



PLAN COMMISSION AGENDA

February 17, 2022 – 7:00 pm – **NEW DATE**

Village Hall
235 Hickory Street, Pewaukee, WI 53072

1. Call to Order and Roll Call
2. Public Hearings. – None.
3. Citizen Comments – *This is an opportunity for citizens to share their opinions with Commission Members on any topic they choose. However, due to Wisconsin Open Meeting laws, the Commission is not able to answer questions or respond to your comments. All comments should be directed to the Commission. Comments are limited to 3 minutes per speaker. Speakers are asked to use the podium and state their name and address.*
4. Approval of the Minutes:
 - a. Regular Plan Commission Meeting – January 13, 2022
5. Old Business.
 - a. Review and possible recommendation to Village Board on updates to the Village of Pewaukee Comprehensive Plan – 2035.
 - b. Review, discussion and possible recommendation to the Village Board for Planned Unit Development (PUD) Overlay District rezoning (including the underlying building architecture/materials/colors, site layout, exterior lighting, landscaping, fencing, and similar related plans) for a proposed 330 +/- unit personal storage development (i.e. Sussex Street Self Storage) in eight buildings proposed to be located immediately north and west of (and adjacent to) 227 Sussex Street. The applicant is Wellspring Construction Group LLC in c/o Tim Knepprath. The property owner is 230 Sussex Street LLC. The 15.8209-acre property is zoned B-5 Light Industrial District and Floodplain Conservancy.
6. New Business.
 - a. Review, discussion and possible recommendation to the Village Board of the Development Agreement as required in support of the Sussex Street Self Storage Planned Unit Development proposed to be located immediately north and west of (and adjacent to) 227 Sussex Street. The applicant is Wellspring Construction Group LLC in c/o Tim Knepprath. The property owner is 230 Sussex Street LLC. The 15.8209-acre property is zoned B-5 Light Industrial District and Floodplain Conservancy.
 - b. Review, discussion and possible approval of a Sign Code waiver to allow for an oversized street facing wall sign and an oversized secondary entrance wall sign in support of the First Watch restaurant use located at 1466 Capitol Drive. The property is zoned B-1 with Planned Unit Development (PUD) Overlay. Lora Martinson of Springfield Sign as sign contractor with consent of underlying property owner Meadow Ridge Shops, LLC.
 - c. Review and general discussion regarding the Village's parking requirements for all business zoning districts as it relates to the apparent decline in brick-and-mortar retail shopping and

the continued practice of working remotely-away from brick-and-mortar office environments. Of particular interest is the potential for excessive parking allocations displacing otherwise useable/developable space in the Village's business areas. This item is Village initiated.

7. Citizen Comments. – *This is an opportunity for citizens to share their opinions with Commission Members on any topic they choose. However, due to Wisconsin Open Meeting laws, the Commission is not able to answer questions or respond to your comments. All comments should be directed to the Commission. Comments are limited to 3 minutes per speaker. Speakers are asked to use the podium and state their name and address.*

8. Adjournment

Note: It is possible that members and/or possibly a quorum of members of other governmental bodies of the municipality may be in attendance at the above-stated meeting to gather information; action will not be taken by any governmental body at the above-stated meeting other than the governmental body specifically referred to above in the notice. Upon reasonable notice, efforts will be made to accommodate the needs of disabled individuals through appropriate aids and services. To request such assistance, contact the Village Clerk at 262-691-5660.

Dated: February 11, 2022



VILLAGE OF PEWAUKEE
PLAN COMMISSION MINUTES
January 13, 2022 – 7:00 pm

DRAFT-DRAFT-DRAFT-DRAFT-DRAFT-DRAFT-DRAFT-DRAFT-DRAFT-DRAFT-DRAFT-DRAFT-DRAFT

1. Call to Order and Roll Call

Deputy Clerk-Treasurer Jackie Schuh called the meeting to order at approximately 7:00 p.m. Schuh asked for nominations for an acting chairperson for January 13, 2022, meeting in President Knutson's absence.

Comm. Grabowski nominated Trustee Craig Roberts. No other nominations were voiced and Trustee Roberts accepted the nomination.

Comm. Hoff motioned, seconded by Comm. Lange to appoint Trustee Roberts as acting chairperson for January 13, 2022, Regular Plan Commission Meeting.

Motion carried unanimously.

Members present: Comm. Theresa Hoff, Comm. Jim Grabowski, Comm. Ryan Lange, Trustee Craig Roberts.

Members excused: Comm. Cheryl Mantz, Comm. Brian Belt, President Jeff Knutson.

Also present: Village Planner Mary Censky, Village Contract Engineer Tim Barbeau, Village Attorney Matt Gralinski, Village Administrator Scott Gosse, and Deputy Clerk-Treasurer Jackie Schuh.

2. Public Hearings

a. On proposed updates to the Village of Pewaukee Comprehensive Plan - 2035.

No comments.

b. On Conditional Use Grant request to locate/operate an automobile service facility (i.e. StreetWorks Exotics) in the existing building/site located at 600 Hickory Street. The applicant is Matt Backhaus d/b/a StreetWorks Exotics. The property owner is Road Runner Venture LLC in c/o Matthew Quest. The property is zoned B-5 Light Industrial District.

Matt Quest at 153 Park Ave - Mr. Quest advised that he is available to answer questions if any should arise.

3. Citizen Comments - No comments.

4. Approval of the Minutes:

a. Regular Plan Commission Meeting – December 9, 2021

Comm. Lange motioned, seconded by Comm. Hoff to approve the minutes of the December 9, 2021, regular Plan Commission meeting, after confirmation by staff review of the recording, with the following corrections:

1. Item 4a motion should read: "Comm. Lange motioned, seconded by Comm. Mantz to approve the minutes of the November 11, 2021, regular Plan Commission meeting as presented. Motion carried 4-0-2 with Comm. Belt and Comm. Hoff abstaining."

Motion carried unanimously.

5. Old Business

a. Review, discussion, and possible action/recommendation to the Village Board on the Conditional Use Grant request to construct a multi-family building/use (i.e. a duplex) at 203 E. Wisconsin Avenue. The property owners/applicants are Joanne Koehler and Dwight Zoellner. The property is zoned B-2 Downtown Business District.

Planner Censky reviewed the planner's report as presented to the Plan Commission at the December 9, 2021 meeting. The plan presented provides two dwelling units, side-by-side in a 3-story building. Each unit faces E. Wisconsin Ave. with a sidewalk from the front door to the sidewalk. The garage units are in the lowest level and are accessible only via an easement that enters from Clark St. and runs behind this property. The building has a two-story appearance from the front. Per Censky, the greenspace calculations are approximately 37% and exceed the 5% minimum. Censky and Contract Engineer Barbeau indicated the documentation for the easement is not adequate to proceed, and Attorney Galinski concurred, also indicating that the easement was only legitimate for 60 years unless another document refers to it more recently and before it expired. All were in agreement that the burden to produce sufficient documentation evidencing a valid easement falls on the applicant. The easement documents provided so far are from 1950 and are considered stale unless further documentation is put forth for the Village Attorneys review and approval. Per Barbeau, the legal description indicates that the easement location is actually to the center of the property and is not as reflected on the drawing.

Comm. Grabowski motioned, seconded by Comm. Lange to recommend to the Village Board for approval of the Conditional Use Grant to develop a duplex on B-s Downtown Business District zoned site with the resolution of the legal description/easement to be handled at staff level, and with the following recommendations:

- 1) Prior to the recording of the Conditional Use Grant, the applicant must provide to Village Staff the calculations confirming the minimum open space standard of 5% is met within the developed lot;**
 - 2) Prior to the recording of the Conditional Use Grant, the applicant must provide evidence, satisfactory to the Village Attorney, that enduring access for a duplex use on this lot with two double-stall-garages entering from the rear of the site is indeed available to this site;**
 - 3) The applicant to secure an amendment to the Comprehensive Plan Land Use Plan Map Element changing the category of Land Use for this site from existing Single-Family Residential to proposed General Commercial prior to issuance of a building permit for the new duplex.**
 - 4) Submittal of a site grading, drainage, and erosion control plan and subsequent Village Engineer approval of the plan prior to receiving a building permit.**
 - 5) Completion of all underground work (sewer, water, electric, gas, etc.) that may affect E. Wisconsin Ave. prior to May 1, 2022, or the date on which the E. Wisconsin Ave. road work is started, whichever is earlier.**
 - 6) Individual sewer and water laterals to each of the two units.**
- Motion carried unanimously.

b. Review and possible recommendation to Village Board on updates to the Village of Pewaukee Comprehensive Plan – 2035.

Comm. Grabowski motioned, seconded by Comm. Hoff to table Item 5b.

Motion carried unanimously.

6. New Business

a. Review, discussion, and possible action on the Conditional Use Grant request to locate/operate an automobile service facility (i.e. StreetWorks Exotics) in the existing building/site located at 600 Hickory Street. The applicant is Matt Backhaus d/b/a StreetWorks Exotics. The property owner is Road Runner Venture LLC in c/o Matthew Quest. The property is zoned B-5 Light Industrial District.

Planner Censky reviewed the details of the proposal, indicating that Streetworks Exotics describes their use of this site for restoration and preservation of classic vehicles including related

manufacturing, assembly, and fabrication thereof. Included with the application was an application for a Wisconsin Used Car Dealer License, which is not currently a use allowed by the Code in any of the zoning districts. She advises that the Code would need to be amended to include an auto sales use permission in the B-5 Light Industrial District before such a use could be considered or approved. She reviewed the draft of the Conditional Use Grant. Discussion followed confirming the auto sales would be mostly internet sales and housed within the building only. Trustee Roberts requested that the additional language for specific automobile sales if still desired by the applicant, be explored and brought back to the Commission and Village Board at a future date. Until then, there is no auto sales use allowed as a part of this proposed use.

Comm. Grabowski motioned, seconded by Comm. Lange to recommend to the Village Board on the Conditional Use Grant request to locate/operate an automobile service facility (i.e. StreetWorks Exotics) in the existing building/site located at 600 Hickory Street with the following recommendations:

1) Subject to the terms and conditions outlined in the DRAFT Conditional Use Grant as presented;

1) No new or used automobile sales are permitted at this site as a part of this approval;

2) Recording of the Conditional Use Grant prior to the start of occupancy at this site;

3) Applicant to secure all necessary building and/or occupancy permits prior to the start of any interior or exterior building modifications at this site.

The Planner recommends against Village signatures on the Wisconsin Motor Vehicle Dealers License until such time as new and/or used automobile sales use is expressly added to the Village Code for the B-5 Light Industrial Zoning District, after which the applicant can make a request for such approval by the Planning Commission as to this specific site.

Motion carried unanimously.

b. Review, discussion, and possible recommendation to the Village Board for approval of a certified survey map dividing the building and related site improvements at 227 Sussex Street onto a 1.868-acre lot of its own and leaving a remnant (principally vacant) 15.8209-acre parcel. The applicant is Wellspring Construction Group LLC in c/o Tim Knepprath. The property owner is 230 Sussex Street LLC. The property is zoned B-5 Light Industrial District and FC Floodplain Conservancy District.

Planner Censky and Engineer Barbeau. The applicant commented that they were principally in agreement with the Staff reports. They did ask that an extension from 6 months to 15 months be granted for the removal/razing of the main barn accessory building on the property as it is part of phase two of their plan.

Comm. Grabowski motioned, seconded by Comm. Lange to recommend to the Village Board for approval of a certified survey map dividing the building and related site improvements at 227 Sussex Street onto a 1.868-acre lot of its own and leaving a remnant (principally vacant) 15.8209-acre parcel with the following recommendations:

1) Final Village approval, execution, and recording of the Certified Survey Map;

2) Any/all existing building(s) located on Lot 1 of the CSM shall be razed and removed from the site not later than six months following the recording of the CSM except for the main barn accessory building which may remain for up to fifteen months;

3) Applicant to provide, for Village Staff review and approval prior to attaching Village signatures on the map, computations confirming that Lot 2 of the CSM will have Code compliant minimum 35% greenspace and maximum 30% floor area ratio;

4) Village Engineer review and approval of the CSM as to technical accuracy and closure in the legal description;

5) Modifications to the right-of-way dedication along Maiden Lane as requested by the Engineer.

Motion carried unanimously.

c. Review, discussion and possible recommendation to the Village Board for Planned Unit Development (PUD) Overlay District rezoning (including the underlying building architecture/materials/colors, site layout, exterior lighting, landscaping, fencing, and similar related plans) for a proposed 336 +/- unit personal storage development in eight buildings

proposed to be located immediately north and west of (and adjacent to) 227 Sussex Street. The applicant is Wellspring Construction Group LLC in c/o Tim Knepprath. The property owner is 230 Sussex Street LLC. The 15.8209-acre property is zoned B-5 Light Industrial District and Floodplain Conservancy.

Planner Censky reviewed the applicant's proposal comprehensively and pointing out specifically, the areas where the plan does not exactly comport with the Village's Code requirements, These exceptions, she noted would have to be expressly granted by the Planning Commission through the PUD zoning process. Commissioners, in turn were generally agreeable to the limited exceptions noted. Engineer Barbeau confirmed that additional footage would be required to bring the right-of-way on Maiden Lane to 55 feet vs the current 49.5 feet and he noted that the applicant was in agreement to remove the dead trees as part of their development plans. Discussion followed regarding the fence height, right-of-way measurements, setback, offsets, retention ponds, and fire department access to the development.

Comm. Lange motioned, seconded by Comm. Hoff to recommend staff move forward with the drafting for Planned Unit Development (PUD) Overlay District rezoning (including the underlying building architecture/materials/colors, site layout, exterior lighting, landscaping, fencing, and similar related plans) for a proposed 336 +/- unit personal storage development in eight buildings proposed to be located immediately north and west of (and adjacent to) 227 Sussex Street. with the following recommendations:

- 1) Village Attorney and Village Staff to work, together with the applicant, to draft a PUD document capturing all of the specific terms of any recommendation the Planning Commission may make for approval, including operating plans, building architecture/materials/colors plans, site layouts, exterior lighting plans, landscaping plans, fencing plans, and similar related plans. This document shall be returned to the Planning Commission for their final review and approval (recommendation) as to form and content before being advanced to the Village Board for their final decision on this request for PUD Overlay rezoning;**
- 2) Recording of the final, approved PUD document prior to the start of any earthwork, utilities, and/or building construction at this site;**
- 3) A certified survey map splitting this underlying development lot off as a vacant lot unto itself and 15.8209 acres in size, must first be recorded in the Waukesha County Register of Deeds office;**
- 4) Applicant to provide for Village Staff review and approval, a cut-sheet image of the wall pack light fixture as specified on the plans;**
- 5) No unit occupancy in either of the two proposed phases of this development shall be permitted until all of the required improvements for the respective phases have been completed and installation of all fencing/gates and all landscaping is complete;**
- 6) Village Engineer review and approval of all grading, drainage, erosion control, stormwater management, utility, and similar plans ... prior to recording the PUD document;**
- 7) Actual building materials and colors (including for the proposed fence and access control keypad[s]) are to be presented by the applicant for the Planning Commissioners in-person viewing and approval prior to advancing this matter to the Village Board;**
- 8) Both the monument sign (as noted along Sussex Street) and any access control keypad(s) must be setback at least 10 feet and 20 feet, respectively, from the edge of public road right-of-way;**
- 9) The lot size used in the general site calculations doesn't comport with the lot size based on the CSM – this must be corrected by the applicant for review and approval by Village Staff.**
- 10) Up to one unit in Building #1, not to exceed 10' x 20' in area, may be used for office purposes directly related to this personal dry, cold storage use onsite. It is the only unit in the development that may be heated, cooled and/or serviced with water or sanitary sewer. This office may be staffed and accessible by tenants up to 24/7/365;**
- 11) Fire Department review and approval of this site plan as to satisfactory circulation/accessibility throughout and adequacy of water supply provisions;**
- 12) Tenant access to all leased storage units shall be 24/7/365;**
- 13) There shall be no outdoor storage of materials, equipment, or supplies of any sort permitted on this site;**

- 14) No vehicle of any sort (including but not limited to RV's, boats, trailers, ATV's, construction equipment, trucks, and similar for instance) is permitted to be parked outdoors on this site at any time. The personal vehicle of a tenant who is actively accessing their unit or the office unit may be parked outdoors during the period of time they are actively accessing their/the office unit;
 - 15) No signs may be installed at this site unless a sign permit is first issued;
 - 16) The overhead access doors for all units must remain closed and locked at all times except when the units are being actively accessed;
 - 17) There shall be no refuse containers stored outdoors on this property at any time;
 - 18) Prior to issuance of a building permit in support of this project, all POD storage containers and all existing building(s) on this property shall be razed/removed and any other unenclosed vehicles, materials, equipment, or supplies presently stored or lying around outdoors on this property shall be removed from the site;
 - 19) Upon recording of the PUD document, the existing Conditional Use Grant for PODs storage use on this site shall simultaneously terminate and become void;
 - 20) The gate proposed along Sussex Street shall be kept closed at all times and open only on key/fob/pin access for tenant and property owner ingress and egress purposes. The gate along Maiden Lane is for public safety/emergency ingress/egress only. It shall be kept closed at all other times. Public safety access key/fob/pin for both gates shall be provided to designated Village officials for public safety access purposes;
 - 21) Any substantiated, material, adverse impacts with respect to such things as, (but not necessarily limited to) noise, odor, smoke, light, vibration, litter, loitering, glare, traffic, parking, health, public safety, and similar... arising as a result of this use/operation shall be the responsibility of the property owner to correct timely upon notice from the Village and failure to correct any such problem in a timely manner may result in action toward modification or revocation of this planned unit development zoning to the extent permitted in accordance with Section 40.366 of the Land Development Code;
 - 22) The removal of the pods currently located at the property prior to the issuance of any building permits;
 - 23) The removal of the existing barn structure within 15 months following the recording of the CSM;
 - 24) The removal of all dead trees within the extended right-of-way along Maiden Lane;
 - 25) There shall be no operation of small businesses within any storage unit within the development;
 - 26) The exception be made to allow for fencing up to a height of 6 feet 6 inches;
 - 27) The installation of a temporary fence in Phase 1 extending to building one;
- Motion carried unanimously.

d. Review, discussion, and consultative feedback regarding the side and rear yard offset requirements for attached building features such as decks/porches/seasonal rooms in the Residential Infill-Redevelopment Overlay (RIRO) zoning district. This matter is Village initiated.

Planner Censky reviewed language regarding setback and offset requirements in the Residential Infill-Redevelopment Overlay zoning district in relation to non-storage accessory structures such as decks, patios, gazebos, etc. Censky asked for the Commission's feedback on smaller setback and offset requirements. Discussion followed regarding attached structures such as impacts on neighboring lots, and whether this would be setting precedence. The Commission, in general, was not supportive of the change. Although some thought a slight adjustment may be acceptable, they were not in favor of offering any concessions as the original drafting of the District was already very lenient when compared to the Village's more typical residential standards.

7. Citizen Comments - None.

8. Adjournment

**Comm Grabowski motioned, seconded by Comm. Hoff to adjourn the January 13, 2022, Regular Plan Commission meeting at approximately 9:05 p.m.
Motion carried unanimously.**

Respectfully submitted,

Jackie Schuh
Deputy Clerk-Treasurer

STAFF REPORT

To: Village of Pewaukee Plan Commission

By: Mary Censky

Date Prepared: February 10, 2022

General Information:

Agenda Item: 5.a.

Applicant:

N/A

Status of Applicant:

Village initiated item

Requested Action:

Review, discussion, and possible recommendation to the Village Board regarding an update to the Village of Pewaukee Comprehensive Plan – 2035.

Discussion:

The Planning Commission did conduct a public hearing on this matter at their meeting of January 13, 2022. No public comments were received.

Recommendation:

If this copy of the “update” accurately reflects the Planning Commissions intentions based on the previous many months review, it would be appropriate, at this time, to favorable recommend it’s adoption to the Village Board.

STAFF REPORT

To: Village of Pewaukee Plan Commission

By: Mary Censky

Date Prepared: February 10, 2022

General Information:

Agenda Item: **5.b.**

Applicant:

Wellspring Construction Group LLC in c/o
Tim Knepprath with consent of underlying
property owner 230 Sussex Street LLC

Requested Action:

Recommendation to the Village Board for
Planned Unit Development (PUD) Overlay
District rezoning (including the underlying
building architecture/materials/colors, site
layout, exterior lighting, landscaping,
fencing, and similar related plans).

Existing Zoning:

B-5 Light Industrial District and FC
Floodplain Conservancy District

Proposed Zoning:

Same

Surrounding Zoning/Land Use:

North: Vacant (Floodplain &
Environmental Conservancy);
South: R-5 Single-Family Detached
Residential
East: B-5 Light Industrial District
West: Residential use with Land Use
designation of Single Family Residential
and zoning of B-5 Light Industrial District.

Existing Master Plan Classification:

Industrial-Business Park

Lot Size:

Currently = Approximately 17.69 acres
Proposed = 15.8209 acres

Location:

227 Sussex Street

Discussion:

This request for rezoning, and detailed review of the related supporting plans and documents, were the subject of detailed review and consideration at the January 13, 2022 Planning Commission meeting.

Among the conditions of approval given at that time was the requirement that the actual PUD document be brought back for final review and consideration before advancing this matter to the Village Board for a public hearing and final action in the matter.

The Draft PUD document is included in the support materials and will be summarized by Village Staff at the Planning Commission meeting.

Noteworthy are certain specific dimensions, particularly with regard to the setbacks and offsets, that are now specified and, to a limited extent, modified, by an updated plan set (also included in the support materials). Furthermore, the applicant requests an opportunity to review an alternate landscaping plan which the Planning Commission may/may not be willing to consider at this juncture. In this regard, the applicant presents a revised plan that reduces the overall quantity of plantings, adjusts the plant types and spreads the installation out more evenly along the two street frontages.

Recommendation:

If the Commission is inclined toward recommending approval of this request as submitted and further described above, the Planner would recommend that the Commission consider the following conditions for attachment thereto:

- 1) Applicant to enter into a Development Agreement with the Village as to any public improvements required to be installed by the Developer in support of this project.

Village of Pewaukee Plan Commission
Engineer's Report for February 10, 2022

Sussex Street Self Storage
227 Sussex Street

Report

Site Plan

- The site plan is complete and acceptable. A drawing includes the turning tracks for a fire truck and I have checked them using a similar design vehicle. The drawing indicates that a fire truck can maneuver through the site and make the necessary turns.

Site Grading

- Grading plan indicates the general flow pattern for Phase 1 to be from south to north to a stormwater pond. Flow is comprised of sheet flow within the aisles (no storm sewer system). The buildings are set at grades to have a 1% slope to the north to match the grade of the aisles. Runoff from Phase 2 will be to a stormwater facility located north of the Phase 2 buildings. We have reviewed the updated stormwater management plan and find that it meets the requirements of the code, subject to a few additional technical items being provided to complete the file. No grading will take place in the delineated wetlands. The grading for the site will extend to the limits of the floodplain (flood fringe). The general flow pattern for the site is acceptable.

Sanitary Sewer and Water Main

- A 6-inch water main will be extended from Maiden Lane to the north and a fire hydrant installed as required by the fire department. There will be no domestic water service to any of the buildings. No sewer is being requested for this site.

Traffic/Access

- Based on verbal information provided at the December meeting regarding the number of visits by each user, substantial traffic or traffic congestion is not anticipated at this facility (Per ITE TRIP Generation data, daily trips will vary between 35 and 100). Sussex Street is adequate to accommodate the anticipated traffic without roadway improvements.

Recommendation

I recommend approval of the site plan and grading plan dated 1/28/22 and the updated stormwater management plan dated 1/10/22 subject to staff approval of the following prior to the issuance of a permit to begin any land disturbance or building work at the site:

1. Submission of requested technical items in a letter provided to the engineer dated 2/2/22.

Tim Barbeau, Village Consulting Engineer
February 3, 2022

ORDINANCE NO. 2022-__

ORDINANCE TO CREATE THE PLANNED UNIT DEVELOPMENT OVERLAY DISTRICT FOR THE DEVELOPMENT REFERRED TO AS SUSSEX STREET SELF STORAGE

The Village Board of the Village of Pewaukee, Waukesha County, Wisconsin, do ordain as follows:

SECTION I

WHEREAS, the Village of Pewaukee allows Planned Unit Developments (PUD’s) pursuant to Division 18 of Chapter 40 of the Municipal Code of the Village of Pewaukee; and

WHEREAS, the lands/development known as Lot #1 of Certified Survey Map (CSM) #__ recorded in the Waukesha County Register of Deeds office are presently zoned B-5 Light Industrial District; and

WHEREAS, the Village has received a petition from Wellspring Construction Group LLC, hereinafter referred to as the Petitioner, for creation of a PUD hereinafter referred to as the Sussex Street Self Storage PUD, which PUD will, amongst other conditions and restrictions, permit a cold, dry personal self-storage type use on Lot #1 of CSM __; and

WHEREAS, the Petitioner has presented evidence to the Village, including, but not limited to, a Geotechnical Engineering Analysis, demonstrating the proposed development site’s substandard soil conditions, limited available development space, and presence of substantial wetlands and those conditions’ material limitations on potential development options of the site. The executive summary of the aforementioned Geotechnical Engineering Analysis is attached hereto as Exhibit “x”, and made a part hereof by reference; and

WHEREAS, the Petitioner acknowledges that, due its unique characteristics, the proposed development site would benefit from the flexibility in development design provided by a PUD overlay district; and

WHEREAS, the Village Planning Commission did, at a meeting on _____, 2022, review this proposed planned unit development and made its recommendation to the Village Board including that (1) the proposed development site does present unique characteristics which materially limit the potential development options for this site; (2) the proposed development site would benefit from flexibility of overall development design, providing benefit to both petitioner and the Village; and (3) that this PUD should be created to, amongst other conditions and restrictions, permit the use “Cold, Dry, Personal Indoor Storage” for **only** Lot #1 of CSM No.

_____, a 15.82-acre parcel located at/near the northwest corner of Sussex Street and Maiden Lane in the Village of Pewaukee ; and

WHEREAS, this matter was the subject of a public hearing held before the Village Board on _____, 2022; and

WHEREAS, the procedure for the creation of a PUD Overlay District has been followed in compliance with Division 18 of Chapter 40 of the Village of Pewaukee Municipal Code.

SECTION II

The Village Board of the Village of Pewaukee, having reviewed the petition for creation of a PUD and the rezoning of Lot # 1 of CSM No. _____, a 15.82-acre parcel located at/near the northwest corner of Sussex Street and Maiden Lane in the Village of Pewaukee to B-5 with a PUD Overlay District, and having considered the recommendation of the Plan Commission as well as the comments of the public made at the public hearing which occurred on _____, 2022.

NOW THEREFORE, the Village Board hereby finds that the proposed creation of a PUD and rezoning to B-5 with a PUD Overlay District for Lot # 1 of CSM No. _____, a 15.82-acre parcel located at/near the northwest corner of Sussex Street and Maiden Lane in the Village of Pewaukee, satisfies the conditions of Section 40.365 of the Village of Pewaukee Municipal Code. Therefore, Lot # 1 of CSM No. _____, a 15.82-acre parcel located at/near the northwest corner of Sussex Street and Maiden Lane in the Village of Pewaukee is hereby rezoned from B-5 Light Industrial to B-5 Light Industrial with a Planned Unit Development Overlay as follows:

1. (a) Purpose: The PUD is intended to facilitate a personal storage unit development. The development design flexibility offered by the PUD is necessary due to the unique characteristics of the proposed development site which materially limit available development opportunities. The unique characteristics and impediments are partly evidenced in the executive summary of an analysis submitted by the Petitioner, reviewed by the Village, and attached hereto as Exhibit “x”.

Unless otherwise specified by this ordinance, any standard not listed herein shall be regulated in accordance with the current Zoning Ordinance and underlying B-5 Zoning District.

(b) Boundaries: The boundaries of this PUD are described as follows: Lot # 1 of CSM No. _____, a 15.82-acre parcel located at/near the northwest corner of Sussex Street and Maiden Lane in the Village of Pewaukee. The aforementioned certified survey map is marked Exhibit “x”, attached hereto and made a part hereof by reference.

(c) Principal Use: “Cold, Dry, Personal Indoor Storage” is permitted for *only* Lot #1 of CSM No. _____, a 15.82-acre parcel located at/near the northwest corner of Sussex Street and Maiden Lane in the Village of Pewaukee. “Cold, Dry, Personal Indoor Storage” is defined as follows: A building or group of buildings in a controlled access and fenced compound that contains varying sizes of individual, compartmentalized, and controlled access stalls, lockers, or units for the storage of customers’ goods or ware. The use of any such stall, locker, or unit for any independent residential, commercial, or industrial purposes is strictly prohibited.

(d) Six- and one-half-foot tall fencing is permitted where 6 feet maximum would otherwise be required;

(e) The building setbacks along Maiden Lane are approved at [redacted] feet where 50 feet minimum would otherwise be required by Code;

(f) The parking/paving setbacks from Maiden Lane are approved at [redacted] feet where 25 feet minimum would otherwise be required by Code;

(g) The parking/paving offsets from the south and east lot lines are approved at [redacted] feet where 20 feet minimum would otherwise be required by Code;

(h) The fencing offsets from the south and east lot are approved at [redacted] feet where 20 feet minimum would otherwise be required by Code.

2. Petitioners shall be responsible for and shall reimburse the Village for all legal, planning, engineering, inspection, and construction related fees and costs and any and all other costs and expenses incurred by the Village related to creating this PUD and the invoice for such services shall be paid within 30 days of receipt of the invoice for these charges.

3. Plan Documents. Petitioner agrees that the development's architecture, site layout, fencing, landscaping, exterior lighting, grading, drainage, stormwater management and similarly related plans shall be as represented in the plan documents which have been reviewed and approved by the Village Plan Commission and/or Village Board where required by the Village of Pewaukee Municipal Code, marked as Exhibit "A" attached hereto and made a part hereof by reference. No modification or alteration shall be made to the standards represented in said plan documents without the prior review and approval of the Plan Commission.

4. Other Development and Operation Standards. Any development commenced under this PUD shall be bound by all of the following development and operating conditions:

- 1) Recording of the final, approved PUD document prior to the start of any earthwork, utilities, and/or building construction at this site;
- 2) A certified survey map splitting this underlying development lot off as a vacant lot unto itself and 15.8209 acres in size, must first be recorded in the Waukesha County Register of Deeds office;
- 3) No unit occupancy in either of the two proposed phases of this development shall be permitted until all of the required improvements for the respective phases have been completed and installation of all fencing/gates and all landscaping is complete;
- 4) Both the monument sign (as noted along Sussex Street) and any access control keypad(s) must be setback at least 10 feet and 20 feet, respectively, from the edge of public road right-of-way;
- 5) Up to one unit in Building #1, not to exceed 10' x 20' in area, may be used for office purposes directly related to this Cold, Dry, Personal Indoor Storage use onsite. It is the

only unit in the development that may be heated, cooled and/or serviced with water or sanitary sewer. This office may be staffed and/or accessible by tenants up to 24/7/365;

- 6) Tenant access to all leased storage units shall be 24/7/365;
- 7) There shall be no outdoor storage of materials, equipment or supplies of any sort permitted on this site;
- 8) No vehicle of any sort (including but not limited to RV's, boats, trailers, ATV's, construction equipment, trucks, and similar for instance) are permitted to be parked outdoors on this site at any time. The personal vehicle of a tenant who is actively accessing their unit or the office unit may be parked outdoors during the period of time they are actively accessing their/the office unit;
- 9) No signs may be installed at this site unless a sign permit is first issued;
- 10) The overhead access doors for all units must remain closed and locked at all times except when the units are being actively accessed;
- 11) There shall be no refuse containers stored outdoors on this property at any time;
- 12) Prior to issuance of a building permit in support of this project, all POD storage containers and all existing building(s)* on this property shall be razed/removed and any other unenclosed vehicles, materials, equipment or supplies presently stored or lying around outdoors on this property shall be removed from the site. *The barn building in the southwest corner of the site shall be razed/removed within 15 months of issuance of the first building permit drawn in support of Phase 1 of this project;
- 13) Upon recording of the PUD document, the existing Conditional Use Grant for PODs storage use on this site shall simultaneously terminate and become void;
- 14) The gate proposed along Sussex Street shall be kept closed at all times and open only on key/fob/pin access for tenant and property owner ingress and egress purposes. The gate along Maiden Lane is for public safety/emergency ingress/egress only. It shall be kept closed at all other times. Public safety access key/fob/pin for both gates shall be provided to designated Village officials for public safety access purposes;
- 15) Any substantiated, material, adverse impacts with respect to such things as, (but not necessarily limited to) noise, odor, smoke, light, vibration, litter, loitering, glare, traffic, parking, health, public safety, and similar... arising as a result of this use/operation shall be the responsibility of the property owner to correct timely upon notice from the Village and failure to correct any such problem in a timely manner may result in action toward modification or revocation of this planned unit development zoning to the extent permitted in accordance with Section 40.366 of the Land Development Code.
- 16) Petitioner to remove all dead trees/vegetation within the dedicated right-of-way of Maiden Lane within 90 days of issuance of the first building permit drawn in support of Phase 1 of this project.
- 17) Petitioner, at its sole cost, shall install a water main and hydrant in strict accordance with the design, specifications, and location required by the Village, as set forth in Exhibit "x", which is attached hereto and made a part hereof by reference. Upon installation and acceptance by the Village, Petitioner shall dedicate the water main and hydrant to the Village via an easement document substantially in accordance with the form included on Exhibit "x". and recorded with the Waukesha County Register of Deeds. Installation,

acceptance, and dedication as described in this paragraph shall occur prior to (issuance of a building permit for any structures in this development *or* issuance of a building permit for any structures in Phase 2 of the development as described in the plan documents.)

5. Any and all changes to this use and/or the related development plans not heretofore approved and requiring approval by the Village Plan Commission and/or Village Board under applicable Village ordinances, the PUD, and/or any development agreement, and/or including but not limited to site, structure, signage, lighting, and landscaping plans for instance, shall require further approval by the Village Plan Commission and/or the Village Board as the case may be.

6. Termination. If a building permit for Phase 1 of the development (as defined in the plan documents) is not issued within one year of the approval of this PUD ordinance, this Sussex Street Self Storage Planned Unit Development Ordinance shall expire and become null and void. The underlying zoning district shall remain in force.

If the Petitioner requires an extension of these time limits, any extension shall be requested by the Petitioner, in writing, explaining the hardship and sent to the Village Administrator not less than 60 days prior to the expiration of this PUD. The Village Board may allow extensions in the sole exercise of its discretion.

7. Amendment. Changes, amendments, or additions to this PUD ordinance may only be permitted pursuant to the Village of Pewaukee Municipal Code Section 40.366.

SECTION III

The Village President and Village Clerk are authorized to execute this ordinance on behalf of the Village of Pewaukee.

This ordinance shall take effect upon passage and publication as required by law, and the Village Clerk shall so amend the Code of Ordinances of the Village of Pewaukee, and shall indicate the date and number of this amending ordinance therein.

SECTION IV

The several sections of this ordinance are declared to be severable. If any section shall be declared by a decision of a court of competent jurisdiction to be invalid, such decision shall not affect the validity of the other portions of the ordinance.

All ordinances or parts of ordinances contravening the terms and conditions of this ordinance are hereby to that extent repealed.

PASSED AND ADOPTED by the Village Board this _____ day of _____, 2022.

APPROVED:

Jeff Knutson, Village of Pewaukee President

Countersigned:

Casandra Smith, Village of Pewaukee Clerk

Kneprath/Wellspring Site



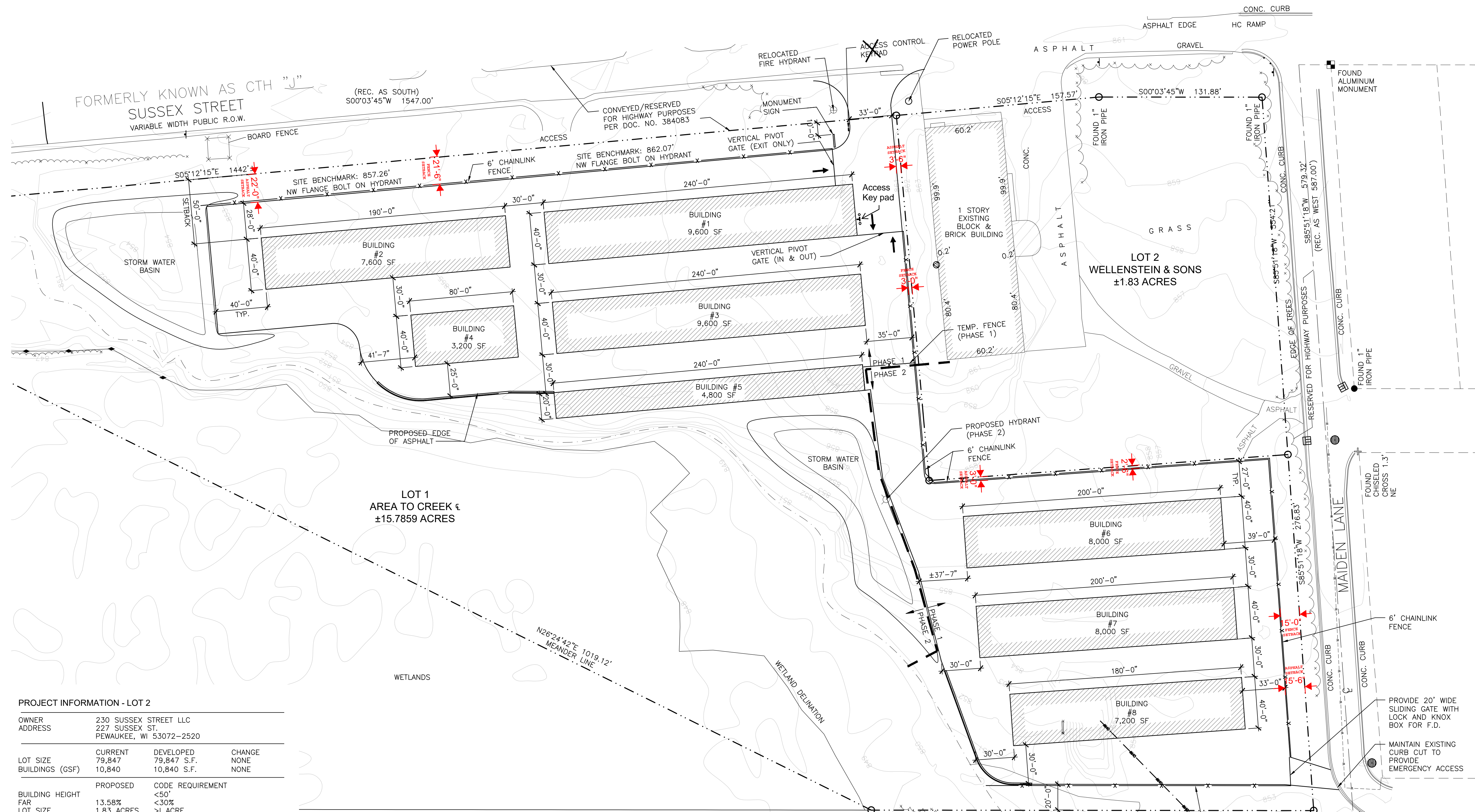
0 188.45 Feet

The information and depictions herein are for informational purposes and Waukesha County specifically disclaims accuracy in this reproduction and specifically admonishes and advises that if specific and precise accuracy is required, the same should be determined by procurement of certified maps, surveys, plats, Flood Insurance Studies, or other official means. Waukesha County will not be responsible for any damages which result from third party use of the information and depictions herein, or for use which ignores this warning.

Notes: 227 Sussex Street

Printed: 12/2/2021





PROJECT INFORMATION - LOT 2

OWNER ADDRESS	230 SUSSEX STREET LLC 227 SUSSEX ST. PEWAUKEE, WI 53072-2520		
LOT SIZE	CURRENT 79,847	DEVELOPED 79,847 S.F.	CHANGE NONE
BUILDINGS (GSF)	10,840	10,840 S.F.	NONE
BUILDING HEIGHT FAR	PROPOSED 13.58%	CODE REQUIREMENT <50'	
LOT SIZE	1.83 ACRES	<30%	
IMPERVIOUS GREEN SPACE	27.02% AVG.	>1 ACRE	65% MAX.
	72.98% AVG.	35% MIN.	

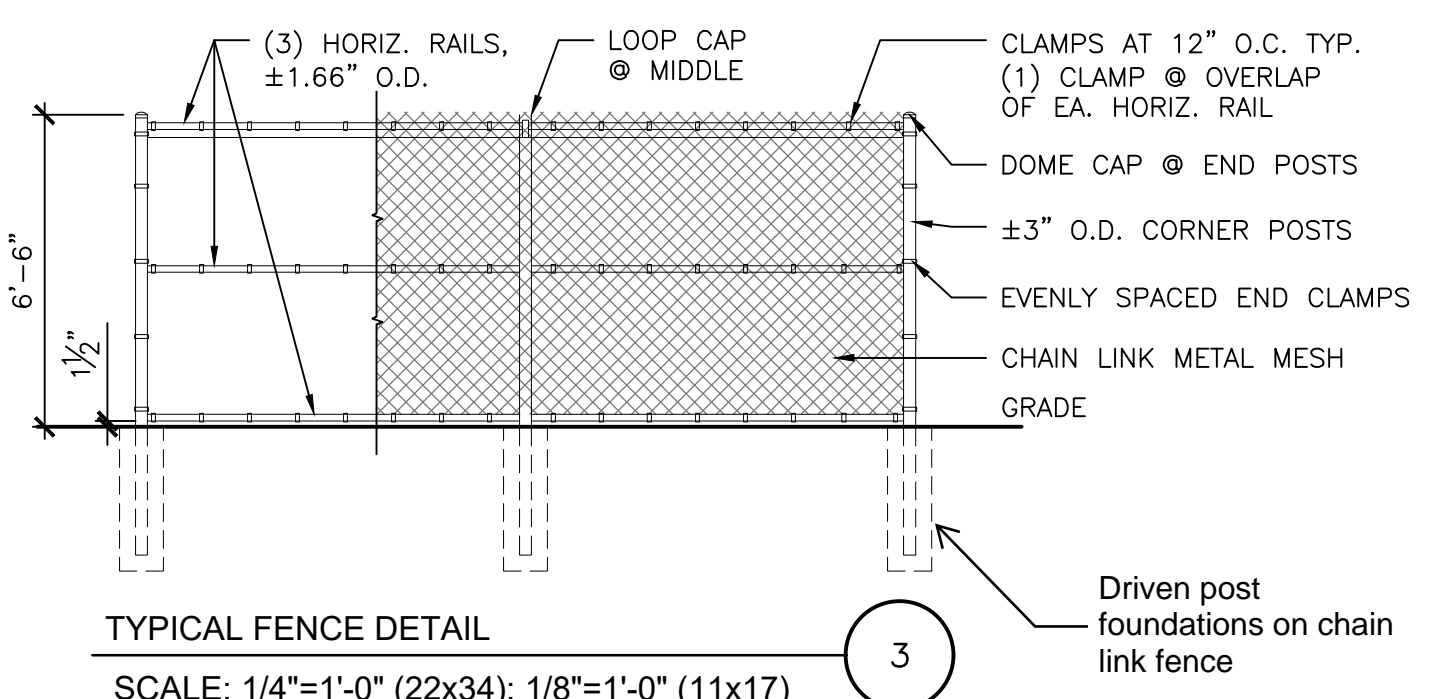
PROJECT INFORMATION - LOT 1 (PHASE 1 & 2)

OWNER ADDRESS	230 SUSSEX STREET LLC 227 SUSSEX ST. PEWAUKEE, WI 53072-2520		
LOT SIZE	CURRENT 687,635	DEVELOPED 687,635 S.F.	CHANGE NONE
BUILDINGS (GSF)	1,038	58,000	56,962 S.F.
BUILDING HEIGHT FAR	PROPOSED <12'	CODE REQUIREMENT <50'	
LOT SIZE	8.43%	<30%	
IMPERVIOUS GREEN SPACE	15.7859 ACRES	>1 ACRE	65% MAX.
	22.64% AVG.	35% MIN.	
	77.36% AVG.		

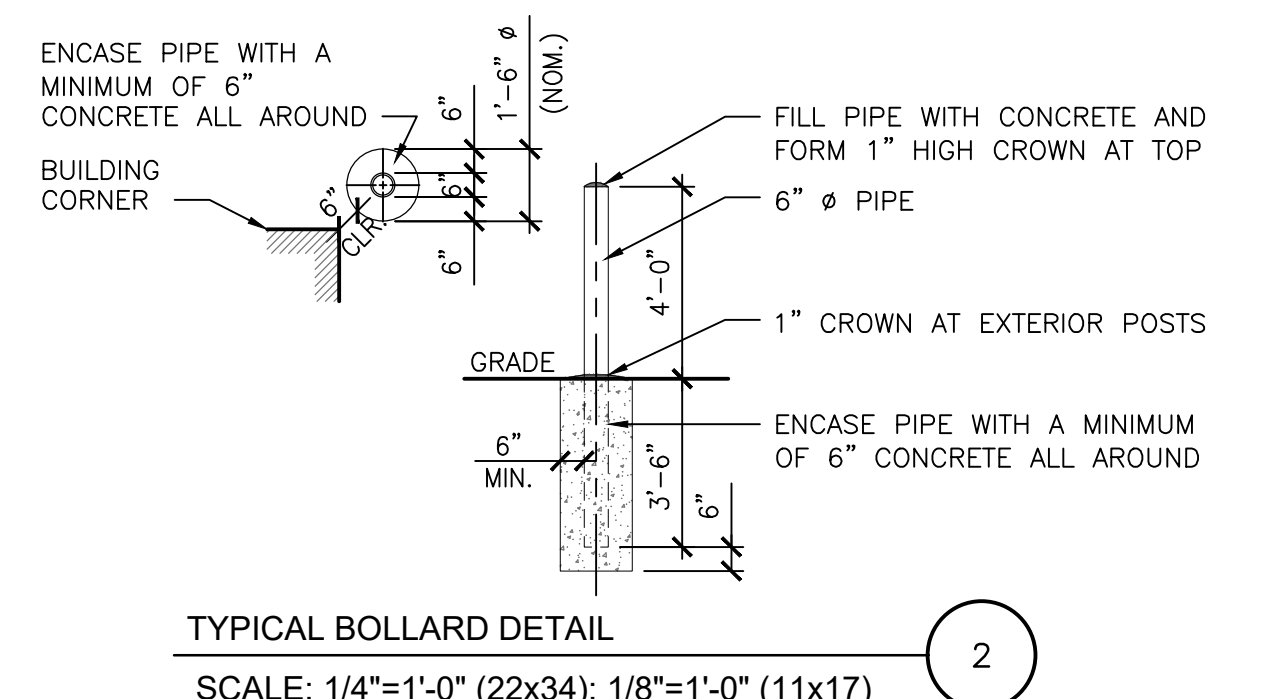
ACCESS HOURS:
24 HOURS PER DAY, 7 DAYS PER WEEK
SECURE SITE WITH ACCESS CONTROL

EMPLOYEES: NO FULL TIME EMPLOYEES ON SITE

PARKING: UNOCCUPIED BUILDINGS.



TYPICAL FENCE DETAIL
SCALE: 1/4"=1'-0" (22x34); 1/8"=1'-0" (11x17)



TYPICAL BOLLARD DETAIL
SCALE: 1/4"=1'-0" (22x34); 1/8"=1'-0" (11x17)

THRIVE ARCHITECTS
 Architect
 259 South Street, Suite A
 Waukesha, WI 53186
 p: 833-380-6180
 e: jdb@thrive-architects.com

wellspring CONSTRUCTION GROUP
 Contractor
 227 Sussex Street
 Pewaukee, WI 53072
 p: 262-696-4492
 e: tim@wellspringcg.com

Project Info. — 21112
PEWAUKEE SELF STORAGE
 NEW CONSTRUCTION
 227 Sussex Street
 Pewaukee, WI 53072

Sheet Title
SITE PLAN

Drawn by	Checked by
AMP	---

Revisions

No.	Date	Description
01.26.22		PC Resubmittal

Sheet No.
SP1.0

NOT FOR CONSTRUCTION

SITE PLAN
 SCALE: 1"=40'-0" (22x34); 1"=80'-0" (11x17)

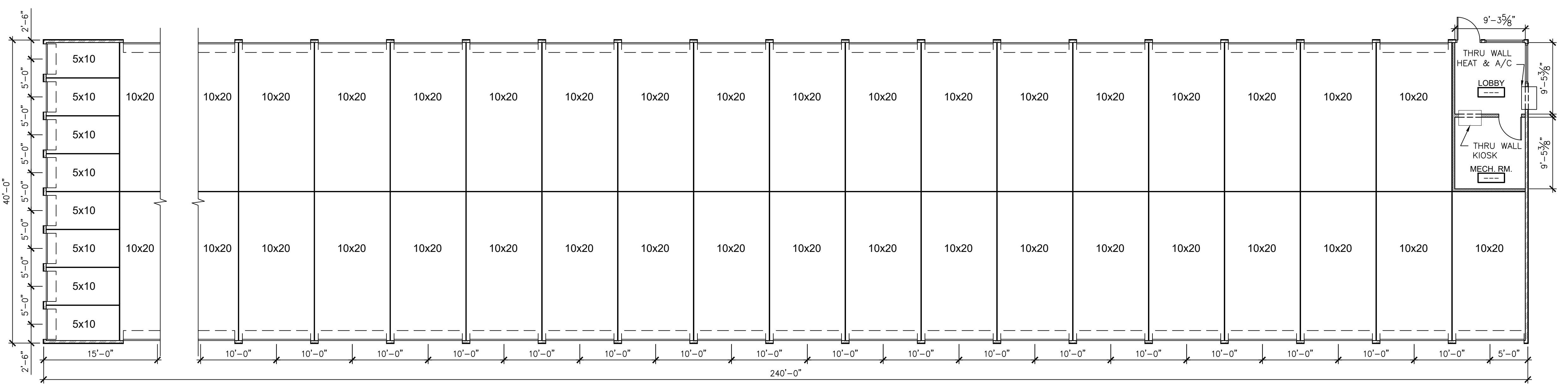
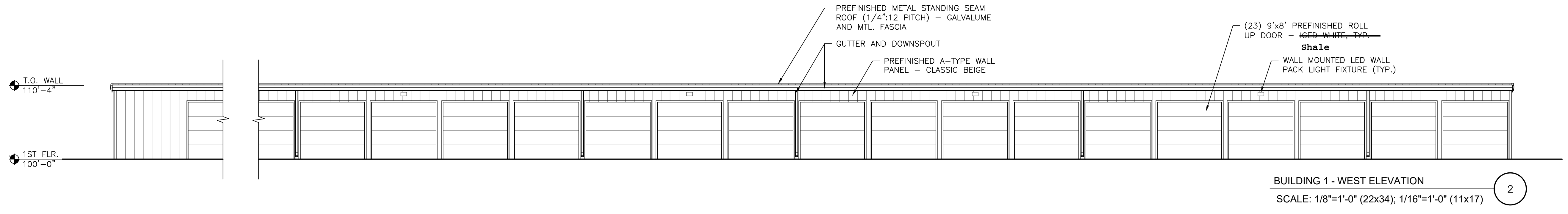
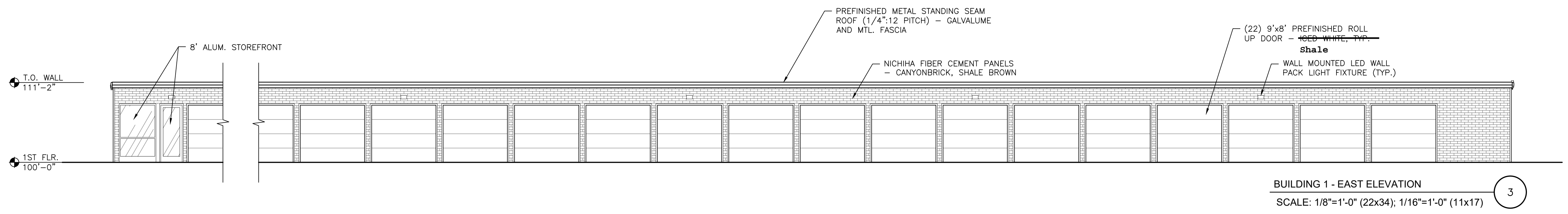
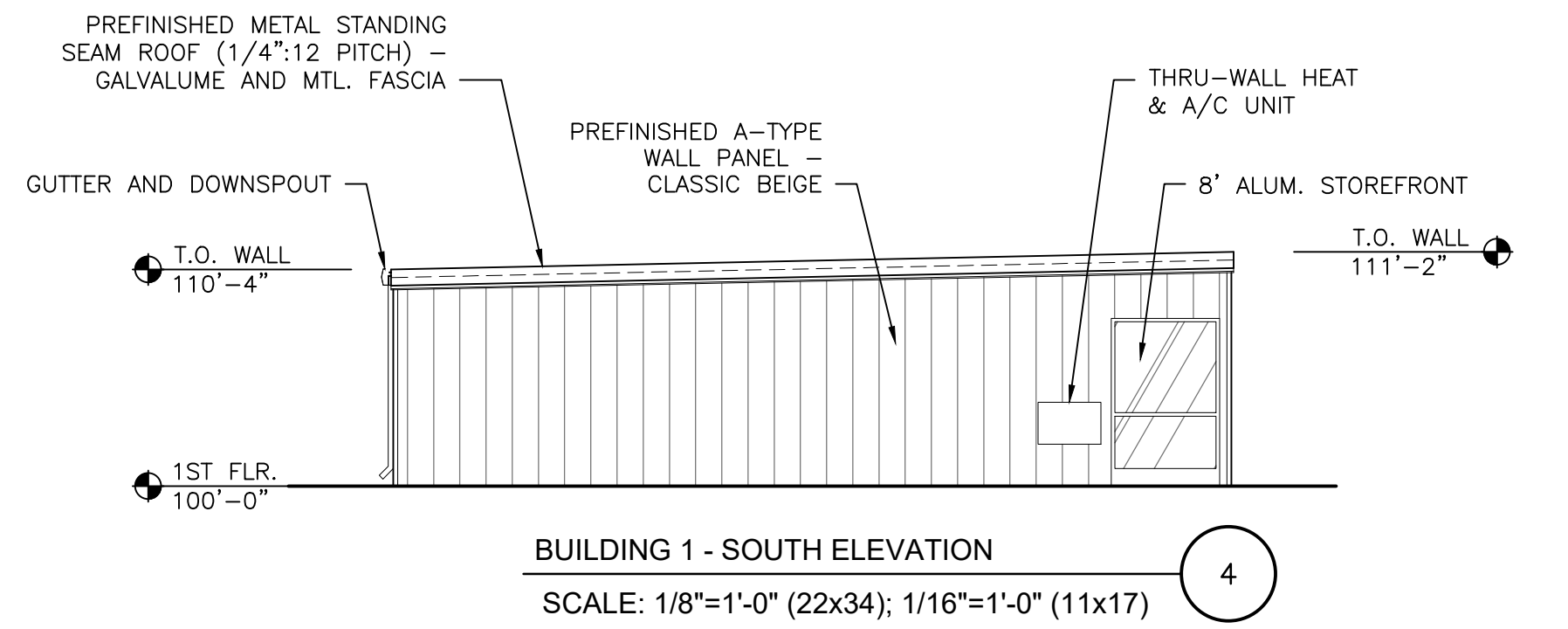
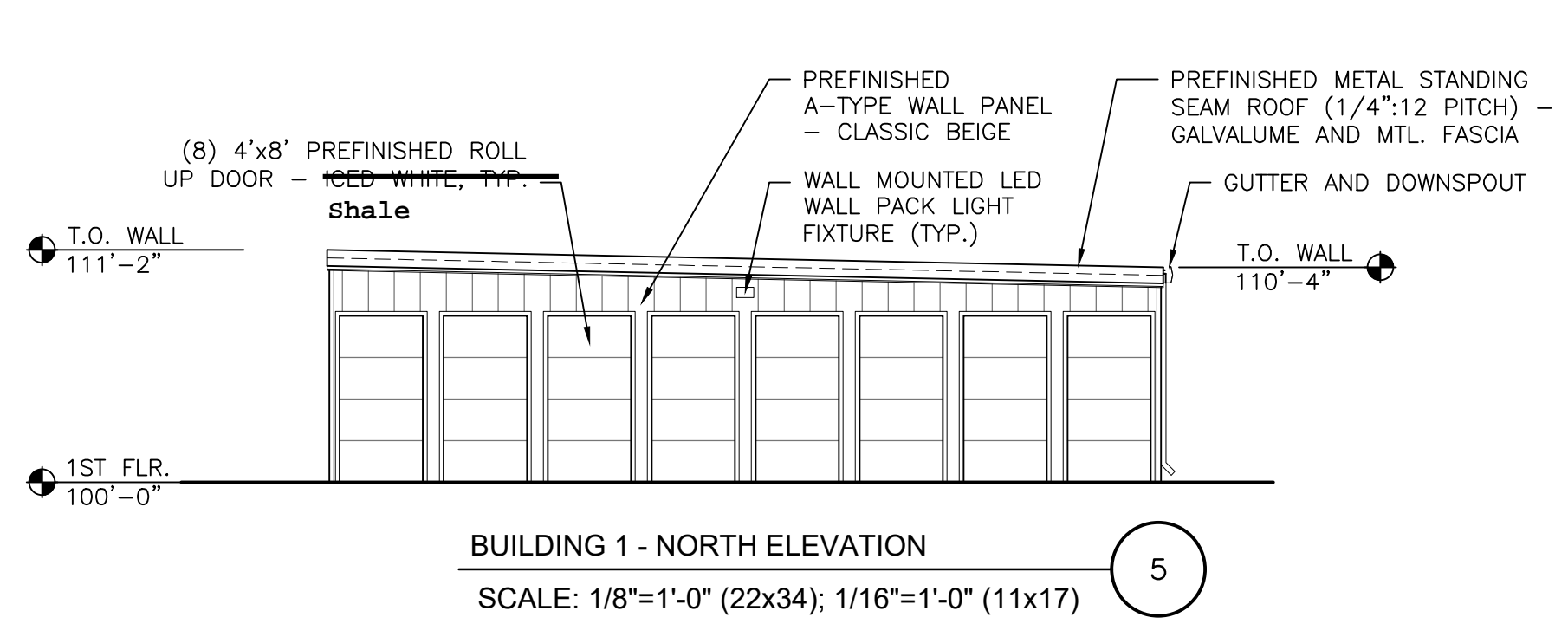


Sheet Title
BUILDING 1 - PLAN AND ELEVATIONS

Drawn by	Checked by
AMP	---

Revisions

No.	Date	Description
01	01.26.22	PC Resubmittal

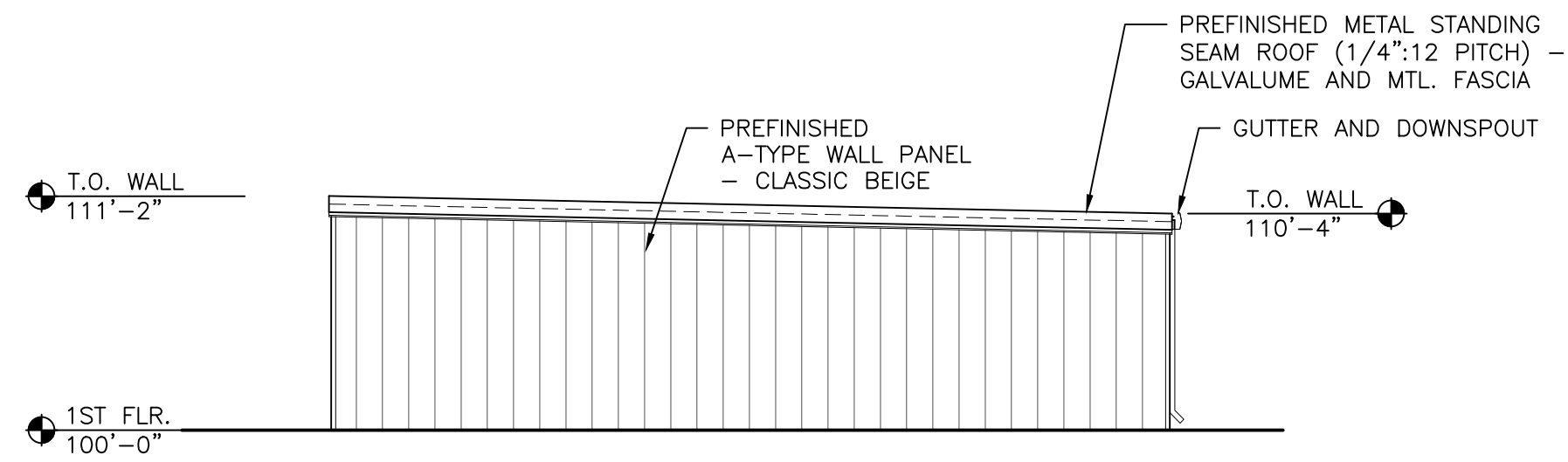


NOT FOR CONSTRUCTION

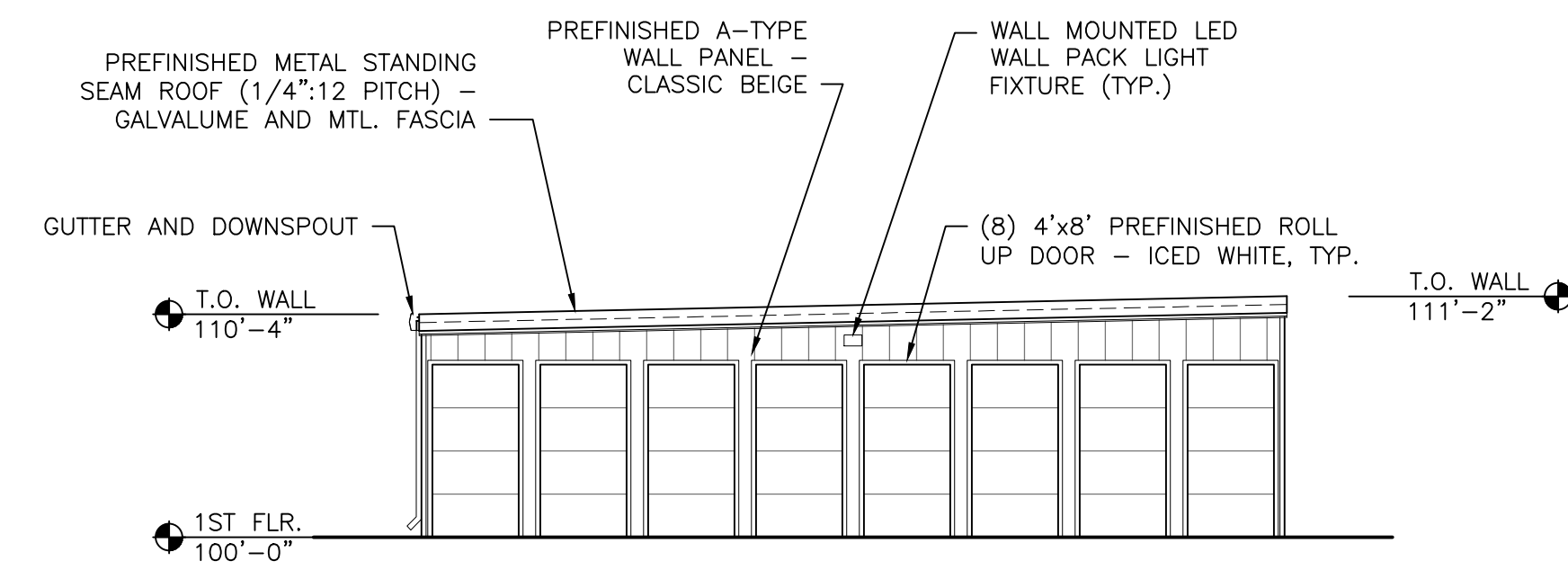
**BUILDING 2 - PLAN
AND ELEVATIONS**

Drawn by	Checked by
AMP	---

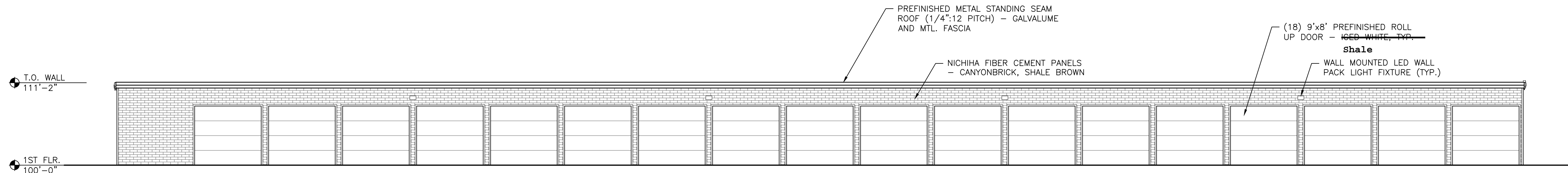
Revisions		
No.	Date	Description
1	01.26.22	PC Resubmittal



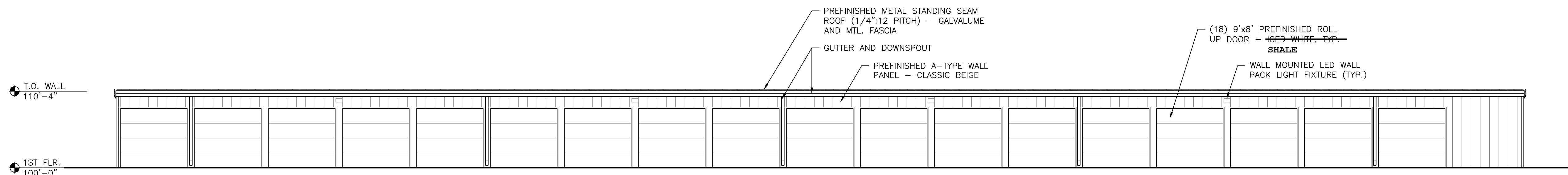
BUILDING 2 - NORTH ELEVATION
SCALE: 1/8"=1'-0" (22x34); 1/16"=1'-0" (11x17) **5**



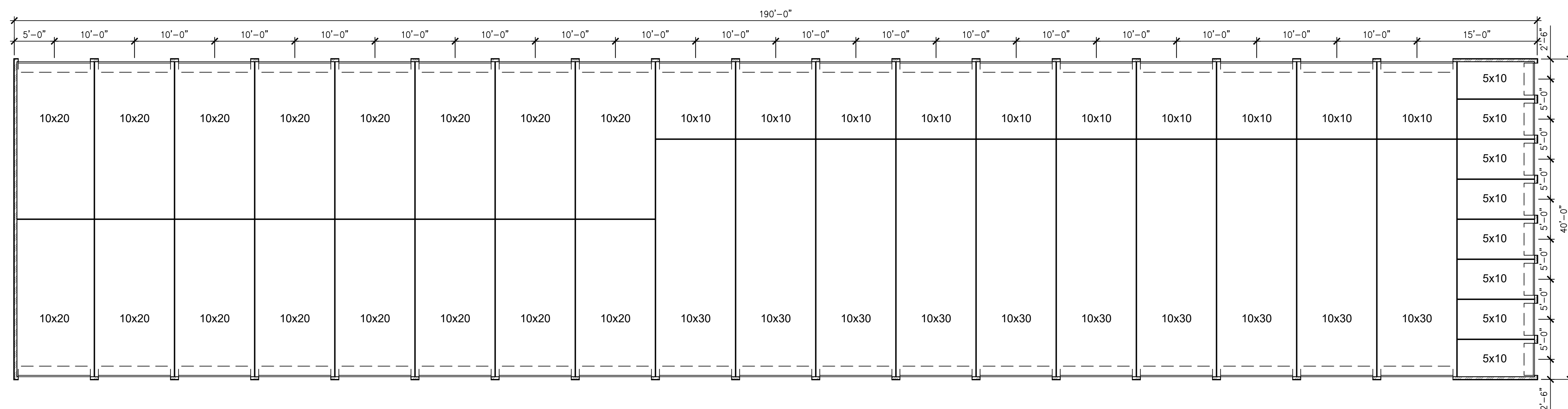
BUILDING 2 - SOUTH ELEVATION
SCALE: 1/8"=1'-0" (22x34); 1/16"=1'-0" (11x17) **4**



BUILDING 2 - EAST ELEVATION
SCALE: 1/8"=1'-0" (22x34); 1/16"=1'-0" (11x17) **3**



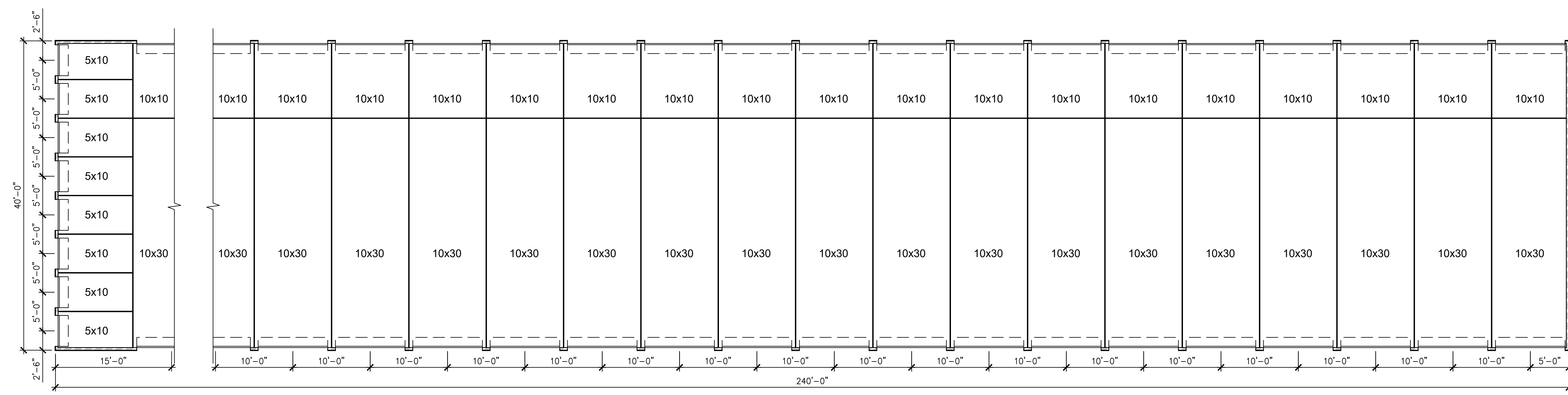
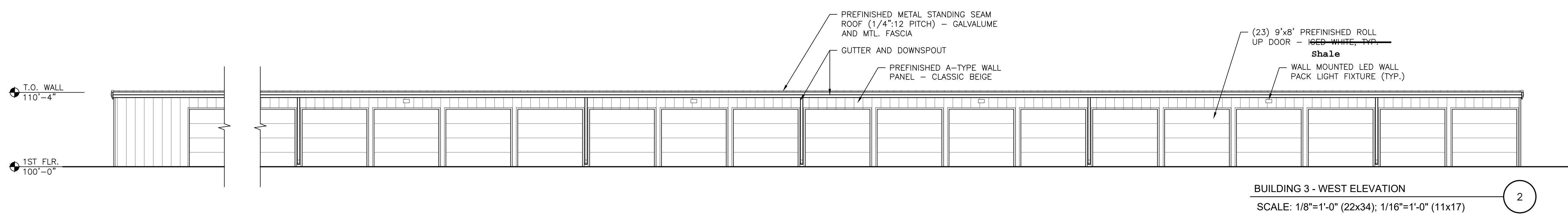
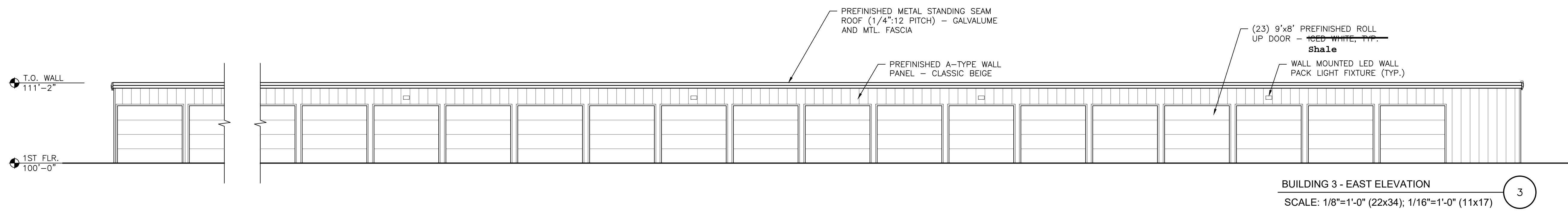
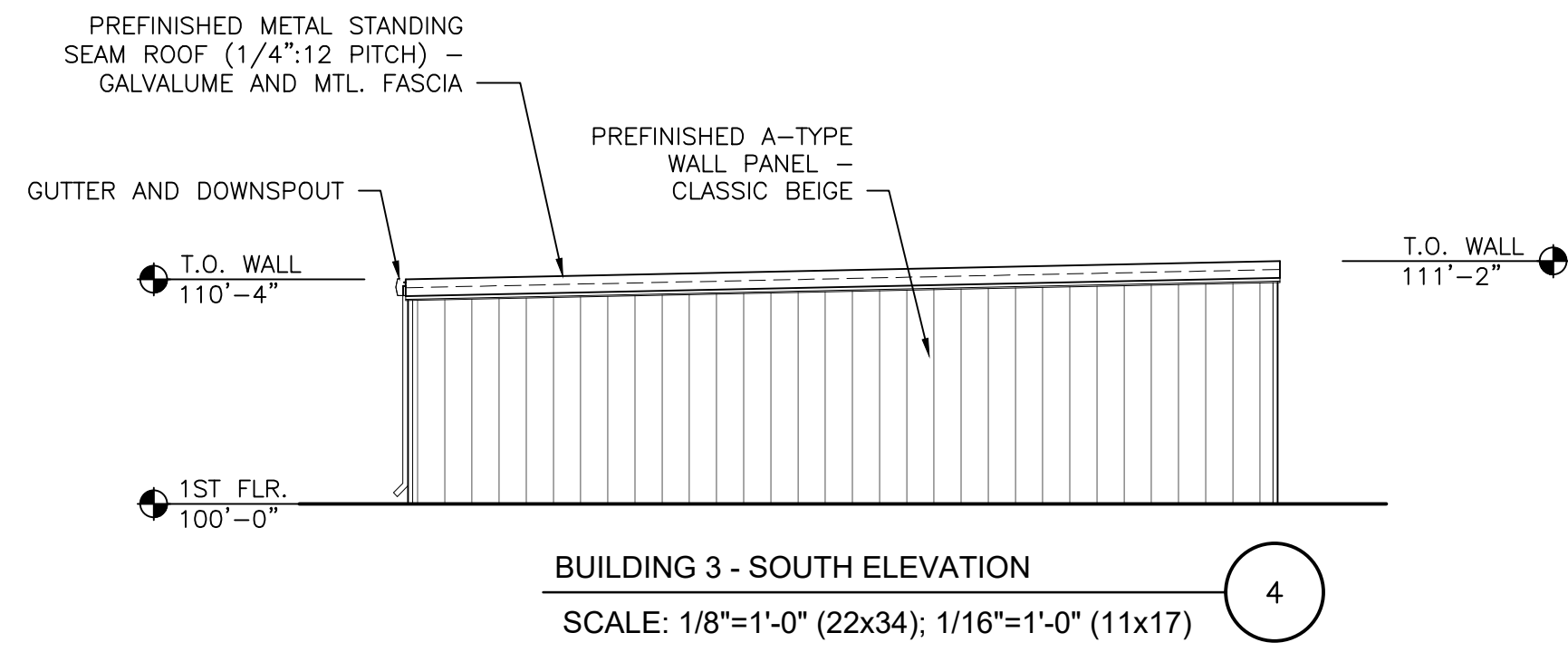
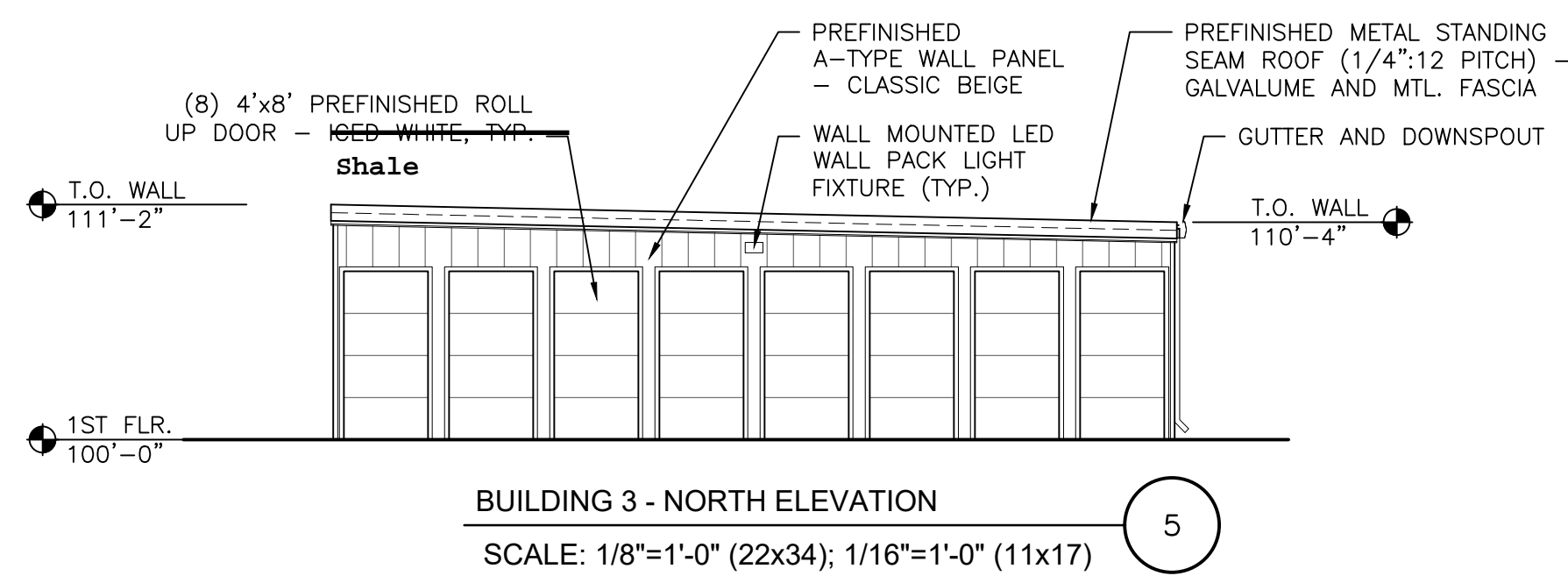
BUILDING 2 - WEST ELEVATION
SCALE: 1/8"=1'-0" (22x34); 1/16"=1'-0" (11x17) **2**



BUILDING 2 - PLAN
SCALE: 1/8"=1'-0" (22x34); 1/16"=1'-0" (11x17) **1**



NOT FOR CONSTRUCTION



BUILDING 3 - PLAN
SCALE: 1/8"=1'-0" (22x34); 1/16"=1'-0" (11x17)

THRIVE ARCHITECTS
Architect
259 South Street, Suite A
Waukesha, WI 53186
p: 833-380-6180
e: jdb@thrive-architects.com

wellspring CONSTRUCTION GROUP
Contractor
227 Sussex Street
Pewaukee, WI 53072
p: 262-696-4492
e: tim@wellspringcgc.com

Project Info. — 21112
PEWAUKEE SELF STORAGE
NEW CONSTRUCTION
227 Sussex Street
Pewaukee, WI 53072

Sheet Title
BUILDING 3 - PLAN AND ELEVATIONS

Drawn by	Checked by
AMP	---

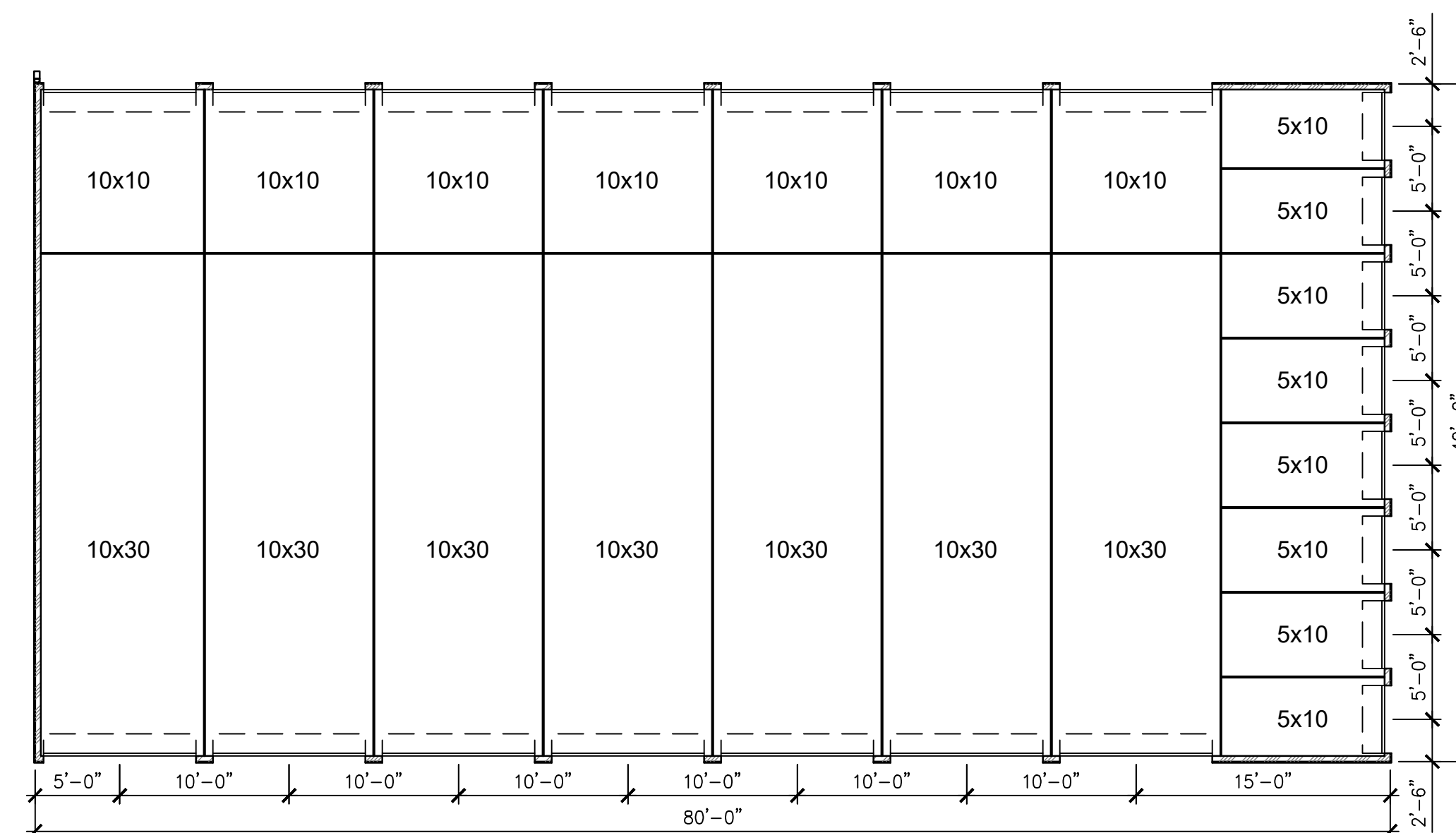
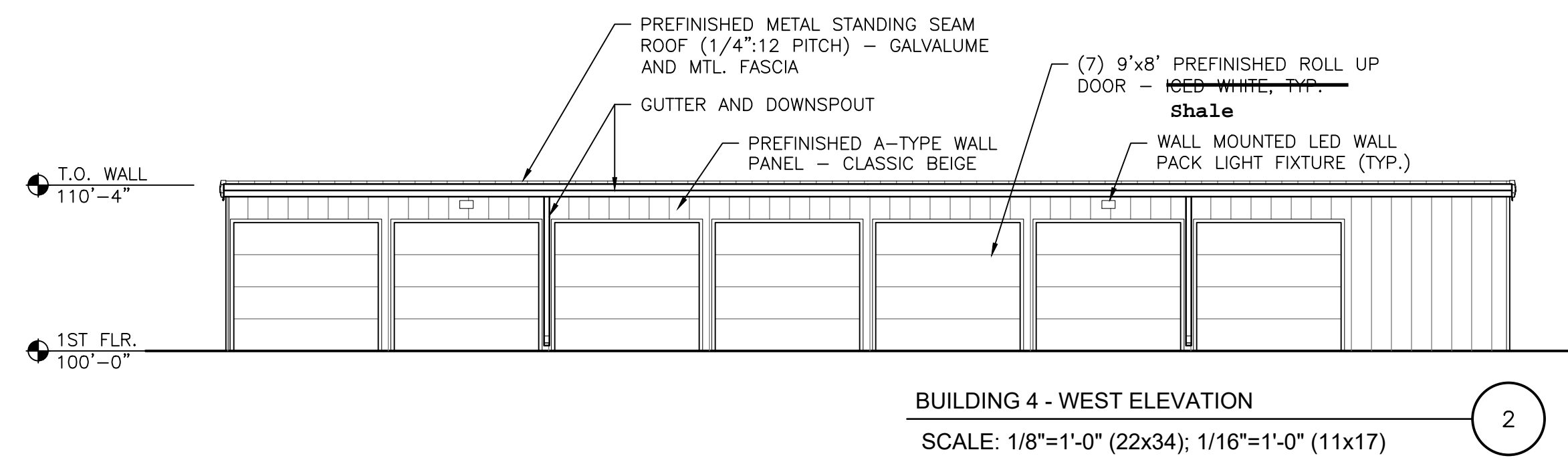
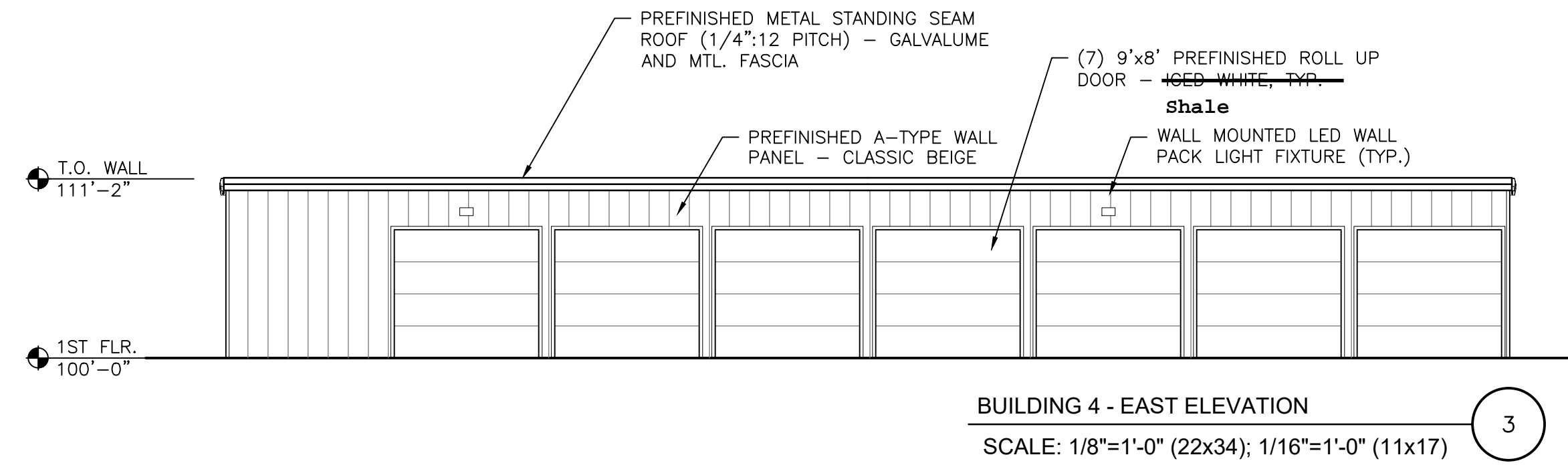
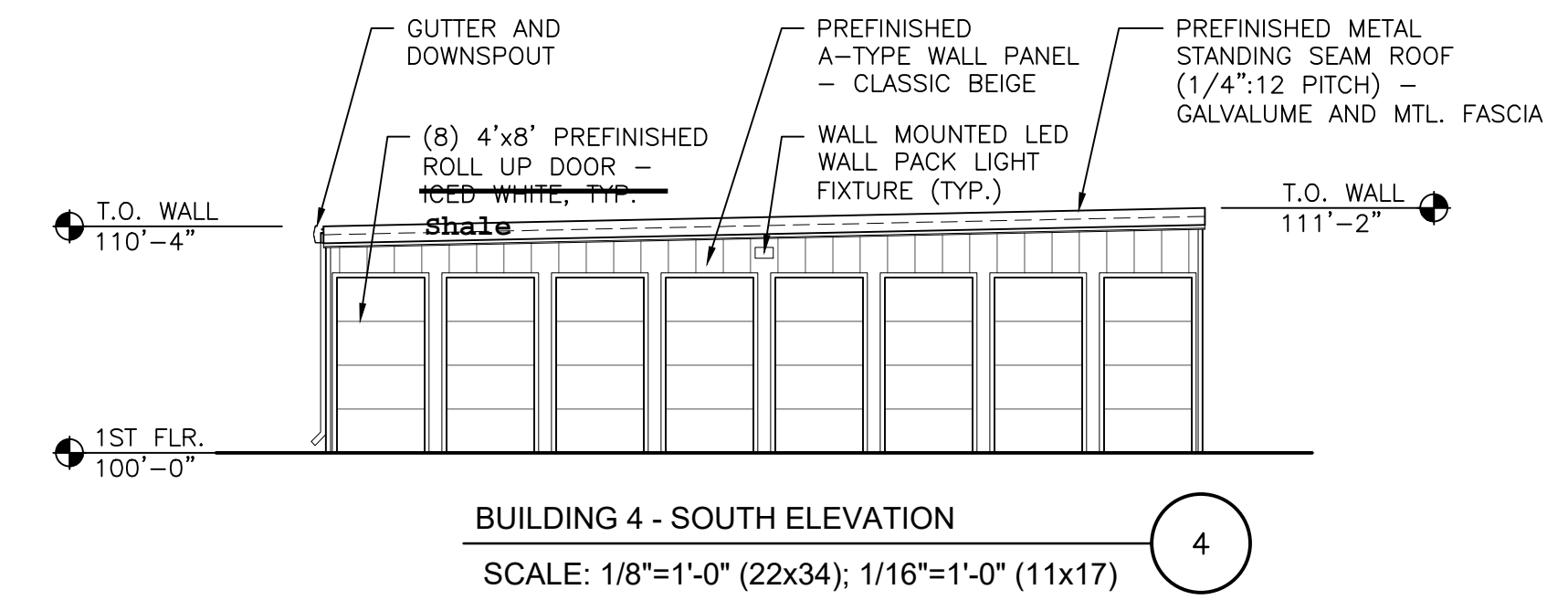
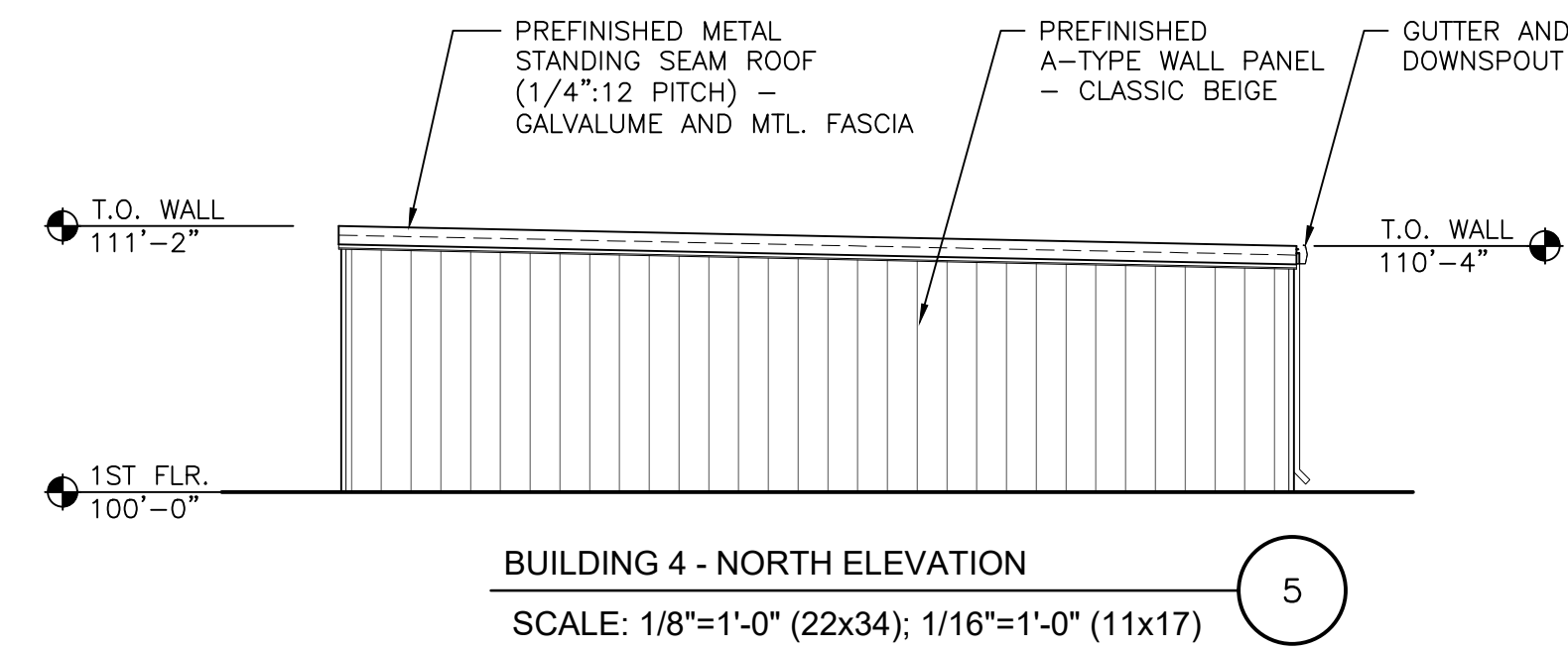
Revisions

No.	Date	Description
01	01.26.22	PC Resubmittal

Sheet No.
A1.2

NOT FOR CONSTRUCTION





BUILDING 4 - PLAN
SCALE: 1/8"=1'-0" (22x34); 1/16"=1'-0" (11x17)

1

THRIVE ARCHITECTS
 Architect
 259 South Street, Suite A
 Waukesha, WI 53186
 p: 833-380-6180
 e: jdb@thrive-architects.com

wellspring CONSTRUCTION GROUP
 Contractor
 227 Sussex Street
 Pewaukee, WI 53072
 p: 262-696-4492
 e: tim@wellspringcg.com

Project Info. — 21112
PEWAUKEE SELF STORAGE
 NEW CONSTRUCTION
 227 Sussex Street
 Pewaukee, WI 53072

Sheet Title
BUILDING 4 - PLAN AND ELEVATIONS

Drawn by	Checked by
AMP	---

Revisions

No.	Date	Description
01	01.26.22	PC Resubmittal

Sheet No.
A1.3

NOT FOR CONSTRUCTION

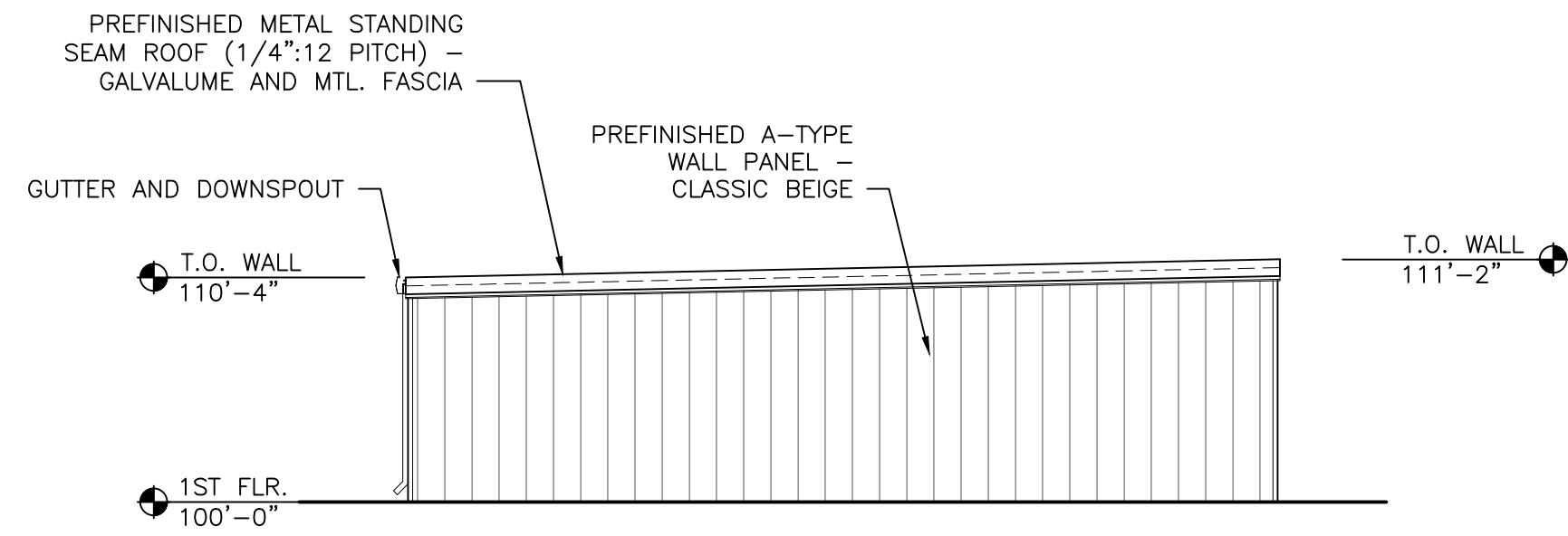
BUILDING 5 - PLAN AND ELEVATIONS

Drawn by	Checked by
AMP	---

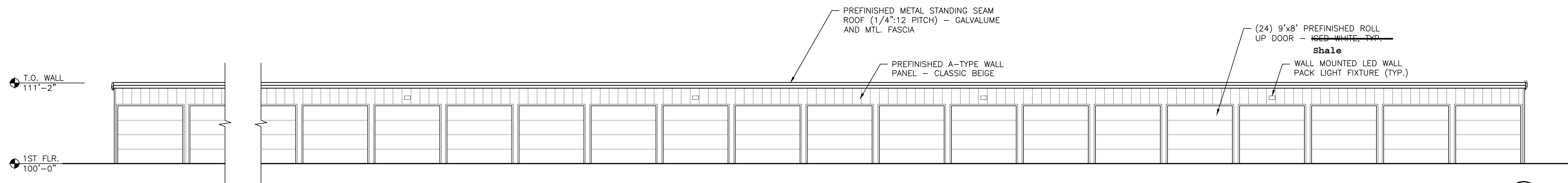
Revisions

No.	Date	Description
01	01.26.22	PC Resubmittal

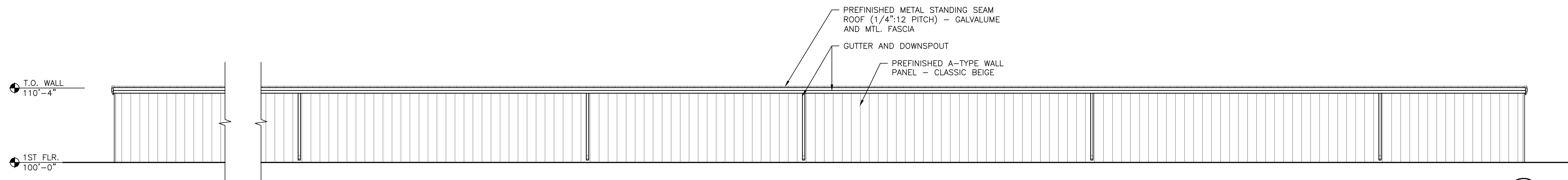
NOT FOR CONSTRUCTION



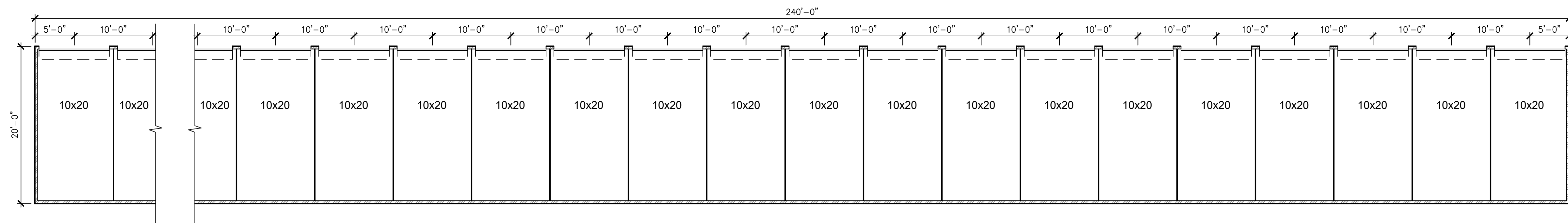
BUILDING 5 - NORTH/SOUTH ELEVATION
 SCALE: 1/8"=1'-0" (22x34); 1/16"=1'-0" (11x17) 4



BUILDING 5 - EAST ELEVATION
 SCALE: 1/8"=1'-0" (22x34); 1/16"=1'-0" (11x17) 3



BUILDING 5 - WEST ELEVATION
 SCALE: 1/8"=1'-0" (22x34); 1/16"=1'-0" (11x17) 2



BUILDING 5 - PLAN
 SCALE: 1/8"=1'-0" (22x34); 1/16"=1'-0" (11x17) 1

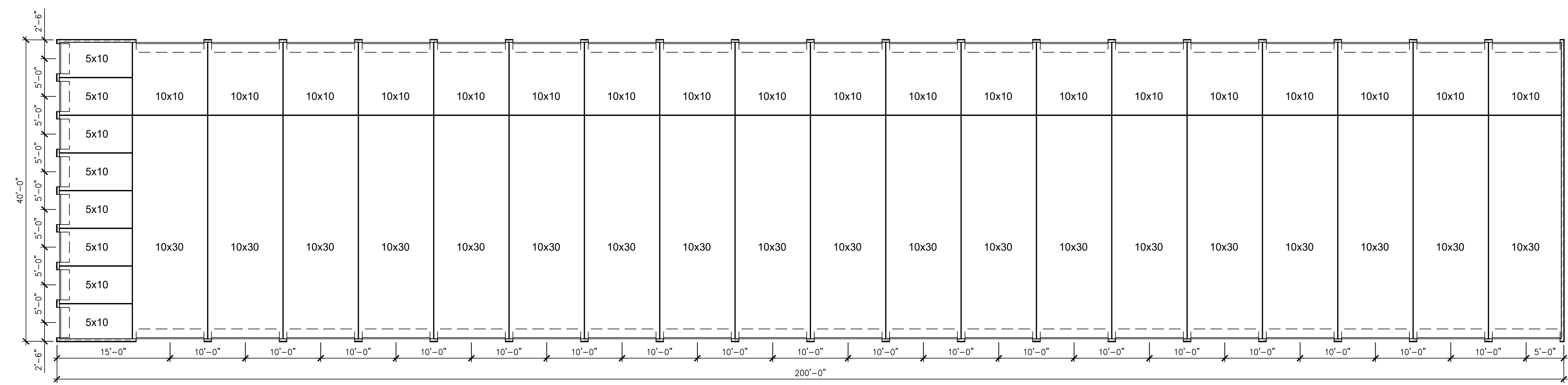
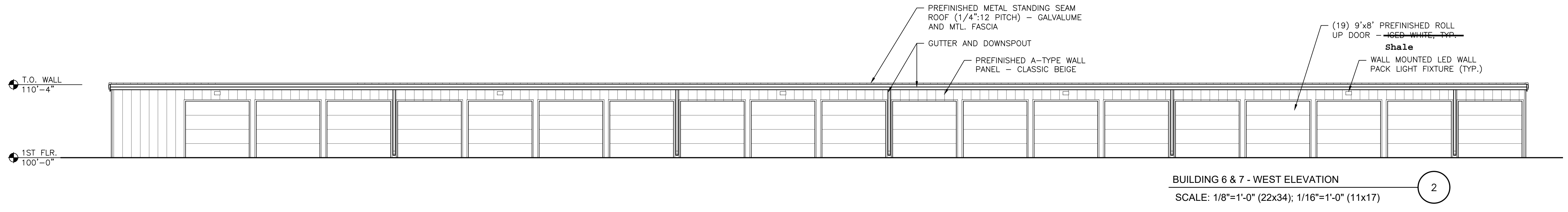
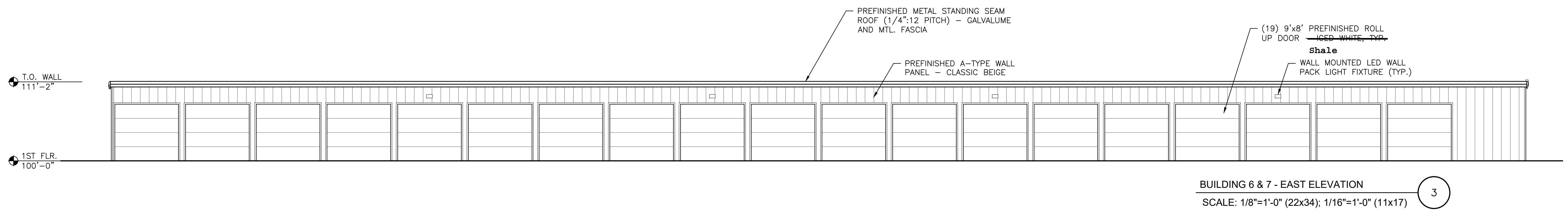
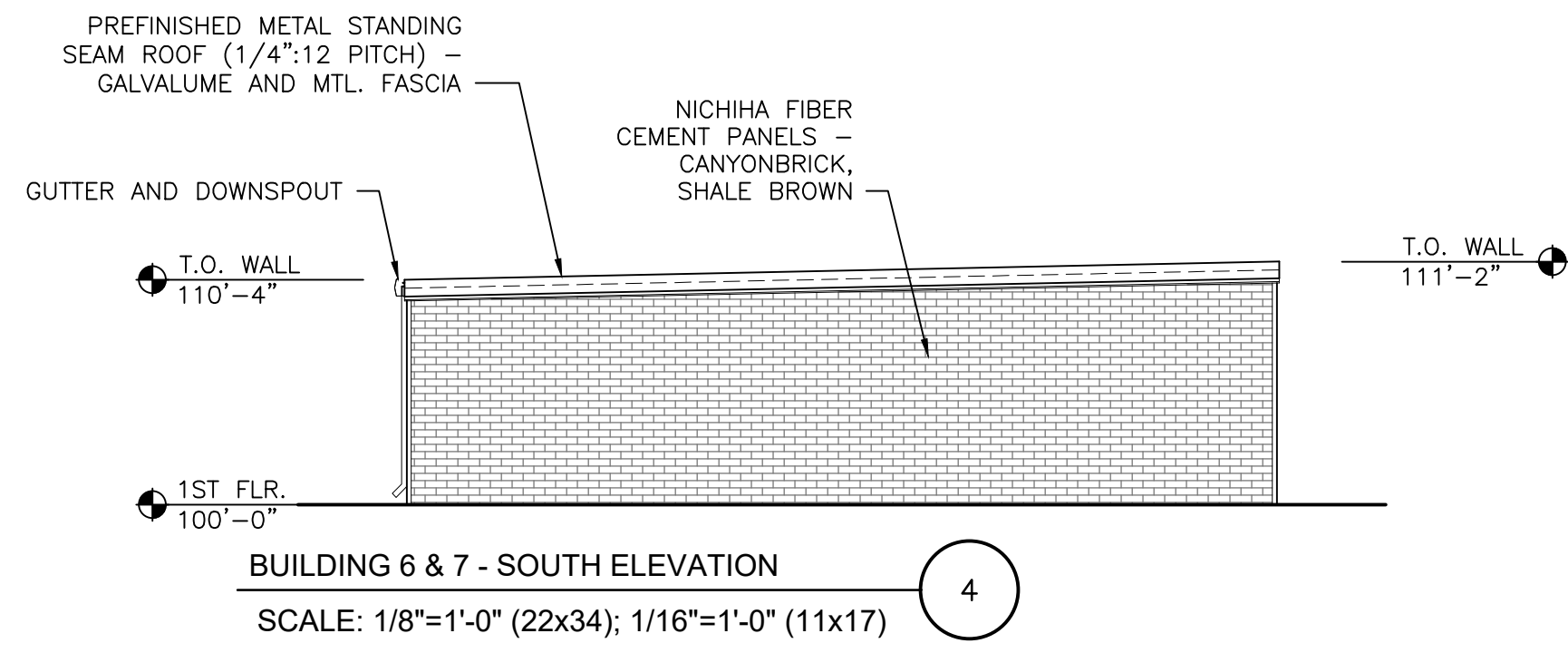
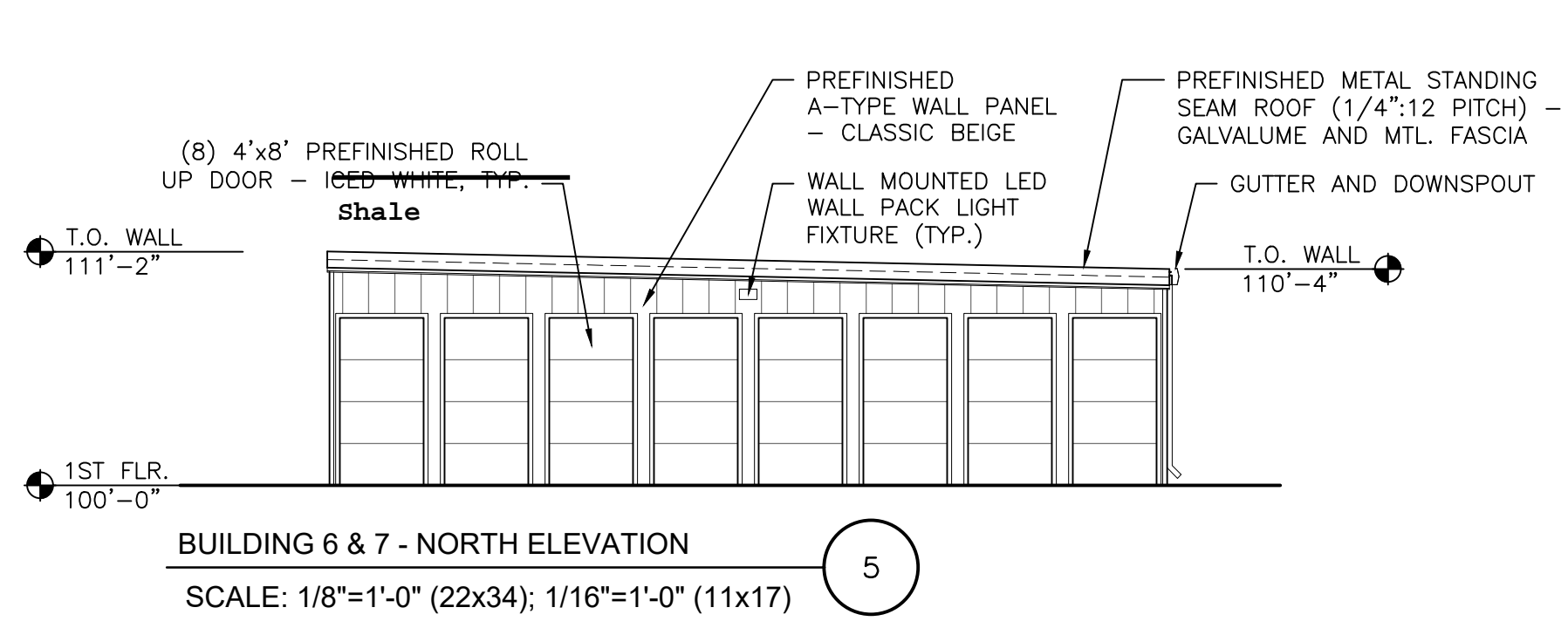


Sheet Title
BUILDING 6 & 7 - PLAN AND ELEVATIONS

Drawn by	Checked by
AMP	---

Revisions

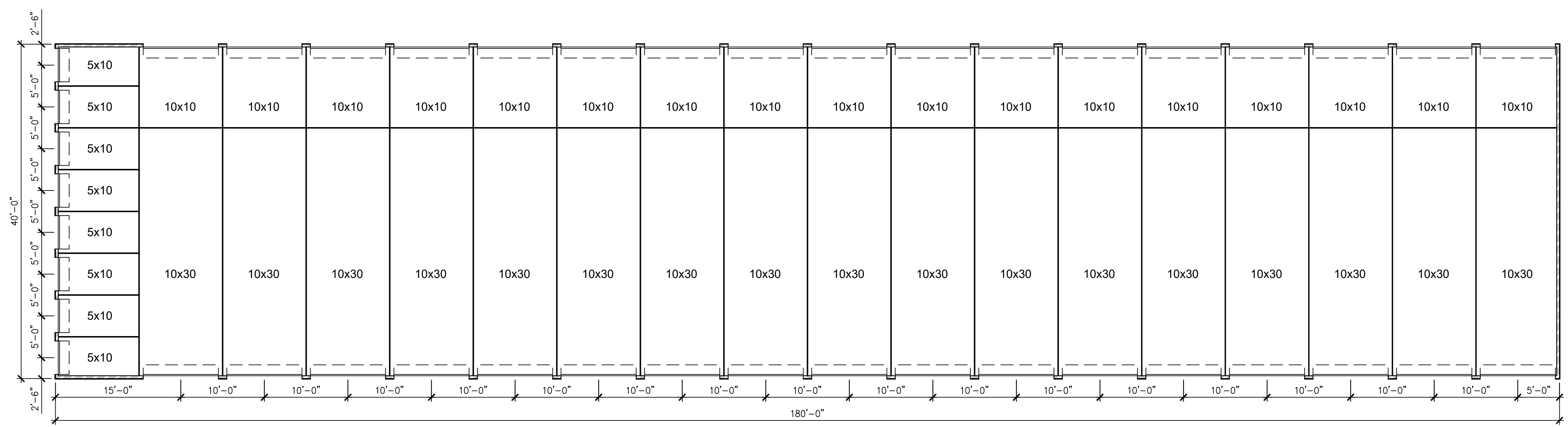
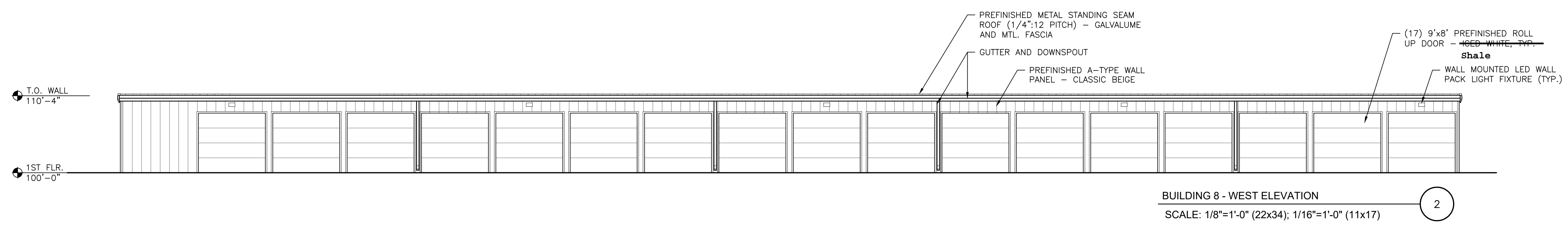
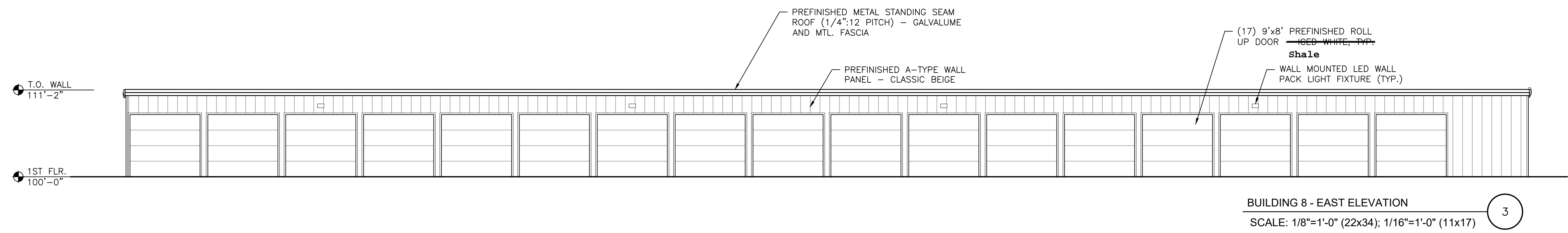
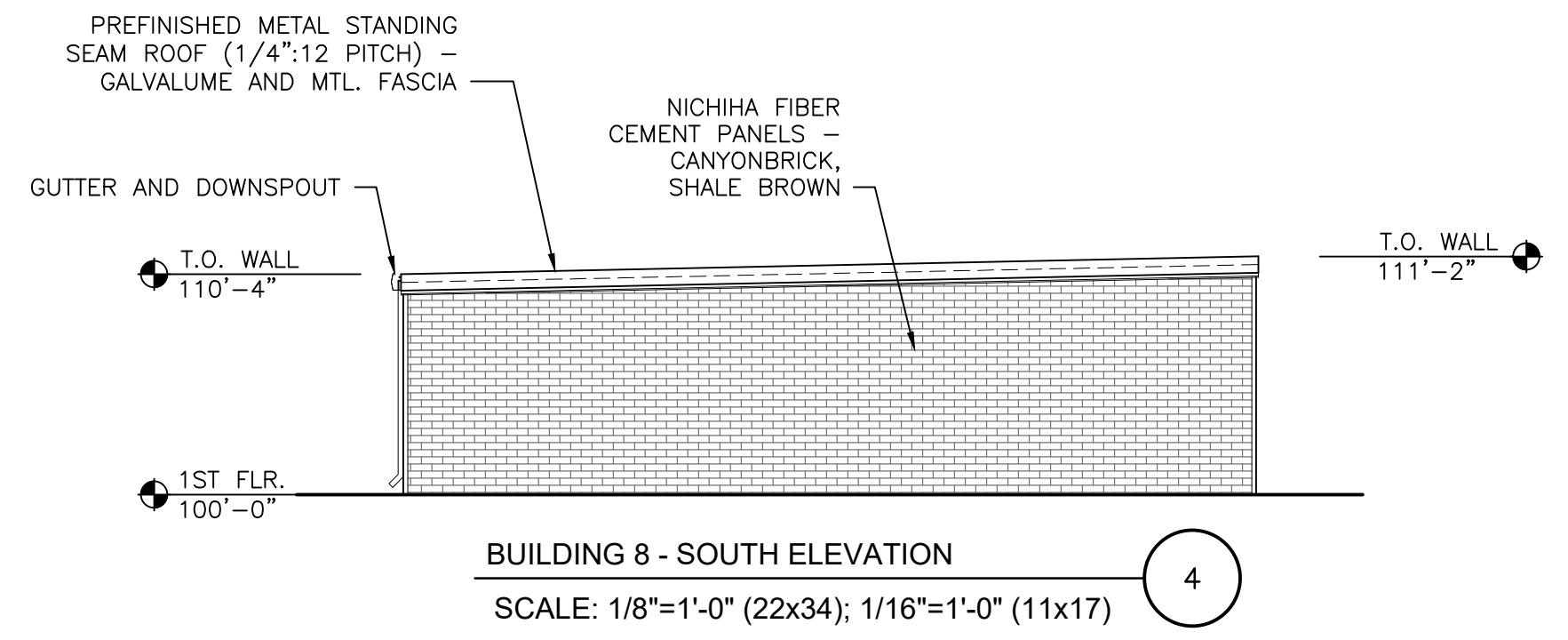
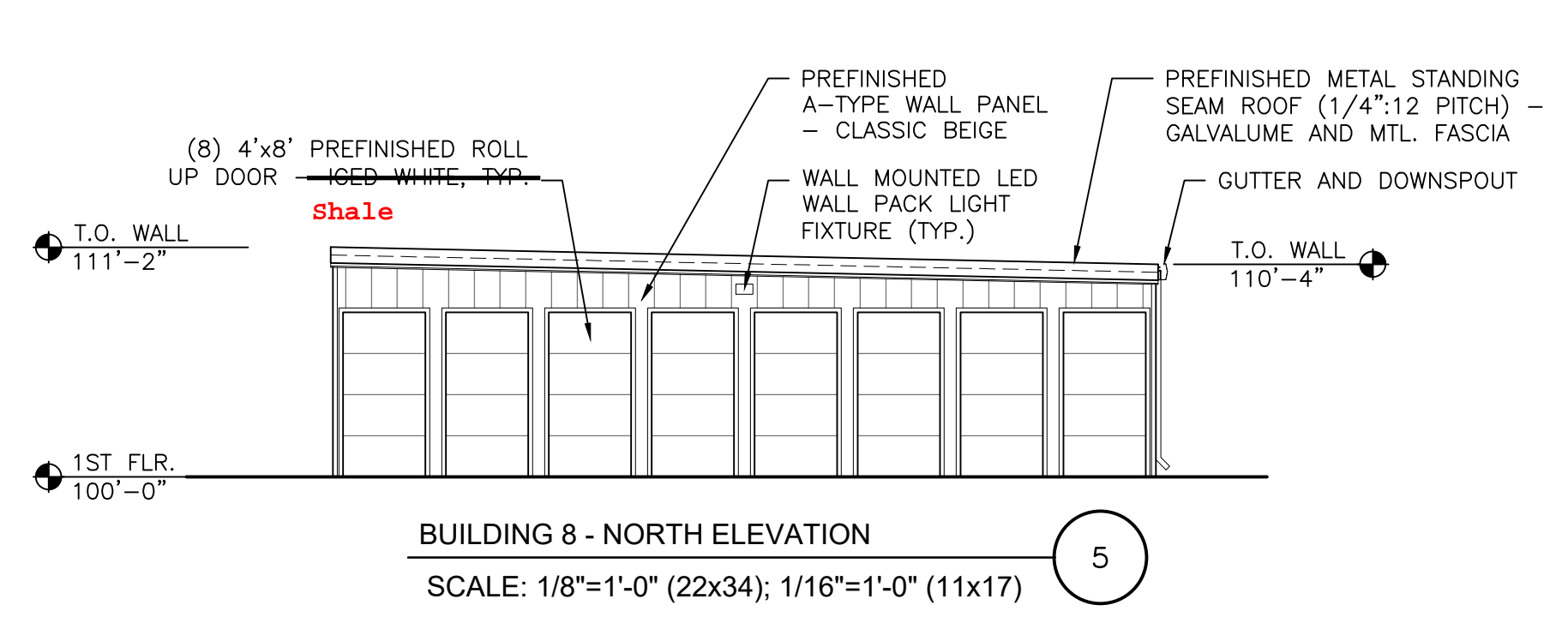
No.	Date	Description
01	01.26.22	PC Resubmittal



NOT FOR CONSTRUCTION

Drawn by	Checked by
AMP	---

Revisions		
No.	Date	Description
	01.26.22	PC Resubmittal



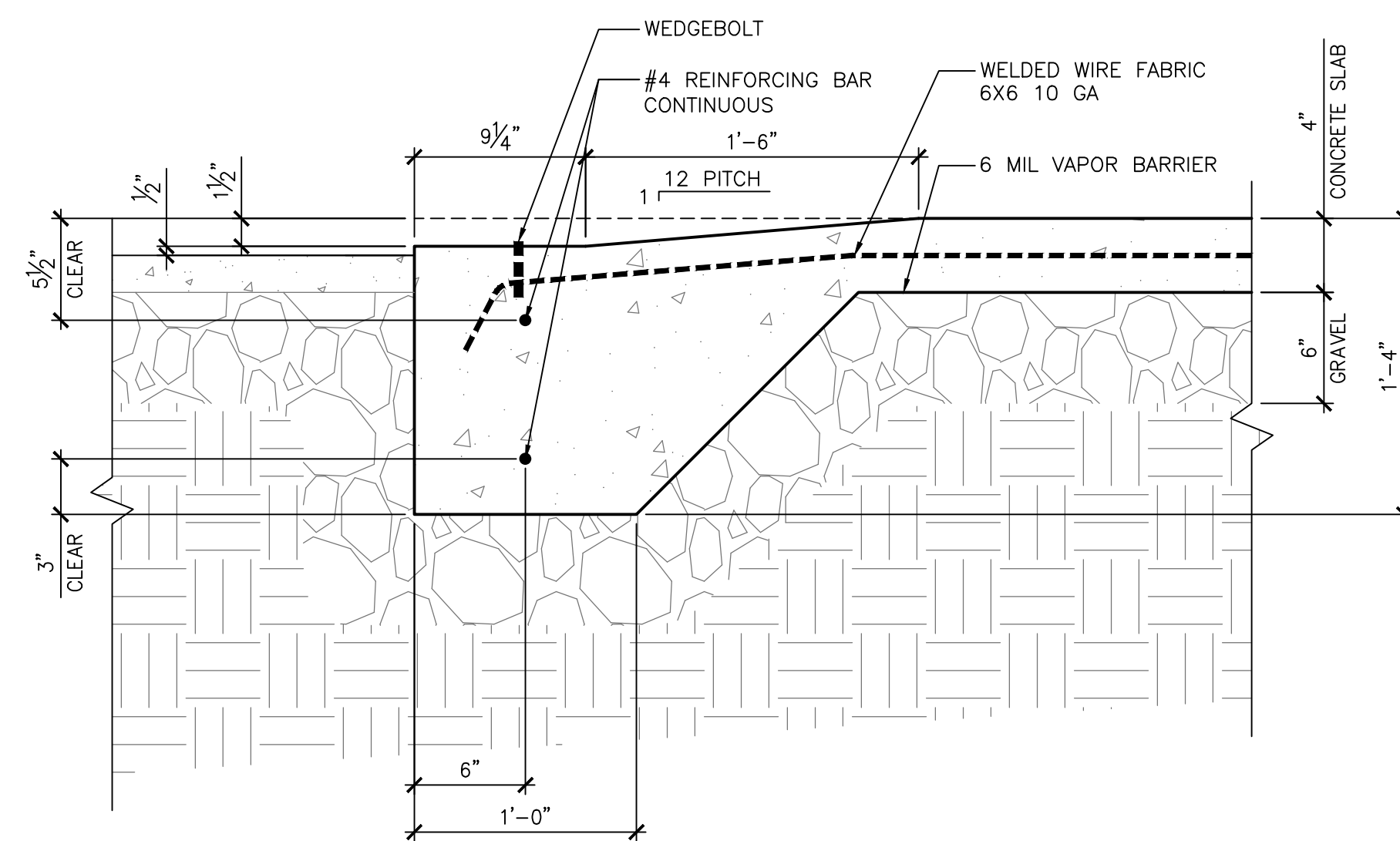
NOT FOR CONSTRUCTION

**CONSTRUCTION
DETAILS**

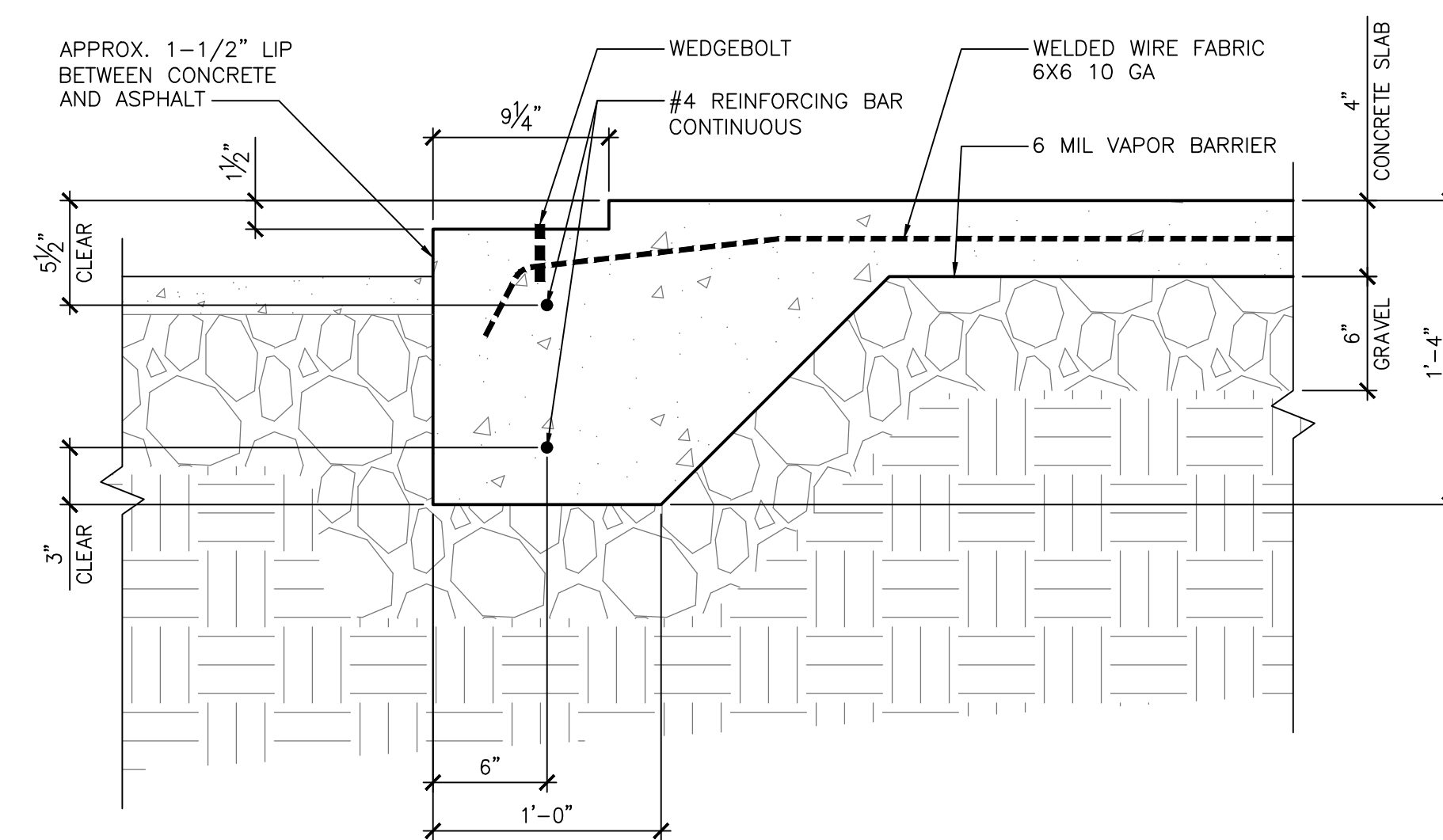
Drawn by	Checked by
AMP	---

Revisions		
No.	Date	Description
01	01.26.22	PC Resubmittal

NOT FOR CONSTRUCTION



FLOATING SLAB DETAIL, ADA PITCH, NOTCHED
SCALE: 1-1/2"=1'-0" (22x34); 3/4"=1'-0" (11x17)



FLOATING SLAB DETAIL, NOTCHED
SCALE: 1-1/2"=1'-0" (22x34); 3/4"=1'-0" (11x17)



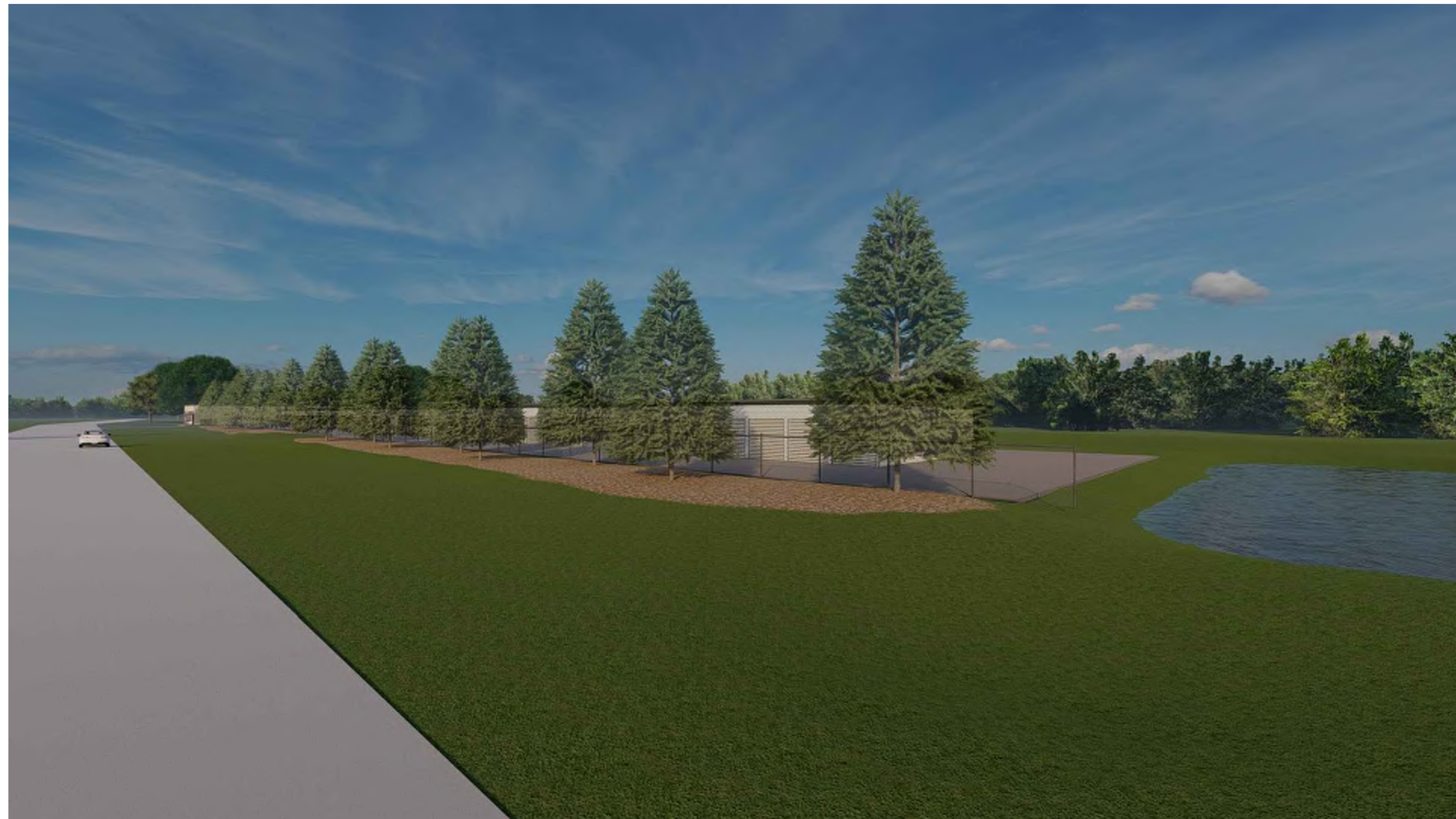
MAIDEN LANE
SCALE: N.T.S.

4



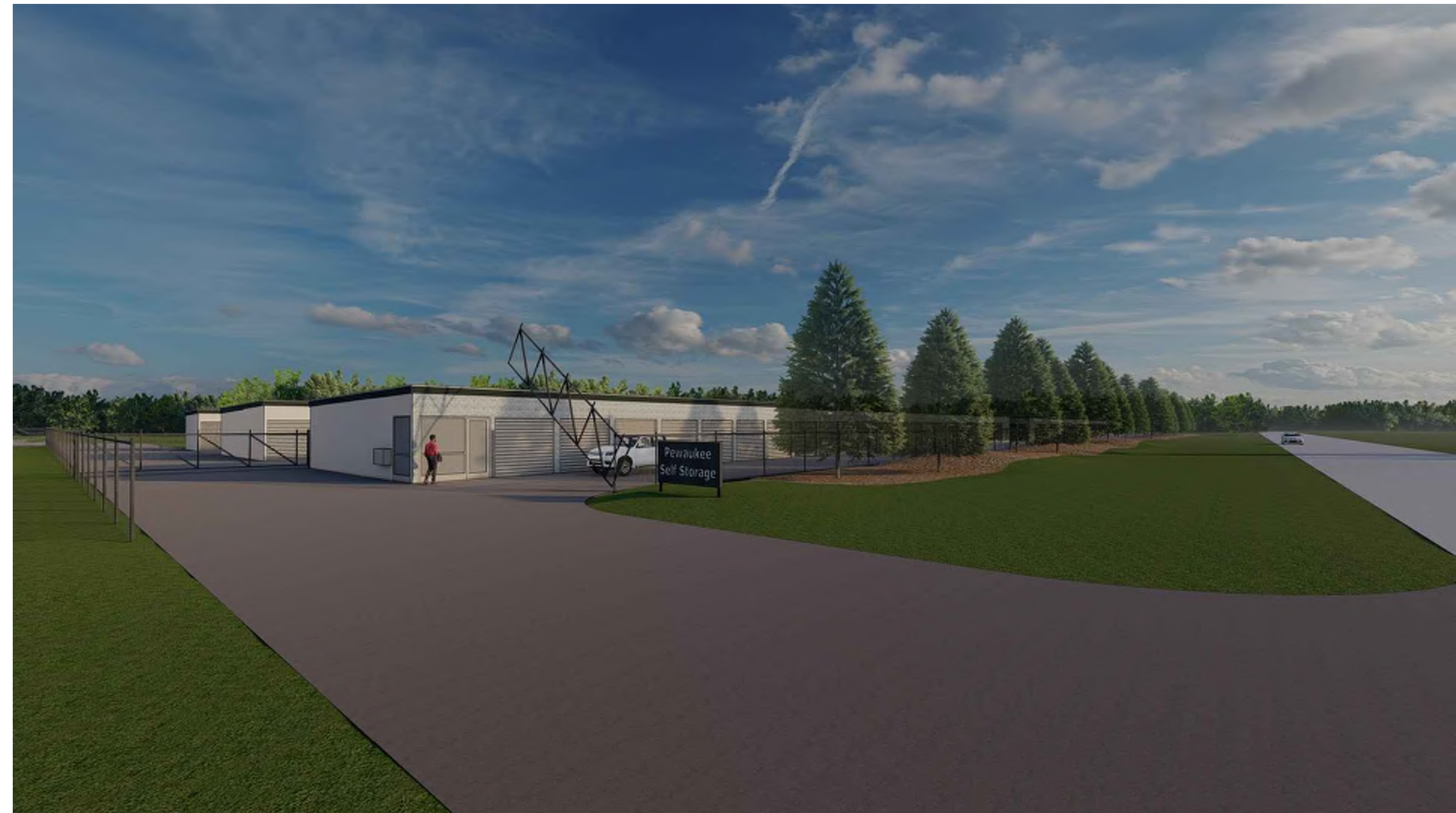
MAIDEN LANE
SCALE: N.T.S.

3



SUSSEX STREET
SCALE: N.T.S.

2



SUSSEX STREET
SCALE: N.T.S.

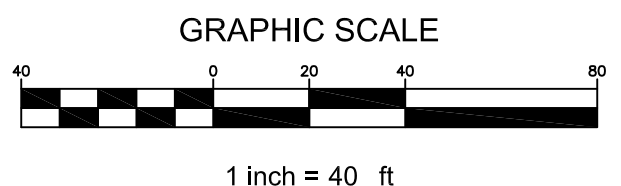
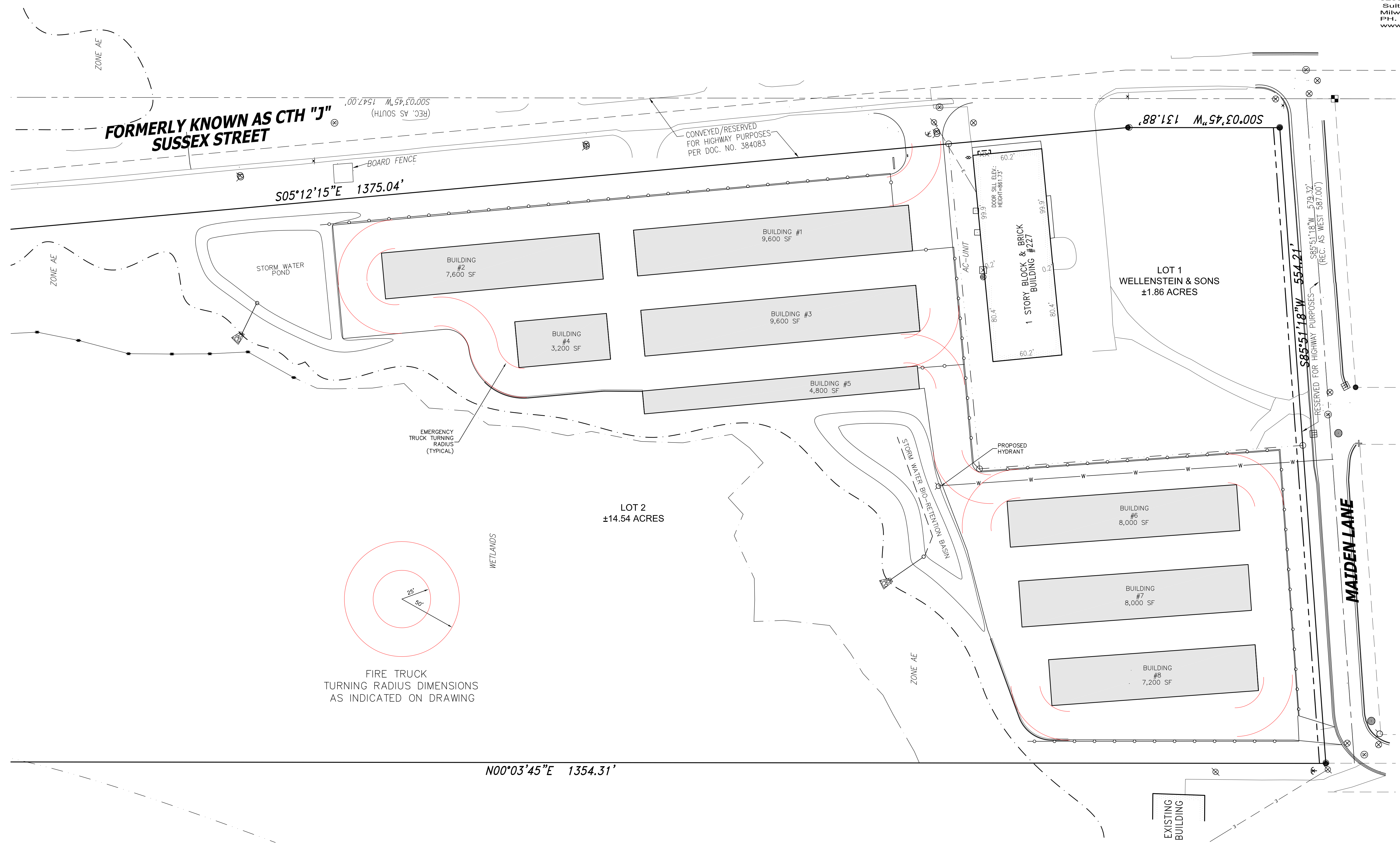
1

**CONCEPTUAL
RENDERINGS**

Drawn by	Checked by
AMP	---

Revisions		
No.	Date	Description
	01.26.22	PC Resubmittal

NOT FOR CONSTRUCTION



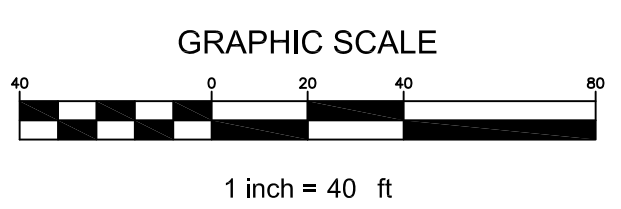
CJE NO.: 2169R4
 JAN. 20, 2022

FIRE DEPT. ACCESS PLAN



PEWAUKEE SELF-STORAGE
 VILLAGE OF PEWAUKEE, WISCONSIN

N00°03'45"E 1502'±

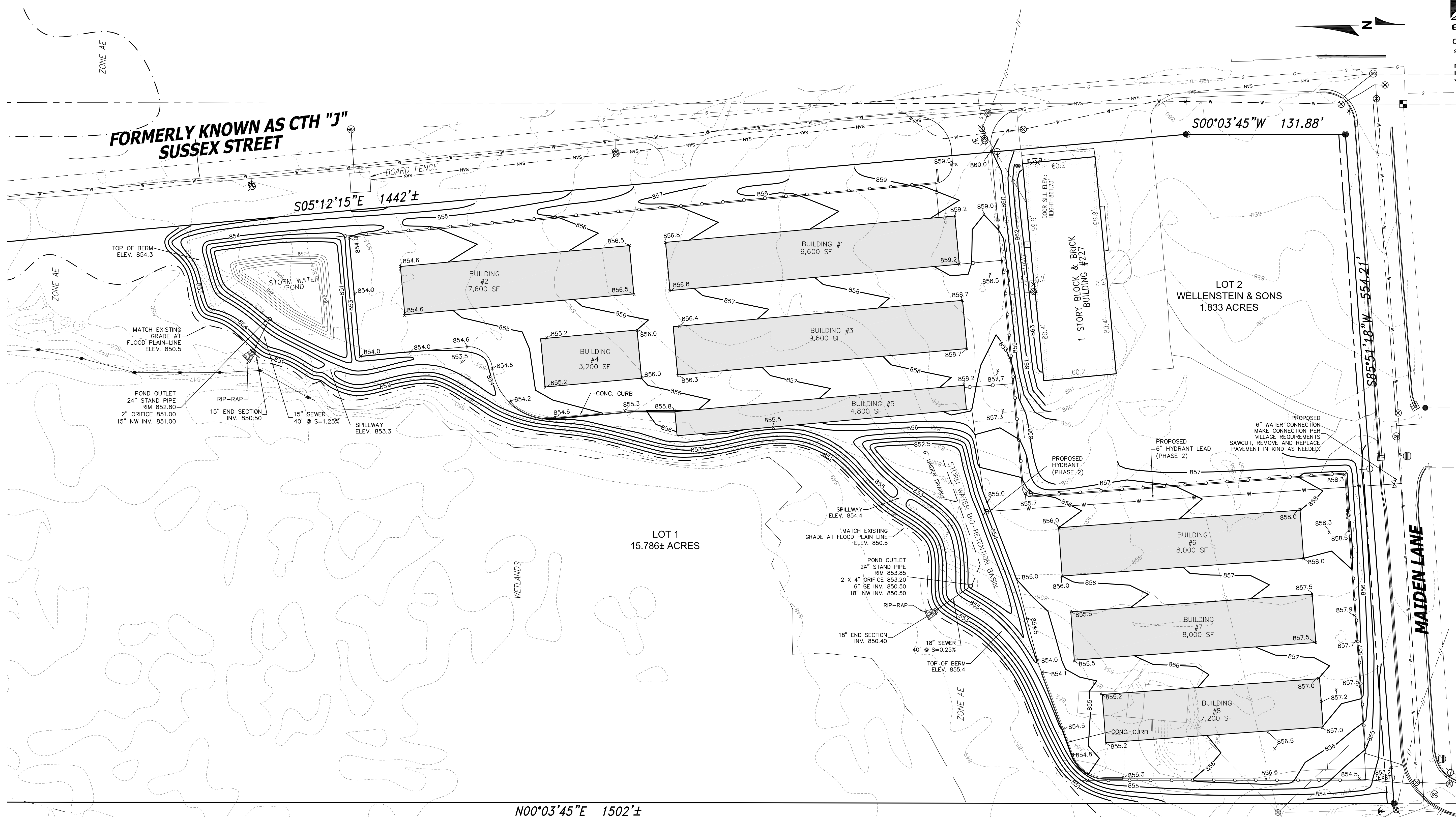


- NOTES:
1. EXISTING CONDITIONS PER SURVEY BY CHAPUT LAND SURVEYS, DATED 10-12-2020.
 2. WETLAND LOCATION PER FIELD DELINEATION BY HEARTLAND ECOLOGICAL GROUP, INC. 09-17-2020.
 3. ALL BUILDING ROOF RUNOFF SHALL SPILL TO GRADE.
 4. DISTURBED AREA: 240,300 S.F. (5.52 ACRES)

CJE NO.: 2169R4
 JAN. 28, 2022

SITE PLAN C1.0

**FORMERLY KNOWN AS CTH "J"
 SUSSEX STREET**

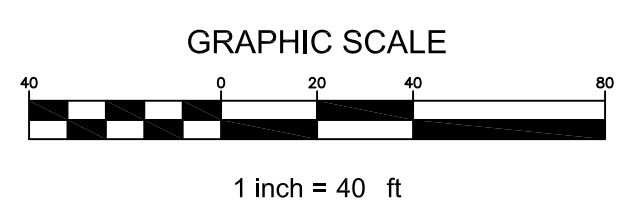


PEWAUKEE SELF-STORAGE
 VILLAGE OF PEWAUKEE, WISCONSIN

LEGEND

--- 852 ---	EXISTING CONTOUR
--- 857 ---	PROPOSED CONTOUR
x 856.5	PROPOSED ELEVATION
--- ST ---	EXISTING STORM SEWER
--- ST ---	PROPOSED STORM SEWER
--- SAN ---	EXISTING SANITARY SEWER
--- W ---	EXISTING WATER MAIN
--- G ---	UNDERGROUND GAS MAIN
--- TEL ---	UNDERGROUND TELEPHONE
--- E ---	UNDERGROUND ELECTRIC

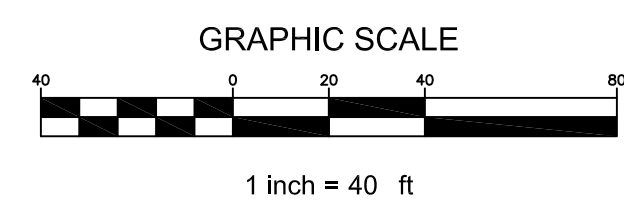
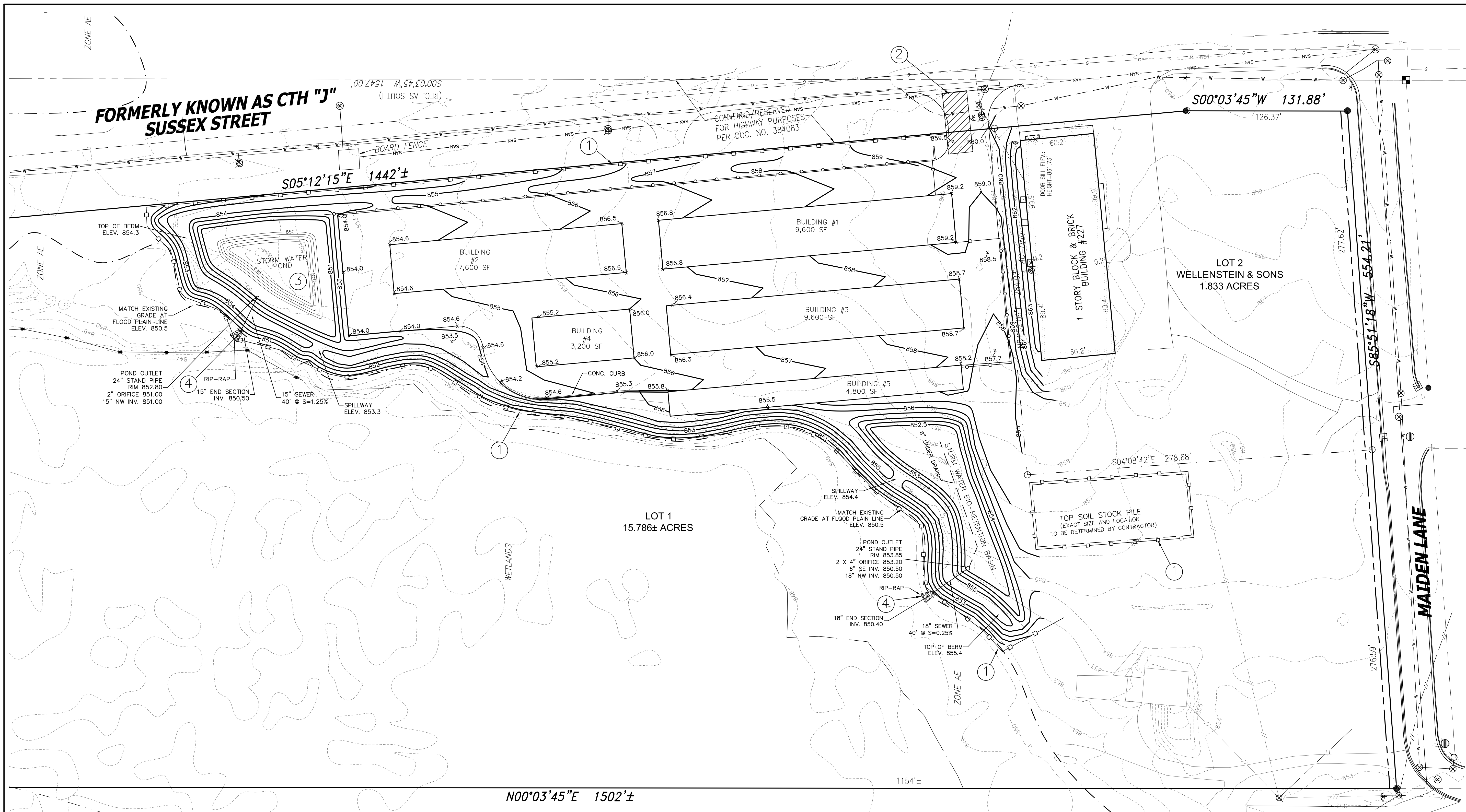
DIGGERS HOTLINE
 CALL DIGGERS HOTLINE
 811 or 1-800-242-8511 / MILW. AREA
 259-1181
 WIS STATUTE 182.0175(1974) REQUIRES MIN.
 3 WORK DAYS NOTICE BEFORE YOU
 EXCAVATE



- NOTES:**
- EXISTING CONDITIONS PER SURVEY BY CHAPUT LAND SURVEYS, DATED 10-12-2020.
 - WETLAND LOCATION PER FIELD DELINEATION BY HEARTLAND ECOLOGICAL GROUP, INC. 09-17-2020.
 - ALL PROPOSED SPOT GRADES ALONG THE CURB AND AT THE FLANGE LINE.
 - ALL BUILDING ROOF RUNOFF SHALL SPILL TO GRADE.
 - DISTURBED AREA: 236,700 S.F. (5.43 ACRES)

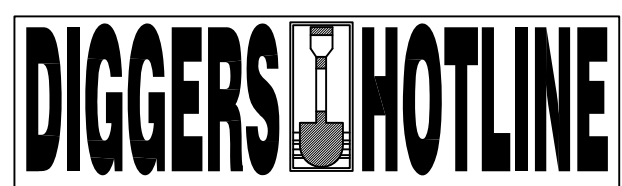
**SITE GRADING AND
 SITE UTILITY PLAN C2.0**

CJE NO.: 2169R4
 JAN. 28, 2022



LEGEND

--- 852 ---	EXISTING CONTOUR
--- 857 ---	PROPOSED CONTOUR
x 856.5	PROPOSED ELEVATION
--- ST ---	EXISTING STORM SEWER
--- ST ---	PROPOSED STORM SEWER
--- SAN ---	EXISTING SANITARY SEWER
--- W ---	EXISTING WATER MAIN
--- G ---	UNDERGROUND GAS MAIN
--- TEL ---	UNDERGROUND TELEPHONE
--- E ---	UNDERGROUND ELECTRIC
--- O ---	PROPOSED SILT FENCE



CALL DIGGERS HOTLINE
 811 or 1-800-242-8511 / MILW. AREA
 259-1181
 WIS STATUTE 182.0175(1974) REQUIRES MIN.
 3 WORK DAYS NOTICE BEFORE YOU
 EXCAVATE

TEMPORARY STABILIZATION METHODS

TEMPORARY SEEDING:
 DURING GROWING SEASON (MAY 2 - OCTOBER 31) TEMPORARY SEEDING (COVER CROP) TO BE USED FOR TEMPORARY STABILIZATION DURING SITE CONSTRUCTION.

Species	Lbs/Acre	Percent Purity
Oats	131	98
Cereal Rye	131*	97
Winter Wheat	131*	95
Annual Ryegrass	80*	97

* Fall Seeding

LAND APPLICATION OF ADDITIVES:
 DURING NONGROWING SEASON (NOVEMBER 1 - MAY 1) CONTRACTOR TO PROVIDE TYPE B SOIL STABILIZER DURING SITE CONSTRUCTION. STABILIZER TO BE POLYACRYLAMIDE (PAM) PER LATEST MGT PAL (UPDATED 11/2/2017) - SEE WDNR TECHNICAL STANDARD 1050.

STABILIZATION SHOULD BE COMPLETED WITHIN 7 DAYS OF ESTABLISHING FINAL GRADE OR THAT WILL OTHERWISE EXIST FOR MORE THAN 14 DAYS.

MAINTENANCE PLAN

1. ALL EROSION AND SEDIMENT CONTROL PRACTICES WILL BE CHECKED FOR STABILITY AND OPERATION FOLLOWING EVERY 3" RUNOFF-PRODUCTION RAINFALL BUT IN NO CASE LESS THAN ONCE EVERY WEEK. ANY NEEDED REPAIRS WILL BE MADE IMMEDIATELY TO MAINTAIN ALL PRACTICES AS DESIGNED.

2. SEDIMENT WILL BE REMOVED FROM BEHIND THE SILT FENCE WHEN IT BECOMES ABOUT 0.5 FT. DEEP AT THE FENCE. THE SILT FENCE WILL BE REPAIRED AS NECESSARY TO MAINTAIN A BARRIER.

3. ALL SEEDING AREAS WILL BE WATERED, FERTILIZED, RESEEDED AS NECESSARY, AND MULCHED TO MAINTAIN A VIGOROUS, DENSE VEGETATIVE COVER.

4. ANY SEDIMENT REACHING A PUBLIC OR PRIVATE ROAD SHALL BE REMOVED BY STREET CLEANING BEFORE THE END OF EACH DAY.

CONSTRUCTION SCHEDULE

- OBTAIN PLAN APPROVAL AND OTHER APPLICABLE PERMITS.
- INSTALL CONSTRUCTION EXIT.
- INSTALL SILT FENCE.
- ROUGH GRADE STORM WATER POND AND BASINS TO BE USED AS SEDIMENT BASINS. INSTALL POND OUTLET STANDPIPE AND OUTLET PIPE. DO NOT INSTALL ENGINEERED SOIL UNDER DRAIN OR PLANTINGS.
- STRIP AND STOCK PILE TOP SOIL.
- ROUGH GRADE PROPOSED BUILDING AND PAVEMENT AREAS.
- BEGIN BUILDING CONSTRUCTION.
- INSTALL BASE COURSE OF PAVEMENT.
- FINAL GRADE BASIN AND PROVIDE FINAL STABILIZATION OF BASIN SIDE SLOPES THAT INCLUDE SEEDING AND MATTING.
- FINAL GRADING OF SLOPES, TOPSOIL, CRITICAL SLOPES; VEGETATE AND MULCH/MAT ALL DISTURBED AREAS.
- ONCE THE SITE IS STABILIZED, INSTALL BIO-RETENTION BASIN UNDER DRAIN, ENGINEERED SOIL, AND VEGETATION.
- ALL EROSION CONTROL PRACTICES WILL BE INSPECTED WEEKLY AND AFTER RAINFALL, NEEDED REPAIRS WILL BE PERFORMED IMMEDIATELY.
- AFTER SITE IS STABILIZED, REMOVE ALL TEMPORARY MEASURES AND VEGETATE THE DISTURBED AREAS.

NOTE: LAND DISTURBANCE:
 PHASE 1 = 158,600 S.F. (3.64 ACRES)

EROSION CONTROL PRACTICES SCHEDULE

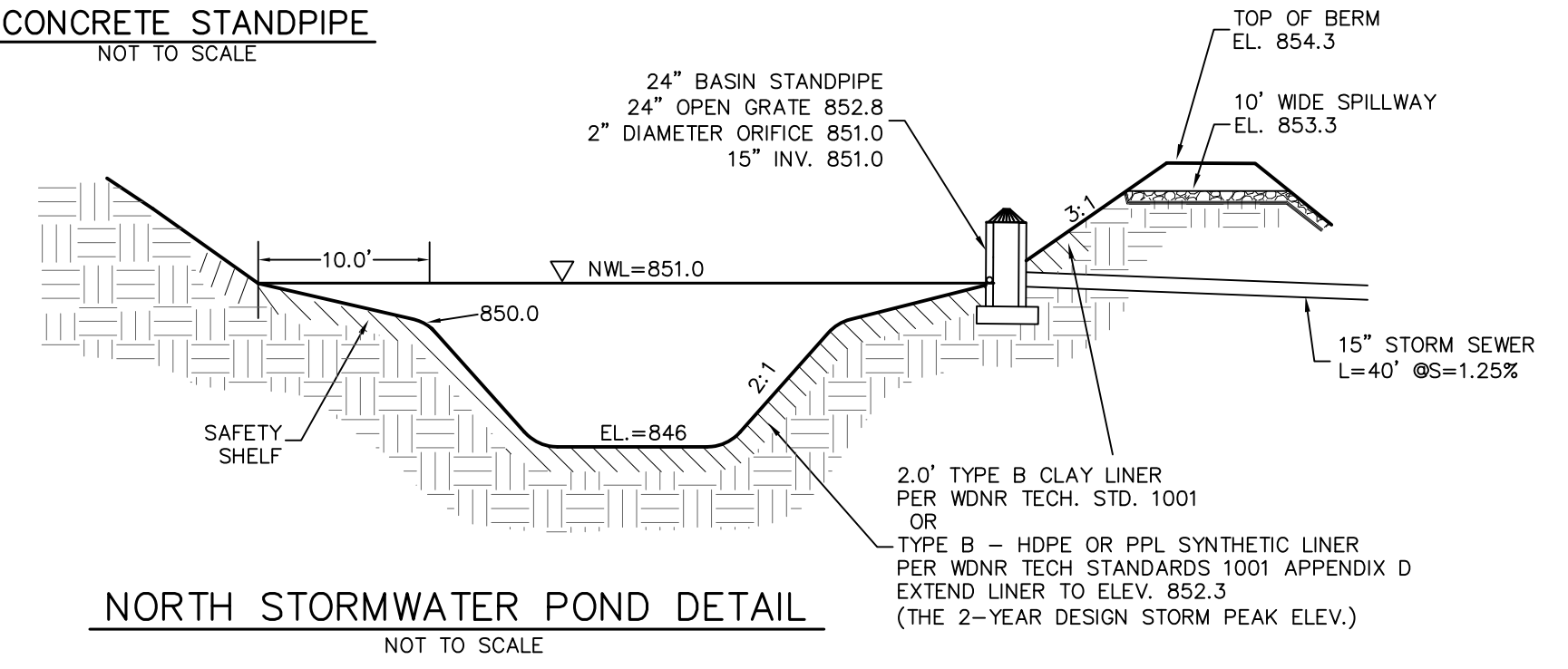
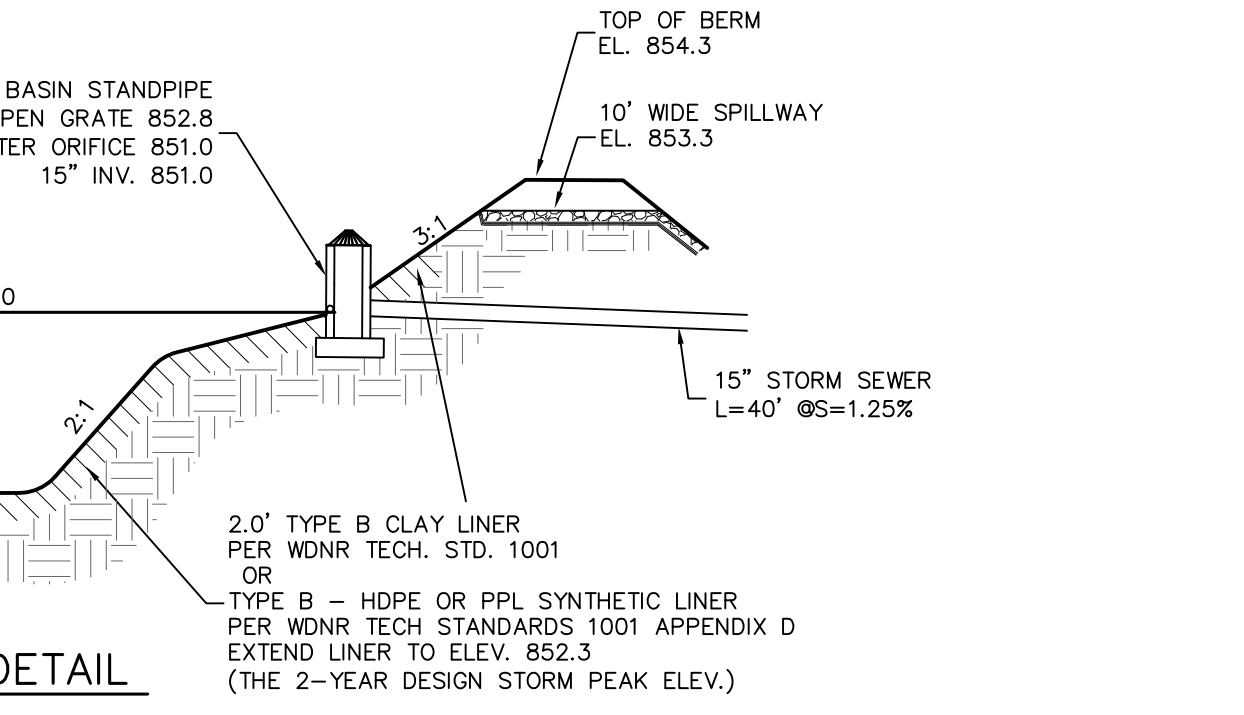
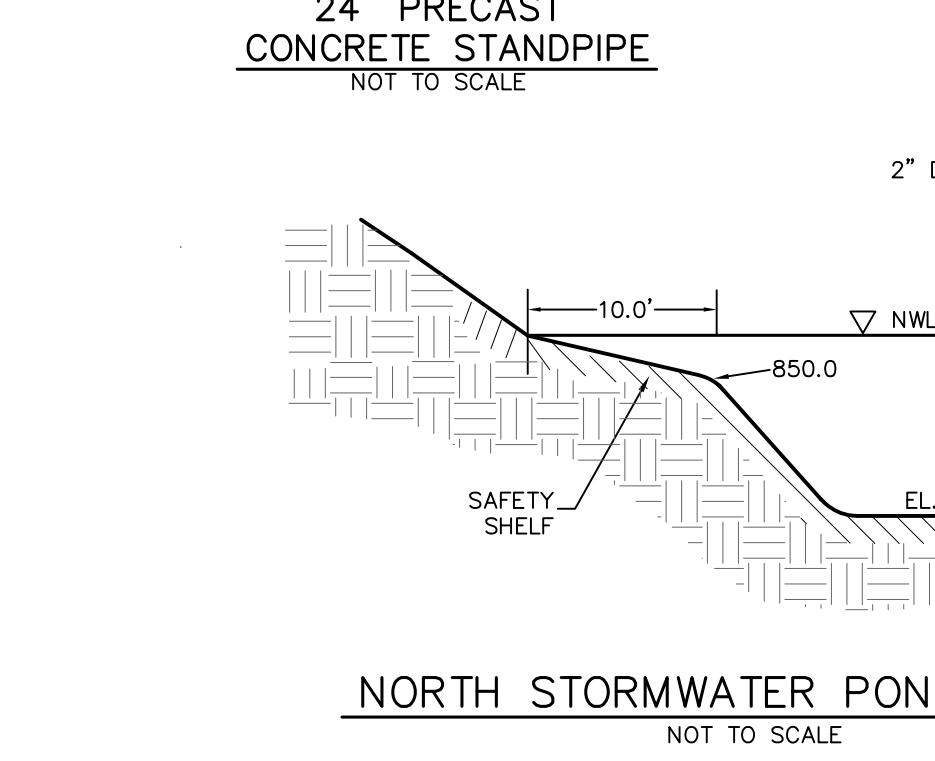
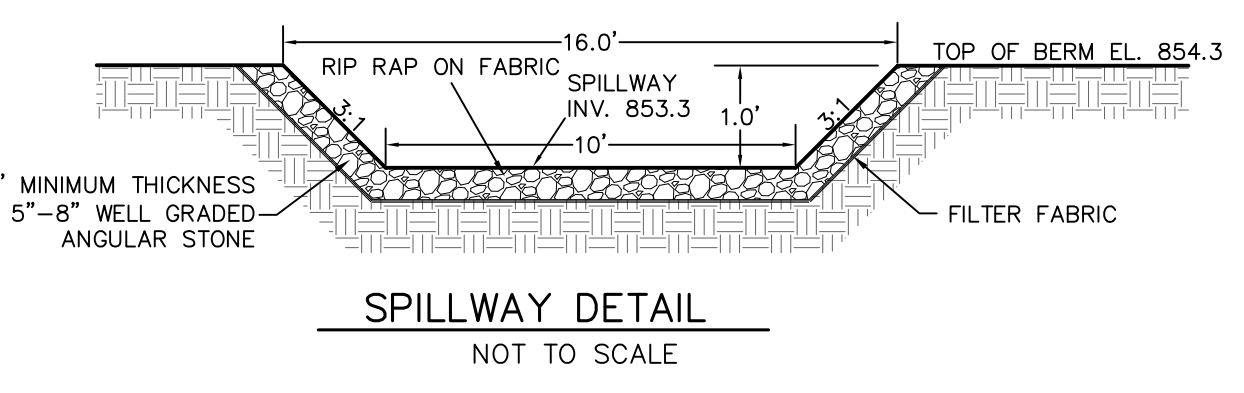
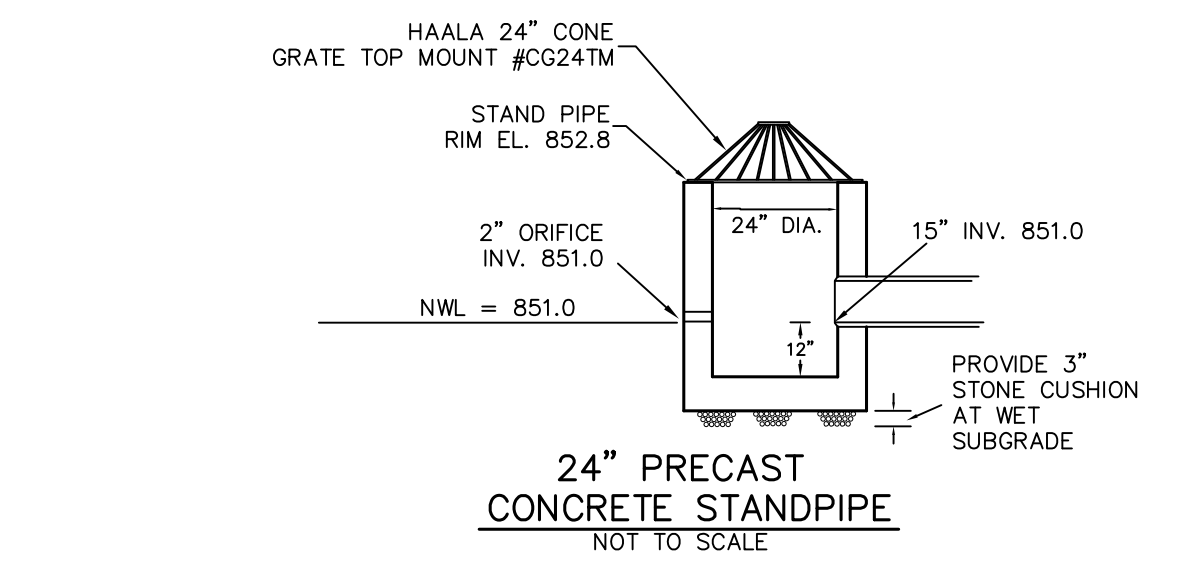
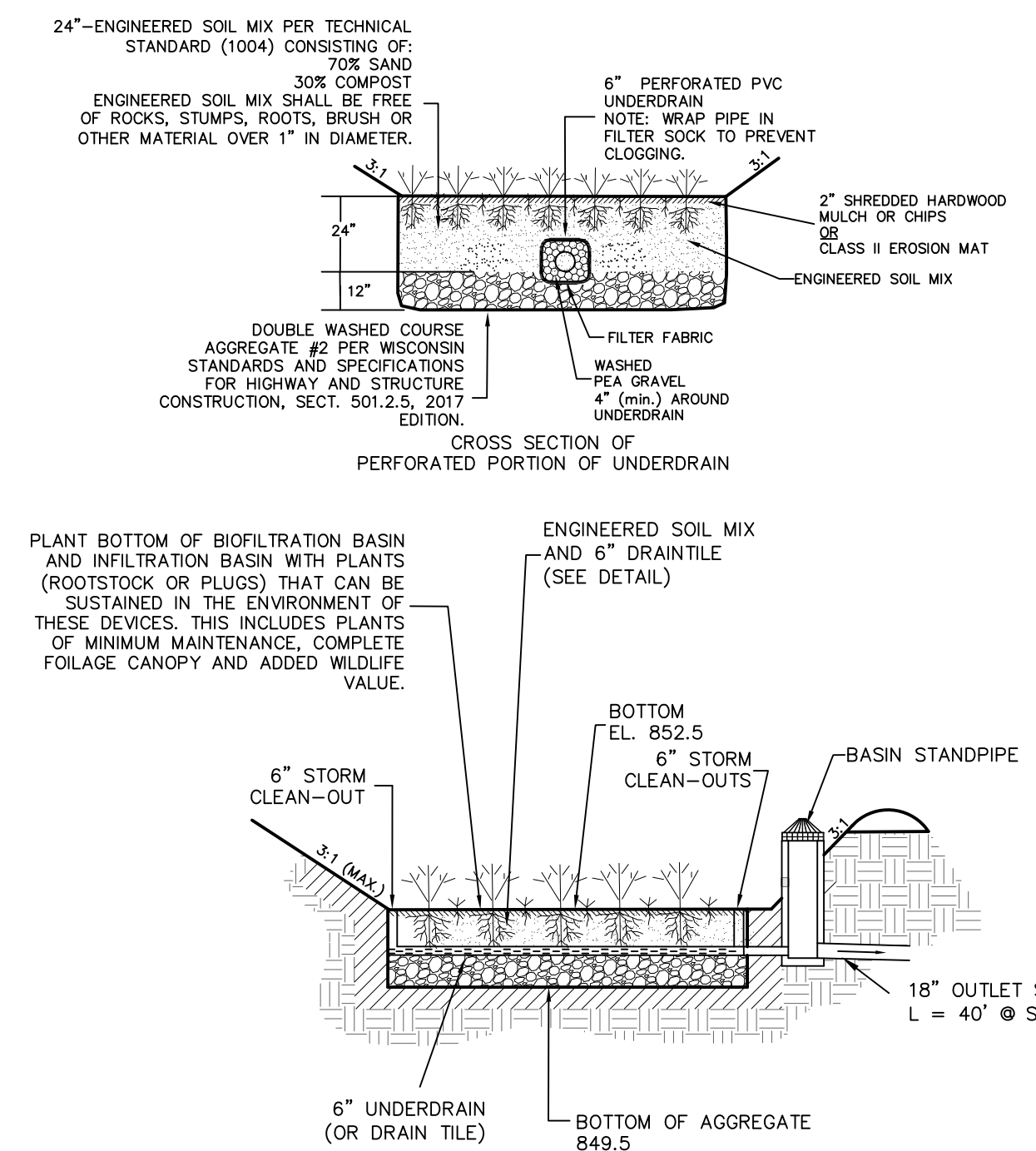
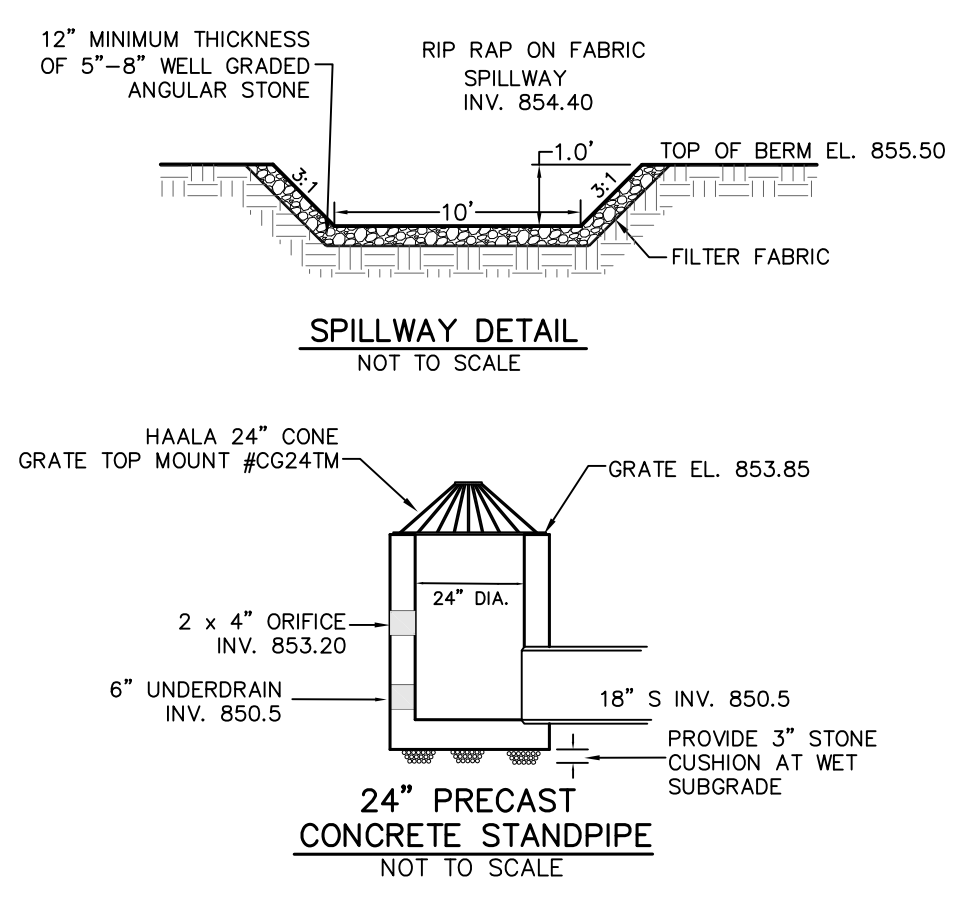
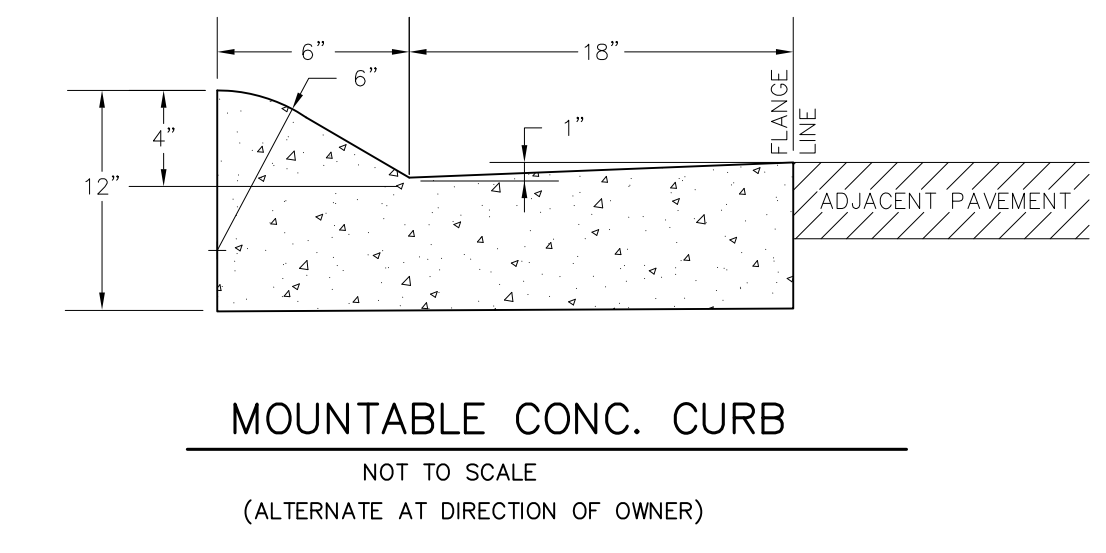
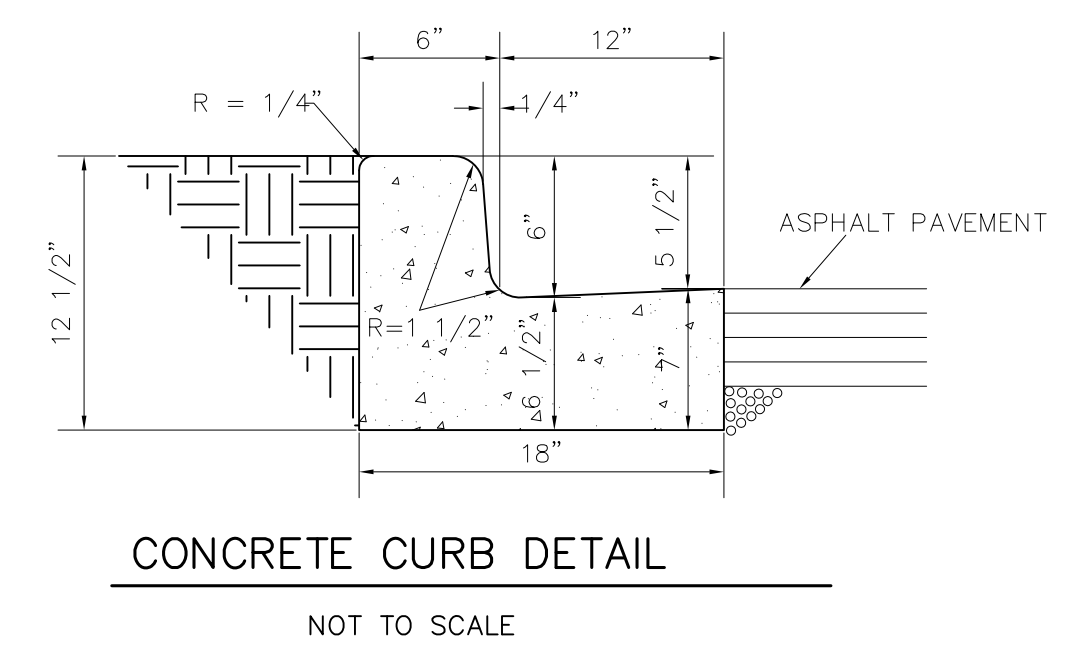
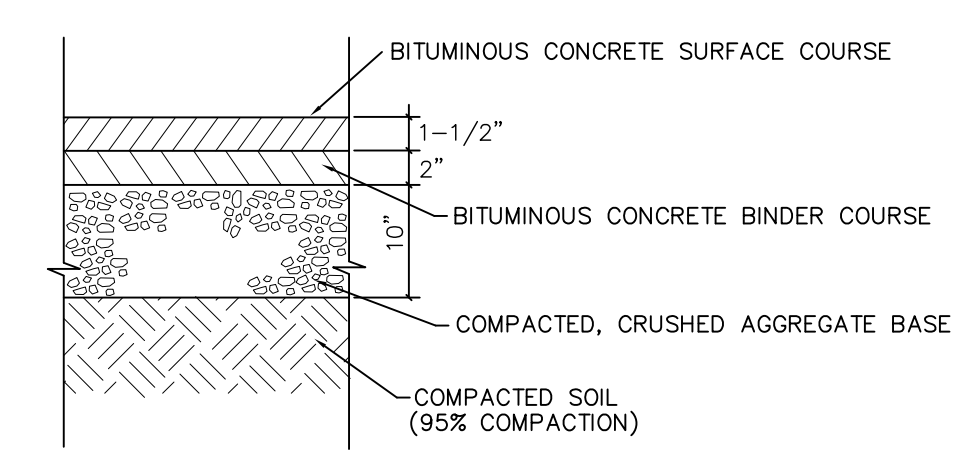
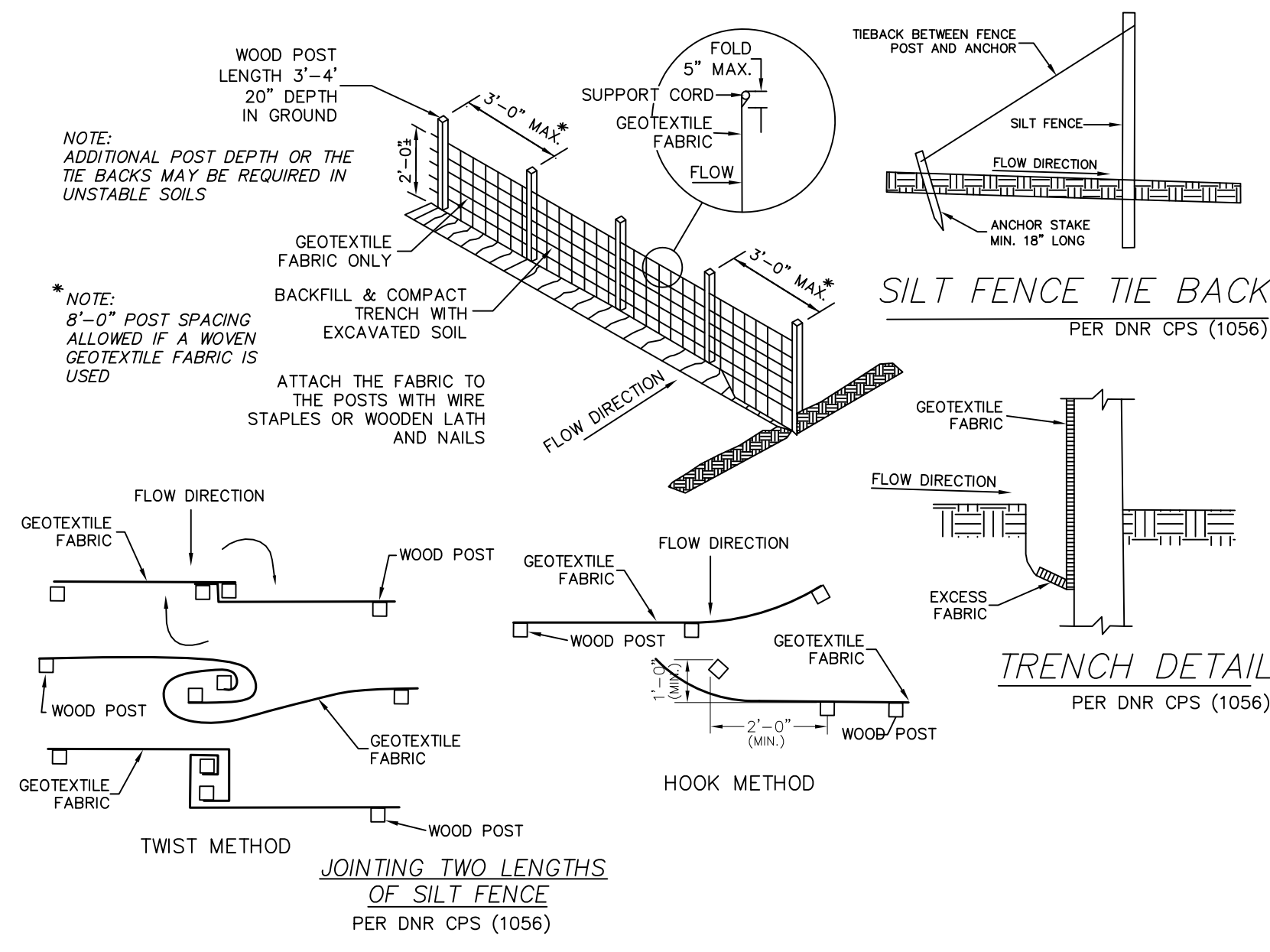
- ① SILT FENCE
- ② CONSTRUCTION EXIT
- ③ SEDIMENT BASIN
- ④ OUTLET PROTECTION
- ⑤ EROSION MATTING

FOR FINAL STABILIZATION, PROVIDE CLASS I, TYPE B EROSION MAT PER 'WISDOT EROSION CONTROL PAL' (OR EQUAL) IN ALL DEFINED SWALES AND SIDE SLOPES, 4:1 OR GREATER. INSTALL PER MANUFACTURERS SPECIFICATIONS.

CJE NO.: 2169R4
 JAN. 28, 2022

EROSION CONTROL PLAN
 (PHASE I GRADING PLAN)

C3.0



PEWAUKEE SELF-STORAGE
 VILLAGE OF PEWAUKEE, WISCONSIN

CJE NO.: 2169R4
 JAN. 28, 2022

Project:
**SUSSEX STREET
SELF STORAGE**
Sussex Street
Pewaukee, WI 53072

Issuance and Revisions:

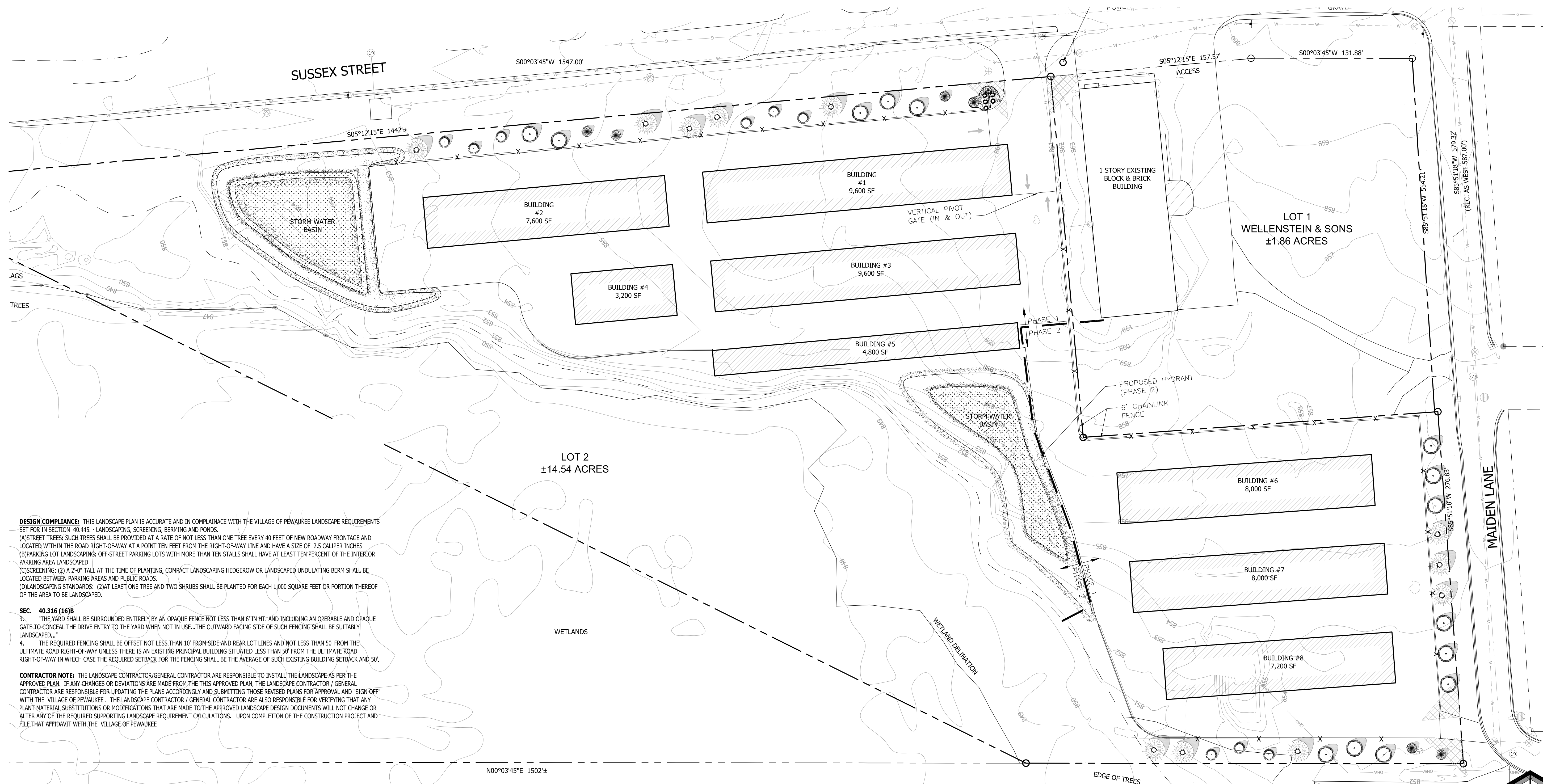
Date	Number	Description
11/11/21		Client Review Submittal
11/15/21		Reductions based on client Comments / Plan Commission Submittal
01/31/22		Construction Document Submittal

COPYRIGHT InSite Landscape Design Inc. 2020
ALL RIGHTS RESERVED
THIS DRAWING IS NOT TO BE REPRODUCED, CHANGED, COPIED OR ASSIGNED TO ANY THIRD PARTY IN ANY FORM OR MANNER WITHOUT FIRST OBTAINING THE EXPRESSED WRITTEN PERMISSION OF InSite Landscape Design, Inc. THE CLIENT AGREES TO INDEMNIFY AND HOLD THE InSite Landscape Design Inc. HARMLESS FROM ANY DAMAGES, LIABILITY, OR COST, INCLUDING ATTORNEY'S FEES AND COSTS OF DEFENSE ARISING FROM ANY CHANGES OR ALTERATIONS MADE BY ANYONE OTHER THAN THE InSite Landscape Design Inc. OR FROM ANY REUSE OF THE DRAWINGS OR DATA WITHOUT THE PRIOR WRITTEN CONSENT OF THE InSite Landscape Design Inc.

Sheet Title:
**PROPOSED LANDSCAPE PLAN,
GENERAL NOTES,
AND PLANT MATERIAL TABLE**

Date of Drawing: 01/31/22
Scale: 1" = 40'-0"
Drawn By: MCD
Job Number: L21-131
Sheet Number:

LSP1.1



DESIGN COMPLIANCE: THIS LANDSCAPE PLAN IS ACCURATE AND IN COMPLIANCE WITH THE VILLAGE OF PEWAUKEE LANDSCAPE REQUIREMENTS SET FOR IN SECTION 40.445. - LANDSCAPING, SCREENING, BERMING AND PONDS.
(A) STREET TREES: SUCH TREES SHALL BE PROVIDED AT A RATE OF NOT LESS THAN ONE TREE EVERY 40 FEET OF NEW ROADWAY FRONTAGE AND LOCATED WITHIN THE ROAD RIGHT-OF-WAY AT A POINT TEN FEET FROM THE RIGHT-OF-WAY LINE AND HAVE A SIZE OF 2.5 CALIPER INCHES (B) PARKING LOT LANDSCAPING: OFF-STREET PARKING LOTS WITH MORE THAN TEN STALLS SHALL HAVE AT LEAST TEN PERCENT OF THE INTERIOR PARKING AREA LANDSCAPED
(C) SCREENING: (1) A 2'-0" TALL AT THE TIME OF PLANTING, COMPACT LANDSCAPING HEDGEROW OR LANDSCAPED UNDULATING BERM SHALL BE LOCATED BETWEEN PARKING AREAS AND PUBLIC ROADS.
(D) LANDSCAPING STANDARDS: (1) AT LEAST ONE TREE AND TWO SHRUBS SHALL BE PLANTED FOR EACH 1,000 SQUARE FEET OR PORTION THEREOF OF THE AREA TO BE LANDSCAPED.

SEC. 40.316 (16)B
3. THE YARD SHALL BE SURROUNDED ENTIRELY BY AN OPAQUE FENCE NOT LESS THAN 6' IN HT. AND INCLUDING AN OPERABLE AND OPAQUE GATE TO CONCEAL THE DRIVE ENTRY TO THE YARD WHEN NOT IN USE...THE OUTWARD FACING SIDE OF SUCH FENCING SHALL BE SUITABLY LANDSCAPED...
4. THE REQUIRED FENCING SHALL BE OFFSET NOT LESS THAN 10' FROM SIDE AND REAR LOT LINES AND NOT LESS THAN 50' FROM THE ULTIMATE ROAD RIGHT-OF-WAY UNLESS THERE IS AN EXISTING PRINCIPAL BUILDING SITUATED LESS THAN 50' FROM THE ULTIMATE ROAD RIGHT-OF-WAY IN WHICH CASE THE REQUIRED SETBACK FOR THE FENCING SHALL BE THE AVERAGE OF SUCH EXISTING BUILDING SETBACK AND 50'.

CONTRACTOR NOTE: THE LANDSCAPE CONTRACTOR/GENERAL CONTRACTOR ARE RESPONSIBLE TO INSTALL THE LANDSCAPE AS PER THE APPROVED PLAN. IF ANY CHANGES OR DEVIATIONS ARE MADE FROM THE THIS APPROVED PLAN, THE LANDSCAPE CONTRACTOR / GENERAL CONTRACTOR ARE RESPONSIBLE FOR UPDATING THE PLANS ACCORDINGLY AND SUBMITTING THOSE REVISED PLANS FOR APPROVAL AND "SIGN OFF" WITH THE VILLAGE OF PEWAUKEE. THE LANDSCAPE CONTRACTOR / GENERAL CONTRACTOR ARE ALSO RESPONSIBLE FOR VERIFYING THAT ANY PLANT MATERIAL SUBSTITUTIONS OR MODIFICATIONS THAT ARE MADE TO THE APPROVED LANDSCAPE DESIGN DOCUMENTS WILL NOT CHANGE OR ALTER ANY OF THE REQUIRED SUPPORTING LANDSCAPE REQUIREMENT CALCULATIONS. UPON COMPLETION OF THE CONSTRUCTION PROJECT AND FILE THAT AFFIDAVIT WITH THE VILLAGE OF PEWAUKEE

1 PROPOSED LANDSCAPE PLAN

LANDSCAPE PLAN GENERAL NOTES

PLANT MATERIAL SHOWN ON LANDSCAPE PLAN IS DEPICTED AT MATURE GROWTH.

- AT LEAST SEVENTY-TWO HOURS PRIOR TO ANY EXCAVATION, CONTRACTOR SHALL VERIFY UTILITY LOCATIONS AS GIVEN BY THE ELECTRIC, GAS, TELEPHONE, WATER, SEWER, AND CABLE TELEVISION COMPANIES, UTILITIES OR ENTITIES. REVIEW WITH OWNER'S REPRESENTATIVE SITE MECHANICAL, SITE ELECTRICAL AND LIGHTING, SITE GRADING AND DRAINAGE, SITE IRRIGATION AND ALL OTHER DRAWINGS PERTAINING TO UNDERGROUND UTILITY LOCATIONS. RECORD SET OF INFORMATION THE SAME AS IN POSSESSION OF OWNER'S REPRESENTATIVE. ALSO REVIEW OWNER'S "MARK SETS" OF ALL OF THESE DRAWINGS IN POSSESSION OF THE CONTRACTOR OR OWNER. MARK ALL SUCH UTILITIES ON THE SITE PRIOR TO COMMENCING. COORDINATE WITH OWNER BEFORE AND DURING CONSTRUCTION. REPAIR ANY DAMAGE TO ANY SYSTEM THAT IS CAUSED BY LANDSCAPE CONTRACTOR AT NO COST TO OWNER.
- ALL PLANTINGS SPECIFIED FOR THE SUSSEX STREET SELF STORAGE PROJECT PLANTING TABLES SHALL COMPLY WITH STANDARDS AS DESCRIBED IN AMERICAN STANDARD OF NURSERY STOCK ANSI Z60.1 2014 AND ANSI STANDARDS FOR PLANTING 2012.
- ALL DEVIATIONS FROM THE APPROVED SUSSEX STREET SELF STORAGE PROJECT PLANS SHALL BE NOTED ON THE RECORD DRAWINGS BY THE CONTRACTOR AND MAY BE EXECUTED ONLY WITH PRIOR APPROVAL FROM THE LANDSCAPE ARCHITECT AND OWNER'S REPRESENTATIVE. VERBAL AGREEMENTS OR REVISIONS WITHOUT A CHANGE ORDER WILL NOT BE RECOGNIZED BY LANDSCAPE ARCHITECT AND OWNER.
- ALL PLANTS MUST BE BID AND SELECTED PER THE SPECIES SPECIFIED ON THE PLANS. ANY SPECIES SUBSTITUTIONS MUST BE APPROVED IN WRITING BY LANDSCAPE ARCHITECT. THE SIZES OF PLANT MATERIAL LISTED HEREIN IS A MINIMUM ACCEPTABLE SIZE. ADDITIONALLY, IF EXCESSIVE PRUNING REDUCES THE CROWN THE PLANT SHALL BE REPLACED.
- PROTECT PUBLIC FROM CONSTRUCTION WITH BARRIERS AND BARRICADES.
- ALL AREAS THAT WERE DISTURBED DURING CONSTRUCTION AND AREAS NOT COVERED WITH PAVEMENT, BUILDING, PLANTING BEDS, OR TREE PITS ARE TO BE TOPSOILED 3" DEEP (MIN.) AND SHALL BE SOOD/SEEDED WITH SPECIFIED LAWN GRASS. LANDSCAPE CONTRACTOR SHALL INCLUDE COST PER SQUARE YARD FOR ADDITIONAL SEED OPERATIONS AS MAY BE POSSIBLY REQUIRED TO REESTABLISH ADJACENT TURF GRASS AREAS WHICH MAY BECOME DAMAGED DURING THE CONSTRUCTION PROCESS OR TO REPAIR DAMAGE DONE BY OTHERS.
- CONTRACTOR IS RESPONSIBLE FOR FURNISHING ALL MATERIALS, TOOLS, EQUIPMENT, LABOR, AND PLANTS NECESSARY FOR PROPER PLANTING AND INSTALLATION OF ALL LANDSCAPE MATERIAL.
- QUANTITIES ON PLANT MATERIALS LIST ARE FOR CONVENIENCE OF BIDDING ONLY. CONTRACTOR IS RESPONSIBLE FOR ALL PLANTS SHOWN ON LANDSCAPE PLANS AND COVERAGE OF ALL AREAS DELINEATED. THE PLANS ARE TO SUPERSEDE THE PLANT LIST IN ALL CASES.
- CONTRACTOR IS RESPONSIBLE FOR ALL ESTIMATING AND BIDDING, ALL AREAS, QUANTITIES MATERIALS SHOULD BE FIELD VERIFIED WITH SITE CONDITION.

- WHERE DISCREPANCIES OCCUR BETWEEN THE LANDSCAPE PLANS AND/OR ARCHITECTURAL AND/OR THE CIVIL DRAWINGS (AND ANY OTHER SITE DRAWINGS) THE DISCREPANCIES MUST BE BROUGHT TO THE LANDSCAPE ARCHITECT'S ATTENTION FOR COORDINATION AND RESOLUTION.
- ALL DISEASED, NOXIOUS OR INAPPROPRIATE MATERIALS SHALL BE REMOVED FROM THE PROPOSED SITE PRIOR TO THE START OF CONSTRUCTION AND DURING THE MAINTENANCE PERIOD.
- GENERAL CONTRACTOR SHALL LEAVE THE SITE FREE OF CONSTRUCTION DEBRIS.
- ALL LAWN AND PLANTING AREAS SHALL SLOPE TO DRAIN A MINIMUM OF 2% UNLESS NOTED OTHERWISE AND REVIEWED WITH OWNERS REPRESENTATIVE FOR FINAL APPROVAL.
- FINISH GRADES FOR SHRUB AND GROUND COVER AREAS SHALL BE HELD 1" BELOW TOP OF ADJACENT PAVEMENTS AND CURBS, UNLESS NOTED OTHERWISE ON THE PLANS. REFER TO LSP1.4 FOR FURTHER INFORMATION.
- ALL PERENNIAL, ANNUAL AND GROUND COVER AREAS TO RECEIVE A BLEND OF ORGANIC SOIL AMENDMENTS PRIOR TO PLANTING. TILL THE FOLLOWING MATERIALS INTO EXISTING TOPSOIL TO A DEPTH OF APPROXIMATELY 6". A DEPTH OF 12" IN TREE PITS. PROPORTIONS AND QUANTITIES MAY REQUIRE ADJUSTMENT DEPENDING ON THE CONDITION OF EXISTING SOIL. REFER TO LSP1.4 FOR FURTHER INFORMATION.
PER EVERY 100 SQUARE FEET ADD: ONE - 2 CUBIC FOOT BALE OF PEAT MOSS, 2 POUNDS OF 5-10-5 GARDEN FERTILIZER, 1/4 CUBIC YARD OF COMPOSTED MANURE OR OTHER COMPOSTED, ORGANIC MATERIAL.
- ALL SHRUBS TO BE POCKET PLANTED WITH A 50/50 MIX OF COMPOSTED, ORGANIC MATERIAL AND EXISTING SOIL. INSTALL TOPSOIL INTO ALL BEDS AS NEEDED TO ACHIEVE PROPER GRADE. REMOVE ALL EXCESSIVE GRAVEL, CLAY AND STONES. REFER TO LSP1.4 FOR FURTHER INFORMATION.
- PLANT ALL TREES SLIGHTLY HIGHER THAN FINISHED GRADE AT ROOT FLARE. BACK FILL HOLE WITH 2/3 EXISTING TOPSOIL AND ORGANIC SOIL AMENDMENTS SPECIFIED IN NOTE 15. AVOID ANY AIR POCKETS. DISCARD ANY GRAVEL CLAY OR STONES. REFER TO LSP1.4 FOR FURTHER INFORMATION.
- ALL TREES TO BE INSTALLED, STAKED AND GUYED ACCORDING TO DETAILS. REFER TO ANSI STANDARDS FOR PLANTING 2012 AND DETAILS ON LSP1.4 FOR FURTHER INFORMATION.
- PROVIDE A 4'-0" - 5'-0" DIAMETER MULCH RING AT THE ROOT BALL FLARE OF ALL LAWN TREES.
- ALL PLANTINGS TO BE WATERED AT THE TIME OF PLANTING, THROUGHOUT CONSTRUCTION AND UPON COMPLETION OF PROJECT AS REQUIRED.

- WHERE SPECIFIED, ALL PLANT BEDS, PITS AND TREE RINGS ARE TO RECEIVE A MINIMUM OF 2" - 3" DRESSING OF SHREDDED HARDWOOD OAK BARK MULCH SHAVINGS FREE OF GROWTH, WEEDS, FOREIGN MATTER DETRIMENTAL TO PLANT LIFE OR GERMINATION INHIBITING INGREDIENTS. LANDSCAPE CONTRACTOR TO PROVIDE A SAMPLE TO OWNER FOR APPROVAL. CONTRACTOR TO TAKE CARE WITH INSTALLATION NOT TO DAMAGE OR COVER PLANTS. REFER TO LSP1.4 FOR FURTHER INFORMATION.
- LAWN INSTALLATION: CONTRACTOR TO FURNISH AND PREPARE TOPSOIL (3" MIN) AND SEED BED (REMOVE ALL STONES 1" OR LARGER), APPLY STARTER FERTILIZER AND SEED UNIFORMLY. PROVIDE A MULCH COVERING SUITABLE TO GERMINATE AND ESTABLISH TURF. EROSION CONTROL MESH SHOULD BE USED IN SWALES AND STEEP GRADES WHERE APPLICABLE. METHODS OF INSTALLATION MAY VARY AT THE DISCRETION OF CONTRACTOR. IT IS HIS/HER RESPONSIBILITY TO ESTABLISH AND GUARANTEE A SMOOTH, UNIFORM, QUALITY TURF. IF STRAW MULCH IS USED AS A COVERING, A TACKIFIER MAY BE NECESSARY TO AVOID WIND DAMAGE.
- DELUXE 50 GRASS SEED MIX REINDER'S (800) 785-3301**
20% KENTUCKY BLUE GRASS
15% NEWPORT KENTUCKY BLUE GRASS
15% SR 2100 Kentucky Bluegrass
25% Creeping Red Fescue
15% Replicator Perennial Ryegrass
10% Fiesta 4 Perennial Ryegrass
APPLY AT A RATE OF 200 POUNDS PER ACRE. REFER TO SUPPLIERS SPECIFICATIONS & INSTALLATION CUT SHEETS FOR FURTHER FORMATION
- DURING THE INITIAL "30 DAY MAINTENANCE PERIOD" THE LANDSCAPE CONTRACTOR IS REQUIRED TO PROVIDE AND ON-GOING PLEASANT VISUAL ENVIRONMENT WHEREAS ANY PLANT WHICH IS NOT RESPONDING TO TRANSPORTING OR THRIVING SHALL IMMEDIATELY BE REPLACED. NEW LAWNS SHALL BE WATERED AND REPAIRED AND WEEDS MUST CONSTANTLY BE REMOVED, NO EXCEPTIONS WILL BE GRANTED.
MAINTENANCE NOTE:
MAINTENANCE IS THE RESPONSIBILITY OF THE PROPERTY OWNER TO MAINTAIN REQUIRED LANDSCAPING IN ACCORDANCE WITH THE MUNICIPALITY'S PROPERTY MAINTENANCE CODE AND AN APPROVED MAINTENANCE PLAN. THE MAINTENANCE MUST INCLUDE, AT A MINIMUM, METHODS FOR PROVIDING THE FOLLOWING:
• NECESSARY IRRIGATION (IF REQUIRED)
• INTEGRATED PEST MANAGEMENT,
• PROPER FERTILIZATION
• TREE CARE AND PRUNING, SHRUB TOP CLIPPING AND SHAPING AS REQUIRED
• REPLACEMENT OF LOST VEGETATION, AND ALL DISEASED, DAMAGED, OR DEAD MATERIAL WILL BE REPLACED BY THE END OF THE FOLLOWING PLANTING SEASON IN PERPETUITY.
• WEED MANAGEMENT AND BED CARE.

- ALL NEWLY PLANTED TREES AND SHRUBS ARE TO RECEIVE AN APPLICATION OF AN ANTI-TRANSPARENT SPRAY THAT WILL EFFECTIVELY REDUCE THE WATER LOSS OF TRANSPIRATION OF PLANT MATERIAL AND REDUCE THE STRESS OF TRANSPLANTATION. IT IS RECOMMENDED AS PART OF THE ONGOING MAINTENANCE THAT ANY BROADLEAF EVERGREEN AND CONIFEROUS TREE AND SHRUBS (EXCLUDING ARBORVITAE) RECEIVE AN APPLICATION OF AN ANTI-DESICCANT SPRAY TO REDUCE THE LOSS OF MOISTURE DUE TO WINTER DESICCATION.
- MAINTENANCE: THE OWNER SHALL TEND AND MAINTAIN ALL PLANT MATERIALS IN A HEALTHY GROWING CONDITION AS PER THE APPROVED PLAN. PLANTINGS SHALL BE REPLACED WHEN NECESSARY AND KEPT FREE FROM REFUSE & DEBRIS. ALL PLANTING MATERIAL WHICH IS DYING OR DAMAGED BEYOND RECOVERY SHALL BE REPLACED WITHIN SIX (6) MONTHS OR BY THE NEXT PLANTING SEASON, WHICHEVER COMES FIRST.
- LANDSCAPE / SITE DEMOLITION CONTRACTOR TO VERIFY LOCATIONS OF EXISTING TREES AND SHRUBS TO BE SALVAGED AND CLEARLY TAG THEM WITH MARKING TAPE AND CONSTRUCTION FENCE.

TO OBTAIN LOCATION OF PARTICIPANTS UNDERGROUND FACILITIES BEFORE YOU DIG IN WISCONSIN

DIGGERS HOT LINE

WISCONSIN STATUTE 182.0175 (1974) REQUIRES A MINIMUM OF 3 DAYS NOTICE BEFORE YOU EXCAVATE (NOT INCLUDING SATURDAY, SUNDAY OR LEGAL HOLIDAYS)

UNDERGROUND SEWER AND UTILITY INFORMATION AS SHOWN IS OBTAINED FROM THE RECORDS OF MUNICIPALITY AND LOCAL UTILITY COMPANIES. THE ACCURACY OF WHICH CAN NOT BE GUARANTEED OR CERTIFIED TO. THE LOCATIONS OF EXISTING UTILITY INSTALLATIONS AS SHOWN ON THIS SURVEY ARE APPROXIMATE. THERE MAY BE OTHER UNDERGROUND UTILITY INSTALLATIONS WITHIN THE PROJECT AREA THAT ARE NOT SHOWN.

TO OBTAIN LOCATION OF PARTICIPANTS UNDERGROUND FACILITIES BEFORE YOU DIG IN WISCONSIN CALL THE MILWAUKEE UTILITY ALERT NETWORK (800)-242-8511, (262) 432-7910 (877) 530-9597
www.DiggersHotline.com OR

811
Know what's below.
Call before you dig.

NOT FOR CONSTRUCTION - PRELIMINARY - FOR ESTIMATING AND REVIEW ONLY - DO NOT SCALE THESE DRAWINGS - These progress documents reflect progress & intent & may be subject to change, including additional notes and detail. These are not final construction documents and should not be used for final bidding or construction-related purposes.

L21-131 - SUSSEX STREET SELF STORAGE - 01/31/2022

Project:

**SUSSEX STREET
SELF STORAGE**

Sussex Street
Pewaukee, WI 53072

Issuance and Revisions:

Date	Number	Description
11/11/21		Client Review Submittal
11/15/21		Reductions based on client Comments / Plan Commission Submittal
01/31/22		Construction Document Submittal

COPYRIGHT InSite Landscape Design Inc. 2020
ALL RIGHTS RESERVED
THIS DRAWING IS NOT TO BE REPRODUCED, CHANGED, COPIED OR ASSIGNED TO ANY THIRD PARTY IN ANY FORM OR MANNER WITHOUT FIRST OBTAINING THE EXPRESSED WRITTEN PERMISSION OF InSite Landscape Design, Inc. THE CLIENT AGREES TO INDEMNIFY AND HOLD THE InSite Landscape Design Inc. HARMLESS FROM ANY DAMAGES, LIABILITY, OR COST, INCLUDING ATTORNEYS FEES AND COSTS OF DEFENSE ARISING FROM ANY CHANGES OR ALTERATIONS MADE BY ANYONE OTHER THAN THE InSite Landscape Design Inc. OR FROM ANY REUSE OF THE DRAWINGS OR DATA WITHOUT THE PRIOR WRITTEN CONSENT OF THE InSite Landscape Design Inc.

Sheet Title:

PROPOSED PARTIAL
LANDSCAPE PLAN
AND PLANT MATERIAL TABLE

Date of Drawing: 01/31/22

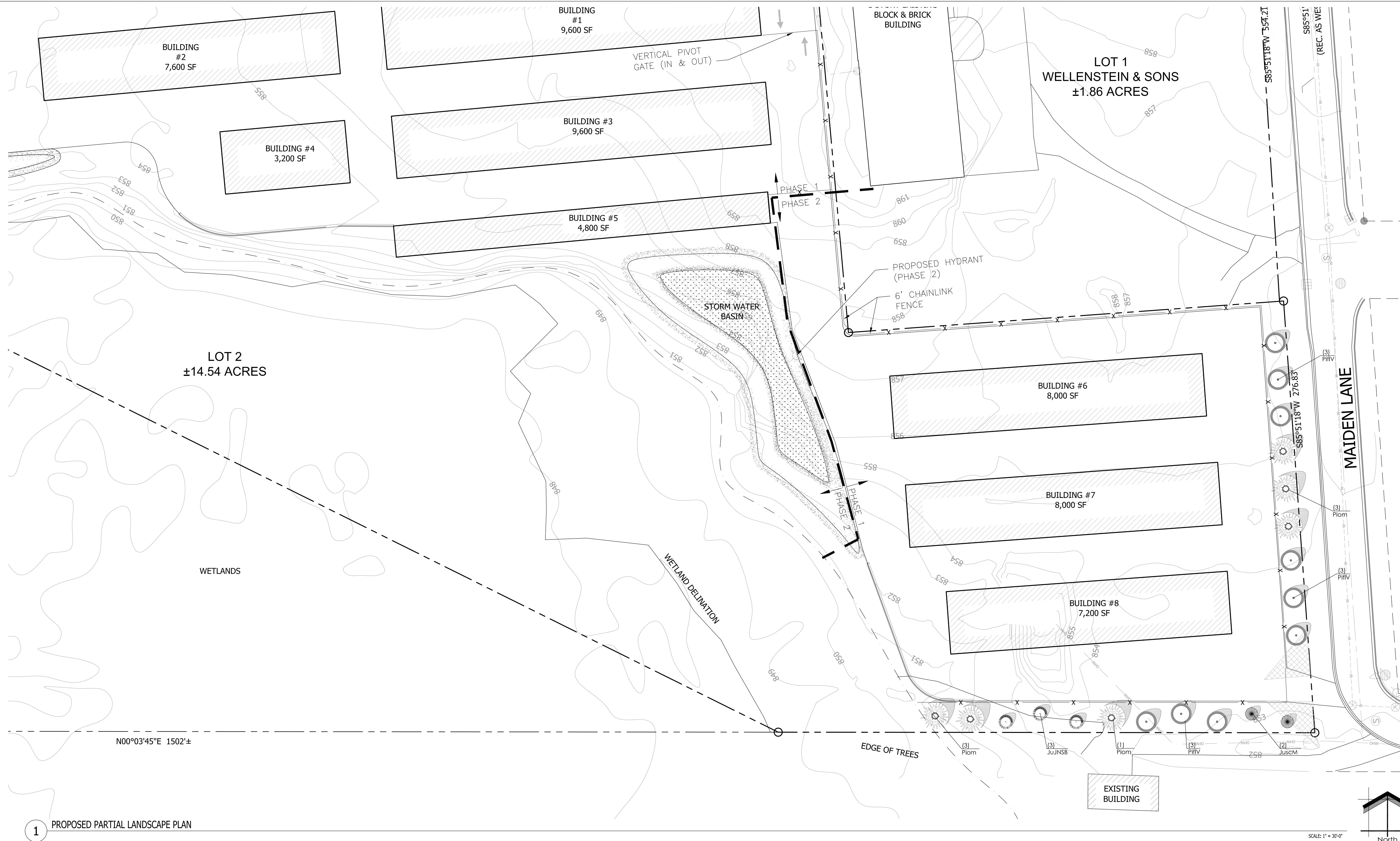
Scale: 1" = 30'-0"

Drawn By: MCD

Job Number: L21-131

Sheet Number:

LSP1.2



1 PROPOSED PARTIAL LANDSCAPE PLAN

Proposed Plant Material Table LSP1.2

Quantity	Code Name	Symbol	Scientific Name	Common Name	Planting Size	Comments
3	JuJNSB	☉	Juniperus 'J.N. Select Blue'	Star Power Juniper	6' - 7' - B&B	
2	JuscM	☉	Juniperus scopulorum 'Moonglow'	Moonglow Juniper	6' - 7' - B&B	
6	Piom	☉	Picea omaritica	Serbian Spruce	6' - 7' - B&B	
9	PiIV	☉	Pinus flexilis 'Vanderwolf's Pyramid'	Vanderwolf's Pyramid Limber Pine	6' - 7' - B&B	

- Comments
1. Straight central leader, full & even crown. Prune only after planting.
 2. Well balanced, multi-stemmed tree with a minimum of (3) strong canes and full appearance.
 3. Evenly shaped upright tree/shrub with full branching to the ground.
 4. Full, well rooted plant, evenly shaped.
 5. Full, well rooted plant.
 6. Male only

Stormwater Management Area #1 - LSP1.1

Upper Third of the Bowl - Economy Prairie Seed Mix Storm Water Management Pond area from Cardno

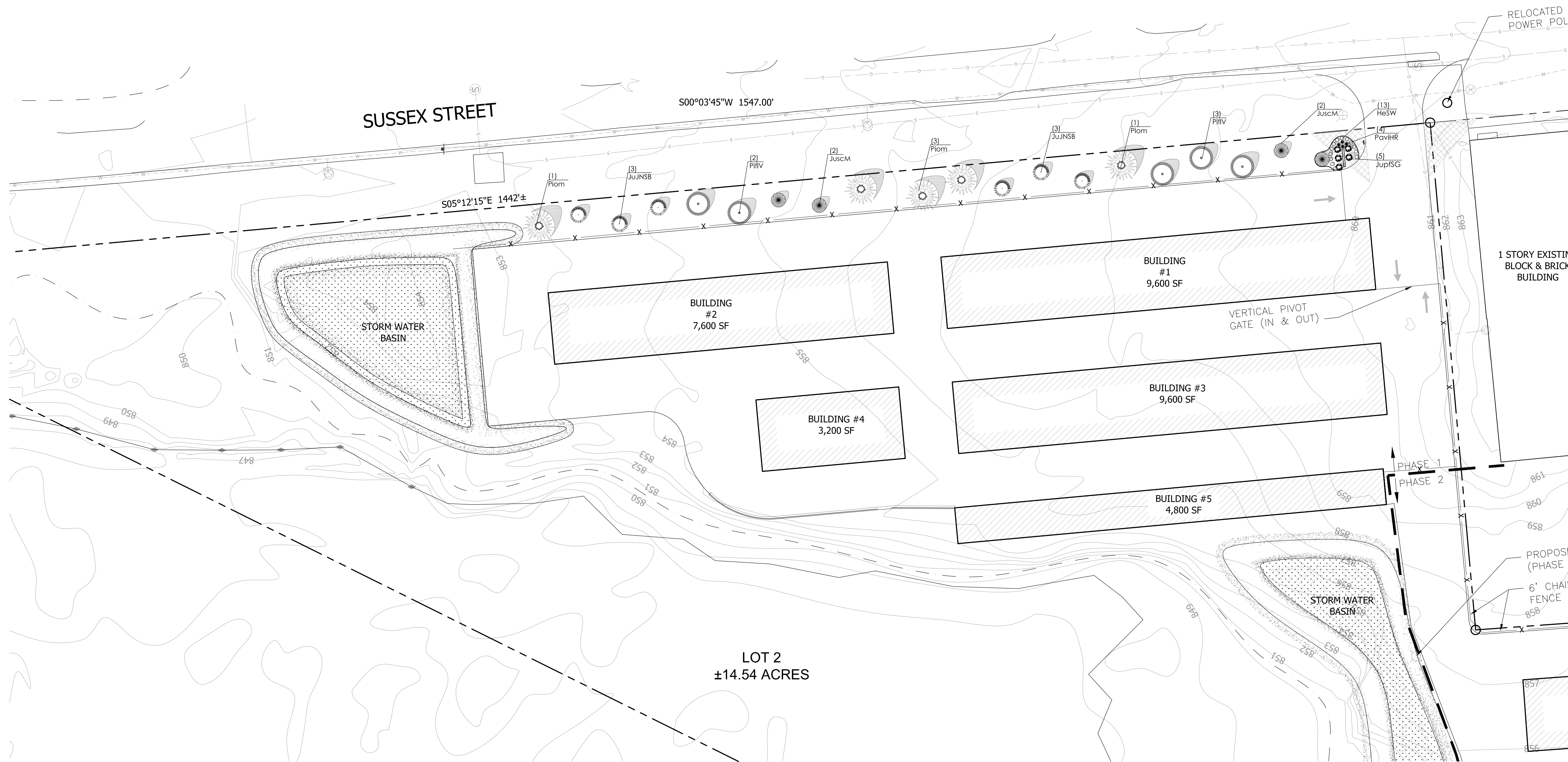
Quantity	Symbol	Supplier	Type
OVERALL x,000 sq. ft. VERIFY	☉	Cardno	Swale Seed Mix - mixture contains 10 of 12 native permanent grass/ sedge species and 12 of 17 native forb species. Apply at 33.75 PLS pounds per acre. Refer to cut sheets for mix specifics and installation instructions.

Lower Two-Thirds of the Bowl - Stormwater Prairie Seed Mix @ Storm Water Management Pond area from Cardno

Quantity	Symbol	Supplier	Type
x,000 sq. ft. VERIFY	☉	Cardno	Stormwater Prairie Seed Mix - mixture contains 10 of 12 native permanent grass/ sedge species and 12 of 16 native forb species. Refer to cut sheets for mix specifics and installation instructions.

NOT FOR CONSTRUCTION - PRELIMINARY - FOR ESTIMATING AND REVIEW ONLY - DO NOT SCALE THESE DRAWINGS - These progress documents reflect progress & intent & may be subject to change, including additional notes and detail. These are not final construction documents and should not be used for final bidding or construction-related purposes.

L21-131 - SUSSEX STREET SELF STORAGE - 01/31/2022



Project:
**SUSSEX STREET
SELF STORAGE**
Sussex Street
Pewaukee, WI 53072

Issuance and Revisions:

Date	Number	Description
11/11/21		Client Review Submittal
11/15/21		Reductions based on client Comments / Plan Commission Submittal
01/31/22		Construction Document Submittal

1 PROPOSED PARTIAL LANDSCAPE PLAN

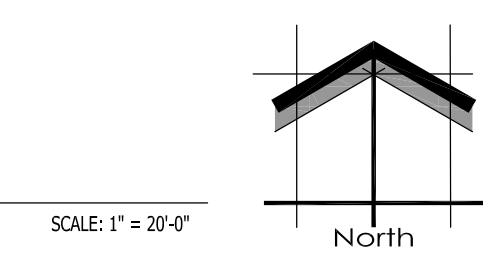
Proposed Plant Material Table LSP1.3

Quantity	Code Name	Symbol	Scientific Name	Common Name	Planting Size	Comments
Conifer Evergreen Tree						
6	JUJNSB	☉	Juniperus 'J.N. Select Blue'	Star Power Juniper	6' - 7' - B&B	
4	JuscM	☉	Juniperus scopulorum 'Moonglow'	Moonglow Juniper	6' - 7' - B&B	
5	Piom	☉	Picea omarika	Serbian Spruce	6' - 7' - B&B	
5	PiIV	☉	Pinus flexilis 'Vanderwolf's Pyramid'	Vanderwolf's Pyramid Limber Pine	6' - 7' - B&B	
Conifer Evergreen Shrub						
5	JupISG	☉	Juniperus x pfitzeriana 'MonSan'	Sea of Gold Juniper	18" - 24" - B&B	
Perennial Grass						
4	PaviHR	☉	Panicum virgatum 'Hot Rod'	Hot Rod Switch Grass	1-Gal - Cont	
Perennial						
13	HeSW	☉	Hemerocallis x 'Swirling Water'	Swirling Water Daylily	4 1/2" pot	

- Comments
1. Straight central leader, full & even crown. Prune only after planting.
 2. Well balanced, multi-stemmed tree with a minimum of (3) strong canes and full appearance.
 3. Evenly shaped upright tree/shrub with full branching to the ground.
 4. Full, well rooted plant, evenly shaped.
 5. Full, well rooted plant.
 6. Male only

Stormwater Management Area #1 - LSP1.2

Quantity	Symbol	Supplier	Type
OVERALL x,000 sq. ft. VERIFY	☉	Cardno	Swale Seed Mix - mixture contains 10 of 12 native permanent grass/ sedge species and 12 of 17 native forb species. Apply at 33.75 PLS pounds per acre. Refer to cut sheets for mix specifics and installation instructions.
Lower Two-Thirds of the Bowl - Stormwater Prairie Seed Mix @ Storm Water Management Pond area from Cardno			
Quantity	Symbol	Supplier	Type
x,x00 sq. ft. VERIFY	☉	Cardno	Stormwater Prairie Seed Mix - mixture contains 10 of 12 native permanent grass/ sedge species and 12 of 16 native forb species. Refer to cut sheets for mix specifics and installation instructions.



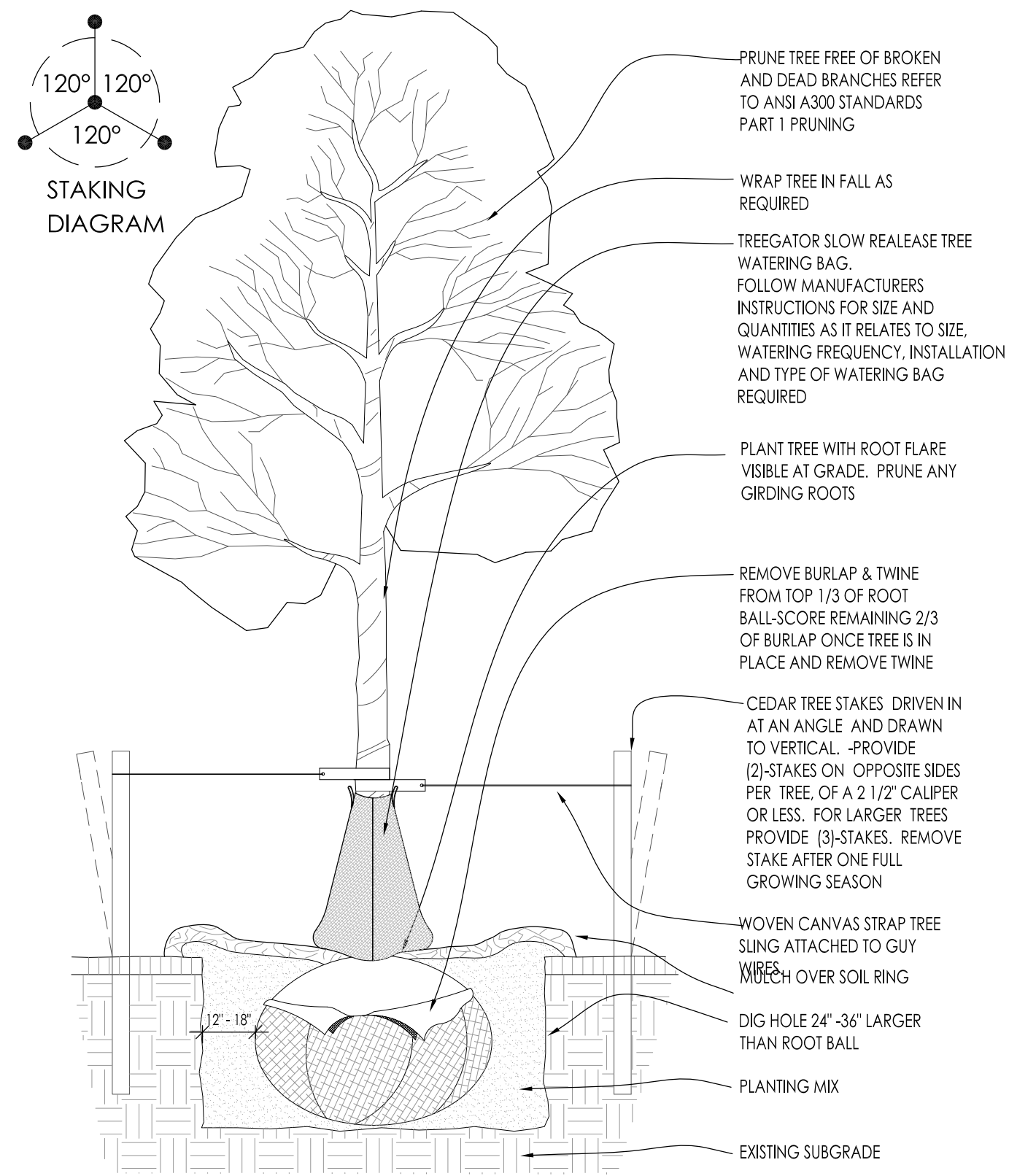
COPYRIGHT InSite Landscape Design Inc. 2020
ALL RIGHTS RESERVED
THIS DRAWING IS NOT TO BE REPRODUCED, CHANGED, COPIED OR ASSIGNED TO ANY THIRD PARTY IN ANY FORM OR MANNER WITHOUT FIRST OBTAINING THE EXPRESSED WRITTEN PERMISSION OF InSite Landscape Design, Inc. THE CLIENT AGREES TO INDEMNIFY AND HOLD THE InSite Landscape Design Inc. HARMLESS FROM ANY DAMAGES, LIABILITY, OR COST, INCLUDING ATTORNEYS FEES AND COSTS OF DEFENSE ARISING FROM ANY CHANGES OR ALTERATIONS MADE BY ANYONE OTHER THAN THE InSite Landscape Design Inc. OR FROM ANY REUSE OF THE DRAWINGS OR DATA WITHOUT THE PRIOR WRITTEN CONSENT OF THE InSite Landscape Design Inc.

Sheet Title:
PROPOSED PARTIAL
LANDSCAPE PLAN
AND PLANT MATERIAL TABLE

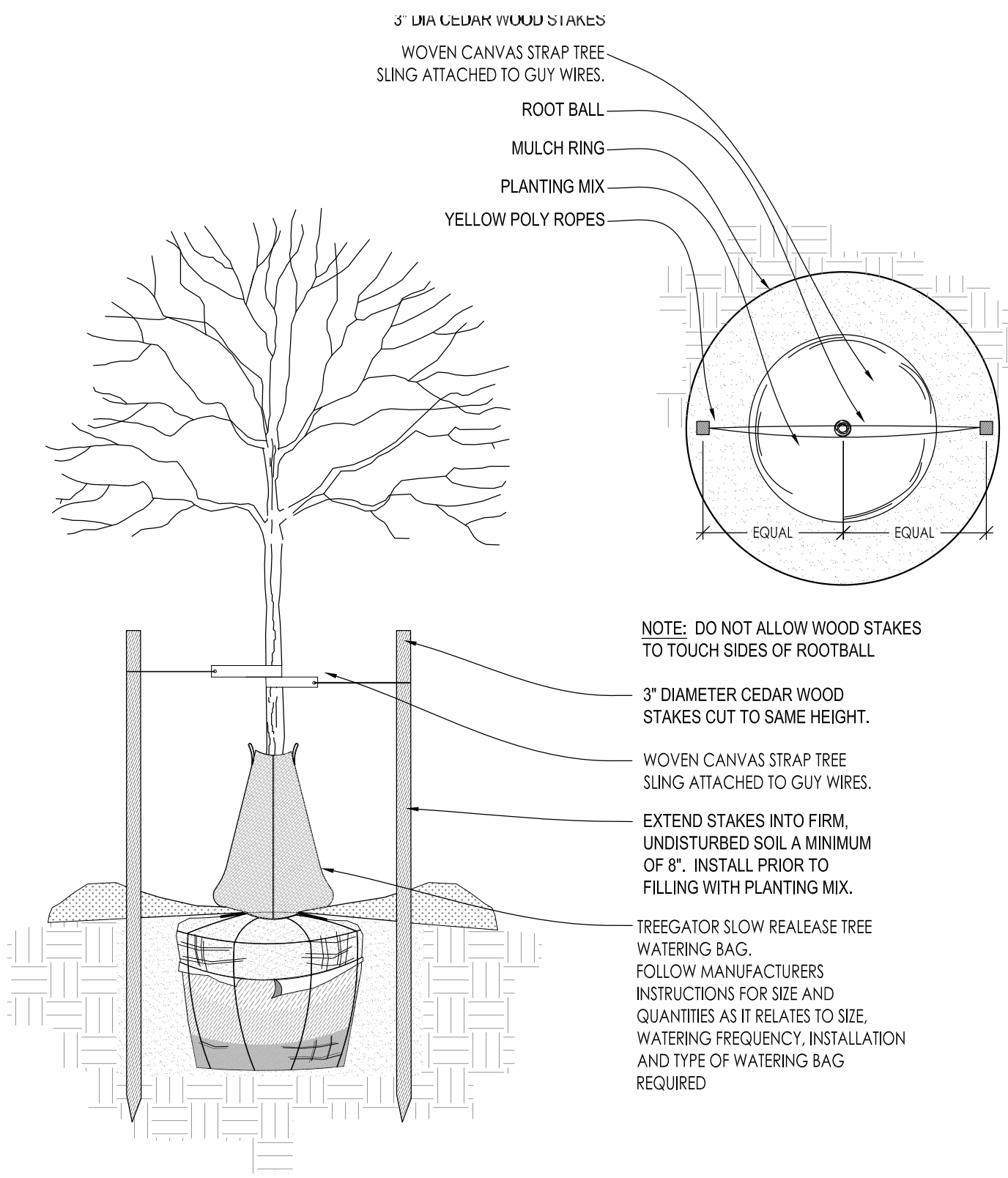
Date of Drawing: 01/31/22
Scale: 1" = 20'-0"
Drawn By: MCD
Job Number: L21-131
Sheet Number:

LSP1.3

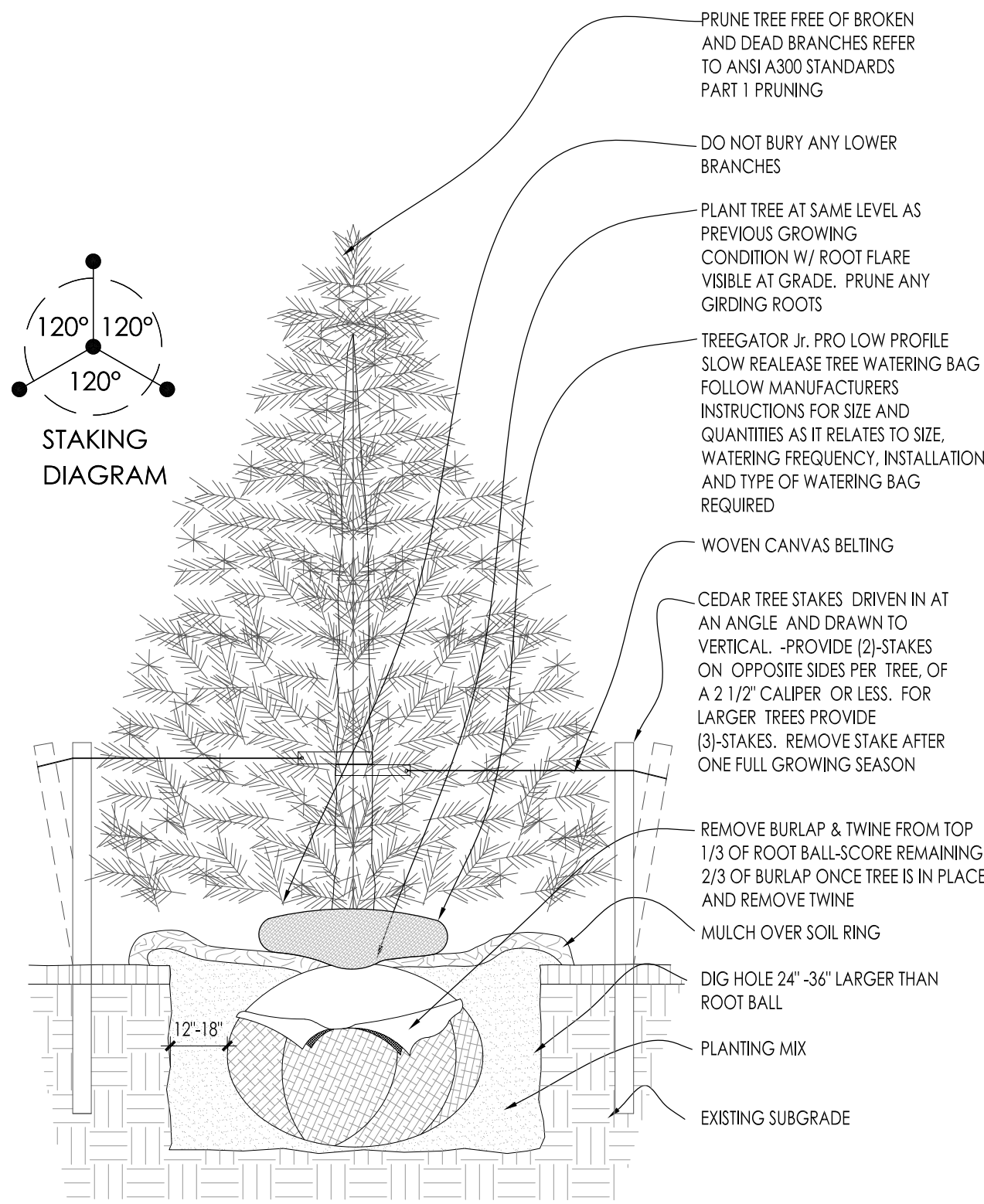
NOT FOR CONSTRUCTION - PRELIMINARY - FOR ESTIMATING AND REVIEW ONLY - DO NOT SCALE THESE DRAWINGS - These progress documents reflect progress & intent & may be subject to change, including additional notes and detail. These are not final construction documents and should not be used for final bidding or construction-related purposes.



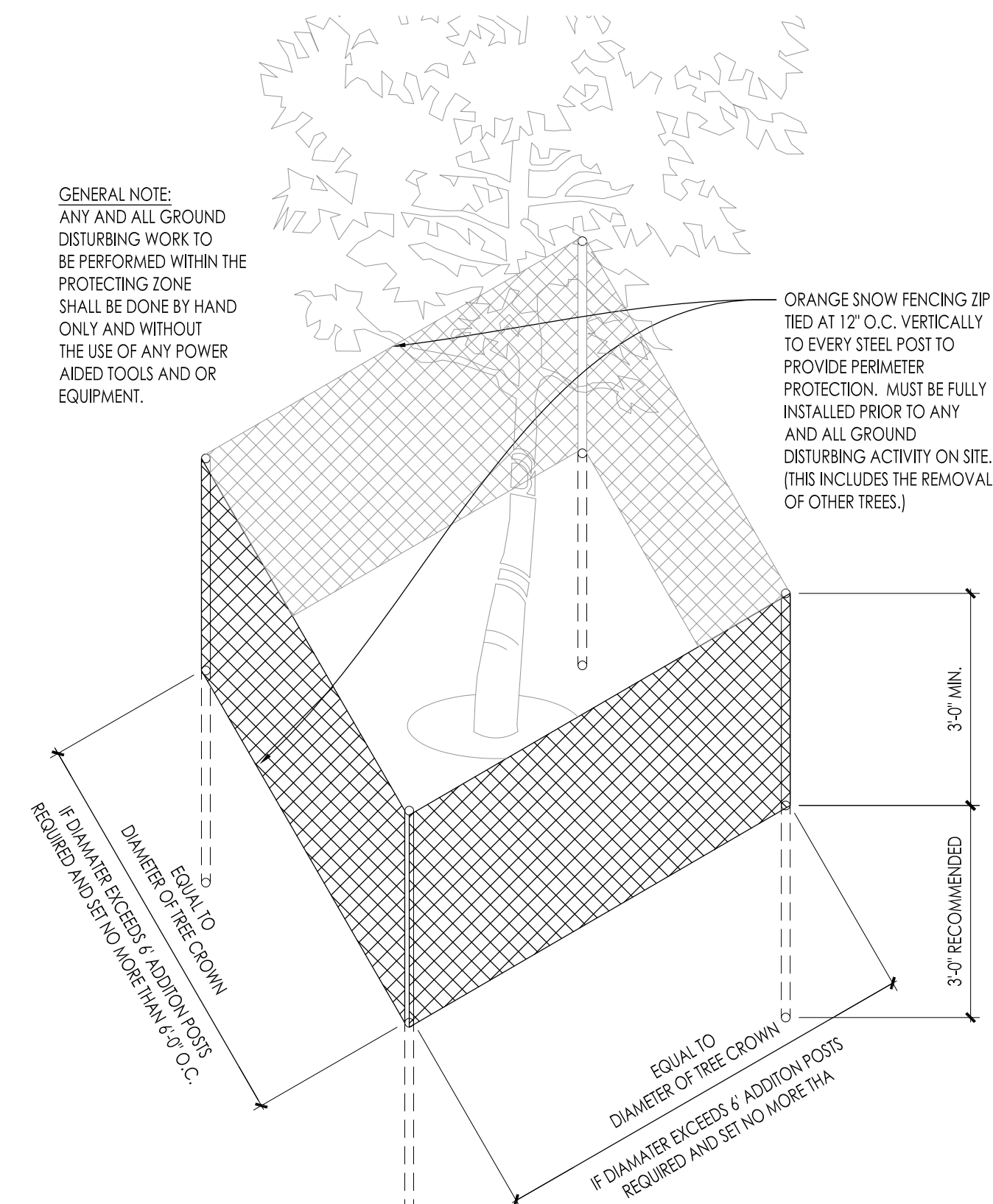
1 DECIDUOUS TREE PLANTING DETAIL SCALE: NONE



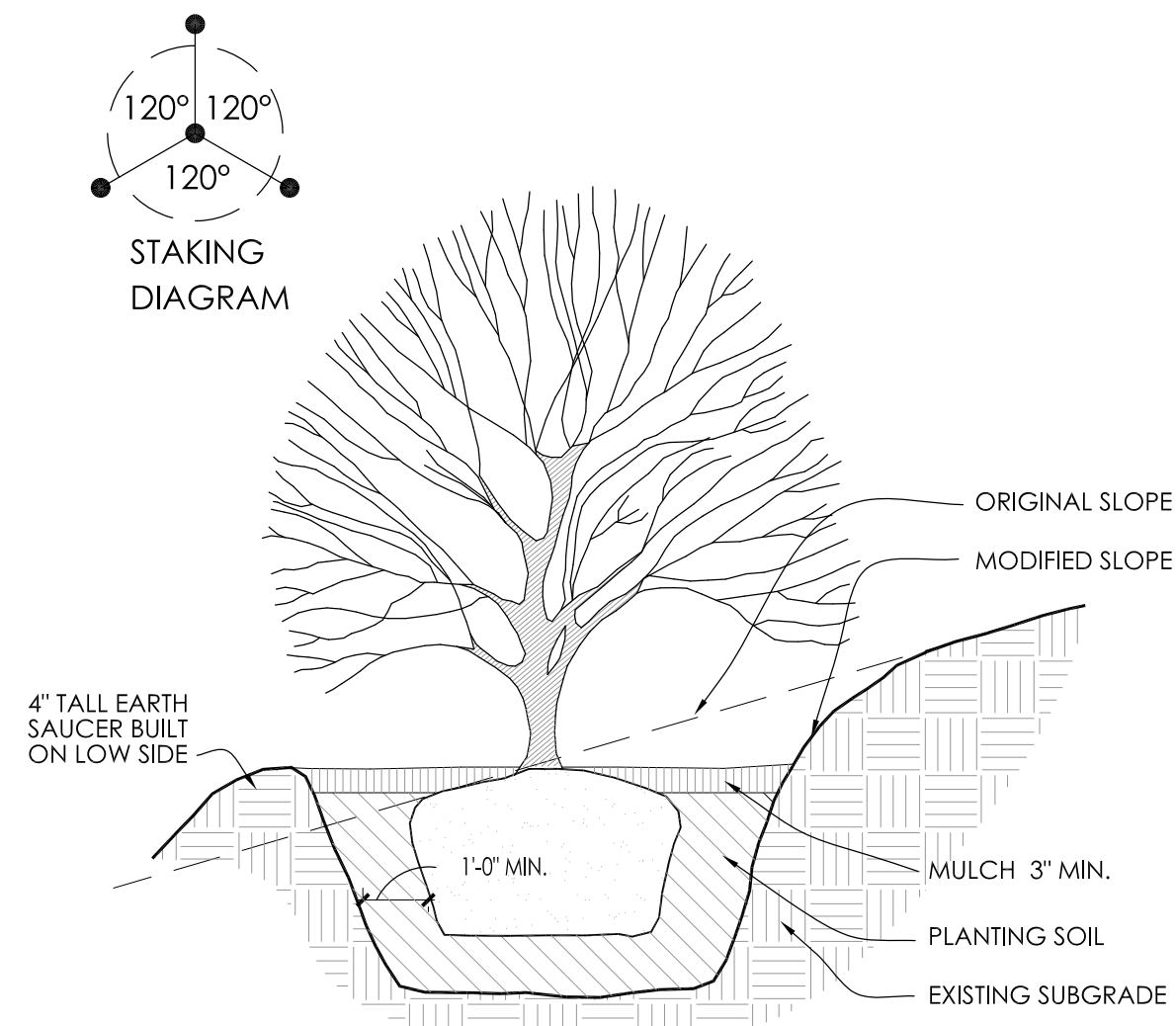
2 DECIDUOUS TREE STAKING PARKING ISLAND/RESTRICTED AREAS SCALE: NONE



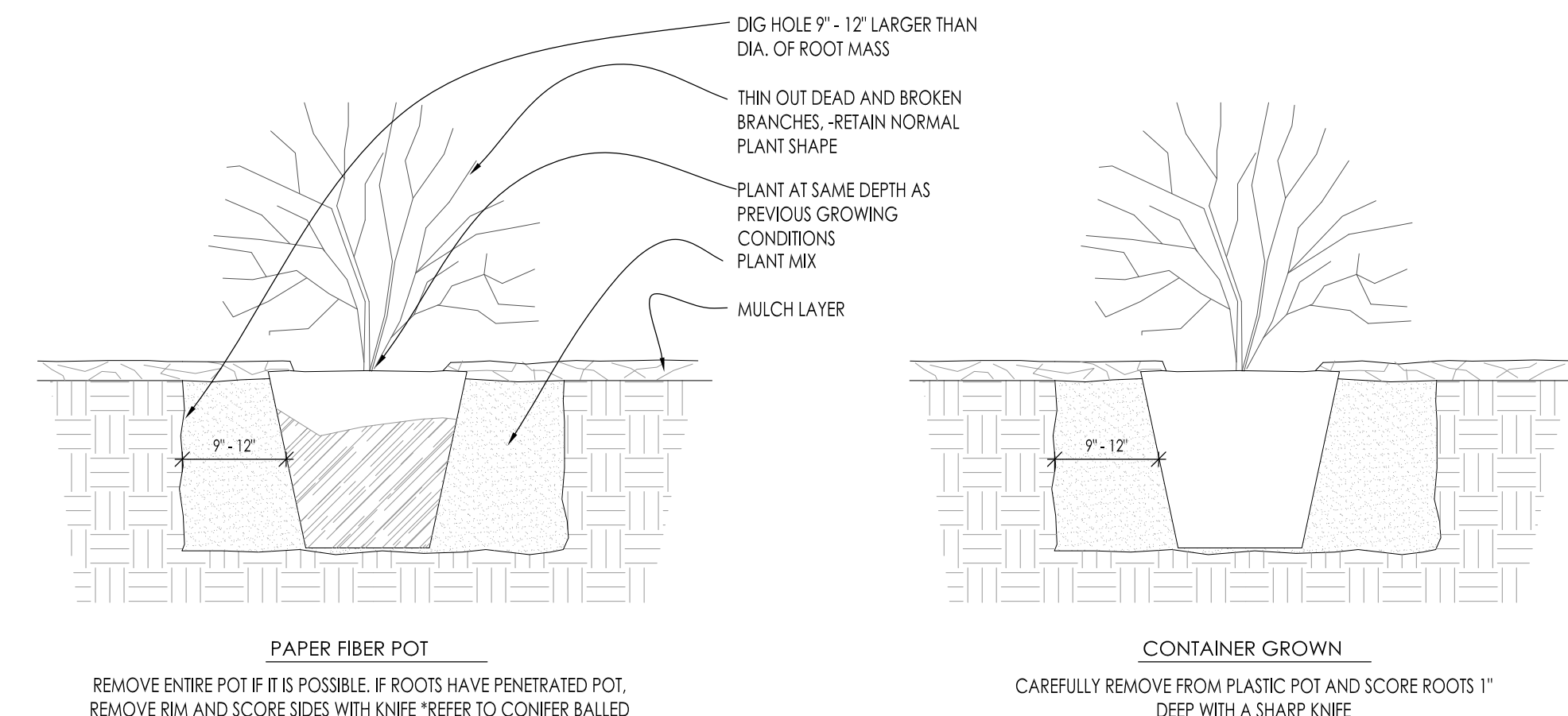
3 CONIFEROUS TREE PLANTING DETAIL SCALE: NONE



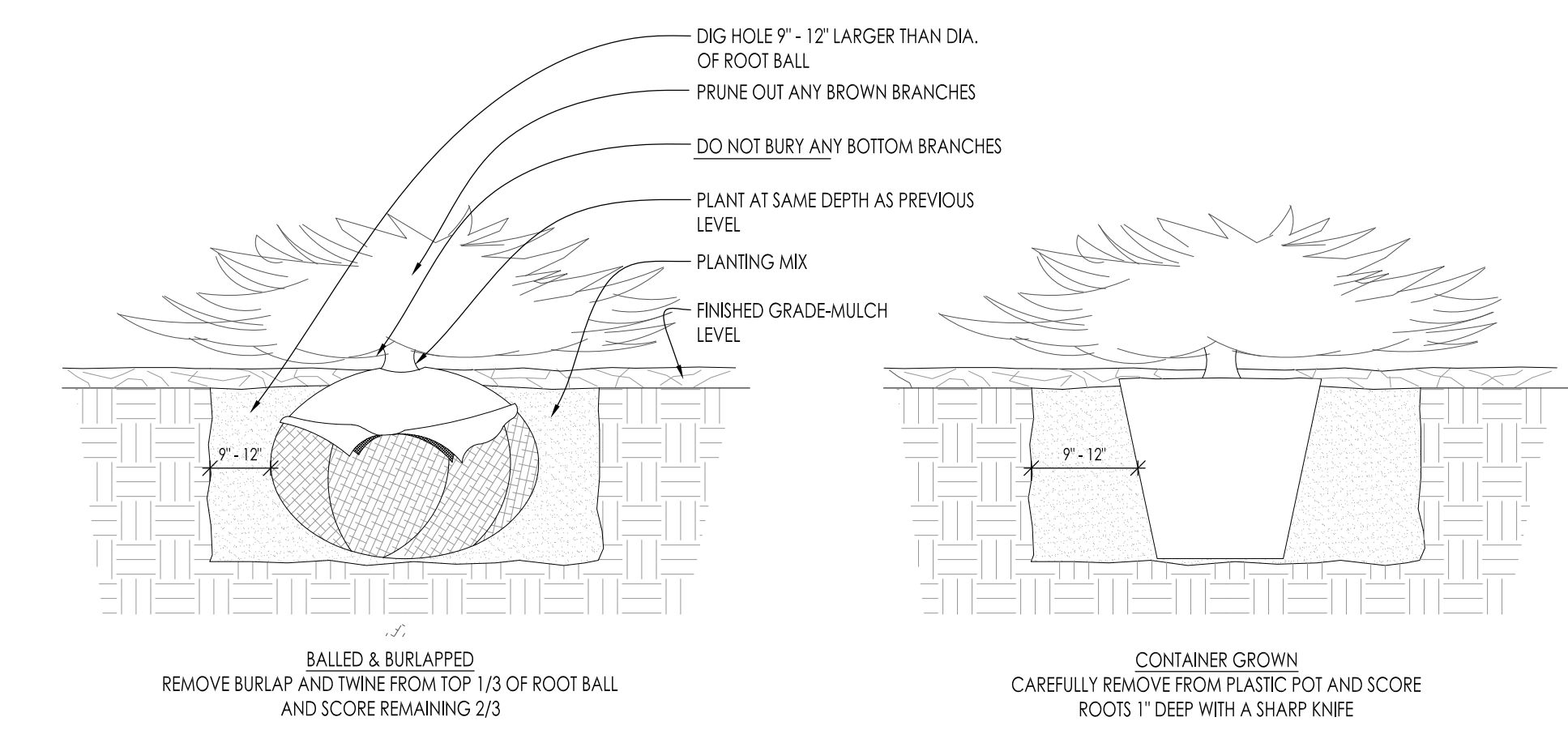
4 EXISTING TREE PROTECTION DETAIL SCALE: NONE



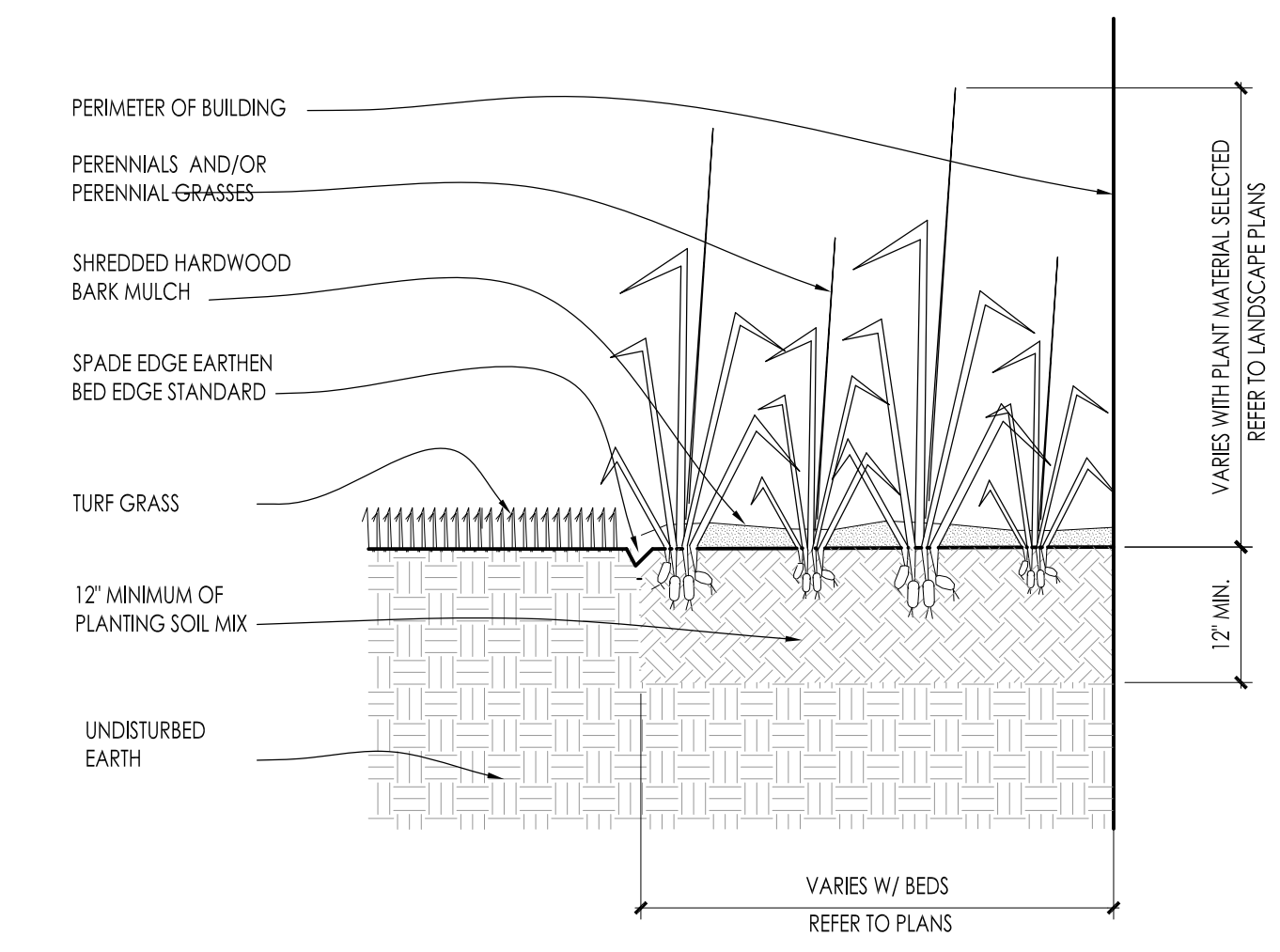
5 SLOPE PLANTING DETAIL SCALE: NONE



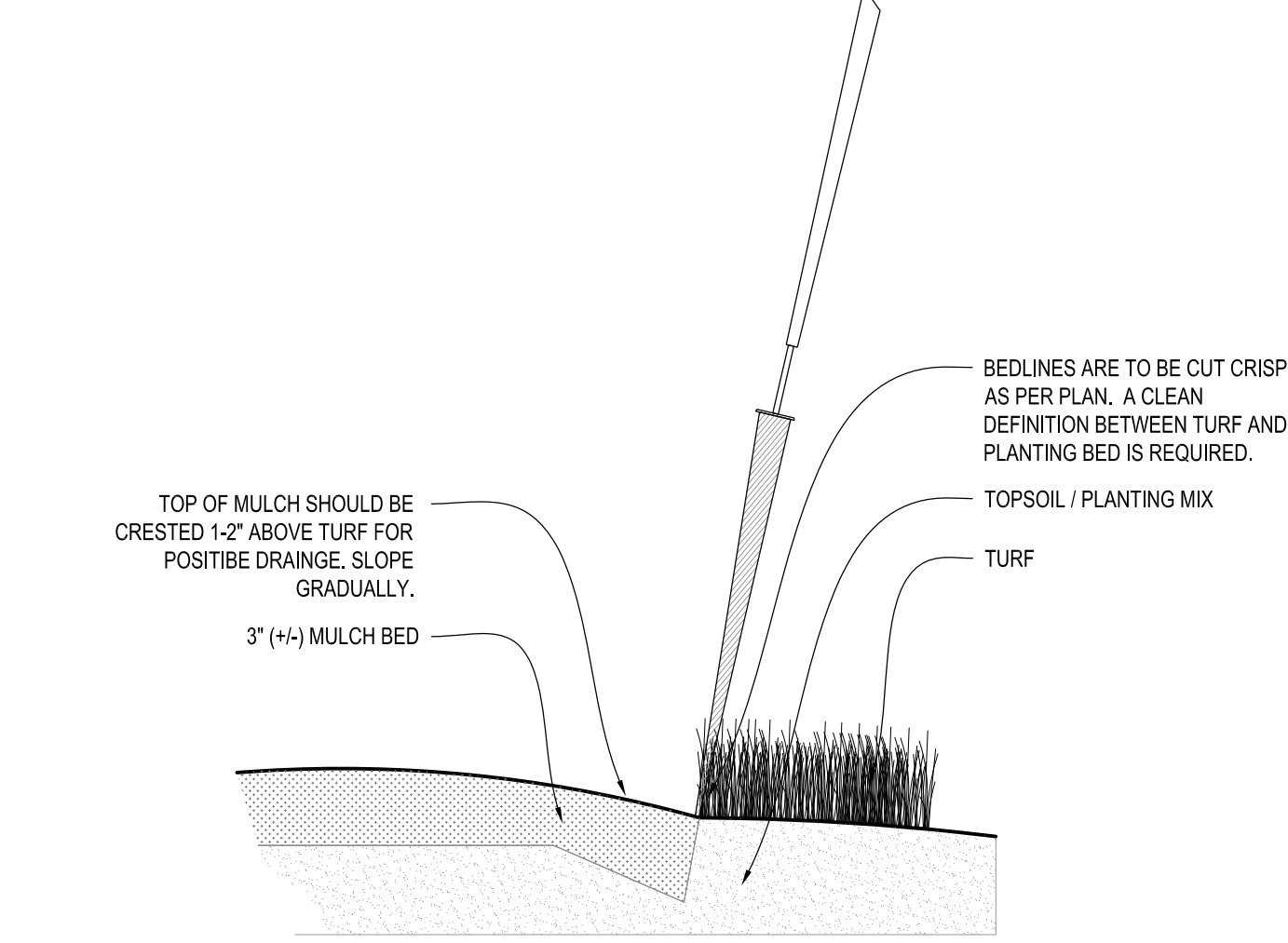
6 DECIDUOUS SHRUB PLANTING DETAIL SCALE: NONE



7 CONIFEROUS SHRUB PLANTING DETAIL SCALE: NONE



8 PERENNIAL BED PLANTING DETAIL SCALE: NONE



9 SPADE EDGE PLANT BED EDGE DETAIL SCALE: NONE

Issuance and Revisions:

Date	Number	Description
11/11/21		Client Review Submittal
11/15/21		Reductions based on client Comments / Plan Commission Submittal
01/31/22		Construction Document Submittal

COPYRIGHT InSite Landscape Design Inc. 2020 ALL RIGHTS RESERVED
THIS DRAWING IS NOT TO BE REPRODUCED, CHANGED, COPIED OR ASSIGNED TO ANY THIRD PARTY IN ANY FORM OR MANNER WITHOUT FIRST OBTAINING THE EXPRESSED WRITTEN PERMISSION OF InSite Landscape Design, Inc. THE CLIENT AGREES TO INDEMNIFY AND HOLD THE InSite Landscape Design, Inc. HARMLESS FROM ANY DAMAGES, LIABILITY, OR COST, INCLUDING ATTORNEY'S FEES AND COSTS OF DEFENSE ARISING FROM ANY CHANGES OR ALTERATIONS MADE BY ANYONE OTHER THAN THE InSite Landscape Design, Inc. OR FROM ANY REUSE OF THE DRAWINGS OR DATA WITHOUT THE PRIOR WRITTEN CONSENT OF THE InSite Landscape Design, Inc.

Sheet Title:
**PROPOSED LANDSCAPE PLAN,
PLANTING DETAILS**

Date of Drawing:	01/31/22
Scale:	As Noted
Drawn By:	MCD
Job Number:	L21-131
Sheet Number:	

NOT FOR CONSTRUCTION - PRELIMINARY - FOR ESTIMATING AND REVIEW ONLY - DO NOT SCALE THESE DRAWINGS - These progress documents reflect progress & intent & may be subject to change, including additional notes and detail. These are not final construction documents and should not be used for final bidding or construction-related purposes.

PROJECT INFORMATION

Sussex Street Self Storage
227 Sussex St.
Pewaukee, WI 53072

ISSUANCE AND REVISIONS

Issued for Review

REVISIONS

#	Description	Date

SHEET INFORMATION

OWNERSHIP AND USE OF DOCUMENTS

The drawings, specifications and other documents furnished by the Design/Builder are instruments of service and shall not become the property of the Owner whether or not the Project for which they are made is completed. Drawings, specifications and other documents furnished by the Design/Builder shall not be used by the Owner on other projects, for additions to this project or for completion to use, liability and compensation. Submission or distribution of documents to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Design/Builder's or the Architect's common law copyrights or other reserved rights. The Owner shall own neither the documents nor the copyrights.

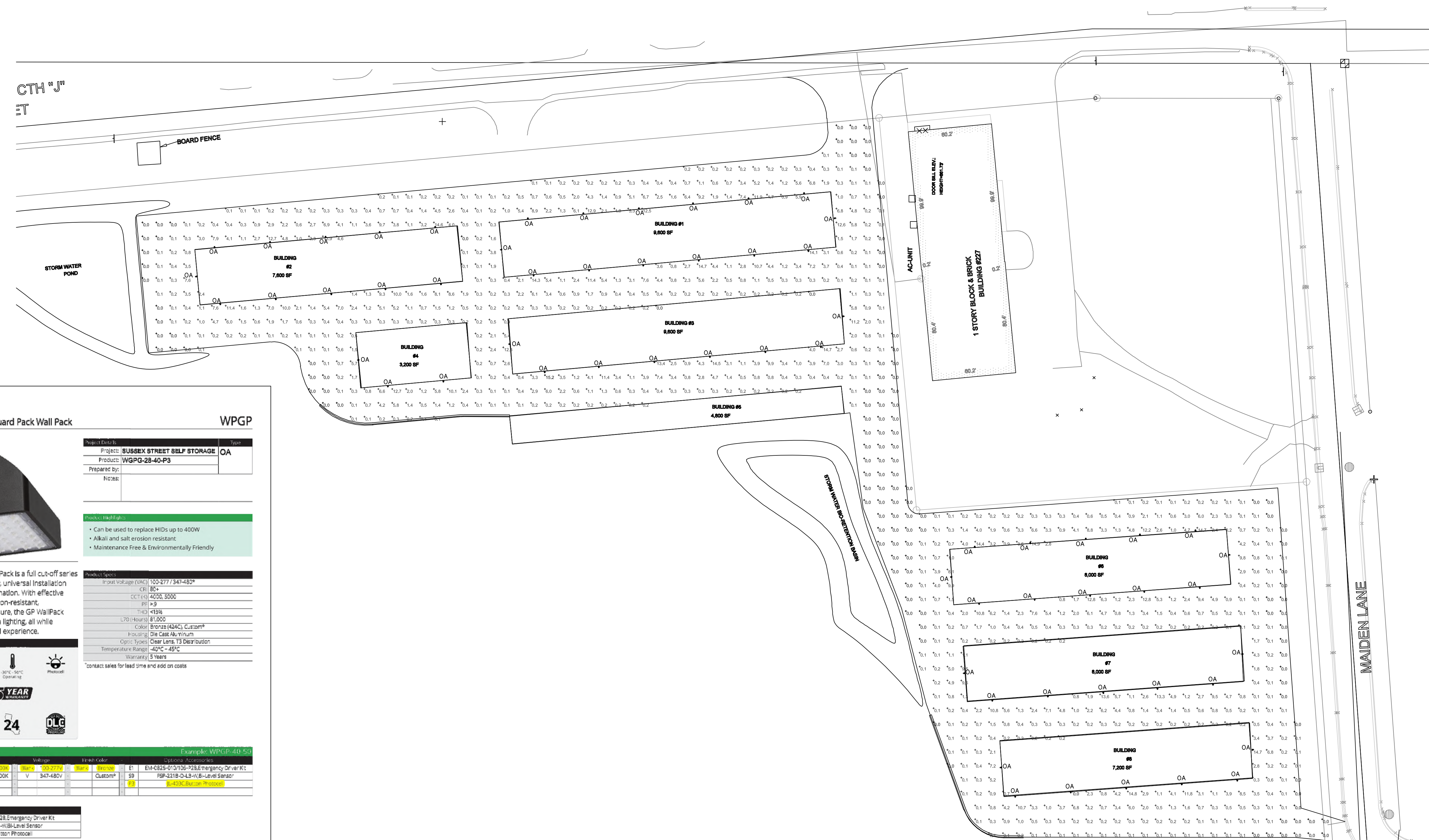
PROJECT NUMBER	00337
DATE	1.31.2022
DRAWN BY	JDP

Site Lighting Plan

SL100

Symbol	Label	QTY	Catalog Number	Description	Lamp	Number Lamps	Lumens per Lamp	LLF	Wattage
⬆	OA	62	GUARD PACK WPGP-28-40-T3S	WALLPACK BUILDING MOUNTED 9.5' AFG	4000K LED	1	3604	1	28.1

Description	Symbol	Avg	Max	Min	Max/Min	Avg/Min
SITE PHOTOMETRICS	+	1.7 fc	15.2 fc	0.0 fc	N/A	N/A



Guard Pack Wall Pack

Our new Guard Pack (GP) Wall Pack is a full cut-off series wallpack designed for an easy, universal installation best suited for outdoor illumination. With effective thermal management, corrosion-resistant, and die cast aluminum enclosure, the GP Wall Pack offers a glare free and uniform lighting, all while providing a comfortable visual experience.

- Can be used to replace HID's up to 400W
- Alkali and salt erosion resistant
- Maintenance Free & Environmentally Friendly

Our new Guard Pack (GP) Wall Pack is a full cut-off series wallpack designed for an easy, universal installation best suited for outdoor illumination. With effective thermal management, corrosion-resistant, and die cast aluminum enclosure, the GP Wall Pack offers a glare free and uniform lighting, all while providing a comfortable visual experience.

WPGP

Project: **SUSSEX STREET SELF STORAGE** Type: **OA**

Product: **WPGP-28-40-P3**

Prepared by:

Notes:

Standard Features:

- Can be used to replace HID's up to 400W
- Alkali and salt erosion resistant
- Maintenance Free & Environmentally Friendly

Standard Options:

Input Voltage (VAC): 100-277/347-480V

CR: B0+

CCFL: 4000-5000

RF: 3-9

THD: 13%

L70 (Hours): 50,000

Color: Standard (SMD), Custom*

Housing: Die Cast Aluminum

Optic Types: Clear Lens, T3 Diffusion

Temperature Range: -40°C - 45°C

Warranty: 5 Years

*contact sales for lead time and add on costs

Order Form:

Series	Voltage	CU	Wattage	Input Color	Optional Accessories
WPGP	480V	90	5000K	Standard	EM-4325-010156-P28 Emergency Driver Kit
	420V	90	5000K	V	PPF-3118-043-V18-Level Sensor
	420V	90V			PP-423C-Blue-Photo

Options:

E1	EM-4325-010156-P28 Emergency Driver Kit
S9	PPF-3118-043-V18-Level Sensor
P3	PP-423C-Blue-Photo

*contact sales for lead time and pricing on customized finish color

©2020 ATG LED Lighting www.atgledlighting.com Data subject to change. Last Edited: October 13, 2020 8:52 AM
10888 Maricopa Avenue T: 951.245.2322
Menlo Park, CA 94025 E: sales@atgledlighting.com WPGP

site photometric lighting plan
1" = 40'-0"

JDP Electrical Design, LLC
Electrical Design & Consulting
563 S16367 College Ave.
Muskego, WI 53150
jdp@electricaldesign.com
(414) 750-2006

STAFF REPORT

To: Village of Pewaukee Plan Commission

By: Mary Censky

Date Prepared: February 10, 2022

General Information:

Agenda Item: **6.a.**

Applicant:

Wellspring Construction Group LLC in c/o
Tim Knepprath with consent of underlying
property owner 230 Sussex Street LLC

Requested Action:

Recommendation to the Village Board of the
Draft Development Agreement written in
support of the proposed Sussex Street Self
Storage Project.

Existing Zoning:

B-5 Light Industrial District and FC
Floodplain Conservancy District

Proposed Zoning:

Same

Surrounding Zoning/Land Use:

North: Vacant (Floodplain &
Environmental Conservancy);
South: R-5 Single-Family Detached
Residential
East: B-5 Light Industrial District
West: Residential use with Land Use
designation of Single Family Residential
and zoning of B-5 Light Industrial District.

Existing Master Plan Classification:

Industrial-Business Park

Lot Size:

Currently = Approximately 17.69 acres
Proposed = 15.8209 acres

Location:

227 Sussex Street

Discussion:

A copy of the Draft Development Agreement for this proposed project is provided. It essential points will be summarized by the Village Staff for the Planning Commissions consideration and possible recommendation to the Village Board.

DEVELOPER'S AGREEMENT

This Developer's Agreement is hereinafter referred to as the "Developer Agreement" or "Agreement" and is made by and between the VILLAGE OF PEWAUKEE, a Wisconsin municipal corporation (hereinafter referred to as the "Village" or "Municipality") and WELLSRING CONSTRUCTION GROUP, LLC a Wisconsin limited liability company (hereinafter referred to as "Developer") for the redevelopment of a parcel of land and improvements on a 15.82 acre parcel located at/near the northwest corner of Sussex Street and Maiden Lane in the Village of Pewaukee, Wisconsin (more specifically described in the attached Exhibit A and hereinafter referred to as the "Property").

RECITALS

WHEREAS, this Agreement relates to the real property owned by the Developer located within the Municipality (hereinafter referred to as the "Property") as described in the attached Exhibit A; and

WHEREAS, Developer agrees to develop the Property for a personal self-storage unit development, in accordance with a Planned Unit Development reviewed and approved by the Village of Pewaukee Plan Commission and Village of Pewaukee Board; and

WHEREAS, this Agreement shall detail the development of the Sussex Street Self Storage development (hereinafter referred to as the "Development"); and

WHEREAS, the Municipality seeks to protect the health, safety and general welfare of the community by requiring the completion of various improvements in the Development; and

WHEREAS, Section 236.13 of the Wisconsin State Statutes and Sections 40.452 (c), 40.454, and 40.455 of the Pewaukee Development Ordinance provide that the governing body of a municipality within which the subject lands lie shall require that the Developer make and install any public improvements reasonably necessary and that the Developer provide financial security; and

WHEREAS, the purpose of this Agreement is to protect the Municipality from the cost of completing development improvements itself and is not executed for the benefit of material men, laborers or others providing work, services or material to the Development or for the benefit of Developer; and

WHEREAS, the purpose of this Agreement including, but is not limited to, the avoidance of harmful consequences of land development prior to satisfactory completion of improvements, or prior to the payment of improvements costs; and

WHEREAS, this Agreement is made for the mutual benefit of the Developer and the Municipality in order that land division and planned unit development requirements be fully complied with; and

WHEREAS, the Municipality will be injured in the event of the Developer's failure to fully and completely perform the requirements of this Agreement, even if construction has not yet been commenced. Accordingly, the parties agree that the Municipality may enforce the terms and provisions of the Agreement, even if construction has not begun; and

WHEREAS, the mutual promises, state law and the Village's Code of Ordinances authorize the covenants and obligations contained in this Agreement; and

WHEREAS, Developer agrees to develop the Property in accordance with this Agreement and any applicable regulations of any governmental entity with jurisdiction and/or any other applicable ordinances, including the Municipality's Master Plan and other rules and regulations of the Municipality; and

WHEREAS, it is the intention of the parties that by this Agreement, the parties specifically approve the terms and conditions governing the development of the Development; and

WHEREAS, the Developer and Village desire to enter into this Agreement in order to ensure that the Developer will make and install all public improvements which are reasonably necessary and further, that the Developer shall dedicate the public improvements specified in this Agreement to the Village, provided that said public improvements are constructed to municipal specifications, all applicable governmental regulations, this Agreement, and as required by the Municipal Engineer, without cost to the Village

WHEREAS, this Agreement currently contains the following Exhibits (subject to review and approval by the Village Engineer) and any subsequent Exhibits provided for under the Agreement, all of which are incorporated herein as if fully set forth:

- Exhibit A: Legal Description/Certified Survey Map
- Exhibit B: Public Improvement Costs, Lists of Work and Responsibilities of Developer
- Exhibit C: Public Improvement Plans/Specifications
- Exhibit D: Construction Schedule for Improvements
- Exhibit E: Planned Unit Development Overlay Ordinance

NOW, THEREFORE, in consideration of the granting of the approval for the development of the Property, the Developer agrees to develop the Development, complete with all improvements outlined herein and in accordance with the terms and conditions of this Agreement and any applicable regulations of any governmental entity with jurisdiction and/or the ordinances, rules and requirements imposed by the Municipality.

ARTICLE I – GENERAL CONDITIONS

A. Improvements.

The Developer shall construct and install, at its own expense, those on-site and off-site development improvements listed on Exhibit B and further detailed in Exhibit C attached

hereto and incorporated herein by this reference (the “Improvements”). The Developer’s obligation to complete the Improvements in the Development (or those improvements required by this Agreement) will arise upon the execution of this Agreement. Obligations for the Developer by the Municipality will be independent of any obligations of the Municipality contained herein and will not be conditioned on the commencement of construction in the development.

In addition, Developer shall remove all dead trees/vegetation within the right of way dedicated to the Village by Developer via Certified Survey Map as shown in Exhibit A attached hereto. Developer shall complete the removal of such trees and vegetation within 90 days of the Village issuing a Building Permit in support of Phase 1 of the Project.

B. Contractors Engaged by Developer.

The Developer agrees to engage Contractors/Subcontractors for all construction included in this Agreement who shall perform such work to the standards of the Municipality and who shall comply with every requirement of the Municipality’s Municipal Code, Village Standard Specifications, State of Wisconsin standards and standards in performing such work. The Developer shall furnish the Municipal Engineer with the names of all contractors and their subcontractors, with the classification of the work they will perform not less than fourteen (14) calendar days prior to said contractor/subcontractor beginning work. A pre-construction meeting, attended by the Municipality’s Engineer, Department Heads, the Developer’s Contractor, Utility Companies and Sub-Contractors, as necessary, shall occur within fourteen (14) calendar days after this Agreement is executed, provided, however, that if, such meeting does not occur through no fault of Developer, Developer shall not be prevented from commencing construction after the fourteen (14) days have elapsed.

C. Municipal Approval of Starting Dates.

The Developer further agrees that no work shall be scheduled for the above-mentioned Improvements without the Municipal Engineer’s approval of starting date and schedule which shall be submitted by the Developer for approval by the Municipal Engineer a minimum of fourteen (14) calendar days before work is scheduled to begin. Said schedule shall be attached as Exhibit D and incorporated herein as if fully set forth. The Municipal Engineer approval shall not be unreasonably withheld, conditioned, or delayed. No Building permits shall be issued for the Development until the Municipality has made all necessary approvals and all other required improvements have been completed, inspected and approved. Subject to the approval by the Municipal Engineer, commencement of construction shall be at the discretion of the Developer.

D. Change Order to Work

The Developer further agrees that the Municipality shall not be responsible for any costs or changes related to this project except those specifically enumerated and agreed to in this Agreement or other written agreements between the Municipality and the Developer. Said changes are to be in writing, executed by Developer and the Municipality, and are to be attached as Exhibits and incorporated herein.

E. Acceptance of Work and Dedication to the Village

The Municipality shall review the Improvements after all Improvements are completed and, if acceptable to the Municipal Engineer, the Pewaukee Village Board shall accept, subject to reasonable discretion, the dedication of such Improvements as being in compliance with the standards and specification of the Municipality. Such review and inspection shall be conducted, at Developer's sole cost, by the Municipal Engineer, or such other engineer appointed by the Village in its sole discretion. Such review and acceptance, if appropriate, will occur within 60 days of written notice by the Developer that Developer desires to have the Municipality inspect and accept some or all of the Improvements. At the option of the Municipality, if the ground is frozen, the time for final inspection may be extended as necessary so that final inspection may take place in spring of the following year after vegetation has become established. Before obtaining acceptance of any such Improvements, the Developer shall present to the Municipality valid lien waivers from persons providing materials or performing work on the Improvements for which approval is sought. Acceptance by the Municipality does not constitute a waiver by the Municipality of the right to draw funds under the letter of credit on account of defects in or failure of any Improvement that is detected or which occurs following such acceptance. The Developer shall keep all curbs, driveway approaches and other similar Improvements installed by Developer reasonably clean of ice, snow, dirt or other materials during the entire review period so as to allow the Municipality to observe the Improvements.

The Developer further agrees that the dedication of the required public Improvements will not be accepted by the Municipality until they have been reviewed and recommended for approval by the Municipal Engineer and furthermore until all outstanding Municipality incurred costs, including engineering and construction review charges indicated herein, have been paid in full and affidavits and lien waivers are received by the Municipality indicating that the Contractors and his/her suppliers have been paid in full for all work and materials furnished wider this Agreement. The water main and service laterals shall not be accepted until a complete breakdown of all constructions, engineering and administrative costs incurred by the Developer are submitted to the Municipal Engineer and Village of Pewaukee Clerk, respectively. (This is necessary to aid in determining the Water Utility's plant value.) In addition, the water system installation shall not be accepted until the Municipality obtains a bacteriological safe sample and conducts pressure testing of the water mains to confirm compliance with Village standards and specifications. The Municipality shall flush the main, obtain the samples and have all tests completed as may be required for the Municipality's acceptance, all at Developer's cost.

Upon completion by Developer and acceptance by the Village, and subject to all of the other provisions of this Agreement and the Plans referred to herein, the Developer shall, without charge to the Village and State of Wisconsin unconditionally, give, grant, convey and fully dedicate the Improvements identified in Exhibits "B" and "C" attached hereto to the Village, its successors and assigns, forever, at no cost or expense to the Village, and free and clear of all monetary encumbrances whatever together with any and all necessary easements for Village access thereto.

The Developer agrees to provide for maintenance and repair of all required public Improvements until the Municipality through Resolution formally accepts the such Improvements.

The Municipality will provide timely notice to the Developer whenever observation reveals that an improvement does not conform to the Municipality's standards and specifications, or is otherwise defective, The Developer shall have 30 days from the issuance of such notice to correct or substantially correct the defect, provided that, if the nature of the default requires, in the exercise of commercially reasonable diligence, more than thirty (30) days to cure, Developer shall not be in default so long as Developer is pursuing a cure with commercially reasonable diligence. The Municipality shall not declare a default under this Agreement during the 30 day correction period on account of any such defect unless it is clear the Developer does not intend to correct the defect or unless the Municipality determines that immediate action is required in order to remedy a situation that poses an imminent health or safety threat.

Developer shall furnish Municipality with electronic and reproducible copies of all improvement plans. Electronic copies of all improvement plans shall be in the most current version of AutoCAD and in portable document format. The Municipal Engineer shall prepare "record drawings" of the Improvements, at Developer's expense within 30 calendar days of final acceptance of the improvements.

F. Time of Completion.

All work specified herein will be completed in accordance with the schedule set forth in Exhibit D.

G. Indemnification and Insurance.

The Developer hereby expressly agrees to indemnify and hold the Municipality and its agents harmless from and against all claims, costs and liability of every kind and nature, for injury or damage received or sustained by any person or entity in connection with, or on account of the performance of work at the development site and elsewhere pursuant to this Agreement, unless caused by the Municipality or its officer. The Developer further agrees to aid and defend the Municipality or its agents (at no cost to the Municipality or its officers) in the event they are named as a defendant in an action concerning the performance of work pursuant to this Agreement except where such suit is brought by the Developer.

Developer shall maintain or cause to be maintained the following insurance policies issued by insurers licensed to do business in the State of Wisconsin with ratings and in the financial size category as requested by the Village covering loss by perils, hazards, liabilities and other risks and casualties and in such amounts as may be reasonably required by the Village.

1. Following the completion of construction of all components of the project, all risk property insurance insuring against such risks as are insured against by owners of similar improvements in an amount equal to 100% of the replacement cost of such

improvements with an extended replacement cost endorsement.

2. During the construction, builders risk insurance in form and amounts reasonably satisfactory to the Village.
3. During the term of this Agreement, commercial general liability insurance covered under comprehensive general liability policy, including contractual liability, in amounts maintained by owners of similar projects and insuring against bodily injury, including personal injury, death and property damage, in amounts reasonably satisfactory to the Village.
4. Such other insurance as may be reasonably requested by the Village.

Each insurer shall require the insured to provide at least 30 days written notice to the Village of any material change or cancellation of such policy. The Village shall be named as an Additional Insured/Loss Payee on all policies of insurance, except workers compensation insurance, on a primary and non-contributory basis.

The Developer is not an agent or employee of the Municipality. The Developer shall require all Contractors engaged in the construction of this project to comply with these requirements pertaining to damage claims, indemnification of the Municipality, and provide insurance coverage's that are established by the Municipality. The Developer shall also require Contractors engaged in the construction of this project to maintain a current Certificate of Insurance and policy endorsement, naming the Municipality as an additional insured on a primary and noncontributory basis, in a form acceptable to the Village Attorney, on file with the Village Clerk.

H. Guarantee of Work.

The Developer agrees to guarantee and warrant those Improvements identified on Exhibit A against defects in workmanship or materials for a period of one (1) year from the date of acceptance by the Pewaukee Village Board (the "Guarantee Period"). During the Guarantee Period the Letter of Credit or other surety discussed in Article 1, Section J\K shall be reduced to an amount equal to 20% of the original estimated cost of the accepted improvements identified on Exhibit A, plus 120% of the original estimated cost of the not yet completed improvements identified on Exhibits B and C shall remain in force. Upon completion of the full length of the one (1) year guarantee period, the Letter of Credit or surety for the accepted improvements shall be extinguished.

I. Compliance with Agreement.

The Developer shall fully comply with any and all provisions of this Agreement and with all Municipal Ordinances, whether or not specifically addressed in this Agreement including but not limited to:

1. Grading, Erosion Control and Barricades:

- a. The Developer shall furnish, install, and maintain during construction and until

the Improvements are accepted by the Municipality, all barricades and signs as required by the Manual of Uniform Traffic Control Devices (MUTCD) at all points where new rights-of-way extend or intersect existing streets and all street ends. Signs and barricades shall be required, furnished, and installed so as to conform to the Manual of Uniform Traffic Control Devices.

- b. The Developer shall obtain the approval of the Municipal Engineer for erosion and runoff control measures as required by the Municipal Ordinances prior to grading, utility installation or any other land disturbance activity. The Developer shall adhere to conditions of the approval and grants the right-of-entry on the development to designated personnel of the Municipality to inspect and monitor compliance with this requirement.

2. Water Mains and Service Pipes:

- a. The Developer shall install water mains, including pipe, hydrants, tees, valves, crosses and related appurtenances and water service laterals to serve the Development as required by the plans, specifications and requirements of the Water Utility and as approved by the State of Wisconsin Department of Natural Resources.
- b. All materials used shall conform to the Municipality's Standard Specifications for Water Main Construction.
- c. The Developer shall furnish the Municipality with reproducible electronic AutoCAD (most recent version) approved plans of the water system, including location and elevation of laterals at the lot lines, prior to the Municipality's acceptance of dedication.

3. Other Improvements Required:

- a. Where standards and/or specifications have not been established by the Municipality, all work shall be made in accordance with established engineering practices as designated and approved by the Municipal Engineer.

J. Developer to Reimburse the Municipality for Costs Sustained.

The Developer shall reimburse the Municipality for its actual cost of design, inspections, testing, construction, and associated legal fees for the required public Improvements. The Municipality's costs shall be determined as follows:

1. The cost of Village employees' time engaged in any way with the required public Improvements based on the hourly rate paid to the employee multiplied by a factor determined by the Municipality representing the Municipality's cost for expenses, benefits, insurance, sick leave, holidays, overtime, vacation, and similar benefits.

2. The cost of Municipality equipment employed.
3. The cost of mileage reimbursed to Village employees, which is attributed to the land division.
4. The actual costs of Village materials incorporated into the work including transportation costs plus a restocking and/or handling fee not to exceed 5% percent of the cost of the materials.
5. All consultant fees, including legal and engineering, associated with the Improvements at the invoiced amount plus a one percent (1%) administrative fee.

K. Surety.

1. Prior to the commencing of the work contemplated in this Agreement, the Developer agrees to furnish the Municipality with the contractor's estimate for the cost of the construction of the improvements provided for hereunder for review by the Village Engineer. Upon the Village Engineer's agreement as to the projected costs a surety in the form of certified checks, irrevocable letters of credit, or other such form as deemed acceptable by the Municipality exercising reasonable discretion in the minimum amount of 120% of the estimated costs of the work approved by the Village Engineer and identified on Exhibits B and C to secure performance of this Agreement in accordance with the Municipality's Land Division Ordinance. A contractor's performance bond or letter of credit for its portion of the work described on Exhibit A shall remain in full force and effect until one (1) year after acceptance of the Improvements by the Village Board.
2. As work progresses on installation of Improvements constructed as part of the Agreement, the Municipal Engineer, upon written request from the Developer from time to time, is authorized to recommend a reduction in the amount of surety as hereinafter provided. When portions of construction (water, street, or other Improvements) are completed by the Developer, and the Municipal Engineer recommends a reduction in the surety, the Village Board is authorized, upon submission of acceptable lien waivers from the Developer contractors, to reduce the amount of surety. This partial reduction in the surety does not constitute "acceptance" of the Improvements.
3. Upon acceptance by the Village Board of the Improvements constructed as part of this Agreement, the Municipality agrees to reduce the surety to the amount set forth in Article I Paragraph H of this Agreement to secure performance of the guarantee described in this Agreement.

L. Developer's Designated Project Manager.

The Developer hereby appoints _____ the Project Managers, said individual shall act as the Developer's agent during the construction phase of the installation of these Improvements. At least one Project Manager shall be available during construction hours on the job site or available by telephone. During non-

construction hours, the Project Manager shall be available for emergency situations at the following telephone number: _____. The mailing address of Developer for this construction project shall be as follows: _____. In the event that the project manager is replaced, then the Developer shall notify the Village Administrator, Village Clerk and Village Engineer in writing within 3 business days of the replacement.

ARTICLE II – SUPPLEMENTAL GENERAL CONDITION

- A. No Vested Rights Granted.
Except as provided by law, or as expressly provided in this Agreement, no vested right in connection with this project shall inure to the Developer. Nor does the Municipality warrant by this Agreement that the Developer is entitled to any other approvals required, provided, however, that the Municipality shall within its authority issues such permits, adopt such resolutions, and execute such documents that may be necessary to permit Developer to construct the Improvements called for in this Agreement, upon Developer's compliance with the requirements of this Agreement and the applicable ordinances and regulations of the Municipality. The Municipality shall cooperate with Developer in obtaining similar permits, resolutions, and documents as may be necessary from other authority having jurisdiction in the Property.
- B. No Further Lot Division.
No lot shall be further divided, or lot lines adjusted by Developer without Municipality's approval.
- C. No Waiver.
No waiver of any provision of this Agreement shall be deemed or constitute a waiver of any other provision, nor shall it be deemed or constitute a continuing waiver unless expressly provided for' by a written amendment to this default under this Agreement be deemed a waiver of any subsequent default or defaults of the same type. The Municipality's failure to exercise any right under this Agreement shall not constitute the approval of any wrongful act by the Developer or the acceptance of any Improvement.
- D. Amendment/Modification.
This Agreement may be amended or modified only by a written amendment approved and executed by the Municipality and the Developer.
- E. Default.
A default is defined herein as the Developer's breach of, or failure to comply with, the terms of this Agreement. The Municipality reserves to itself the right to draw on a letter of credit as set forth in the letter of credit or other surety provided hereunder in addition to pursuing any other available remedies. Remedies shall include, but not be limited to stopping all construction in the Planned Unit Development or not issuing building or occupancy permits.
- F. Entire Agreement.

This written Agreement, and written amendments, and any referenced attachments thereto, shall constitute the entire agreement between the Developer and the Municipality.

G. Time.

For the purpose of computing the commencement, abandonment and completion periods, and time periods for Municipality or Developer action, such times in which war civil disasters, acts of God, or extreme weather conditions occur or exist shall not be included if such times prevent the Developer or Municipality from performing its obligations under the Agreement.

H. Severability.

If any part, term, or provision of this Agreement is held by the courts to be illegal or otherwise unenforceable, such illegality or unenforceability shall not affect the validity of any other part term, or provision and the rights of the parties will be constructed as if the part, term, or provision was never part of the Agreement.

I. Benefits.

The benefits of this Agreement to the Developer are personal and shall not be assigned without the express written approval of the Municipality. Such approval may not be unreasonably withheld, but any unapproved assignments void. Notwithstanding the foregoing, the burdens of this Agreement are personal obligations of the Developer and also shall be binding on the heirs, successors, and assigns of the Developer. The Municipality shall release the original Developer's letter of credit if it accepts new security from any subsequent Developer or lender who obtains the property. However, no act of the Municipality shall constitute a release of the original Developer from its liability under this Agreement.

J. Immunity. Nothing contained in this Agreement constitutes a waiver of Municipality's sovereign immunity under applicable law.

K. Notice

Any notice required or permitted by this Agreement shall be deemed effective when personally delivered in writing or transmitted via facsimile to the fax numbers set forth below, provided that the transmitting party retains evidence of the successful facsimile transmission or three (3) days after notice is deposited with the US Postal Service, postage prepaid, certified and return receipt requested, and addressed as follows:

If to Developer:

WELLSPRING CONSTRUCTION GROUP LLC

If to Municipality:
VILLAGE OF PEWAUKEE
Attn: Village Clerk
235 Hickory Street
Pewaukee, WI 53072
Fax: (262) 691-5660

WITH COPIES TO:
Attorney Mark Blum
720 Clinton Street, P.O. Box766
Waukesha, WI 53187-0766
Fax: (262) 549-8191

- L. Recordation.
The Municipality shall record a copy of this Agreement in the Waukesha County Register of Deeds Office. The Developer shall pay all cost of recording.
- M. Personal Jurisdiction And Venue.
Personal jurisdiction and venue for any civil action commenced by either party to this Agreement whether arising out of or relating to the Agreement or letter of credit shall be deemed to be proper only if such action is commenced in the Circuit Court for Waukesha County. The Developer expressly waives his/her/their right to bring such action in or to remove such action to any other court whether state or federal.
- N. Impact Fees.
No water, sewer, park, or other impact fee(s) shall be due from Developer.
- O. Effective Date.
This Agreement shall be effective as of the last undersigned date.

[Signature Page to Follow]

MUNICIPALITY:
Village of Pewaukee

MUNICIPALITY:
Village of Pewaukee

By: _____
Jeff Knutson, President

By: _____
Cassie Smith, Village Clerk

STATE OF WISCONSIN)
) ss.
COUNTY OF WAUKESHA)

Personally came before me, this ____ day of _____, 2022, the above-named Jeff Knutson and Cassie Smith, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Notary Public, State of Wisconsin
My Commission is permanent/expires: _____

Developer:
Wellspring Construction Group

Developer:
Wellspring Construction Group

By: _____

By: _____

STATE OF WISCONSIN)
) ss.
COUNTY OF _____)

Personally came before me, this ____ day of _____, 2022, the above-named _____, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Notary Public, State of Wisconsin
My Commission is permanent/expires: _____

CERTIFIED SURVEY MAP

Part of the Southeast 1/4 and Northeast 1/4 of the Northwest 1/4 of Section 9, Township 7 North, Range 19 East, in the Village of Pewaukee, Waukesha County, Wisconsin.

Owner : 230 Sussex Street LLC
227 SUSSEX ST.
PEWAUKEE, WI 53072-2520

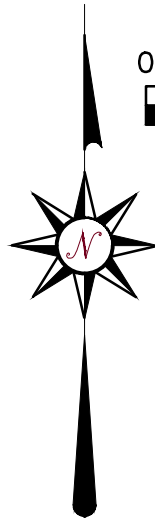
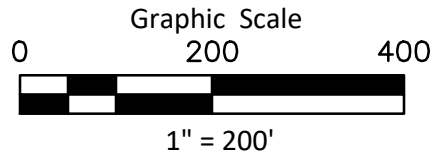
All bearings are referenced to the Wisconsin State Plane Coordinate System (South zone) dated Dec., 2013 in which the East line of the NW 1/4, Sec. 9 bears N00°03'45"E.

LEGEND

- Indicates found 1" iron pipe.
- + Indicates found chiseled cross
- Indicates set 1" iron pipe, 1.13lbs per lineal feet
- Ⓧ Indicates Dedicated to the public for roadway purposes
Area of dedication is 3045 sq. ft. or 0.0699 acres.

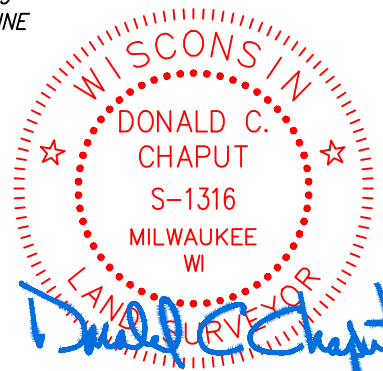
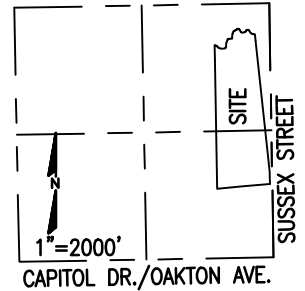
ZONING: FC (Floodplain Conservancy)
B-5(Light Industrial)
FFO Overlay

NOTES: -Floodplain Zoning taken from FEMA Map No. 55133C0184G, effective date of November 5, 2014.
-Wetland Delineation by Heartland Ecological Group Inc.
-20' Watermain, access and maintenance easement granted to the Village of Pewaukee



VICINITY MAP

NW 1/4 SEC. 9
T7N, R19E.



January 27, 2022
Drawing No. 3620-dmb
SHEET 1 OF 4 SHEETS

SUSSEX STREET (F.K.A. C.T.H. "J")
VARYING PUBLIC R.O.W.

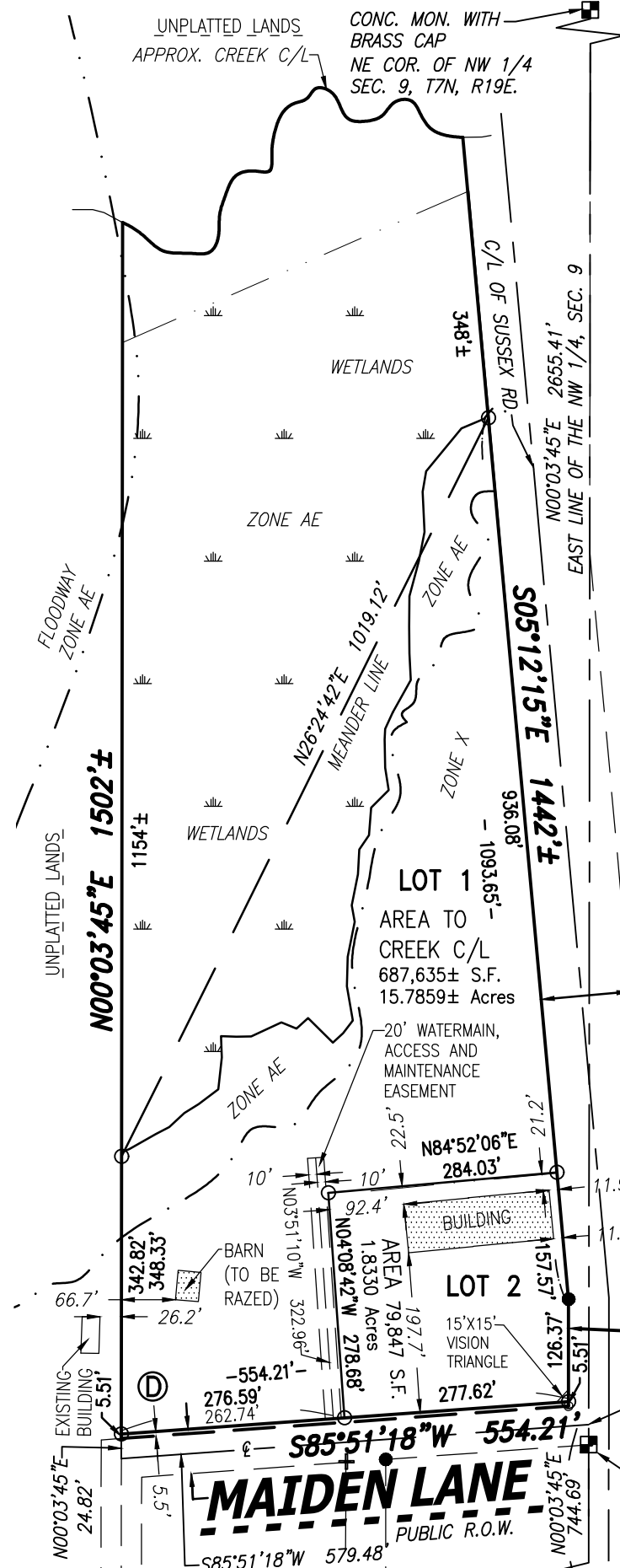
S00°03'45"W
131.88'

INTERSECTION OF THE EAST LINE OF THE NW 1/4 OF SEC. 9 AND THE CENTERLINE OF MAIDEN LANE

FOUND ALUMINUM MONUMENT

CONC. MON. WITH BRASS CAP
SE COR. OF NW 1/4 SEC. 9, T7N, R19E.

This instrument was drafted by Donald C. Chaput
Professional Land Surveyor S-1316



CHAPUT
LAND SURVEYS

234 W. Florida Street
Milwaukee, WI 53204
414-224-8068
www.chaputlandsurveys.com

CONC. MON. WITH BRASS CAP
MEANDER CORNER OF THE SW COR. OF NW 1/4 SEC. 9, T7N, R19E.

N85°45'34"E 2255.21'
SOUTH LINE OF THE NW 1/4, SEC. 9

CERTIFIED SURVEY MAP

Part of the Southeast 1/4 and Northeast 1/4 of the Northwest 1/4 of Section 9, Township 7 North, Range 19 East, in the Village of Pewaukee, Waukesha County, Wisconsin.

SURVEYOR'S CERTIFICATE

STATE OF WISCONSIN}
:SS
MILWAUKEE COUNTY}

I, DONALD C. CHAPUT, Professional Land Surveyor, do hereby certify:

THAT I have surveyed, divided and mapped a part of the Southeast 1/4 and Northeast 1/4 of the Northwest 1/4 of Section 9, Township 7 North, Range 19 East, in the Village of Pewaukee, Waukesha County, Wisconsin, which is bounded and described as follows:

Commencing at the Southwest corner of said Northwest 1/4 Section; thence North 85°45'34" East along the South line of said Northwest 1/4 of Section 9 a distance of 2255.21 feet the Southeast corner of said 1/4 Section; thence North 00°03'45" East along the East line of said 1/4 Section, a distance of 744.69 feet to the intersection of said East line and the Centerline of Maiden Lane; thence South 85°51'18" West along said Centerline 579.48 feet to a point; thence North 00°03'45" East 24.82 feet to the point of beginning of lands hereinafter described; thence North 00°03'45" East 348.33 feet to a meander corner, said corner being 1154 feet more or less Southerly of a creek centerline; thence North 26°24'42" East along a meander line 1019.12 feet to a meander corner and the West line of Sussex Street, said corner being 348 feet more or less Southeasterly of a creek centerline; thence South 05°12'15" East along said West line 1093.65 feet to a point; thence South 00°03'45" West along said West line 131.88 feet to a point on the North line of Maiden Lane; thence South 85°51'18" West along said North line 554.21 feet to the point of beginning. To include those lands lying between said meander line and the creek.

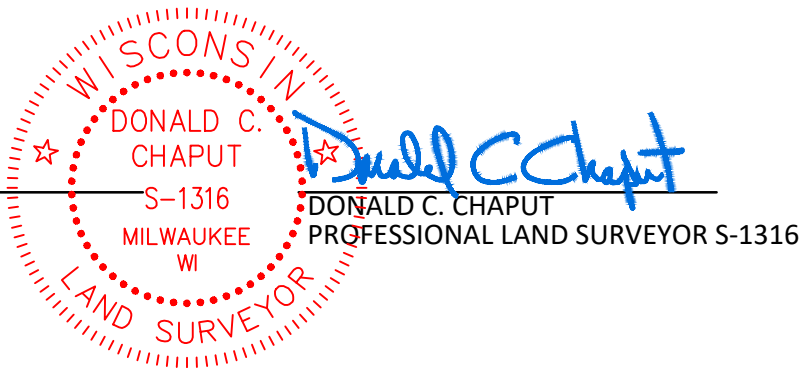
Said lands contain 770,527 square feet, or 17.6889 acres.

THAT I have made the survey, land division and map by the direction of 230 Sussex Street LLC, owner.

THAT the map is a correct representation of all the exterior boundaries of the land surveyed and the land division thereof made.

THAT I have fully complied with the provisions of Chapter 236 of the Wisconsin Statutes and the Land Division and Ordinances of the Village of Pewaukee in surveying, dividing and mapping the same.

January 27, 2022
DATE



CHAPUT
LAND SURVEYS

234 W. Florida Street
Milwaukee, WI 53204

414-224-8068
www.chaputlandsurveys.com

This instrument was drafted by Donald C. Chaput
Professional Land Surveyor S-1316

Drawing No. 3620-dmb
SHEET 2 OF 4 SHEETS

CERTIFIED SURVEY MAP

Part of the Southeast 1/4 and Northeast 1/4 of the Northwest 1/4 of Section 9, Township 7 North, Range 19 East, in the Village of Pewaukee, Waukesha County, Wisconsin.

CORPORATE OWNER'S CERTIFICATE

230 Sussex Street LLC, a Wisconsin limited liability company, duly organized and existing under and by virtue of the laws of the State of Wisconsin, as owner, hereby certifies that said limited liability company caused the land described on this Certified Survey Map to be surveyed, divided, mapped and dedicated as represented on this map in accordance with the requirements of the Village of Pewaukee.

230 Sussex Street LLC, as owner, does further certify that this map is required by S.236.20 or 236.12 to be submitted to the following for approval or objection: Village of Pewaukee.

IN WITNESS WHEREOF, 230 Sussex Street LLC, has caused these presents to be signed by the hand of Tim Kneprath, Member, on this _____ day of _____, 2022

In the presence of: 230 Sussex Street LLC

Tim Kneprath, Member

STATE OF WISCONSIN}
:SS
WAUKESHA COUNTY}

Personally came before me this ___ day of _____, 2022, Tim Kneprath, Member of 230 Sussex Street LLC, to me known as the person who executed the foregoing instrument and acknowledged that he executed the foregoing instrument as such officer as the deed of said limited liability company, by its authority.

Notary Public
State of Wisconsin
My commission expires. _____
My commission is permanent.

CONSENT OF CORPORATE MORTGAGEE

Tri City National Bank, a Wisconsin banking association, mortgagee of the above described land, does hereby consent to the surveying, dividing and mapping the land described on this map and does hereby consent to the above certificate of 230 Sussex Street LLC, OWNER.

By: _____

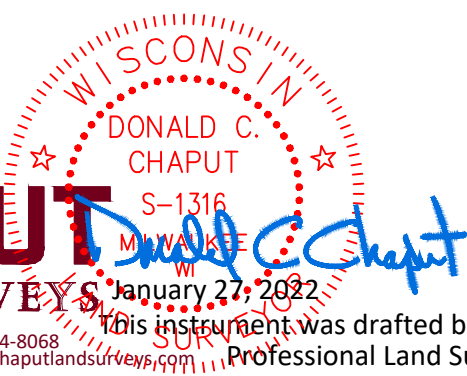
Name: _____

Title: _____

STATE OF WISCONSIN}
:SS
_____ COUNTY}

Personally came before me this ___ day of _____, 2022, _____ of Tri City National Bank, to me known as the person who executed the foregoing instrument and acknowledged that he executed the foregoing instrument as such officer as the deed of said corporation, by its authority.

Notary Public
State of Wisconsin
My commission expires. _____
My commission is permanent.



CHAPUT
LAND SURVEYS

234 W. Florida Street
Milwaukee, WI 53204

414-224-8068
www.chaputlandsurveys.com

This instrument was drafted by Donald C. Chaput
Professional Land Surveyor S-1316

Drawing No. 3620-dmb
SHEET 3 OF 4 SHEETS

CERTIFIED SURVEY MAP _____

Part of the Southeast 1/4 and Northeast 1/4 of the Northwest 1/4 of Section 9, Township 7 North, Range 19 East, in the Village of Pewaukee, Waukesha County, Wisconsin.

PLANNING COMMISSION CERTIFICATE OF APPROVAL

APPROVED by the Planning Commission of the Village of Pewaukee on this ___ day of _____, 2022.

Jeff Knutson, President

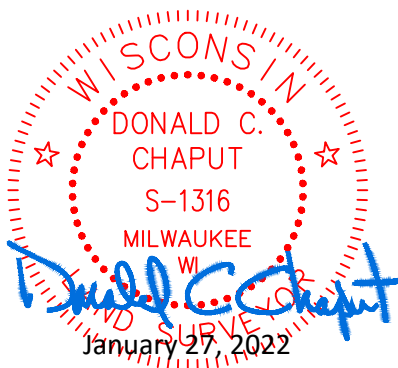
Cassie Smith, Village Clerk

VILLAGE BOARD APPROVAL

THIS Certified Survey Map has been submitted to and approved by the Village of Pewaukee this ___ day of _____, 2022.

Jeff Knutson, President

Cassie Smith, Village Clerk



CHAPUT
LAND SURVEYS

234 W. Florida Street
Milwaukee, WI 53204

414-224-8068
www.chaputlandsurveys.com

This instrument was drafted by Donald C. Chaput
Professional Land Surveyor S-1316

Drawing No. 3620-dmb
SHEET 4 OF 4 SHEETS

STAFF REPORT

To: Village of Pewaukee Plan Commission

By: Mary Censky

Date Prepared: February 10, 2022

General Information:

Agenda Item: **6.b.**

Applicant:

Lora Martinson of Springfield Sign on behalf of tenant occupant First Watch

Status of Applicant:

Sign contractor with consent of underlying property owner Meadow Ridge Shops, LLC.

Requested Action:

Sign Code waiver approval.

Current Zoning:

B-1 Community Business District with PUD

Current Master Plan Classification:

Community Commercial

Surrounding Zoning/Land Use:

North: B-1 Community Business District with PUD

South: R-6 Plex Residential

East: B-1 Community Business District with PUD

West: B-1 Community Business District with PUD

Lot Size:

1.49 acres

Location:

Southeast corner of Capitol Drive at Meadowcreek Drive (east of Associated Bank).

Discussion:

Village Code permits up to 1 wall sign, 40 sq.ft. in area maximum, per street frontage. The Village typically treats shared internal circulation drives within a development as a street frontage.

There is also a provision in the Sign Code for a secondary entrance wall sign, up to 20 sq.ft. in area, for businesses with a second entrance that enters from a parking lot.

The applicant proposes a 59.75 sq.ft. wall sign on the north (street facing) elevation and a 33.6 square foot wall sign on the west (secondary parking lot entrance elevation).

Sec. 70.103 of the Villages Sign Code provides as follows:

Appeals. The planning commission may, in its judgment, waive or modify the provisions of this chapter where it would further the public interest and uphold the purpose of this chapter as put

forth in section 70.100. Such waiver or modification may be based on, among other things, site-specific hardships such as topographic aberrations, traffic safety, accessibility and visual encumbrances.

Section Sec. 70.100 of the Villages Sign Code provides as follows:

Purpose. The purpose of this chapter shall be to:

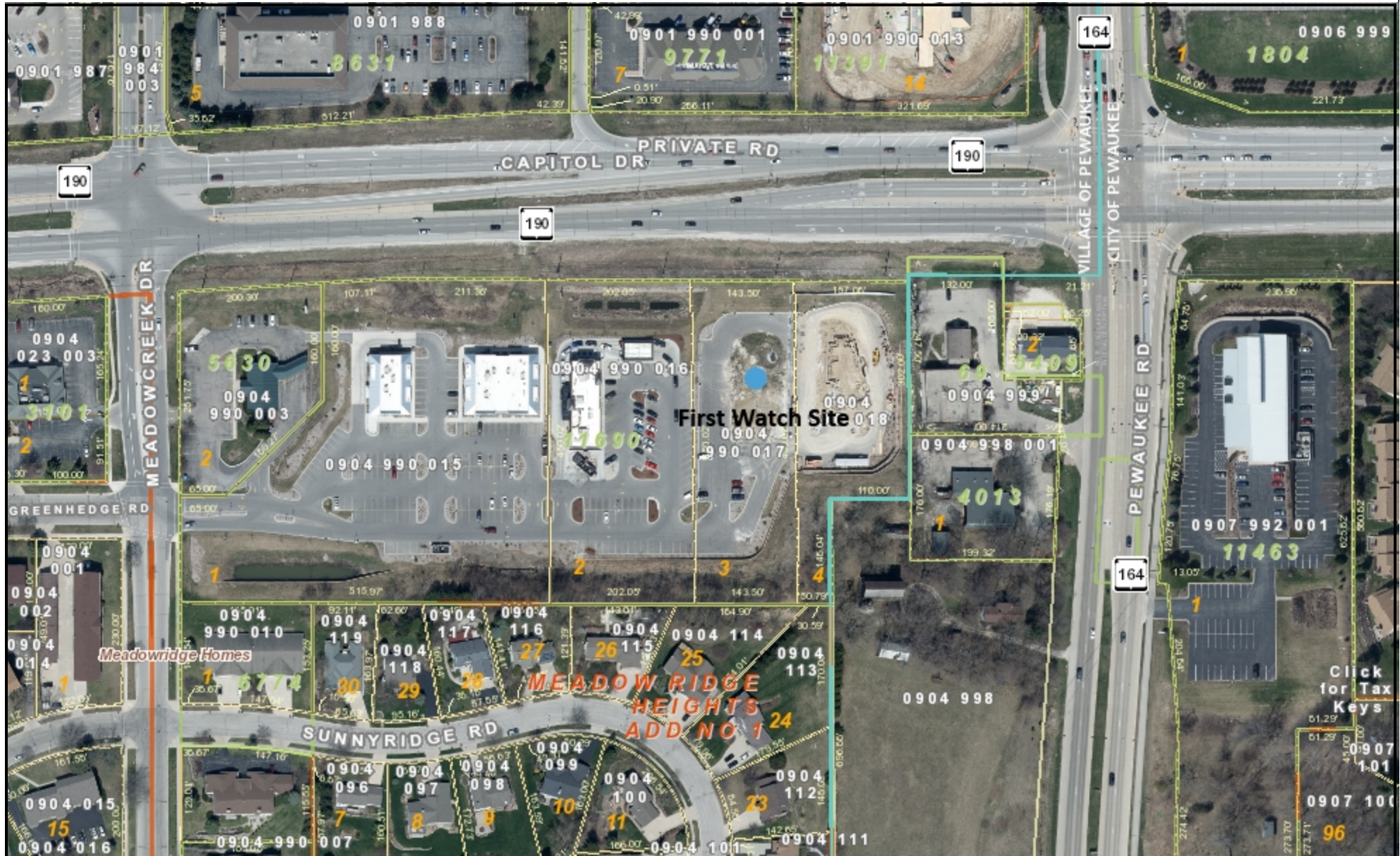
- (1) Regulate the size, type, construction standards, maintenance and placement of signs situated within the boundaries of the Village of Pewaukee, Wisconsin.
- (2) Promote the public health, safety, welfare and comfort of the general public by:
 - a. Reducing distractions and obstructions from signs which would adversely affect traffic safety and alleviate hazards caused by signs projecting over or encroaching upon the public right-of-way;
 - b. Discouraging excessive visual competition in signage and ensuring that signs aid orientation and adequately identify uses and activities to the public; and
 - c. Preserving or enhancing the natural beauty and unique physical characteristics of the village as a community in which to live and work by requiring new and replacement signage which is:
 1. Harmonious with the building, surrounding neighborhood aesthetics and other signs in the area;
 2. Appropriate to the type of activity to which it pertains;
 3. Expressive of the village's identity in a manner which will not diminish property values; and
 4. Complementary to the village's architectural character and unobtrusive commercial developments.

The north wall of this building is situated 135+/- feet back from the south edge of pavement along Capitol Drive.

Recommendation:

If the Planning Commission is inclined toward an approval for Sign Code waiver in this case, the Planner recommends the following conditions be considered for attachment thereto:

- 1) Applicant to secure all necessary sign, building and/or electrical permits prior to the start of sign(s) construction or installation.



Click for Tax Keys

0 188.45 Feet

The information and depictions herein are for informational purposes and Waukesha County specifically disclaims accuracy in this reproduction and specifically admonishes and advises that if specific and precise accuracy is required, the same should be determined by procurement of certified maps, surveys, plats, Flood Insurance Studies, or other official means. Waukesha County will not be responsible for any damages which result from third party use of the information and depictions herein, or for use which ignores this warning.

Notes:

Printed: 10/7/2021






SPRINGFIELD SIGN

design | build | install | service

FIRST WATCH

PEWAUKEE, WI

Presented by Trey Watts

 800.845.9927

 springfieldsign.com

DISCLAIMER

By continuing to view this art package, you hereby agree to not reproduce, replicate, redistribute, or otherwise copy this artwork. You also agree to not use this artwork for bidding purposes. All images included in this package are property of Springfield Sign unless otherwise noted in writing.

SOMERSTONE RETAIL - FIRST WATCH

CAPITOL DRIVE | PEWAUKEE, WI



Architect
 259 South Street, Suite A
 WAUKESHA, WI 53186
 P: 833-380-6180
 E: jab@thrive-architects.com



Contractor
 W229 N1870 Westwood Dr.
 Waukesha, WI 53186
 P: 262-323-6883
 E: mduffek@duffekconstruction.com

Project Info. — 20053

SOMERSTONE RETAIL
 NEW CONSTRUCTION
 CAPITOL DRIVE
 PEWAUKEE, WI

SHEET INDEX	
SHEET	DESCRIPTION
T1.0	TITLE AND CODE SHEET
T1.1	CODE SHEET
ARCHITECTURAL	
SP1.0	SITE PLAN AND SITE DETAILS
SP1.1	SITE DETAILS
A1.0	FLOOR PLAN
A1.1	REFLECTED CEILING PLAN
A1.2	EQUIPMENT PLAN
A1.3	ROOF PLAN
A2.0	EXTERIOR ELEVATIONS
A3.0	BUILDING AND WALL SECTIONS
A4.0	ENLARGED PLAN & DETAILS
A6.0	WALL, WINDOW, AND DOOR TYPES
PLUMBING, MECHANICAL AND ELECTRICAL PLANS TO BE A DEFERRED REVIEW AND SUBMITTAL BY DESIGN-BUILD CONTRACTOR	

BUILDING CODE SUMMARY	
BASED ON THE	WISCONSIN COMMERCIAL BUILDING CODE (2015 INTERNATIONAL BUILDING CODE w/ WI AMENDMENTS)
	2009 ANSIA117.1 ACCESSIBILITY CODE
	2012 NFPA 101 LIFE SAFETY CODE
	ALL OTHER CODES AND ORDINANCES AS REFERENCED BY THE ABOVE CODES
AREA OF ALTERATION	TOTAL AREA OF ALTERATION: ### SF
FIRE ALARM	YES
OCCUPANCY	MIXED USE - ASSEMBLY + BUSINESS
OCCUPANCY SEPARATION	1 HOUR (A/B)
CONSTRUCTION TYPE	VB
SPRINKLER SYSTEM	YES
NUMBER OF FLOOR LEVELS	ONE
ALTERATION LEVEL	N/A
FLAME SPREAD & SMOKE INDEX	-
CODE EXCEPTION	BOTTLED WATER PROVIDED IN LIEU OF DRINKING FOUNTAIN

PROJECT CONTACT INFO		
OWNER: SOMERSTONE, LLC 19035 W CAPITOL DR, #108 BROOKFIELD, WI 53045 P: 414.708.1200	ARCHITECT: THRIVE ARCHITECTS 259 SOUTH STREET, SUITE A WAUKESHA, WI 53186 P: 833-380-6180 ATTN: JEREMY BARTLETT, ARCHITECT OF RECORD	ENGINEER: PIERCE ENGINEERS 222 W WASHINGTON AVE, #560 MADISON, WI 53703 P: 608-256-7304 ATTN: RYAN NEUMANN
CONTRACTOR: DUFFEK CONSTRUCTION W229 N1870 WESTWOOD DR WAUKESHA, WI 53186 P: 262.323.6883 ATTN: ANDREW ROENSCH		

GENERAL NOTES	
1. CONSTRUCTION IS TO BE IN COMPLIANCE WITH ALL GOVERNING CODES, ORDINANCES & STANDARDS. THE CONTRACTOR(S) SHALL BE RESPONSIBLE FOR INITIATING, MAINTAINING, & SUPERVISING ALL SAFETY PRECAUTIONS & PROGRAMS IN CONNECTION WITH THE PERFORMANCE OF THIS PROJECT.	
2. ARCHITECT/DESIGNER SHALL NOT BE RESPONSIBLE FOR ANY COST, SCHEDULE OR CONSTRUCTION ISSUES ARISING DUE TO OWNER'S FAILURE TO DISTRIBUTE ALL DOCS, SUBCONTRACTORS & SUPPLIERS SHOULD ENDEAVOR TO REVIEW A COMPLETE SET OF DOCS BEFORE BIDDING, FABRICATING & INSTALL.	
3. GC, SUBCONTRACTORS, MATERIAL SUPPLIERS, OWNER, ETC. MUST NOTIFY ARCHITECT OF ANY ERRORS, OMISSIONS, OR DEFECTS IN THE CONSTRUCTION DOCUMENTS PRIOR TO BIDDING, FABRICATING OR INSTALLING WORK.	
4. SITE DIMENSIONS ARE TO BE FIELD VERIFIED AND ADJUSTED ACCORDINGLY. THE ARCHITECT/DESIGNER SHALL BE NOTIFIED OF ANY VARIANCES BEFORE CONTRACTOR BEGINS OR PROCEEDS WORK.	
5. MECH, ELEC, PLUMB & FIRE PROTECTION ARE TO BE DESIGN BUILT, COMPLYING WITH ALL GOVERNING CODES, ORDINANCES & STANDARDS, WHICH WILL BE THE FULL RESPONSIBILITY OF THE CONTRACTOR; THE ARCHITECT ASSUMES NO LIABILITY.	
6. ALL MECH, ELEC, PLUMB & FIRE PROTECTION SYSTEMS/EQUIP. SHALL BE MAINTAINED ACCORDING TO MANUFACTURER'S STANDARDS. BLDG. OWNER SHALL ASSUME FULL RESPONSIBILITY FOR MAINTENANCE/OPERATION UPON OCCUPANCY.	
7. THE INSTALLATION AND EXECUTION OF ALL MATERIALS SHALL BE IN ACCORDANCE WITH THE MANUFACTURER'S STANDARDS AND SPECIFICATIONS. ALL MEANS & METHODS OF CONSTRUCTION TO BE THE SOLE RESPONSIBILITY OF THE GC.	
8. PORTABLE FIRE EXTINGUISHERS SHALL BE PROVIDED IN OCCUPANCIES AND LOCATIONS AS REQUIRED BY THE INTERNATIONAL FIRE CODE. INSTALLATION LOCATIONS SHALL HAVE A MAXIMUM TRAVEL DISTANCE OF 75' TO ANY EXTINGUISHER. EXTINGUISHERS SHALL BE LOCATED IN CONSPICUOUS LOCATIONS WHERE THEY WILL BE READILY ACCESSIBLE AND IMMEDIATELY AVAILABLE FOR USE, TYPICALLY ALONG PATHS OF TRAVEL. EXTINGUISHERS SHALL NOT BE OBSTRUCTED FROM VIEW. IF VISUAL OBSTRUCTION CAN NOT BE AVOIDED ANOTHER MEANS SHALL BE PROVIDED TO INDICATE THE EXTINGUISHER LOCATIONS. EXTINGUISHERS NOT EXCEEDING 40" SHALL BE INSTALLED SO THAT ITS TOP IS NOT MORE THAN 5'-0" ABOVE THE FLOOR. EXTINGUISHERS EXCEEDING 40" SHALL BE INSTALLED SO THAT ITS TOP IS NOT MORE THAN 3'-6" ABOVE THE FLOOR. THE CLEARANCE BETWEEN THE FLOOR AND BOTTOM OF HAND HELD UNITS SHALL NOT BE LESS THAN 4". VERIFY EXTINGUISHER LOCATIONS W/ LOCAL FIRE DEPT. & OWNER PRIOR TO INSTALLATION.	
9. ALL CONCRETE FLAT WORK MUST BE WET CURED PER ACI REQUIREMENTS AND/OR CURED USING A CURING COMPOUND. REFER TO STRUCTURAL NOTES FOR CURING COMPOUND SPECS. CONTRACTOR IS RESPONSIBLE FOR APPLYING CURING COMPOUNDS PER THE MANUFACTURER'S REQUIREMENTS.	

PROJECT NOTES	
ELECTRICAL NOTES:	1) ALL WORK TO BE BY DESIGN-BUILD ELECTRICAL CONTRACTOR.
HVAC NOTES:	1) ALL WORK TO BE BY DESIGN-BUILD HVAC CONTRACTOR.
PLUMBING NOTES:	1) ALL WORK TO BE BY DESIGN-BUILD PLUMBING CONTRACTOR.

TYPICAL ABBREVIATIONS							
ABV: Above	B/O: By Others	DW: Dishwasher	FIS: Fasting	LB: Pound	NO: # Number	REFR: Ref	TEMP: Tempered
ACOUS: Acoustical	BI: Bottom Of	DIV: Division	FND: Foundation	LAM: Laminated(d)	NO: Non-Operable Window Section	REG: Register	TK: Tight Knot
ADDL: Additional	BR: Bedroom	DR: Door	FRM: Form(s), (ing)	LAV: Lavatory	RI: Reinforced	RE: Reinforced	T&G: Tongue and Groove
ADM: Adhesive	CAB: Cabinet	DH: Double Hung	FBD: Furnished by Others	LS: Left Hand	ROD: Required	RAC: Return Air	T/O: Top of
ADJ: Adjustable	CALC: Calculation	DS: Downspout	FUR: Furred	LA: Length Overall	RS: Rough Opening	REV: Revision	TOC: Top of Concrete
AF: Above Finish Floor	CD: Cabinet Door	DT: Drain Tile	GA: Gage, Gauge	LT: Light	RO: Rough Opening	R: Riser	TOW: Top of Wall
AGG: Aggregate	CG: Corner Guard	DWG: Drawing	GL: Glass, Glazing	LF: Lined Feet	ROD: Required	R: Riser	T: Tie
AHL: Authority Having Jurisdiction	CF: Cast-In-Place (Concrete)	DI: Nail Size	GLB: Galvanized Iron	LL: Live Load	OSB: Oriented Strand Board	RAS: Rod and Shelf	TS: Tubular Steel
A/C: Air Conditioning	CL: Centerline	EW: Each Way	GLB: Glass Block	LM: Laminated Veneer Lumber	OD: Outside Diameter	RFS: Roofing	TYP: Typical
ALT: Alternate	CO: Clean Out	E: East	GLB: Glue Laminated Beam	LVR: Lower	PMT: Point(ed)	RM: Room	UL: Underwriters Laboratory
ALUM: Aluminum	CONTR: Contract (or)	EL: Elevation	GRD: Grade, Grading	MFR: Manufacturer	UNI: Unfinished	RO: Rough Opening	UNL: Unless Noted Otherwise
ANC: Anchor, Anchorage	COORD: Coordinate	EQ: Equipment	GRD: Gypsum Wall Board	MNO: Masonry Opening	PART: Partition	SCH: Schedule	UNF: Unfinished
ANB: Anchor Bolt	CRPT: Carpet	EQX: Excavate	HW: Hardware	MA: Masonry	PMT: Partition	SCH: Schedule	UNL: Unless Noted Otherwise
ANOD: Anodized	CAS: Casement	EXH: Exhaust	HDR: Header	MAX: Maximum	PFR: Prefabricated	SGN: Screen	UNL: Unless Noted Otherwise
APK: Approximate	CLK: Caulking	EXT: Exterior	HKT: Heating	MED: Medium	PLA: Plaster	SGD: Sliding Glass Door	VB: Vapor Barrier
APT: Apartment	CM: Cast-In-Place (Concrete)	EXST: Existing	HWC: Heating, Ventilation-Air Conditioning	MED: Medium Density Fiberboard	PLM: Plastic Laminat	SHT: Sheath	VAR: Varnish
ARCH: Architect (architectural)	CB: Catch Basin	EXT: Exterior	HT: Height	MED: Medium Density Fiberboard	PLT: Plate	SH: Shelf, Shelving	VER: Veneer
ASPH: Asphalt	CE: Ceiling	FAC: Face of Concrete	HT: Height	PDF: Pounds Per Cubic Foot	PLYWD: Plywood	SKL: Skylight	VERT: Vertical
AUTO: Automatic	CT: Concrete Tile	FDF: Face of Finish	HT: Height	PDP: Pounds Per Linear Foot	PC: Precast Concrete	SKL: Skylight	VG: Vertical Grain
AVE: Avenue	CLR: Clear	FDM: Face of Masonry	HT: Height	PSP: Pounds Per Square Foot	PC: Precast Concrete	S: South	VIN: Vinyl Sheet
AVR: Average	COL: Column	FOW: Face of Wall	HT: Height	PSI: Pounds Per Square Inch	PF: Prefabricated	SLB: Slab	VL: Wall
AWN: Awning	CONC: Concrete	FWM: Face of Wall	HT: Height	FT: Feet	PP: Pressure Treated	SLD: Slider(ing)	WC: Water Closet
BSMT: Basement	CMU: Concrete Masonry Unit	FBD: Fiberboard	HT: Height	FT: Feet	PT: Pressure Treated	SLD: Slider(ing)	WH: Water Heater
BM: Beam	CONSTR: CONSTRUCTION	FCE: Fiber Cement Board	HT: Height	FT: Feet	PT: Pressure Treated	SLD: Slider(ing)	WP: Water Proofing
BVL: Beveled	CONT: Continuous	FLG: Fiberglass	HT: Height	FT: Feet	PT: Pressure Treated	SLD: Slider(ing)	WR: Weather Resistant
BTUM: Bituminous	CJT: Central Joint	FIB: Fiberglass	HT: Height	FT: Feet	PT: Pressure Treated	SLD: Slider(ing)	WRB: Weather Resistive Barrier
BKC: Block	CORR: Corrugated	FIN: Finish	HT: Height	FT: Feet	PT: Pressure Treated	SLD: Slider(ing)	WRW: Welded Wire Fabric
BLDG: Blocking	CUB: Cubic Foot	FIR: Fire Alarm	HT: Height	FT: Feet	PT: Pressure Treated	SLD: Slider(ing)	WRW: Welded Wire Mesh
BLW: Below	CURD: Curbed Yard	FLS: Fire Extinguisher	HT: Height	FT: Feet	PT: Pressure Treated	SLD: Slider(ing)	WRW: Welded Wire Mesh
BLVD: Boulevard	DIP: Dampproofing	FLS: Fire Extinguisher	HT: Height	FT: Feet	PT: Pressure Treated	SLD: Slider(ing)	WRW: Welded Wire Mesh
BTW: Between	DIA: Diameter	FLS: Fire Extinguisher	HT: Height	FT: Feet	PT: Pressure Treated	SLD: Slider(ing)	WRW: Welded Wire Mesh
BD: Board	DL: Detail	FLS: Fire Extinguisher	HT: Height	FT: Feet	PT: Pressure Treated	SLD: Slider(ing)	WRW: Welded Wire Mesh
BDT: Bottom	DM: Dimension	FLS: Fire Extinguisher	HT: Height	FT: Feet	PT: Pressure Treated	SLD: Slider(ing)	WRW: Welded Wire Mesh
BLDG: Building		FLS: Fire Extinguisher	HT: Height	FT: Feet	PT: Pressure Treated	SLD: Slider(ing)	WRW: Welded Wire Mesh
BUR: Built Up Roofing		FLS: Fire Extinguisher	HT: Height	FT: Feet	PT: Pressure Treated	SLD: Slider(ing)	WRW: Welded Wire Mesh

AREA OF WORK

SITE

FIRST FLOOR KEY PLAN
 SCALE: N.T.S.

2



NOT FOR CONSTRUCTION

Revisions		
No.	Date	Description
	09.21.2021	PC Submittal
	11.05.2021	Progress Review

VICINITY MAP
 SCALE: N.T.S.

1



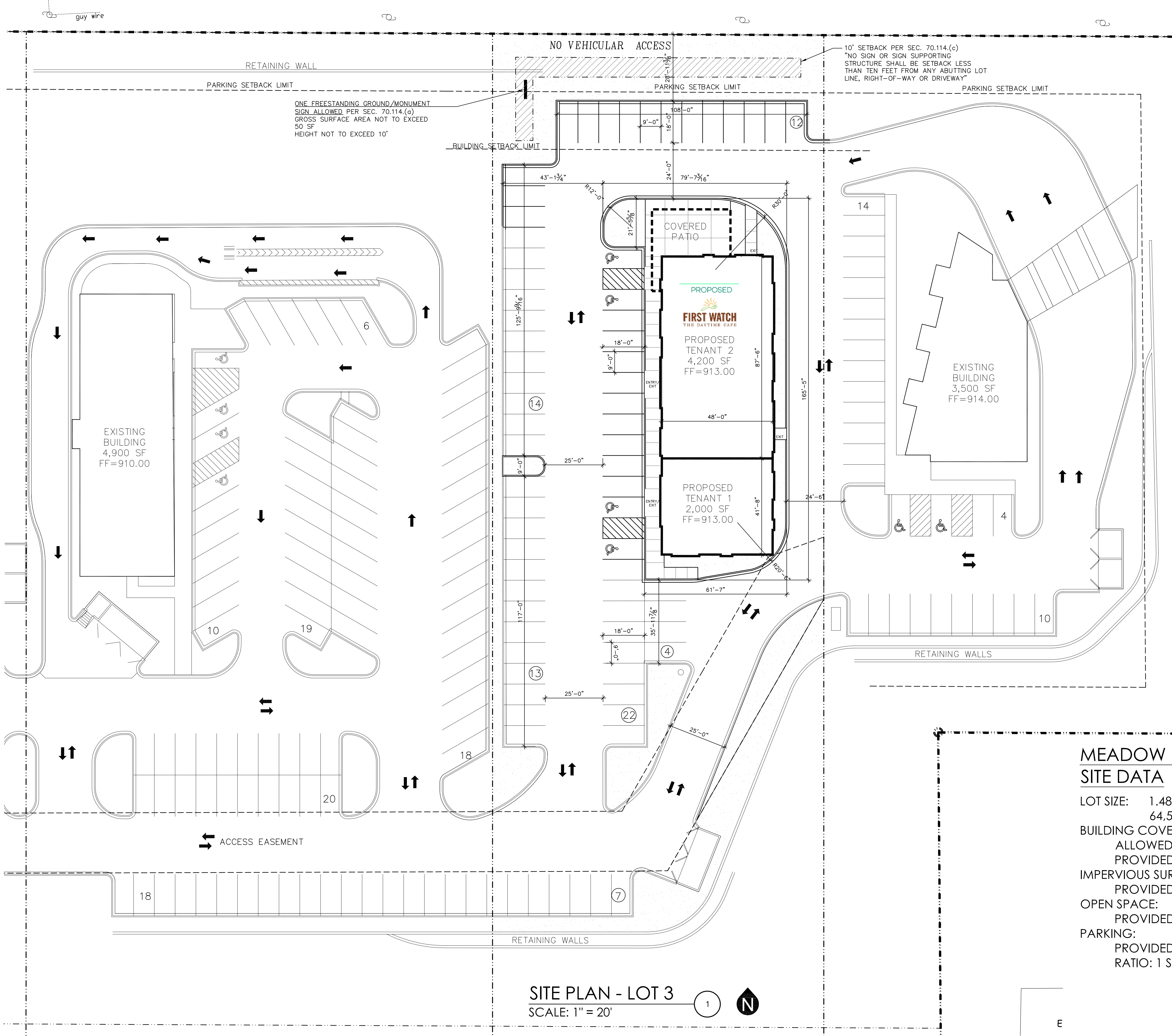
Sheet No. **T1.0**

THRIVE ARCHITECTS
 Architect
 259 South Street, Suite A
 WAUKESHA, WI 53186
 p: 833-380-6180
 e: jab@thrive-architects.com

DUFFEK CONSTRUCTION
 Contractor
 W229 N1870 Westwood Dr.
 WAUKESHA, WI 53186
 p: 262-323-6883
 e: mduffek@duffekconstruction.com

Project Info. — 20053
SOMERSTONE RETAIL
 NEW CONSTRUCTION
 CAPITOL DRIVE
 PEWAUKEE, WI

Sheet Title
SITE PLAN



**MEADOW RIDGE - LOT 3
 SITE DATA**

LOT SIZE: 1.482 ACRES
 64,576 SF
 BUILDING COVERAGE:
 ALLOWED: 19,373 SF (30%)
 PROVIDED: 7,200 SF (11.1%)
 IMPERVIOUS SURFACE:
 PROVIDED: 52,626 SF (81.4%)
 OPEN SPACE:
 PROVIDED: 11,950 SF (18.5%)
 PARKING:
 PROVIDED: 72 SPACES
 RATIO: 1 STALL PER 100 SF

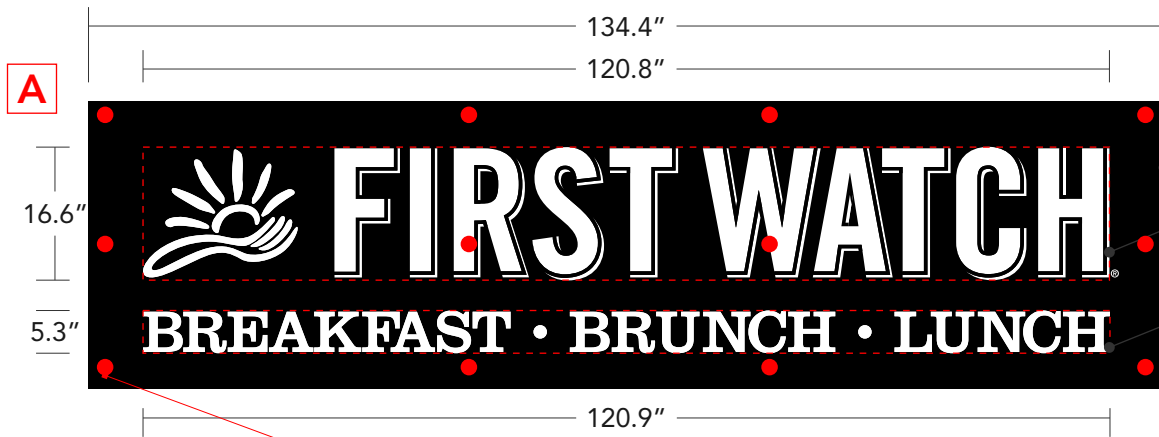
SITE PLAN - LOT 3
 SCALE: 1" = 20'

Revisions

No.	Date	Description
09.21.2021	09.21.2021	PC Submittal
11.05.2021	11.05.2021	Progress Review

NOT FOR CONSTRUCTION

Sheet No.
SP1.0

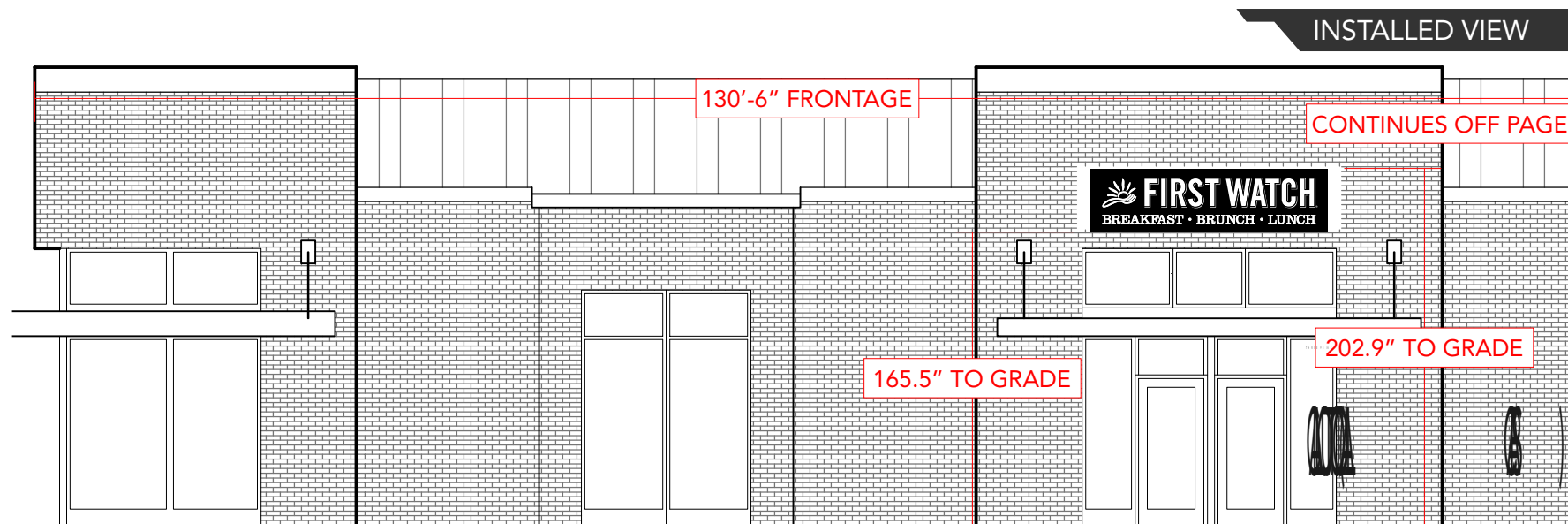
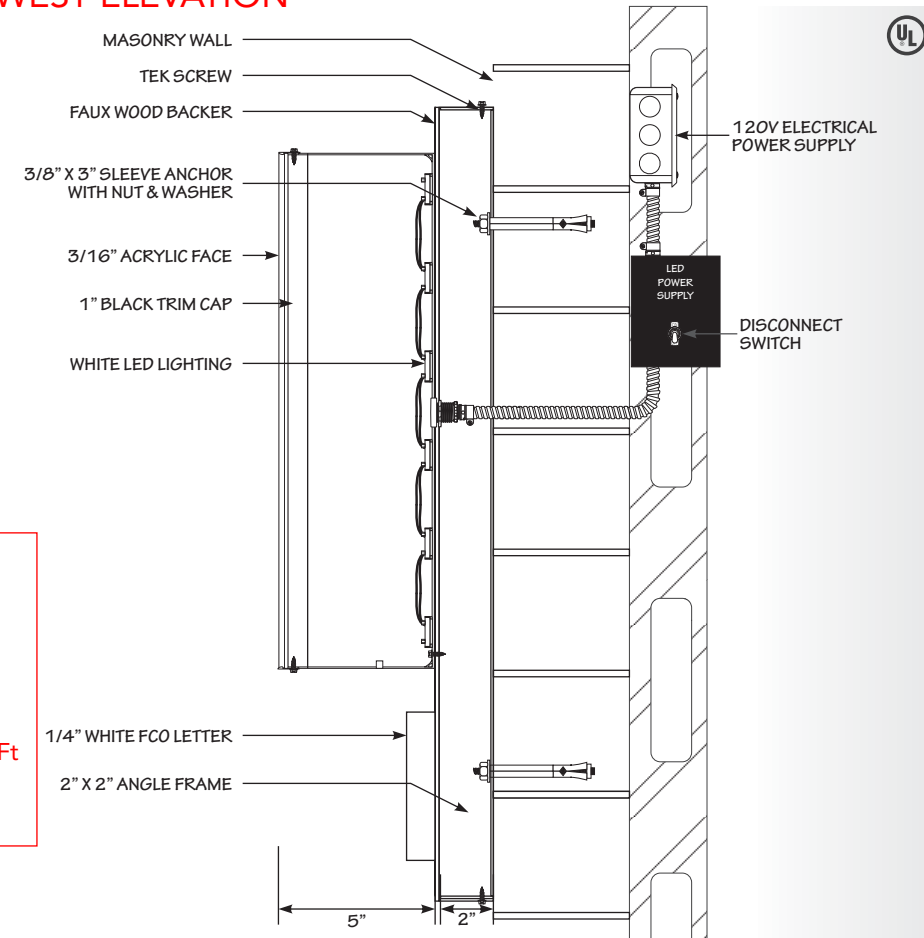


ATTACHMENT POINT

18.5 sqft

- A** ALUMINUM BACKER
- PAINTED BLACK
- INTERNALLY ILLUMINATED
- B** CHANNEL LETTERS
- ACRYLIC FACE
- BLACK VINYL APPLIED FIRST SURFACE
- C** ACRYLIC PUSH-THRU
- WHITE ACRYLIC

WEST ELEVATION



PROPOSED SQFT
 A: 18.5 SqFt
 B: 32.77 SqFt
 C: 13.75 SqFt

ALLOWABLE SQFT
 130.5' FRONTAGE X 3 391.5 SqFt

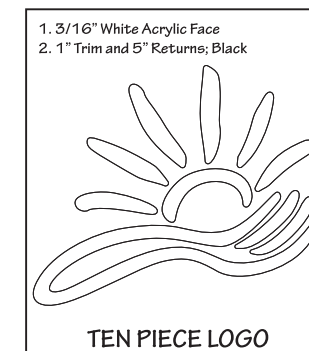
NO EXISTING SIGNAGE

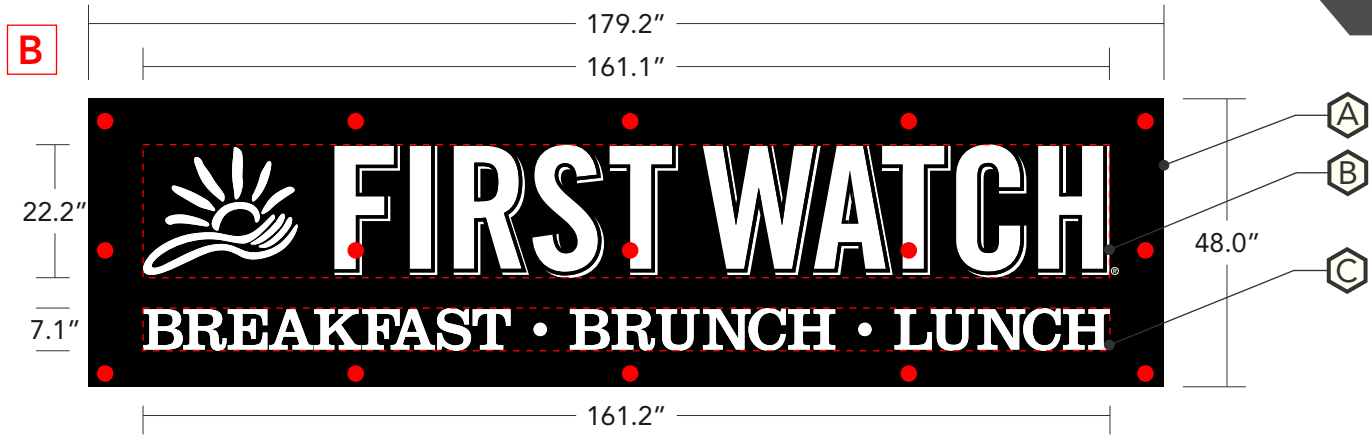
SCALE: 1/8" = 1'



SCALE: 1/8" = 1'

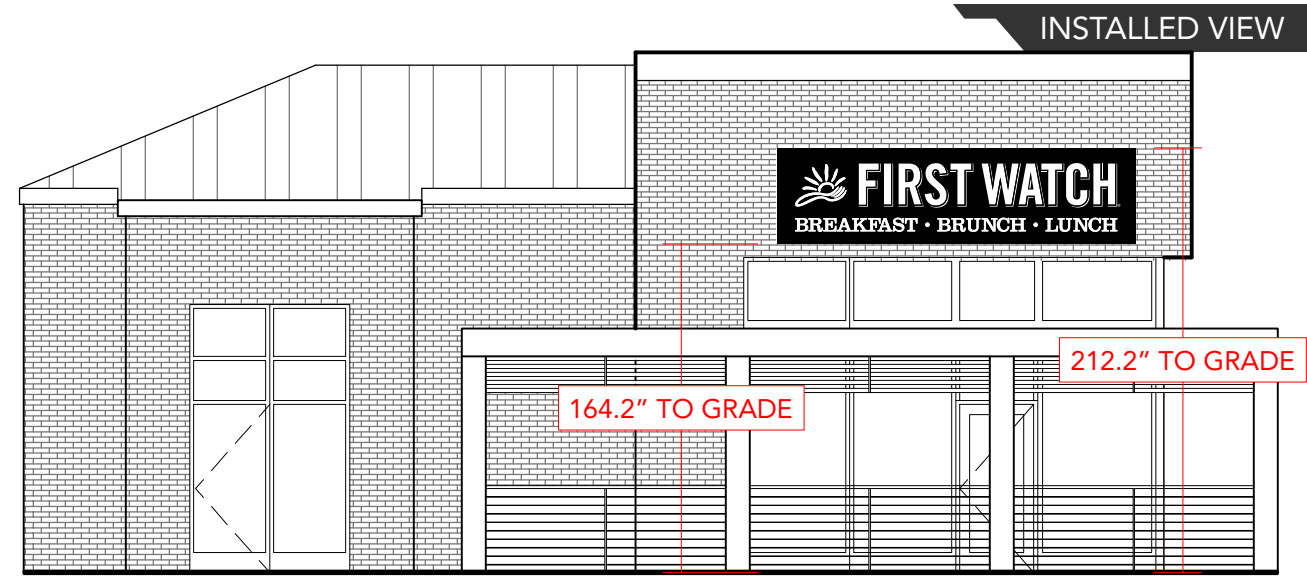
CHANNEL LETTER	PUSH-THRU LETTER
	BACKER
	BLACK





- A** ALUMINUM BACKER
- PAINTED BLACK
- INTERNALLY ILLUMINATED
- B** CHANNEL LETTERS
- ACRYLIC FACE
- BLACK VINYL APPLIED FIRST SURFACE
- C** ACRYLIC PUSH-THRUS
- WHITE ACRYLIC

32.77 sqft

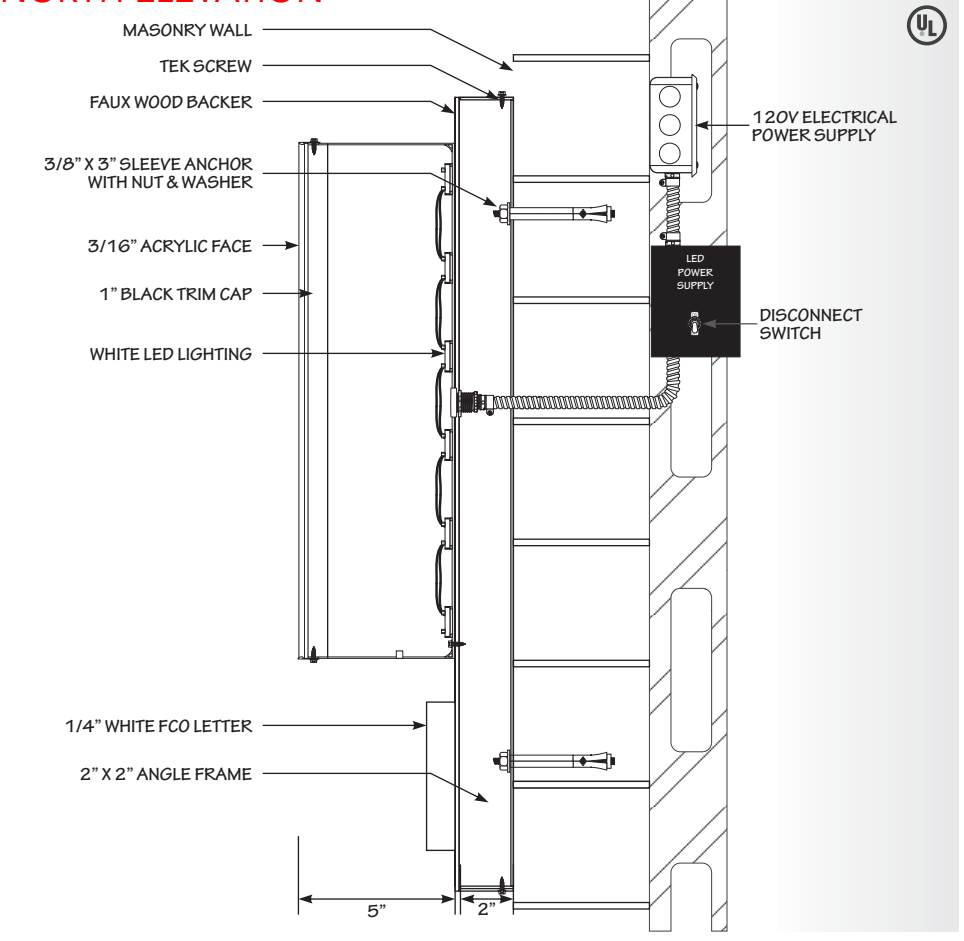


SCALE: 1/8" = 1'

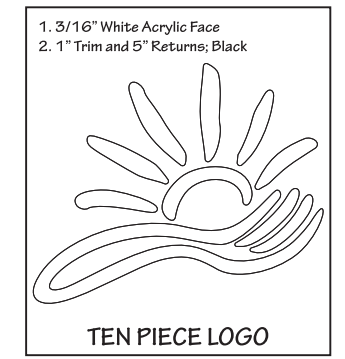


SCALE: 1/8" = 1'

NORTH ELEVATION



CHANNEL LETTER	PUSH-THRU LETTER
CHANNEL LETTER/LOGO BLACK OPAQUE VINYL	PUSH-THRU LETTER ACRYLIC
	BACKER
CHANNEL LETTER/LOGO 1" BLACK TRIMCAP	BLACK





WHITE ACRYLIC PANEL
REVERSE CUT BLACK VINYL
QTY: 2

facing east/west

Install tenant panel onto existing monument handled by others.

33.0"

62.4" TO GRADE

95.4" TO GRADE



RENDERING

SCALE: NTS

STAFF REPORT

To: Village of Pewaukee Plan Commission

By: Mary Censky

Date Prepared: February 10, 2022

General Information:

Agenda Item: 6.C.

Applicant:

N/A

Status of Applicant:

Village initiated item

Requested Action:

Review and general discussion regarding the Village's parking requirements for all business zoning districts as it relates to the apparent decline in brick-and-mortar retail shopping and the continuing practice of working remotely-away from brick-and-mortar office environments. Of particular interest is the potential for excessive parking allocations displacing underutilized otherwise useable/developable space in the Village's business areas.

Further information:

The Village's current Off-Street Parking Requirements section of the Code is available at [Off-Street Parking](https://library.municode.com/wi/pewaukee/codes/code_of_ordinances?nodeId=PTIIMUCO_CH40LADE_ARTVIISURE_DIV2OREPARE) (https://library.municode.com/wi/pewaukee/codes/code_of_ordinances?nodeId=PTIIMUCO_CH40LADE_ARTVIISURE_DIV2OREPARE) .

Discussion:

It may be appropriate, in light of the apparent decline in brick-and-mortar retail shopping and the continuing practice of working remotely-away from brick-and-mortar office environments, to consider updates to the Villages current Code standards as not to over-pave/over-park sites in the Village's business districts which could, in turn, lead to under-development of the available land area.