VILLAGE OF THIENSVILLE
PLAN COMMISSION
AGENDA

DATE: Tuesday, March 9, 2021

LOCATION: Village of Thiensville
Fire Department Training Room
250 Elm Street

TIME: 6:00 PM

I. CALL TO ORDER

II. ROLL CALL

Plan Chairman: Van Mobley
Commissioners: Douglas Chimenti, Mike Dyer, Rick Gattoni (excused), Carol Gengler, Sarah Hughes, Ken Kucharski
Planner: Jon Censky
Director of Community Services/ Public Works: Andy LaFond

III. BUSINESS

All applicants <u>or</u> their contractors must be present for any approvals.

A. Approval Of Minutes

1. February 9, 2021

Documents:

2-9-2021 PLAN COMMISSION MINUTES.PDF

B. Review And Action Regarding Sign Plan Approval, Daily Taco + Cantina, Jesse Daily, 105 West Freistadt

Documents:

DAILY TACO SIGN.PDF
SIGN_APPLICATION_VOT.PDF

C. Review And Action Regarding Cheel, Llc, Rebuild, Jesse Daily, 105 South Main Street

Documents:

CHEEL REPORT.PDF
CHEEL PLAN COMMISSION APP-SIGNED.PDF
CHEEL COA.PDF
CHEEL PARKING NARRATIVE SUBMITTAL.PDF
LIGHTING CUT SHEETS CHEEL SUBMITTAL.PDF
CHEEL SUBMITTAL PLAN 02-12-21.PDF

D. Review And Action Regarding Sign Code Waiver, Sign Plan Approval, Cousins Subs,

John Stewart, Property Owner Anna Bakalinsky, 253 North Main Street

Documents:

COUSINS WALL SIGN.PDF
PLAN COMMISSION APPLICATION FILLABLE 08252020.PDF
SIGN PERMIT APPLICATION.PDF
SIGN REVIEW APPLICATION.PDF
LL_SIGNED_SIGN_REVIEW_APPLICATION.PDF
PKG2 REV1 WHITE 29322885 COUSINS THIENSVILLE CHANNEL.PDF

E. Review And Action Regarding Proposed Outdoor Pavilion, The Watermark, Scott And Beth Shully, 146 Green Bay Road

Documents:

SHULLYS OUTDOOR PAVILION.PDF
SHULLY COA.PDF
SHULLYS PLAN COMMISSION APPLICATION.PDF
SHULLYS PLAN.PDF
SHULLYS PLAN2.PDF
SHULLY COLOR SAMPLE.PDF

F. Review And Recommendation To The Village Board, A Developer's Agreement Between The Village Of Thiensville And Lakeside Development Company For The Village Green Development

Documents:

VILLAGE GREEN DEVELOPER AGREEMENT PLAN COPY.PDF

G. Review And Recommendation To The Village Board Regarding Ordinance Amendment Regarding Nonconforming Structures

Documents:

NONCONFORMING STRUCTURES.PDF
ORD - NONCONFOMING.PDF

H. Review And Recommendation To The Village Board Regarding Ordinance Text Amendment To Allow Limited Residential Use On First Floor In The B-1 Central Business District

Documents:

FIRST FLOOR RESIDENTIAL USE.PDF
ORD - RESIDENTIAL USE IN B-1 DIST.PDF

IV. STAFF REPORT

V. BUSINESS FROM THE FLOOR
Open to any citizen who wishes to speak on items not on the agenda. Please step to the podium and give your name and address for the record.

VI. ADJOURNMENT

Amy L. Langlois, Village Clerk
March 5, 2021

Please advise the Thiensville Municipal Hall, 250 Elm Street (242-3720) at least 24 hours prior to the start of this meeting if you have disabilities and desire special accommodations.

Notice is hereby given that a quorum of the Village Board and/or Village Committees may be in attendance at this meeting to present, discuss and/or gather information about a subject over which they have decision-making responsibility, although they will not take any formal action thereto at this meeting.

VILLAGE OF THIENSVILLE
PLAN COMMISSION
MINUTES

DATE: **Tuesday, February 9, 2021** **LOCATION:** **Village of Thiensville**
250 Elm Street

TIME: **6:00 PM**

I. CALL TO ORDER

Chairman Mobley called the meeting to order at 6:00 PM.

II. ROLL CALL

Chairman:	Van Mobley	
Commissioners:	Douglas Chimenti	Carol Gengler
	Mike Dyer	Sarah Hughes
	Rick Gattoni	Ken Kucharski
Planner:	Jon Censky	
Director of Community Services/Public Works:	Andy LaFond	

III. BUSINESS

A. Approval of Minutes
1. January 12, 2021

MOTION by Commissioner Kucharski, **SECONDED** by Commissioner Chimenti to approve the January 12, 2021, Minutes. **MOTION CARRIED UNANIMOUSLY**.

B. Review and action regarding 3-Season Room, Philip and Kristina Eckert, 120 Riverview Drive

Philip Eckert shared that they are looking to expand about 16 feet out on the east side of their house where the existing deck is and wrap around to the rear. It is intended to be a large open area with a lot of windows. The intent of the design is to make it look like it always has been there. They are copying the railing detail from the front porch and staying with the same scale of windows. The same siding will be used. The column design from the front porch will be carried into the 3-season room.

Village Planner Jon Censky said the home is classified as a legal, nonconforming structure because single-family homes are not permitted in the B-4 zoning district. While that limits what can be done, the Village Code has flexibility when dealing with decks. Village Planner shared that this complies, the plans were professionally drawn and look great, they are consistent with the architecture of the house and recommends approval.

Director LaFond said the property is in the flood fringe. A motion should include a contingency that the Village Engineer has determined that it complies with the requirements of the floodplain ordinance. Village staff have already met with the architect regarding those steps.

Commissioner Kucharski said the proposal is a great use of open space on the property.

MOTION by Commissioner Gattoni, **SECONDED** by Commissioner Kucharski to approve 3-Season Room, Philip and Kristina Eckert, 120 Riverview Drive, with Stipulation that it Complies with Requirements of the Floodplain Ordinance. **MOTION CARRIED UNANIMOUSLY**.

IV. STAFF REPORT

No report.

V. BUSINESS FROM THE FLOOR

Bob Ollman of Remington's River Inn, 130 South Main Street, addressed the proposed 10,000-square-foot new cheel building at South Main Street and Buntrock Avenue. Prior to COVID-19, sales at Remington's have increased every year since Jesse and Barkha Daily renovated the building and opened the cheel. As the site has expanded, it has put pressure on an already-challenging parking situation. The available parking is less than is needed. There should be one parking space for every 75 square feet of business space in the area. The reality is more like 200 square feet. In addition to customers, parking is needed for employees. Mr. Ollman said they have made substantial investments in acquiring property for parking. Mr. Ollman inquired what is the plan going to be for parking with the new cheel building and stated there can't be a "catastrophic situation" like what occurred with phase one of the Town Center in Mequon. Remington's previously was approved for a second-story addition and the they determined there was not adequate parking to support it. We have to understand what it is going to take to get adequate parking in the area if there is going to be such a large venue. The building likely will need about 100 parking spaces. An asset to the community can't become a liability.

Mr. Ollman also questioned setbacks for the cheel project. Planner Censky said the setbacks are zero for the cheel project. Planner Censky added that parking was discussed when Village staff initially met with the Daily's on the cheel project. They will have to show the Village their parking plan.

Chairman Mobley told Mr. Ollman that he welcomes ideas on addressing parking in the area.

Mr. Ollman said he purchased 140 South Main Street – Dr. Gary Lewis' former clinic building – in early December. That provides a bigger footprint on the river. He already has been approached by multiple developers. He is interested in seeing what works and wants to see the same rules applied if they develop their property in the future.

Chairman Mobley said there are state Department of Natural Resources rules that apply to properties along the river, but he encourages development in the area.

Mr. Ollman asked if municipal lots and street spaces are part of the parking plan. Planner Censky said with many sites in the area, including the Ollmans', "we're going to have to be creative." Director LaFond added parking requirements in the B-1 zoning district are at the discretion of the Plan Commission.

Chairman Mobley told Mr. Ollman that the Village Board will be aware of his concerns. There also is an area across the railroad tracks that could be explored for potential parking. Chairman Mobley noted that Director LaFond conducted a parking study in the area. Chairman Mobley asked that it be forwarded to the Ollmans. He added the Village does not want to turn the downtown area into an ocean of parking lots.

Mr. Ollman stated that when you have successful businesses that are close to each other, that is a good problem to have – if you can solve it. The Ollman's have not enforced the use of others using their lot across the street from Remington's, but they may have to if their customers cannot find parking.

Commissioner Kucharski said parking in the area has been discussed in the past. There is a parking problem. Since the Mequon Town Center development that includes Café Hollander has been built, parking in the area has been a problem. In our community, we can't have a Café Hollander parking problem. As a business owner, Commissioner Kucharski has seen people park in his lot at Skippy's and walk elsewhere. When it is addressed, people became angry. It is a problem for his business as well and it is something that needs to be looked into.

Mr. Ollman shared that other business owners appreciate that their customers have been able to park in the Remington's lot. What is good for the community is good for their business. If the problem becomes serious, Mr. Ollman said "we're going to do what we've got to do."

Chairman Mobley thanked Mr. Ollman for attending and sharing his concerns. Chairman Mobley shared that this item will be placed on an agenda for discussion and elevate it to the Village Board "with an urgency mark on it."

Planner Censky said they have met with the owners of the cheel and said the Village's top issue is how they plan to address parking.

In another matter, Commissioner Kucharski inquired about the insurance sign at Riverview Drive and Main Street. Director LaFond said it has been communicated to the business that the sign has not been approved by the Plan Commission and they must submit plans. The Village has been informed they are working on it. At some point, the next step is enforcement action.

VI. ADJOURNMENT

MOTION by Commissioner Gattoni, **SECONDED** by Commissioner Dyer to adjourn the meeting at 6:29 PM. **MOTION CARRIED UNANIMOUSLY**.

Prepared by,

Gary Achterberg
Administrative Assistant

Submitted by,

Amy Langlois
Village Clerk

DAILY TACO + CANTINA SIGNAGE

To: Thiensville Plan Commission

By: Jon Censky, Village Planner

Agenda Item: III.B.

Date: March 9, 2021

General Information

Applicant:	**Jesse Daily - Daily Taco**
Status of Applicant:	**Owner**
Location:	**105 West Friestadt Road**
Requested Action:	**Sign Plan Approval**
Existing Zoning:	**B-4 Highway Business District**
Lot Size:	
Existing Land Use:	**Restaurant**

Report:
The applicant is requesting approval of his wall mounted business identification sign for the Daily Taco restaurant at 105 W. Friestadt Road. The sign measure 5' X 5' for 25 square feet in size, will be located on the east wall directly north of the drive-thru window and will be internally lit. The sign will be of translucent plastic material with a dark red logo on a black back-ground and white letters. Their plan also includes a window business identification decal to match the look and color scheme of the main wall sign.

According to **Section 16.17b.1.b. of the Sign Code Area. The gross surface area of a wall sign shall not exceed 0.5 feet in area for every (1) linear foot of building front width or 60 square feet, whichever is less. Section 16.17b.1.e states, the sign face shall be constructed with an opaque surface to allow internal light to only project through the cut-out lettering and/or logos. Dark colored backgrounds on the signs are generally encouraged. Section 16.17b.3.c. states. Business decals not exceeding two square feet in size shall be allowed.**

Staff Comments:
Staff review indicates code compliance and therefore we recommend approval subject to the applicant securing a sign permit.

SAFEbuilt.

UNIFORM SIGN PERMIT APPLICATION

PERMIT NO.

TAX KEY #

ISSUING MUNICIPALITY

☐ TOWN ☒ VILLAGE ☐ CITY

OF THIENSVILLE

PROJECT LOCATION (BUILDING ADDRESS): 105 W. FRIESTADT RD.

PROJECT DESCRIPTION: SIGN

☒ COMMERCIAL ☐ RESIDENTIAL

Owner's Name: JESSE DAILY

Mailing Address: 215 MADERO DR.

Telephone - Include Area Code: 414-241-1013

Contractor's Name

Mailing Address

Telephone - Include Area Code

SITE

_____ 1/4, _____ 1/4, SECTION _____, T_____ N, R _____ E(or)W

Lot: Average Width	Average Depth	Subdivision Name	Lot No.	Block No.

Zoning District	Total Area	Setbacks N.S.E.W.	Front Ft.	Rear Ft.	Left Ft.	Right Ft.

1. PROJECT
☒ New ☐ Repair
☐ New ☐ Raze
☐ New ☐ Move
☐ Other _____

3. TYPE
☐ Residential
☒ Commercial
☐ Other _____

4. USE
☐ Seasonal
☒ Permanent
☐ Other _____

7. SIGN TYPE
☒ Wall ☐ Ground
☐ Projecting ☐ Roof
☐ Pole ☐ Other

10. PRESENT USE OR OCCUPANCY

2. AREA - SIGN FACE
1st Side 25 Sq. Ft.
2nd Side _____ Sq. Ft.
Other _____ Sq. Ft.
TOTAL 25 Sq. Ft.

5. HEIGHT

8. ILLUMINATED
☒ Internally
☒ Externally

9. ESTIMATED COST
TOTAL $ 1000 -

EXISTING SIGNS
NONE

6. SHORELAND/FLOODLAND
Shore setback _____ feet from sign to ordinary high water mark.
Floodplain setback _____ feet from sign to 100 year floodplain.

TYPE OF MATERIAL
☐ Wood ☐ Metal ☐ Other
☒ Plastic ☐ Canvas _____

EXISTING SIGN
Sign 1 Size: Width 5 Height 5
Setback _____ Offset _____
Sign 2 Size: Width _____ Height _____
Setback _____ Offset _____

PLAT OF SURVEY INCLUDING THE FOLLOWING INFORMATION:
1) Location and dimensions of Lot. 2) Location and dimensions of all existing and proposed buildings on the Lot. 3) Location, centerline and grade of all abutting streets. 4) Floor elevation of proposed new buildings. 5) High water line of any water body which Lot abuts. 6) Location of any existing or proposed wells, septic systems, public sewer or water mains on the Lot. 7) Location of any proposal and existing signs.

The applicant agrees to comply with the Municipal Ordinances and with the conditions of this permit; understands that the issuance of the permit created no legal liability, express of implied, of the Department, Municipality, Agency or Inspector; and certifies that all the above information is accurate.

SIGNATURE OF APPLICANT _____ DATE 2/16/20

CONDITIONS OF APPROVAL This permit is issued pursuant to the following conditions. Failure to comply may result in suspension or revocation of this permit or other penalty.

FEES:	PERMIT(S) REQUIRED	PERMIT EXPIRATION:	PERMIT ISSUED BY MUNICIPAL AGENT:
Plan Review Fee _____	☐ Construction _____	Permit expires two years from day issued unless otherwise noted below:	Name _____
Inspection Fee _____	☐ HVAC _____		Date _____
Administration Fee _____	☐ Electrical _____		Certification No. _____
Other _____ _____	☐ Plumbing _____		
	☐ Other _____		
Total _____			

White - Municipal Files
Wisconsin Uniform 10/17

Yellow - Applicant

Pink - Clerk/Assessor

Village of Thiensville

Plan Commission Application

Property Address: 105 W. Freistadt Rd, Thiensville WI 53092

Tax Key #

B1 - Daily Taco
Current Zoning

Property Owner

Name

Address

Phone

Email address

Applicant ☐ Same as owner

Jesse Daily
Name

215 Madero Dr.
Address

Thiensville, WI 53092
Phone

414-241-1013
Email address

Project description

Please describe your project in detail. Include details about height and dimensions, color, materials used and setbacks from the street and property lines. Provide any information that you believe will assist staff in reviewing and approving your request.

Wall mounted sign on East side of building made from the attached materials. This sign will be backlit.

Applicant's Signature

2/16/20
Date

A complete application along with the appropriate fees shall be submitted by the deadline stated on the meeting schedule to the Village Clerk In order for an application to be considered complete, the application shall include the required number of site plans/maps, and all of the necessary supporting information as indicated on the Project Review Checklist. The applicant is responsible to pay planner charges after a first half hour of planner time. Owner, architect, builder or owner's representative must attend the Plan Commission meeting for action to be taken. Work cannot begin until Plan Commission approval and paid and approved building permit.

DAILY
TACO
+CANTINA
DAILY
TACO

5 FT
5 FT
DARK RED, TRANSLUCENT, BACKLIT PLASTIC
RED, TRANSLUCENT, BACKLIT PLASTIC
BLACK, OPAQUE, PLASTIC
WHITE, TRANSLUCENT, BACKLIT PLASTIC
METAL BACKPLATE W/ MOUNTED BACKLIGHTING
DAILY
TACO
+CANTINA

SIGN REVIEW APPLICATION - $150.00 FEE
Please Allow Two (2) Weeks for Sign Review

THIS APPLICATION BEGINS THE REVIEW PROCESS BY OUR PLANNING CONSULTANT JON CENSKY WHO PERFORMS INITIAL REVIEW OF THE SIGN(S). The sign specifications must be submitted to the Village Hall at least 2 weeks prior to the Plan Commission and/or the Historic Preservation Commission meeting for review by Jon Censky. If in the Historic District, you must attend a Historic Preservation Commission meeting prior to Plan Commission.

Mr. Censky will review the sign(s) to see if they meet the Village Sign Code requirements and make a recommendation to the Plan Commission via a written report. At this time **SEVEN (7) FULL SIZE COPIES OF THE COLORED SIGN GRAPHICS AND ONE SCALE SITE PLAN** are required in addition to submittal of the **SIGN PERMIT APPLICATION** form to the Village Hall, 250 Elm Street, Thiensville two weeks prior to the meetings. Additional copies may be required upon request from Village staff.

Applicant/Petitioner Name JESSE DAily

Premises Address ~~[illegible]~~ 105 W. FRIESTADT RD.

Business Name DAILY TACO Business Phone 262-302-4030

Property Owner MILA KAUFMAN Address 6250 W. SPURROW #204E

Property Owner Phone 262/242-9017 E-mail N/A

Contractor J. DAILY Address _____ E-mail JESSE@CORE-USA.COM

Contractor Phone 414-241-1013 Contractor Fax _____

Estimated Project Cost: $ 1000 —

Sign(s) requested: (check all that apply) ✓ Wall ____ Monument ____ Projecting

____ Marquee, Awning or Canopy ____ Sandwich Board ____ On-site Directional Signs

Colored plans must include a scaled sketch of the proposed sign labeling dimensions and area, lettering (including height), colors, types of materials, method of illumination, height and dimensions of the pole or mounting bracket, and date of preparation. A summary of all existing signs that will remain on the site (including dimensions) is also required. Color and material samples must be provided for sign review.

Wall Sign, Marquee, Canopy or Awning Sign proposals must specify building elevation or a photograph of the façade on which it will be located, including a dimensioned shape showing where the sign will be placed and what size it will be.

Ground Mounted Signs and On-Site Directional Sign proposals require submittal of a scaled, dimensioned site plan, plot plan, or survey showing the proposed sign location in relation to driveways, parking areas, sidewalks, property lines, streets, and other signs on and within 20 feet of the property.

Projecting Sign proposals must specify the distance from the street curb, distance sign projects from building, the clearance from the measured grade level to the bottom of the sign, that there are no more than two faces for the projecting sign and must show that the sign, including both faces, is perpendicular to the building.

Sandwich Board Signs require submittal of a scaled, dimensioned colored graphic of the proposed sign and proposed placement of sandwich board sign.

If necessary, additional fees will be billed at an hourly rate for consulting, legal and engineering review.

After approval from the Village Plan Commission, a Sign Permit is required from the Village Inspection Department.

Signature of Applicant _____ Date 2/16/21

Signature of Owner _____ Date _____

VILLAGE OF THIENSVILLE

SIGN REVIEW FEE SCHEDULE - CONSULTANT

Sign Review Includes	Application Fee	Revision Fee	Receipt #
Sign Plan Package for Entire Site, including all wall, ground, canopy and directional signs	**$150.00***	**$100.00***	
Individual Wall Sign, projecting sign, ground sign, canopy sign or directional signs	**$150.00***	**$100.00***	X
Permanent Window Signage or Individual Tenant Sign on an existing Master Tenant Sign	**$150.00***	**$100.00***	
All others including temporary signs	**$150.00***	**$100.00***	

* Plus any additional costs of the Planning Consultant's review at the rate of $50/hour.

If needed, additional review time for planning, engineering and legal services will be billed back to the applicant and no Permits or approvals will be given until all invoices are paid.

Revised 5/2018

NEW CHEEL RESTAURANT

To: Village of Thiensville, Plan Commission

Prepared by: Jon Censky, Village Planner

Date: March 9, 2021

Item No. III.C.

General Information

Applicant:	105 South Main LLC (cheel)
Status of Applicant:	Owner
Requested Action:	New Restaurant Plans
Zoning:	B-1 Central Business District
Proposed Zoning:	No Change
Location:	107 W Buntrock
Land Use Plan Designation:	Business
Existing Land Use:	Beer Garden, Professional Offices, Restaurant

Background:
Due to the complete and devastating loss of the cheel restaurant by fire last fall, the applicant has since been preparing to reconstruct their loss. The remains of the restaurant have been removed from the site and they have been working with the Brookwater Group on reconstruction plans. While the baaree beer garden remains unchanged, the remainder of the site will be reworked to support their new two-story cheel restaurant designed to closely reflect the look of the original restaurant.

Architectural Plans:
Architecturally, the plans reflect a Victorian stye design building with steep sloping roofs and numerous gables. The east and a portion of the north facades will be dominated by windows that extend from the first floor up to the second and on the second floor of the west side they propose a large open deck. Exterior building material will consist of a white hard coat stucco finish accented by black trim coil ALF10K and power coated metal wrap. The main entrance area will include a modular brick material which will also be used to dominate the area below the second-floor deck. This brick material will serve as wainscot on the remainder of the building. The roof material will be of GAF Timberline HD Charcoal dimensional shingles.

Parking:
The new restaurant will include 1,660 square feet of dining space on the first floor, 1,700 square feet of dining space on the second floor, an 830 square foot upper patio and a 1,400 square foot first floor patio for a total of 5,590 dining area. Staff notes that, based on the code requirement for restaurants, this new restaurant, along with the existing baaree beer garden, would normally need 70 onsite parking stalls. Staff further notes, however, that the Code recognizes that many of the building sites in the older sections of the Village, now zoned B-1 Central Business District, preceded the automobile and, therefore, lack the size and width standards need to support the building coupled with supporting parking. Accordingly, the B-I District alone was drafted to provide flexibility as it pertains to parking requirements.

Specifically, **Section 17.0503 Parking Requirements.** State: **In all districts, except the B-1 Central Business District, and in connection with every use, there shall be provided at the time any use or building is erected, enlarged, extended, or increased, or sale of the property, off-street parking stalls for all vehicles in accordance with the following, including compliance with all of the requirements of parking, landscaping, loading and driveways highway access. Business which do provide parking in the B-1 Central Business District shall comply with the surfacing and design requirements of this section.**

To address their parking needs, however, the applicant reports that there are 54 public spaces within a short distance from the cheel site along with 6 onsite stalls. They have also leased 12 stalls from Boucher Village Ford for employee parking and on their busy nights, they are looking into valet parking. There are 74 parking spaces in the area.

Exterior Lighting:
According to the exterior lighting plan, the site will be lit with a combination of decorative Apollo Wall mounted lights, downward directed flood lights and ground upward directed floods. Do to the reduced sized of their plans, staff cannot determine the intensity and location of these lights and therefore the applicant will need to explain their plan at Tuesday's meeting.

According to the Zoning Code exterior light is subject to the following:

- No light structure shall exceed 20 feet in height unless otherwise approval in accordance with this section.
- All luminaries shall be of a cutoff design and shall be shielded or directed so as to confine area of light dispersion to the property and/or building area which is it is intended to illuminate. More specifically, all lighting installations shall conform to the following:
- Lighting wattage shall generally not exceed 250 watts.
- Ground mounted lighting. All ground mounted lighting designed or intended for the purpose of illuminating building, signs, flagpoles or other onsite amenities shall be completely screened with vegetative cover or other materials as approved by the Plan Commission in order to fully shield the light source from public view.
- Building lighting. All luminaries designed or intended for the purpose of lighting any building on the premises shall limit, to the greatest extent possible, spill-over of light into the sky. Building mounted lighting shall be appropriately shielded to prevent glare.
- No site lighting at the perimeter of the parcel that exceeds 2 luminaries measured in any direction 2' above grade.
- Lighting all site fixtures are to be Metal Halide, or Mercury vapor high intensity discharge. Sodium vapor lamps are not allowed

Landscape Plan
According to their landscape plan, they propose a planting scheme of high growth decorative trees and shrubs and lower growth flowers and decorative grasses. Specifically, they propose groupings of white clump birch or flowing crab trees intermixed with decorative grasses and flowers along the driveway west of the building. Near the front building entrance there will be hanging flower baskets and accent pots.

Site Plan:
Since the B-1 Central Business District has no required minimum building setback, the building locations is set on a case-by-case basis by the Plan Commission. Traffic circulation will be changed to one way, with the entrance on Main Street and the exit on Buntrock Avenue.

Historic Preservation Commission's Action:
At their February 2, 2021 meeting, the Historic Preservation Commission unanimously recommended a Certificate of Appropriateness for the project subject to the applicant supplying the list of materials and any future changes to the Historic Preservation Commission.

Staff Comments:
As a result of staff's discussions with the applicant, they have reduced the dining area of their restaurant and increased the kitchen area which has resulted in less parking demand. Staff has also encouraged the applicant to seek additional private parking to supplement their onsite parking and to use area municipal parking lots for their patrons. After that meeting the applicant provided a signed lease for additional parking at Boucher Village Ford. Staff recommends approval subject to the following:

- The applicant providing sample materials and a color scheme with specific colors identified at the meeting.
- The proposed structure shall include adequate drainage facilities for surface and storm waters as to prevent icing on public sidewalks.
- Building Inspector and Fire Marshal approval of all building plans.
- The applicant shall report any changes to their lease agreement with Boucher Village Ford to Village Staff.
- Engineering review and approval of the stormwater management, drainage and erosion control plans.
- The applicant will need to monitor this parking needs and if problems surface, he will need to report to staff on how he will address them.

Village of Thiensville

Plan Commission Application

Property Address: 105 S Main Street, Thiensville WI 53092

12-050-07-23-001
Tax Key #

B-1
Current Zoning

Property Owner

105 S Main Street LLC
Name

107 Buntrock Ave
Address

Thiensville, WI 53092
Phone

jesse@core-usa.com
Email address

Applicant ☐ Same as owner

Brookwater Group, Inc.
Name

1516 Hill Road
Address

Greenleaf, WI 54126
Phone

thebrookwatergroup@gmail.com
Email address

Project description

Please describe your project in detail. Include details about height and dimensions, color, materials used and setbacks from the street and property lines. Provide any information that you believe will assist staff in reviewing and approving your request.

Following the total loss due to fire of the primary structure, the parcel, formerly just surrounding the Cheel restaurant building, will be re-included in Lot 23, block 7, it was platted to originally. The new 2 story structure will encompass the former footprint of the Cheel restaurant and the Pavilion, approved 9/22/20. The pilings set for the Pavilion become the south wall structure to create the same 2 level enclosed and open air patio, though at half the size of the previous proposal. The new restaurant is a modern approach to Victorian with subtle details to pay homage to the former building. The red tones proposed for the Pavilion were well received and we chose to continue that thread with deep rich red masonry tones, dark mortar to feel aged into place and high contrast against rich white and black textures of concrete stucco freeform. This balanced with reflective satin finish aluminum trims and steel elements creates layers of texture and finish while maintaining a simple color palette to not compete with the existing structures surrounding. The overall ridge height of the new structure is set to 43' or consistent with the former Cheel. The building is set back off Main and Buntrock to allow for improved vision corner as well as planting areas at the masonry base along the adjacent public walks. The main structure is specifically designed for street frontage to control sound and accessory activities taking place on the property.

Applicant's Signature

02/12/21
Date

A complete application along with the appropriate fees shall be submitted by the deadline stated on the meeting schedule to the Village Clerk In order for an application to be considered complete, the application shall include the required number of site plans/maps, and all of the necessary supporting information as indicated on the Project Review Checklist. The applicant is responsible to pay planner charges after a first half hour of planner time. Owner, architect, builder or owner's representative must attend the Plan Commission meeting for action to be taken. Work cannot begin until Plan Commission approval and paid and approved building permit.

Planner Fee Schedule: The Village provides the first half hour of the Village Planner's services. Anny additional plan review time is billed at $50.00/hr

Application Checklist: *Two Paper Copies and an electronic copy with files in PDF format (plan size 11X17) must be submitted for all applicable items below for planner review and the Plan Commission packet.*

[x] Submit scaled site plan with proposed location and setbacks with accurate dimensions indicating the property size, its relationship to surrounding properties, existing topography, key natural features and show the location of all existing and proposed:

A. Structures, showing all entrances B. Driveways & street access C. Parking areas D. Walkways E. Existing landscaping F. Abutting public and private streets G. Public easements H. Surrounding land uses and zoning I. Retaining walls J. Decorative accessories	K. Dumpster location and screening L. Location, color, message, dimensions and materials of all signs M. Location, size and character of dedicated or private open space N. Location of sanitary sewer, storm sewer, water mains and services and storm water detention facilities O. Floor plan of building or addition

[x] Storm water management plan.

[ ] Completed building permit application (including two full size plan sets with state stamp for commercial and multi-family).

[x] Grading plan showing existing and finished grades.

[x] Professionally prepared landscape plan.

[x] Lighting plan; photometric plan, type of fixtures, wattage and location and height of lighting structures.

[x] Topographic data or pertinent grade elevations, if necessary, for proper remodeling of existing buildings showing finished exterior treatment.

[x] Colored elevations of proposed buildings, structures and fencing, or of proposed remodeling of existing buildings, showing finished exterior treatment and a listing of building materials.

Is property in Thiensville's Historic District? [ ] Yes [ ] No

If yes, you must apply for a Certificate of Appropriateness with the Historic Preservation Commission. Complete the COA application. Attendance at HPC meeting is required

*All Commercial and Multi-Family projects including any change of occupancy, change of use, or construction/alteration must be submitted to the Thiensville Fire Department for review, approval, and inspections.

= =

VILLAGE STAFF REVIEW

☐ Application Complete. Items needed: ____

Submitted to Village Planner on ___________ Planner Staff Report Completed on ____________

Plan Commission Meeting Date ___________

☐ Historic Preservation Approval (if needed) on ____________

ADDITIONAL REMARKS/CONDITIONS:

___________________________	______________________	____________________________
Village Staff	Title	Date

CERTIFICATE OF APPROPRIATENESS

APPLICATION FORM FOR PROPERTIES IN THE THIENSVILLE HISTORIC DISTRICT

Applicant: JESSE DAILY

Name of Business: CHEEL, PHOENIX ROOM

Street Address: 105 S. MAIN ST. City: T-VILLE State: WI Zip: 53092

Home Phone: 4/241-1013 Cell Phone: ______ Business Phone: ______

Email: JESSE @ CORE-USA.COM

Property Owner: SAME

Mailing Address: ______

City: ______ State: ______ Zip: ______

Contact Phone Number: ______

Description of Project: REBUILD OF CHEEL

Material, color and impact on existing feature: (INCLUDE COLOR SAMPLES) and photos or sketches and include specifications.

SEE ATTACHED

Proposed Sign(s): Wall___ Monument/Ground___ Pole___ Projecting___ Marquee, Awning or Canopy___

Sandwich Board___ Directional Sign___ (Please attach 9 copies of colored sign for HPC including size dimensions, material, and placement of sign)

Signature of Applicant: [signature] Date: 1/28/21

Print Name JESSE DAILY

◆ ◆

Thiensville Historic Preservation Commission: Project Approved X Project Not Approved ______

Commission Signature: Ronald Heinritz Date: 2/02/2021

(Comments/Stipulations from HPC): Approved in concept. Daily to furnish a external facade meterial list.

Revised 4/19/2010

VILLAGE OF THIENSVILLE
HISTORIC PRESERVATION COMMISSION
MINUTES

DATE: Tuesday, February 2, 2021

TIME: 6:00 PM

LOCATION: 250 Elm Street
Thiensville, WI
Board Room

I. CALL TO ORDER

Chairman Heinritz called the meeting to order at 6:01 PM.

II. ROLL CALL

Chairman:	Ron Heinritz	
Commissioners:	Jennifer Abraham	Mary Giuliani
	Jamie Awe	Joseph Miller
	Robert Blazich	Thomas Streifender (absent)
Director of Community Services/Public Works:	Andy LaFond	

Chairman Heinritz read a letter from Tom Streifender, resigning his position on the Historic Preservation Commission, effective at Noon Tuesday, February 2, 2021, because he cannot participate in meetings remotely. Commissioner Blazich asked who has to accept the resignation. Director LaFond said appointments are made by the Village President and approved by the Board of Trustees. Commissioner Blazich considered not coming to the meeting due to the resignation. Chairman Heinritz is a member of the Joint Mequon-Thiensville Bike and Pedestrian Way Commission. Those meetings are conducted by Zoom or telephone conference. Chairman Heinritz said he hates to lose Mr. Streifender from the Commission.

III. DATE AND TIME OF NEXT MEETING

A. Next meeting scheduled for Tuesday, March 2, 2021 at 6:00 PM

IV. APPROVAL OF MINUTES

A. Approval of Minutes
1. January 5, 2021

MOTION by Commissioner Miller, **SECONDED** by Commissioner Giuliani to approve the January 5, 2021, minutes. **MOTION CARRIED UNANIMOUSLY**.

V. BUSINESS

A. Review and action regarding Certificate of Appropriateness, cheel, llc Rebuild, 105 South Main Street, Jesse Daily

Chairman Heinritz said the site is in Thiensville's Historic District and was in a special district that was listed on the State and National Register of Historic Districts, known as the Main Street District. It included about six or seven properties near the corner of Main Street and Green Bay Road. It also is in the area included in the Mequon-Thiensville Town Center study area and a Thiensville Central Business District in Thiensville's architectural guidelines.

Chairman Heinritz said he is impressed with the design. It takes in architectural features in the Village's Historic District. The plans do not include a list of materials that would be used. He would like more specifics.

Jesse Daily is working with Brookwater Group, which has designed other projects in the Village, including for Fiddleheads, Reuter Insurance and the baaree. What is proposed is a modern, Queen Anne-style building. They want to bring back the charm that previously was on the corner prior to the fire, while making it realistic and more efficient for a restaurant. As beautiful as the cheel was, it was an old home that never was designed to be a restaurant. This provides an opportunity to build a space that revives the intimate feel and glory of the cheel with an event space upstairs. It will provide a better space to offer live music separated from dining. With regard to the materials, the plans call for using stucco that is stable and durable. The goal is to make the building last for another 130 years with minimal maintenance. Barkha Daily added they want a building that is going to be an attraction to visitors that can be maintained over the long-term.

The cheel will occupy the first floor. The Phoenix Room event space will be on the second floor. The building will include a basement kitchen for catering, which was not possible in the old building. The footprint is essentially the same as the cheel and the previously approved pavilion, which never was built due to the fire. The space will be combined into one building. The process has been completed to combine the parcel with the adjacent Core Consulting parcel.

The new building will provide more space for diners in the cheel. The upstairs allows for live music and space for weddings and other events. A kitchen and storage space will be in the basement. Jesse Daily and the Commission members looked at and discussed renderings. The building includes a steeple similar to the one in the old building. It will serve as an elevator shaft. The eagle from the old cheel will be at the top. Garage doors that had been procured prior to the fire for the pavilion will be incorporated. It will allow for an open-air concept. The entrance will be on the south. There will be no entrance at Main Street and Buntrock Avenue. Barkha Daily said the building incorporates features from the old building and will remain historic.

Jesse Daily addressed the materials being used. In addition to stucco, there will be quite a bit of red brick. That is typical with Queen Anne-style buildings. The building will have two elevators; one for customer use, the other for the kitchen and staff. Signage is being worked out, but likely will be a single monument sign for the cheel, the Phoenix Room and the baaree.

Commissioner Abraham talked to several people about the plans. One said it reminded her of the grandness of the old White Coach Inn. Commissioner Abraham would prefer one standard material on the outside, rather than different materials.

Jesse Daily said his optimistic goal is to complete the project by the end of 2021; next spring is more realistic.

Commissioner Heinritz said the general façade is very attractive and impressive. He requested a list of materials that will be used and suggested the Dailys review the lighting fixtures they want to use. In terms of materials, Director La Fond said there

may be newer materials available than are included in the guidelines. He asked the Dailys to present what they want to use. Samples will be helpful.

Chairman Heinritz said he anticipates approval of the general façade and plan with a request for details on the materials that will be used. It can go to the Plan Commission. If there are changes, it can come back to the Historic Preservation Commission.

Director LaFond said the front setback and parking is at the discretion of the Plan Commission. The Plan Commission and the Village Board continue to talk about public parking. One of the first areas they likely will consider is a lot that the Village owns that now is leased to a private entity. Plan Commission will look at materials as well.

MOTION by Commissioner Abraham, **SECONDED** by Commissioner Awe to approve Certificate of Appropriateness, cheel llc Rebuild, 105 South Main Street, Jesse Daily. Material list and changes to be supplied to Historic Preservation Commission. **MOTION CARRIED UNANIMOUSLY**.

VI. OLD BUSINESS

VII. ITEMS BY CHAIRMAN

A. Review plaque language, Frank Oil Co., 185 South Main Street

Chairman Heinritz said there is no new information regarding the Frank Oil Co. building.

On a different topic, Chairman Heinritz said he spoke to representatives from Lakeside Development about having a marker or other memorial as part of the pocket neighborhood planned at the old M&I Bank site, 200 Green Bay Road. A plaque would commemorate the bank and the original house on the property. Director LaFond said if a new plaque is contemplated, the Commission should take the lead on drafting the information and producing the plaque. The developer's agreement for the project will include a small parcel that will remain. The parcel will be called 200 Green Bay Road and memorialize the former use. In addition to a plaque, the parcel will include the cornerstone from the existing building and a bench.

VIII. ITEMS BY COMMISSIONERS

A. Mequon-Thiensville Historical Society – Bob Blazich

Commissioner Blazich said there was no report.

IX. ADJOURNMENT

MOTION by Commissioner Miller, **SECONDED** by Commissioner Giuliani to adjourn the meeting at 7:11 PM. **MOTION CARRIED UNANIMOUSLY**.

Submitted by,

Gary Achterberg
Administrative Assistant

Approved by,

Andy LaFond
Director of Community Services/
Public Works

DRAFT

Parking Plan – the new "cheel," Phoenix Room & Baaree

B1 – Open to Plan Discretion

Proposed Parking for Pavilion + Cheel + Baaree (approved September 22nd, 2020)

- 54 public spaces available within a short walk, 6-7 spaces in the cheel lot and 12 additional spaces (for cheel employees) currently leased from Gordie bringing total to 74.
    - Boucher mentioned leasing the lot across the street (in off hours) from Suburban and other areas to use as well. We did not move forward at the time due to necessity.

Proposed Parking for the "new" cheel + Phoenix + Baaree

- 54 public spaces available within a short walk, 6-7 spaces in the cheel lot and 12 additional spaces (for cheel employees) currently leased from Gordie bringing total to 74.
- Village recommends around 85 based on square footage of combined parcels
- Cheel will maintain 8 spaces + 1-2 handicapped spaces on site. South parking will remain, although on an angle to preserve one-way drive-thru in lot.
    - Available areas for parking:
        - North of Firehouse, Parking on Buntrock, Cheel Parking Lot, Molyneux Parking Lot, Significant Street Parking along Main, Buntrock and Green Bay Ave.

Proposed Space consists of 1,600 SF inside dining first floor, 1,700 SF dining second floor, upper patio 830 SF, lower patio 1400 SF. The remainder of space is kitchen, storage, restroom, egress and accessory.

Pavilion was 1400 SF (2,600 both rooftop + lower), Cheel inside was 1700, Patio was 600 = 4,900 SF

- The "new" cheel + Phoenix Room will have around appx 330 (total) more "dining" square feet than it would have with the pavilion project, however – our kitchen size will almost triple from what it was before. Old cheel kitchen was appx. 500sf, new cheel kitchen/bathroom/accessory will be appx. 3000sf on first floor, 2000sf on second. For fine dining establishments, design requirements recommend 40% of capacity of restaurant be kitchen space – which is the trend for cheel.
- Cheel will only be open for dining services, and forgoing lunch for the foreseeable future. Baaree will be seasonal (Late May thru Mid Oct.), Phoenix TBD.
- CORE employees/tenants (5) will use driveway west of CORE building, municipal lots to park their vehicles, and cheel parking lot in off hours.
- On busy nights we are looking to add valet for our customers at the cheel, to further our vision to make this a fine dining establishment with event space upstairs on select nights.
- In other meetings at the Village, we have heard discussions about expanding the municipal lot on Buntrock – which would aid in the parking situation
- Keeping in mind the 3D renderings, the goal for our designer is to make this look beautiful. In most of the renderings, it appears that the building is much bigger than it is. We are taking advantage of the frontage available to us on Main & Buntrock – and behind it, is an "L" shape that cuts down on the square footage substantially. This is typical with street front design to keep accessory areas hidden away.

The Centria C4 is one of the most compact and versatile surface mount luminaires in its class, featuring light output and energy efficiency surpassing 35W Metal Halide. Available in white, colour changing and tunable white light engines, the Centria C4 is packed with features including EasyGlow™ visual comfort and CoolDrive™ thermal management technologies. PowerSync™ allows for highly granular digital control via common protocols. Unique and flexible mounting and glare control accessories enable installation in multiple orientations including two axes of adjustment, making it ideal for direct or indirect applications.

TYPE F, F1, F2 FIXTURES

Performance

Static White & Colour	Lumen Output (lm)	Efficacy (lm/W)	Peak Intensity (cd)
2,700 K (80 CRI)	1,568	66.6	35,736
3,000 K (80 CRI)	1,655	71.1	38,189
3,500 K (80 CRI)	1,730	74.9	38.913
4,000 K (80 CRI)	1,712	73.7	39,674
5,000 K (70 CRI)	2,025	87.0	47,160
Red	-	-	-
Green	-	-	-
Blue	-	-	-

Static white lumen output values are based on a 10° lens.

Dynamic Colour	Lumen Output (lm)	Efficacy (lm/W)	Peak Intensity (cd)
RGBA	1,058	48.6	18,121
RGBW	1,145	52.6	23,150
RGBW - Royal Blue	-	-	-

Dynamic Colour lumen output values are based on a 10° lens.

Tunable White	Lumen Output (lm)	Efficacy (lm/W)	Peak Intensity (cd)
2,700 K - 6,500 K	1,697	72.7	39,910

Tunable white lumen output values are based on a 10° lens with all channels at 100%.

powersync™ easyglow™ cooldrive™

Performance

Beam Angles	10°, 13°, 20°, 26°, 47°, 40° x 10°, 60° x 20°

Electrical

LED Power	22W
Consumption	≤25W maximum
Lifetime (L70)	>60,000hrs (B10, L70, TM21)
Input Voltage	Mains Voltage 120-277V, 50/60Hz Low Voltage 30-48V DC
Earth Leakage	120V - 0.3mA, 240V - 0.4mA, 277V - 0.6mA
Thermal Management	CoolDrive™ onboard thermal monitoring and control.

Control

Interface	Lumascape PowerSync™
Protocols	DMX/RDM, Artnet, PWM[1], 0-10 V (sink or source)[1] Some protocols require additional hardware. For details and for other available protocols contact factory. 1. Not available for Colour Changing
PWM Frequency	2,000Hz flicker free dimming to 0.1%
Systems	Range of third-party controllers

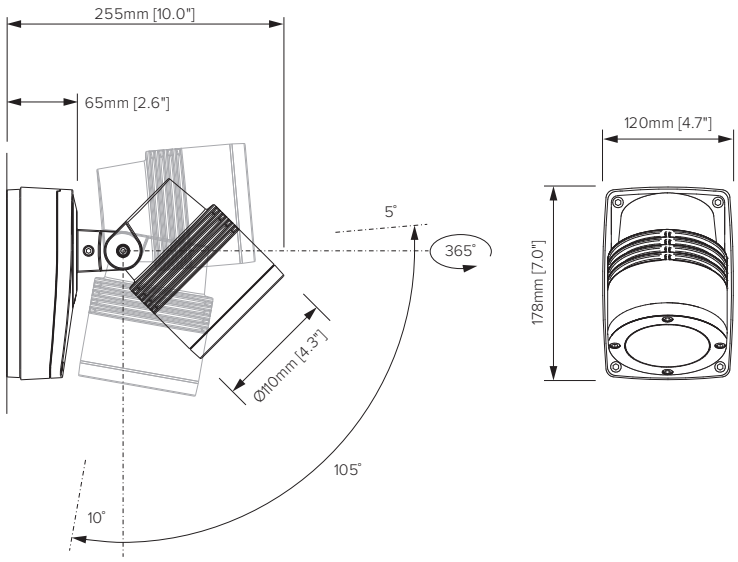
Physical

Housing	Die cast marine grade aluminum, tempered glass lens.
Finish	Superior 9-step powder-coating process, including marine epoxy undercoat and polyester top coat.
Installation	Surface-mounted
Adjustable	Constant torque adjustable luminaire head
Ambient Operating Temperature	-40°C to 50°C (-40°F to 122°F)
Surface Temperature	≤59°C (138°F)
Weight	2.0kg (4.5lb)

Certification & Compliance

IP Rating	IP66 / IP67
IK Rating	IK7
Environment	Dry, Damp, Wet locations
Certifications	ETL, CE, RCM, CCC (Pending)

Luminaire Dimensions



Shielding & Glare Control

LS6104
External Glare Shield

LS1010	22W				PS	

Static White & Colour	Code
2,700 K (80 CRI)	827
3,000 K (80 CRI)	830
3,500 K (80 CRI)	835
4,000 K (80 CRI)	840
5,000 K (70 CRI)	750
Red	RED
Green	GRN
Blue	BLU

Dynamic Colour	Code
RGBA	4CA
RGBW	4CW
RGBW - Royal Blue	4BW

Tunable White	Code
2,700 K - 6,500 K	2WT

Beam	Code
10°	VN
13°	NR
20°	NM
26°	ME
47°	WD
40° x 10°	NH
10° x 40°	NV
60° x 20°	WH
20° x 60°	WV

Input Voltage	Code
110-240V, 50/60Hz	01(1)
120-277V, 50/60Hz	09(2)
30-48V DC	07(1)
30-48V DC	13(2)

(1) International market
(2) North American market

Finish	Code
Black	BL
Anthracite Grey	AG
Basalt Grey	BT
Anodic Silver	SL
White	WT
Dark Bronze	DB
Latte	LT
Dark Aluminum	DA
Custom RAL	CC(1)

(1) Please provide RAL colour.

LS6104	

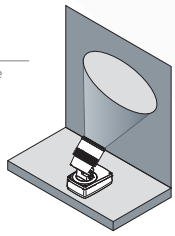
Glare Control Accessories	Code
External Glare Shield	LS6104

Finish	Code
Black	BL
Anthracite Grey	AG
Basalt Grey	BT
Anodic Silver	SL
White	WT
Dark Bronze	DB
Latte	LT
Dark Aluminum	DA
Custom RAL	CC(1)

(1) Please provide RAL colour.

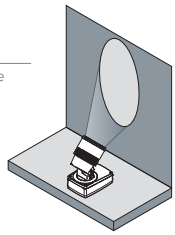
Beam Orientations

Beam Orientation for the "NH" and "WH" optical system



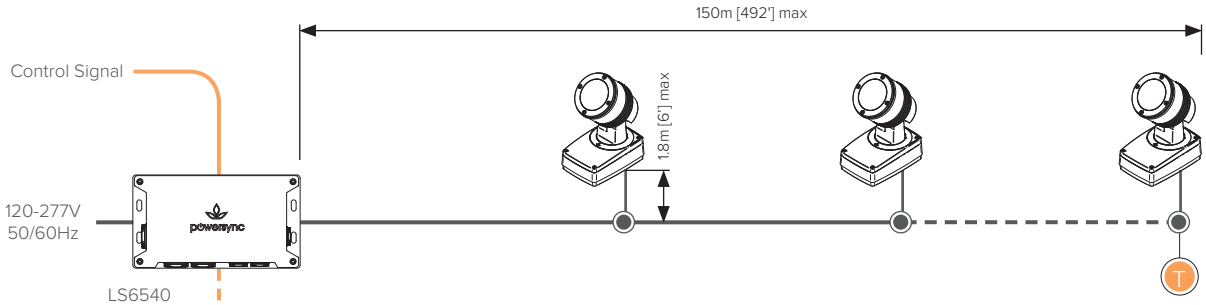
Beam Orientations

Beam Orientation for the "NV" and "WV" optical system

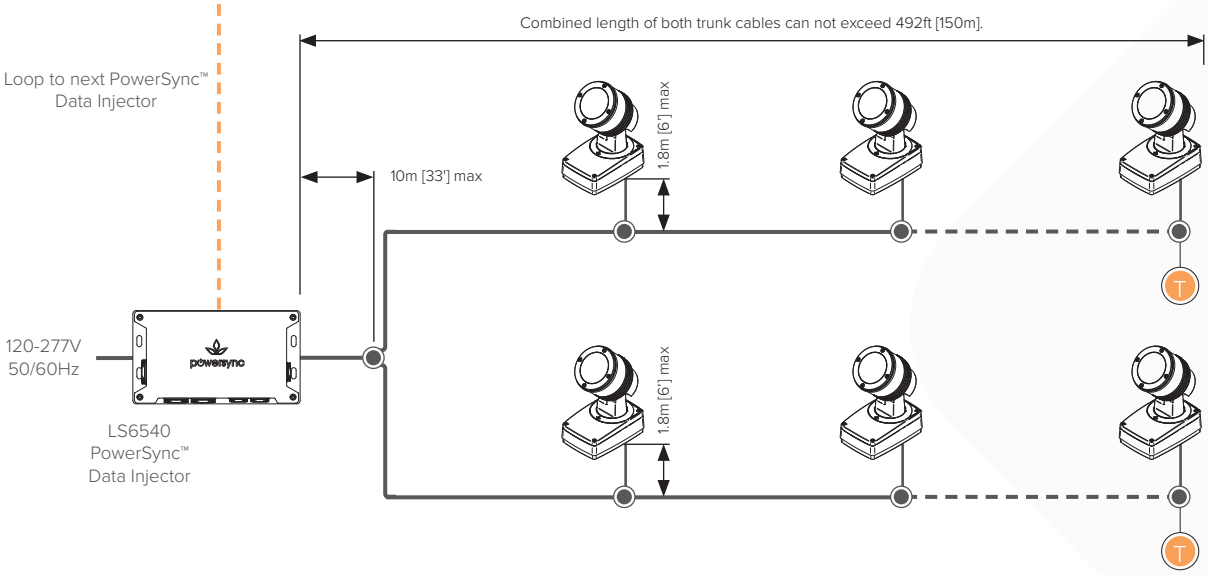


Network Topology - PowerSync™ Dimmable - Mains Voltage

PowerSync™ Topology 1 - Single Trunk Cable



PowerSync™ Topology 2 - Split Trunk Cable



Up to 45 luminaires per run under the following conditions:

- Max total cable run length 150m (492') in up to two trunk cables
- For run lengths in excess of 30m (100'), the *data* wire gauge cannot exceed 14 AWG (2.5mm²)
- For run lengths up to 30m (100'), the *data* wire gauge is not governed
- Refer to 'Maximum Circuit Load' table for circuit limitations
- Always observe local electrical codes for branch circuit current limitations

Terminator

Use PowerSync™ terminator, supplied with LS6540, to terminate last luminaire in chain.

Connection Type

Circuits can be configured as hardwired. For details consult installation instructions and comply with local electrical codes.

Maximum Circuit Load

Maximum Number of Interconnected Fixtures		
Voltage	12A	16A
120V	30	45
240V	45	45
277V	45	45

Refer to PowerSync™ installation manual for maximum distance information and typology options.

For non-continuous runs contact factory for details.

NOTE: The above diagrams are intended to show electrical pathways between luminaires and ancillary device. These diagrams are not intended to show type or colour of cord / wire, luminaire input voltage rating, wire gauge or approved use of the cord / wire supplied with luminaires.

Wire Colours & Designations

Mains Voltage - International Market

Designation	Colour
Active	Brown
Neutral	Blue
Earth	Green / Yellow
Data	Black

Mains Voltage - North American Market

Designation	Colour
Active	Black
Neutral	White
Earth	Green / Yellow
Data	Grey (or Red)

PBF/PBS LANDSCAPE BULLET & SPOT FLOOD LIGHT SERIES

Product Description

The Jademar PBS/PBF Landscape Bullet and Spot Flood Lights provide high efficiency, zero maintenance and extended lifetime in a rugged all weather housing.

The PBS/PBF Landscape Bullet and Spot Flood Lights are designed for maximum adaptability in municipal, industrial, commercial, and residential applications wherever security lighting is required.

This series is designed for maintenance free lifespan of over 22 years at 12 hrs/day. Calculated L70 lifespan is over 100,000 hrs.

Features

- High Power LED Array
- LED Lifespan: >100,000 Hours of Maintenance-Free Operation
- Powder Coated Die Cast Aluminum - Brown Finish
- UV Stable Polycarbonate Lens
- Sealed with High Grade Weatherproof Silicone Gasket
- IP65 Rated for Wet Locations

Performance Summary

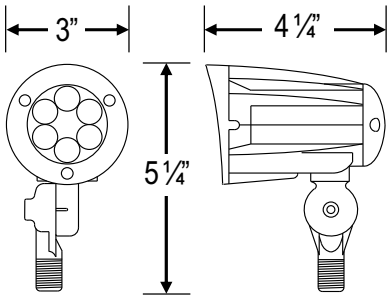
Input Power	15W / 28W / 42W
Efficacy	up to 125 Lms/W
CCT Options	3000K / 4000K / 5000K
Construction	Powder Coat Cast Aluminum Body / UV Stable Polycarbonate Lens
Input Voltage	100-277VAC
Ingress Protection	IP65
Mounting	1/2" Threaded Nipple Mount
Compliance	UL / cUL
Lifetime Based on TM21	L70 @ >132,000 Hrs
Warranty	5 Years

Certifications

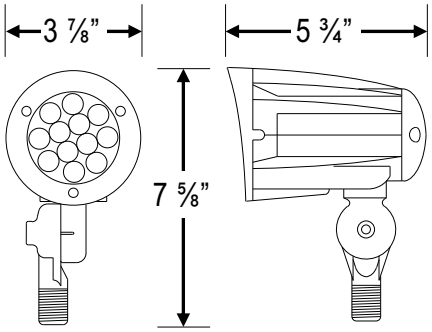
c UL us LISTED · IP65 RATED · RoHS COMPLIANT · FC

Product Dimensions

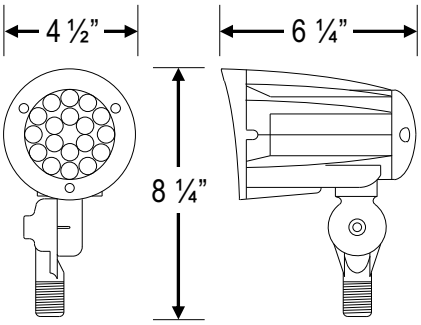
PBF-15W



PBS-28W



PBF-42W



TYPE F3 FIXTURES

JADEMAR LIGHTING
Miami, FL USA - info@jademar.com
T: 305.640.0465 - F: 305.640.0468
WWW.JADEMAR.COM

SPECIFICATION SUBMITTAL DETAIL

Project Name/Type:		Date:
Catalog/Part #:		

PBF/PBS FLOODLIGHT SERIES

ORDERING INFORMATION

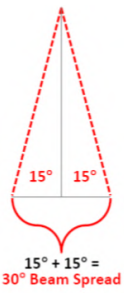
Example: **PBF15LEDMV-30KNBZ**

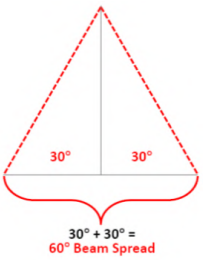
Product Series	Input Voltage	CCT	Controls & Dimming	Mounting Options	Finish
PBF15LED **PBF42LED**	**MV** (120-277V) Standard	**30K** (3000k) **40K** (4000K) **50K** (5000K)	**Blank** (Non-Dimming)	**KN** (1/2" Threaded Nipple)	**BZ** = Bronze (Standard) **WH** = White ***Special Order**
PBS28LED					

Electrical Data Table

Model	PBF-15W	PBS-28W	PBF-42W
Nominal Watts	15W	28W	42W
Nominal Efficacy	113 Lms/W	125 Lms/W	114 Lm/W
Lumens	1,700	3,000	4,201
Input Voltage	100-277VAC		
Power Factor	≥0.90		
CCT	3000K / 4000K / 5000K		
CRI	>70		
Ambient Working Temp.	-40°F to 130°F		
THD @ 120VAC	≤20%		
Lifetime Based on TM21	L70 @ >132,000 Hrs		
Ingress Protection (IP)	IP65		
Beam Angle	Medium (60° Beam) / Narrow (30° Beam)		
Construction	Powder Coat Cast Aluminum UV Stable Polycarbonate Lens		
Certifications	UL / cUL		
Limited Warranty	5 Yrs		

PBS-28W
BULLET SPOT FLOOD





PBF-15W
BULLET FLOOD

JADEMAR LIGHTING
Miami, FL USA - info@jademar.com
T: 305.640.0465 - F: 305.640.0468
WWW.JADEMAR.COM

MDIW-700-LED

Type:	
Job Name:	

Construction:
- Steel chassis and cage
- Diffuser is .10 extruded white acrylic

Light Source:
- LED
- Dimming to 10% **Included**

Notes:
- Integral mounting plate; keyhole slots
- Top and bottom white acrylic lens - standard
- Optional photocell (21) increases fixture depth 1 ½"
- UL and CUL listed **WET** location
- LED Components
  - Replaceable Module
  - CRI > 80
  - Universal 120/277 volt standard
  - 5-Year Warranty on LED Components

Shown with cage style A

MDIW-XXX
Height- 16" - 26" - 38" - 50" - 60"
Width - 6 3/4"
Depth- 4"
MC - 8" - 13" - 19" - 25" - 30"

Cage B

Cage C

Cage D

DIMMABLE

MADE IN AMERICA

ORDERING INFORMATION

Example: MDIW-726-LED-A-O2C-4-Z3-WSA

MDIW [ ] [ ] [ ] [ ] [ ] [ ] [ ]

Size	LED	Watts	Source Lumens	Dimming	Energy Star
716-LED	O1C	9	1210	0-10v	NO
726-LED	O2C	18	2420	0-10v	NO
738-LED	O3C	27	3630	0-10v	NO
750-LED	O4C	36	4840	0-10v	NO

TYPE W1 - 16" HIGH

TYPE W2 - 26" HIGH

TYPE W3 - 38" HIGH

Kelvin	Cage	Finish	Diffuser	Options
2 3000K	**A**	**B1** Satin Black	**WSA** White Smooth Acrylic	**DIM** LED dimming driver (0 - 10v)
4 4000K	**B**	**B2** Text Black		**DIMLD** Line Voltage /TRIAC/ELV/120v See Resource Page
	C	**Z1** Satin Bronze		
	D	**Z3** Text Bronze		
Optional		**W1** Yolk White		**90CRI** Consult Factory
3 3500K	**X**	**W2** Gloss White		
		T4 Shimmer Gray		**21** Photocell - *See Notes*
		M13 Anod Silver		-**01** 120 volt
		T6 Pewter		-**02** 277 volt
		W13 Pearl Beige		
		Optional (See Price List)		Optional Voltage
		M17 Brass Powder		**-347V** Input voltage to 347v
		M16 Antique Brass		
		P2 Brushed Alum		
		P9 Brushed Nickel		**Battery Backup Options** *(Available with 0-10v only)*
				BB10 10 Watts (1170lm) for 90-Minutes

28435 Industry Drive., Valencia, California 91355
West Coast Sales: 800-325-4448 /661-257-0286• fax 800-323-2346 /661-257-0201
East Coast Sales: 866-350-0991 • fax 866-490-5754
www.lightwayind.com • sales@lightwayind.com

Revision: 01/07/2020

Apollo Wall

TMSLIGHTING

ESTABLISHED 1923

Features

- Reflector is available in polyester powder coat, anodized aluminum, solid brushed copper, or 316L stainless steel
- Eliminates globe lighting, and controls light trespass
- Choice of LED, compact fluorescent, metal halide, and incandescent lamps for application and design flexibility

Applications

The Apollo Orion is ideal for illuminating out door areas without allowing light trespass or globe lighting. Suitable applications include entrances, facades courtyards, outdoor dining and entertainment areas, and security lighting.

Construction

High grade spun aluminum, brushed copper, or brushed stainless steel reflector (18”/457 mm dia.), with stainless steel mounting hardware. The fixture body is made of aluminum.

Lamp

Operates with Cree™ LED (19W max.), compact fluorescent (32W max.), metal halide (100W max.), or incandescent (150W max.) light sources. Specify 3000K, 3500K or 4000K CCT for LED systems.

Note: LED systems are available with 120-277V supply voltage only.

LED modules do not require a socket, and are wired directly to the integral driver.

Metal halide systems require a medium base socket (E26).

Diffuser

Apollo uses 2 cylindrical diffusers. The inner diffuser is formed with clear, prismatic, thermal shock-resistant glass, and the outer diffuser is formed with clear, UV-stabilized acrylic. The combination provides a high degree of diffusion and eliminates direct glare from the light source.

Ballast

Ballasts are integral and electronic. They are efficient with a high power factor greater than 90%, and quiet within an “A” sound rating.

LED Driver

The LED source is controlled by an advanced, integral, electronic driver that delivers consistent power.

Surge Supressor

All 120V, 277V, and universal voltage fixtures are equipped with a 6kV surge suppressor.

Dimming

CF dimming options include the Mark 7 ® (0-10V), Mark 10 ® (line voltage), DALI (addressable), or Ecosystem ®.

The LED dimming option is the 0-10V,current-sinking type.

Note: Use a current-sinking dimming system (by others) for LED dimming.

The dimming option is not available with 347V systems, or for outdoor CF applications.

Compatibility of this product is not guaranteed with all control systems.

TYPE W5 FIXTURES

IP55

Apollo Wall

TMSLIGHTING
ESTABLISHED 1923

Features

- Reflector is available in polyester powder coat, anodized aluminum, solid brushed copper, or 316L stainless steel
- Eliminates globe lighting, and controls light trespass
- Choice of LED, compact fluorescent, metal halide, and incandescent lamps for application and design flexibility

Emergency

For CF systems, an integral, canopy-mounted, emergency back-up is available, where power is supplied to the luminaire .

For LED systems, a remote mount emergency back-up is available.

Both, CF and LED emergency back-ups are available in the standard temperature or cold temperature type.

Note: The emergency option is available with 120-277V systems only.

LED systems: 20 ft. / 6.096 m max. distance from lamp to emergency back-up.

CF systems: 7 ft. / 2.134 m max. distance from lamp to emergency back-up.

The test switch and indicator light would be remote.

Finish

Available in brushed, plated, and powder-coated finishes; see the TMS “Finishes and Diffusers” chart.

Custom and RAL finishes are available by special order.

Note: A clear coat is applied to the brushed copper, yet patina will form over time.

Mounting

Mount onto a flat wall, directly over a standard 4” electrical junction box.

Follow the installation instructions, and adhere to your local electrical code.

Compliances

QPS-C/US, or UL-C/US certified to UL1598 standards. Rated IP55 for use in dry to wet locations, indoor and outdoor.

The Consultants Europe (CE) listing is available upon request.

IP55

Apollo Wall

TMSLIGHTING
ESTABLISHED 1923

APW - ____ - ____ - ____ - ____ - ____ - ____ - ____ - ____
1 2 3 4 5 6 7 8

Project: _____
Type: _____
Quantity: _____

Notes:

Note: Some options may not be compatible with others. To ensure compatibility between options, please visit tmslighting.com, on the "details" page of this luminaire, and use the configuration tool.

1 • Lamping

I: Indoor
O: Outdoor

2 • Lamping

150IN: 150W Incandescent
32CF: 32W PL-T
100MH: 100W MH (E-17)
19LED: 19W LED (CRI 80)

3 • LED CCT (color temp.)

—-: None
30K: 3000K
35K: 3500K
40K: 4000K

4 • Voltage

120: 120V
277: 277V
347: 347V (n/a with LED)

5 • Finish

Powder-coated
F05: White
F07: Zeus brown
F08: Midnight blue
F09: Pewter
F10: Fire red
F13: Forest green
F15: Matte black
F16: Gloss black
F18: Flat aluminum
F19: Mirror silver
F21: Architectural bronze
F31: Silver metallic
F32: Bronze metallic
F33: Pyrite bronze
F34: Burnt orange
RL: RAL custom color (specify)

6 • Reflector Finish

OO: Same as pole finish
AN: Anodized
CO: Solid copper (brushed, with a clear coat)
SS: 316L stainless steel (brushed)

7 • Dimming

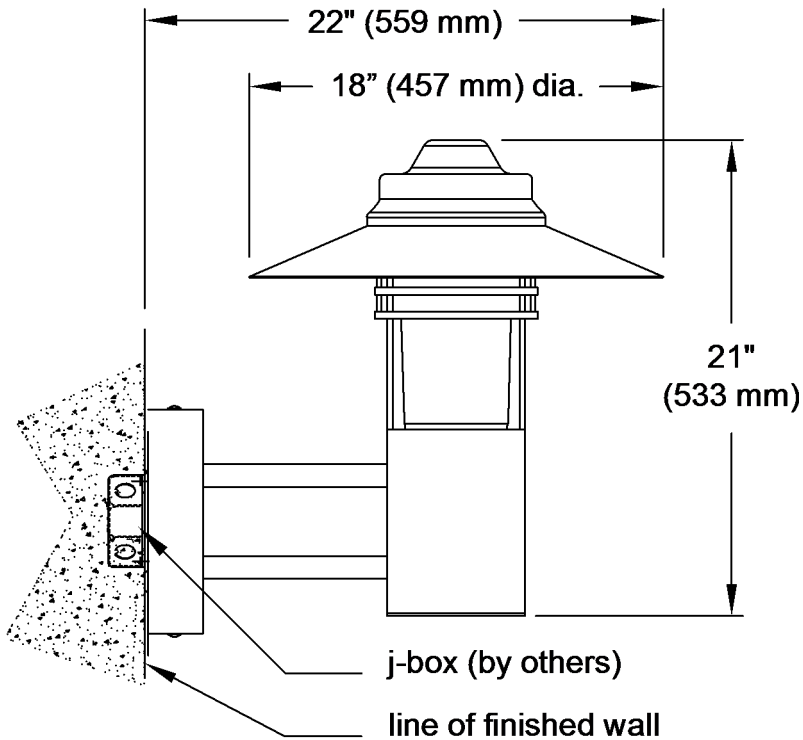
—-: None
DIM: CF dimming (Advance Mark 10 ®)
DIMV: CF dimming (Advance Mark 7 ®; 0-10V)
DIMD: CF dimming (Advance DALI)
DIME: CF dimming (Lutron Ecosystem ®)
DIML: LED dimming (0-10V; current-sinking)
Note: Use a current-sinking dimming system (by others) for LED dimming.
Not available with 347V systems, or for outdoor CF applications.
Compatibility is not guaranteed with all control systems.

8 • Emergency

—-: None
EM: Integral CF (min. operating temp. +5ºC/+40ºF)
EMC: Integral CF cold pack (min. operating temp. –20ºC/-4ºF)
EMR: Remote LED (20 ft. / 6.096 m max. distance from EM to LED; min. operating temp. +5C/+40F; dry location mounting)
EMCR: Remote LED cold pack (20 ft. / 6.096 m max. distance from EM to LED; min. operating temp. -20C/-4F)

Apollo Wall

TMSLIGHTING
ESTABLISHED 1923



Custom
TMS Lighting can customize this and many of our standard fixtures. The dimensions, lamp types, enclosure and colors could be modified to suit your lighting and architectural requirements. Contact your local representative for more details: http://tmslighting.com/info/agents

Specifications are subject to change without notice.

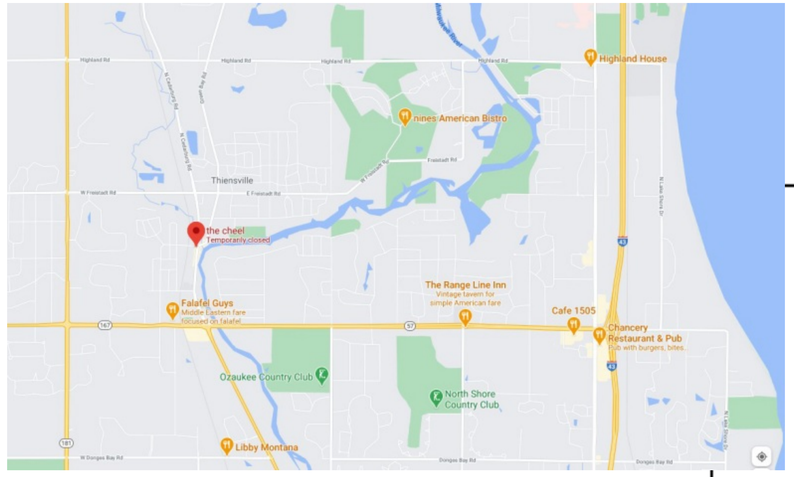
TMS Lighting Inc.
247A Summerlea Road,
Brampton, Ontario,
Canada. L6T 4E1
Web Site: tmslighting.com

North America: (905) 793-1174
Toll-free: (866) 793-1174
Fax: (905) 793-1175

UK & Europe: 44-1474-250-654

CHEEL / PHOENIX ROOM

105 S MAIN STREET, THIENSVILLE, WI 53092



PLAN CALCULATIONS

	BSMT	1ST	2ND
KITCHEN	1,430	1,318	633
BAR / DINING	-	1,600	1,764
PATIO / DECK	-	1,410	828
ACCESSORY	2,505	1,350	1,350
TOTAL SF	3,935	5,685	4,575

SHEET INDEX

A-1 TITLE SHEET
PROPERTY SURVEY

A-2 SITE PLAN / UTILITIES
LANDSCAPE PLAN

A-3 SITE LIGHTING PLAN

A-4 MAIN STREET ELEVATION
BUILDING RENDERINGS

A-5 SOUTH / NORTH ELEVATIONS

A-6 WEST ELEVATION
SAMPLE EXTERIOR DETAILS

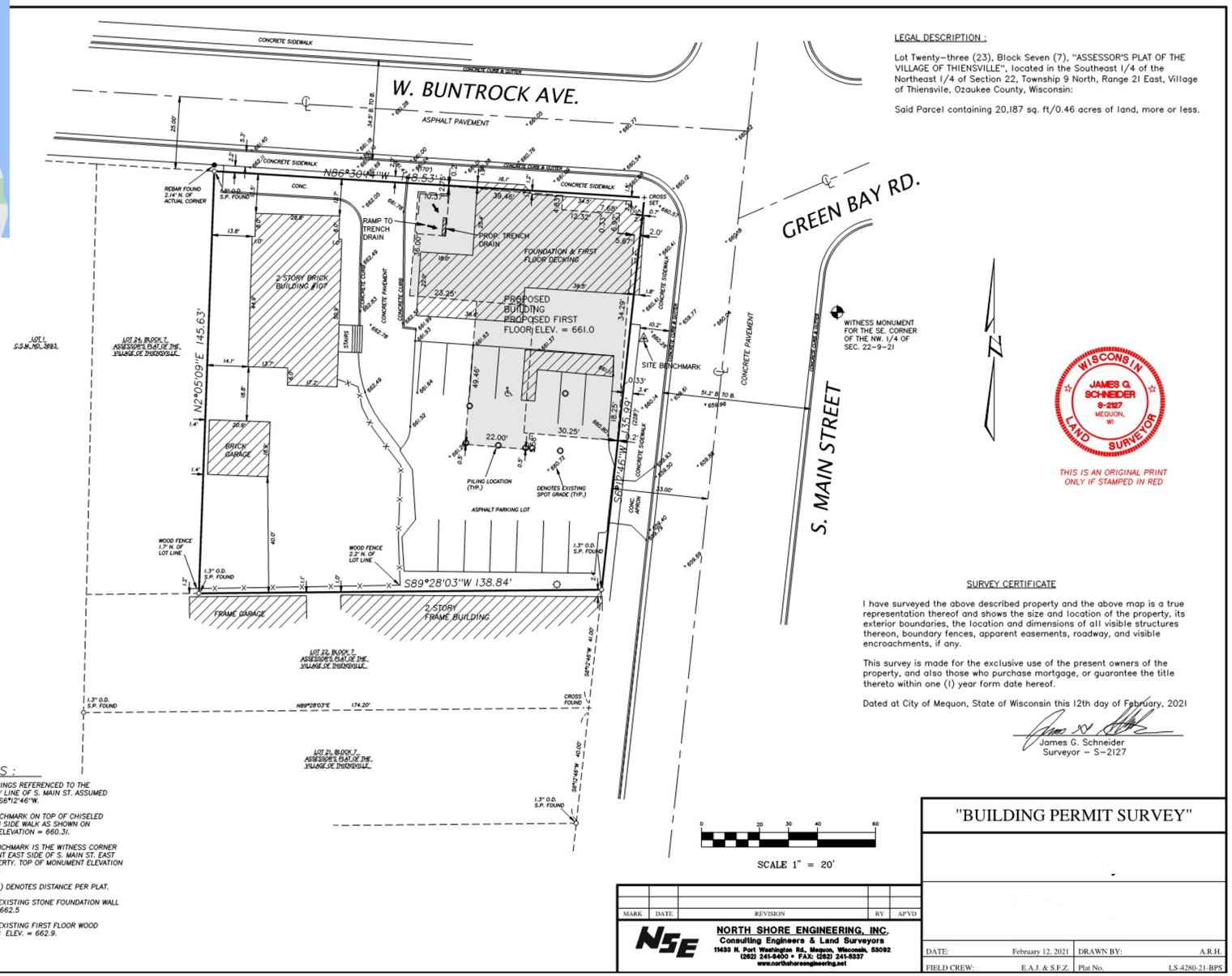
A-7 FOUNDATION PLAN

A-8 FIRST FLOOR PLAN

A-9 SECOND FLOOR PLAN

A-10 ROOF PLAN
BUILDING CROSS SECTION

A-11 FURNITURE PLANS
SAMPLE INTERIOR DETAILS



LEGAL DESCRIPTION :

Lot Twenty-three (23), Block Seven (7), "ASSESSOR'S PLAT OF THE VILLAGE OF THIENSVILLE", located in the Southeast 1/4 of the Northeast 1/4 of Section 22, Township 9 North, Range 21 East, Village of Thiensvile, Ozaukee County, Wisconsin:

Said Parcel containing 20,187 sq. ft/0.46 acres of land, more or less.

WISCONSIN JAMES G. SCHNEIDER S-2127 MEQUON, WI LAND SURVEYOR

THIS IS AN ORIGINAL PRINT ONLY IF STAMPED IN RED

SURVEY CERTIFICATE

I have surveyed the above described property and the above map is a true representation thereof and shows the size and location of the property, its exterior boundaries, the location and dimensions of all visible structures thereon, boundary fences, apparent easements, roadway, and visible encroachments, if any.

This survey is made for the exclusive use of the present owners of the property, and also those who purchase mortgage, or guarantee the title thereto within one (1) year form date hereof.

Dated at City of Mequon, State of Wisconsin this 12th day of February, 2021

James G. Schneider
Surveyor – S-2127

NOTES :

1. ALL BEARINGS REFERENCED TO THE WESTERLY LINE OF S. MAIN ST. ASSUMED TO BEAR S6°12'46"W.
2. SITE BENCHMARK ON TOP OF CHISELED CROSS IN SIDE WALK AS SHOWN ON SURVEY. ELEVATION = 660.31.
3. MAIN BENCHMARK IS THE WITNESS CORNER MONUMENT EAST SIDE OF S. MAIN ST. EAST OF PROPERTY. TOP OF MONUMENT ELEVATION = 660.14.
4. ( ) DENOTES DISTANCE PER PLAT.
5. TOP OF EXISTING STONE FOUNDATION WALL ELEV. = 662.5
6. TOP OF EXISTING FIRST FLOOR WOOD DECKING ELEV. = 662.9.

MARK	DATE	REVISION	BY	APVD

NSE NORTH SHORE ENGINEERING, INC.
Consulting Engineers & Land Surveyors
11433 N. Port Washington Rd., Mequon, Wisconsin, 53092
(262) 241-9400 • FAX: (262) 241-5337
www.northshoreengineering.net

"BUILDING PERMIT SURVEY"

DATE:	February 12, 2021	DRAWN BY:	A.R.H.
FIELD CREW:	E.A.J. & S.F.Z.	Plat No.	LS-4280-21-BPS

P:\Surveys\4000-4999\4200\LS-4280-21-Daily\LS-4280-21-Daily-BPS.dwg, 2/12/2021 10:25:32 AM

BROOKWATER Designs
A DIVISION OF BROOKWATER GROUP, INC.

NO.	DESCRIPTION	BY	DATE
1	BID PLANS	AMB	01/26/20

SHEET TITLE: PROJECT INFORMATION

PROJECT DESCRIPTION:
THE CHEEL / PHOENIX CLUB
BARKHA & JESSE DAILY
105 BUNTROCK AVE
THIENSVILLE, WI 53092

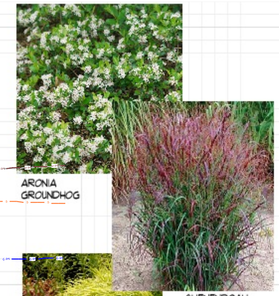
DRAWINGS PROVIDED BY:
BROOKWATER GROUP
1516 HILL ROAD
GREENLEAF, WI 54126
414-333-2310 www.thebrookwatergroup.com

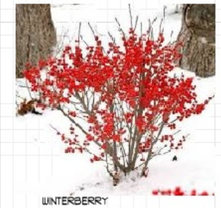
DATE: 2/12/2021

SCALE: 1" = 20'-0"

SHEET: A-1

1 A2 PROPOSED SITE - UTILITY PLAN
SCALE: 1" = 10'-0"


ARONIA GROUNDHOG


WINTERBERRY

PEACH CORALBELL

BOULES SEDGE
RED CONEFLOWER

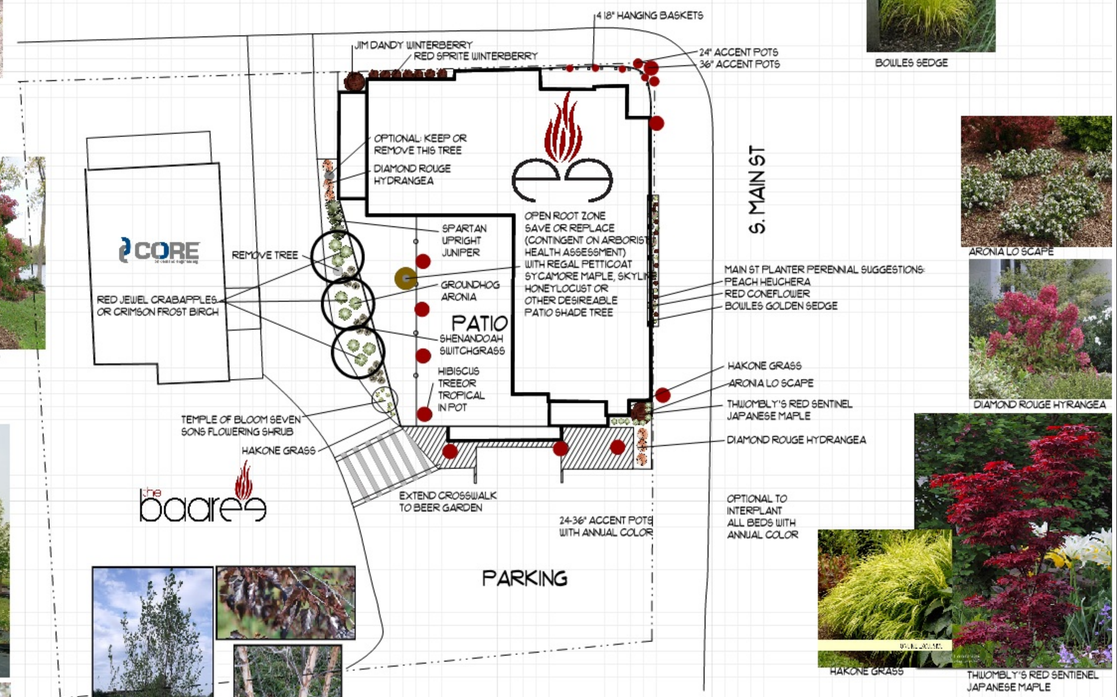
HAKONE GRASS

SHENENDOAH SWITCHGRASS

DIAMOND ROUGE HYDRANGEA

SEVEN SONS FLOWER

RED JEWEL CRABAPPLE (FOR GROUPING OF 3 BY PATIO)
FLOWERS, HABIT, WINTER BERRIES



ROYAL FROST BIRCH (SECOND OPTION FOR GROUPING OF 3)

1 A2 LANDSCAPE PLAN
SCALE: 1" = 10'-0"

BROOKWATER Designs
A DIVISION OF BROOKWATER GROUP, INC.

NO.	DESCRIPTION	BY	DATE
1	BID PLANS	AMB	01/26/20

SHEET TITLE: PROPOSED SITE PLAN

PROJECT DESCRIPTION:
THE CHEEL / PHOENIX CLUB
BARKHA & JESSE DAILY
105 BUNTROCK AVE
THIENSVILLE, WI 53092

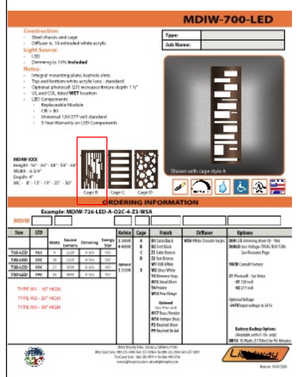
DRAWINGS PROVIDED BY:
BROOKWATER GROUP
1516 HILL ROAD
GREENLEAF, WI 54126
414-333-2310 www.thebrookwatergroup.com

DATE: 2/12/2021

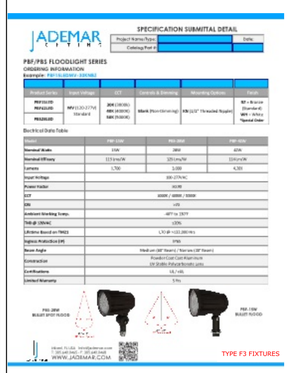
SCALE: 1" = 10'-0"

SHEET: A-2

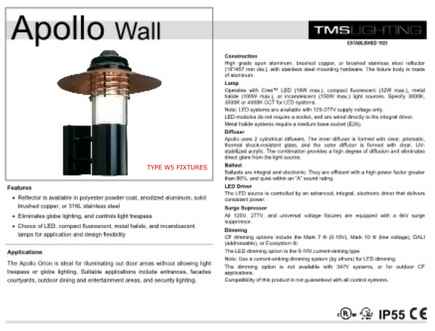
TYPE F, F1, F2 FIXTURES

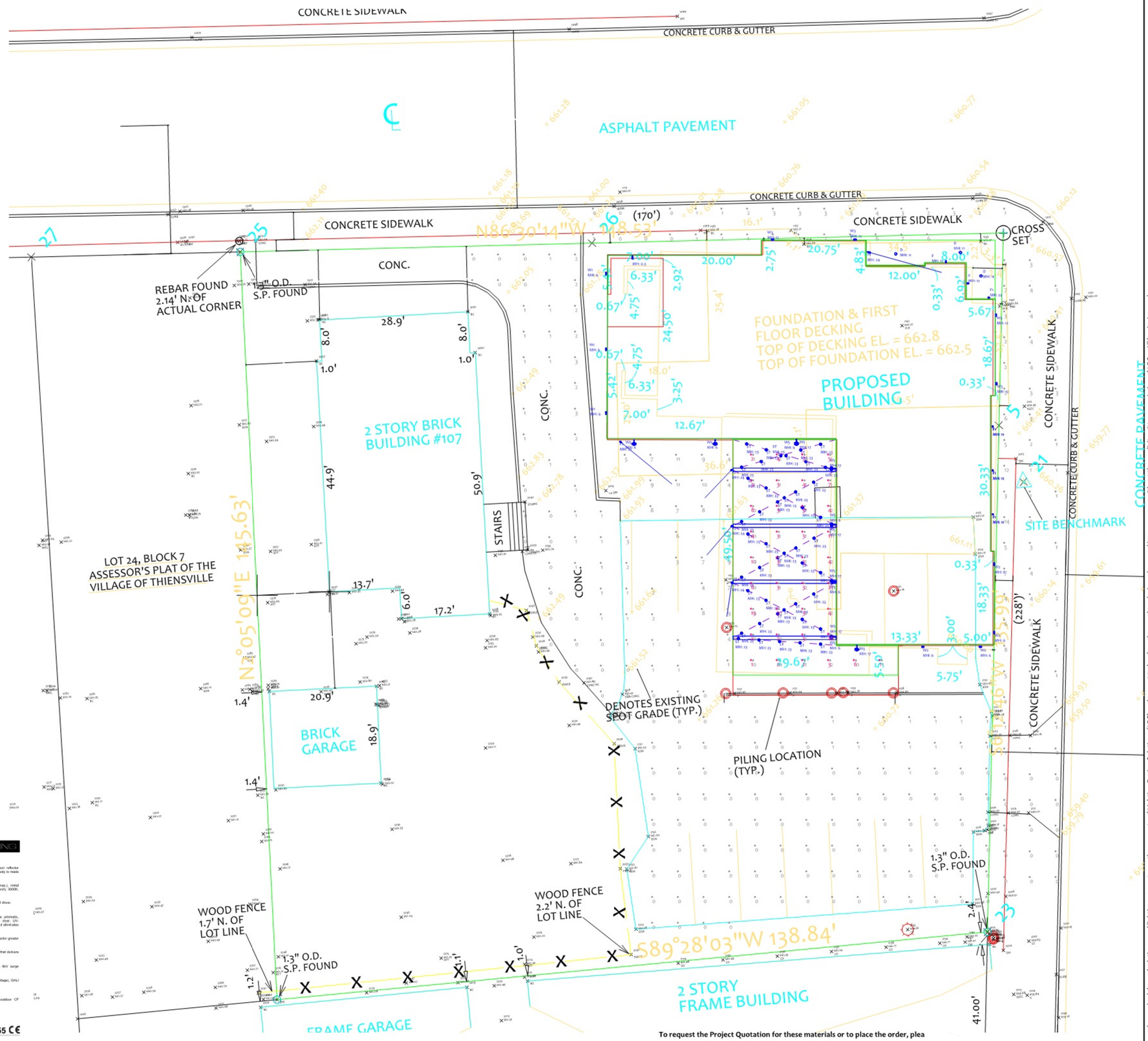


TYPE W5 FIXTURES



TYPE F3 FIXTURES





To request the Project Quotation for these materials or to place the order, plea
Sales@LightingDesignSolutions.com or call us at 1-888-357-7070

LIGHTING Design Solutions

CONCRETE PAVEMENT

These plans, schedules, calculations, and lighting concepts are the property of Lighting Design Solutions (LDS) and are not to be shared, reproduced, viewed, or used in any manner without the explicit written permission of LDS. All luminaires and accessories purchased for this project are to be supplied by LDS unless other arrangements that include additional reimbursement for design costs are codified in a pre-approved written agreement with LDS.

These plans are not approved for construction unless specifically noted. They have not been reviewed or approved by any local or state agency, nor has the building owner confirmed final acceptance of the design or materials. Once approved, the final product details, voltages, accessories and quantities are the responsibility of the installing contractor and are to be fully verified by the contractor prior to release of order. Lead time for luminaires will vary but should be assumed to be 4-6 weeks after release unless specifically noted as "in-stock" or "quick ship" on the LDS Project Quotation.

Lighting performance and energy calculations are based on photometric data provided by the specified manufacturers, expected site finishes, anticipated energy costs, current rebate programs, and the projected operational use of the facility. Lighting Design Solutions, Inc. accepts no responsibility for variances resulting from inaccurate or changed data files, drawings, reflectance values, or rebate programs, and guarantees no alternate funding or rebate payment.

BROOKWATER Designs
A DIVISION OF BROOKWATER GROUP, INC.

NO.	DESCRIPTION	BY	DATE
1	BID PLANS	AMB	01/26/20

SHEET TITLE: PROPOSED LIGHTING PLAN

PROJECT DESCRIPTION:
THE CHEEL / PHOENIX CLUB
BARKHA & JESSE DAILY
105 BUNTROCK AVE
THIENSVILLE, WI 53092

DRAWINGS PROVIDED BY:
BROOKWATER GROUP
1516 HILL ROAD
GREENLEAF, WI 54126
414-333-2310 www.thebrookwatergroup.com

DATE: 2/12/2021

SCALE:

SHEET: A-3

2 A4 SE RENDERING
SCALE: NONE

3 A4 SW RENDERING
SCALE: NONE

4 A4 EXTERIOR MATERIALS
STUCCO - CEMENT HARD COAT STUCCO / WHITE / FREEFORM

ACCENTS - BLACK TRIM COIL ALF10K AND POWDER COATED METAL TO MATCH

MASONRY - MODULAR BRICK / BRICKCRAFT ASHBURY

MORTAR - SPEC MIX SM800 BLACK

SHINGLE ROOFING - GAF TIMBERLINE HD CHARCOAL LIFETIME

1 A4 EAST ELEVATION
SCALE: 1/4" = 1'-0"

BROOKWATER Designs
A DIVISION OF BROOKWATER GROUP, INC.

NO.	DESCRIPTION	BY	DATE
1	BID PLANS	AMB	01/26/20

SHEET TITLE: MAIN STREET ELEVATION

PROJECT DESCRIPTION:
THE CHEEL / PHOENIX CLUB
BARKHA & JESSE DAILY
105 BUNTROCK AVE
THIENSVILLE, WI 53092

DRAWINGS PROVIDED BY:
BROOKWATER GROUP
1516 HILL ROAD
GREENLEAF, WI 54126
414-333-2310 www.thebrookwatergroup.com

DATE: 2/12/2021

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

SHEET: A-4

1 A5 NORTH ELEVATION
SCALE: 1/4" = 1'-0"

2 A5 SOUTH ELEVATION
SCALE: 1/4" = 1'-0"

3D EXTERIOR ELEVATION	WINDOWS SCHEDULE NUMBER	LABEL	QTY	SIZE	DESCRIPTION	COMMENTS
	W01	1650FX	1	1650FX	FIXED GLASS	
	W02	1650LV	2	1650LV	LOUVERED	
	W04	2520FX	20	2520FX	FIXED GLASS	
	W05	2656FX	14	2656FX	FIXED GLASS	
	W06	2665SH	13	2665SH	SINGLE HUNG	
	W07	7040AW	3	7040AW	SINGLE AWNING	
	W08	3460	1	3460	FIXED GLASS-CT	
	W10	21020FX	2	21020FX	FIXED GLASS	

BROOKWATER Designs
A DIVISION OF BROOKWATER GROUP, INC.

NO.	DESCRIPTION	BY	DATE
1	BID PLANS	AMB	01/26/20

SHEET TITLE:
EAST AND SOUTH ELEVATIONS

PROJECT DESCRIPTION:
THE CHEEL / PHOENIX CLUB
BARKHA & JESSE DAILY
105 BUNTROCK AVE
THIENSVILLE, WI 53092

DRAWINGS PROVIDED BY:
BROOKWATER GROUP
1516 HILL ROAD
GREENLEAF, WI 54126
414-533-2310 www.thebrookwatergroup.com

DATE:
2/12/2021

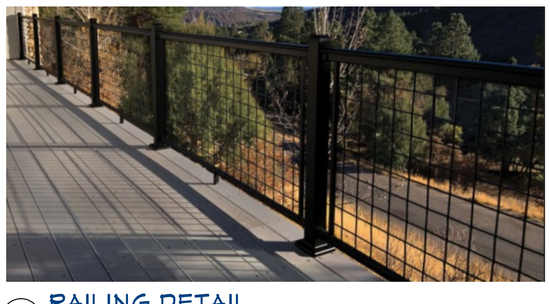
SCALE:
1/4" = 1'-0"

SHEET:
A-5

1 A6 WEST ELEVATION
SCALE: 1/4" = 1'-0"

2 A6 MAIN ENTRY DOORS
SCALE: NONE

3 A6 ALUM WRAPPED BEAM DETAIL
SCALE: NONE



4 A6 RAILING DETAIL
SCALE: NONE

5 A6 WINDOW BAY DETAIL
SCALE: NONE

6 A6 OVERHEAD DOOR DETAIL
SCALE: NONE

BROOKWATER Designs
A DIVISION OF BROOKWATER GROUP, INC.

NO.	DESCRIPTION	BY	DATE
1	BID PLANS	AMB	01/26/20

SHEET TITLE:
WEST ELEVATION
EXTERIOR DETAILS

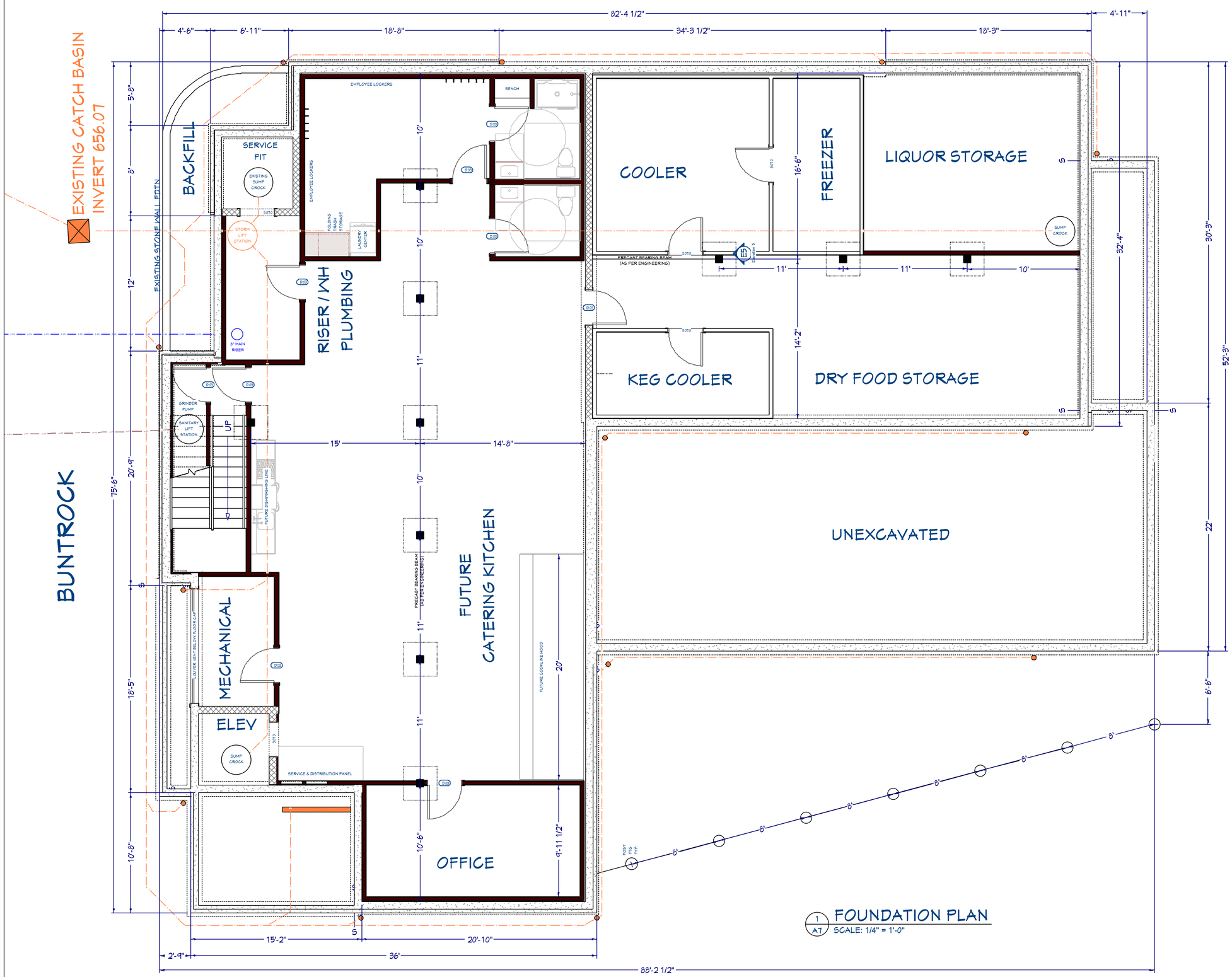
PROJECT DESCRIPTION:
THE CHEEL / PHOENIX CLUB
BARKHA & JESSE DAILY
105 BUNTROCK AVE
THIENSVILLE, WI 53092

DRAWINGS PROVIDED BY:
BROOKWATER GROUP
1516 HILL ROAD
GREENLEAF, WI 54126
414-333-2310 www.thebrookwatergroup.com

DATE:
2/12/2021

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

SHEET:
A-6



1 A7 FOUNDATION PLAN
SCALE: 1/4" = 1'-0"

BROOKWATER Designs
A DIVISION OF BROOKWATER GROUP, INC.

NO.	DESCRIPTION	BY	DATE
1	BID PLANS	AMB	01/26/20

SHEET TITLE: FOUNDATION PLAN

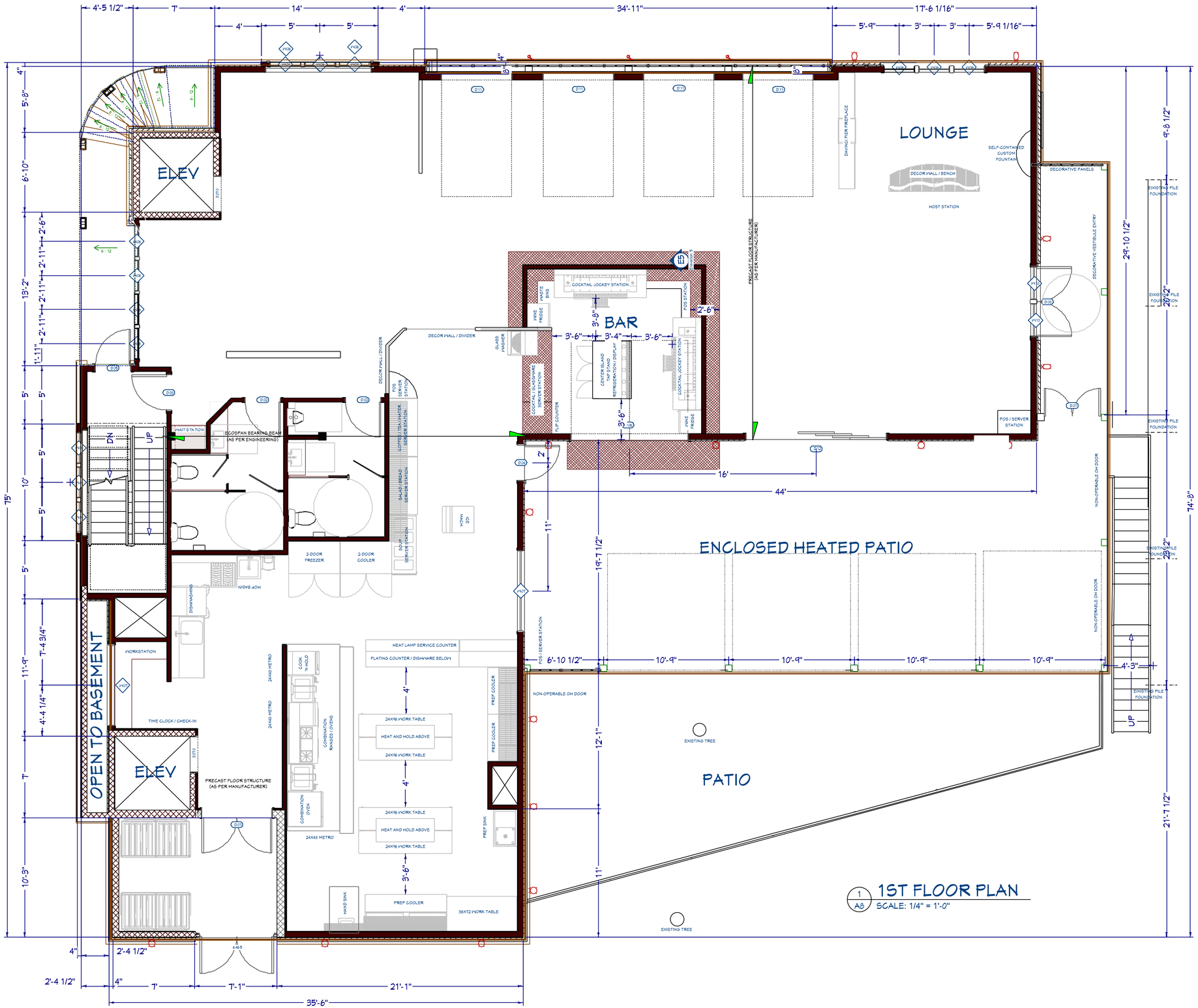
PROJECT DESCRIPTION:
THE CHEEL / PHOENIX CLUB
BARKHA & JESSE DAILY
105 BUNTROCK AVE
THIENSVILLE, WI 53092

DRAWINGS PROVIDED BY:
BROOKWATER GROUP
1516 HILL ROAD
GREENLEAF, WI 54126
414-333-2310 www.thebrookwatergroup.com

DATE: 2/12/2021

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

SHEET: A-7



1 A8 1ST FLOOR PLAN
SCALE: 1/4" = 1'-0"

BROOKWATER Designs
A DIVISION OF BROOKWATER GROUP, INC.

NO.	DESCRIPTION	BY	DATE
1	BID PLANS	AMB	01/26/20

SHEET TITLE: THE CHEEL FLOOR PLAN

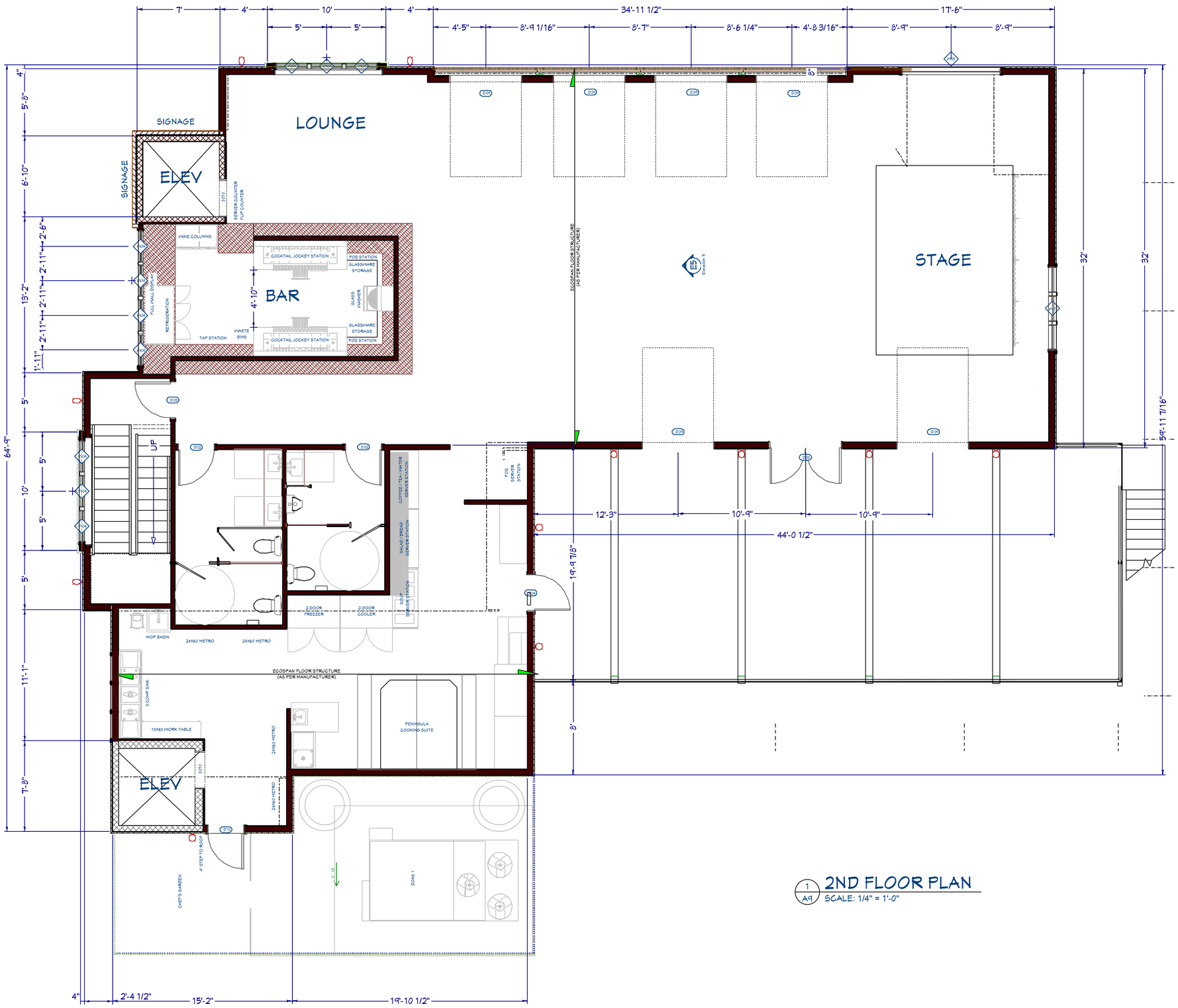
PROJECT DESCRIPTION: THE CHEEL / PHOENIX CLUB
BARKHA & JESSE DAILY
105 BUNTROCK AVE
THIENSVILLE, WI 53092

DRAWINGS PROVIDED BY: BROOKWATER GROUP
1516 HILL ROAD
GREENLEAF, WI 54126
414-333-2310 www.thebrookwatergroup.com

DATE: 2/12/2021

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

SHEET: A-8



1 A9 2ND FLOOR PLAN
SCALE: 1/4" = 1'-0"

BROOKWATER Designs
A DIVISION OF BROOKWATER GROUP, INC.

NO.	DESCRIPTION	BY	DATE
1	BID PLANS	AMB	01/26/20

SHEET TITLE:
THE PHOENIX CLUB
FLOOR PLAN

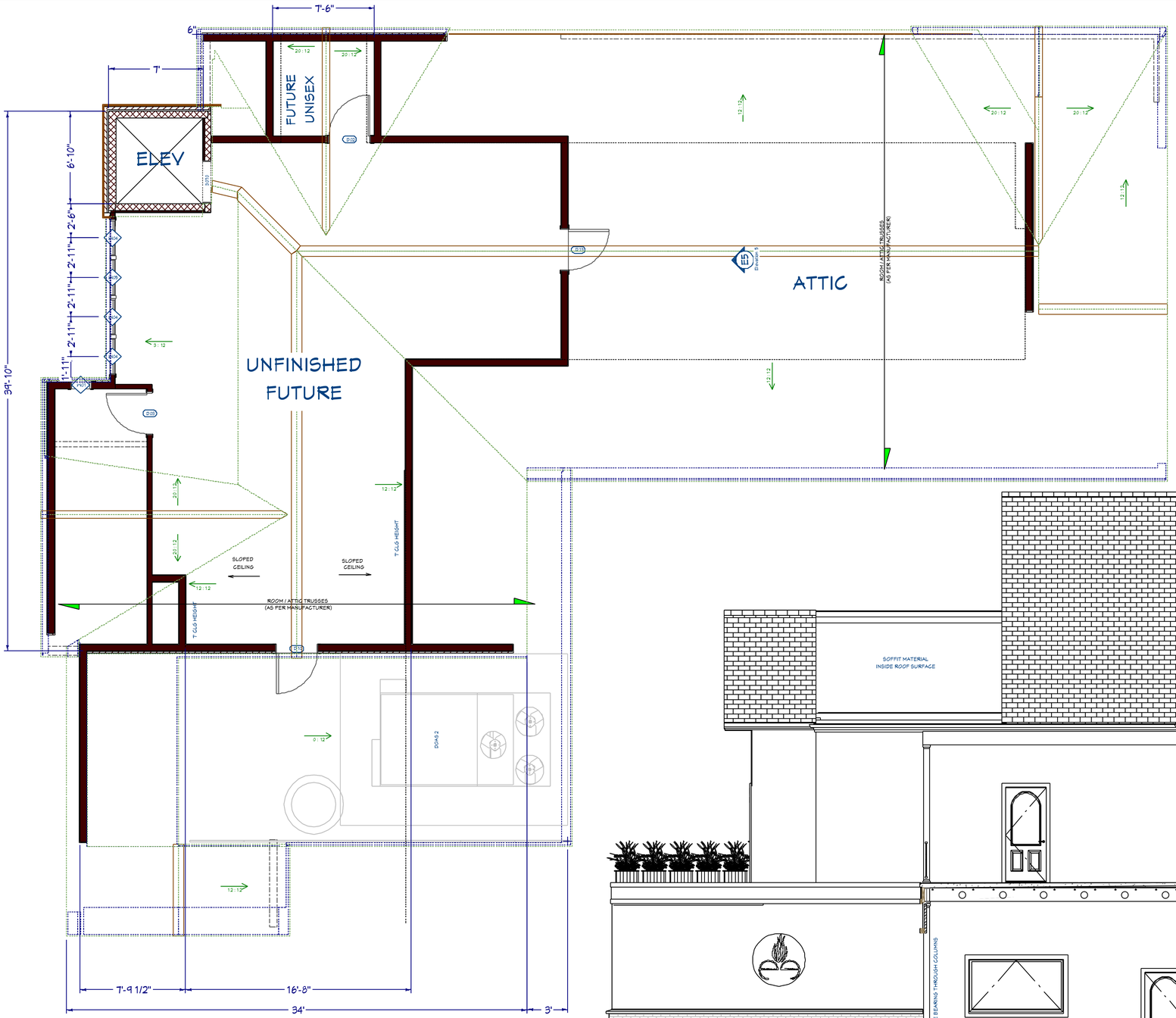
PROJECT DESCRIPTION:
THE CHEEL / PHOENIX CLUB
BARKHA & JESSE DAILY
105 BUNTROCK AVE
THIENSVILLE, WI 53092

DRAWINGS PROVIDED BY:
BROOKWATER GROUP
1516 HILL ROAD
GREENLEAF, WI 54126
414-333-2310 www.thebrookwatergroup.com

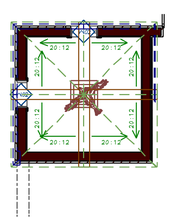
DATE:
2/12/2021

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

SHEET:
A-9



1 A10 ROOF PLAN
SCALE: 1/4" = 1'-0"



2 A10 TOWER ROOF PLAN
SCALE: 1/4" = 1'-0"

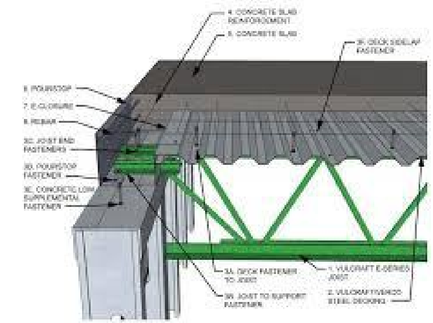
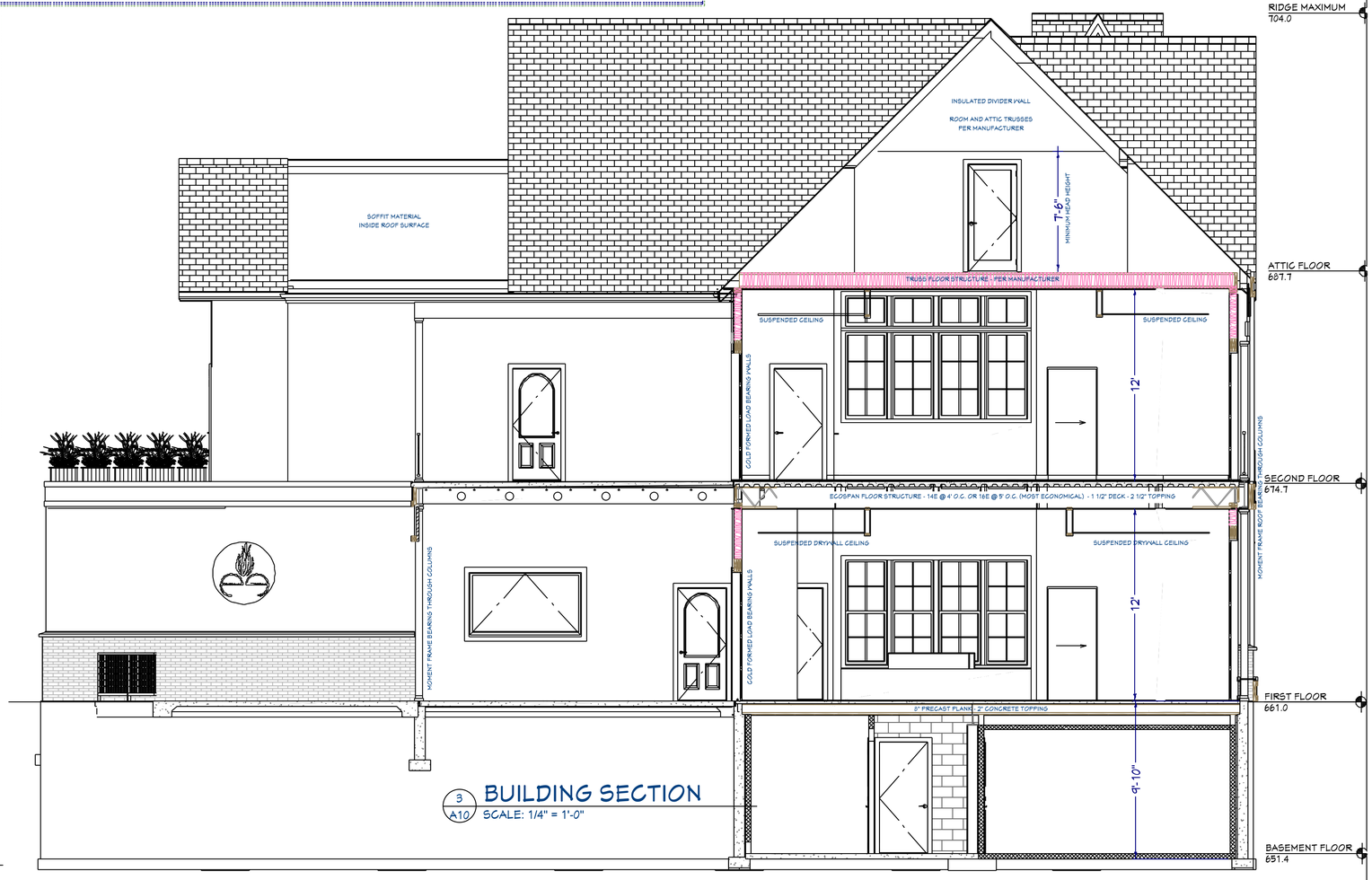


Figure 5-3. Ecospan® System Components and LGM Components

4 A10 ECOSPAN DETAIL
SCALE: NONE



3 A10 BUILDING SECTION
SCALE: 1/4" = 1'-0"

BROOKWATER Designs
A DIVISION OF BROOKWATER GROUP, INC.

NO.	DESCRIPTION	BY	DATE
1	BID PLANS	AMB	01/26/20

SHEET TITLE:
ROOF PLAN
BLDG CROSS SECTION

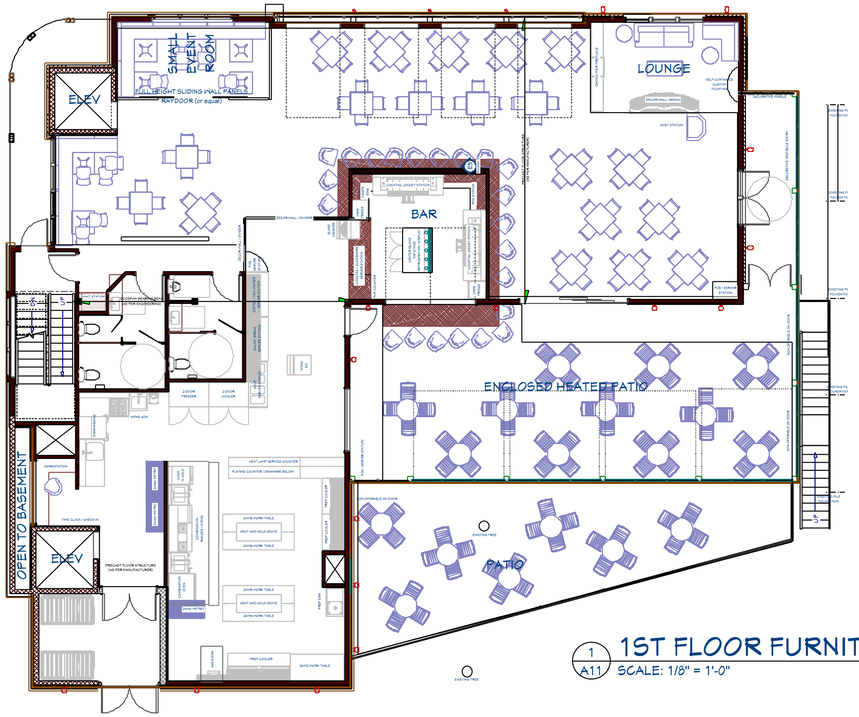
PROJECT DESCRIPTION:
THE CHEEL / PHOENIX CLUB
BARKHA & JESSE DAILY
105 BUNTROCK AVE
THIENSVILLE, WI 53092

DRAWINGS PROVIDED BY:
BROOKWATER GROUP
1516 HILL ROAD
GREENLEAF, WI 54126
414-333-2310 www.thebrookwatergroup.com

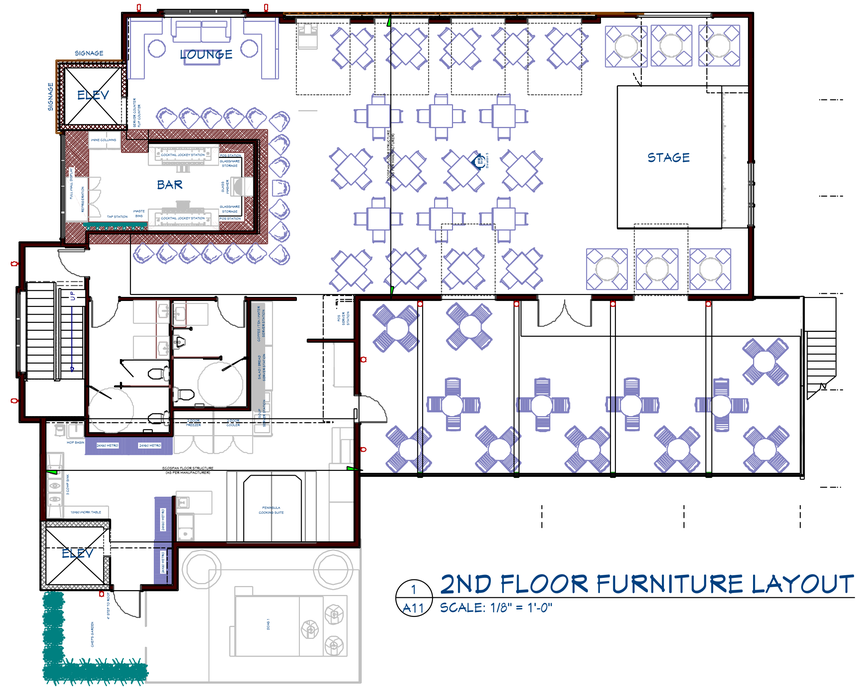
DATE:
2/12/2021

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

SHEET:
A-10



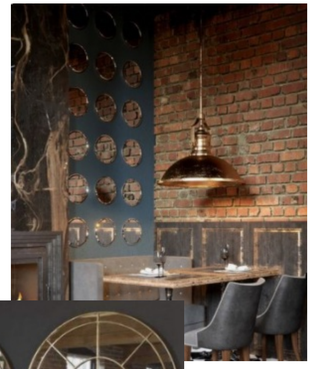
1 A11 1ST FLOOR FURNITURE LAYOUT
SCALE: 1/8" = 1'-0"

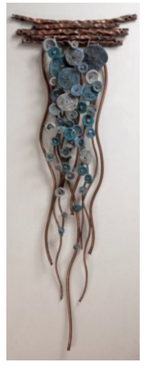


1 A11 2ND FLOOR FURNITURE LAYOUT
SCALE: 1/8" = 1'-0"

WALL PANELING DETAILS

WALL ACCENT DETAILS





MOOD BOARD

BROOKWATER Designs
A DIVISION OF BROOKWATER GROUP, INC.

NO.	DESCRIPTION	BY	DATE
1	BID PLANS	AMB	01/26/20

SHEET TITLE:
FURNITURE LAYOUT
INTERIOR FINISHES

PROJECT DESCRIPTION:
THE CHEEL / PHOENIX CLUB
BARKHA & JESSE DAILY
105 BUNTROCK AVE
THIENSVILLE, WI 53092

DRAWINGS PROVIDED BY:
BROOKWATER GROUP
1516 HILL ROAD
GREENLEAF, WI 54126
414-333-2310 www.thebrookwatergroup.com

DATE:
2/12/2021

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

SHEET:
A-11

COUSIN'S SUBS SIGN CODE WAIVER/PLAN APPROVAL

To: Thiensville Plan Commission **Prepared by**: Jon Censky, Village Planner

Agenda Item: **III.D.** **Date:** March 9, 2021

General Information

Applicant:	Eric Rohs – Sign Effectz
Status of Applicant:	Sign design firm
Location:	253 N. Main Street
Requested Action:	Sign face replacement
Existing Zoning:	B-2 Shopping Center District

Report:
Commission members will recall that the former owner of the Cousins Sub Shop was before you last October seeking a waiver to the Sign Code to reface the existing pole sign. That request was tabled, and the applicant was asked to work with Village staff, and the property owner, to bring their sign package into compliance with the Village's Sign Code. Since that meeting, the owner has sold the business and the new owner is now here requesting approval of their new wall mounted sign. The proposed sign measures 13.3' by 2' for 26.6 square feet in size and the sign will be interior lit with a white acrylic face and a black Jewelite trim cap.

Staff Comments:
Staff notes that the proposed sign is unlike all other wall mounted signs in this shopping center. Most of the existing signs have an acrylic red face and those that are not red are of an opaque dark color as suggested in the Sign Code. Moreover, this sign goes against the spirit and intent of the code where **Section 16.17 1. l.e.** states: **Internally lit signs shall be constructed with an opaque surface to allow internal light to only project through the cut-out lettering and/or logos. Dark colored backgrounds on signs are generally encouraged. Stark white or extremely bright background colors are discouraged.**

As stated above, the former owner was before you in October requesting sign code waiver to reface the existing free-standing pole sign with one of white letters on a red background. Commissions were concerned then, as you should be with this new wall sign, as this new sign will further the nonconformity to their signage. Accordingly, staff recommends denial of the wall mounted sign and asks the applicant and the site owner to work with staff on a sign package that will conform to the Village standards.

Village of Thiensville

Plan Commission Application

Property Address: 253 N Main St, Thiensville WI 53092

12-050-06-01-000
Tax Key #

B-2
Current Zoning

Property Owner

2MGA Enterprises
Name

420 N Madero Dr., Thiensville, WI 53092
Address

262-389-4906
Phone

anna@milasbakery.com
Email address

Applicant ☐ Same as owner

Eric Rohs - Sign Effectz, Inc.
Name

1827 W Glendale Ave., Milwaukee, WI 53209
Address

262-220-9220
Phone

ericr@signeffectz.com
Email address

Project description

Please describe your project in detail. Include details about height and dimensions, color, materials used and setbacks from the street and property lines. Provide any information that you believe will assist staff in reviewing and approving your request.

We are proposing to remove the existing "Cousins Subs" wall sign and replace it with the most current corporate sign design. The new sign will be internally illuminated, raceway mounted, individual channel letters that read, "COUSINS SUBS." The letters will have White acrylic faces with Black trim cap. The letter returns will be painted Black and the raceway will be painted to match the wall color. The over all size of the new sign is 24" Tall x 160" Wide for a total of 26.67 sq. feet.

Eric Rohs
Applicant's Signature

01/29/21
Date

A complete application along with the appropriate fees shall be submitted by the deadline stated on the meeting schedule to the Village Clerk In order for an application to be considered complete, the application shall include the required number of site plans/maps, and all of the necessary supporting information as indicated on the Project Review Checklist. The applicant is responsible to pay planner charges after a first half hour of planner time. Owner, architect, builder or owner's representative must attend the Plan Commission meeting for action to be taken. Work cannot begin until Plan Commission approval and paid and approved building permit.

Planner Fee Schedule: The Village provides the first half hour of the Village Planner's services. Anny additional plan review time is billed at $50.00/hr

Application Checklist: *Two Paper Copies and an electronic copy with files in PDF format (plan size 11X17) must be submitted for all applicable items below for planner review and the Plan Commission packet.*

☐ Submit scaled site plan with proposed location and setbacks with accurate dimensions indicating the property size, its relationship to surrounding properties, existing topography, key natural features and show the location of all existing and proposed:

A. Structures, showing all entrances B. Driveways & street access C. Parking areas D. Walkways E. Existing landscaping F. Abutting public and private streets G. Public easements H. Surrounding land uses and zoning I. Retaining walls J. Decorative accessories	K. Dumpster location and screening L. Location, color, message, dimensions and materials of all signs M. Location, size and character of dedicated or private open space N. Location of sanitary sewer, storm sewer, water mains and services and storm water detention facilities O. Floor plan of building or addition

☐ Storm water management plan.

☐ Completed building permit application (including two full size plan sets with state stamp for commercial and multi-family).

☐ Grading plan showing existing and finished grades.

☐ Professionally prepared landscape plan.

☐ Lighting plan; photometric plan, type of fixtures, wattage and location and height of lighting structures.

☐ Topographic data or pertinent grade elevations, if necessary, for proper remodeling of existing buildings showing finished exterior treatment.

☐ Colored elevations of proposed buildings, structures and fencing, or of proposed remodeling of existing buildings, showing finished exterior treatment and a listing of building materials.

Is property in Thiensville's Historic District? ☐ Yes ☒ No

If yes, you must apply for a Certificate of Appropriateness with the Historic Preservation Commission. Complete the COA application. Attendance at HPC meeting is required

*All Commercial and Multi-Family projects including any change of occupancy, change of use, or construction/alteration must be submitted to the Thiensville Fire Department for review, approval, and inspections.

= =

VILLAGE STAFF REVIEW

☐ Application Complete. Items needed: ____

Submitted to Village Planner on __________ Planner Staff Report Completed on ___________

Plan Commission Meeting Date __________

☐ Historic Preservation Approval (if needed) on ___________

ADDITIONAL REMARKS/CONDITIONS:

_________________________ _____________________ __________________________

Village Staff Title Date

SAFEbuilt

UNIFORM SIGN PERMIT APPLICATION

PERMIT NO.

TAX KEY # 12-050-06-01-000

ISSUING MUNICIPALITY

☐ TOWN ☑ VILLAGE ☐ CITY

OF Thiensville

PROJECT LOCATION (BUILDING ADDRESS): 253 N Main street

PROJECT DESCRIPTION: New Cousins Subs wall sign

● COMMERCIAL ☐ RESIDENTIAL

Owner's Name	Mailing Address	Telephone - Include Area Code
John C. Stewart Jr.	W142 N10247 Berrywood Lane, Germantown, WI 53022	414-881-7515

Contractor's Name	Mailing Address	Telephone - Include Area Code
Eric Rohs - Sign Effectz, Inc.	1827 W Glendale Ave., Milwaukee, WI 53209	262-220-9220

SITE

_____ 1/4, _____ 1/4, SECTION _____, T _____ N, R _____ E(or)W

Lot: Average Width	Average Depth	Subdivision Name	Lot No.	Block No.

Zoning District	Total Area	Setbacks N.S.E.W.	Front	Rear	Left	Right
B-2			Ft.	Ft.	Ft.	Ft.

1. PROJECT
☑ New ☐ Repair
☐ New ☐ Raze
☐ New ☐ Move
☐ Other _____

3. TYPE
☐ Residential
☑ Commercial
☐ Other _____

4. USE
☐ Seasonal
☑ Permanent
☐ Other _____

7. SIGN TYPE
☑ Wall ☐ Ground
☐ Projecting ☐ Roof
☐ Pole ☐ Other

10. PRESENT USE OR OCCUPANCY
Cousins Subs

2. AREA - SIGN FACE
1st Side 22.67 Sq. Ft.
2nd Side _____ Sq. Ft.
Other _____ Sq. Ft.
TOTAL 22.67 Sq. Ft.

5. HEIGHT
10'-6" to bottom of sign.

8. ILLUMINATED
☑ Internally
☐ Externally

9. ESTIMATED COST
TOTAL $ 3,500.00

EXISTING SIGNS
Multi-Tenant Building

6. SHORELAND/FLOODLAND
Shore setback _____ feet from sign to ordinary high water mark.
Floodplain setback _____ feet from sign to 100 year floodplain.

TYPE OF MATERIAL
☐ Wood ☑ Metal ☐ Other
☑ Plastic ☐ Canvas _____

EXISTING SIGN
Sign 1 Size: Width _____ Height _____
Setback _____ Offset _____
Sign 2 Size: Width _____ Height _____
Setback _____ Offset _____

PLAT OF SURVEY INCLUDING THE FOLLOWING INFORMATION:
1) Location and dimensions of Lot. 2) Location and dimensions of all existing and proposed buildings on the Lot. 3) Location, centerline and grade of all abutting streets. 4) Floor elevation of proposed new buildings. 5) High water line of any water body which Lot abuts. 6) Location of any existing or proposed wells, septic systems, public sewer or water mains on the Lot. 7) Location of any proposal and existing signs.

The applicant agrees to comply with the Municipal Ordinances and with the conditions of this permit; understands that the issuance of the permit created no legal liability, express of implied, of the Department, Municipality, Agency or Inspector; and certifies that all the above information is accurate.

SIGNATURE OF APPLICANT Eric Rohs DATE 1/29/21

CONDITIONS OF APPROVAL This permit is issued pursuant to the following conditions. Failure to comply may result in suspension or revocation of this permit or other penalty.

FEES:	PERMIT(S) REQUIRED	PERMIT EXPIRATION:	PERMIT ISSUED BY MUNICIPAL AGENT:
Plan Review Fee _____	☐ Construction _____	Permit expires two years from day issued unless otherwise noted below:	Name _____
Inspection Fee _____	☐ HVAC _____		Date _____
Administration Fee _____	☐ Electrical _____		Certification No. _____
Other _____ _____	☐ Plumbing _____		
	☐ Other _____		
Total _____			

White - Municipal Files Yellow - Applicant Pink - Clerk/Assessor

Wisconsin Uniform 10/17

SIGN REVIEW APPLICATION - $150.00 FEE
Please Allow Two (2) Weeks for Sign Review

THIS APPLICATION BEGINS THE REVIEW PROCESS BY OUR PLANNING CONSULTANT JON CENSKY WHO PERFORMS INITIAL REVIEW OF THE SIGN(S). The sign specifications must be submitted to the Village Hall at least 2 weeks prior to the Plan Commission and/or the Historic Preservation Commission meeting for review by Jon Censky. If in the Historic District, you must attend a Historic Preservation Commission meeting prior to Plan Commission.

Mr. Censky will review the sign(s) to see if they meet the Village Sign Code requirements and make a recommendation to the Plan Commission via a written report. At this time **SEVEN (7) FULL SIZE COPIES OF THE COLORED SIGN GRAPHICS AND ONE SCALE SITE PLAN** are required in addition to submittal of the **SIGN PERMIT APPLICATION** form to the Village Hall, 250 Elm Street, Thiensville two weeks prior to the meetings. Additional copies may be required upon request from Village staff.

Applicant/Petitioner Name Eric Rohs - Sign Effectz, Inc.

Premises Address 253 N. Main Street

Business Name Cousins Subs Business Phone 262-242-9198

Property Owner Anna Balalinsky / 2MGA Enterprises Address 420 N Madero Dr., Thiensville, WI 53092

Property Owner Phone 262-389-4906 E-mail anna@milasbakery.com

Contractor Sign Effectz, Inc. Address 1827 W Glendale Ave., Milwaukee, WI 53209 E-mail ericr@signeffectz.com

Contractor Phone 262-220-9220 Contractor Fax _____

Estimated Project Cost: $ 3,500.00

Sign(s) requested: (check all that apply) ✓ Wall _____ Monument _____ Projecting

_____ Marquee, Awning or Canopy _____ Sandwich Board _____ On-site Directional Signs

Colored plans must include a scaled sketch of the proposed sign labeling dimensions and area, lettering (including height), colors, types of materials, method of illumination, height and dimensions of the pole or mounting bracket, and date of preparation. A summary of all existing signs that will remain on the site (including dimensions) is also required. Color and material samples must be provided for sign review.

Wall Sign, Marquee, Canopy or Awning Sign proposals must specify building elevation or a photograph of the façade on which it will be located, including a dimensioned shape showing where the sign will be placed and what size it will be.

Ground Mounted Signs and On-Site Directional Sign proposals require submittal of a scaled, dimensioned site plan, plot plan, or survey showing the proposed sign location in relation to driveways, parking areas, sidewalks, property lines, streets, and other signs on and within 20 feet of the property.

Projecting Sign proposals must specify the distance from the street curb, distance sign projects from building, the clearance from the measured grade level to the bottom of the sign, that there are no more than two faces for the projecting sign and must show that the sign, including both faces, is perpendicular to the building.

Sandwich Board Signs require submittal of a scaled, dimensioned colored graphic of the proposed sign and proposed placement of sandwich board sign.

If necessary, additional fees will be billed at an hourly rate for consulting, legal and engineering review.

After approval from the Village Plan Commission, a Sign Permit is required from the Village Inspection Department.

Signature of Applicant Eric Rohs Date 1/29/21

Signature of Owner _____ Date _____

VILLAGE OF THIENSVILLE

SIGN REVIEW FEE SCHEDULE - CONSULTANT

Sign Review Includes	Application Fee	Revision Fee	Receipt #
Sign Plan Package for Entire Site, including all wall, ground, canopy and directional signs	**$150.00***	**$100.00***	
Individual Wall Sign, projecting sign, ground sign, canopy sign or directional signs	**$150.00***	**$100.00***	
Permanent Window Signage or Individual Tenant Sign on an existing Master Tenant Sign	**$150.00***	**$100.00***	
All others including temporary signs	**$150.00***	**$100.00***	

* Plus any additional costs of the Planning Consultant's review at the rate of $50/hour.

If needed, additional review time for planning, engineering and legal services will be billed back to the applicant and no Permits or approvals will be given until all invoices are paid.

Revised 5/2018

SIGN REVIEW APPLICATION - $150.00 FEE
Please Allow Two (2) Weeks for Sign Review

THIS APPLICATION BEGINS THE REVIEW PROCESS BY OUR PLANNING CONSULTANT JON CENSKY WHO PERFORMS INITIAL REVIEW OF THE SIGN(S). The sign specifications must be submitted to the Village Hall at least 2 weeks prior to the Plan Commission and/or the Historic Preservation Commission meeting for review by Jon Censky. If in the Historic District, you must attend a Historic Preservation Commission meeting prior to Plan Commission.

Mr. Censky will review the sign(s) to see if they meet the Village Sign Code requirements and make a recommendation to the Plan Commission via a written report. At this time **SEVEN (7) FULL SIZE COPIES OF THE COLORED SIGN GRAPHICS AND ONE SCALE SITE PLAN** are required in addition to submittal of the **SIGN PERMIT APPLICATION** form to the Village Hall, 250 Elm Street, Thiensville two weeks prior to the meetings. Additional copies may be required upon request from Village staff.

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Property Owner Phone 262-389-4906 E-mail anna@milasbakery.com

Contractor Sign Effectz, Inc. Address 1827 W Glendale Ave. Milwaukee, WI 53209 E-mail ericr@signeffectz.com

Contractor Phone 262-220-9220 Contractor Fax

Estimated Project Cost: $ 3,500.00

Sign(s) requested: (check all that apply) ✓ Wall ____ Monument ____ Projecting

____ Marquee, Awning or Canopy ____ Sandwich Board ____ On-site Directional Signs

Colored plans must include a scaled sketch of the proposed sign labeling dimensions and area, lettering (including height), colors, types of materials, method of illumination, height and dimensions of the pole or mounting bracket, and date of preparation. A summary of all existing signs that will remain on the site (including dimensions) is also required. Color and material samples must be provided for sign review.

Wall Sign, Marquee, Canopy or Awning Sign proposals must specify building elevation or a photograph of the façade on which it will be located, including a dimensioned shape showing where the sign will be placed and what size it will be.

Ground Mounted Signs and On-Site Directional Sign proposals require submittal of a scaled, dimensioned site plan, plot plan, or survey showing the proposed sign location in relation to driveways, parking areas, sidewalks, property lines, streets, and other signs on and within 20 feet of the property.

Projecting Sign proposals must specify the distance from the street curb, distance sign projects from building, the clearance from the measured grade level to the bottom of the sign, that there are no more than two faces for the projecting sign and must show that the sign, including both faces, is perpendicular to the building.

Sandwich Board Signs require submittal of a scaled, dimensioned colored graphic of the proposed sign and proposed placement of sandwich board sign.

If necessary, additional fees will be billed at an hourly rate for consulting, legal and engineering review.

After approval from the Village Plan Commission, a Sign Permit is required from the Village Inspection Department.

Signature of Applicant Eric Roks Date 1/29/21

Signature of Owner Daniel Balcalinsky Date 2/16/21

VILLAGE OF THIENSVILLE

SIGN REVIEW FEE SCHEDULE - CONSULTANT

Sign Review Includes	Application Fee	Revision Fee	Receipt #
Sign Plan Package for Entire Site, including all wall, ground, canopy and directional signs	**$150.00***	**$100.00***	
Individual Wall Sign, projecting sign, ground sign, canopy sign or directional signs	**$150.00***	**$100.00***	
Permanent Window Signage or Individual Tenant Sign on an existing Master Tenant Sign	**$150.00***	**$100.00***	
All others including temporary signs	**$150.00***	**$100.00***	

* Plus any additional costs of the Planning Consultant's review at the rate of $50/hour.

If needed, additional review time for planning, engineering and legal services will be billed back to the applicant and no Permits or approvals will be given until all invoices are paid.

Revised 5/2018

EAST ELEVATION

SignEffectz.inc™
SIGN & LIGHTING
1827 W. Glendale Ave. Milwaukee, WI 53209
414.264.5504
414.262.5564
www.signeffectz.com

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THIS SIGN IS INTENDED TO BE INSTALLED IN ACCORDANCE WITH THE REQUIREMENTS OF ARTICLE 600 OF THE NEC AND/OR OTHER APPLICABLE LOCAL CODES. THIS INCLUDES PROPER GROUNDING AND BONDING OF THE SIGN.

Cousins Thiensville

Fab & Install: Raceway mounted
24" Channel letters on East Elevation
Existing unit from Sheboygan store

Survey Needed

Project Address:
Cousins Subs
253 N Main Street
Thiensville, WI 530921

Description:	Date:	By:
01 Size Revised	02.02.21	JPG
02		
03		
04		
05		
06		
07		
08		
09		
10		

Concept Notes:

29322885 OPPORTUNITY NO.	A CONCEPT ID.	2 PACKAGE NO.
01/26/21 DATE:	XX"= 1'-0" SCALE:	
JPG DRAWN BY:	JCB ACCT MGR:	XXX CHECK BY:
B SIZE:	C-01 SHEET NO:	01 REV NO:
13481 QUOTE NO.		

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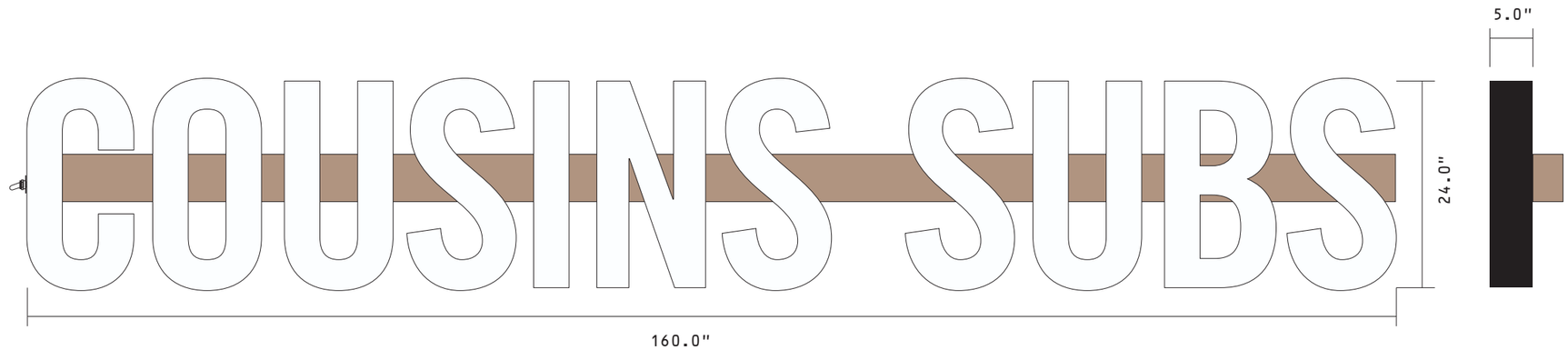

INSTALL EXISTING UNIT FROM SHEYBOYGAN STORE, SURVEY NEEDED

COLOR SCHEDULE:

- #7328 White Acrylic Faces
- 1" Jewelite Black Trim Cap
- Returns: MAP Black
- Raceway: PTM Building Exterior

EAST ELEVATION

SignEffectz.inc™
SIGN & LIGHTING

1827 W. Glendale Ave. Milwaukee, WI 53209
414.264.5504
414.262.5564
www.signeffectz.com

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Cousins Thiensville

Fab & Install: Raceway mounted
24" Channel letters on East Elevation
Existing unit from Sheboygan store

Survey Needed

Project Address:
Cousins Subs
253 N Main Street
Thiensville, WI 530921

	Description:	Date:	By:
01	Size Revised	02.02.21	JPG
02			
03			
04			
05			
06			
07			
08			
09			
10			

Concept Notes:

29322885 OPPORTUNITY NO.	A CONCEPT ID.	2 PACKAGE NO.
01/26/21 DATE:	3/4"= 1'-0" SCALE:	
JPG DRAWN BY:	JCB ACCT MGR:	XXX CHECK BY:
B SIZE:	C-02 SHEET NO:	01 REV NO:
13481 QUOTE NO.		

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SHULLY'S OUTDOOR PAVILION

To: The Thiensville Plan Commission

Prepared by: Jonathan Censky, Village Planner

Date: January 12, 2021

Item No. III. C

General Information

Applicant:	Shully's
Status of Applicant:	Property Owner
Requested Action:	Pavilion Approval
Zoning	B-1 Central Business; FFO Flood fringe overlay
Proposed Zoning:	No Change
Location:	146 Green Bay Road
Land Use Plan Designation:	Business
Existing Land Use:	Catering Business

Proposal:

The applicant is requesting approval of an outdoor pavilion directly south of their existing warehouse behind the Watermark. To support this pavilion, they propose a 20' extension to the exiting warehouse concrete slab. The proposed pavilion will be 2,800 square foot and is intended to be used for year-round outdoor dining. As indicated in their plans, the new pavilion will be fully enclosed but with large overhead doors on all elevations that can be raised or lowered depending on weather conditions. The building will be white with grey fascia and silver garage doors.

While the Zoning Code limits the number of principal structures on a lot to one in all non-commercial districts, it does allow more than one on lots zoned for business uses, but subject to Plan Commission approval. Specifically, **Section 17.0205 B. states that The Plan Commission may permit more than one structure per lot in districts (other than residential) where more than one structure is needed for the orderly development of the parcel. When additional structures are permitted, the Plan Commission may allow common wall construction on the lot or access adjacent lots or may impose additional yard requirements, landscaping requirements, or parking requirements, or may require a minimum separation distance between buildings.**

Staff notes that as the dining area on this site expands, we do have concerns about parking. More specifically, for this 2,800 square foot building, the code would require an additional 11 stalls. Staff notes however, that the requirements for the B-1 District seems somewhat flexible as **Section 17.0503,** states**: In all districts, except the B-1 Central Business District, and in connection with every use, there shall be provided at the time any use or building is erected, enlarged, extended, or increased, or sale of property, (within 6 months**

of sale) off-street parking stalls for all vehicles in accordance with the those regulations set forth herein, including compliance with all of the requirements for parking, landscaping, loading and driveways highway access. Businesses which do provide parking in the B-I District shall comply with the surfacing and design requirements of this section.

***Staff Comments*:**

Staff feels that the parking issue cannot be ignored and must be addressed. While its staff's understanding that the applicant has acquired the site directly across the street from their business and intends on removing the existing duplex and then constructing a parking lot, until that happens, the site will be deficient for the parking demand. My review indicates these plans are otherwise code compliant in regards to dimensional requirements. Accordingly, I recommend approval subject to:

- The total dining area on this site be restricted to the capacity limits imposed by the Fire Department for the main building. Therefore, the dining will then be split between indoor and outdoor areas, which combined, cannot exceed the capacity limits imposed for the indoor space
- Approval is subject to the Fire Department review and approval.
- Director of Public Works review and approval of the grading, drainage and erosion control plans.
- The applicant submitting a site survey for staff approval.
- The applicant razing the duplex on the site across the street, submitting plans for the new parking lot and then constructing the parking lot prior to securing the occupancy permit for use of the pavilion.
- The applicant securing a building permit prior to construction.

CERTIFICATE OF APPROPRIATENESS

APPLICATION FORM FOR PROPERTIES IN THE THIENSVILLE HISTORIC DISTRICT

Applicant: SCOTT AND BETH SHULLY

Name of Business: SHULLY'S CATERING INC

Street Address: 146 GREEN BAY RD City: THIENSVILLE State: WI Zip: 53092

Home Phone: 262.242.6633 Cell Phone: 4.801.6633 Business Phone: 262.242.6633

Email: sshully@shullyscuisine.com beth@shullyscuisine.com

Property Owner: SCOTT & BETH SHULLY

Mailing Address: 2309 LAGOON CT

City: MEQUON State: WI Zip: 53092

Contact Phone Number: SAME

Description of Project: CONSTRUCTION OF A 40'X70' OUTDOOR YEAR ROUND PAVILION

Material, color and impact on existing feature: (INCLUDE COLOR SAMPLES) and photos or sketches and include specifications.

GRAY METAL ROOF TO MATCH THE WATERMARK AND WAREHOUSE.
EXTERIOR TO BE GRAY FASCIA WITH WHITE TRIM AND SILVER FOR GARAGE DOOR WINDOWS

NONE Proposed Sign(s): Wall___ Monument/Ground___ Pole___ Projecting___ Marquee, Awning or Canopy___

Sandwich Board___ Directional Sign___ **(Please attach 9 copies of colored sign for HPC including size dimensions, material, and placement of sign)**

Signature of Applicant: [signature] Date: 12.21.20

Print Name SCOTT SHULLY

◆◆◆◆◆◆◆◆◆◆◆◆◆◆◆◆◆◆◆◆◆◆◆◆◆◆◆◆◆◆◆◆◆◆◆◆◆

Thiensville Historic Preservation Commission: Project Approved X Project Not Approved___

Commission Signature: Ronald Heinritz Date: 1/5/2021

(Comments/Stipulations from HPC): Lighting plan to be submitted at a later date.

Revised 4/19/2010

Village of Thiensville

Plan Commission Application

RECEIVED
FEB 2 4 2021
BY:

Property Address: 146 Green Bay Rd, Thiensville WI 53092

Tax Key #

Current Zoning

Property Owner

Beth e Scott Sholly
Name

146 Green Bay Rd
Address

414 510 6633
Phone

bethasholly s@visi.net
Email address

Applicant ☑ Same as owner

Name

Address

Phone

Email address

Project description

Please describe your project in detail. Include details about height and dimensions, color, materials used and setbacks from the street and property lines. Provide any information that you believe will assist staff in reviewing and approving your request.

A 40 x 70 Wooden Building w Galvanized Steel Roof
The building is an outdoor pavillion with garage doors to open it up for outdoor use.
The usage would be for patrons avoiding indoor closeness during covid. This building can be utilized instead of our tent which will add a cost effective and longer seasonal use.

Beth Sholly
Applicant's Signature

Feb 18 2021
Date

A complete application along with the appropriate fees shall be submitted by the deadline stated on the meeting schedule to the Village Clerk In order for an application to be considered complete, the application shall include the required number of site plans/maps, and all of the necessary supporting information as indicated on the Project Review Checklist. The applicant is responsible to pay planner charges after a first half hour of planner time. Owner, architect, builder or owner's representative must attend the Plan Commission meeting for action to be taken. Work cannot begin until Plan Commission approval and paid and approved building permit.

Planner Fee Schedule: The Village provides the first half hour of the Village Planner's services. Anny additional plan review time is billed at $50.00/hr

Application Checklist: *Two Paper Copies and an electronic copy with files in PDF format (plan size 11X17) must be submitted for all applicable items below for planner review and the Plan Commission packet.*

☑ 11X17 Submit scaled site plan with proposed location and setbacks with accurate dimensions indicating the property size, its relationship to surrounding properties, existing topography, key natural features and show the location of all existing and proposed:

A. Structures, showing all entrances	K. Dumpster location and screening
B. Driveways & street access	L. Location, color, message, dimensions and materials of all signs
C. Parking areas	M. Location, size and character of dedicated or private open space
D. Walkways	N. Location of sanitary sewer, storm sewer, water mains and services and storm water detention facilities
E. Existing landscaping	O. Floor plan of building or addition
F. Abutting public and private streets	
G. Public easements	
H. Surrounding land uses and zoning	
I. Retaining walls	
J. Decorative accessories	

11X17

☑ Storm water management plan.

☐ Completed building permit application (including two full size plan sets with state stamp for commercial and multi-family). Scott - permit - need to go to state -

11X17

☑ Grading plan showing existing and finished grades.

☑ Professionally prepared landscape plan. NONE Needed - Lawn

☑ Lighting plan; photometric plan, type of fixtures, wattage and location and height of lighting structures. Fixtures attached

☑ 4 Topographic data or pertinent grade elevations, if necessary, for proper remodeling of existing buildings showing finished exterior treatment.

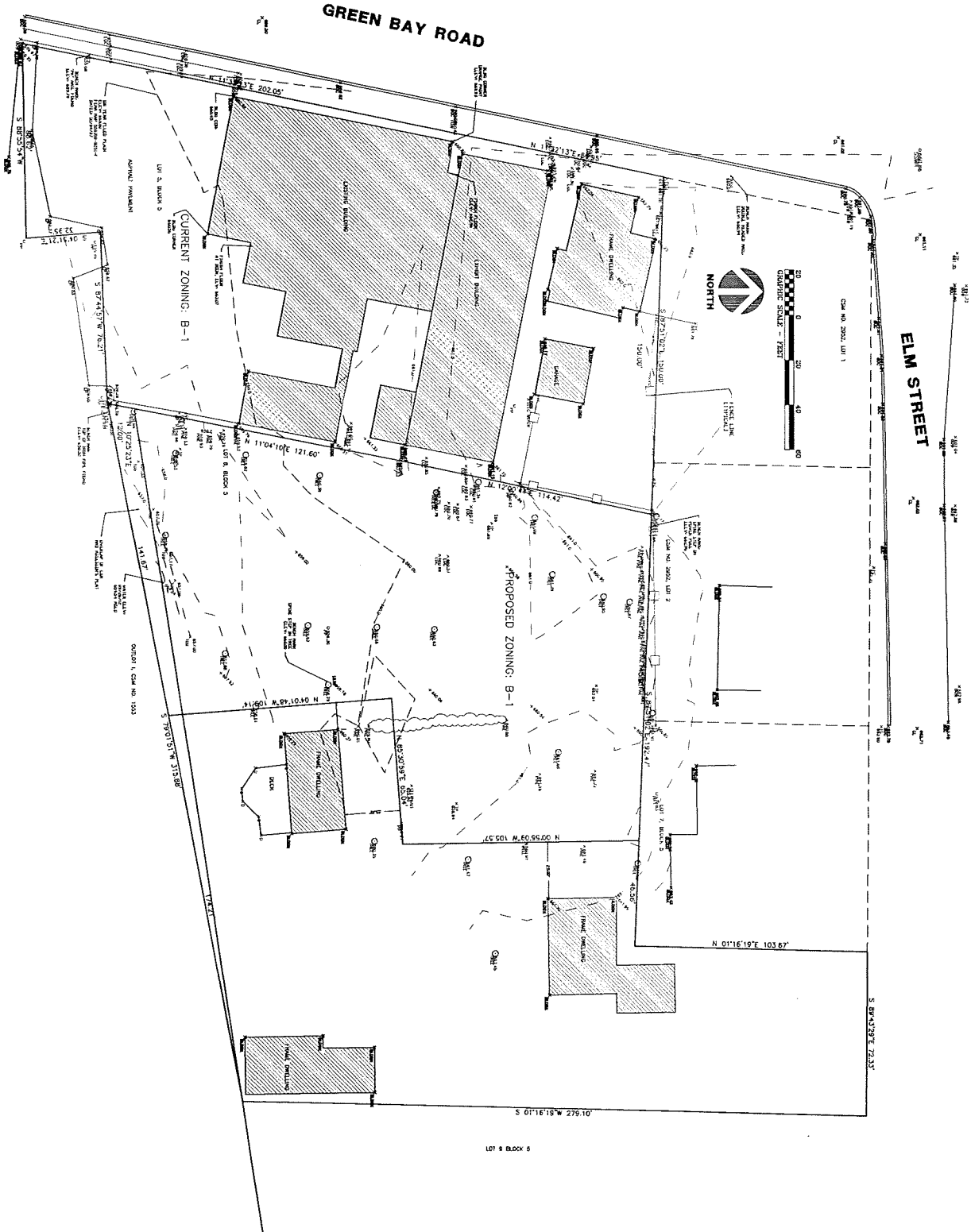
☑ Colored elevations of proposed buildings, structures and fencing, or of proposed remodeling of existing buildings, showing finished exterior treatment and a listing of building materials.

Is property in Thiensville's Historic District? ☒ Yes ☐ No

If yes, you must apply for a Certificate of Appropriateness with the Historic Preservation Commission. Complete the COA application. Attendance at HPC meeting is required

*All Commercial and Multi-Family projects including any change of occupancy, change of use, or construction/alteration must be submitted to the Thiensville Fire Department for review, approval, and inspections.

20' x 40'
26'



Sheet 1 of 1

VILLAGE OF THEINSVILLE

PROJECT:

TOPOGRAPHIC INFORMATION

PREPARED FOR: DAVID SALVAGGIO

DRAWN BY:	PLB	REVISIONS:	DATE
CHECKED BY:	PLB	10/12/12: ADDED BENCH MARKS	
PLOT SCALE:	1 = 20		
DATE:	08/26/2012		
JOB NO.:	2012087		
DWG. FILE:	JN20121457	CLIENT NO.	04398

AMERICAN SURVEYING COMPANY, INC.
12207 C.T.H. "K" FRANKSVILLE, WISCONSIN 53126
TEL. (262) 835-4774 FAX: (262) 835-2379
beauforcbailey@hotmail.com

Decoration
Lighting

About Manufacturer
Write A Review

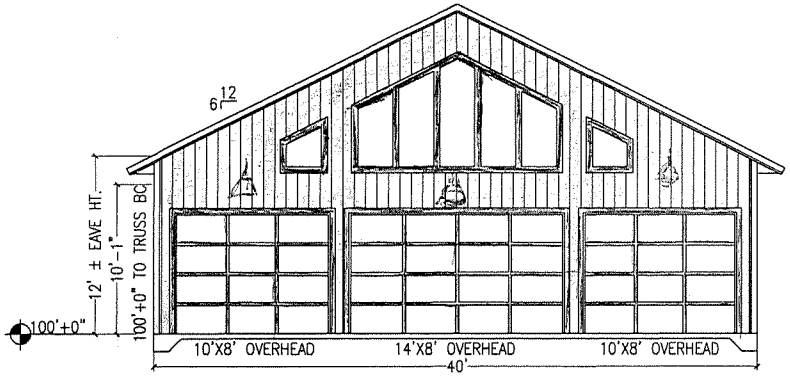
Wish List Email Print Specs

Hover or Click to Zoom

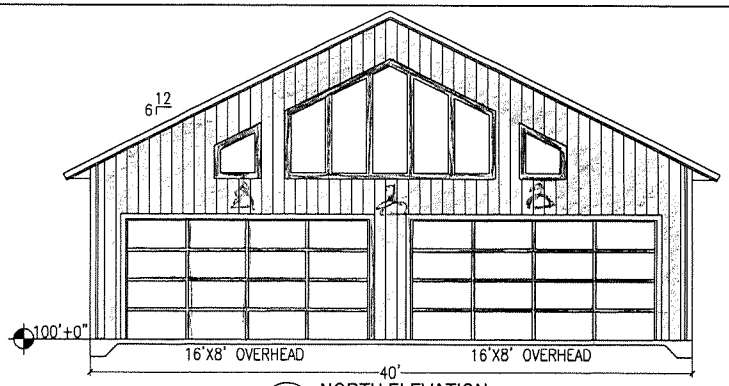
Shown with light off.

- Specifications
- Description

Bulb Type:	Incandescent
Bulb Shape:	A-Type
Base Type:	Medium
Number Of Bulbs:	1
Bulb Included:	No
Bulb Dimmable:	Yes
Dark Sky:	Yes
EnergyStar Compliant:	No
Shade Material:	Metal
Material:	Aluminum
Shipping:	UPS Regular
Certification Agencies:	ETL, CETL
Backplate Dimension:	4.625
Wet Location:	Yes
Damp Location:	Yes



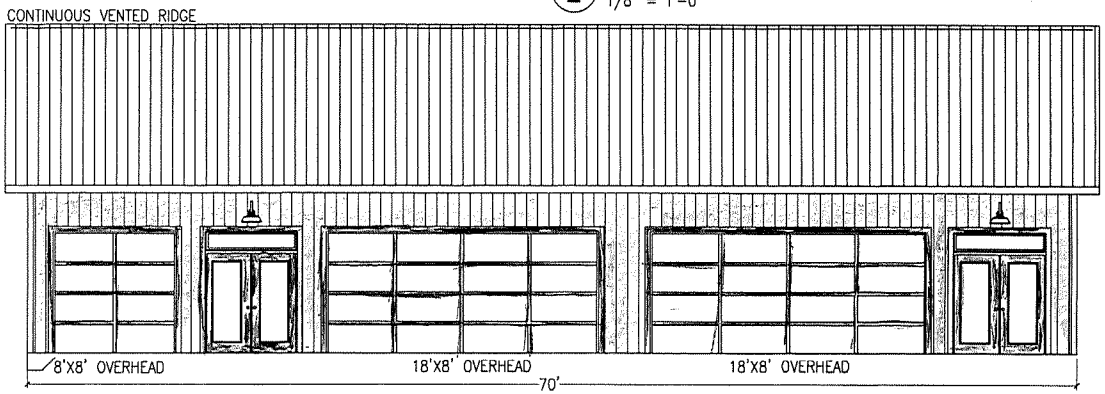
1 SOUTH ELEVATION
1/8" = 1'-0"



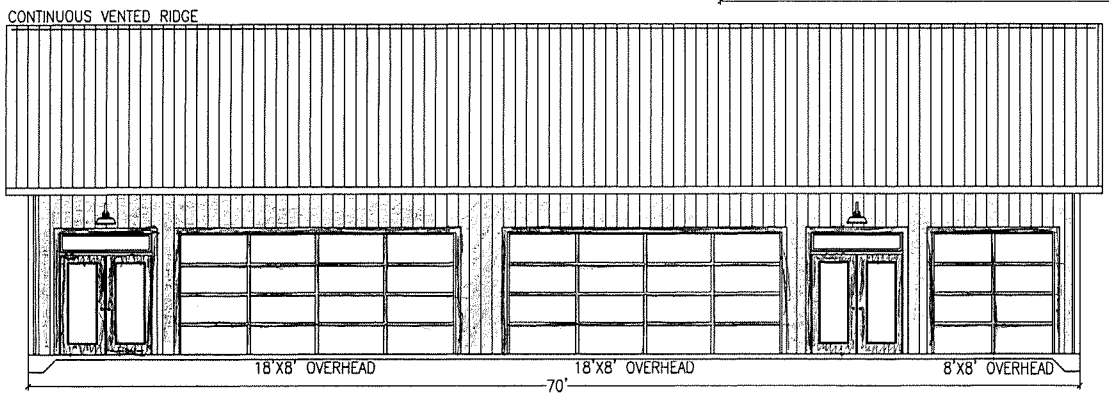
2 NORTH ELEVATION
1/8" = 1'-0"

PRELIMINARY DRAWING

CONTRACT SPECIFICATIONS TAKE PRECEDENCE OVER BUILDING PLANS



3 WEST ELEVATION
1/8" = 1'-0"



4 EAST ELEVATION
1/8" = 1'-0"

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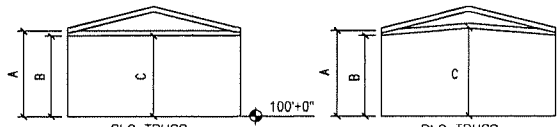
Quality Post Frame Buildings
W8856 COUNTY RD. T
ROSENDALE, WI. 54974
PHONE(920)922-7010
FAX(920)922-9093
www.rapinno.com

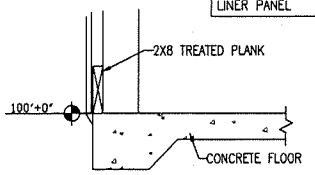
SHULLYS
40'X70'X10' - COMMERCIAL BUILDING
ELEVATIONS

DRAWING NO. 20-346
DRAWN BY: PLS
SCALE: AS SHOWN
DATE: 1/18/2020
REVISIONS

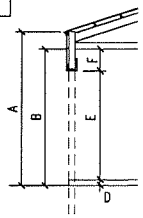
SHEET NO. 1 OF 2



NOTE:
CEILING HEADROOM WILL BE LESS WITH DRYWALL OR LINER PANEL



CONCRETE FLOOR SPECIFICATIONS PER CONTRACT



A = EAVE HEIGHT	12'-0"
B = TRUSS CLEARANCE AT HEEL	10'-1"
C = TRUSS CLEARANCE AT CENTER OF BUILDING	10'-1"
CLEARANCE MAY BE REDUCED BY FINISHED FLOOR HEIGHT	
D = OVERHEAD FRAME OUT BOTTOM ELEVATION	100'-0"
E = OVERHEAD FRAME OUT HEIGHT	8'
F = ACTUAL HEADROOM AVAILABLE	24"

HEADROOM REQUIRED TO TURN THE DOOR MUST BE LESS THAN THE ACTUAL HEADROOM AVAILABLE

NOTES:

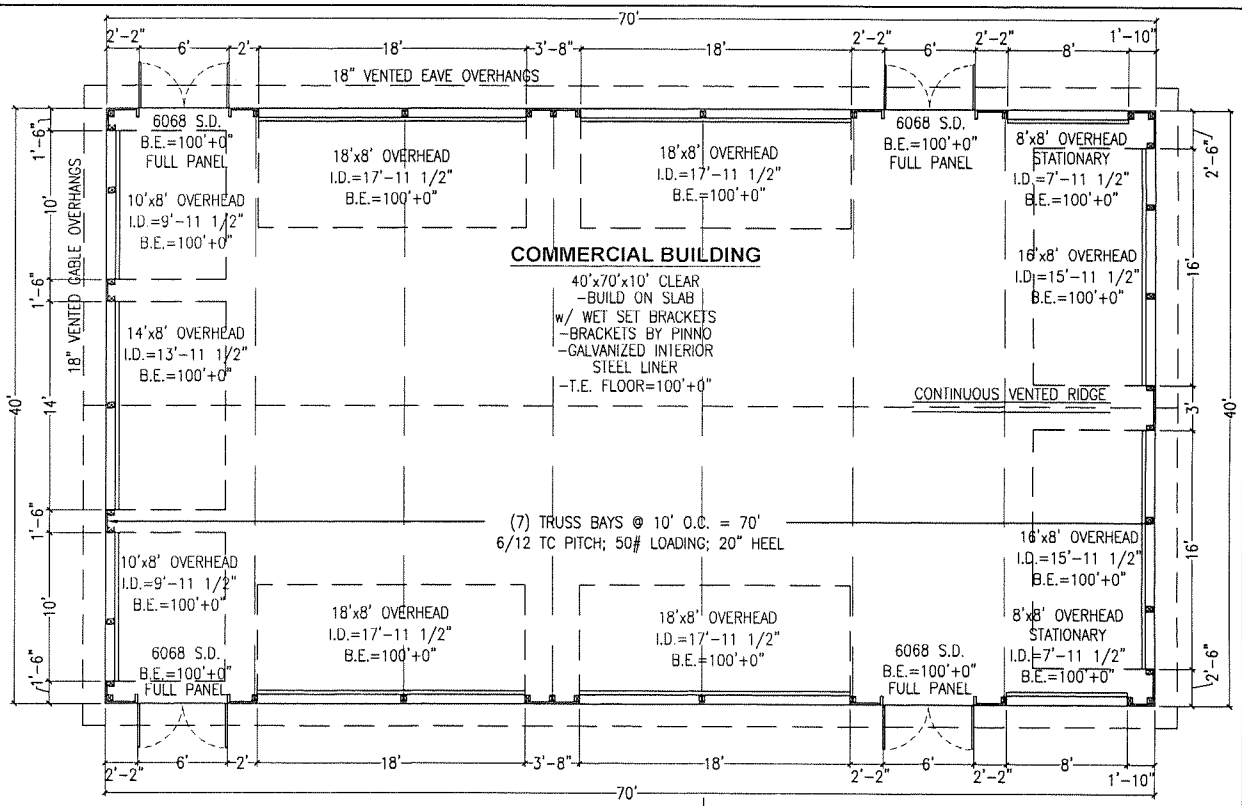
1. INDICATE ANY POWER LINES WITHIN 10' OF BUILDING SITE.
2. ARE THERE ANY BUILDINGS WITHIN 10' OF BUILDING SITE?
   YES ____ NO ____
   IF SO, THEN SEND PICTURE OF BUILDING OR LIST THE CONDITION OF BUILDING _____
3. INDICATE ANY UNDERGROUND UTILITIES, i.e. SEWER; WATER; ELECTRIC; ETC. IF NONE CIRCLE NONE
   NONE LIST _____
4. ACTUAL WIDTH OF SLIDE DOOR CLEARANCE WILL BE 6" LESS THAN NOMINAL DOOR SIZE, AND 12" LESS IF DOOR IS OFF THE CORNER. EXAMPLE: IF NOMINAL SLIDE DOOR IS 10'-0" WIDE, THE ACTUAL CLEARANCE IS 9'-6" ON STANDARD DOOR, OR 9'-0" IF DOOR IS OFF THE CORNER.

CLASSIFICATION OF BUILDING:

SHOP BUILDING ____ COMMERCIAL X EQUINE ____
AG & PERSONAL STORAGE ____ LEAN ____ OTHER ____

CUSTOMER NAME SHULLYS
EXACT PLAN AND DOOR LOCATION APPROVED BY:

CUSTOMER SIGNATURE



1 FLOOR PLAN
1/8" = 1'-0"

N

PRELIMINARY DRAWING

CONTRACT SPECIFICATIONS TAKE PRECEDENCE OVER BUILDING PLANS

BUILDING COLORS:

SIDE		BOTTOM TRIM	
GABLE		CORNER TRIM	
ACCENTS		ROOF	
WALK DOOR		RIDGE CAP	
WINDOWS		GABLE TRIM	
DOOR/WINDOW TRIM		FASCIA TRIM	
OVERHEAD DOOR		EAVE TRIM	
OVHD. DOOR TRIM		SOFFIT	
SLIDE DOOR		SOFFIT F&J TRIM	
SLIDE DOOR TRIM		CUPOLA SIDE	
WAINSCOT		CUPOLA ROOF	
WAINSCOT TRIM		WEATHERVANE	
WNSCT. CORNER TRIM		EAVE TROUGHS	
EAVELITE		DOWNSPOUTS	

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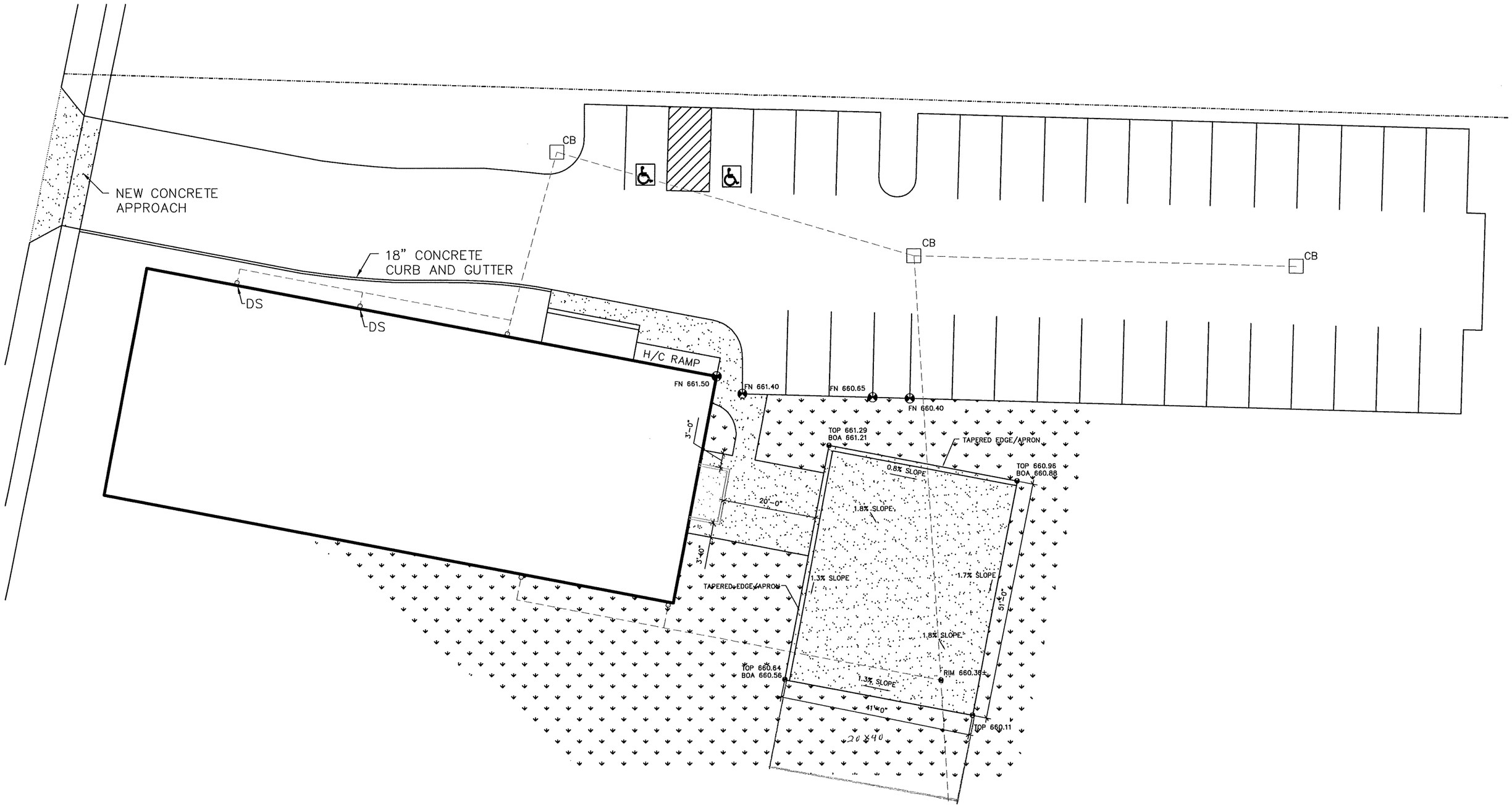
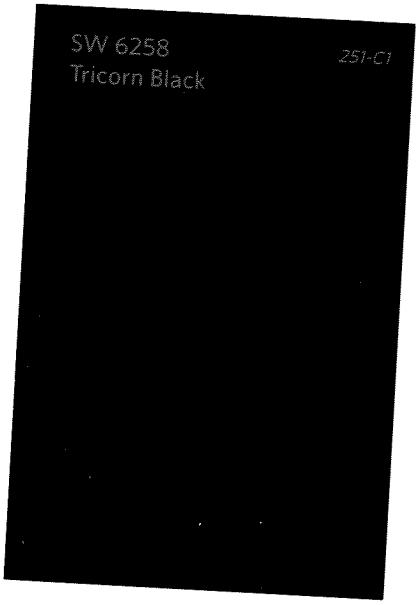
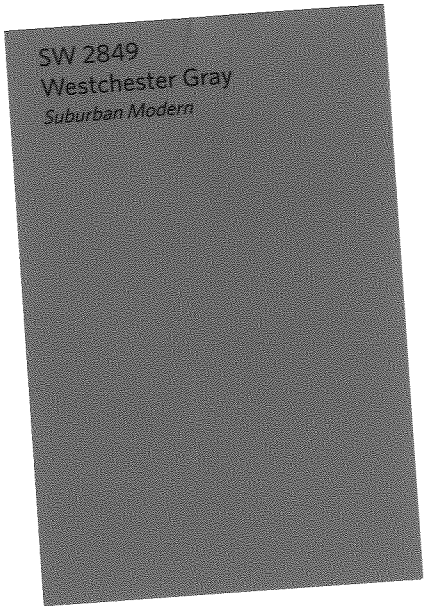
SHULLYS
40'X70'X10' - COMMERCIAL BUILDING
FLOOR PLAN

DRAWING NO.	20-346
DRAWN BY:	PLS
SCALE:	AS SHOWN
DATE:	1/18/2020
REVISIONS	
SHEET NO.	2 OF 2



Shuttup Pavillion
2/22/2021


SW 6258
Tricorn Black
251-C1


SW 2849
Westchester Gray
Suburban Modern

DEVELOPMENT AGREEMENT
Village Green
Thiensville, Wisconsin

THIS DEVELOPMENT AGREEMENT (this "Agreement") is made as of the 15th day of February, 2021, by and between the VILLAGE OF THIENSVILLE, a Wisconsin municipal corporation (the "Village") and Lakeside Development, Company (1986) a Wisconsin Tax-Option (S) Corporation ("LDC") (collectively LDC and herein are referred to as the "Developer").

RECITAL

0.1 LDC owns the Property (as defined hereafter);

s

0.2 The Developer desires to subdivide and develop the Property as the Subdivision (as hereinafter defined);

0.3 Village approval of a Final Plat is conditioned upon compliance with the Village ordinances, pursuant to § 236.13(1) of the Wisconsin Statutes; and the terms and conditions of this agreement;

0.4 The Property is conditionally zoned as a mixed use Planned Development Overlay District and Village Ordinance §17.0316(E)(2) requires that the Village Plan Commission recommend and the Village Board approve a Developer's Agreement which shall include, without limitation:

(a) Timetables for performance/completion of improvements;

(b) Performance requirements and standards and assurances for all improvements and/or modifications pertaining to the PDO;

(c) Inspection requirements;

(d) Prohibition on any division/combination of real estate lots included within the PDO District except as otherwise provided;

(e) Provisions for lapsing of specific plan approval and automatic reversion of the zoning status of the Property to non-PDO District status upon specific changes of circumstances or failure of the project to materialize as agreed to in the development agreement;

(f) Agreements, bylaws, provisions and/or covenants (notably storm sewer, sanitary sewer, lighting, landscape maintenance agreement, open space and sidewalk maintenance) or additional deed restrictions to be recorded against the lot(s) within the PDO District that will perpetually govern the organizational structure, use, maintenance and continued preservation and protection of the project and any of its common services, common open areas and/or other facilities;

The covenants, conditions and restrictions recorded against the property described on Exhibit A shall prohibit future property owners from removing any berms, landscaping or amenities installed on this Development as a condition of landscaping, open space, grading or drainage plans, and from placement of landscape features, berms or plantings which disrupt flow of run-off in drainage ways or courses approved as a condition of the grading and drainage plans, without express written consent from the Director of Community Services and by action of the Planning Commission.

(g) Exhibits, drawings or other attachments that depict improvements, including but not limited to structures, fixtures and landscaping and their relative locations in the development area as well as design and engineering details as necessary to document to a reasonable degree of specificity the type, character and nature of improvements to be made within the development area.

0.4 Sections 17.0316(H)(3) of the Code of Ordinances of the Village (the "Code") require that the Developer enter into this Agreement to establish that the Developer will pay the cost of Improvements, engineering services, and fees incurred by the Village for the Subdivision; and

0.5 The Village has caused engineering, planning and design services to be performed in preparation for construction of certain Improvements for the Subdivision and will cause additional such services to be performed as various phases of the Subdivision are developed; and

0.6 The Developer intends to contract for installation of certain other Improvements for the Subdivision.

0.7 Due to the quality and cohesiveness of the proposed development and the costs of removal and remediation of the existing improvements, the Village is willing to relax certain setback restrictions and minimum lot sizes within the PDO zoning and will reimburse LDC an amount not more than $250,000 for the remediation and demolition of existing structures pursuant to the plan described herein. The developer agrees to provide no less than three (quotes from qualified demolition and remediation contractors for demolition and environmental remediation of the Property. The Village reserves the right to obtain its own proposals.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitations, which are acknowledged to be true and correct, the mutual covenants, representations and warranties set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Article 1

DEFINITIONS

The following terms, whenever used in this Agreement, shall have the following meanings:

1.01 "Village Code" means the Village of Thiensville Code of Ordinances in effect at the time of this Agreement.

1.02 "Contract Documents" means all documents now or hereafter evidencing contracts with the Developer or its contractors, sub-contractors or affiliates for construction and installment of the required Improvements in the Final Plat and all addenda and amendments thereto.

1.03 "Improvements" means the improvements as described in § 4.02 of this Agreement below, to be installed for the benefit of the Final Plat by the Developer (or by contract with the Developer, whether under the Contract Documents as described in § 1.01 of this Agreement, or otherwise).

1.04 "Final Plat" means the Subdivision Plat presented to the Thiensville Village Board on _____ __, 2021, and other pertinent authorities for final approval and recording with the Ozaukee County Register of Deeds Office. A true and complete copy of the Final Plat is attached hereto as **Exhibit A** and is incorporated herein by reference.

1.05 "Improvement, House, Grading and Landscape Plans" means the improvement, grading and landscape plans to be prepared by and submitted with the Final Plat and to be approved by the Village, along with any approved amendments or supplements. Such plans shall also include conceptual building plans for single family residences and adherence to such conceptual plans will be a factor in the approval process for architectural review, approval and/or recommendation by the Village Plan Commission and/or Village Board.

1.06 "Letter of Credit" means one or more letters of credit issued in conformity with the terms and conditions of this Agreement in the amount determined by the Schedule of Values for Letter of Credit with respect to the Property.

1.07 "Lot" means a distinct parcel of Property within the Final Plat that is depicted by a Lot Number.

1.08 "Plans" shall mean "Improvement, House, Grading and Landscape Plans," collectively.

1.09 "Property" means all the real property as depicted and described on the **Exhibit "A"** Final Plat.

1.10 "Subdivision" means, at any time, Village Green Subdivision, a subdivision of the Village, as depicted on the Final Plat.

1.11 "Subdivision Regulations" means Chapter 236 of the State Statutes.

Article 2

TERM

The term of this Agreement shall commence upon due execution hereof by or on behalf of all parties.

Article 3

DEVELOPER'S REPRESENTATIONS AND WARRANTIES

The Developer represents and warrants that:

3.01 Good Title. LDC owns all of the Property free and clear of all liens and encumbrances other than mortgages for the purpose of developing the Subdivision, and that it has retained sufficient rights in and to the balance of the Property so as to make all provisions of this Agreement valid and enforceable against the Developer and all successors in interest.

3.02 Improvements Contract. The Developer has examined the Contract Documents, is familiar with the specifications set forth therein, and has determined that they are adequate and sufficient for the Developer's purposes.

3.03 Authority. The Developer has received all required approvals to enter into this Agreement and the signatures below shall bind the Developer. The Developer represents and warrants to the Village that the execution, delivery and performance of this Agreement and consummation of the transactions contemplated hereby constitutes a legal, valid and binding agreement of the Developer, enforceable against it. The Developer represents and warrants to the Village that there are no lawsuits filed or pending to the knowledge of the Developer or threatened against the Developer that may in any way jeopardize the ability of the Developer to perform its obligations hereunder.

Article 4

DUTIES OF THE DEVELOPER

4.01 Construction Duties of the Developer. The duties of the Developer outlined in the above RECITALS are hereby incorporated into this agreement. The Developer shall construct or install the Subdivision Improvements in two phases (each a "Phase") and pay all costs therefore, pursuant to the applicable Contract Documents, Improvement, Grading, Housing and Landscape Plans and the respective sections of the Subdivision Regulations, as follows:

PHASE 1 (Upon Completion of Phase 1 in its entirety (a)-(c) the Village will reimburse Developer the sum of $250,000USD. within 30 days of completion and inspection by Village staff to their sole satisfaction and discretion that Phase 1 has been completed satisfactorly.

(a) Demolition. Developer shall raze the buildings as submitted on the Plans. A pre-demolition meeting shall be had with the Village Director of Community Services to approve a noise and dust mitigation plan prior to permit issuance and any work commencing. If the Developer incurs extraordinary cost related to asbestos removal, which shall mean unplanned costs exceeding 20% of the contract cost

related to asbestos removal, the Developer shall have the right to stop work so that Village and Developer may negotiate, in good faith, a resolution which may, but not obligate the Village to additional financial assistance. Such additional assistance would need to be recommended by the Plan Commission and approved by the Village Board. In the event such assistance is not approved, the duties and obligations hereunder shall recommence and be binding on Developer.

(b) Interim Lot Grading. Developer shall submit an interim grading plan and such plan shall be completed to the approval of the Village Director of Community Services which shall include stockpiling locations

(c) Approvals. Developer shall be responsible for obtaining all approvals from all governmental approving bodies, including but not limited to Plan Commission for Final Plat Approval and recording of such Final Plat.

PHASE II

(a) Connection to Sanity Sewer System. The developer agrees to construct a private sanitary sewer main and individual laterals. The developer agrees to construct a public manhole along the public sewer main for the purpose of connecting the new private sewer extension.

(b) Water Supply Facilities and Fire Protection

1. Developer will be responsible for obtaining a water services agreement with the City of Mequon and shall be responsible for all costs associated with such an agreement, including but not limited to, connection fees, construction, municipal approval.

2. The water for fire protection will be supplied to the Development water system through the City of Mequon Water System.

3. All fire hydrant locations shall be approved by the Village Fire Chief.

(c) (c) Storm Water Drainage Facilities. Developer agrees to construct storm water drainage facilities, pursuant to the Plans as shown on Developer's Plans and as approved by the Village Engineer. All storm water, storm sewer and drainage facilities required to serve the Subdivision shall be considered "private" and shall be maintained at owner's expense, with the exception of the developer construction of a public manhole for the purpose of connecting the private system. Simultaneous with the execution of this Agreement, Developer and Village, shall enter into a separate written Storm Water Management System Maintenance Agreement, in a form substantially similar to **Exhibit B,** attached hereto and incorporated herein by reference. The purpose of the Storm Water Management System Maintenance Agreement and stormwater easement is to grant the Village, its employees, agents, contractors, successors and assignees access to and from all storm water facilities for purposes of access, inspection and maintenance, if necessary.

(d) Other Utilities. Developer agrees to file preliminary plans and install underground public and private gas mains and public and private electric, cable television and telephone cables, pursuant to the Village Code required specification. All utilities to be completed prior to commencement of the wearing course pavement in the alley.

Easements are to be granted and notated on the plat for use of WE Energies, phone, Cable T.V. and other utilities for provision of services to the Residential Development. The Developer shall provide proof of payment in full for installation of the utilities prior to Final Plat approval. Underground utility installations shall be made without any street pavement removal, unless otherwise specifically approved by the Director of Community Services and obtaining a Village of Thiensville Street Opening Permit and meeting the bond requirement associated therewith.

(e) Record Drawings. Developer agrees to prepare record drawings for the above work, pursuant to Village Code. Provide an electronic version in Auto Cad and GIS.

(f) Curb and Gutter. Developer shall construct curb and gutter and alley entrance as shown on the Subdivision construction Plans approved by the Village and the construction schedule shall be approved by the Director of Community Services.

(g) Sidewalks and Walking Paths. Developer shall construct a 5-foot wide concrete private sidewalk along the East and North side of the development to Village of Thiensville specifications. Developer will be responsible for repairs to damage caused by construction or removals due to utility installation across existing public sidewalk. Across the full frontage of the Developer's Property which shall include the property located in the Village of Thiensville, as shown on the Developer's Plans and as approved by the Village Engineer Developer shall provide, within the Declaration of Restrictions for the Subdivision, that the public sidewalk abutting Green Bay Road and Riverview Drive and the Private sidewalks within the development shall be maintained in perpetuity by the lot owners at the owner's expense, but that any maintenance, snow removal, repair or re-construction shall be subject to assessment to the abutting property owner(s) pursuant to Chapter 66.0907, Wis. Stats., and any applicable statutes, Village ordinances, or other laws or regulations. Such obligations shall be disclosed to all future buyers by Developer and the Declaration of Restrictions shall conspicuously give notice to all future buyers of such obligation.

1. Developer agrees to complete the North side sidewalk within 30 days of completing the four northern most houses in the Subdivision. Developer agrees to complete the East sidewalk within 30 days of completing all 8 homes on the Easterly side of the development.
2. In the event that the installation of the sidewalks and walking paths as approved in the developer's plans approved by the Village cannot be completed due to weather, a modified schedule may be approved by the Director of Community Services as so long as proposed schedule is intended to complete the work as weather permits

(h) Street Improvements. Developer shall construct a fully improved alley entrance on Riverview Drive with concrete curb and gutter, sidewalk and ADA sidewalk ramps in compliance with the Plans and the permit issued by the all required approving bodies. Said construction shall include, but not be limited to, curb and gutter for the entire length of Riverview Drive, where abutting the Subdivision.

(i) Landscaping. Install topsoil, trees and establish lawn turf in all parkways, and provide landscaping in accordance with the approved subdivision landscape Plans. Landscaping and Open Spaces. Landscape plans for the open space shall be designed by a licensed landscape architect and shall be reviewed and approved by Village staff. The Village may have a licensed landscape architect review the submitted landscape plans. All amenities located in this phase of the development shall be constructed prior to Final Plat approval. Signage and entryway landscape plans shall be reviewed and approved by Village staff.

3. Developer agrees to complete all landscaping improvements both in public right of way and in within the private development as depicted in the approved landscape plans within 30 days of the issuance of an occupancy permit for the final house.
4. In the event that the installation of the landscaping improvements as approved in the developer's plans approved by the Village cannot be completed due to weather a modified schedule may be approved by the Director of Community Services as so long as proposed schedule is intended to complete the work as soon as possible as weather permits.

4.01A MISCELLANEOUS DUTIES OF THE DEVELOPER

(1) The Developer shall be responsible for the material and installation of street name signs and regulatory/public safety signs (speed limit, stop sign, etc).

(2) Erosion Control. Install and maintain erosion control using best management practices and pursuant to the Village Code. Developer must comply with all applicable DNR wetland permits, the Village's Erosion Control Permit, the Storm Water Management Permit and any associated fees.

(3) Preconstruction Meetings. Prior to commencement of any construction of any Improvement, the Developer is responsible for meeting with Director of Community Services to develop a reasonable construction truck routes and to review noise and dust ordinances.

(4) Environmental Approvals. Developer shall be responsible for the cost of obtaining any environmental reports, permits and remediation required by any approving authority.

(5) Dedication of Property to Village. Developer shall be responsible for dedicating any property to the Village as depicted on the Developer's plans. Specifically, the parcel at the south west corner to be dedicated as 200 Green Bay Road as listed in

the Historic District. On that parcel developer agrees to construct a green space that at a minimum will contain hardscape, a bench, the historic district plaque and corner stone from the existing improvement in accordance with the approved subdivision landscape plans.

(6) Final Plat Approval. Village Staff shall only recommend Final Plat approval to the Planning Commission and Village Board upon certification that:

1. All of the improvements have been satisfactorily constructed or installed, completed and approved.

2. In the event that installation of the final asphalt surface course, street trees, open space landscaping and/or minimal site restoration as contemplated in Developer's plans approved by the Village cannot be completed due to weather conditions at the time in which the Developer wishes to obtain Final Plat approval, the Village may, in its sole discretion, accept from Developer a Letter of credit in a form approved by the Village Attorney and in an amount determined by the Director of Community Services to provide appropriate security to ensure installation is completed within 14 months from Final Plat approval.

4.02 Time for Completion. Each of the items in § 4.01 -4.01A above shall be completed on the dates specified in this Agreement.

4.03 Impact and Connection Fees. Prior to issuance of a building permit for a Lot, the following impact and connection fees will be due for such Lot:

Park Facilities Fee	$ 500.00	per Lot
Sanitary Sewer Connection Fee	$ 1,200.00	per Lot

LDC shall disclose the amount of impact fees due and continuing obligation to maintain private sidewalks and improvements to prospective buyers at the time of Lot sale.

4.04 Homebuilding. LDC will be responsible for constructing sixteen (16) single family residences, consistent with the drawings included in the Developer's Plans which shall be approved by all approving authorities required by Village ordinance. The developer shall secure Plan Commission approval for each distinct house style and accessory garage; Including but not limited to elevations for a minimum of four (4) distinct house styles and floor plans. All garage walls that face a street or walking path shall include windows. The two homes adjacent to Riverview shall include a bay widow on the South elevation. The developer may have all sixteen (16) homes pre-approved by the Plan Commission. Any variation of the approved housing style shall be approved by the Plan Commission unless Village staff deems the change as minor. No front elevation shall be repeated more than two times per East and West side of the subdivision. Repeating elevations must have distinct paint schemes. Two of the same elevations may not be built adjacent to each other.

4.05 Developer Payments.

(a) Other Improvement Costs. Developer shall pay within 30 days of invoice for all engineering, administrative, and legal fees associated with the new Subdivision, and installation of public utilities, including the cost of construction inspection, materials testing, preparation of as-built drawings, and other fees associated therewith. Developer's responsibility for fees incurred by the Village for engineering and legal services.. Inspection fees shall not be capped.

(b) Recording Fees. Pay to the Register of Deeds for Ozaukee County all recording fees due for the recording of the Final Plat, any separate dedication instruments and grants of easements. Developer's check, payable to the Register of Deeds for Ozaukee County shall be delivered to the Village upon Final Plat approval.

4.06 Standby Letter of Credit. LDC shall provide an irrevocable Letter of Credit or an approved performance bond to the Village, for 120% of the Phase 1 and Phase 2 costs, less the Village's Phase 1 reimbursement not to exceed $250.000, which shall not expire prior to 14 months following the completion of all Phase 2 Improvements including erosion control, public roadway, utilities, sidewalks, legal and engineering fees. The Letter of Credit shall be reduced periodically upon LDC's written request as Improvements are completed, paid for by the LDC, and approved by the Village so that the Letter of Credit equals one hundred-twenty percent (120%) of the total amount remaining for the Improvements that are not yet constructed, paid for, or approved by the Village. However, in no event shall the amount of the Letter of Credit be reduced below twenty percent (20%) of the Improvement's cost prior to the expiration of the guaranty period described in this Agreement. The Village shall be authorized from time to time to draw against the Letter of Credit for costs incurred and due the Village pursuant to this Agreement if LDC fails to complete required work in a timely manner as specified in this Agreement, or where unspecified, deemed untimely by Village Staff. The Village Director of Community Services or Village Administrator may agree to extend any Improvement date in his/her sole discretion. The Schedule of Values in § 4.07 of this Agreement reflects the Bids/Estimates/Contingencies for the Subdivision Improvements.

4.07 Schedule of Values for Letter of Credit with Respect to the Subdivision. LDC shall provide an Irrevocable Letter of Credit (or performance bond) for Improvements which shall be dated no later than commencement of any work at the site in amounts set forth in the Schedule of Values attached hereto. The Letter of Credit is sufficient to cover the estimated costs to complete the Phase 1 remediation, demolition, and interim lot grading and Phase 2 Improvements based on § 4.02 and the Schedule of Values for the Subdivision which include, but are not limited to, Sanitary Sewer, storm sewer, water service, sidewalk, curb and gutter. Prior to the commencement of construction of any Improvements in Phase 2 of the Subdivision, LDC shall provide an Irrevocable Letter of Credit (or performance bond) which shall be dated no later than thirty (30) days prior to the submission of said Letter of Credit to the Village, in the amounts set forth to be approved by the Village Administrator or Director of Community Services and attached to this Agreement as an Addendum. Each Phase of the Subdivision shall be defined as follows:

[SCHEDULE OF VALUES FOR LETTER OF CREDIT ON NEXT PAGE.]

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK]

SCHEDULE OF VALUES FOR PHASE 1 LETTER OF CREDIT

ITEM	ESTIMATED COST
Security fencing, engineering, inspection, utility abandonment, parking lot removal, erosion control, clearing and grubbing	70,000
Environmental	100,000
Demolition, Razing of existing Structures	80,000
Sub Total of Construction and Related Costs	250,000
Add 20% additional Contingency Per Wis. Stat 236:	50,000$
Less _____ of Village Reimbursement:	(250,000)($)
THE SCHEDULE OF VALUES FOR EACH LINE ITEM IS BASED ON ESTIMATES. ACTUAL LINE ITEM COSTS MAY VARY. THE TOTAL LETTER OF CREDIT IS AVAILABLE TO THE VILLAGE FOR COMPLETION OF EACH LINE ITEM. THE VILLAGE IS NOT ACTING IN A FIDUCIARY CAPACITY AS TO THE LETTER OF CREDIT.	

TOTAL LETTER OF CREDIT : $ 50,000

SCHEDULE OF VALUES FOR PHASE 2 LETTER OF CREDIT

ITEM	ESTIMATED COST
~~Rough Grading (Lots & Street R/W) Including: Clearing and grubbing, topsoil stripping, subgrade rough cut/fill, drainage swales, utility spoil placement, lot & ditch topsoil replacement & rough grade, and construction of storm water ponds.~~ ~~Erosion Control Including: Silt fence, tracking pad, hay bale ditch checks, temporary sediment traps, outlet pipe, and rip-rap.~~	
~~Demolition, Razing of existing Structures~~	
Sanitary Sewer Private Main and Laterals	0
Water Main	0
Storm sewer	0
Fine Grading of Street	n/a
Concrete Curb and Gutter	0
Road Base and Asphalt Pavement Binder Course (Alley)	n/a
Asphalt Pavement Patching	0
Concrete Sidewalk	0
Fine Grading, Topsoil, Seeding and Mulching	0
Asphalt Pavement Patching	0
Street Lighting	n/a
Landscaping	0
Street Signs	0
Lot Piping (n/a – Private)	
Legal Fees and engineering fees (Village)	$2,000.00
Inspection Fees (including but not limited to Village Administration fees)	0
Sub Total of Construction and Related Costs	0
Add 20% additional Contingency Per Wis. Stat 236:	0
Less $_____ of Village Reimbursement:	($___,___.__)
THE SCHEDULE OF VALUES FOR EACH LINE ITEM IS BASED ON ESTIMATES. ACTUAL LINE ITEM COSTS MAY VARY. THE TOTAL LETTER OF CREDIT IS AVAILABLE TO THE VILLAGE FOR COMPLETION OF EACH LINE ITEM. THE VILLAGE IS NOT ACTING IN A FIDUCIARY CAPACITY AS TO THE LETTER OF CREDIT.	

TOTAL LETTER OF CREDIT : $_____

4.09 Completion Schedule. Developer shall complete the Improvements for the Subdivision listed below as follows:

1. PHASE 1 not later than 9/1/2021. If PHASE 1 fails to commence by December 31, 2021, the PDO zoning overlay shall lapse and revert to the underlying zoning.

2. PHASE 2 not later than 12/31/2021

   Specific timeline for elements of PHASE 2: See attached Schedule which is incorporated into this Agreement.

4.10 Quality of Work.

(a) All work performed under the provisions of this Agreement shall be done in a workmanlike manner in accordance with prevailing standards in the construction industry and the Subdivision Regulations of the Village as directed by the Village Engineer.

(b) The Village shall have the right during the course of construction of Improvements required under this Agreement to direct the issuance of contract change orders to be paid by Developer, and to amend the Plans and specifications, but only to the extent required to assure that construction will conform to Village's Subdivision Regulations. All contract change orders proposed by Developer involving or affecting public rights of way or easements shall be approved by the Village.

(c) Developer's Guaranty. LDC guaranties that all materials and workmanship furnished by LDC pursuant to this Agreement, for all Improvements, including, but not limited to, public roadways and potential public utilities, shall meet or exceed all state, federal and local requirements and specifications and that the public roadways and Improvements are and will remain in good and sound condition for and during a period of twelve (12) months from the date of final acceptance of dedication of those public Improvements identified herein, by the Village. The Letter of Credit, described and identified herein, shall remain open and active, until Developer duties are completed.

(d) Obligation to Repair. LDC shall make or cause to be made, at its own expense, any and all repairs which may become necessary under and by virtue of LDC's guaranty, and shall leave the potential public Improvements and public roadways in good and sound condition, satisfactory to the Village and Village Engineer, at the expiration of the Guaranty period.; provided, however, LDC's obligation to repair shall not extend to repairs necessitated by or related to any act, omission, neglect or misconduct of the Village, its agents, employees, or contractors, (and the Letter of Credit may not be drawn against in such instances).

(e) Notice of Repair. If, during the Guaranty period, the Improvements or public roadways shall, in the reasonable opinion of the Village Engineer, require any repairs or replacements, which in his judgment are necessitated by reason of

settlement of structure or backfill, or other defective workmanship or materials, LDC shall, upon written notification by the Village Administrator of the necessity for such repairs, make such repairs within a reasonable time after written notice has been sent. Failure to start work within one (1) month after such written notice, weather permitting, shall grant the Village the authority, at its sole discretion, to cause such work to be commenced and done, either by contract or otherwise, and the Village may assess LDC for any costs and expenses incurred therein, including, but not limited to engineering, construction, and legal costs. LDC shall pay any such assessment within 30 days of being invoiced for same. Failure by the LDC to timely pay shall grant the Village authority to immediately draw on the Letter of Credit described herein.

Article 5

Indemnification

5.01 Indemnification Agreement.

(a) In addition to, and not to the exclusion or prejudice of, any other provision of this Agreement, the LDC shall indemnify and hold harmless the Village, its officers, agents and employees (collectively, the "Village Indemnitees"), and shall defend the same, from and against any and all liability, claims, loss, damages, interest, action, suits, judgments, costs, expenses, attorneys' fees and the like, to whomsoever owed and by whomsoever and whenever brought or obtained, which may in any manner result from the work performed or the responsibilities of LDC for this Agreement, expressly including, though not limited to, negligence and the breach of any duty whether imposed by statutes, ordinances, regulations, order, decree or law of any other sort or by contract, on the part of the LDC or its officers, employees, agents or independent contractors, in carrying out the work and in supervising and safeguarding the same in any respect whatever, and including claims arising under any federal, state or local law, including Worker's Compensation laws and including negligence and the breach of any duty whether imposed by statutes, ordinances, regulations, order, decree or law of any other sort or by contract, on the part of the LDC or its officers, employees, agents or independent contractors, in carrying out the work and in supervising and safeguarding the same in any respect. This indemnity does not apply to any claims arising out of any willful acts or bad faith of any of the Village Indemnitees.

(c) Subject to subparagraph a above, if a claim is made against the Village related to work performed by the Developer or the responsibilities of the Developer under this Agreement, the Village agrees that it shall, within ten (10) days of its notice thereof, notify the Developer and any liability insurance carrier, which has been designated by the Developer. The Developer shall thereafter provide full cooperation in defense of the claim. The Developer shall, at the option of the Village, defend any claim on behalf of the Village in which case the Developer or its insurer is authorized to act on behalf of the Village in responding to any claim to the extent of this indemnity. Such authorization includes the right to investigate,

negotiate, settle and litigate any such claim and control of the defense thereof subject to the approval of the Village.

5.02 Extent of Damages. In every case, but not as a limitation on the liability of the Developer to the Village, where judgment is recovered against the Village on any such claim as provided in this Article 5, if notice has been given to Developer under § 5.01 above, any judgment thereon shall be conclusive upon the Developer as to the amount of damages and as to its liability therein; provided, however, notwithstanding anything to the contrary contained herein, the Village shall reserve and maintain all of its rights and remedies to pursue recovery of all legal and equitable remedies.

5.03 Limitations as to Letter of Credit or Performance Bond. It is expressly understood and agreed by the Village, unless specifically directed and authorized by LDC, that the Letter of Credit as required of LDC is not subject to any draw by the Village, or any other party or person, to pay for any, or all, claims for personal injury and property damage arising from the construction or installation of such Improvements, but that the Letter of Credit is exclusively limited to the payment for the Improvements not provided for by LDC pursuant to the terms their respective duties hereof, and for no other purposes.

Article 6

Compliance

6.01 Compliance With Law and Regulations. The Developer shall, in the performance of this Agreement, comply with, and give all stipulations and representations required by all applicable federal, state and local laws, ordinances and regulations. The Developer shall also require such compliance, stipulations and representations with respect to any contract entered into by Developer with others (pertaining to the work covered by this Agreement).

Article 7

Conditions and Waivers

Except as otherwise provided in this Agreement, the Village shall have no duty to issue building permits for construction of residences or reimburse the developer within any Phase unless and until the Developer duties in Article 4.02 are completed within the time limit outlined in Article 4.09.

Article 8

Additional Terms

8.01 Time is of Essence. The times of performance of the terms and requirements of this Agreement and of the satisfaction and waiver of the conditions hereof are essential to the whole of this Agreement.

8.02 No Waiver: Remedies. No failure on the part of either party to exercise, and no delay in exercising any right, power, or remedy under this Agreement or the Contract Documents shall operate as a waiver thereof; nor shall any single or partial exercise of any right under this Agreement or the Contract Documents preclude any other or further exercise thereof or the

exercise of any other right. The remedies provided herein are cumulative and not exclusive of any remedies provided by law.

8.03 Notices. All notices and other communications provided for under this Agreement shall be in writing (including telefax communications) and mailed (certified), sent by facsimile, or personally delivered:

If to the Village, as follows:

Colleen Landisch-Hansen
Village Administrator
Thiensville Village Hall
250 Elm St.
Thiensville, WI 53092
Fax (262) 242-4743

With a copy to:

Attorney Timothy S. Schoonenberg
Houseman and Feind, LLP
Assistant Village Attorney
1650 9th Avenue
Grafton, WI 53024
Fax (262) 377-6080

If to Developer, as follows:

Lakeside Development Company (1986)
Thomas A. Zabjek, President
Lakeside Building South
10033 N. Port Washington Rd. Suite 300
Mequon, WI 53092

With a copy to:

or, as to each party, at such other address as shall be designated by such party in a written notice to the other party in accordance herewith. Delivery of all such notices and communications shall be deemed complete, (a) if mailed, when deposited in the mails for certified mail, return receipt requested, postage prepaid, or (b) if sent by facsimile, when confirmed as being received by the party to whom faxed or delivered, or (c) when personally delivered.

8.04 Force Majeure. The obligations of either of the parties hereunder shall be suspended to the extent that it is hindered or prevented from complying therewith because of labor disturbances, including strikes and lockouts, acts of God, fires, storms, accidents, or any cause whatsoever beyond the control of the parties. The existence of a pandemic currently ongoing shall not be deemed a Force Majeure.

8.05 Amendments. No amendment, modification, termination, or waiver of any provision of this Agreement, nor consent to any departure from this Agreement shall in any event be effective unless the same shall be in writing and signed by both parties, and it shall be effective only in the specific instance and for the specific purpose for which given.

8.06 Assignment. This Agreement, and the interests hereunder, shall not be assigned except with the prior, written consent of the Village, which consent will not be unreasonably withheld or delayed.

8.07 Permits. The Village shall, subject to all applicable laws and regulations, and acting within its authority, act in good faith when considering the issuance of such permits, adoption of such resolutions, and execution of such documents as may be necessary to permit Developer to

construct the Improvements upon Developer's payment of the Village's fees in accordance with the Subdivision Regulations. The Village shall cooperate in good faith with Developer in obtaining similar permits, resolutions, and documents as may be necessary from other authorities having jurisdiction over the Subdivision.

8.08 Survival. All of the terms, conditions, and provisions of this Agreement, including but not limited to, all indemnification provisions, shall survive the completion of this Agreement.

8.09 Severability of Provisions. Any provision of this Agreement which is prohibited or unenforceable shall be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement.

8.10 Headings. Article and Section headings in this Agreement are included for convenience of reference only and shall not constitute a part of this Agreement for any other purpose.

8.11 Integration of Terms. This Agreement represents the entire agreement of the parties.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective authorized officers or agents as of the date first above written.

VILLAGE OF THIENSVILLE

By:_____
Van Mobley, Village President

Countersigned:

_____
Amy Langlois, Village Clerk

STATE OF WISCONSIN)
) ss
COUNTY OF OZAUKEE)

Personally came before me this ____ day of _____ 20___, the above-named Van Mobley, Village President and Amy Langlois, Village Clerk, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

_____
Notary Public, State of Wisconsin
My Commission: _____

Developer: Lakeside Development Company (1986)

By: _____
Thomas A. Zabjek, President

STATE OF WISCONSIN)
) ss
COUNTY OF OZAUKEE)

Personally came before me this _____ day of _____, 20__, the above-named _____, to me known to be the person(s) who executed the foregoing instrument and acknowledged the same on behalf of _____, by its authority.

_____
Notary Public, State of Wisconsin
My commission: _____

Drafted by:
Timothy S. Schoonenberg, Esq.

After recording, please return to:
Amy Langlois, Village Clerk
Village of Thiensville
250 Elm Street
Thiensville, Wisconsin 53092

SCHEDULE OF COMPLETION DATES FOR PHASE II ELEMENTS

x

EXHBIT A

Final Plat and Improvement, House, Grading and Landscape Plans

EXHIBIT B

HOA Agreements, bylaws, provisions and/or covenants, storm sewer, sanitary sewer , lighting, landscape maintenance agreements, open space and sidewalk maintenance agreement

AMEND VERBIAGE FOR NONCONFORMING STRUCTURES

To: Thiensville Plan Commission

By: Jonathan Censky, Village Planner

Agenda Item: III.E.

Date: March 9, 2021

General Information:

Requested Action: Zoning Text Amendment

Zoning Section: Section 17.0802 Nonconforming

Report:
At our last meeting, when discussing the Eckert porch expansion, it was pointed out that her house is classified as legal nonconforming because single-family homes are not permitted in the B-4 Highway Business District which is where her property is located and therefore, she is subject to the restrictions of Section17,0802 Nonconforming Lots and Structures of the Zoning Code. As explained then, the impacts of such a classification, going forward, are very restrictive to an owner. More specifically, total lifetime structural repairs or alterations are limited to no more than 50% of the Village's equalized value over the lifetime of the structure. In theory, the intent is to phase the structure out of existence.

Accordingly, the purpose of this Ordinance is to allow the owners of nonconforming structures to enjoy the same benefits of structure repairs and alteration of those of a conforming structure, as long as they meet the dimensional requirements of the Zoning District, in which they are located.

Staff Comments:
Staff recommends approval.

ORDINANCE NO. 2021-

An Ordinance Amending Section 17.0802 D. (1) of the Zoning Ordinance of the Village of Thiensville, Wisconsin Regarding nonconforming lots of structures.

The Village Board of the Village of Thiensville, Wisconsin, hereby ordains as follows:

SECTION 1. Section 17.0802 D (1) of the Zoning Code of the Village of Thiensville is hereby repealed and replaced with th following:

SEC. 17.0802 D (1) Enlargements and Alterations

(1) ~~Nonconforming structures shall not be enlarged and shall not be altered in any way which increases their nonconformity but may be altered to decrease their nonconformity.~~
Nonconforming structures may be repaired, maintained or remodeled, including additions, modifications, extensions and expansions within the existing footprint and beyond the existing footprint to the extent such further addition, modification, extension or expansion of the structure makes it no more nonconforming based upon the current bulk or special requirements of the zoning district in which the property is located.

(3) Repairs and Maintenance: Ordinary maintenance, repairs and alterations of nonconforming structures are permitted. ~~provided that they do not increase area or nonconformity. Normal maintenance, repairs and alterations shall be considered work not exceeding fifty (50) percent of the structures replacement cost~~

SECTION 2. Section 17.0802 D (3) of the Zoning Code of the Village of Thiensville is hereby repealed and replaced with th following:

(3) Repairs and Maintenance: Ordinary maintenance, repairs and alterations of nonconforming structures are permitted. ~~provided that they do not increase area or nonconformity. Normal maintenance, repairs and alterations shall be considered work not exceeding fifty (50) percent of the structures replacement cost~~

SECTION 3. This ordinance shall take effect upon its passage and publication as provided by law.

Passed and adopted this ____ day of _____, 2021.

_____
Van Mobley, Village President

Countersigned:

_____
Village Clerk

AMEND B-1 DISTRICT TEXT TO ALLOW LIMITED RESIDENTIAL USE ON FIRST FLOOR

To: Thiensville Plan Commission

Prepared by: Jonathan Censky, Planner

Agenda Item: III.F

Date: March 9, 2021

General Information:

Requested Action: Zoning Text Amendment

Zoning District: B-1 Central Business District

Report:
At a recent meeting, Commissioners discussed the idea of allowing limited residential use of the ground floor area for buildings in the B-1 Central Business District. Currently, **Section 17.0308 B. (4)** of the Zoning Code permits rental efficiency and one-bedroom apartments on the non-ground level. In addition, the Code states that one hundred percent of the floor area of the first floor of buildings in the B-1 District must be used for commercial uses only. The intent with this change is to allow residential use of the first-floor area that does not have direct exposure to a public road.

Staff Comments:
Staff notes that there are several original homes in the B-1 District which lack proper design for commercial uses and therefore commercial tenants are difficult to find. Rather than having this space vacant, staff feels it wise to put them to use and have them occupied. Accordingly, staff recommends approval.

ORDINANCE NO. 2021-

An Ordinance Amending the B-1 Central Business District Text To Allow Limited Residential Use of the Ground floor Space of Buildings

The Village Board of the Village of Thiensville, Wisconsin, hereby ordains as follows:

SECTION 1. The introduction to Section 17.0308 of the Village of Thiensville Zoning Code is repealed and replaced with the following:

17.3038 B-1 CENTRAL BUSINESS DISTRICT

The B-1 District is intended to provide appropriate zoning regulations to ensure the compatibility of the diverse uses typical of a ”downtown” area without inhibiting the potential for development of commercial, cultural, entertainment, and other activities which contribute to its role as the “heart” of the Village. This district zoning is intended to enhance and promote traditional design elements consistent with Section 17.1210 (“Architectural Review”) and the Village’s Architectural Guidelines. This district zoning also intends to encourage the development of businesses adjacent to the right-of-way with parking located behind existing and proposed structures. ~~One hundred percent of the floor area of the first floor of buildings in the B-1 District shall be used for commercial uses only.~~

SECTION 2. Section 17.0308

Section 17.0308 B. (4) Rental efficiency and one-bedroom apartments ~~on the non-ground level~~ provided there shall be a minimum floor area of 350 square feet for an efficiency apartment and 450 square feet for a one-bedroom apartment. No residential use shall occupy any portion of the ground floor that fronts on a public street right-of-way and no more than70% of the ground floor shall be devoted to residential use.

SECTION 3. This ordinance shall take effect upon its passage and publication as provided by law.

Passed and adopted this _____ day of _____, 2021.

_____
Van Mobley, Village President

Countersigned:

_____
Village Clerk