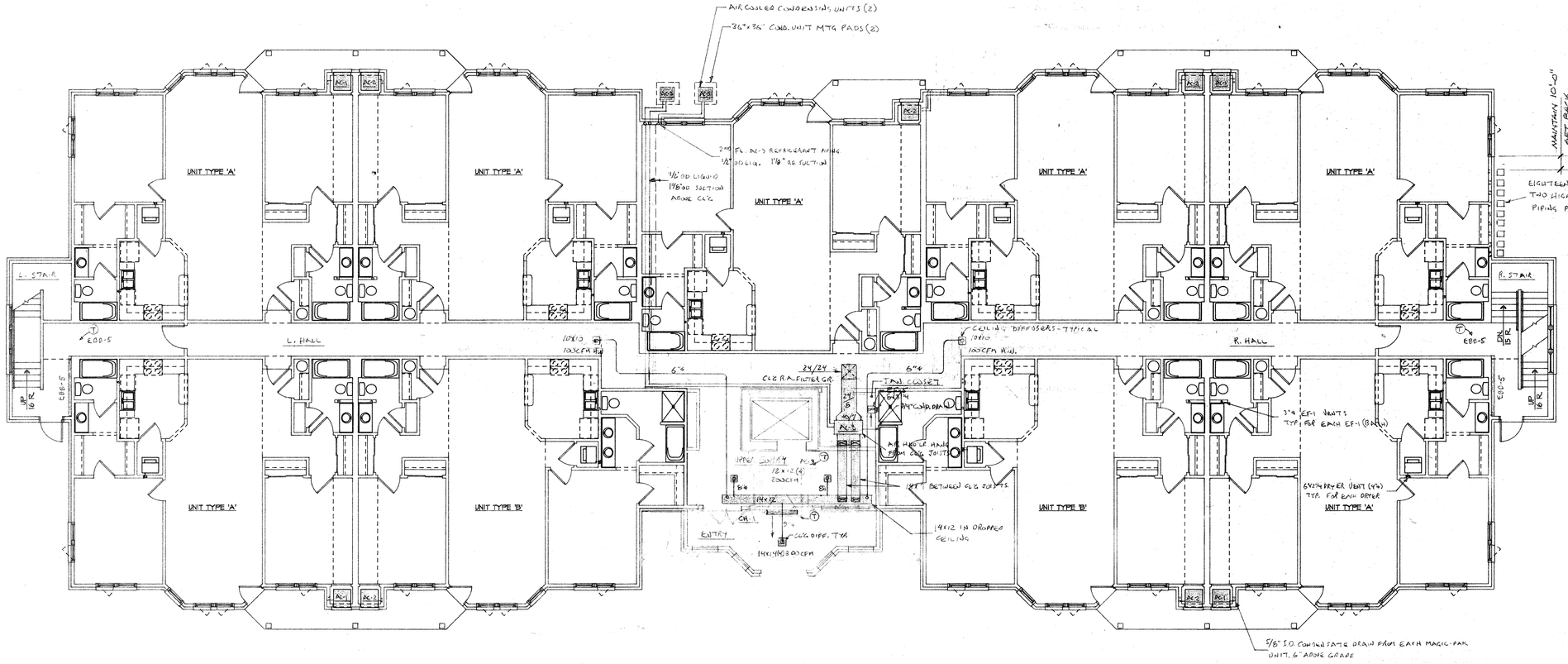
PROJECT: RIVER EDGE CONDOMINIUMS
GENERAL ELECTRIC MEDICAL SYSTEMS
PATERSON ROAD
TOWN OF PEWAUKEE, WISCONSIN

TITLE: SECOND FLOOR H.V.A.C. PLAN

DATE ISSUED
DATE DRAWN
22 MAR. '93
DRAWN BY
GJH

SHEET M-3
PROJECT NO. 154-93

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FIRST FLOOR H.V.A.C. PLAN

SCALE: 1/8" = 1'-0"

NOTE:

REFER TO SHEET M-4 FOR ALL GENERAL NOTES, SPECIFICATIONS, AND SCHEDULES

REFER TO SHEET M-4 FOR UNIT A AND B 1/4" SCALE DRAWINGS

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PEWAUKEE, WI 53072 (414) 691-3400

REVISIONS: 10 SEPT. '15 GENERAL REVISIONS

PROJECT: RIVER EDGE CONDOMINIUMS
GENERAL ELECTRIC MEDICAL SYSTEMS
WATERTOWN ROAD
TOWN OF PEWAUKEE, WISCONSIN

TITLE: FIRST FLOOR H.V.A.C. PLAN

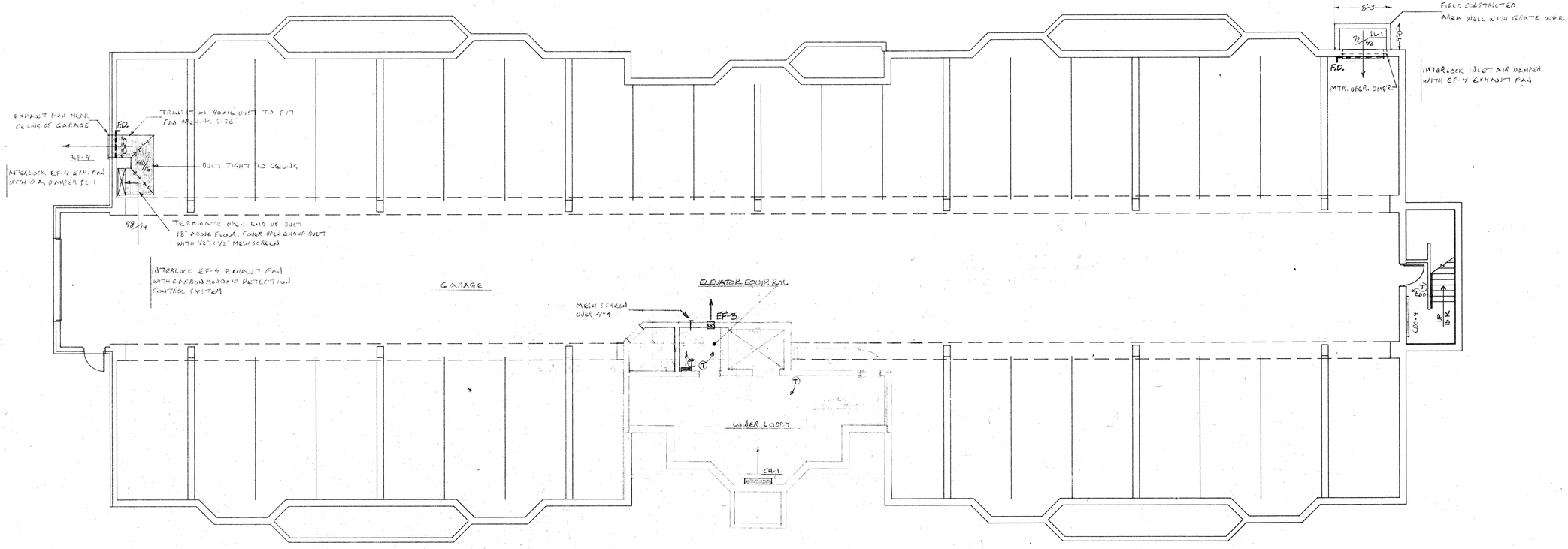
DATE ISSUED

DATE DRAWN
3-2 MAR. '15
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GJH

SHEET M-2

PROJECT NO.
1514-15

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BASEMENT / GARAGE H.V.A.C. PLAN

SCALE: 1/8" = 1'-0"

NOTE:

REFER TO SHEET M-4 FOR ALL GENERAL NOTES, SPECIFICATIONS, AND EQUIPMENT SCHEDULE.

REVISIONS: 10 SEPT '13 GENERAL REVISIONS

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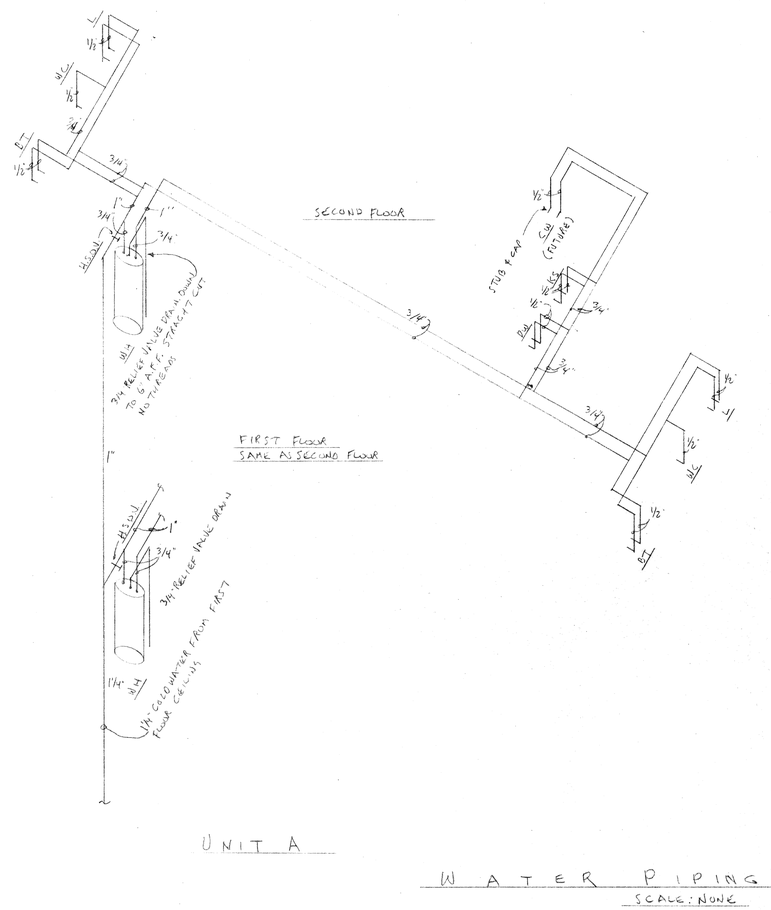
PROJECT: RIVER EDGE CONDOMINIUMS
GENERAL ELECTRIC MEDICAL SYSTEMS
WATERTOWN ROAD
TOWN OF MENOMONEE, WISCONSIN

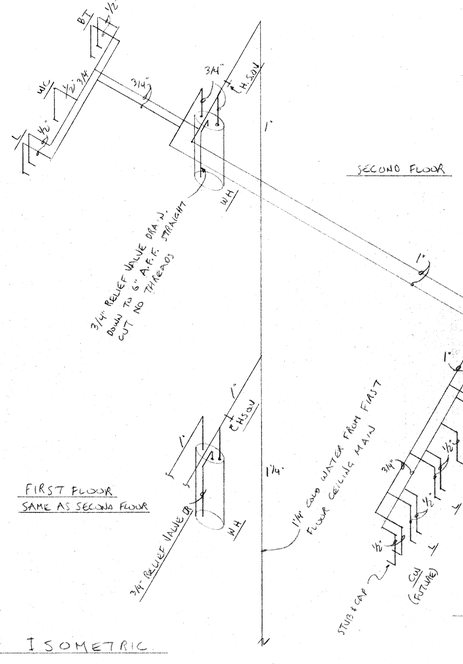
TITLE: BASEMENT / GARAGE H.V.A.C. PLAN

DATE ISSUED
DATE DRAWN
13 MAR '13
DRAWN BY
GJH

SHEET M-1

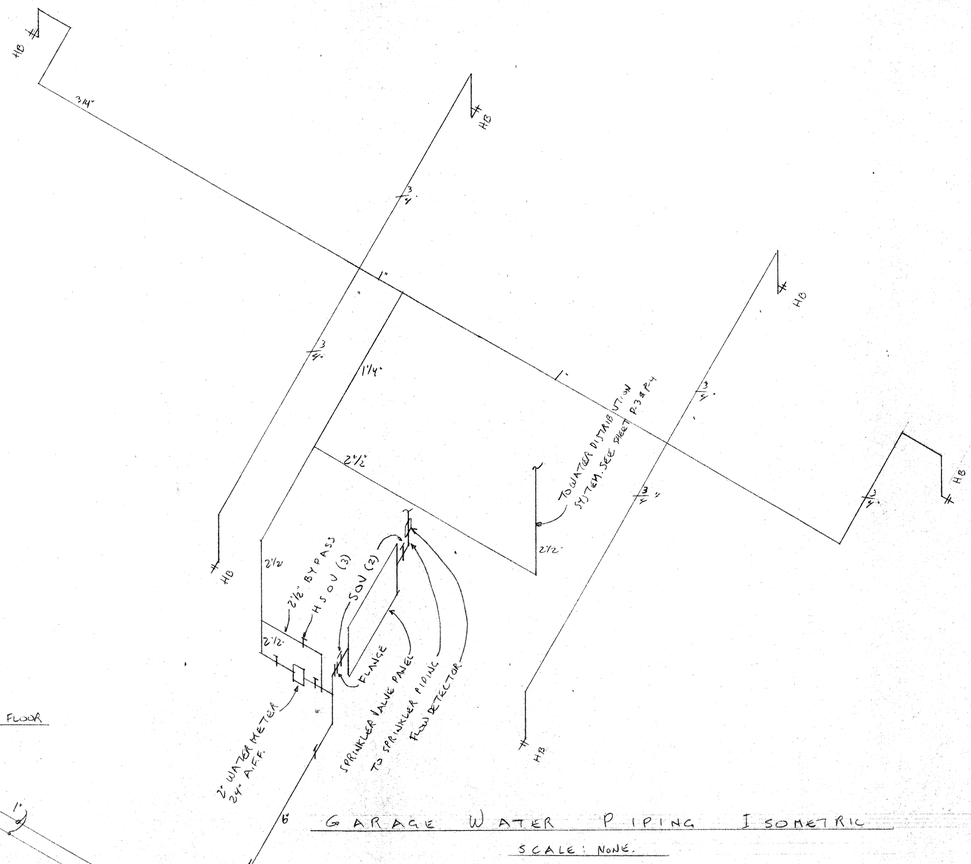
PROJECT NO. 194-13





WATER PIPING ISOMETRIC

SCALE: NONE



GARAGE WATER PIPING ISOMETRIC

SCALE: NONE.

TDI Associates, Inc.
Architects, Engineers, Planners
1285 Sunnyridge Road
Pewaukee, WI 53072 (414) 691-3400

REVISIONS 12 SEPT 08 GENERAL REVISIONS

PROJECT RIVER EDGE CONDOMINIUMS
WATERTOWN ROAD - TOWN OF PEWAUKEE, WISCONSIN

TITLE PIPING ISOMETRIC

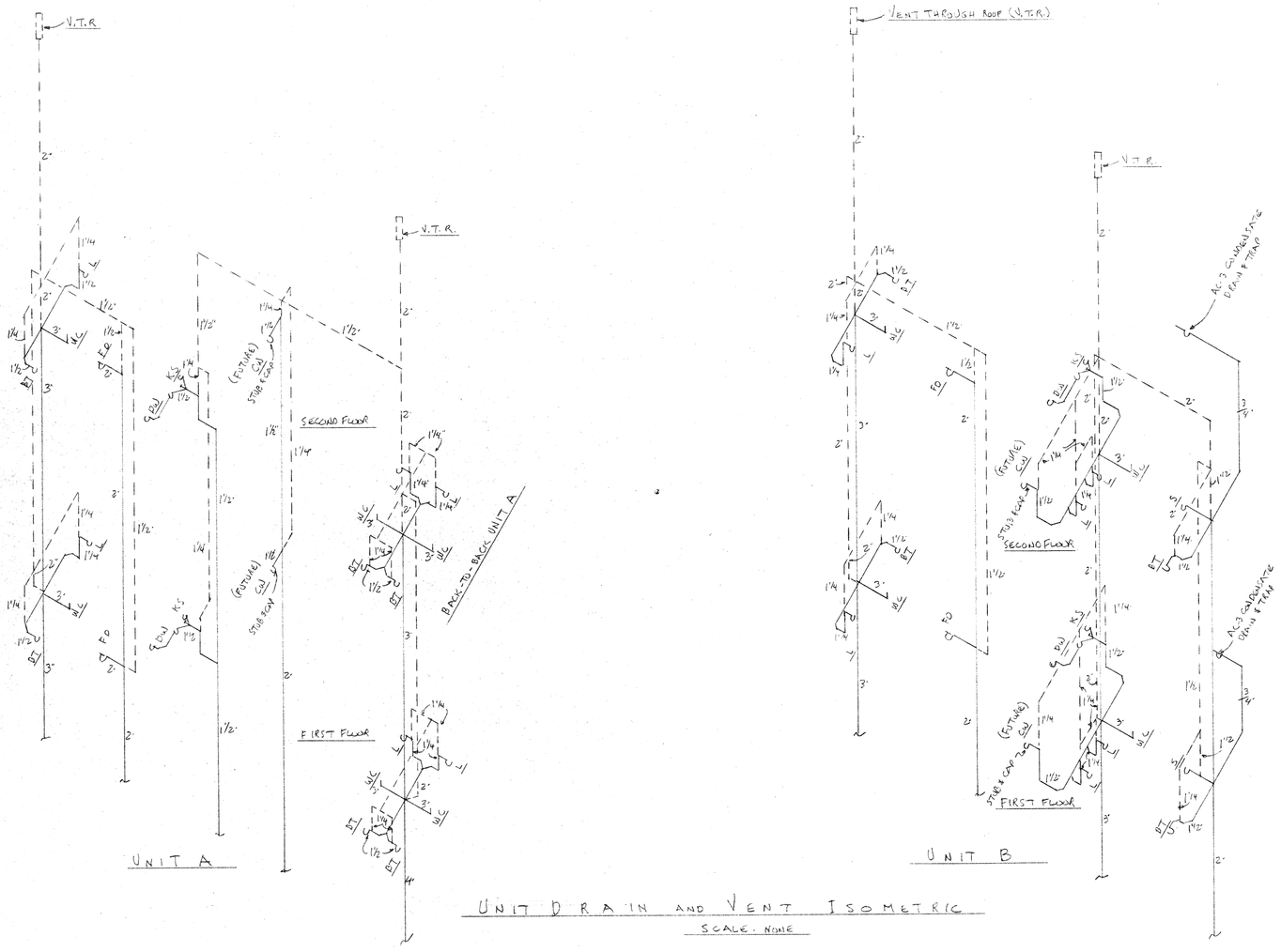
DATE ISSUED
DATE 7-25-08
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CAH

SHEET P.7

PROJECT NO 08-93

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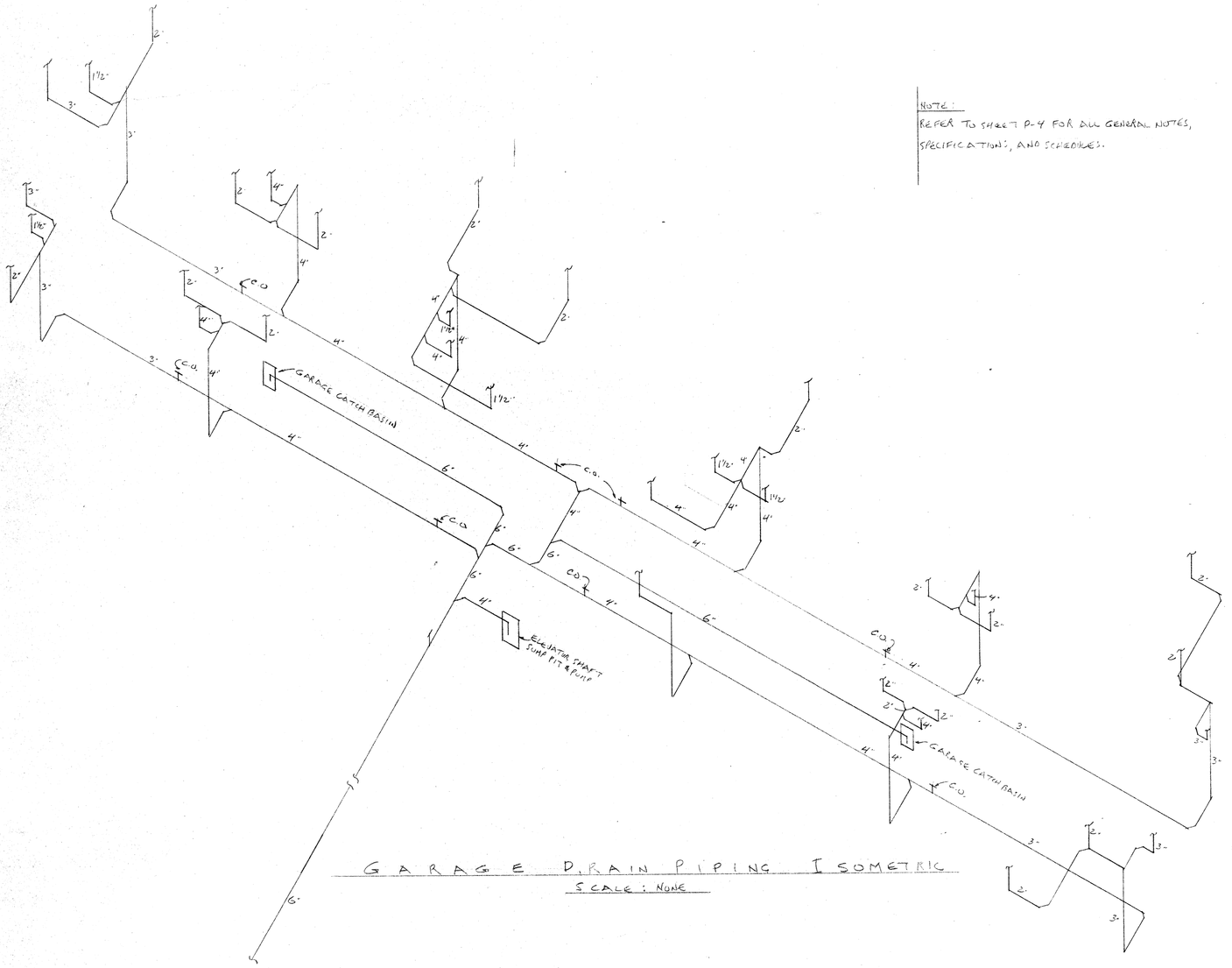
JOHN A. BAUERSCHMIDT CO. 512096



UNIT DRAIN AND VENT ISOMETRIC

SCALE: NONE

NOTE:
REFER TO SHEET P-4 FOR ALL GENERAL NOTES, SPECIFICATIONS, AND SCHEDULES.



GARAGE DRAIN PIPING ISOMETRIC

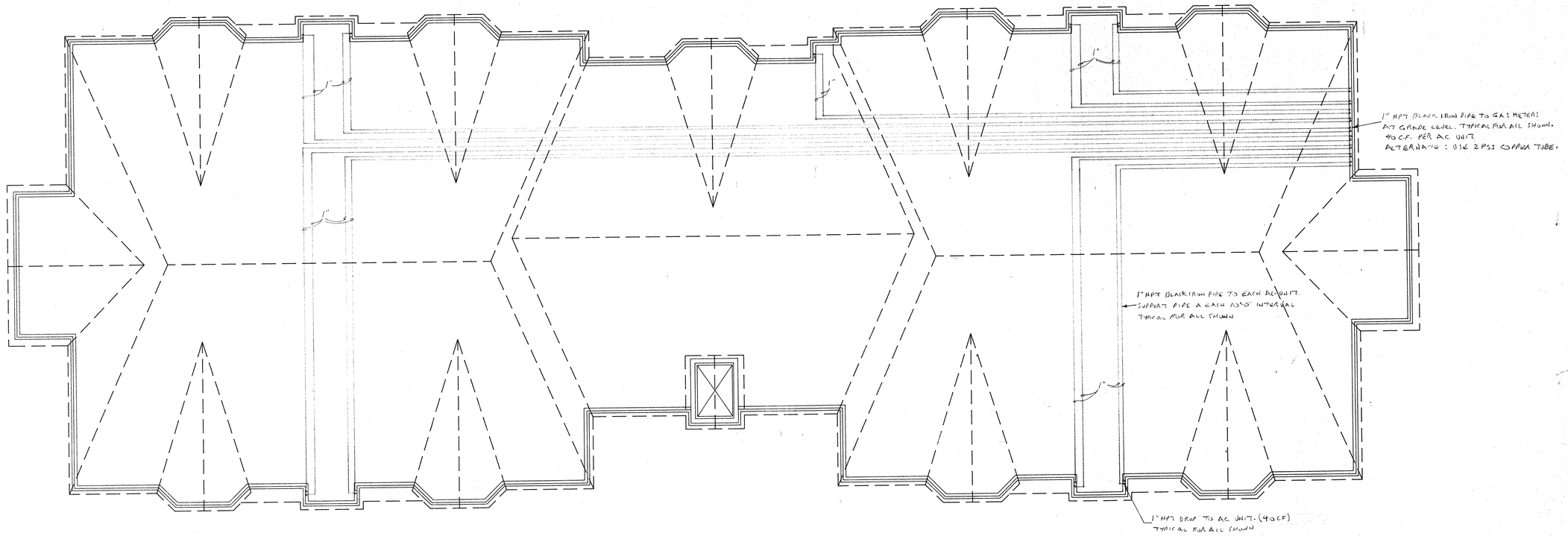
SCALE: NONE

SHEET P-6	DATE ISSUED	PROJECT	RIVER EDGE CONDOMINIUMS. GENERAL ELECTRIC MEDICAL SYSTEMS WATERTOWN ROAD; TOWN OF PEWAUKEE, WISCONSIN
PROJECT NO 159-93	DATE DRAWN 7-7-93	TITLE	PIPING ISOMETRIC'S.
	DRAWN BY GJH		

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REVISIONS 10 SEPT. 93 GENERAL REVISIONS

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ATTIC PLUMBING PLAN

SCALE: 1/8" = 1'-0"

NOTE :

REFER TO SHEET P-9 FOR ALL GENERAL NOTES, SPECIFICATIONS AND SCHEDULES.

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PEWAUKEE, WI 53072 (414) 691-3400

REVISIONS: 1 SEPT. '93 GENERAL REVISIONS

PROJECT: RIVER EDGE CONDOMINIUMS
GENERAL ELECTRIC MEDICAL SYSTEMS
WATERTOWN ROAD
TOWN OF PEWAUKEE, WISCONSIN

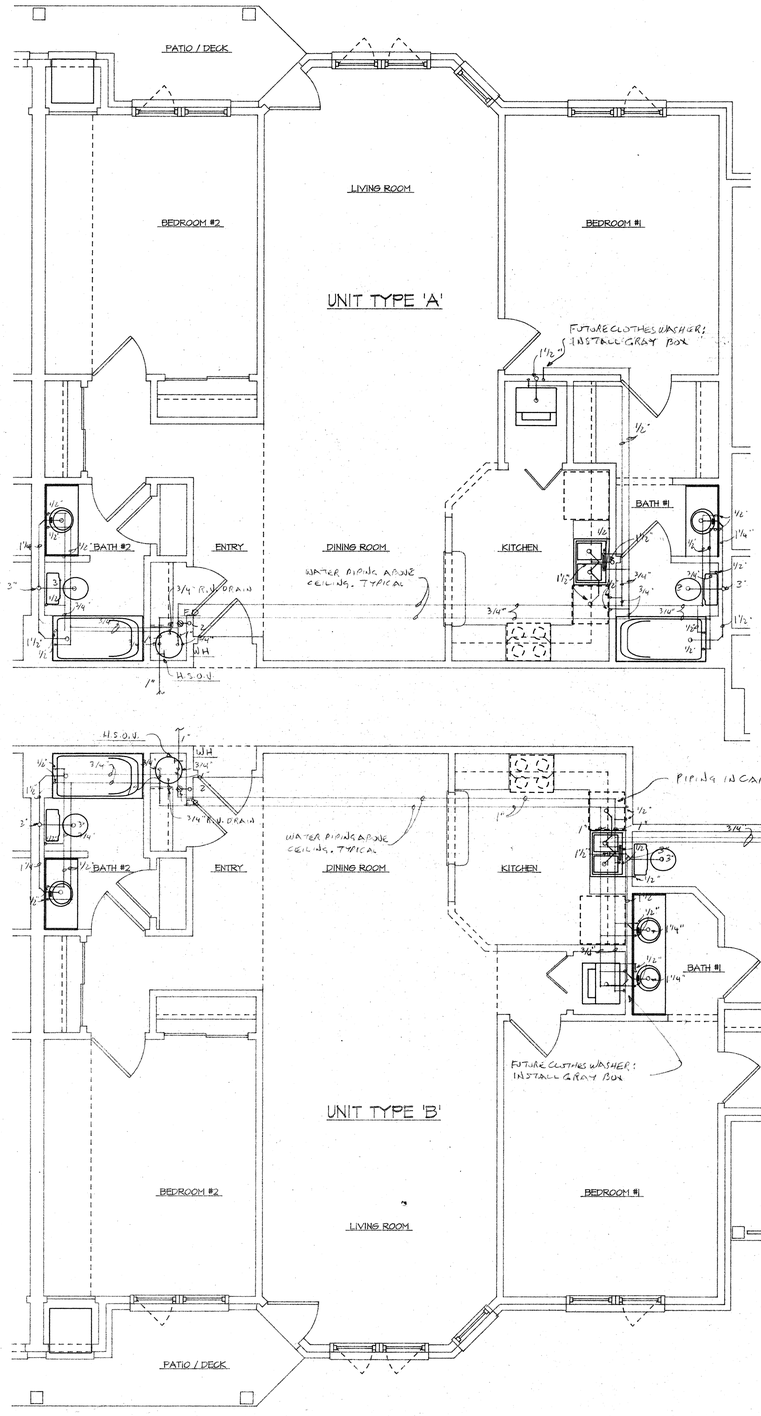
TITLE: ATTIC PLUMBING PLAN

DATE ISSUED
DATE DRAWN
22 MAR '93
DRAWN BY
GJH

SHEET P-5

PROJECT NO. 9348

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UNIT PLUMBING PLANS

SCALE: 1/4" = 1'-0"

PLUMBING SPECIFICATIONS:

PROVIDE ALL PLUMBING LABOR AND MATERIALS NECESSARY TO COMPLETE INSTALLATION PER WISCONSIN PLUMBING CODE. SECURE ALL PERMITS AND PAY ALL FEES AS REQUIRED TO PERFORM THIS WORK.

PIPE AND FITTINGS:
SANITARY BUILDING DRAIN, WASTE, AND VENT PIPING TO BE SCH. 40 PVC PLASTIC PIPE AND FITTINGS WITH SOLVENT JOINTS.
WATER PIPING ABOVE GRADE TO BE COPPER TYPE L WITH NO LEAD SOLDER JOINTS. USE IN GARAGE, OVRC PIPE IN WALLS
WATER PIPING BELOW GRADE TO BE COPPER TYPE K WITH NO LEAD SOLDER JOINTS.
GAS PIPING TO BE BLACK IRON PIPE WITH MALLEABLE BLACK IRON FITTINGS. PROVIDE DRIP LEG, SHUT-OFF COCK AND GROUND JOINT UNION AT EACH AC UNIT CONNECTION. ALTERNATE: 2PSI COPPER.

INSULATE WATER PIPING ABOVE CEILING WITH ½" THICK CLOSED CELL INSULATION. COLD WATER ONLY

PLUMBING FIXTURES:

KS: KOHLER OR EQUAL MODEL K 3247 STAINLESS STEEL KITCHEN SINK WITH KOHLER MODEL K15174 FAUCET WITH SPRAY UNIT AND BADGER I DISPOSAL. AIR GAP.

WC: KOHLER OR EQUAL 'WELLWORTH 14' MODEL K 3504 WATER CLOSET WITH LUSTRA SEAT. SHUT OFF VALVE.

BT: KOHLER OR EQUAL MODEL K1956 ACRYLIC BATH WITH KOHLER MODEL K 6900 OR K6905 FAUCET.

S: KOHLER OR EQUAL MODEL K1577 SHOWER WITH KOHLER MODEL K 6900 OR K6905 FAUCET. USE ONE PIECE MODEL

L: KOHLER OR EQUAL MODEL K-2905 FARMINGTON LAVATORY WITH K15181 FAUCET. SELF RIMMING.

FD: WADE OR EQUAL MODEL W-1100 FLOOR DRAIN WITH SATIN BRONZE FINISH TOP. ELIMINATE HARD PIPE RELIEF VALVE DRAIN TO GARAGE & CONNECT TO COMMON DRAIN.

GD: SYMMONS OR EQUAL MODEL W 600 LAUNDRY MATE AUTOMATIC CLOTHES WASHER SUPPLY VALVE AND DRAIN. 1½" P TRAP. (FOR FUTURE CLOTHES WASHER)

WH: A.O. SMITH OR EQUAL MODEL DEC-52 ELECTRIC WATER HEATER. 50 GALLON CAPACITY. 4500/4500 WATT ELEMENTS. 208-1-60. PRESSURE RELIEF VALVE.

VALVES (H.S.O.V.) TO BE KITZ OR EQUAL CLASS 600 BRONZE BALL VALVES.

INSTALL WATER HAMMER ARRESTORS AT DISHWASHER AND CLOTHES WASHER PER 82.40(6)(F)

INSTALL KITCHEN SINK PIPING PER 82.40(4)(C)10.

INSTALL THERMOSTATIC MIXING VALVE FOR SHOWER AND BATH TUB PER 82.40(8)(G).

PIPE SIZE SCHEDULE

DEVICE	MARK	UNIT A	UNIT B	DFU	DRAIN	VENT	WSFU A	WSFU B	COLD	HOT	GAL
KITCHEN SINK	KS	1	1	2	1½	1¼	1.5	1.5	½	½	
DISH WASHER	DW	1	1	2	1½	1¼	1.0	1.0	½	½	
LAVATORY	L	2	3	1	1¼	1¼	1.0	1.0	½	½	
WATER CLOSET	WC	2	2	4	3	2	2.0	2.0	½	—	
BATH TUB	BT	2	2	2	1½	1¼	2.0	2.0	½	½	
SHOWER	S	—	1	2	2	1½	—	1.5	½	½	
*CLOTHES WASHER	CW	1	1	3	1½	1¼	1.5	1.5	½	½	
FLOOR DRAIN	FD	1	1	2	2	1½	—	—	—	—	
WATER HEATER	WH	1	1	—	¾	—	—	—	¾	¾	50
TOTAL	T	11	13	23-27	3	2	14	16.5	1	1	11-12
CORPORATION COCK	CC								2½		
CURB STOP	CS								2½		
HOSE BIBB	HB	6					½		¾		

16 UNITS x 23 DFU + 2 UNITS x 27 DFU = 422 DFU = 6" SAN. SEWER @ ⅛"/1'-0" PITCH.
16 UNITS x 14 WSFU + 2 UNITS x 16.5 WSFU = 257 WSFU
6 HB x 4 WSFU = 24 WSFU
281 WSFU = 81 GAL (TABLE 82.40-3)

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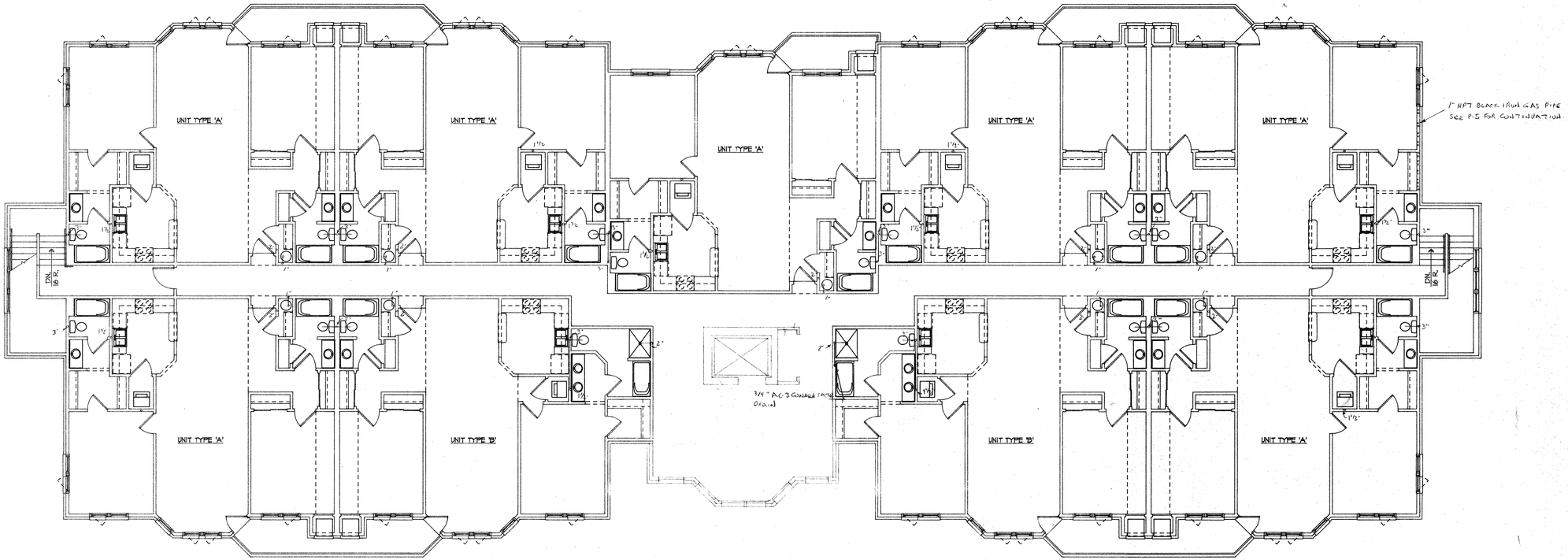
REVISIONS: 8 SEPT. '93 GENERAL REVISIONS

PROJECT: RIVER EDGE CONDOMINIUMS
GENERAL ELECTRIC/MEDICAL SYSTEMS
WATERTOWN ROAD
TOWN OF PEWAUKEE, WISCONSIN
TITLE: UNIT PLUMBING PLANS

DATE ISSUED
DATE DRAWN 1 MAR '93
DRAWN BY GJH

SHEET P-4
PROJECT NO. 1941-93

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SECOND FLOOR PLUMBING PLAN

SCALE: 1/8" = 1'-0"

NOTE:

REFER TO SHEET P-4 FOR ALL GENERAL NOTES, SPECIFICATIONS, AND SCHEDULES

REFER TO SHEET P-4 FOR 1/4" SCALE UNIT TYPE A AND B DRAWINGS.

REFER TO SHEET P-6 FOR PLUMBING ISOMETRICS.

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PEWAUKEE, WI 53072 (414) 691-3400

REVISIONS: 10 SEPT. '93 GENERAL REVISIONS

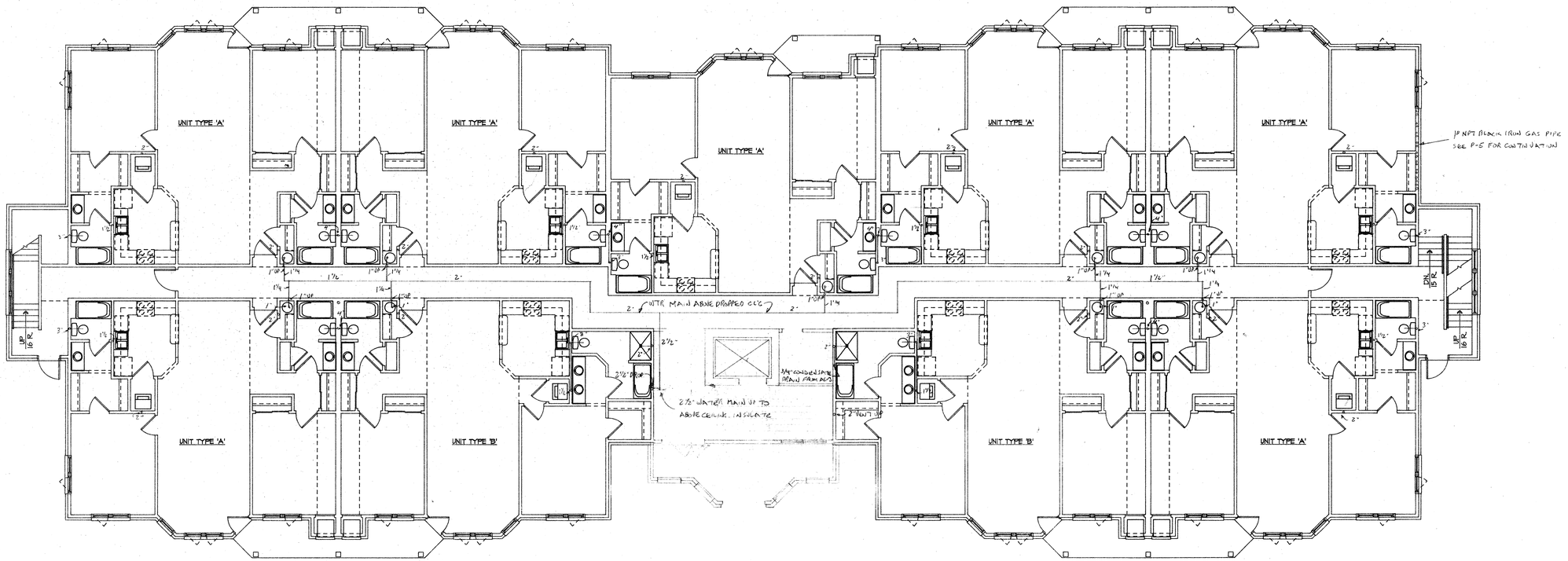
PROJECT: RIVER EDGE CONDOMINIUMS
GENERAL ELECTRIC MEDICAL SYSTEMS
WATERTOWN ROAD
TOWN OF PEWAUKEE, WISCONSIN

TITLE: SECOND FLOOR PLUMBING PLAN

DATE ISSUED
DATE DRAWN 25 MAR. '93
DRAWN BY GJH

SHEET P-3
PROJECT NO. 9345

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FIRST FLOOR PLUMBING PLAN

SCALE: 1/8" = 1'-0"

NOTE:

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REFER TO SHEET P-6 FOR PLUMBING ISOMETRIC'S.

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PEWAUKEE, WI 53072 (414) 691-3400

REVISIONS: 10 SEPT. '93 GENERAL REVISIONS

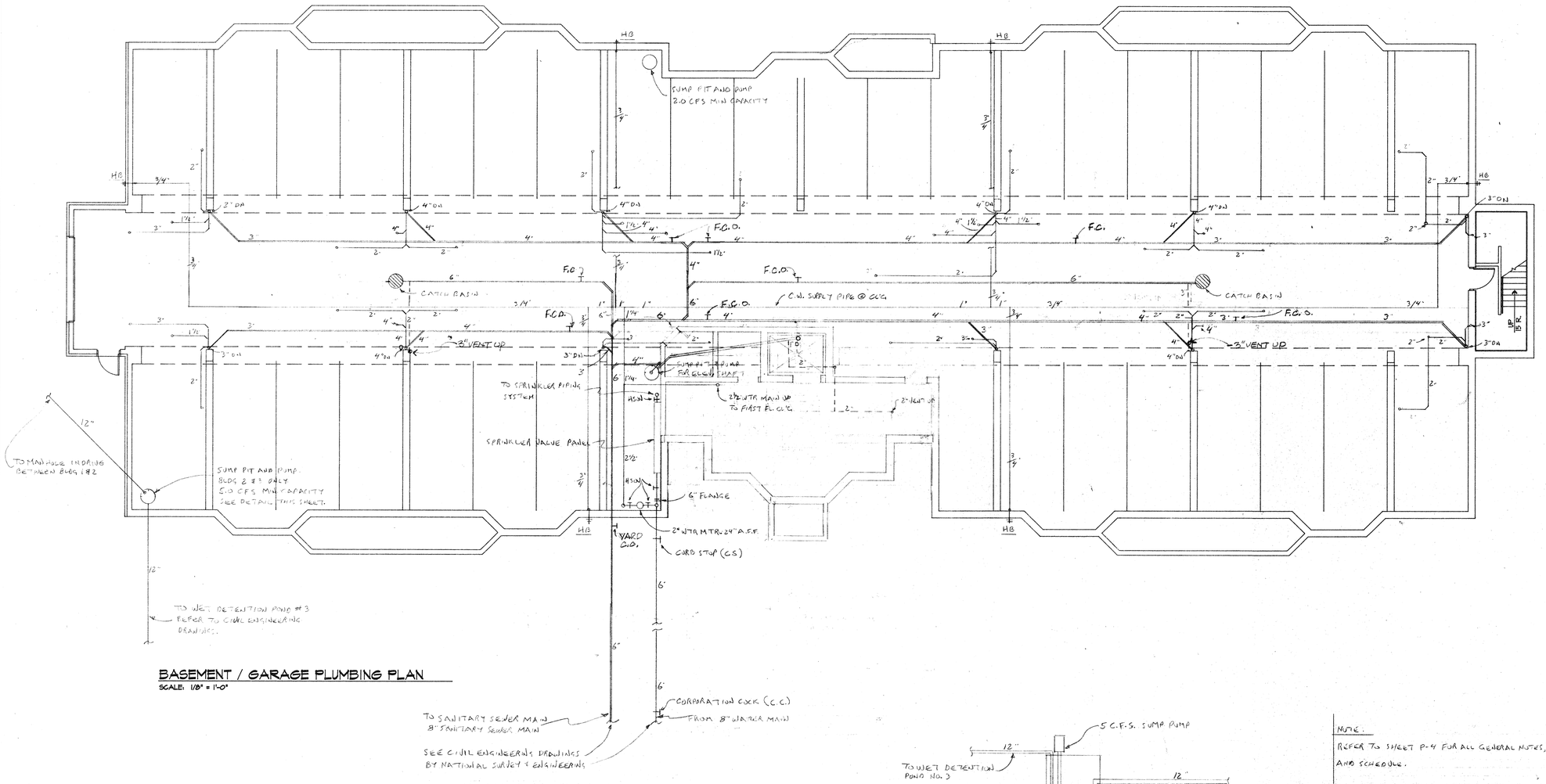
PROJECT: RIVER EDGE CONDOMINIUMS
GENERAL ELECTRIC MEDICAL SYSTEMS
WATERTOWN ROAD
TOWN OF PEWAUKEE, WISCONSIN

TITLE: FIRST FLOOR PLUMBING PLAN

DATE ISSUED
DATE DRAWN 25 MAR. '93
DRAWN BY GJH

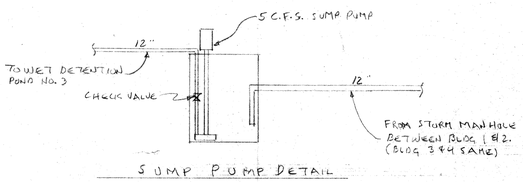
SHEET P-2
PROJECT NO. 9341B

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BASEMENT / GARAGE PLUMBING PLAN

SCALE: 1/8" = 1'-0"



SUMP PUMP DETAIL

NO SCALE

NOTE:

REFER TO SHEET P-4 FOR ALL GENERAL NOTES, SPECIFICATIONS, AND SCHEDULE.

REFER TO SHEET P-4 FOR ¼" SCALE UNIT TYPE A AND B DRAWINGS.

REFER TO SHEET P-6 FOR PLUMBING ISOMETRIC'S.

PROVIDE DRY SPRINKLER SYSTEM IN ELEVATOR EQUPT. RM. AND ELEVATOR SHAFT.

TDI ASSOCIATES, INC.
ARCHITECTS, ENGINEERS, PLANNERS
1285 SUNNYRIDGE ROAD
PEWAUKEE, WI 53072 (414) 691-3400

REVISIONS: 10 SEPT. '93 GENERAL REVISIONS
9-16-93 ADD SUMP PUMP DETAIL

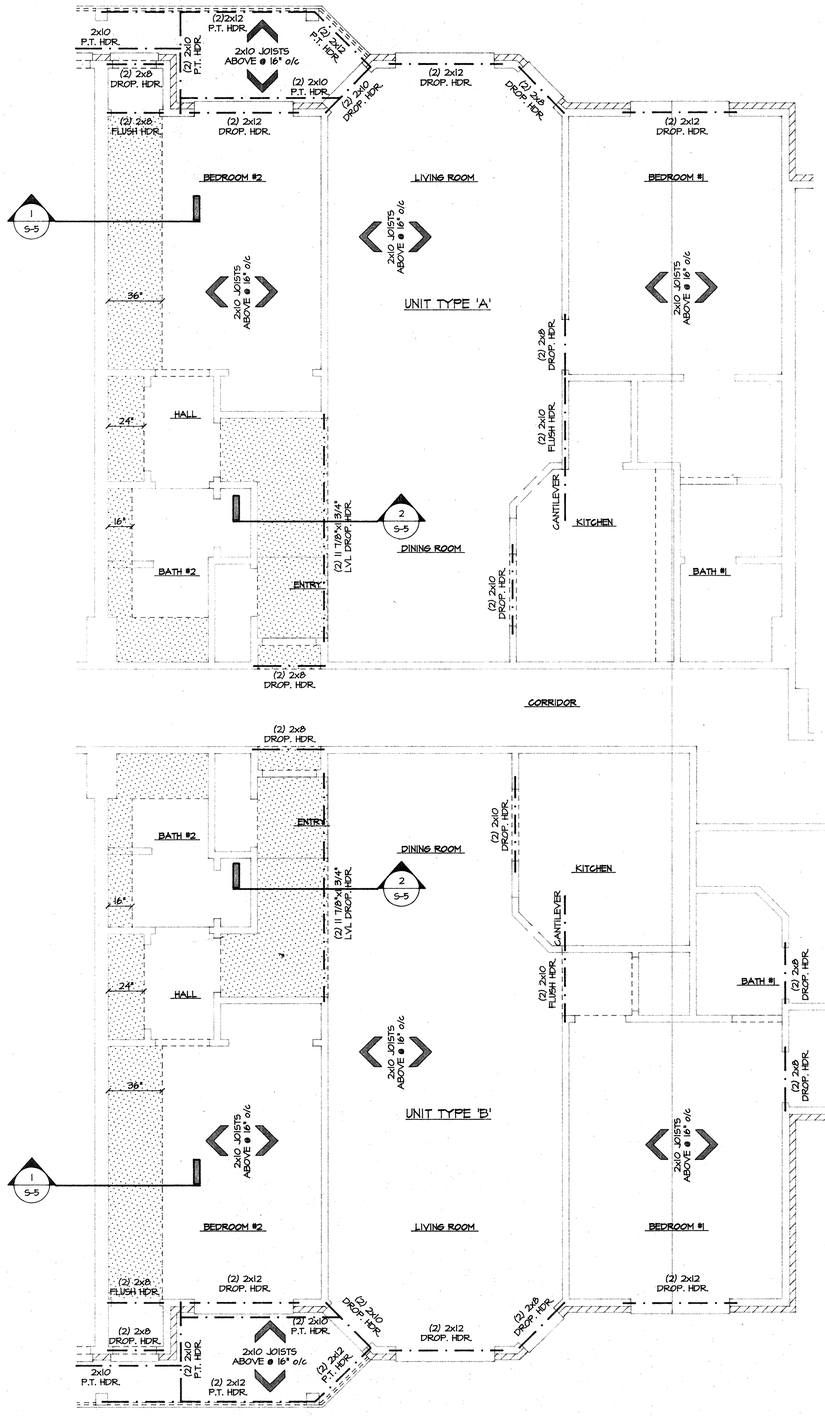
PROJECT: RIVER EDGE CONDOMINIUMS
GENERAL ELECTRIC MEDICAL SYSTEMS
WATERTOWN ROAD
TOWN OF PEWAUKEE, WISCONSIN

TITLE: BASEMENT / GARAGE PLUMBING PLAN

DATE ISSUED
DATE DRAWN MAR. '93
DRAWN BY GJH

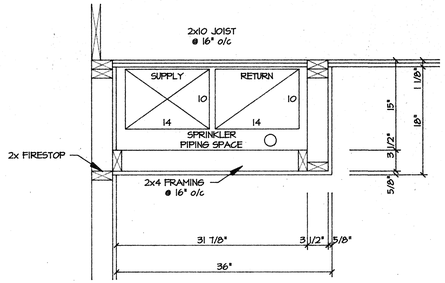
SHEET P-1
PROJECT NO. 94-93

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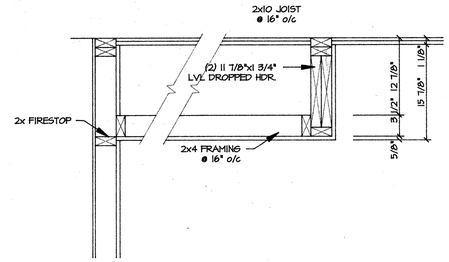
TYPICAL UNIT FRAMING PLANS

SCALE : 1/4" = 1'-0"



1 S-5 SOFFIT DETAIL

SCALE : 1" = 1'-0"



2 S-5 SOFFIT DETAIL

SCALE : 1" = 1'-0"

REVISIONS: 10 SEPT. '15 GENERAL REVISIONS

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PROJECT: RIVER EDGE CONDOMINIUMS
WATERTOWN ROAD
TOWN OF PEWAUKEE, WISCONSIN

TITLE: UNIT FRAMING PLANS

DATE ISSUED
06 JULY '15
DATE DRAWN
29 JUNE '15
DRAWN BY
MDL

SHEET S-5

PROJECT NO. 15-125

ROOF FRAMING PLAN

SCALE: 1/8" = 1'-0"

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1285 SUNNYRIDGE ROAD
PEWAUKEE, WI 53072 (414) 691-3400

REVISIONS: 10 SEPT. '15 GENERAL REVISIONS

N.O.T.E.: ALL DIMENSIONS ARE FROM FACE OF FINISHED WALL UNLESS OTHERWISE NOTED

PROJECT: RIVER EDGE CONDOMINIUMS
WATERTOWN ROAD
TOWN OF PEWAUKEE, WISCONSIN

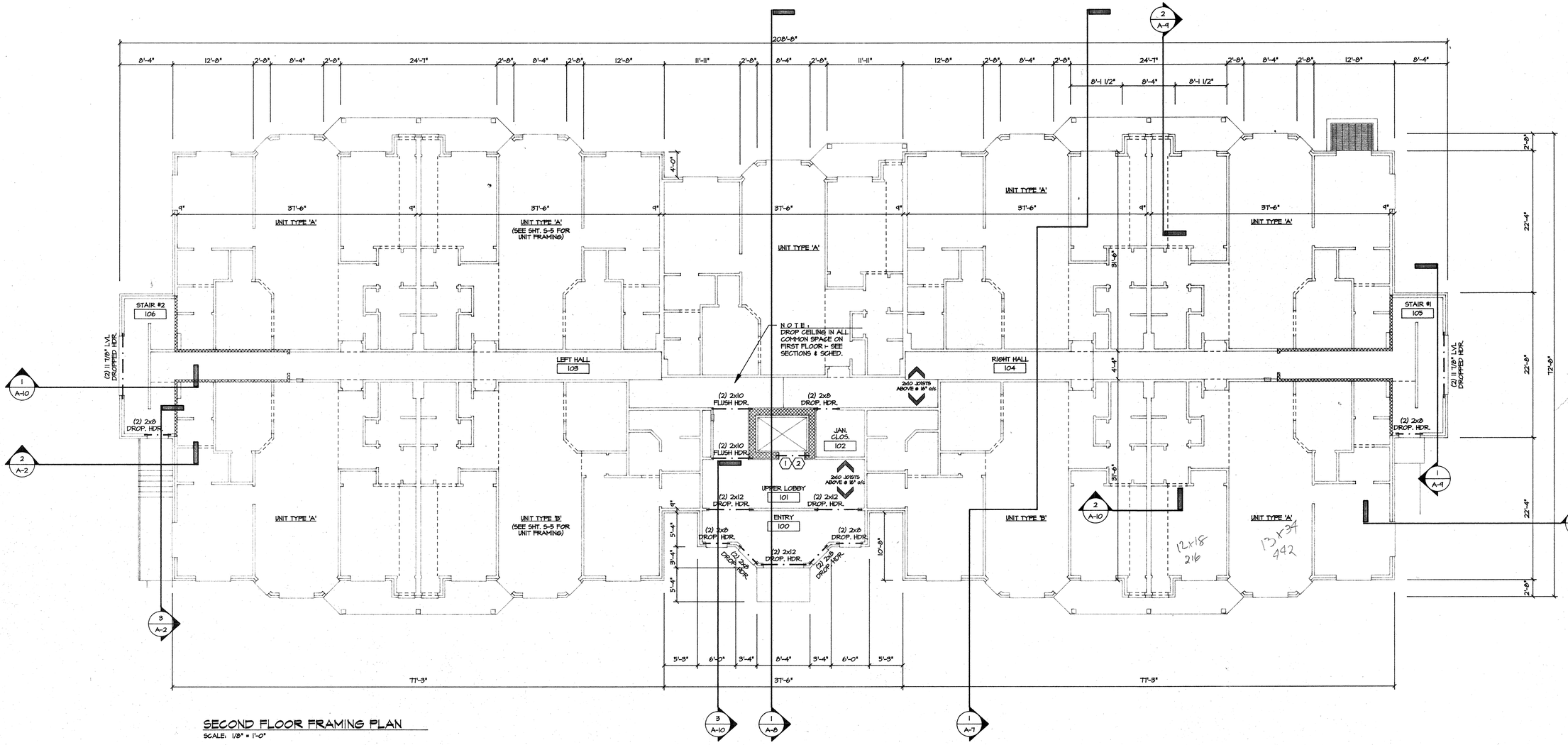
TITLE: ROOF FRAMING PLAN

DATE ISSUED 06 JULY '15
DATE DRAWN 24 JUNE '15
DRAWN BY KDS

SHEET S-4

PROJECT NO. 15-19

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SECOND FLOOR FRAMING PLAN

SCALE: 1/8" = 1'-0"

N.O.T.E.: ALL DIMENSIONS ARE FROM FACE OF FINISHED WALL UNLESS OTHERWISE NOTED

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REVISIONS: 10 SEPT. '15 GENERAL REVISIONS

PROJECT: RIVER EDGE CONDOMINIUMS
HATTERTOWN ROAD
TOWN OF PEWAUKEE, WISCONSIN

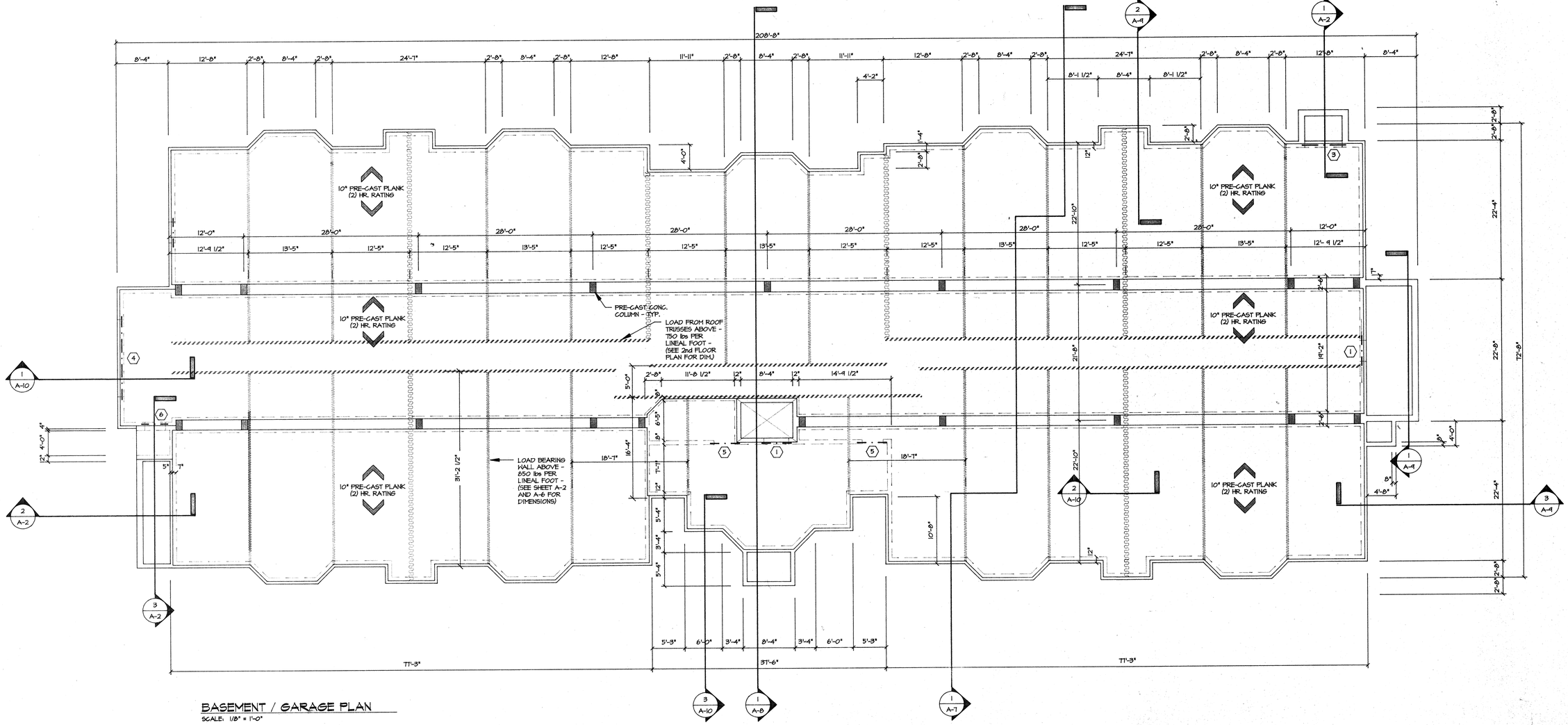
TITLE: SECOND FLOOR FRAMING PLAN

DATE ISSUED 24 JULY '15
DATE DRAWN 24 JUNE '15
DRAWN BY MDL

SHEET S-3

PROJECT NO. 154-15

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BASEMENT / GARAGE PLAN

SCALE: 1/8" = 1'-0"

LINTEL SCHEDULE			
(#)	TYPE	SIZE	BRG.
1	PRE-CAST	(2) 5 5/8" x 7 5/8" W/(4) - #5 BARS	8"
2	STEEL	W8x21 STL. BEAM W/11 1/4" x 5/16" PLATE ON BOTTOM	8"
3	STEEL	W8x28 STL. BEAM W/11 1/4" x 5/16" PLATE ON TOP	8"
4	STEEL	W16x31 STL. BEAM W/11 1/4" x 5/16" PLATE ON BOTTOM OFFSET PLATE FOR BRICK	12"
5	PRE-CAST	(1) T 5/8"x7 5/8" W/ (4) #5 BARS	8"
6	PRE-CAST STEEL	(1) T 5/8"x7 5/8" W/ (4) #5 BARS (1) ∠ 4"x3 1/2"x5/16" L.L.V.	8"

N.O.T.E.: ALL DIMENSIONS ARE FROM FACE OF FINISHED WALL UNLESS OTHERWISE NOTED

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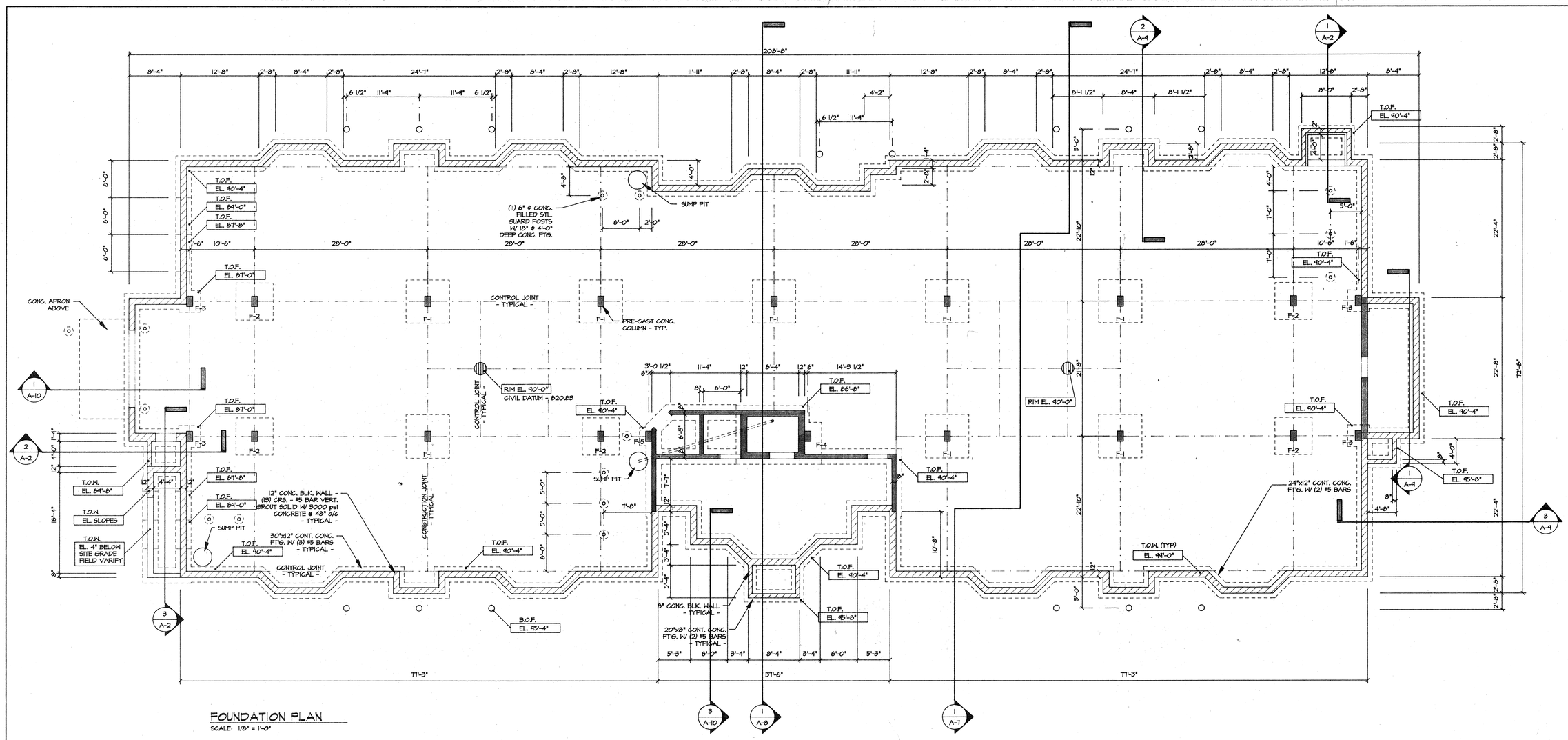
REVISIONS: 10 SEPT. '93 GENERAL REVISIONS

PROJECT: RIVER EDGE CONDOMINIUMS
WATERTOWN ROAD
TOWN OF MENOMONEE, WISCONSIN
TITLE: FIRST FLOOR FRAMING PLAN

DATE ISSUED
06 JULY '93
LAST REVISED
08 SEPT '93
DRAWN BY
MDL

SHEET S-2
PROJECT NO. 154-93

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FOUNDATION PLAN

SCALE: 1/8" = 1'-0"

FOOTING SCHEDULE			
#	SIZE	LOADS	T.O.F. ELEV.
F-1	7'-0"x7'-0"x18" W/ (7) #6 BARS EACH WAY	172 KIPS	88'-4"
F-2	6'-0"x6'-0"x15" W/ (6) #6 BARS WACH WAY	124 KIPS	88'-4"
F-3	3'-6"x3'-6"x12" W/ (4) #5 BARS EACH WAY	40 KIPS	SEE PLAN
F-4	4'-6"x4'-6"x12" W/ (5) #5 BARS EACH WAY	76 KIPS	86'-8"
F-5	3'-0"x3'-0"x12" W/ (3) #5 BARS EACH WAY	28 KIPS	88'-4"
-	30"x12" CONT. W/ (3) #5 BARS - SEE PLAN	-	SEE PLAN
-	20"x8" CONT. W/ (2) #5 BARS - SEE PLAN	-	SEE PLAN

LOAD TABLES :

ROOF :

LIVE LOAD		30 PSF
DEAD LOAD		15 PSF

2nd FLOOR :

LIVE LOAD	(UNITS)	40 PSF
	(CORRIDOR)	80 PSF
DEAD LOAD		25 PSF

1st FLOOR :

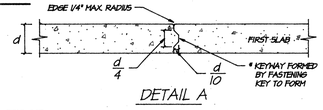
LIVE LOAD	(UNITS)	40 PSF
	(CORRIDOR)	80 PSF
DEAD LOAD		115 PSF

JOINT CROSS-SECTIONS

CONSTRUCTION JOINT - LONGITUDINAL or TRANSVERSE

CREATED LONGITUDINALLY BY THE EDGES OF PAVING LANES OR TRANSVERSELY AT THE END OF A DAY'S WORK.

AVAILABLE KEYS MAY VARY. KEYWAY MAY ALSO BE FORMED WITH HALF-ROUND MATERIAL OF APPROXIMATELY THE SAME DIMENSIONS.

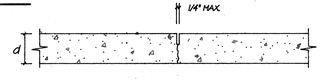


DETAIL A

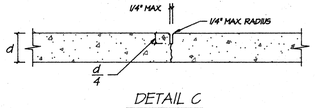
CONTRACTION JOINT - LONGITUDINAL or TRANSVERSE

LONGITUDINAL CONTRACTION JOINT: SAWED, HAND-FORMED, OR PREMOLDED FILLER PLACED IN THE CENTER OF PAVING LANES WIDER THAN 15'.

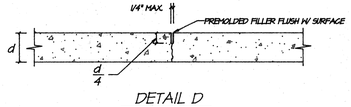
TRANSVERSE CONTRACTION JOINT: SAWED, HAND-FORMED, OR PREMOLDED FILLER PLACED TRANS-VERSELY AT 10'-15' INTERVALS.



DETAIL B
SAWED JOINT



DETAIL C
HAND-FORMED JOINT



DETAIL D
PREMOLDED FILLER JOINT

NOTE - ALL DIMENSIONS ARE FROM FACE OF FINISHED WALL UNLESS OTHERWISE NOTED

REVISIONS: 10 SEPT. '15 GENERAL REVISIONS

TDI ASSOCIATES, INC.
ARCHITECTS, ENGINEERS, PLANNERS
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PROJECT: RIVER EDGE CONDOMINIUMS
HAYERTOWN ROAD
TOWN OF PEWAUKEE, WISCONSIN

TITLE: FOUNDATION PLAN

DATE ISSUED
26 JULY '15
LAST DRAWN
24 JUNE '15
DRAWN BY
MDL

SHEET S-1
PROJECT NO. 154-15

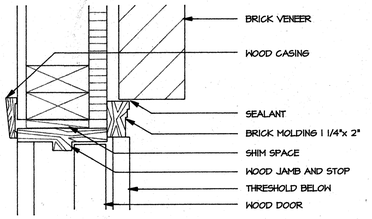
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ROOM FINISH SCHEDULE

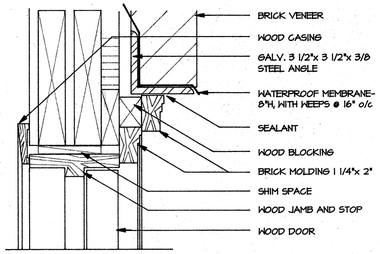
	NO.	ROOM NAME	FLOOR MATERIAL	BASE MATERIAL	WALL MATERIAL	WALL FINISH	CEILING MATERIAL	CEILING FINISH	HEIGHT	REMARKS
BASEMENT	B-100	GARAGE	CONCRETE		CONCRETE BLOCK	PAINT	CONCRETE	PAINT	8'-4"	
	B-101	LOWER LOBBY	CONCRETE		CONCRETE BLOCK	PAINT	CONCRETE	PAINT	8'-4"	
	B-102	ELEVATOR EQUIPMENT ROOM	CONCRETE		CONCRETE BLOCK	PAINT	CONCRETE	PAINT	8'-4"	
	B-103	STAIR #1	CONCRETE		CONCRETE BLOCK	PAINT	CONCRETE	PAINT	8'-4"	
	B-104	EQUIPMENT ROOM	CONCRETE		CONCRETE BLOCK	PAINT	CONCRETE	PAINT	8'-4"	
FIRST FLOOR	100	ENTRY	QUARRY TILE	QUARRY TILE	DRYWALL	PAINT	DRYWALL	PAINT	8'-0"	
	101	UPPER LOBBY	CARPET	VINYL	DRYWALL	PAINT	DRYWALL	PAINT	8'-0" (*)	(*) DROPPED SOFFIT FOR H.V.A.C. DUCTS - SEE 1st FLR. PLAN FOR LOCATION
	102	JANITOR CLOSET	CERAMIC TILE	CERAMIC TILE	M.R. DRYWALL	PAINT	M.R. DRYWALL	PAINT	7'-6"	
	103	HALL #1	CARPET	VINYL	DRYWALL	PAINT	DRYWALL	PAINT	8'-0" (*)	ALLOWANCE FOR WALLPAPER
	104	HALL #2	CARPET	VINYL	DRYWALL	PAINT	DRYWALL	PAINT	8'-0" (*)	ALLOWANCE FOR WALLPAPER
	105	STAIR #1	CARPET	VINYL	DRYWALL	PAINT	DRYWALL	PAINT	9'-0"	
	106	STAIR #2	CARPET	VINYL	DRYWALL	PAINT	DRYWALL	PAINT	9'-0"	
SECOND FLOOR	200	COMMONS	CARPET	VINYL	DRYWALL	PAINT	DRYWALL	PAINT	9'-0" (*)	(*) SOME SLOPED CEILING - SEE 2nd FLOOR PLAN FOR LOCATIONS
	201	HALL #1	CARPET	VINYL	DRYWALL	PAINT	DRYWALL	PAINT	9'-0"	ALLOWANCE FOR WALLPAPER
	202	HALL #2	CARPET	VINYL	DRYWALL	PAINT	DRYWALL	PAINT	9'-0"	ALLOWANCE FOR WALLPAPER
	203	STAIR #1	CARPET	VINYL	DRYWALL	PAINT	DRYWALL	PAINT	9'-0"	
	204	STAIR #2	CARPET	VINYL	DRYWALL	PAINT	DRYWALL	PAINT	9'-0"	
	205	STORAGE	CARPET	VINYL	DRYWALL	PAINT	DRYWALL	PAINT	9'-0"	
UNIT 'A'		ENTRY	SHT. VINYL	VINYL	DRYWALL	PAINT	DRYWALL	PAINT	7'-7"	DROPPED CEILING
		DINING ROOM	CARPET	VINYL	DRYWALL	PAINT	DRYWALL	PAINT	9'-0"	
		KITCHEN	SHT. VINYL	VINYL	DRYWALL	PAINT	DRYWALL	PAINT	9'-0"	
		LIVING ROOM	CARPET	VINYL	DRYWALL	PAINT	DRYWALL	PAINT	9'-0"	
		BEDROOM #1	CARPET	VINYL	DRYWALL	PAINT	DRYWALL	PAINT	9'-0"	
		BATH #1	SHT. VINYL	VINYL	M.R. DRYWALL	PAINT	M.R. DRYWALL	PAINT	9'-0"	
		BEDROOM #2	CARPET	VINYL	DRYWALL	PAINT	DRYWALL	PAINT	9'-0" (*)	(*) DROPPED SOFFIT FOR H.V.A.C. DUCTS - SEE UNIT PLANS FOR LOCATION
		BATH #2	SHT. VINYL	VINYL	M.R. DRYWALL	PAINT	DRYWALL	PAINT	9'-0" (*)	(*) DROPPED SOFFIT FOR H.V.A.C. DUCTS - SEE UNIT PLANS FOR LOCATION
		HALL	CARPET	VINYL	DRYWALL	PAINT	M.R. DRYWALL	PAINT	9'-0"	
UNIT 'B'		ENTRY	SHT. VINYL	VINYL	DRYWALL	PAINT	DRYWALL	PAINT	7'-7"	DROPPED CEILING
		DINING ROOM	CARPET	VINYL	DRYWALL	PAINT	DRYWALL	PAINT	9'-0"	
		KITCHEN	SHT. VINYL	VINYL	DRYWALL	PAINT	DRYWALL	PAINT	9'-0"	
		LIVING ROOM	CARPET	VINYL	DRYWALL	PAINT	DRYWALL	PAINT	9'-0"	
		BEDROOM #1	CARPET	VINYL	DRYWALL	PAINT	DRYWALL	PAINT	9'-0"	
		BATH #1	SHT. VINYL	VINYL	M.R. DRYWALL	PAINT	M.R. DRYWALL	PAINT	9'-0"	
		BEDROOM #2	CARPET	VINYL	DRYWALL	PAINT	DRYWALL	PAINT	9'-0" (*)	(*) DROPPED SOFFIT FOR H.V.A.C. DUCTS - SEE UNIT PLANS FOR LOCATION
		BATH #2	SHT. VINYL	VINYL	M.R. DRYWALL	PAINT	DRYWALL	PAINT	9'-0" (*)	(*) DROPPED SOFFIT FOR H.V.A.C. DUCTS - SEE UNIT PLANS FOR LOCATION
		HALL	CARPET	VINYL	DRYWALL	PAINT	M.R. DRYWALL	PAINT	9'-0"	

DOOR SCHEDULE

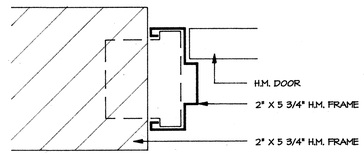
	NO.	DOOR SIZE	TYPE	MAT'L	FINISH	LABEL	FRAME TYPE	FRAME MAT'L	FRAME FINISH	HEAD	JAMB	SILL	HDW	REMARKS
BASEMENT	B-1	12'-0"x7'-0"	A	STEEL	PRE-FIN.			STEEL	PRE-FIN.					LOW LIFT HARDWARE - INSULATED
	B-2	3'-0"x7'-0"	B	H. M.	PAINT		F-1	H. M.	PAINT				HG 12	
	B-3	3'-0"x7'-0"	B	H.M.	PAINT	'B'	F-1	H.M.	PAINT				HG 11	RATED FRAME
	B-4	4'-0"x7'-0"	◄				BY ELEVATOR CONTRACTOR						►	
	B-5	3'-0"x7'-0"	B	H.M.	PAINT	'B'	F-1	H.M.	PAINT				HG 10	
	B-6	3'-6"x7'-0"	B	H.M.	PAINT	'B'	F-1	H.M.	PAINT				HG 11	RATED FRAME
COMMON AREAS	C-1	(2) 3'-0"x6'-8"	C	WOOD	STAIN		F-2	WOOD	STAIN				HG 8	
	C-2	(2) 3'-0"x6'-8"	C	WOOD	STAIN		F-3	WOOD	STAIN				HG 9	
	C-3	3'-0"x6'-8"	D	WOOD	STAIN		F-3	WOOD	STAIN				HG 10	
	C-4	4'-0"x7'-0"	◄				BY ELEVATOR CONTRACTOR						►	
	C-5	3'-0"x6'-8"	D	WOOD	STAIN	'C'	F-3	WOOD	STAIN				HG 11	RATED FRAME
	C-6	3'-0"x6'-8"	C	WOOD	STAIN		F-2	WOOD	STAIN				HG 12	
	C-7	(2) 3'-0"x6'-8"	D	WOOD	STAIN		F-3	WOOD	STAIN				HG 13	
UNIT 'A'	1	3'-0"x6'-8"	D	WOOD	STAIN	20 MIN.	F-3	WOOD	STAIN				HG 1	20 MIN. FRAME
	2	3'-0"x6'-8"	F	WOOD	STAIN		F-3	WOOD	STAIN				HG 2	
	3	3'-0"x6'-8"	F	WOOD	STAIN		F-3	WOOD	STAIN				HG 5	
	4	2'-8"x6'-8"	F	WOOD	STAIN		F-3	WOOD	STAIN				HG 6	
	5	3'-0"x6'-8"	C	WOOD	STAIN		F-2	WOOD	STAIN				HG 7	
	6	(2) 2'-4"x6'-8"	E	WOOD	STAIN		F-3	WOOD	STAIN				HG 3	
	7	3'-0"x6'-8"	F	WOOD	STAIN		F-3	WOOD	STAIN				HG 4	
UNIT 'B'	1	3'-0"x6'-8"	D	WOOD	STAIN	20 MIN.	F-3	WOOD	STAIN				HG 1	20 MIN. FRAME
	2	3'-0"x6'-8"	F	WOOD	STAIN		F-3	WOOD	STAIN				HG 2	
	3	3'-0"x6'-8"	F	WOOD	STAIN		F-3	WOOD	STAIN				HG 5	
	4	2'-8"x6'-8"	F	WOOD	STAIN		F-3	WOOD	STAIN				HG 6	
	5	3'-0"x6'-8"	C	WOOD	STAIN		F-2	WOOD	STAIN				HG 7	
	6	(2) 2'-4"x6'-8"	E	WOOD	STAIN		F-3	WOOD	STAIN				HG 3	
	6	3'-0"x6'-8"	F	WOOD	STAIN		F-3	WOOD	STAIN				HG 4	



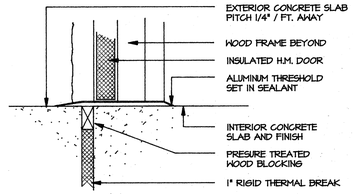
1 / A-11 EXTERIOR DOOR JAMB
SCALE : 3" = 1'-0"



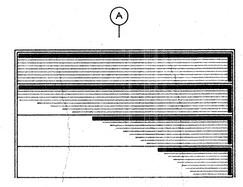
2 / A-11 EXTERIOR DOOR HEAD
SCALE : 3" = 1'-0"

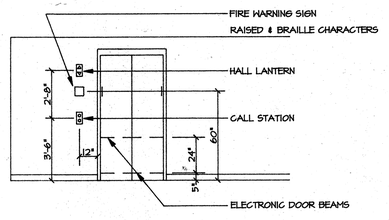


3 / A-11 INTERIOR DOOR JAMB @ CMU
SCALE : 3" = 1'-0"

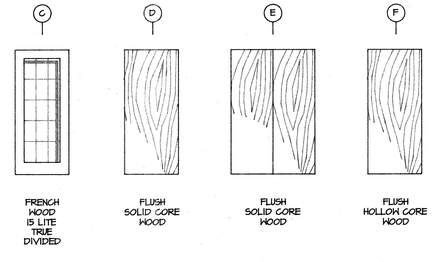


4 / A-11 EXTERIOR DOOR SILL
SCALE : 1 1/2" = 1'-0"

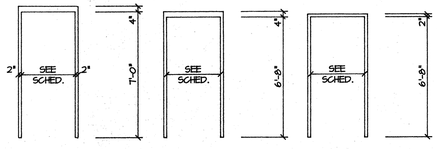




7 / A-11 TYPICAL ELEVATOR ELEVATION
SCALE : 1/4" = 1'-0"



DOOR TYPES
SCALE : 1/4" = 1'-0"



FRAME TYPES
SCALE : 1/4" = 1'-0"

REVISIONS: 10 SEPT. '15 GENERAL REVISIONS

TDI ASSOCIATES, INC.
ARCHITECTS, ENGINEERS, PLANNERS
1285 SUNNYRIDGE ROAD
PEWAUKEE, WI 53072 (414) 691-3400

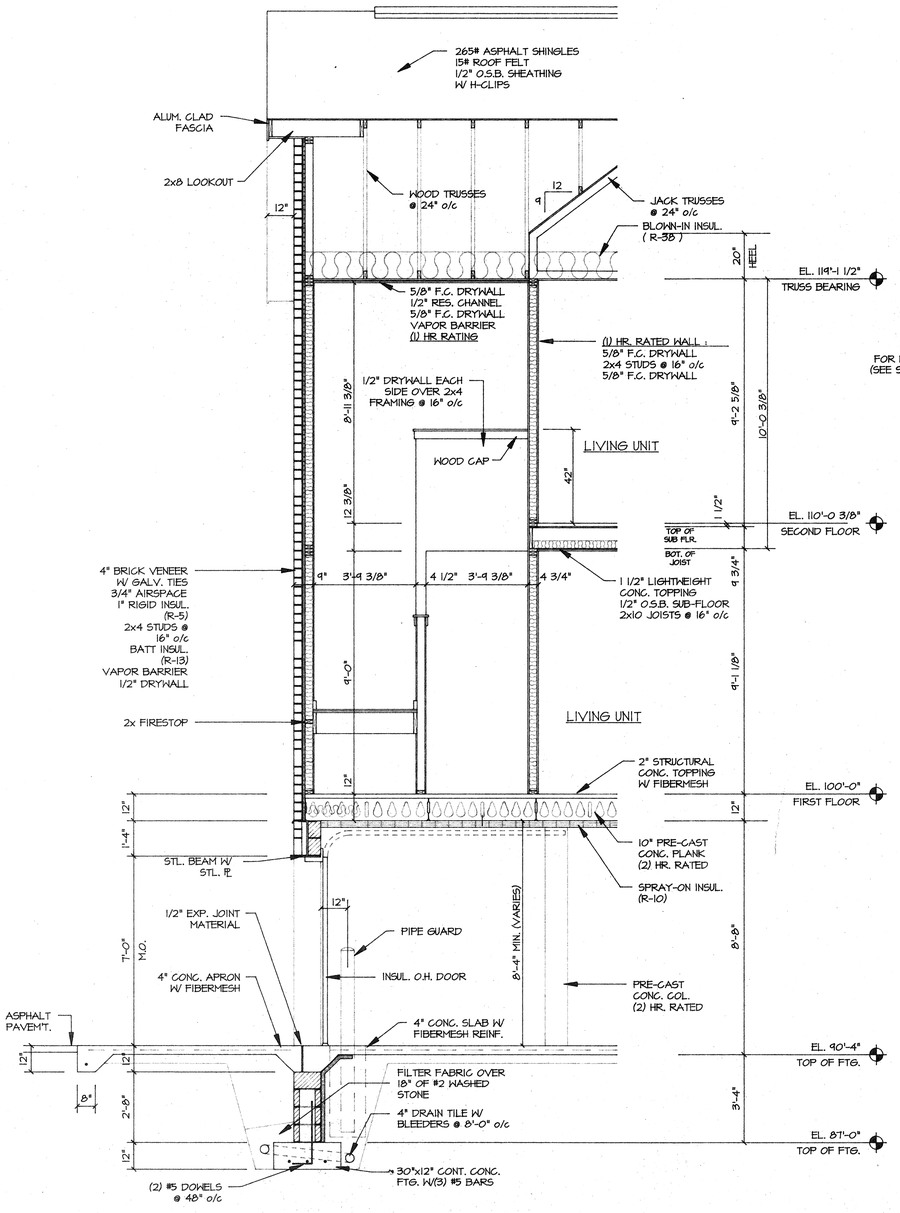
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PROJECT: RIVER EDGE CONDOMINIUMS
WATERTOWN ROAD
TOWN OF PEWAUKEE, WISCONSIN
TITLE: SCHEDULES

DATE ISSUED
OF JULY '15
AND JUNE '15
DRAWN BY
MDL

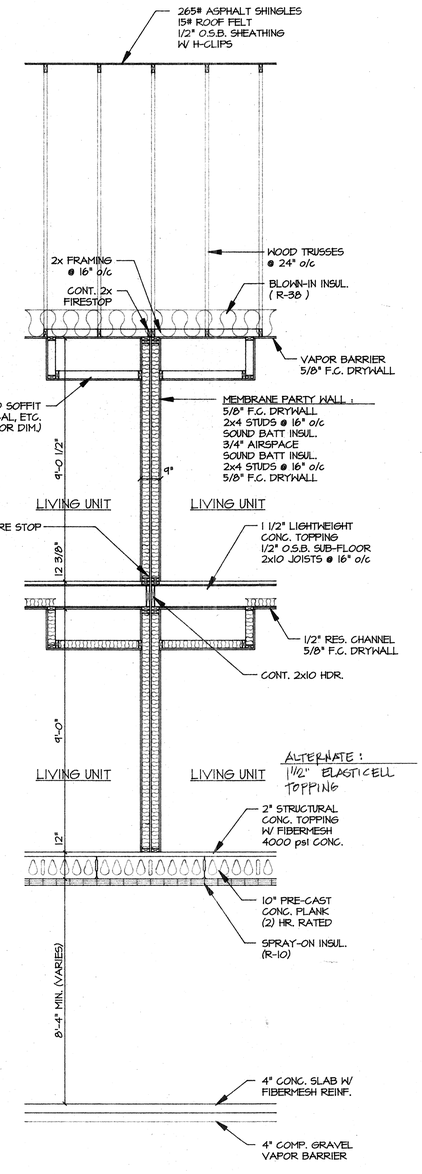
SHEET A-11
PROJECT NO. 1514-15

DESIGNER RESERVES



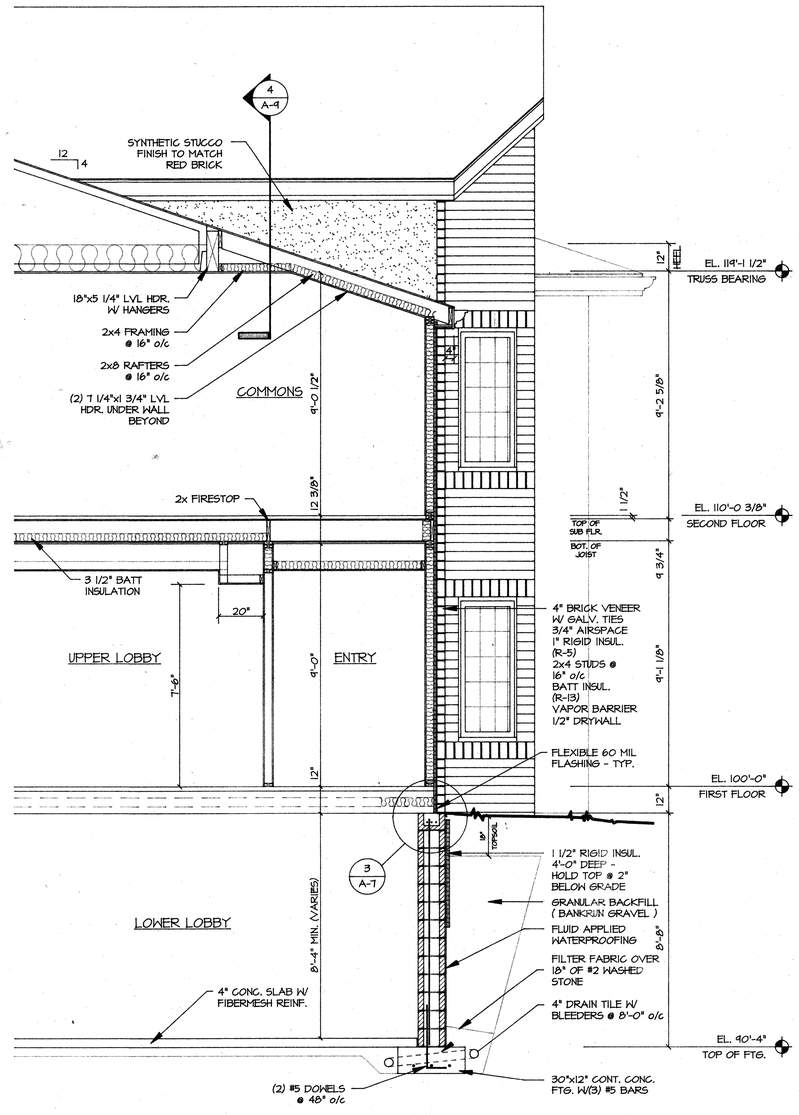
1 A-10 **WALL SECTION**

SCALE : 3/8" = 1'-0"



2 A-10 **WALL SECTION**

SCALE : 3/8" = 1'-0"



3 A-10 **WALL SECTION**

SCALE : 3/8" = 1'-0"

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SHEET A-10

PROJECT NO. 154-93

DATE ISSUED 4 JULY '93

DATE DRAWN 22 JUNE '93

DRAWN BY MDL

PROJECT: RIVER EDGE CONDOMINIUMS

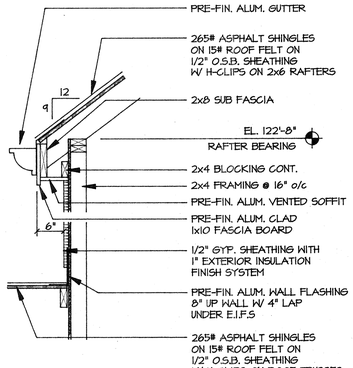
KATERTOWN ROAD
TOWN OF MENAUKEE, WISCONSIN

TITLE: SECTIONS

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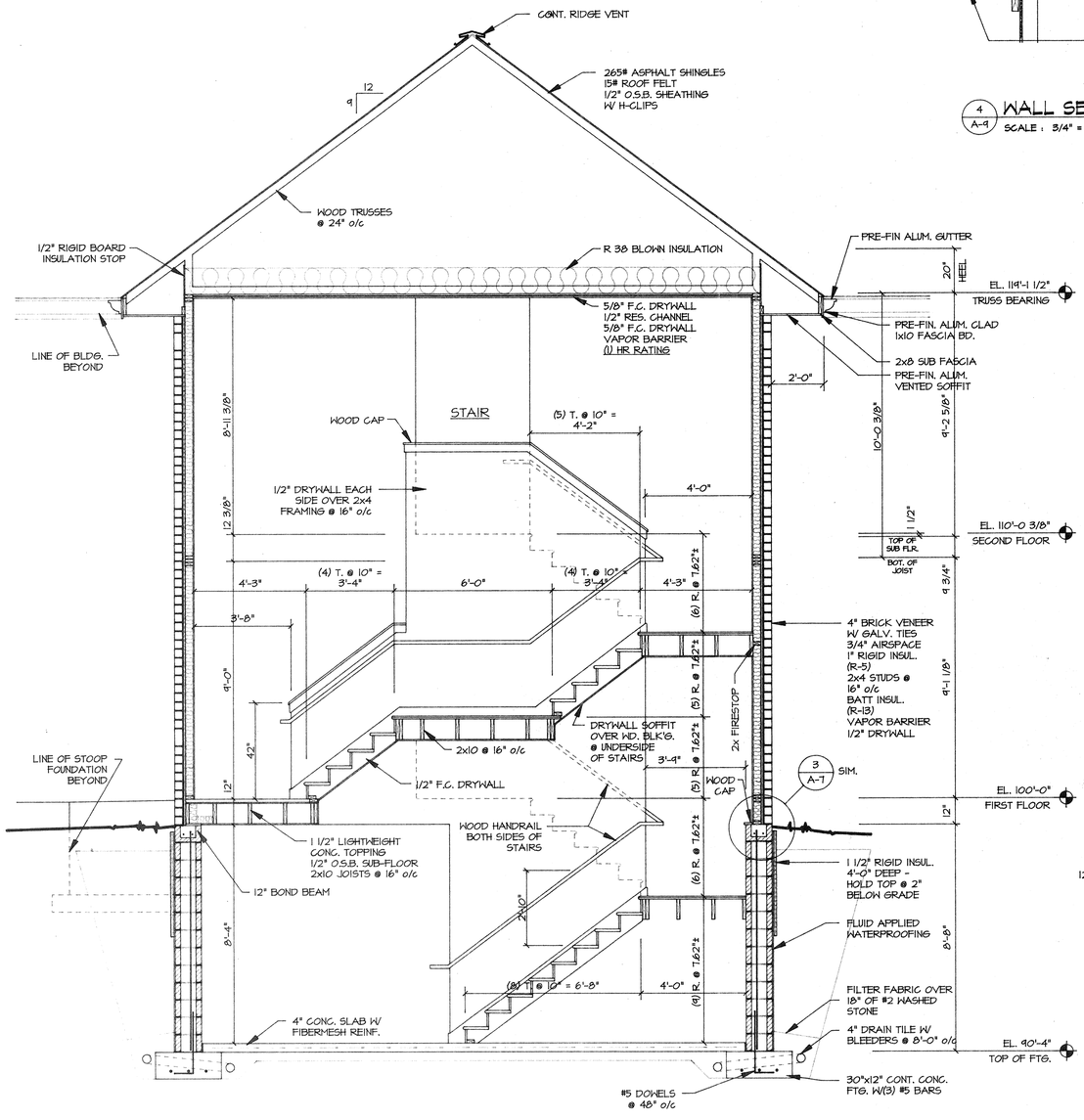
REVISIONS: 10 SEPT. '93 GENERAL REVISIONS

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ARCHITECTS, ENGINEERS, PLANNERS
1285 SUNNYRIDGE ROAD
PEWAUKEE, WI 53072 (414) 691-3400



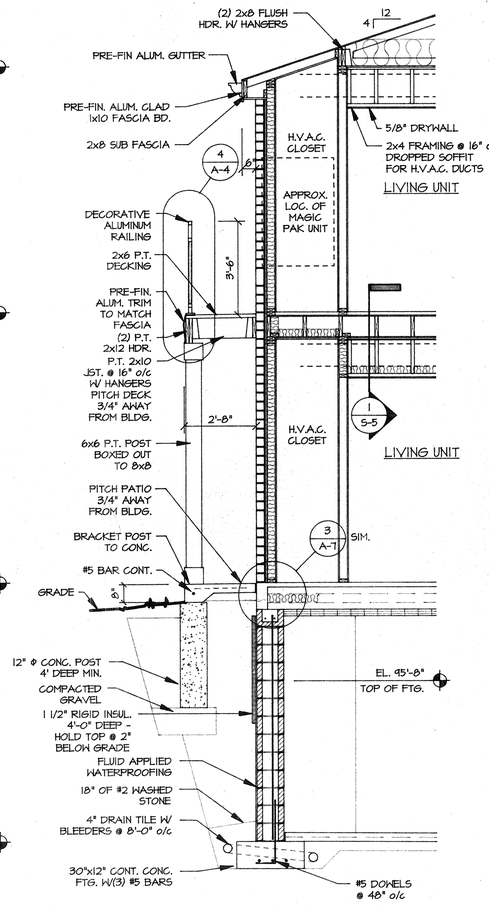
4 / A-9 WALL SECTION

SCALE : 3/4" = 1'-0"



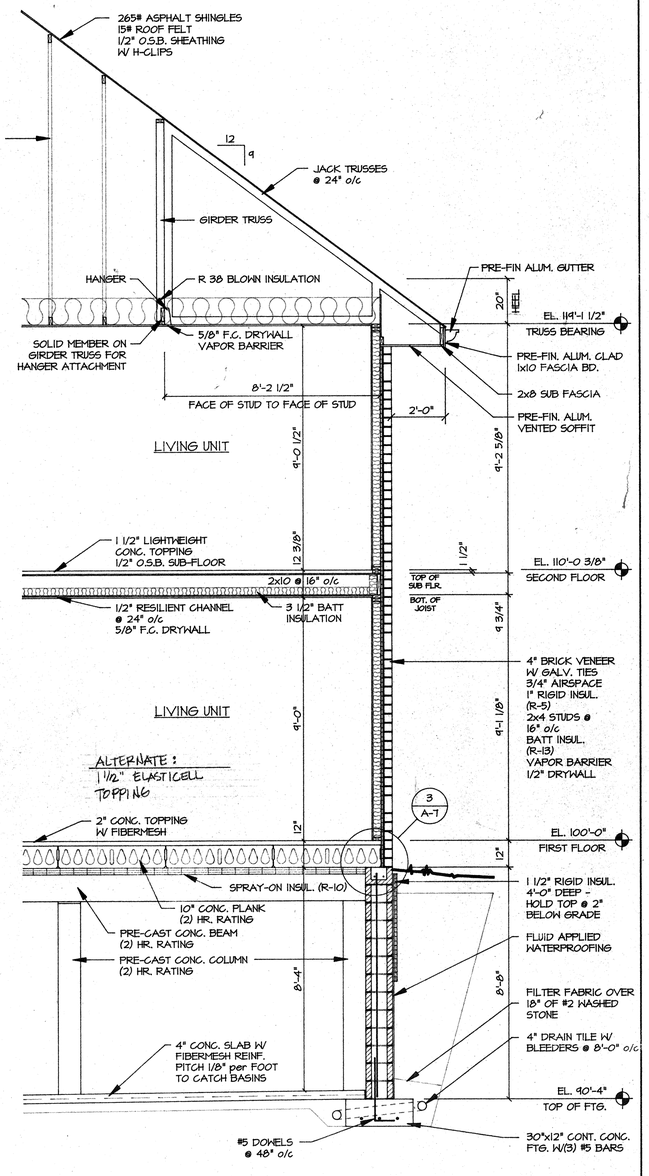
1 / A-9 STAIR SECTION

SCALE : 3/8" = 1'-0"



2 / A-9 WALL SECTION

SCALE : 3/8" = 1'-0"



3 / A-9 WALL SECTION

SCALE : 3/8" = 1'-0"

REVISIONS: 10 SEPT. '93 GENERAL REVISIONS

TDI ASSOCIATES, INC.
ARCHITECTS, ENGINEERS, PLANNERS
1285 SUNNYRIDGE ROAD
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PROJECT: RIVER EDGE CONDOMINIUMS
WATERTOWN ROAD
TOWN OF PEWAUKEE, WISCONSIN

TITLE: SECTIONS

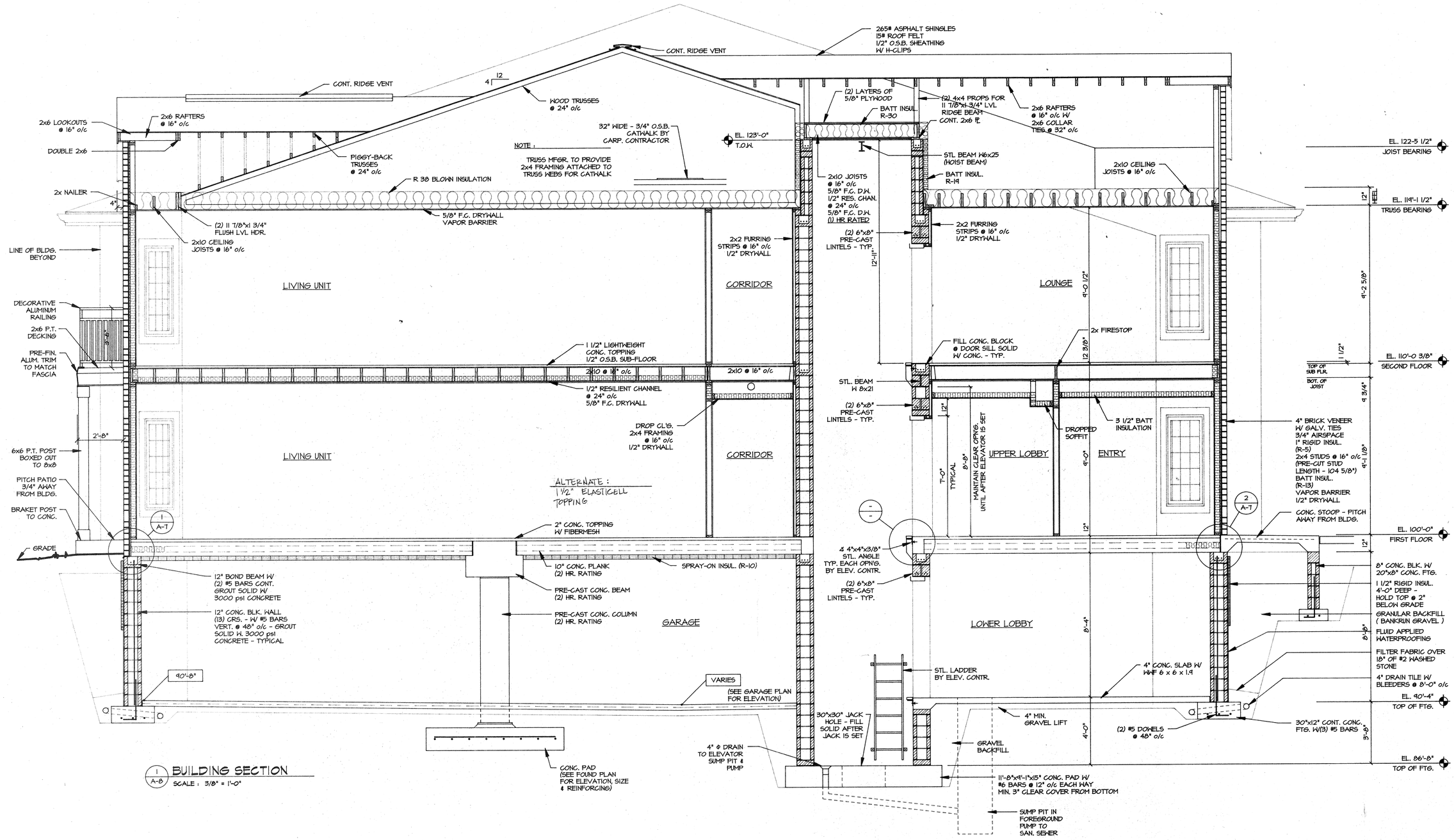
SHEET A-9

DATE ISSUED 06 JULY '93
DATE DRAWN 21 JUNE '93
DRAWN BY MDH

PROJECT NO. 194-93

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REVISIONS: 10 SEPT. '15 GENERAL REVISIONS

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PROJECT: RIVER EDGE CONDOMINIUMS
HARTFORD ROAD
TOWN OF MENOMONEE, WISCONSIN

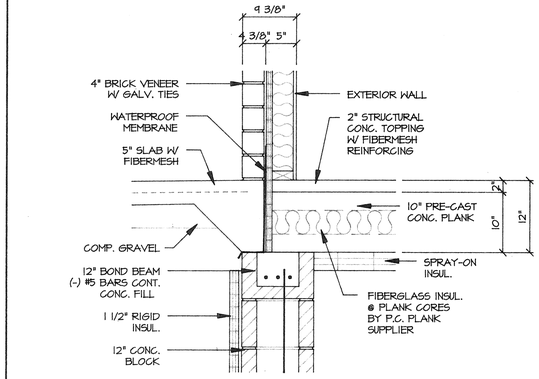
TITLE: BUILDING SECTION

DATE ISSUED 08 JULY '15
DATE DRAWN AS NOTED
DRAWN BY MDL

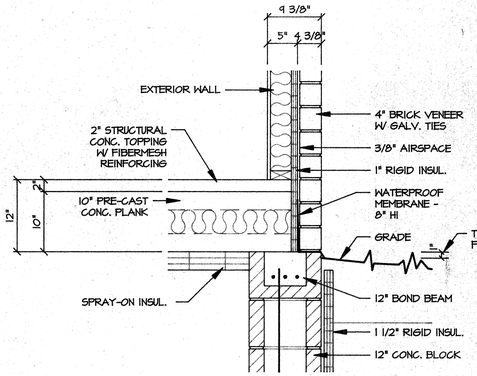
SHEET A-8

PROJECT NO. 154-15

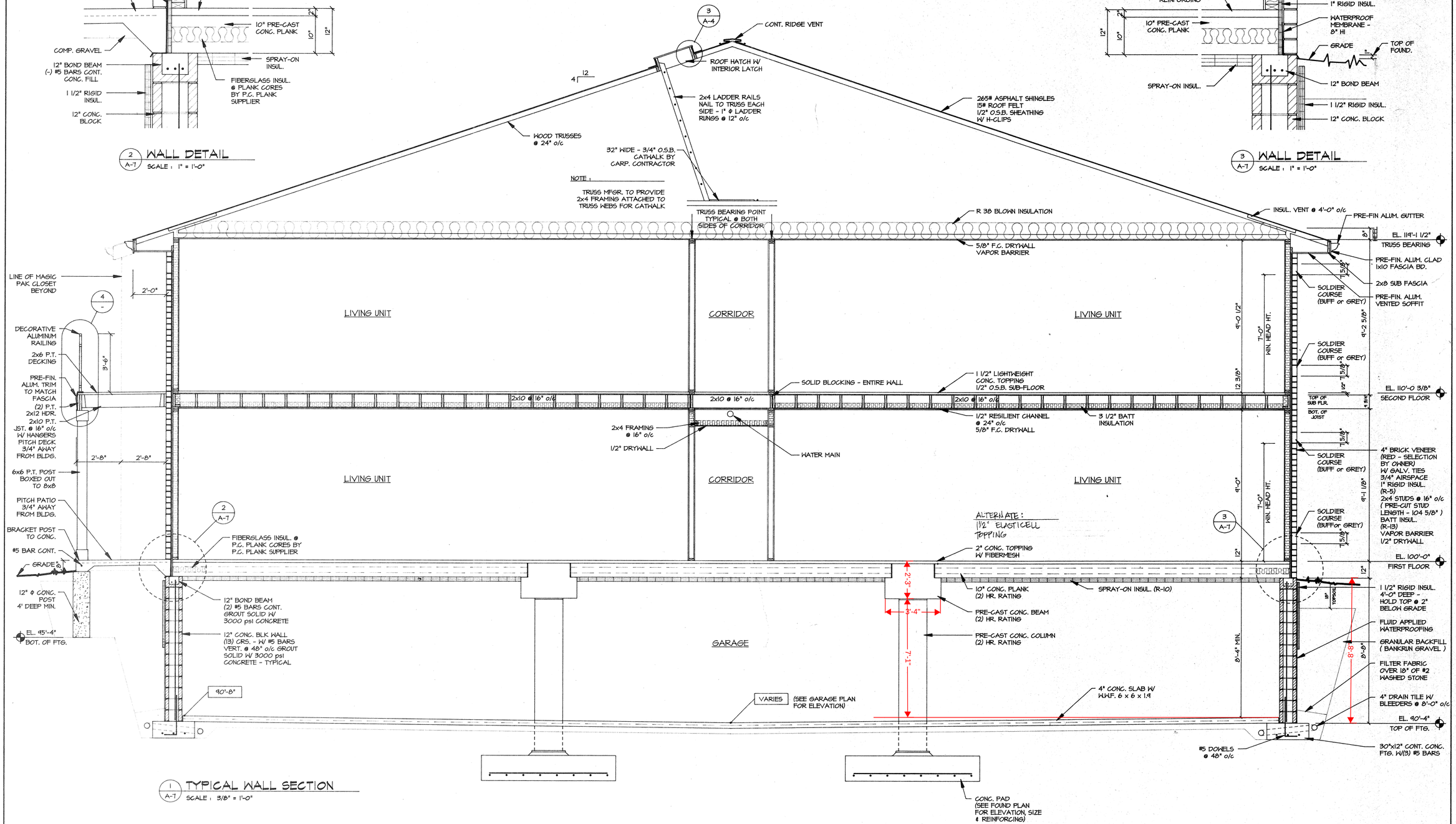
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2 / A-7 WALL DETAIL
SCALE : 1" = 1'-0"



3 / A-7 WALL DETAIL
SCALE : 1" = 1'-0"



1 / A-7 TYPICAL WALL SECTION
SCALE : 3/8" = 1'-0"

NOTE : ALL DIMENSIONS ARE FROM FACE OF FINISHED WALL UNLESS OTHERWISE NOTED.

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PEWAUKEE, WI 53072 (414) 691-3400

REVISIONS: 10 SEPT. '93 GENERAL REVISIONS

PROJECT: RIVER EDGE CONDOMINIUMS
HATHERTOWN ROAD
TOWN OF PEWAUKEE, WISCONSIN

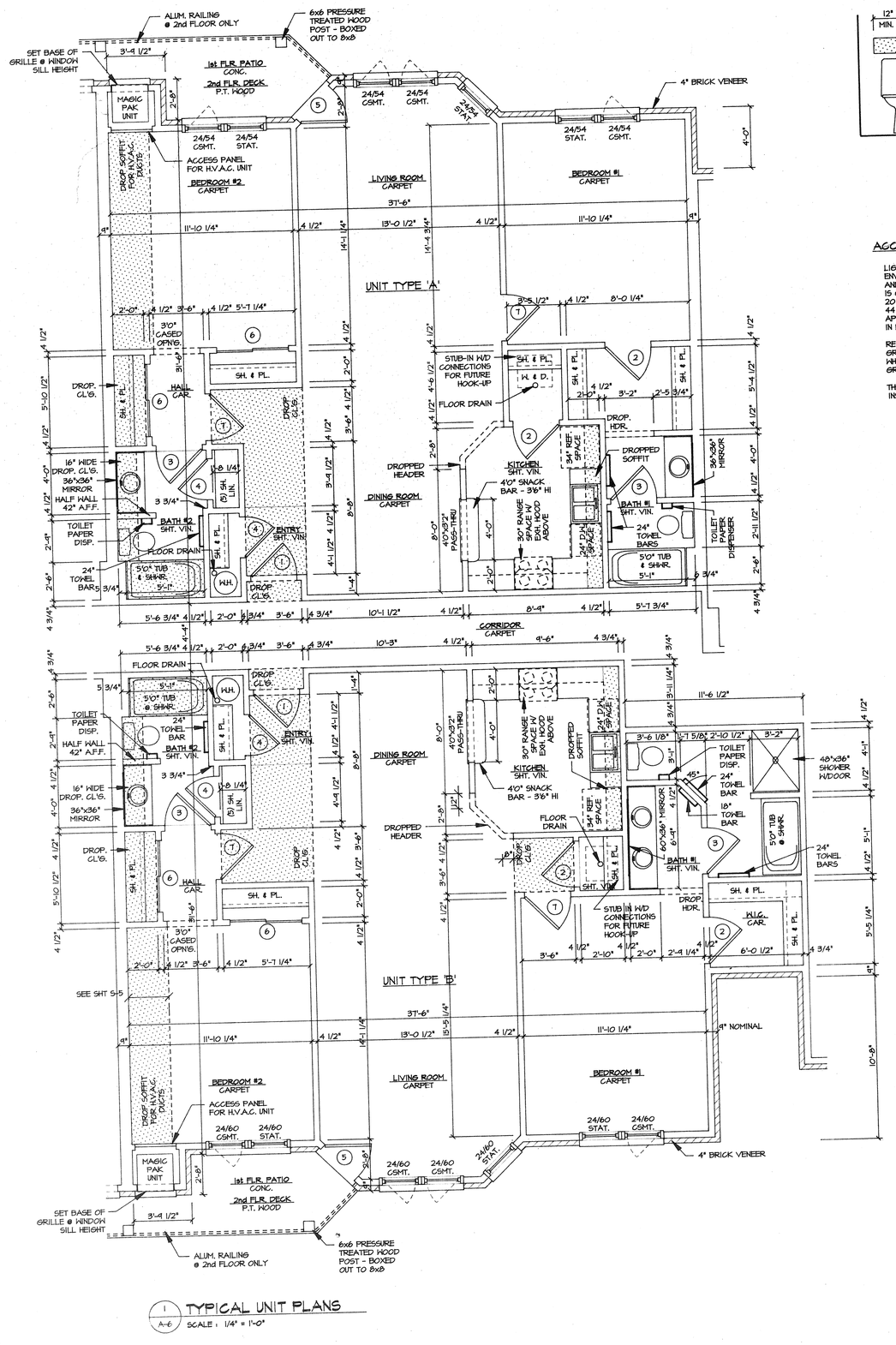
TITLE: BUILDING SECTION

DATE ISSUED 08 JULY '93
DATE DRAWN 16 JUNE '93
DRAWN BY MDL

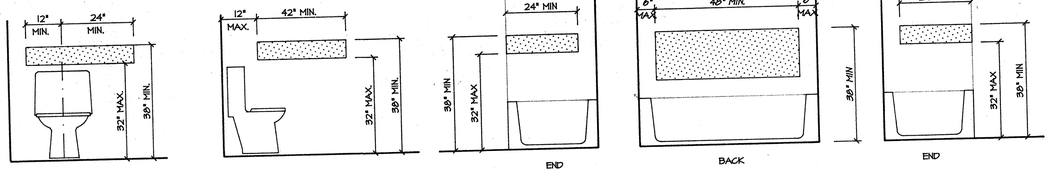
SHEET A-7

PROJECT NO. 1314-93

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1 / A-6 TYPICAL UNIT PLANS
SCALE : 1/4" = 1'-0"



REINFORCED AREAS FOR INSTALLATION OF GRAB BARS @ WATER CLOSETS IN ADAPTABLE BATHROOMS

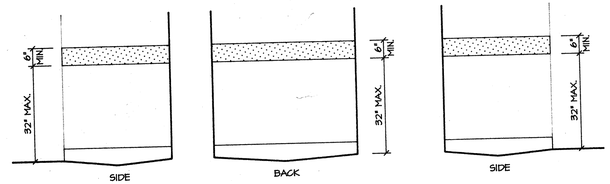
LOCATION OF GRAB BAR REINFORCEMENTS FOR ADAPTABLE BATHTUBS

ACCESSIBLITY GUIDELINES - (1st floor units) :

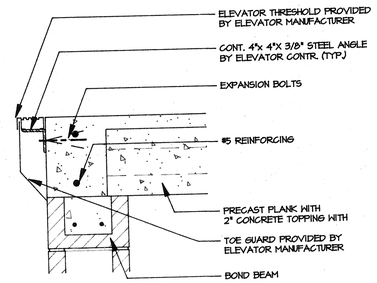
LIGHT SWITCHES, ELECTRICAL OUTLETS, THERMOSTATS AND OTHER ENVIRONMENTAL CONTROLS LOCATED NO HIGHER THAN 48 INCHES, AND NO LOWER THAN 15 INCHES, ABOVE THE FLOOR. IF THE REACH IS OVER AN OBSTRUCTION (FOR EXAMPLE, KITCHEN CABINETS BETWEEN 20 AND 25 INCHES IN DEPTH, THE MAXIMUM HEIGHT IS REDUCED TO 44 INCHES FOR FORWARD APPROACH OR 46 INCHES FOR SIDE APPROACH, PROVIDED THE OBSTRUCTION IS NO MORE THAN 24 INCHES IN DEPTH).

REINFORCED BATHROOM WALLS TO ALLOW LATER INSTALLATION OF GRAB BARS AROUND THE TOILET, TUB, SHOWER & SHOWER SEAT WHEN THESE FACILITIES ARE PROVIDED. REINFORCEMENT FOR GRAB BARS MAY BE PROVIDED BY PLYWOOD OR WOOD BLOCKING.

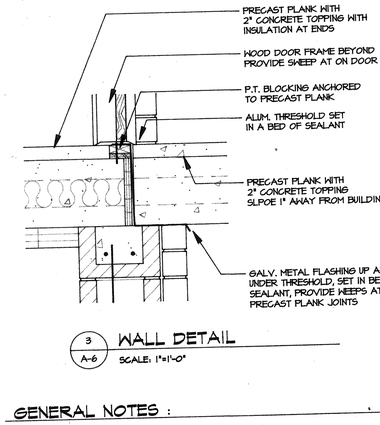
THE AREAS OUTLINED IN DASHED LINES REPRESENT LOCATIONS FOR FUTURE INSTALLATION OF GRAB BARS FOR TYPICAL FIXTURE CONFIGURATIONS.



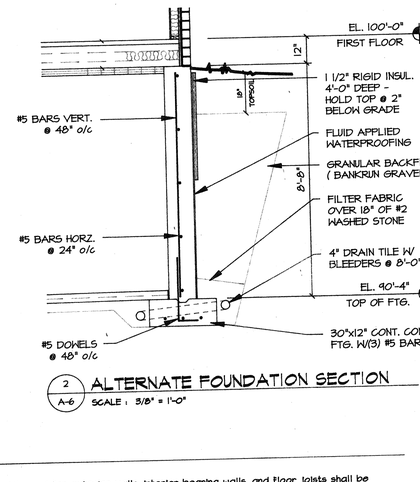
LOCATION OF GRAB BAR REINFORCEMENTS FOR ADAPTABLE SHOWERS



3 / A-6 WALL DETAIL
SCALE: 1"=1'-0"



3 / A-6 WALL DETAIL
SCALE: 1"=1'-0"



2 / A-6 ALTERNATE FOUNDATION SECTION
SCALE : 3/8" = 1'-0"

GENERAL NOTES :

1. All State of Wisconsin, Local and O.S.H.A. Safety Codes shall be a part of these plans, and it shall be the responsibility of the General Contractor to see that all parties that work at or visit the job site comply with same.

2. The design of the roof truss system shall be by the truss supplier. State of Wisconsin approval shall be by truss supplier. State of Wisconsin plan examination fees shall be figured in the truss suppliers bid. All items that are to be supplied by others including location and size of all bridging, and any other items that may be required for a complete roof system shall be noted on the truss suppliers drawings. Erection of the roof truss system shall be by carpentry contractor. State of Wisconsin approved tie downs shall be installed at all bearing walls for the roof truss system. Ties shall be installed at 4'-0" o.c., and supplied by carpentry contractor. Care shall be taken in toe-nailing roof trusses to top 2x4 plates, so that bottom chord of truss does not split thereby makin the connection ineffective. Owner and A/E shall receive copies of State Approved plans. A/E will supervise truss installation.

3. 1/2" oxboard shall be nailed to trusses at a maximum of 8" o.c.. Steel H-clips shall be used on all sides of oxboard.

4. All wood for exterior walls, interior bearing walls, and floor joists shall be #2 Douglas Fir and Larch or better with fb rep. = 1105 (for 2x10's). All wood required to complete the roof shall be the same as above.

5. Design Data:
Live Load Roof 30#/sq.ft. Wind Load 20#/sq.ft.
Live Load Floor 40#/sq.ft. Live Load Stairs 80#/sq.ft.
Concrete 3000 PSI
Reinforced Steel Yield 60,000 PSI. CRSI Specifications.
Assumed Soil Pressure 3000 PSF.
Compaction of any fill required under floor shall be to 95% maximum density as determined by Modified Procotor Test (ASTM 1557). Third party tests shall be required to be furnished to A/E to insure that the compaction is per above.

6. All concrete block shall be State of Wisconsin approved. Brick shall be securely attached to wood framing with 22 gauge corrugated galvanized sheet metal ties - 7/8" wide with at least one anchor in every 2 square feet of wall. Mortar shall be type "M".

N.O.T.E. - ALL DIMENSIONS ARE FROM FACE OF FINISHED HALL UNLESS OTHERWISE NOTED.

REVISIONS: 10 SEPT. '15 GENERAL REVISIONS

TDI ASSOCIATES, INC.
ARCHITECTS, ENGINEERS, PLANNERS
1285 SUNNYRIDGE ROAD
PEWAUKEE, WI 53072 (414) 691-3400

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PROJECT: RIVER EDGE CONDOMINIUMS
WATERTOWN ROAD
TOWN OF PEWAUKEE, WISCONSIN
TITLE: UNIT PLANS

DATE ISSUED 06 JULY '15
DATE DRAWN 08 FEB '15
DRAWN BY MSC

SHEET A-6
PROJECT NO. 15-15

ATTIC PLAN
SCALE: 1/8" = 1'-0"

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PEWAUKEE, WI 53072 (414) 691-3400

REVISIONS: 10 SEPT. '93 GENERAL REVISIONS

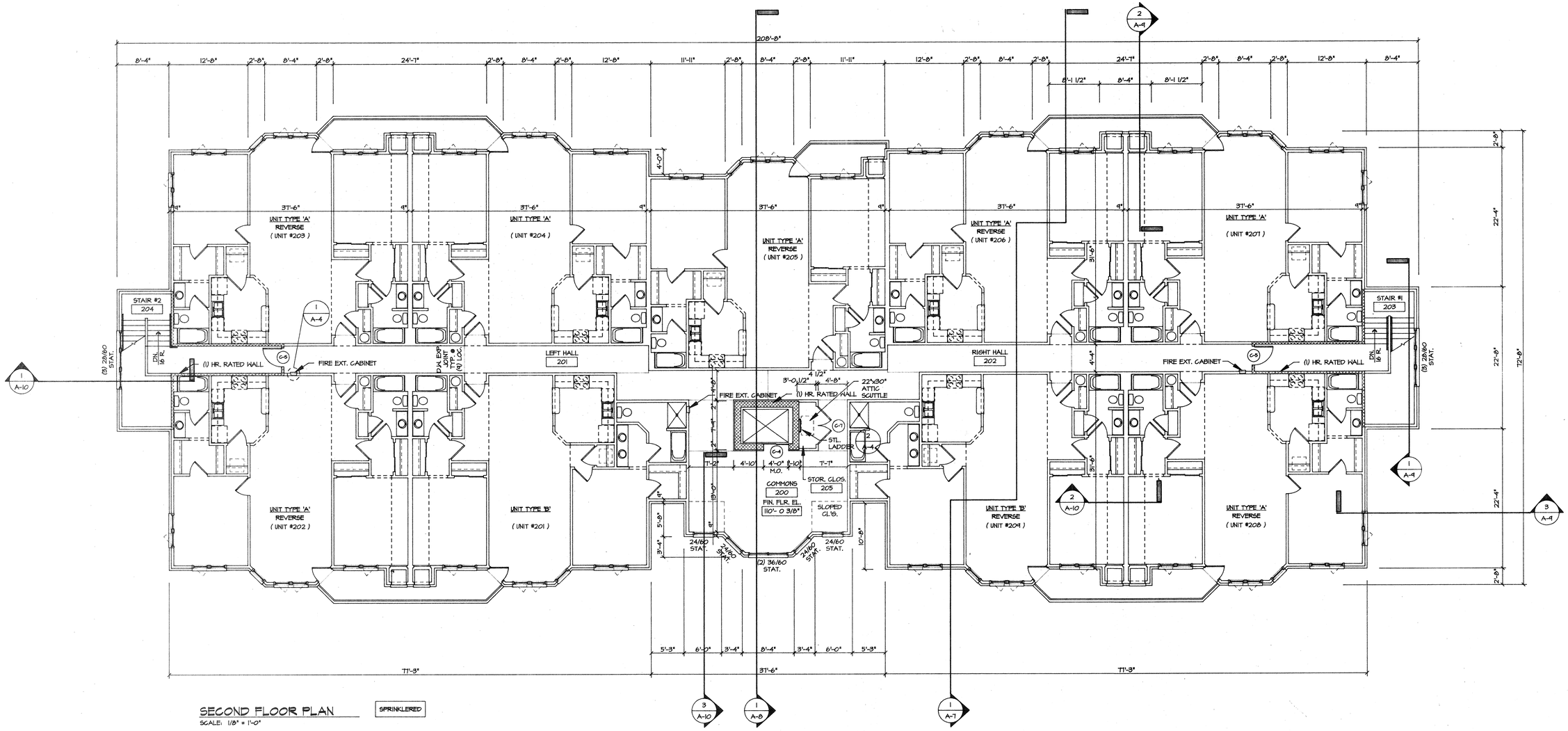
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PROJECT: RIVER EDGE CONDOMINIUMS
HAYERTOWN ROAD
TOWN OF PEWAUKEE, WISCONSIN
TITLE: ATTIC PLAN

DATE ISSUED: 24 JUNE '93
DATE DRAWN: 24 JUNE '93
DRAWN BY: MDL

SHEET: A-5
PROJECT NO.: 1941-93

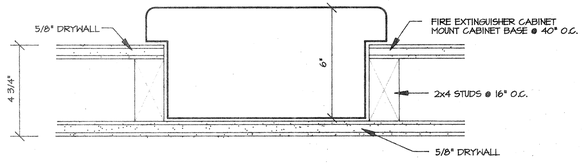
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SECOND FLOOR PLAN

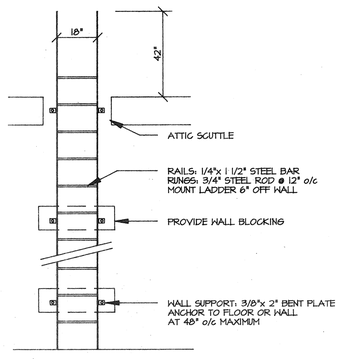
SCALE: 1/8" = 1'-0"

SPRINKLERED



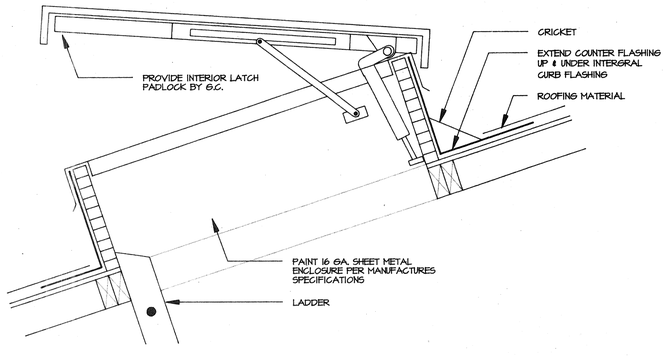
1 / A-4 FIRE EXTINGUISHER CABINET DETAIL

SCALE: 3"=1'-0"



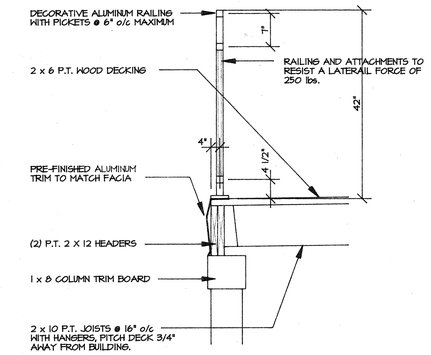
2 / A-4 STEEL LADDER

SCALE: 3/8"=1'-0"



3 / A-4 ROOF HATCH DETAIL

SCALE: 1 1/2"=1'-0"



4 / A-4 DECK RAILING DETAIL

SCALE: 3/4"=1'-0"

N.O.T.E.: ALL DIMENSIONS ARE FROM FACE OF FINISHED WALL UNLESS OTHERWISE NOTED

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ARCHITECTS, ENGINEERS, PLANNERS
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PEWAUKEE, WI 53072 (414) 691-3400

REVISIONS: 10 SEPT. '15 GENERAL REVISIONS

PROJECT: RIVER EDGE CONDOMINIUMS
MATERTOWN ROAD
TOWN OF PEWAUKEE, WISCONSIN

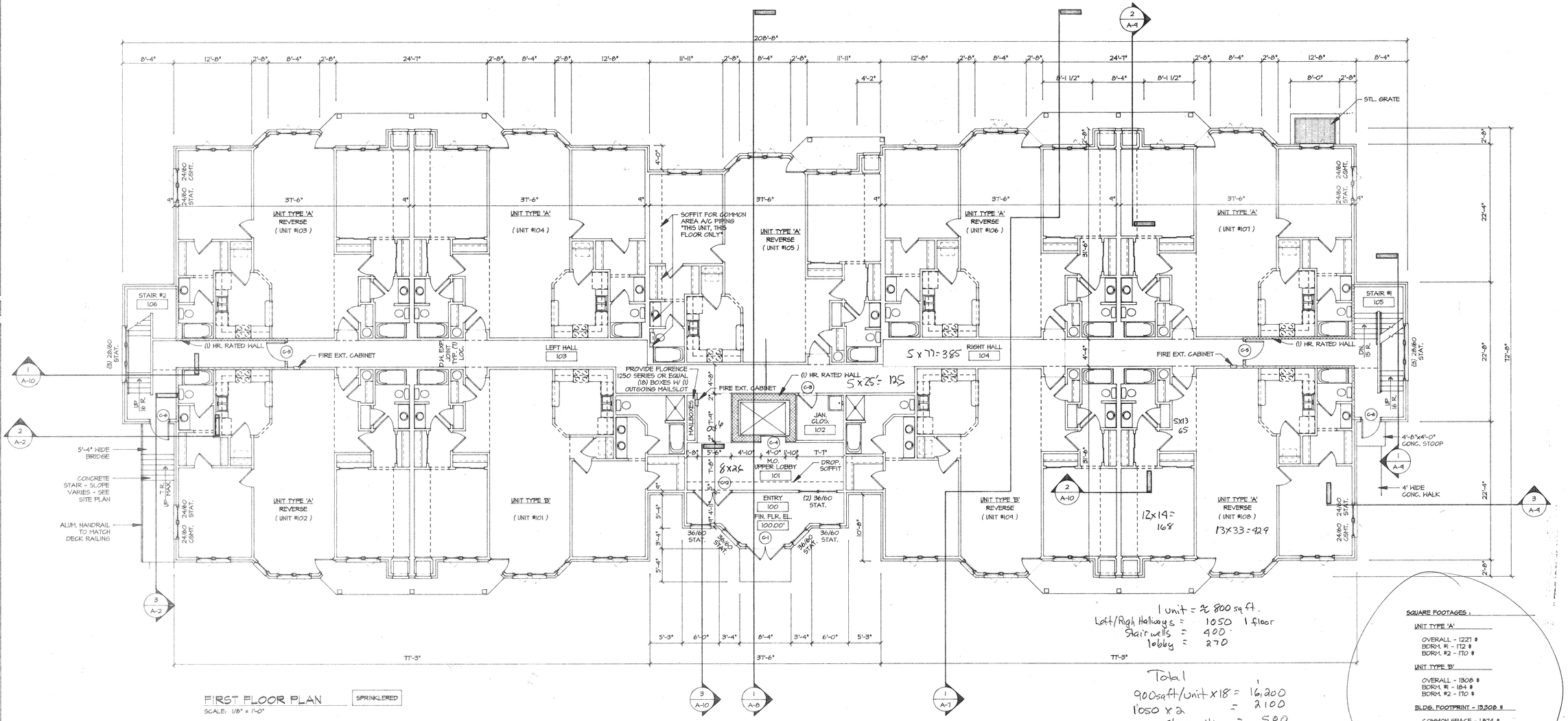
TITLE: OVERALL SECOND FLOOR PLAN

DATE ISSUED
08 JAN '15
DATE REVISED
05 FEB '15
DRAWN BY
MDL

SHEET A-4

PROJECT NO. 1514-15

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FIRST FLOOR PLAN — SPRINKLERED

SCALE: 1/8" = 1'-0"

1 unit = ± 800 sq ft.

Left/Right Hallways = 1050 1 floor
Stairwells = 400
lobby = 270

Total
900 sqft/unit x 18 = 16,200
1050 x 2 = 2100
stairwells = 500
270 x 2 = 550
19,350

20000 x 4.50 = 90K

SQUARE FOOTAGES :

UNIT TYPE 'A'

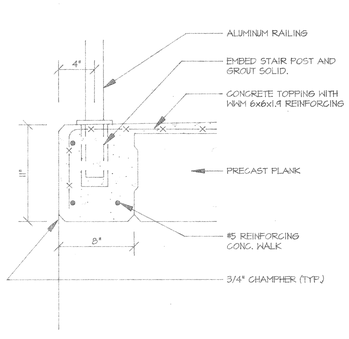
OVERALL - 1227 #
BDRM. #1 - 172 #
BDRM. #2 - 170 #

UNIT TYPE 'B'

OVERALL - 1308 #
BDRM. #1 - 184 #
BDRM. #2 - 170 #

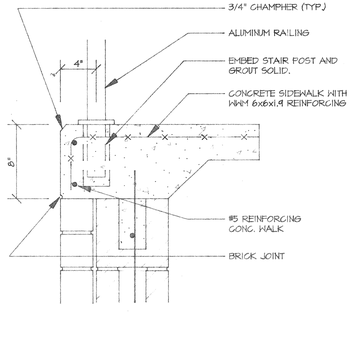
BLDG. FOOTPRINT - 13308 #

COMMON SPACE - 1874 #



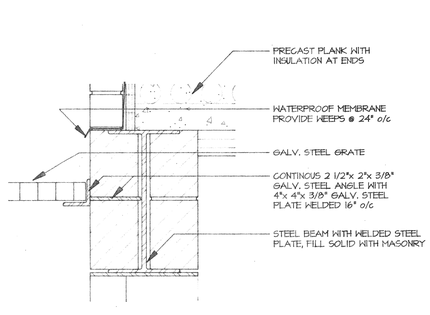
1 A-3 RAILING DETAIL

SCALE: 1 1/2"=1'-0"



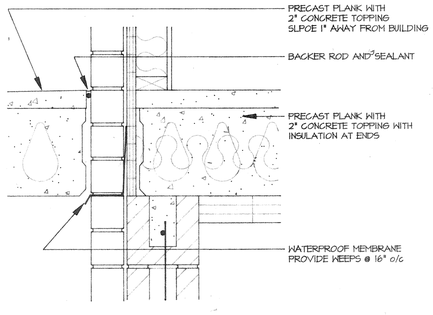
2 A-3 RAILING DETAIL

SCALE: 1 1/2"=1'-0"



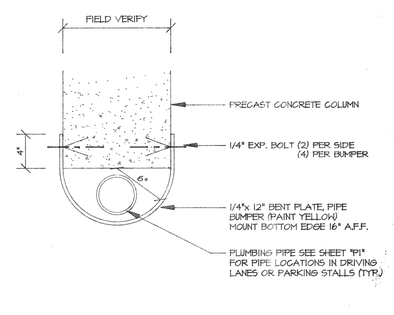
3 A-3 GRATE DETAIL

SCALE: 1 1/2"=1'-0"



4 A-3 WALL DETAIL

SCALE: 1 1/2"=1'-0"



5 A-3 PIPE BUMPER (ALTERNATE)

SCALE: 1 1/2"=1'-0"

NOTE : ALL DIMENSIONS ARE FROM FACE OF FINISHED WALL UNLESS OTHERWISE NOTED

TDI ASSOCIATES, INC.
ARCHITECTS, ENGINEERS, PLANNERS
1285 SUNNYRIDGE ROAD
PEWAUKEE, WI 53072 (414) 691-3400

REVISIONS: 10 SEPT. '03 GENERAL REVISIONS

DATE ISSUED: 04 JULY '03
DATE DRAWN: 05 FEB '03
DRAWN BY: MDL

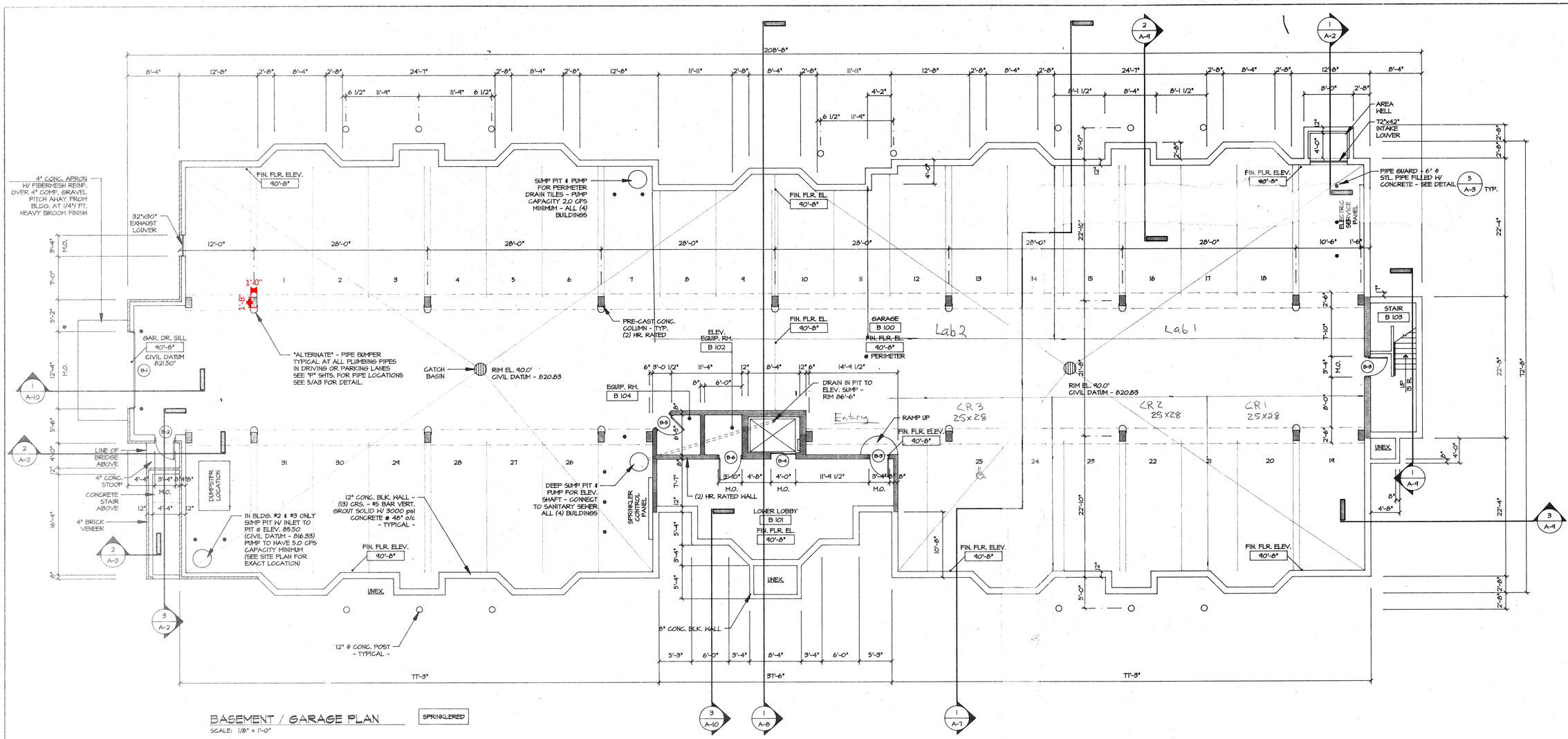
SHEET: A-3

PROJECT NO. 99-43

PROJECT: RIVER EDGE CONDOMINIUMS
WATERTOWN ROAD
TOWN OF PEWAUKEE, WISCONSIN

TITLE: OVERALL FIRST FLOOR PLAN

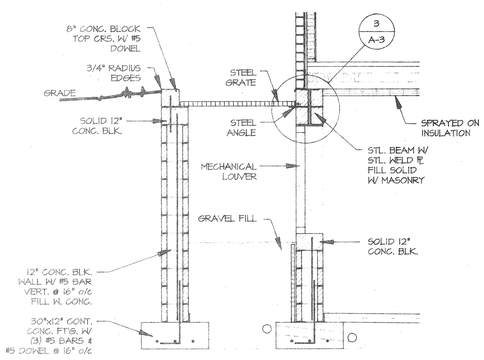
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BASEMENT / GARAGE PLAN

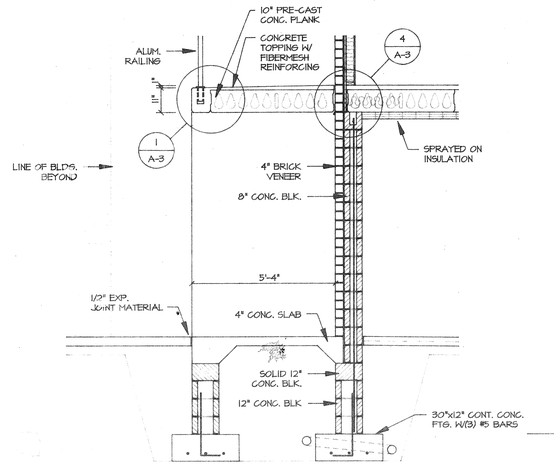
SPRINKLERED

SCALE: 1/8" = 1'-0"



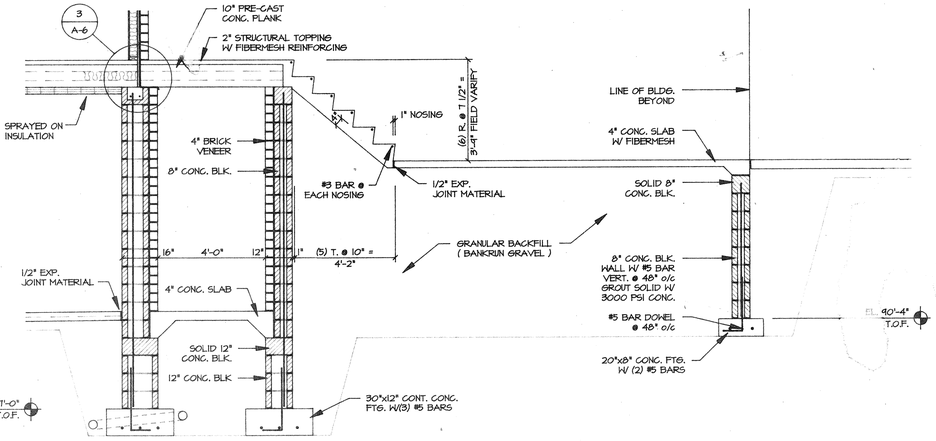
1/A-2 WALL DETAIL

SCALE: 3/8" = 1'-0"



2/A-2 WALL DETAIL

SCALE: 3/8" = 1'-0"



3/A-2 WALL DETAIL

SCALE: 3/8" = 1'-0"

N.O.T.E.: ALL DIMENSIONS ARE FROM FACE OF FINISHED WALL UNLESS OTHERWISE NOTED

TDI ASSOCIATES, INC.
ARCHITECTS, ENGINEERS, PLANNERS
1285 SUNNYRIDGE ROAD
P.EWAUKEE, WI 53072 (414) 691-3400

REVISIONS: 10 SEPT. '13 GENERAL REVISIONS

PROJECT: RIVER EDGE CONDOMINIUMS
WATERTOWN ROAD
TOWN OF PEWAUKEE, WISCONSIN

TITLE: BASEMENT / GARAGE PLAN

DATE ISSUED 08 JULY '13
DATE DRAWN 08 FEB '13
DRAWN BY MDL

SHEET A-2
PROJECT NO. 194-13

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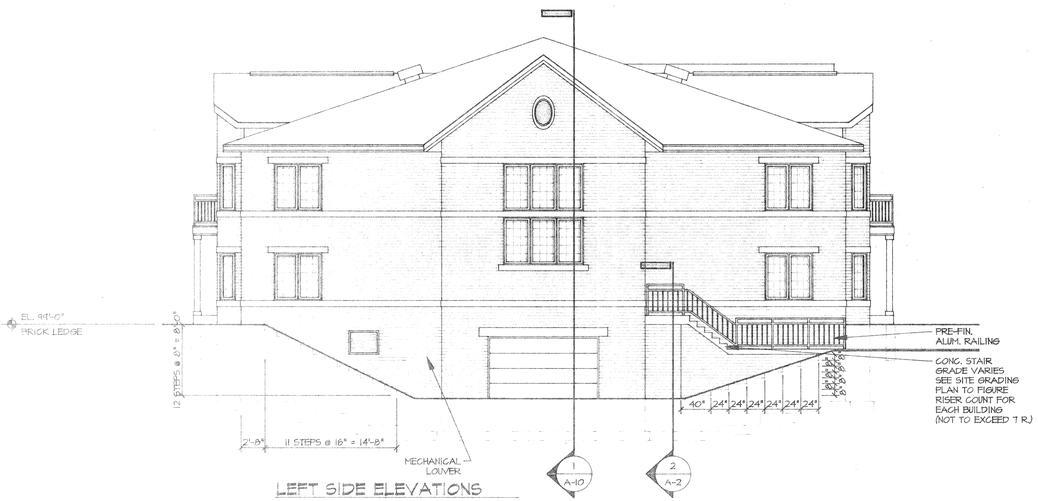


FRONT ELEVATION

SCALE : 1/8" = 1'-0"

REAR ELEVATION

SCALE : 1/8" = 1'-0"



LEFT SIDE ELEVATIONS

SCALE : 1/8" = 1'-0"



RIGHT SIDE ELEVATIONS

SCALE : 1/8" = 1'-0"

REVISIONS: 10 SEPT. '13 GENERAL REVISIONS

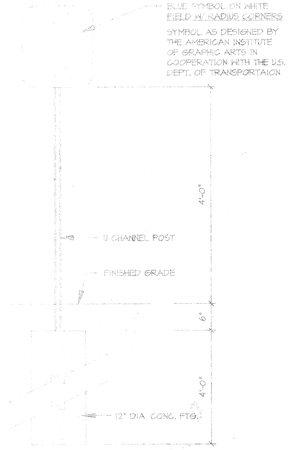
TDI ASSOCIATES, INC.
ARCHITECTS, ENGINEERS, PLANNERS
1285 SUNNYRIDGE ROAD
PEWAUKEE, WI 53072 (414) 691-3400

PROJECT: RIVER EDGE CONDOMINIUMS
KATERTOWN ROAD
TOWN OF MENOMONEE, WISCONSIN
TITLE: EXTERIOR ELEVATIONS

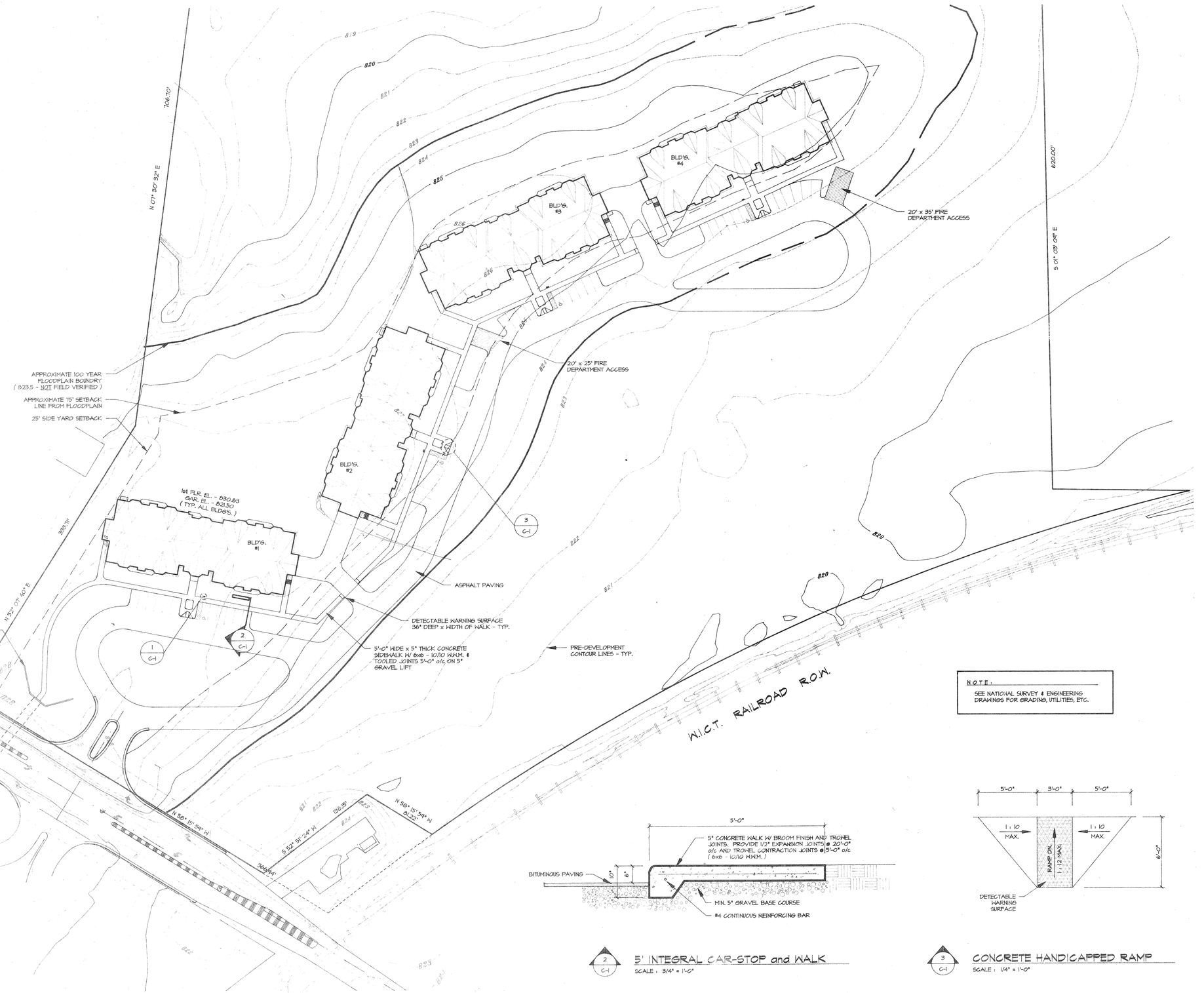
DATE ISSUED
OR LAST REVS
DATE DRAWN
05 FEB '13
DRAWN BY
MDL

SHEET A-1
PROJECT NO. 1341-13

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HANDICAP PARKING SIGN
SCALE : 3/4" = 1'-0"



NOTE :
SEE NATIONAL SURVEY & ENGINEERING DRAWINGS FOR GRADING, UTILITIES, ETC.

2 C-1 5' INTEGRAL CAR-STOP and WALK
SCALE : 3/4" = 1'-0"

3 C-1 CONCRETE HANDICAPPED RAMP
SCALE : 1/4" = 1'-0"

SITE DEVELOPMENT PLAN
1" = 50'
0 50' 100' 150'

TDI ASSOCIATES, INC.
ARCHITECTS, ENGINEERS, PLANNERS
1285 SUNNYRIDGE ROAD
PEWAUKEE, WI 53072 (414) 691-3400

REVISIONS: 10 SEPT. '93 GENERAL REVISIONS

Bob Williams, owner TDI
Direct #: (262) 437-0420

PROJECT: RIVER EDGE CONDOMINIUMS
WATERTOWN ROAD
TOWN OF PEWAUKEE, WISCONSIN

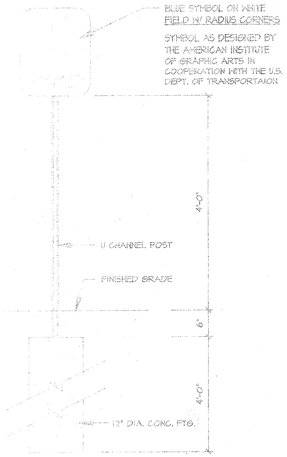
TITLE: SITE DEVELOPMENT PLAN

DATE ISSUED: 26 JULY '93
DATE DRAWN: 29 APR '93
DRAWN BY: MDL

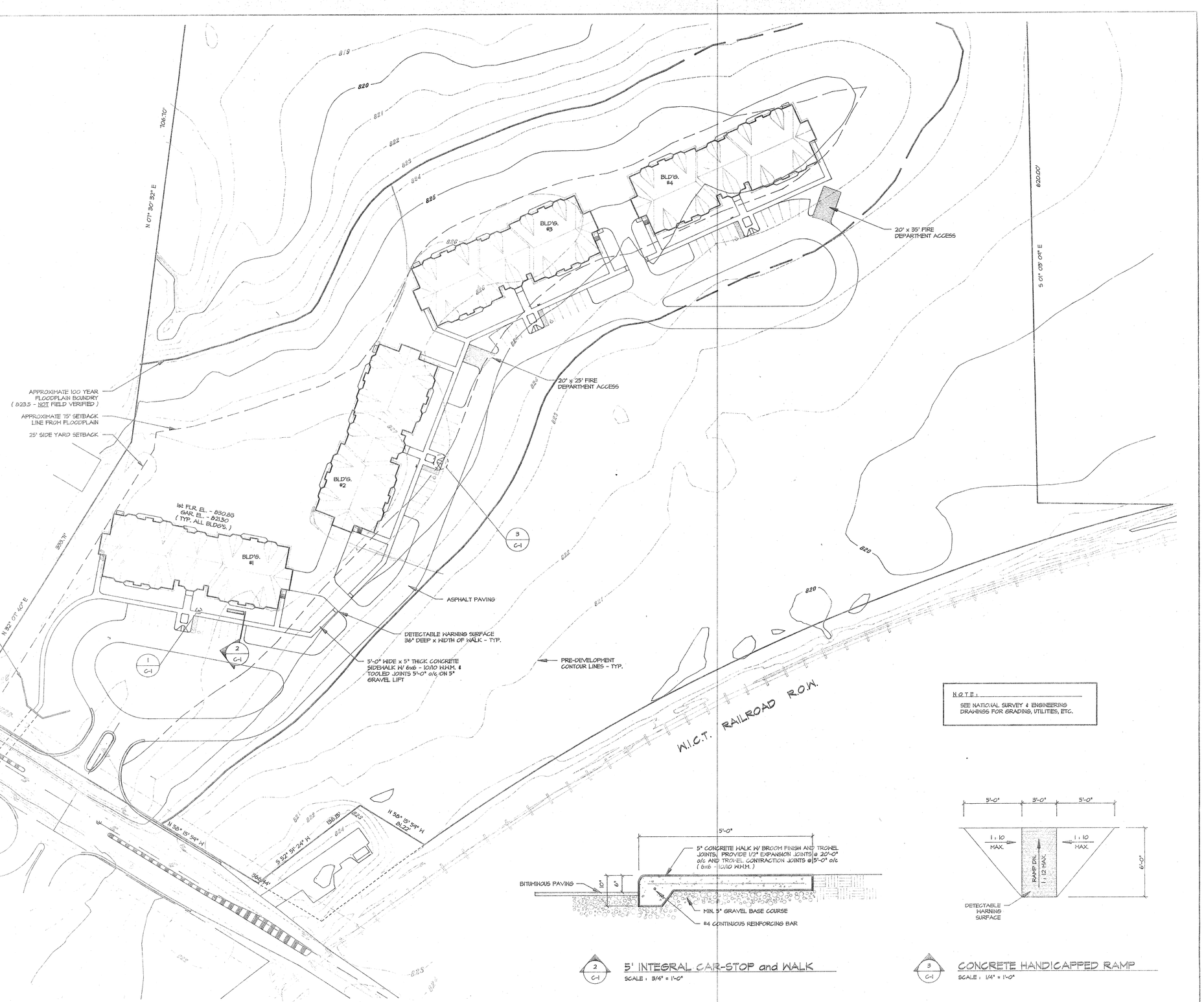
SHEET C-1

PROJECT NO. 9345

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ALL RIGHTS RESERVED ALL COPYRIGHTS TO THESE TDI



HANDICAP PARKING SIGN
SCALE : 3/4" = 1'-0"



SITE DEVELOPMENT PLAN
SCALE : 1" = 50'-0"
0 50' 100' 150'

NOTE:
SEE NATIONAL SURVEY & ENGINEERING DRAWINGS FOR GRADING, UTILITIES, ETC.

2 C-1 5' INTEGRAL CAR-STOP and WALK
SCALE : 3/4" = 1'-0"

3 C-1 CONCRETE HANDICAPPED RAMP
SCALE : 1/4" = 1'-0"

TDI ASSOCIATES, INC.
ARCHITECTS, ENGINEERS, PLANNERS
1265 SUNNYRIDGE ROAD
PEWAUKEE, WI 53072 (414) 691-3400

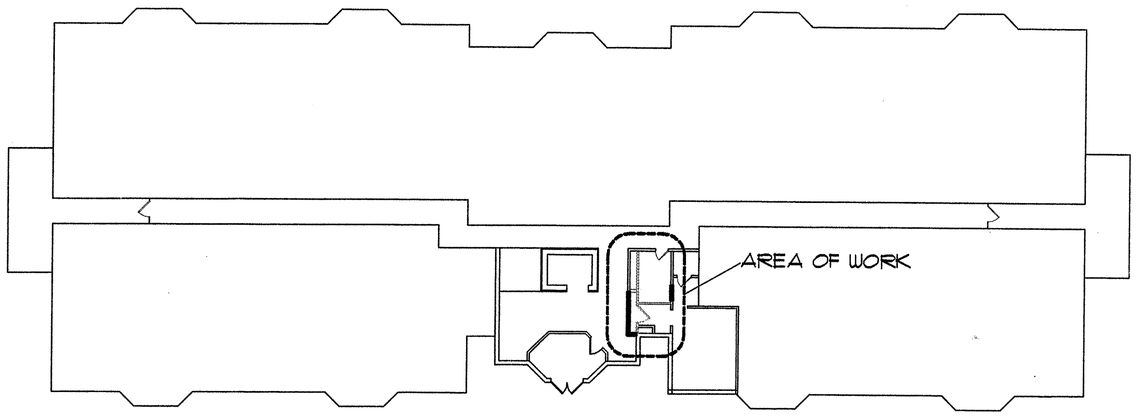
REVISIONS: 10 SEPT. '98 GENERAL REVISIONS

Bob Williams, owner TDI
Direct #: (262) 437-0430

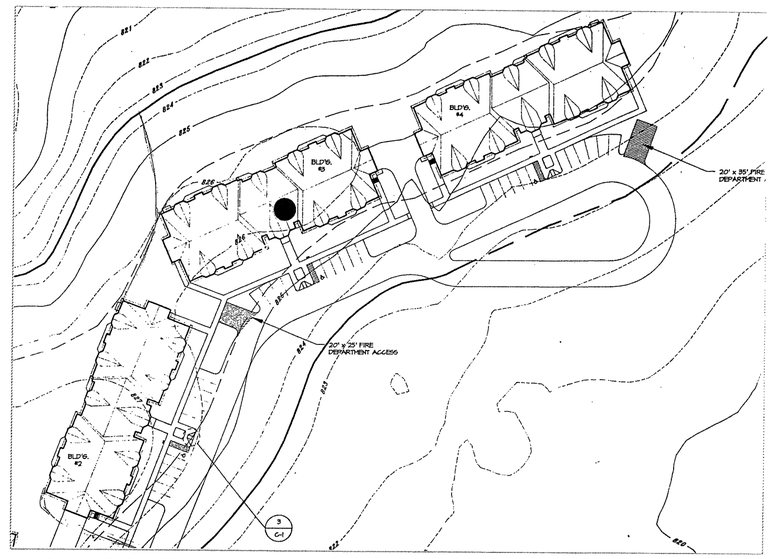
PROJECT: RIVER EDGE CONDOMINIUMS
WATERTOWN ROAD
TOWN OF PEWAUKEE, WISCONSIN
TITLE: SITE DEVELOPMENT PLAN

DATE ISSUED: 06 JULY '98
DRAWN BY: CHK APR '98
JOB NO.:
SHEET NO.: C-1

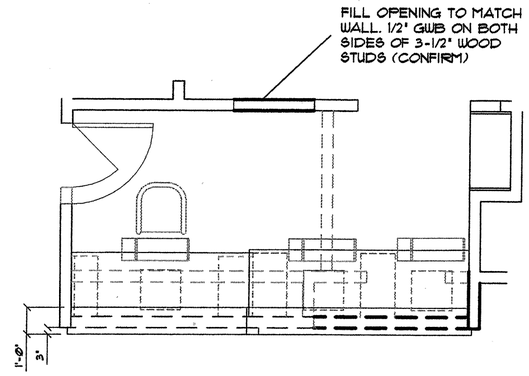
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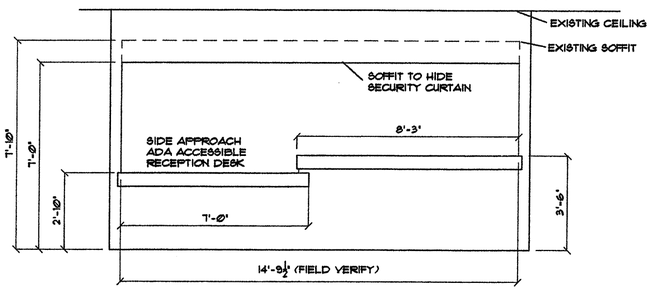
1 AREA OF WORK
SCALE: 1" = 20'-0"



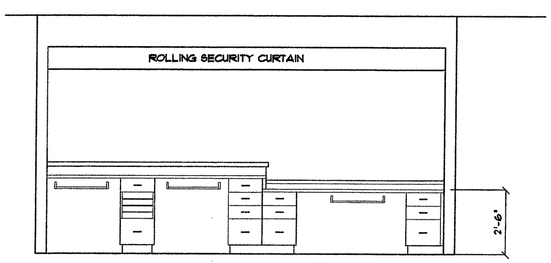
7 LOCATION OF WORK
SCALE: N.T.S.



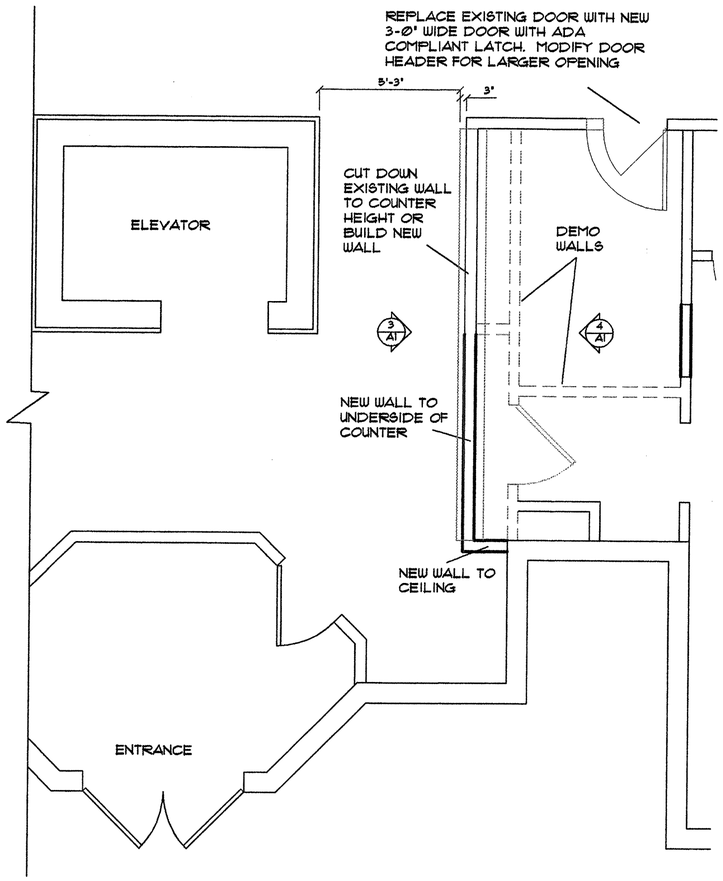
2 FLOOR / FURNITURE PLAN
SCALE: 1/4" = 1'-0"



3 FLOOR PLAN
SCALE: 1/4" = 1'-0"



4 FLOOR PLAN
SCALE: 1/4" = 1'-0"



6 FLOOR PLAN
SCALE: 1/4" = 1'-0"

GENERAL NOTES

CONTRACTOR IS TO CONFIRM AND CORRELATE DIMENSIONS ON SITE. NOTIFY ARCHITECT OF ANY CONFLICTS OR DISCREPANCIES.

ELECTRICAL, HVAC, PLUMBING, AND FIRE-PROTECTION DESIGN ARE NOT PART OF THESE PLANS.

FIRE-PROTECTION SYSTEM TO BE MODIFIED IN ACCORDANCE WITH CURRENT IBC AND IFC CODES.

BUILDING INFORMATION

OCCUPANCY - R-1 RESIDENTIAL
TYPE OF WORK - ALTERATION
AREA OF WORK - 120 SQ FT
CONSTRUCTION TYPE - TYPE V
FIRE PROTECTION - FULL SPRINLER SYSTEM

Revisions

JOHN SCHROEDER ARCHITECTS
225 E. St. Paul Avenue
Suite 303
Milwaukee, Wisconsin 53202
414-271-9161

RECEPTION DESK REMODELING
50 Building GE HEALTH CARE INSTITUTE
RIVER EDGE CONDOMINIUMS
WATERTOWN ROAD
ABCO Contr. TOWN OF PEWAUKEE, WISCONSIN

Description
Floor Plans and Elevations

Project	03-129
Date	5/14/03
Drawn by	JTS
Approved	

Sheet
A1

A COVENANT
REGARDING THE ISSUANCE OF A
CONDITIONAL USE PERMIT
BY THE
CITY OF PEWAUKEE

TAX KEY NUMBER(S) OR PARCEL(S) INVOLVED:

CONDITIONAL USE PERMIT: NO. CUP-21-1-1

PWC 0957986

Recording area

Name & Return Address

City of Pewaukee
W240N3065 Pewaukee Rd
Pewaukee, WI 53072

LEGAL DESCRIPTION:

PT NE1/4 & SE1/4 SEC 24 T7N R19E; COM E1/4 COR SEC 24; N89°15'01"W ALG S LI OF SAID NE1/4 795.95 FT TO NWLY R.O.W. LI OF R.R. THE BGN; 888.55 FT ALG R.O.W. LI, ARC CURVE TO LEFT, RADIUS 2324.83 FT, CHORD BEARS S65°44'50"W 883.15 FT; N58°15'59"W 81.22 FT; S52°51'24"W 138.15 FT TO NWLY R.O.W. LI OF WATERTOWN RD; N58°15'59"W ALG R.O.W. LI 643.37 FT TO MEANDER LI ALG RIVER; ALG MEANDER LI N27°41'58"E 154.96 FT; N33°12'09"E 215.57 FT; N15°55'45"E 299.50 FT; N01°03'51"W 151.09 FT; N07°26'51"W 148.52 FT; N07°38'09"W 140.66 FT; N44°25'14"E 121.32 FT; S76°31'48"E 39.04 FT; S12°40'40"E 185.52 FT; S47°03'52"E 149.79 FT; S59°56'11"E 131.91 FT; N76°47'52"E 175.42 FT; N46°47'13"E 247.02 FT; N71°47'38"E 249.58 FT; S58°33'45"E 766.34 FT; S23°44'53"E 296.55 FT; N62°02'33"E 216.32 FT; N25°22'00"W 125.44 FT; S86°25'37"W 95.73 FT; N01°16'27"E 134.26 FT; S88°10'11"E 251.31 FT TO WLY R.O.W. LI OF SPRINGDALE RD; S01°25'18"E ALG WLY R.O.W. LI 561.87 FT TO NWLY R.O.W. LI OF R.R.; S84°19'37"W ALG R.O.W. LI 455.67 FT; 309.59 FT, ALG R.O.W. LI & ARC CURVE TO LEFT, RADIUS 2324.83 FT, CHORD BEARS S80°30'43"W 309.36 FT TO BGN :: ALSO INCLUDING LANDS LYING BETWEEN SAID MEANDER LI & ORDINARY HIGH WATER MARK OF FOX RIVER :: EX DOC #3613235 :: DOC #4378168

PERSON(S), AGENT(S) OR CORPORATION(S) PETITIONING FOR PERMIT:

Rivers Edge Apartments

WHEREAS, It is understood by all parties to this covenant that Section 62.23 of WIS. Statutes prescribes the legal basis for the granting of a conditional use permit by a City and Chapter 17 of the City Codes and Ordinances provides for the issuance of such permits as well as the standards by which all such uses will be measured; and,

WHEREAS, The City Plan Commission has held a meeting on January 21, 2021; has reviewed the various elements of the petitioners proposal; and has recommended that a Conditional Use Permit be granted to the above named petitioner for the property/parcel identified above; and,

WHEREAS, The City Common Council, held a public hearing meeting held on February 1, 2021.

NOW, THEREFORE, let it be known that the City Common Council by its action on February 1, 2021 has, hereby, granted a Conditional Use Permit for the following use(s):

Multi-family market rate apartment use.

FURTHER, such approved use of the above designated parcel(s) are hereby allowed based on the following conditions being continually met:

1. _____

The parties hereto, namely the City of Pewaukee and the Equitable Owner of the property for which this conditional use has been sought, set their signatures or the signatures of their representatives below, thereby agreeing to the provisions and conditions set forth in this covenant.

_____
Attest:

_____
Signature of equitable owner

_____
Date

_____
Kelly Tarczewski
City Clerk

_____
Steve Bierce
Mayor, City of Pewaukee

_____
Date

State of Wisconsin
County of Waukesha

Signed or attested before me on _____, 2021 by Steve Bierce, Mayor and Kelly Tarczewski, Clerk.

_____
(Seal)

Ami Hurd
My Commission expires _____

This instrument was drafted by Ami Hurd, Deputy Clerk

A COVENANT
REGARDING THE ISSUANCE OF A
CONDITIONAL USE PERMIT
BY THE
CITY OF PEWAUKEE

TAX KEY NUMBER(S) OR PARCEL(S) INVOLVED: **PWC 0957986**

CONDITIONAL USE PERMIT: NO. CUP-21-1-3

Recording area

Name & Return Address

City of Pewaukee
W240N3065 Pewaukee Rd
Pewaukee, WI 53072

LEGAL DESCRIPTION:

PT SE1/4 & SW1/4 SEC 24 T7N R19E; COM NW COR OF SE1/4 SEC 24; S89?15'01""E ALG N LI OF SE 1/4 OF SEC 24, 85.362 FT TO SLY R/W LI OF HWY; S53?10'54""E ALG SAID SLY R/W LI 191.815 FT TO CNTR OF FOX RIVER THE BGN; IN A SWLY DIRECTION ALG CNTR OF FOX RIVER THE FOLLOWING COURSES; S58?03'17""W 413.219 FT; S25?39'01""W 371.240 FT; S42?49'01""W 131.620 FT; S60?44'01""W 248.130 FT; S31?31'01""W 194.820 FT; S04?47'59""E 628.880 FT TO NLY R/W OF R/R; N52?32'01""E ALG NLY R/W LI 1932.838 FT TO A POINT ON SLY R/W LI OF HWY; N58?15'59""W ALG SLY R/W LI 574.08 FT; N62?55'47""W ALG SLY R/W LI 209.10 FT TO BGN

PERSON(S), AGENT(S) OR CORPORATION(S) PETITIONING FOR PERMIT:

DBTM ASSOCIATES

WHEREAS, on February 15, 1993 the Town of Pewaukee granted a Conditional Use Permit to DBTM Associates for the purpose of the development of an education/training center for the General Electric Medical Systems Division; and,

WHEREAS, on June 7, 1999, the Town of Pewaukee granted an amendment to Section I of the Permit to allow for the ownership of the subject land to be owned by a party other then DBTM or GE; and,

WHEREAS, the petition request is to remove the lands and use related to the 72 condominium units to allow the sale of said unit as market rate apartments; and,

WHEREAS, all other provisions of the February 23, 1993 and June 25, 1999 Conditional Use Permits remain in effect; and,

WHEREAS, The City Plan Commission has held a meeting on January 21, 2021; has reviewed the various elements of the petitioners proposal; and has recommended that a Conditional Use Permit be granted to the above named petitioner for the property/parcel identified above; and,

WHEREAS, The City Common Council, held a public hearing meeting held on February 1, 2021.

NOW, THEREFORE, let it be known that the City Common Council by its action on February 1, 2021 has, hereby, granted a Conditional Use Permit for the following use(s):

Amend the existing Conditional Use Permit granted to DBTM Associates dated February 24, 1993 and amended June 25, 1999 to remove the 72 unit condominium use and land located at N16W22420 Watertown Road.

The parties hereto, namely the City of Pewaukee and the Equitable Owner of the property for which this conditional use has been sought, set their signatures or the signatures of their representatives below, thereby agreeing to the provisions and conditions set forth in this covenant.

_____ _____

Attest: Signature of equitable owner

_____

Date

_____ _____

Kelly Tarczewski
City Clerk

Steve Bierce
Mayor, City of Pewaukee

_____

Date

State of Wisconsin
County of Waukesha

Signed or attested before me on _____, 2021 by Steve Bierce, Mayor and Kelly Tarczewski, Clerk.

_____

(Seal) Ami Hurd
My Commission expires _____

This instrument was drafted by Ami Hurd, Deputy Clerk

CITY OF PEWAUKEE
COMMON COUNCIL AGENDA ITEM 9.

DATE: February 1, 2021

DEPARTMENT: Public Works

PROVIDED BY: Magdelene Wagner

SUBJECT:

Discussion and Possible Action Regarding the General Electric Training Center Development [Wagner]

BACKGROUND:

In June 1993, the Town of Pewaukee entered into a Developer's Agreement with DBTM Associates for the construction of General Electric Training Center. The Developer installed municipal sanitary sewer, water main, streets, storm sewer, and drainage facilities as part of the Development per the approved plans. The Town and now City of Pewaukee Utilities have been maintaining this infrastructure since the Development was completed, however the accepting resolution was never brought forward formally accepting the municipal infrastructure. The Development is being sold and the new owners are asking for this resolution. The existing owners are asking for a termination of the Developer's Agreement.

FINANCIAL IMPACT:

NA

RECOMMENDED MOTION:

Common Council approve Resolution 21-02-XX Accepting the Public Improvements and terminating the Developer's Agreement for the General Electric Training Center Development with DBTM Associates.

Common Council approve the City Waiver of Lift Station Assessment Agreement.

ATTACHMENTS:

Description

General Electric Training Center (DBTM) Developers Agreement

Original Lift Station Agreement

Resolution 21-02-07

DEVELOPER'S AGREEMENT FOR THE

GENERAL ELECTRIC TRAINING CENTER

TO BE LOCATED ON WATERTOWN ROAD, IN THE TOWN OF PEWAUKEE

WAUKESHA COUNTY, WISCONSIN

This Agreement, made this 7th day of June, 1993, by and between DBTM ASSOCIATES, a Wisconsin Limited Partnership, of Waukesha, Wisconsin, hereinafter referred to as "Developer", and THE TOWN OF PEWAUKEE, in the County of Waukesha and the State of Wisconsin, hereinafter referred to as the "Town".

RECITALS

A. Developer has placed certain covenants, conditions, and restrictions on the use and development of that certain premises located in the Town of Pewaukee, Waukesha County, Wisconsin, along Watertown Road and known as Tax Key Nos. 0960-994, 0957-987 and 0957-999 (the "Property").

B. Town has approved such covenants, conditions and restrictions placed on the use and development of the Property.

C. Developer and Town desire to enter into this Agreement in order to ensure that Developer make and install all public improvements which are reasonably necessary, and further that Developer shall dedicate any sanitary sewer system and water system to the appropriate Town Sanitary District, and shall dedicate the streets and storm sewer system to the Town, provided that said public improvements are constructed according to Town or Sanitary District specifications without cost to the Town or Sanitary District.

D. This Agreement is necessary to implement the Town's zoning ordinances.

NOW, THEREFORE, in consideration of the covenants contained herein, the parties hereto agree as follows:

1. IMPROVEMENTS

Developer, entirely at its expense and in accordance with the Town approved specifications, on or before the 31 day of December 1994, shall:

A. Grade and install all planned public streets in accordance with the approved development plan attached hereto as Exhibit "A".

B. Construct, install, furnish and provide adequate facilities for storm and surface water drainage, including curb and gutter, and where necessary, storm sewers, catch basins, and retention/detention basins in accordance with plans and specifications attached hereto as Exhibit "B".

C. Preserve the existing trees, wherever possible, in the installation of development improvements and remove and lawfully dispose of any structures and outbuildings which are not a part of the planned development as well as any destroyed trees, brush, tree trunks, shrubs, and any other rubbish, on or before the 31 day of December 1994.

2. DEDICATION

A. Subject to all of the other provisions of this Agreement and the exhibits attached hereto, Developer shall, without charge to the Town, and upon completion of all of the above-described improvements, unconditionally give, grant, convey and fully dedicate the same to the Town, and where appropriate, the Town Sanitary District, its successors and assigns forever, free and clear of all encumbrances whatever, together with and including, without limitation, all land, buildings, structures, conduits, pipes, lines, plants, machinery, equipment, appurtenances and hereditaments which may in any way be a part of or pertain to such improvements together with any and all necessary easements for access thereto. After such dedication, the Town or the appropriate Town Sanitary District shall have the right to connect to or integrate with other facilities , as the Town decides, with no payment or award to, with no consent required of Developer.

B. Prior to the installation of any improvements, Developer agrees to furnish to the Town an irrevocable letter of credit from a lending institution with terms acceptable to the Town's attorney. Such letter of credit shall be in an amount of 120% of the expected cost of all improvements as submitted to and approved by the Town's Engineer. No building permits shall be issued until such letter of credit has been received and approved by the Town. The letter of credit, irrespective of its expiration date, will not expire unless at least six months notice is given to the Town of the contemplated expiration of said letter of credit.

C. In the event Developer does not complete the installation of improvements within 396 days from the signing of this Agreement, the Town shall have the authority, upon 10 days notice to Developer, to complete the same and to take title

thereto. The lending institution providing the letter of credit shall pay to the Town the cost of such completion upon demand in accordance with such letter, and upon its failure to do so, in whole or in part, the Town shall be empowered in addition to its other remedies, without notice of hearing, to impose a special assessment for the amount of said completion costs, upon the Property payable with the next succeeding tax roll.

3. PAYMENT OF COSTS

Developer shall pay and reimburse the Town promptly upon billing for all fees, expenses, costs, and disbursements, which shall be incurred by the Town from and after the date hereof in connection with this Agreement or relative to the construction, installation, dedication and acceptance of the improvements covered by this Agreement; including without limitation, design, engineering, preparing, checking and review of design, plans and specifications, supervision, full time inspection to ensure that the construction is in compliance with the applicable plans, specifications, regulation and ordinances, legal, administrative, and fiscal work undertaken to assure and implement such compliance.

4. MISCELLANEOUS REQUIREMENTS

A. Developer agrees to reimburse the Town for all street signs, traffic signs, posts and the labor for their installation as performed by the Town upon and submittal to Developer of an invoice for such signs and installation.

B. Developer agrees to properly place and install all survey or other monuments required by Wisconsin Statutes or Town ordinances.

C. Developer agrees to cause all construction required or authorized for by this Agreement to be carried out and performed in a good and workmanlike manner.

5. ROADS AND STORM SEWER AND GUARANTEE

Developer shall guarantee the improvements required herein, against defects due to faulty materials or workmanship which appear within a period of one year from the date of acceptance as herein provided, and shall pay for any damages resulting therefrom to the Town or Town property. This warranty limit does not affect or bar claims for negligence discovered at a later date. Negligent workmanship shall be governed by Wisconsin laws on negligence.

6. GENERAL INDEMNITY

In addition to and not to the exclusion or prejudice of, any provisions of this Agreement, or documents incorporated herein by reference, Developer shall indemnify and save harmless the Town, its officers, agents and employees, and shall defend the same, from and against any and all liability, claims, loss, damages, interest, actions, suits, judgments, costs, expenses, reasonable 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, out of, or as a result of the negligent performance of this Agreement, the negligent construction or operation of the improvements covered thereby, the violation of any law or ordinance, the infringement of any patent, trademark, tradename or copyright, and the use of road improvements prior to their formal dedication to the Town as provided herein. In every case where judgment is recovered against the Town and notice and opportunity to defend has been given to Developer of the pendency of a suit within 10 days after its commencement, the judgment shall be conclusive upon Developer not only as to the amount of the damages but also as to its liability to the Town.

7. ACCEPTANCE OF WORK AND DEDICATION

When Developer shall have completed the improvements herein required, and shall dedicate the same to the Town, the same shall be accepted by the Town, providing these improvements meet the Town's specifications.

8. CONSTRUCTION PERMITS

The Town shall, within its authority, issue such permits, adopt such resolutions and execute such documents that may be necessary to permit the Developer to construct the development improvements called for by this Agreement, upon the Developer's compliance with any deposit provisions, or upon other requirements of the applicable ordinances or regulations, and the Town shall cooperate with the Developer in obtaining similar permits, resolutions and documents as may be necessary, from other authorities within the jurisdiction the Property lies.

9. DRAINAGE PROVISIONS

In the event drainage problems arise within the Property or related to the activities on the Property, the Developer shall correct such problems to the satisfaction of the Town and the Town Engineer. Such correction measures shall include without limitation the cleaning of soil, loose aggregate and the construction debris from storm sewers, catch basins, drainage ditch and streets, dredging and re-shaping of siltation or detention ponds, replacement of siltation fences, sodding and

seeding and, construction of diversion ditches, ponds, and siltation traps.

10. GENERAL CONDITIONS AND REGULATIONS

All the provisions of the Town's General Condition and Regulations for Developer's Agreements, not inconsistent with or in conflict with any of the provisions of this Agreement, are incorporated herein by reference and all such provisions shall bind the parties hereto and be a part of the Agreement and all work and improvements as required hereunder shall be performed and carried out in strict accordance with and subject to the provisions of said General Conditions and Regulations.

11. ASSIGNMENT

Developer shall not assign this Agreement to other parties without the written consent of the Town.

12. SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, Developer and Town have caused this Agreement to be signed in four original counterparts on the day and year above first written.

DBTM ASSOCIATES,
a Wisconsin Limited Partnership

BY: DBTM, Inc., General Partner

By: _____
Robert S. McCloud, President

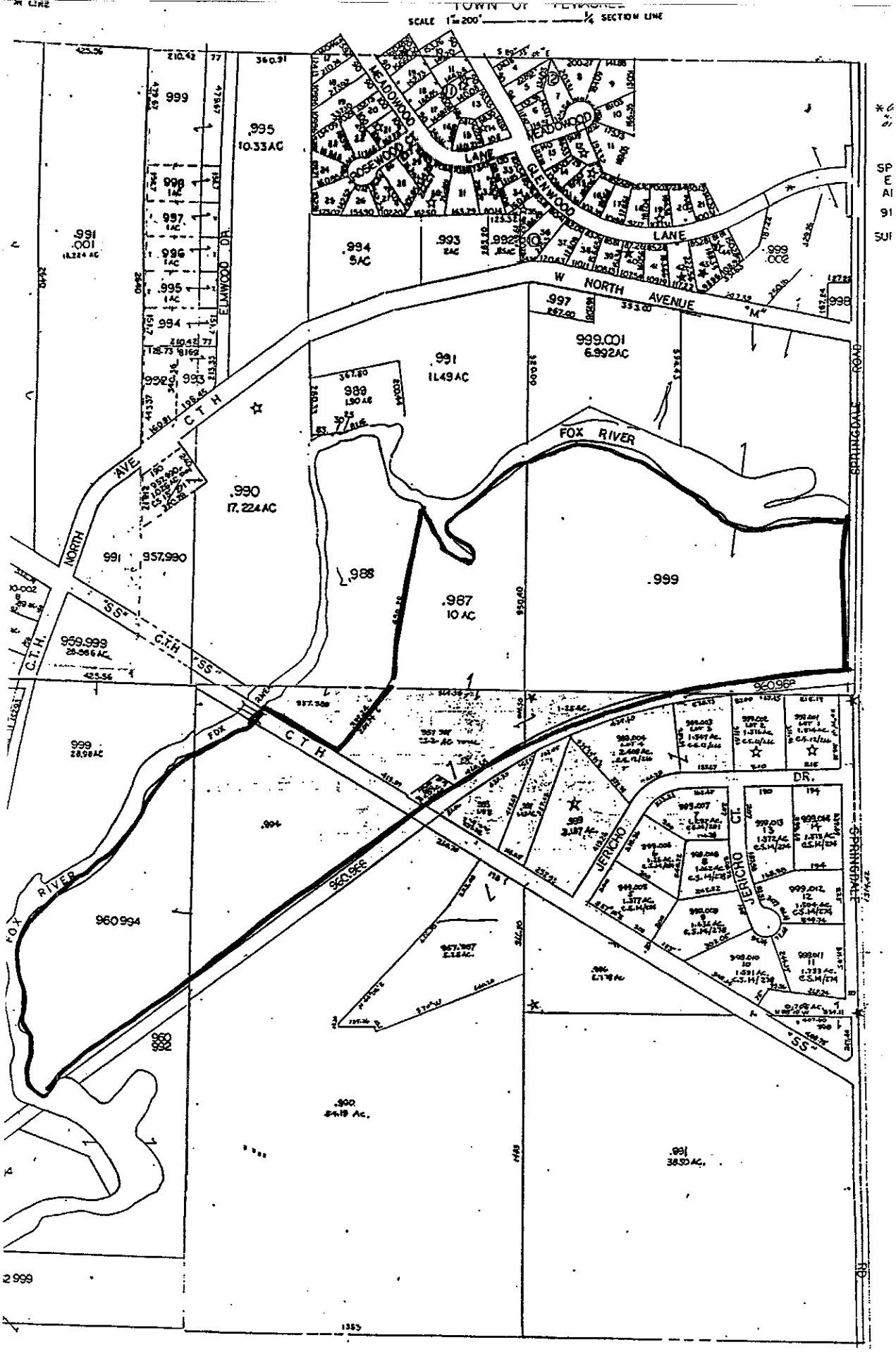
TOWN OF PEWAUKEE

BY: _____
Brent J. Redford, Chairman

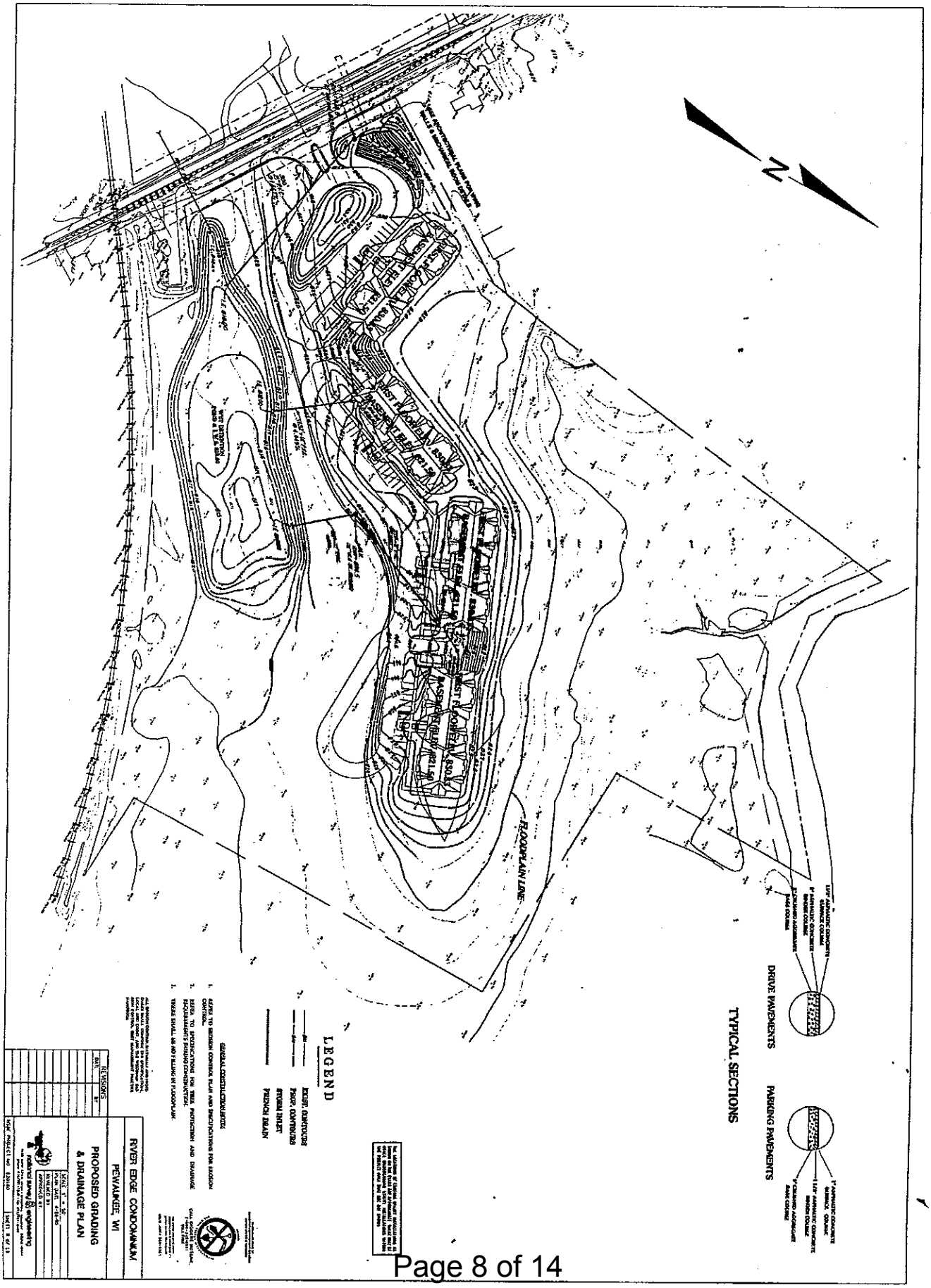
Attest: _____
Sandra J. Galbashian, Clerk

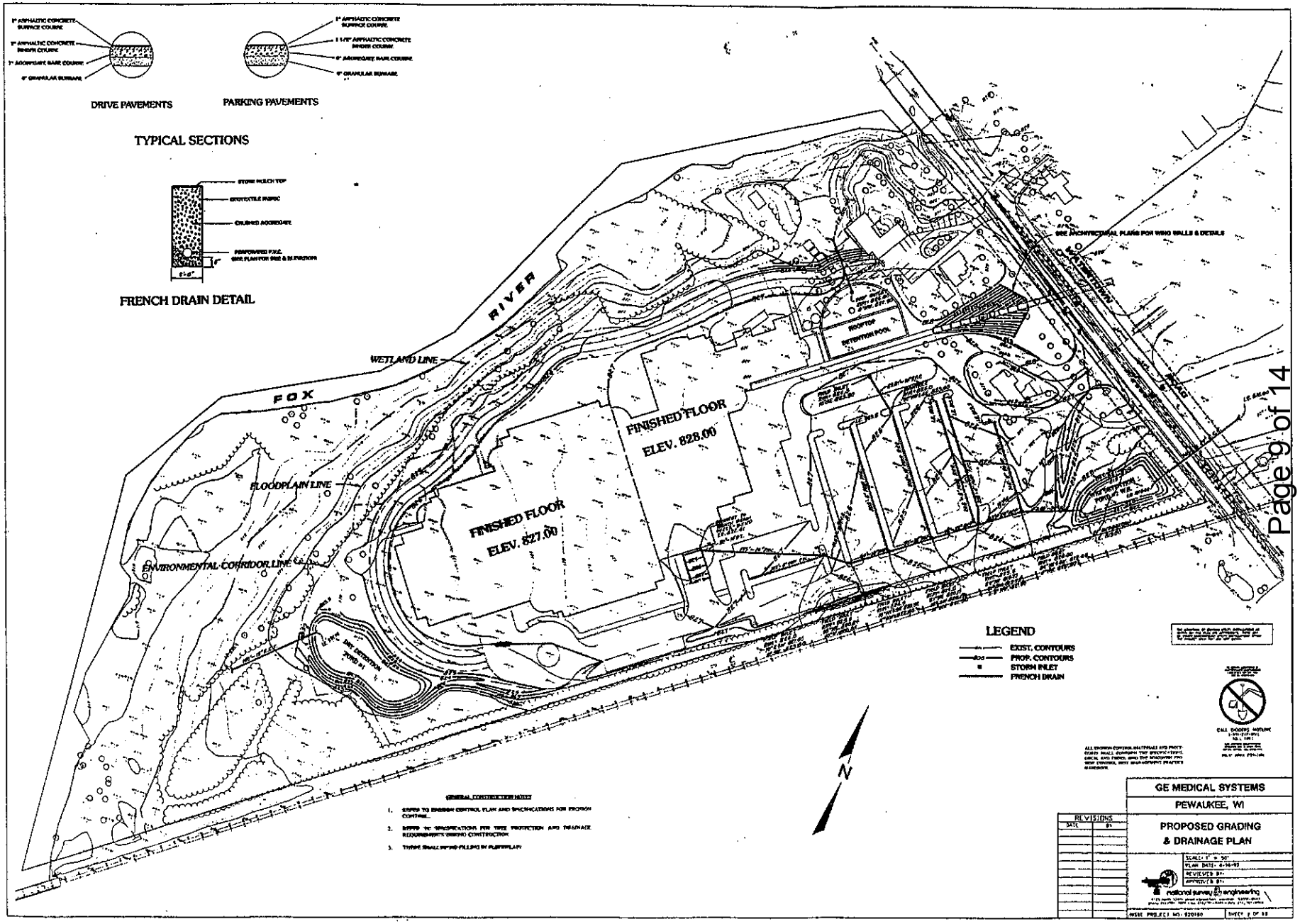
JJM/sg

DEVELOP3.RED


SCALE 1"=200'
¼ SECTION LINE
W NORTH AVENUE
"M"
ELMWOOD DR.
MEADOWOOD DR.
ROSEWOOD DR.
LANE
GLENWOOD
HEADWOOD
C T H
"SS"
NORTH AVE
FOX RIVER
SPRINGDALE RD
JERICHO
CT.
DR.
.995
10.33AC
.994
5AC
.993
.992
.991
.001
.998
.002
.997
.991
11.49AC
999.001
6.992AC
.990
17.224AC
.988
1.90 AC
.987
10 AC
.999
959.999
28.266 AC.
999
28.98AC
960.994
960.992
960.968
.991
38.50 AC.
.990
24.19 Ac.

EXHIBITS A+B


N
LEGEND
EXIST. CONTOURS
PROP. CONTOURS
STORM INLET
PERIMETER DRAIN
FLOODPLAIN LINE
TYPICAL SECTIONS
DRIVE PAVEMENTS
PARKING PAVEMENTS
GENERAL CONSTRUCTION NOTES
1. REFER TO MEMON CONRAD PLAN AND SPECIFICATIONS FOR EROSION CONTROL
2. REFER TO SPECIFICATIONS FOR TREE PROTECTION AND DRAINAGE REQUIREMENTS DURING CONSTRUCTION.
3. TREES SHALL NOT BE PLANTED IN FLOODPLAIN.
RIVER EDGE CONDOMINIUM
PEWAUKEE, WI
PROPOSED GRADING & DRAINAGE PLAN
REVISIONS
BY
SCALE: 1" = 30'
PLAN DATE: 4-26-06
REVISED BY
APPROVED BY
SHEET 3 OF 13


DRIVE PAVEMENTS
PARKING PAVEMENTS
TYPICAL SECTIONS
FRENCH DRAIN DETAIL
FOX RIVER
WETLAND LINE
FLOODPLAIN LINE
ENVIRONMENTAL CORRIDOR LINE
FINISHED FLOOR ELEV. 828.00
FINISHED FLOOR ELEV. 827.00
ROOFTOP RETENTION POOL
LEGEND
EXIST. CONTOURS
PROP. CONTOURS
STORM INLET
FRENCH DRAIN
N
GE MEDICAL SYSTEMS
PEWAUKEE, WI
PROPOSED GRADING & DRAINAGE PLAN
REVISIONS
DATE
BY
national survey & engineering

LIFT STATION ASSESSMENT AGREEMENT

This Agreement is entered into as of this 23 day of June, 1993, by and between Ethel M. Beggs ("Seller") and DBTM Associates, A Wisconsin Limited Partnership ("Buyer").

RECITALS

A. Buyer is purchasing approximately 16.1 acres of land (the "Purchased Property") from Seller, [out of approximately 21.6 acres of land (the "Entire Property") owned by Seller] by virtue of closing documents of even date herewith.

B. Seller is retaining approximately 5.5 acres of land (the "Retained Property").

C. The parties wish to provide for their respective responsibilities relating to a $35,688.91 deferred sanitary sewer and lift station assessment applicable to the Entire Property.

Now therefore, in consideration of the above recitals, including the closing of the above referenced purchase of land, and in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

The Town of Pewaukee Sanitary District No. 3 ("Sanitary District") has imposed a deferred sanitary sewer and lift station assessment in the amount of $35,688.91 against the Entire Property. Buyer and Seller agree that Seller shall be responsible for $20,992.00 of such assessment, Buyer shall be responsible for $14,696.91 of such assessment.

Buyer and Seller agree that they will use their best efforts to cause the Sanitary District to separate such assessment into two distinct assessments so that only $14,696.91 will apply to the Purchased Property and only $20,992.00 will apply to the Retained Property. In the event that the Sanitary District separates such assessment, this Agreement shall automatically become null and void, and of no further force or effect, upon Buyer and Seller each receiving such separated and distinct assessments from the Sanitary District.

In the event that Sanitary District No. 3 will not issue such separate assessments, each party agrees to pay its share, as set forth above, of such assessments when due. Buyer and Seller agree that if either party fails to pay its share of such assessments when due (the "Non-Paying Party"), the other party (the "Paying Party") may pay such assessment and shall thereafter be entitled to file an immediate lien against any property then owned by the Non-Paying Party (including, without limitation, the Purchased Property or the Retained Property, as the case may be). Such lien may be foreclosed at any time after filing.

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Each party further agrees that the Non-Paying Party shall be responsible for the Paying Party's legal fees relating to the enforcement of this Agreement and the enforcement of any lien arising under this Agreement and that such legal fees may be added to the Non-Paying Party's lien.

Finally, each party agrees that, if the Sanitary District has not issued separate assessments, as set forth above, by July 15, 1993, either party may attach legal descriptions of the Purchased Property and Retained Property and immediately record this Agreement with the Waukesha County Register of Deeds.

This Agreement and the rights and obligations created herein are irrevocable, perpetual and appurtenant to and running with the Purchased Property and the Retained Property and shall inure to the benefit of and be binding upon Buyer, Seller, and their respective heirs, personal representatives, successors, grantees and assigns and all parties claiming by, through or under them, including without limitation, all present and future owners, purchasers and occupants thereof, and any person acquiring all or any portion of any interest in the Purchased Property and all or any portion of any interest in the Purchased Property.

IN WITNESS WHEREOF, the parties have executed this document as of the date first above written.

SELLER:

Ethel Beggs

Ethel M. Beggs

BUYER: DBTM Associates, A Wisconsin Limited Partnership, BY: DBTM, Inc. its general partner:

By: Dennis J. Klein, treasurer

ACKNOWLEDGEMENT

STATE OF WISCONSIN)
)SS
MILWAUKEE COUNTY)

Personally came before me this 23 day of June, 1993, the above-named ETHEL M. BEGGS, to me known to be the person who executed the foregoing instrument and acknowledges the same.

Notary Public, State of Wisconsin
My Commission: 11 pm
Victor A. Kornis

ACKNOWLEDGEMENT

STATE OF WISCONSIN)
)SS
MILWAUKEE COUNTY)

Personally came before me this 23 day of June, 1993, the above-named DENNIS J. KLEIN, to me known to be the person who executed the foregoing instrument and acknowledges the same.

Notary Public, State of Wisconsin
My Commission: is permanent
Victor A. Kornis

This instrument was drafted by and after recording should be returned to:

Victor A. Kornis
Domnitz, Mawicke, Goisman & Rosenberg, S.C.
1509 N. Prospect Avenue
Milwaukee, WI 53202

(414) 224-0600

DBTMASSO\LIFTSTAT.AGR

EXHIBIT A - LEGAL DESCRIPTIONS
ATTACHMENT TO LIFT STATION ASSESSMENT AGREEMENT
BETWEEN ETHEL M. BEGGS AND
DBTM ASSOCIATES, A WISCONSIN LIMITED PARTNERSHIP

Parcel "A"

All that part of the Southeast One-quarter (1/4) of Section Twenty-four (24), in Township Seven (7) North, Range Nineteen (19) East, in the Town of Pewaukee, County of Waukesha, State of Wisconsin, bounded and described as follows: Beginning at the 1/8 corner post on the North line of said Southeast 1/4 Section; thence West on the quarter line 8 chains and 63 links to the Easterly line of land formerly owned by Jacob Wirtz; thence Southwesterly along said Wirtz' Easterly line, 4 chains and 39 links to the Northerly line of the "Old Milwaukee and Watertown Plank Road"; thence South 55° East, along the Northerly line of said "Old Plank Road" 6 chains and 27 links to the Northwesterly line, of the Chicago, Milwaukee and Saint Paul Railroad; thence Easterly along the line of said railroad, 6 chains and 92 links, to the 1/8th line; thence North on said 1/8th line, 3 chains and 25 links to the place of beginning. Excepting therefrom those lands conveyed to the Town of Pewaukee in a Warranty Deed recorded on December 13, 1979 in Reel 391, Image 36, as Document No. 1116117.

Parcel "B"

All that part of the Northeast One-quarter (1/4) of the Southeast One-quarter (1/4) of Section Twenty-four (24), in Township Seven (7) North, Range Nineteen (19) East, lying North of the right-of-way of the Chicago Milwaukee and St. Paul Railway, across said 1/4 Section, hereby intended to convey same premises deeded by Magnus Budzein and wife to Frank Budzein by deed dated and acknowledged December 2nd, 1898 and recorded in the Office of the Register of Deeds, Waukesha County, Wisconsin in Volume 94 of Deeds at page 289.

Parcel "C"

All that part of the Northeast One-quarter (1/4) and Southeast One-quarter (1/4) of Section Twenty-four (24), in Township Seven (7) North, Range Nineteen (19) East, in the Town of Pewaukee, County of Waukesha, State of Wisconsin, bounded and described as follows: Beginning at the 1/8 Section post on the South line of the Northeast 1/4 of said Section 24, and being at the Southwest corner of lands owned by Mathais Wolf; thence West on the center line of said Section 24, 8 chains and 75 links to a post; thence South 34° West along the line of lands owned by William Kumbl 4 chains and 39 links to the Northerly line of the "Old Watertown Plank Road"; thence North 56° West along the Northerly line of said Road, 33 links to a Tamarach Tree, 6 inches in diameter; thence North 34° East, 5 chains and 14 links to a stake; thence North 9° 15' East 11 chains and 58 links to the center of Fox River; thence Northeasterly and up stream, and on the center line of said River 7 chains and 52 links to the 1/8 Section line; thence South on said 1/8 Section line 14 chains and 40 links to the place of beginning.

1864283

REGISTER'S OFFICE
WAUKESHA COUNTY, WIS } SS
RECORDED ON

93 JUL 23 AM 10: 13

REEL 1749 IMAGE 178

REGISTER OF DEEDS

Tax Key No. PWT 0957-987

STATE OF WISCONSIN CITY OF PEWAUKEE WAUKESHA COUNTY

RESOLUTION NO. 21-02-07

A RESOLUTION ACCEPTING PUBLIC IMPROVEMENTS GENERAL ELECTRIC TRAINING CENTER DEVELOPMENT

WHEREAS, DBTM Associates, a Wisconsin Limited Partnership, (Developer), and the Town/City of Pewaukee, entered into a Developer's Agreement dated June 7, 1993 on file in the City Clerk's office, to govern the development of a parcel of real property owned by Developer for General Electric Training Center using parcels with tax key numbers PWT 0957-987, PWT 0957-999, and PWT 0960-994 herein described as the "Property;" and

WHEREAS, the Agreement provides that Developer would construct and install the necessary sanitary sewer facilities, water distribution facilities, streets, surface and storm water drainage, and street signs and traffic control (collectively "Public Improvements") within the Property; and,

WHEREAS, the Public Improvements have been completed and dedicated by Developer to the Town/City; and,

WHEREAS, the Public Improvements have been inspected by the City Engineer who has approved the same; and,

WHEREAS, easements to the City have been recorded for the access, future maintenance and replacements of the public infrastructure; and,

WHEREAS, Developer has requested that the City formally accept the Public Improvements and terminate the Developers Agreement.

NOW THEREFORE IT IS HEREBY RESOLVED that the City of Pewaukee Common Council accepts the Public Improvements referred to above on behalf of and for the benefit of the public and citizens of the City of Pewaukee and acknowledges that Developer has fulfilled all obligations under the Developers Agreement, granting Developer's request to terminate the same.

This resolution shall be effective upon publication or posting as provided by law.

Dated this 1st day of February, 2021.

CITY OF PEWAUKEE

_____
Steve Bierce, Mayor

ATTEST:

_____
Kelly Tarczewski, City Clerk/Treasurer