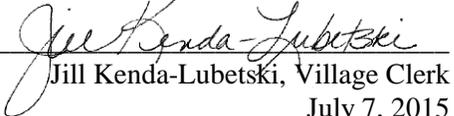


PLAN COMMISSION MEETING
Monday, October 12, 2015
Earl McGovern Board Room, 6:30 P.M.



PLEASE TAKE NOTICE that a meeting of the Brown Deer Plan Commission will be held in the Earl McGovern Board Room at the Village Hall of the Village of Brown Deer, 4800 West Green Brook Drive, Brown Deer, Wisconsin at the above noted time and date, at which the following items of business will be discussed and possibly acted upon:

- I. Roll Call
- II. Persons Desiring to be Heard
- III. Consideration of Minutes: July 13, 2015 – Regular Meeting
- IV. Report of Staff/Commission Members
- V. Unfinished Business
- VI. Business Items
 - A) Review and Recommendation of a Development Agreement with Aldi, Inc. for a grocery store at 6720 W. Brown Deer Road.
 - B) Review and Recommendation of a Development Agreement with Poco Loco Cantina at 4134 W. River Lane.
- VII. Adjournment


Jill Kenda-Lubetski, Village Clerk
July 7, 2015

PERSONS REQUIRING SPECIAL ACCOMMODATIONS FOR ATTENDANCE AT THE MEETING SHOULD CONTACT THE VILLAGE CLERK AT LEAST ONE BUSINESS DAY PRIOR TO THE MEETING.

**BROWN DEER PLAN COMMISSION
JULY 13, 2015 MEETING MINUTES
HELD AT THE BROWN DEER VILLAGE HALL
4800 WEST GREEN BROOK DRIVE**

The meeting was called to order by President Krueger at 6:30 P.M.

I. ROLL CALL

Present: President Carl Krueger; Trustee: Jeff Baker; Commissioners: Al Walters, Bill Hoffmann, Jeff Jaroczynski

Also Present: Nate Piotrowski, Community Development Director; Village Attorney Rebecca Boyle

Excused: Trustee: Tim Schilz; Commissioners: Ryan Schmitz, Dan Bednar, Susan Bellehumeur

II. PERSONS DESIRING TO BE HEARD

None

III. CONSIDERATION OF MINUTES: June 8, 2015 – Regular Meeting

It was moved by Commissioner Hoffmann and seconded by Commissioner Walters to approve the regular meeting minutes of June 8, 2015. The motion carried unanimously.

IV. REPORT OF STAFF/COMMISSION MEMBERS

Mr. Piotrowski reported that the recent Wisconsin state budget included an amendment that prohibits the Village from carrying out its residential code compliance program. He noted that this amendment went into effect immediately and that Staff and leaders of other communities were going to get together to discuss alternatives. The loss of the compliance program was viewed negatively with respect to preservation of the community's housing stock.

V. UNFINISHED BUSINESS

None.

VI. NEW BUSINESS

- A) **Public Hearing and Recommendation on a rezoning of property at 4114 W. Woodale Avenue, tax key number 086-8887-003 from PD- Planned Development to R3- Single Family Residential.**

Mr. Piotrowski reviewed the proposal and indicated the reasons why Jewish Family Services (JFS), the property owner, wished to rezone.

President Krueger opened the public hearing at 6:43 p.m. There were no comments

President Krueger closed the public hearing at 6:44 p.m.

Commissioner Hoffmann asked the assessed value of the property. Mr. Piotrowski replied that it was \$50,000.

Commissioner Jaroczynski asked how many homes the R3 zoning would permit. Mr. Piotrowski replied that it would permit 1 home with a duplex being allowed as a conditionally permitted use.

Trustee Baker noted that JFS previously anticipated using the lot for overflowing parking and inquired if this was still necessary. Mr. Piotrowski replied that overflow parking was now being accommodated by the extra surface lot across the street at Bradley Crossing.

President Krueger inquired as to how much the Village sold the lot to JFS. Mr. Piotrowski replied that he was unsure of the sale price and would investigate prior to the Village Board review of the rezoning.

It was moved by Commissioner Hoffmann and seconded by Commissioner Walters to recommend approval of the rezoning to the Village Board. The motion carried unanimously.

B) Review and Recommendation of a permanent conditional use permit with Central States Tower LLC for a cellular tower, antennas and equipment shelter at 5600 W. Bradley Road.

Mr. Piotrowski stated that the tower was now in place and there had been no complaints or issues with the use.

Commissioner Jaroczynski asked if more antennas could be added to the tower. Mr. Piotrowski replied that 3 more arrays could be added subject to appropriate administrative review and permitting.

It was moved by President Krueger and seconded by Commissioner Jaroczynski to recommend approval of the permanent conditional use to the Village Board. The motion carried unanimously.

C) Review and Recommendation of a revised Certified Survey Map for a land division at 6700 W. Brown Deer Road

Mr. Piotrowski reviewed the Certified Survey Map (CSM) and indicated that there was a dimensional error between the Village outlot and the PAK Technologies development. Mr. Piotrowski added that Staff had reviewed the new CSM and found that there would not be adverse impacts to future outlot stormwater designs.

Commissioner Jaroczynski asked if the owner of Lot 1 was opposed to the change. Mr. Piotrowski replied that they were not.

It was moved by Commissioner Hoffmann and seconded by Commissioner Jaroczynski to recommend approval of the Certified Survey Map to the Village Board. The motion carried unanimously.

VII. ADJOURNMENT

It was moved by Commissioner Jaroczynski and seconded by President Krueger to adjourn at 7:10 P.M. The motion carried unanimously.



Nate Piotrowski, Community Development Director



REQUEST FOR CONSIDERATION

COMMITTEE CONSIDERATION: Plan Commission
ITEM DESCRIPTION: Review and Recommendation of a Development Agreement with Aldi, Inc. for a grocery store at 6720 W. Brown Deer Road.
PREPARED BY: Nathaniel Piotrowski, Community Development Director
REPORT DATE: October 9, 2015
Applicable Land Use Regulation: Village Code Sec. 121-247, Planned Dev.
VILLAGE ATTORNEY REVIEW: <input checked="" type="checkbox"/> Village Attorney has reviewed documents. <input type="checkbox"/> Village Attorney has not reviewed documents. <input checked="" type="checkbox"/> Documents provided to Village attorney.
COMPREHENSIVE PLAN REVIEW: <input checked="" type="checkbox"/> Staff has reviewed request for consistency with the Comprehensive Plan.

ANALYSIS:

Aldi has agreed to purchase an approximate 2 acre outlot on the southwest corner of the former American TV property and use the space for a new 18,000 square foot grocery store. PAK Technologies was recently approved for the land to the north and the Village is retaining a 1 acre parcel to the west that will be used for regional stormwater management and green space.

Included in your packet is a site plan, elevations and landscaping plan. In addition, because the site is now zoned Planned Development there is a draft development agreement that would guide the use. Several highlights include small exceptions to code standards for signage and parking ratios as well as limitations on deliveries between the hours of 7:00am and 9:00pm.

The financial considerations have been reviewed and approved by the CDA and the Building Board has reviewed and approved the site architecture. Remaining review is required by the Village Board and Beautification Committee.

RECOMMENDATION:

Staff believes the new use is compatible with the neighborhood and helps to infill a large empty parking lot and site. The site plan is acceptable therefore we suggest that the development agreement be favorably recommended to the Village Board. Please feel free to contact Nate Piotrowski at (414) 371-3061, if you have any questions.

PLANNED DEVELOPMENT AGREEMENT WITH ALDI INC. (WISCONSIN) FOR A RETAIL GROCERY AT 6720 W. BROWN DEER ROAD

This **DEVELOPMENT AGREEMENT** entered into this ____ day of _____, 2015 (hereinafter referred to as the “Development Agreement” or in the alternative the “Agreement”), by and between **ALDI INC**, a Wisconsin limited liability company (hereinafter referred to as the “Developer”), and the **VILLAGE OF BROWN DEER**, a municipal corporation, Milwaukee County, Wisconsin (hereinafter referred to as “Brown Deer” or the “Village”).

WITNESSETH:

WHEREAS, the Developer is the owner of Lot 1 of Certified Survey Map 8709 (the “Property”); and

WHEREAS, the Developer intends to utilize the Property and all buildings and improvements on the Property for a retail grocery as depicted on Exhibit 1 (hereinafter collectively referred to as the “Development”); and

WHEREAS, an application has been made to the Village by Developer for approval of this Agreement authorizing and governing the operation of the Development; and

WHEREAS, said Development is located in the PD Planned Development District and the covenants contained herein are necessary to provide for the harmonious, orderly and consistent development of the neighborhood in which the Development is located; and

WHEREAS, this Development Agreement shall be the Plan of Operations and shall be deemed to be in compliance with Section 121 of the Brown Deer Village Code if favorably recommended by the Plan Commission and approved by the Village Board; and

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

1. Except as specifically permitted herein, no other buildings or additions to the existing building shall be constructed on the Development without prior written approval of the Board of the Village.
2. Developer is hereby authorized to construct the Development in strict conformity with plans submitted to and approved by the Village, said plans attached hereto, made a part hereof and marked as follows:

- Exhibit 1: Site Plan
- Exhibit 2: Building Elevations (Approved by the Brown Deer Building Board)
- Exhibit 3: Landscaping Plan (Approved by the Brown Deer Beautification Committee)
- Exhibit 4: Consent of Mortgagee

The Developer agrees that all plans shall require final approval of construction details by Village Staff, Village Board or appropriate Village reviewing authority, before such plans can be implemented. Implicit in this covenant is the right of the Village to require plan revisions, not inconsistent with applicable ordinances, or requests of required boards and committees consistent with applicable ordinances and the authority of such boards and committees. Such approval is not to be unreasonably withheld, conditioned or delayed.

3. The Developer agrees that all plans for public and private improvements to serve the Development shall be approved by the Village and/or Building Inspector as applicable before such plans can be implemented.
4. The Developer shall be responsible for up to a maximum of Five Thousand Dollars (\$5,000.00) of expenses that the Village may incur by virtue of any special or extraordinary conditions that arise prior to or during construction of the Development that require inspections, plan review, legal, surveying, publication and engineering costs and studies in addition to customary costs of the Village to process and issue building permits and conduct final inspections of the constructed Development.
5. The Developer shall promptly pay the costs of work undertaken by Developer and does hereby indemnify the Village from any loss and hold it harmless from any liability for any debts or claims alleged to be due from the Developer to any person, including any agent, contractor, employee or subcontractor employed by, or under, Developer.
6. Developer shall provide a private rubbish removal system requiring no service by or cost to the Village. All rubbish, scrap, waste material, storage and collection shall be within interior or screened rodent-proof and covered facilities to be provided and maintained in accordance with the direction of the North Shore Health Department. The screened enclosures shall be constructed of non-combustible materials that are designed to match the elevations of the primary buildings that they serve. The Village reserves the right to require additional enclosure space if there is an insufficient supply of storage space for the rubbish removal system.
7. Developer shall also establish a recycling program in accordance with Wisconsin State Statute Chapter 287 and the Village's recycling ordinance. A collection system with adequate storage containers for recyclables must be provided for all recyclable material and this material must be collected and transported to a processing facility that separates and recycles appropriate items. All recyclable material, storage and collection shall be within interior or screened rodent-proof and covered facilities to be provided and maintained in accordance with the direction of the North Shore Health Department. The screened enclosures shall be constructed of non-combustible materials that are designed to match the elevations of the primary buildings that they serve. The Village reserves the right to require additional enclosure space if there is an insufficient supply of storage space for the recycling program.
8. Developer shall abide by applicable provisions of all of the Brown Deer ordinances, including the Building Code, Zoning Code, Fire Prevention Code, construction site erosion control and storm water management ordinances.
9. Building permits for proposed new improvements associated with the Development shall be issued upon execution of this Agreement. No building permit shall be issued until the building's construction plans have been approved by the Wisconsin Department of Safety and Professional Services and the Village Building Board in accordance with all applicable rules, regulations and ordinances. Furthermore, no building permit shall be issued until a written statement is received from the supervising registered architect or engineer assuring the following statements:
 - a) The complete construction/renovation of said buildings shall be under the immediate supervision and control of said architect or engineer.
 - b) The registered architect or engineer shall supply to the Village Building Inspector, upon request, a certified report of any construction inspection deemed necessary by the Building Inspector. Such certified report shall state in detail that all construction work has been executed in accordance with all applicable sections of the Wisconsin Administrative Code, approved plans, specifications and terms of the applicable permit.

- c) No change in plans or specifications, which involve any provisions of the Wisconsin Administrative Code, Chapters SPS 361 through SPS 364, or Chapter SPS 366, shall be made unless such change is signed, sealed and dated by the architect, engineer, or designer who made the change and approved by the Wisconsin Department of Safety and Professional Services and/or the Village Building Inspector.
- d) Prior to the issuance of a Certificate of Occupancy the registered architect or engineer shall submit to the Village Building Inspector a completion statement in the form required by the State of Wisconsin.

10. No building authorized by this Agreement shall be occupied until a Certificate of Occupancy or temporary Certificate of Occupancy Permit has been issued by the Village Building Inspector. A Certificate of Occupancy shall be issued after all improvements, construction and landscaping for said building are completed as required by this Agreement and also as may be required by State law and Village ordinance.

11. The Developer shall landscape in accordance with the Landscaping Plan as approved by the Village Beautification Committee (Exhibit 3). All landscaping on the Development and ingress and egress drives shall be maintained by the Developer in a state of good maintenance and repair as reasonably determined by the Village Manager and in the event of default thereof, the Village may provide written notice to the Developer. If the Developer fails to correct the default within no less than 30 days after such notice is delivered to the Developer, subject to Force Majeure, the Village may do so and assess the cost against the Property, consistent with Wisconsin Statutes section 66.0627. Grass of a variety typical of sod and not to include that of a native prairie style or decorative grasses designed for greater lengths shall be kept cut to a height of not more than four (4) inches. Landscaping for this purpose shall mean bushes, shrubbery, trees, grass and other items or appurtenances necessary to maintain a pleasing and attractive appearance. Dead trees, bushes and shrubbery, shall be removed and immediately replaced at the direction of the Village Manager or his designee and in accordance with the Landscaping Plan (Exhibit 3).

- a) Vegetation shall be kept trimmed back from around lighting fixtures, fire hydrants and any other utilities that extend from the ground or buildings.
- b) A professionally prepared Landscaping Plan (Exhibit 3) shall be submitted for review and approval by the Village of Brown Deer Beautification Committee. This document does not grant approval of the landscape plan.

12. Signs on the premises shall, at all times, conform to Village sign regulations as found in Chapter 121 of the Brown Deer Village Code.

- a) All signs and subsequent changes shall be submitted for review and approval by the Village of Brown Deer Building Board. This document does not grant approval of signage.
- b) Window signage shall be prohibited.
- c) The Developer requests an exception to Sec. 121-326 (b) (1) of the Brown Deer Village Code. This section states that a maximum of 3 walls signs are allowed per commercial building. Pursuant to Sec. 121-251(6)(d), 5 wall signs are allowed as part of this Development.
- d) The Developer requests an exception to Sec. 121-325(b)(2) of the Brown Deer Village Code. This section states that two ground signs are allowed on this site at a maximum of 14 feet in height and 70 square feet. Pursuant to Sec. 121-251(6)(d), one ground sign maximum at 16 feet high and 76 square feet is allowed as part of this Development.

13. Storm water management measures for the Property shall be in accord with the Village Storm Water Management Ordinance. The Village intends to construct a storm water maintenance pond on Lot 3 of Certified Survey Map 8709 (the "Storm Water Pond"). The Village, the Developer and the owner of Lot 1 of Certified Survey Map 8709 ("Lot 1") shall work cooperatively to coordinate all storm water management measures among the parcels of Certified Survey Map 8709. The Village shall require, as a condition of sale of Lot 1, that the owner of Lot 1 cooperate in such efforts. To the extent the Property requires use of the Storm Water Pond, the Village shall grant Developer an easement for use of the Storm Water Pond and the Developer shall agree to contribute to the on-going cost of maintenance of the Storm Water Pond on an equitable basis with other users thereof. As applicable, the Village, the Developer and the owner of Lot 2 shall enter into a Storm Water Easement and Pond Maintenance Agreement mutually acceptable to all parties prior to or simultaneously with the issuance of an occupancy certificate for the Property.

14. The Developer shall comply with Village Zoning Code performance standards relating to noise, vibration, odor, smoke, dust, etc.

15. The Development shall be appropriately illuminated in order to protect public safety.

- a) An exterior lighting plan shall be reviewed and approved by the Brown Deer Police Department prior to installation of lighting fixtures.
- b) Illumination of off-street parking and loading areas shall be arranged to shield the adjacent properties and streets from direct rays of light and glare. No Development lighting shall trespass more than 0.1 footcandles of horizontal illumination across adjoining or nearby residentially zoned property lines and no more than 0.5 footcandles of horizontal illumination across adjoining or nearby commercially zoned property lines as measured twelve (12) inches above grade.
- c) All lighting, except security lighting, shall be extinguished no later than sixty (60) minutes after the close of business of the Development being served, except as may otherwise be authorized by the Board of the Village.
- d) All lighting fixtures shall be maintained in working order.

16. The exterior storage, display or sale of inventory, supplies or merchandise is prohibited unless otherwise permitted in accord with a Conditional Use Permit for "Bulk Retail Storage".

17. The use of an outdoor loudspeaker/paging system on the Development shall be prohibited.

18. Developer anticipates the regular hours of operation of the Development to be 9:00 a.m. to 8:00 p.m. daily ("Regular Hours of Operation"). Business activity is precluded between the hours of 11:00 p.m. and 6:00 a.m.

19. No person, firm or corporation shall engage in delivery, loading or unloading in conjunction with the operation of the Development unless such operations are conducted in accord with the conditions of this Agreement.

- a) Deliveries of products and inventory to the Development may only occur between the hours of 7:00 a.m. to 9:00 p.m. daily.
- b) Delivery trucks shall be turned off/shut down while waiting to or completing a delivery at the Development. Exception shall be given to delivery trucks having refrigeration units that require the vehicle remain running. Said refrigerated trucks may remain running for no longer than one (1) hour.

20. The Developer shall provide parking spaces to serve the building in accordance with the requirements of Chapter 121 of the Village Code.

- a) The parking lots shall not be used by rental agencies for parking of rental trailers, trucks, automobiles, or other vehicles, unless said vehicles are accessory to the approved use of the Development.
- b) The parking of motor vehicles, with attached advertising graphics and/or logos, intended to act as additional signage for the Development is prohibited, unless said vehicles are accessory to the approved use of the Development.
- c) Exterior parking storage of recreation vehicles, structures, un-mounted campers or un-mounted boats or snowmobiles is prohibited.
- d) The Developer shall prohibit the use of parking on the premises that is not accessory to the existing building use therein. Junk and/or abandoned vehicles shall be removed by the Developer within five (5) days upon receipt of written notification from the Village.
- e) Overnight parking of trucks and semi-trailers is prohibited.
- f) Snow storage within the parking area shall not interfere with the orderly flow of traffic and shall not obstruct any vision triangles.
- g) The Developer shall provide and maintain at least one bike parking location adjacent to the building.
- h) The Agreement specifically allows the Developer to provide 5 more parking spaces than allowed under Village Code Section 121-299 (a) and (c).

21. All applicable permits/licenses/approvals shall be obtained prior to commencing construction and/or operation of the Development.

22. If there are any code, law, ordinance or regulation violations, deficiencies, or any hazardous conditions with respect to any use of the Development or any building or site improvements on the Development, the Developer shall correct any hazardous conditions immediately and shall correct any other deficiencies or violations within thirty (30) days of written notification, or if such deficiencies or violations cannot be cured within thirty (30) days, then a reasonable period of time provided the Developer promptly commences and diligently pursues such cure. This provision does not limit the Village from taking any other action not otherwise inconsistent with this Agreement to enforce any provisions of the Village ordinances or this Agreement.

23. The Developer agrees to safeguard the building from fire as follows:

- a) Fire lanes shall be maintained, posted and lighted as directed by the Police Department of the Village and no parking shall be allowed in such fire lanes.
- b) Approved automatic sprinkler equipment shall be installed in the building in conformity with NFPA Standard No. 13, and shall be maintained as specified in NFPA Standard No. 25. Plans for this sprinkler system shall be submitted to and approved by the North Shore Fire Department.

c) The entire fire protection and prevention system in the building shall be connected to a central alert system so as to effectively alert occupants within the building. This alert system shall be connected to the North Shore Fire Department system. No phase of this building will be allowed to be occupied until the complete fire prevention and protection system of the building has been installed by the Developer and tested and approved by the North Shore Fire Department.

d) Service drives and water mains together with fire hydrants on the Property must be installed before any combustible portion of the building at the Property is built. All service and access drives to the Property and accessibility to all fire hydrants at the Property must be maintained in a condition suitable for travel of fire apparatus. Sufficient fire hydrants must be installed upon the Property in accordance with the Village Fire Prevention Code.

e) The Developer and all subsequent owners or occupants of the Property shall insure that all private alarm systems maintain an on-call maintenance service available during the hours that such system is in operation. The Developer shall furnish the Village Police Department with a written list containing names, addresses and telephone numbers of the individuals who can be contacted should an alarm occur on the Property. This information shall be submitted to the Village Police Department ten (10) days prior to the installation of any new alarm system. Additionally, notification of any change in the person or persons to be contacted shall be made ten (10) days prior to the actual change in the person(s) to be contacted.

f) The Developer shall maintain a Fire Department Knox Box, to house a Master Key to all doors and sprinkler and alarm systems and shall contact the North Shore Fire Department for application and details in installation.

24. All occupants shall furnish the Police Department with a written list containing names, addresses and telephone numbers of the individuals who can be contacted should an alarm occur at the building. This information shall be submitted to the Police Department five (5) days prior to the installation of any new alarm system. Additionally, notification of any change in the person or persons to be contacted shall be made five (5) days prior to the actual change in the person(s) to be contacted.

25. The Developer agrees to safeguard the building on the Property with respect to crime prevention as follows:

a) Prior to occupancy of the building, a plan of the proposed building shall be provided to the Village Police Department showing the use, type, size and location of security crime prevention equipment to include, but not be limited to the following: Locking devices and related components (mechanical and electrical), doors, door systems (internal and external), vent covering methods (for openings 10 inches by 10 inches or greater), glazing materials, electronic detection devices (power source location and protection), luminaries (internal and external), point protection devices, area protection devices and any other crime prevention/detection equipment that is or may be utilized on the Property.

b) Prior to occupancy of the building, the Developer shall provide the Village Police Department with a statement describing proposed procedures to be utilized with respect to proposed security system/hardware indicated above.

c) Prior to occupancy of the building, the Developer will meet with a representative of the Village Police Department to conduct a crime prevention evaluation and to make recommendations to the Developer on how to reduce criminal opportunity on the Property. Additionally, the Village Police Department, will advise the Developer how to increase building protection by use of security equipment, electronic surveillance and any other crime prevention techniques which may improve

both occupancy and site protection. The Developer shall meet with the Police Department annually to review crime prevention measures. The meetings shall be held more frequently if deemed necessary by the Police Department.

26. The Developer shall:

- a) To the extent necessary for the proposed improvements to the Development, provide the Village with a complete set of utility construction as-built drawings in AutoCAD format (*.DWG). Plan and profile sheets shall indicate as-built data without removing original data from the drawings. These as-built drawings shall be labeled as "as-built" within the title block of each sheet.
- b) To the extent necessary for the proposed improvements to the Development, provide the Village with a master grading plan in AutoCAD format (*.DWG). The master grading plan shall indicate the elevations of all lot corners, grade breaks, drainage swales and storm water detention areas without removing original data from the drawings. The proposed finished grade shall be shown for each proposed structure.

27. The Village acknowledges and agrees that the Development shall have two access points from Park Plaza Court to the Development for vehicular ingress and egress. At least one of these access points shall facilitate the loading and unloading of semi-trailers with turning movements that impact the public right of way. To protect the travelling public and condition of the roadway, the Developer agrees during the term of this Agreement to:

- a) Reimburse the Village, up to an aggregate maximum of Six Thousand Dollars (\$6,000.00) (the "Aggregate Maximum"), for costs of maintenance and repairs to Park Plaza Court resulting from additional truck traffic and loading that will occur in connection with the Development. The Developer will be specially assessed in the year such repairs and maintenance are completed, or for an agreed upon term thereafter, an amount equal to 20% of the costs (subject to the Aggregate Maximum) of such maintenance or repairs to the portion of the southbound travel lanes, curb and gutter of Park Plaza Court that runs adjacent to eastern boundary of the Property, a total distance of 273 feet. The Village Manager or his designee shall inspect the roadway, curb and gutter every five years, if not more frequently, to determine if maintenance or repairs are required.
- b) Cross stripe and maintain roadway markings limiting travel along southbound Park Plaza Court as depicted on Exhibit 1.

28. The Developer shall further grant or dedicate to the Village, without cost to the Village, such right of way or easements as reasonably determined necessary by the Village for any additional future public improvements, provided the same are located in areas which are acceptable to Developer, have not been improved with buildings and have not been reserved as building, loading or parking areas as shown on Exhibit 2 and further provided that said improvements, when installed, shall not unreasonably interfere with the use of the Development depicted in the exhibits attached hereto, or lower the value thereof. Without limiting the generality of the foregoing, in no event shall any such rights of way or easements adversely affect any parking areas or signs to be located on the Development. Whenever possible, such additional right of way or easements shall be located adjacent to the exterior lines of lots and parcels or adjacent to existing easements or rights of way. Developer shall execute and deliver any deeds or instruments reasonably deemed necessary by the Village to implement this Agreement. Developer hereby grants the right, power and authority to construct, install and maintain all easements, if any, depicted on the exhibits attached hereto for the purposes designated to the Village. The use of the easement areas inures to the public, and in the case of utility easements, to the public utilities.

29. Developer acknowledges it shall be in control of the Property during construction and will endeavor to work with the Village on construction, municipal involvement in site development, and utility work.

IN WITNESS WHEREOF, the parties hereunto set their respective hands and seals on the date first written above.

“DEVELOPER”

ALDI INC,

Dated: _____ By: _____

STATE OF WISCONSIN)
) SS
MILWAUKEE COUNTY)

Personally came before me this _____ day of _____, 20__ A.D., the above-named _____, the _____, of Aldi INC to me known to be the person who executed the foregoing instrument and acknowledged the same, as the act and deed of said corporation, by its authority.

* _____,

Notary Public, _____ County, _____ (state)

My commission expires: _____

* Print Name of Notary Public

EXHIBIT 1

SITE PLAN

SEE ATTACHED

EXHIBIT 2

BUILDING ELEVATIONS

SEE ATTACHED

EXHIBIT 3

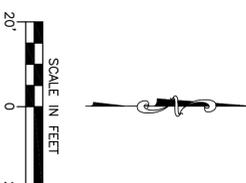
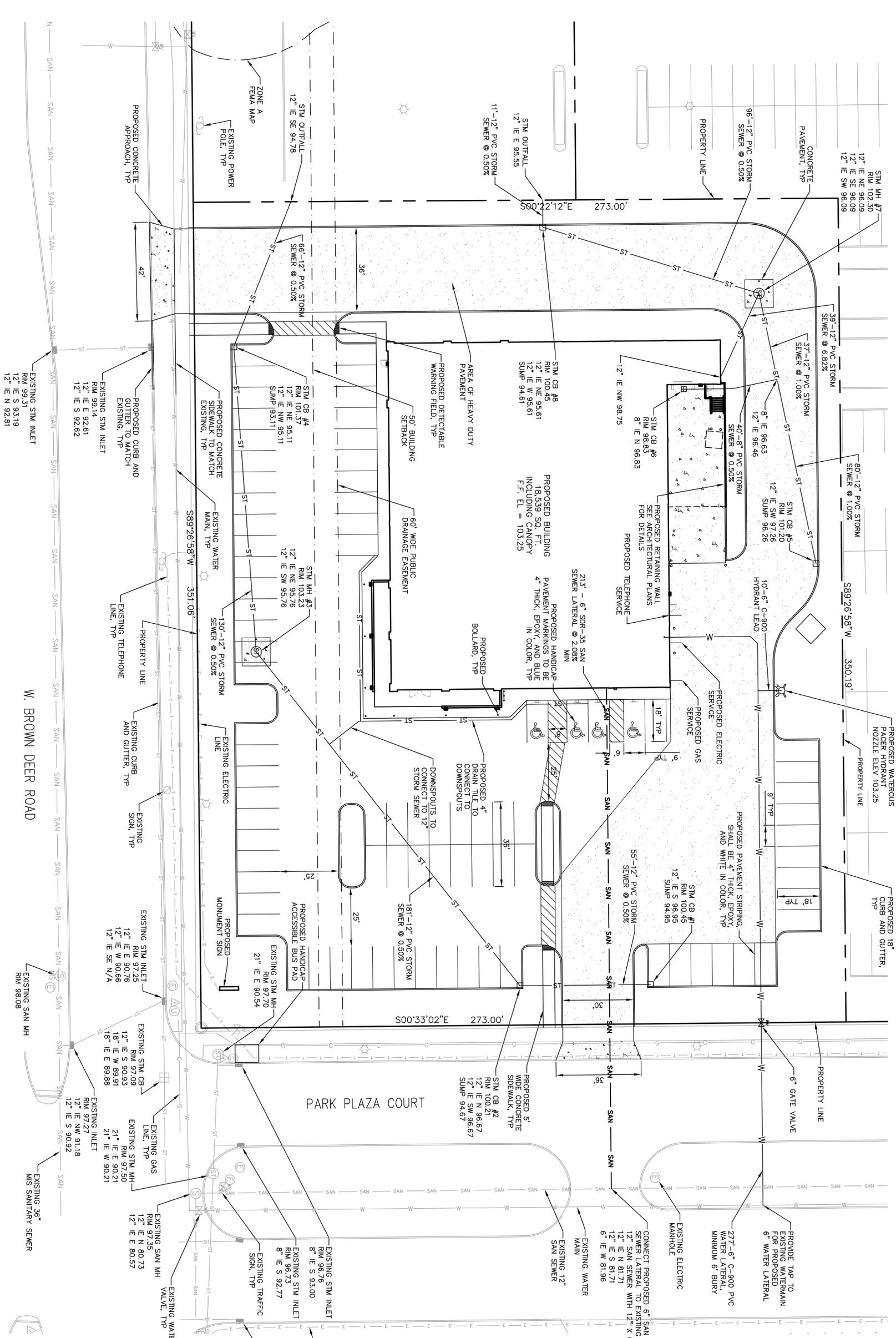
LANDSCAPING PLAN

EXHIBIT 5

BOND SCHEDULE – GTI PERIOD

NOTES:

- 1.) ALL EROSION CONTROL DEVICES SHALL BE IN PLACE PRIOR TO ANY LAND DISTURBANCE ACTIVITIES. DEVICES SHALL BE INSTALLED AND MAINTAINED PER WISCONSIN DEPARTMENT OF NATURAL RESOURCES BEST MANAGEMENT PRACTICES (BMP3). TECHNICAL STANDARDS.
- 2.) ALL WORK WITHIN PUBLIC RIGHT OF WAY SHALL BE COORDINATED WITH THE VILLAGE OF BROWN DEER. ALL RESTORATION WORK WITHIN RIGHT OF WAY SHALL ADHERE TO VILLAGE SPECIFICATIONS.
- 3.) CONTRACTOR SHALL COORDINATE ALL UTILITY WORK WITH APPROPRIATE PUBLIC UTILITY COMPANIES.
- 4.) CLEANOUTS FOR SANITARY SEWER LATERAL SHOULD BE PLACED AT A MAXIMUM SEPARATION OF EVERY 90 FEET.
- 5.) 45° BENDS SHALL BE USED IN PLACE OF 90° BENDS ON WATER MAIN INSTALLATION, WHEREVER POSSIBLE.
- 6.) CONTRACTOR SHALL VERIFY ALL ELEVATIONS IN FIELD PRIOR TO CONSTRUCTION.
- 7.) ALL STORM SEWER OUTLET PIPES SHALL INCLUDE OIL SEPARATION HOODS.



REVISION NO.	DESCRIPTION	DATE	BY
1	REVISIONS BASED ON VILLAGE COMMENTS	10/06/15 MTS	

DESIGNED BY	DATE	APPROVED BY	DATE
RCM	09-14-15	SAO	09-14-15

DESIGNED BY	DATE	APPROVED BY	DATE
RCM	09-14-15	SAO	09-14-15

PAVING AND UTILITY PLAN
6720 WEST BROWN DEER ROAD
ALDI INC
BROWN DEER, WISCONSIN

W. BROWN DEER ROAD

PARK PLAZA COURT

KEY PROJECT NUMBER: 2504005
 PROJECT SCALE: 1" = 20'
 SHEET NUMBER: C-4

Project:
ALDI FOOD STORE
Brown Deer Road
Brown Deer, WI

Issuance and Revisions:	
Date	Description
09/11/15	Client Review Submitted
09/14/15	Plan Commission Submitted
10/06/15	Revisions per City Staff Comments

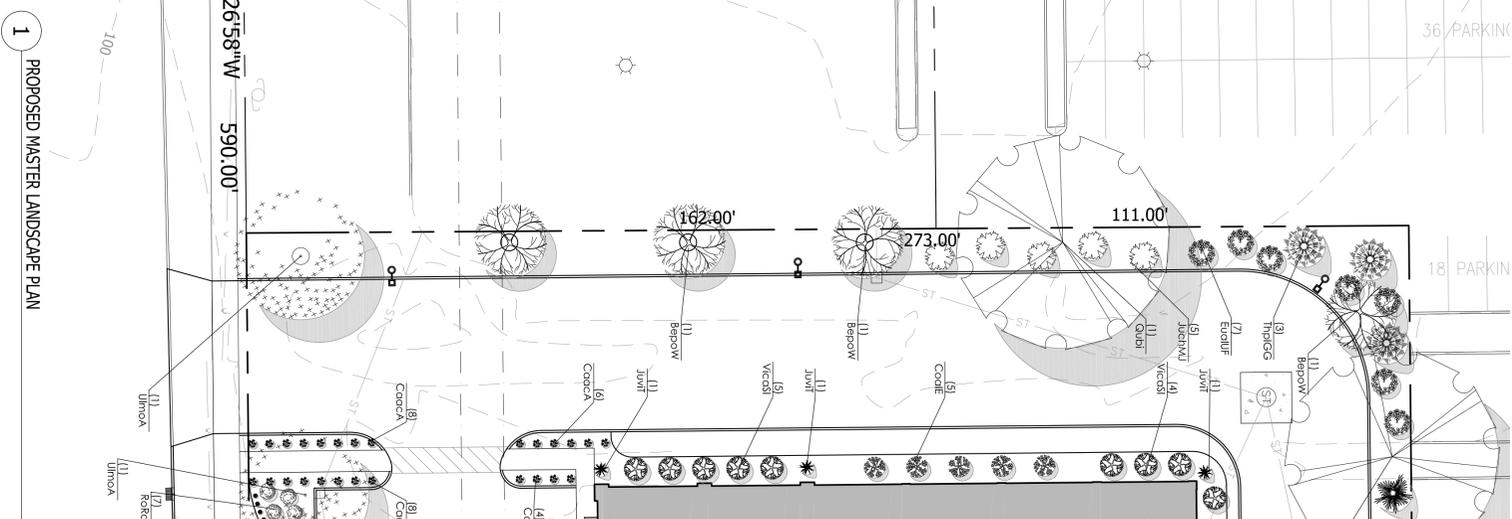
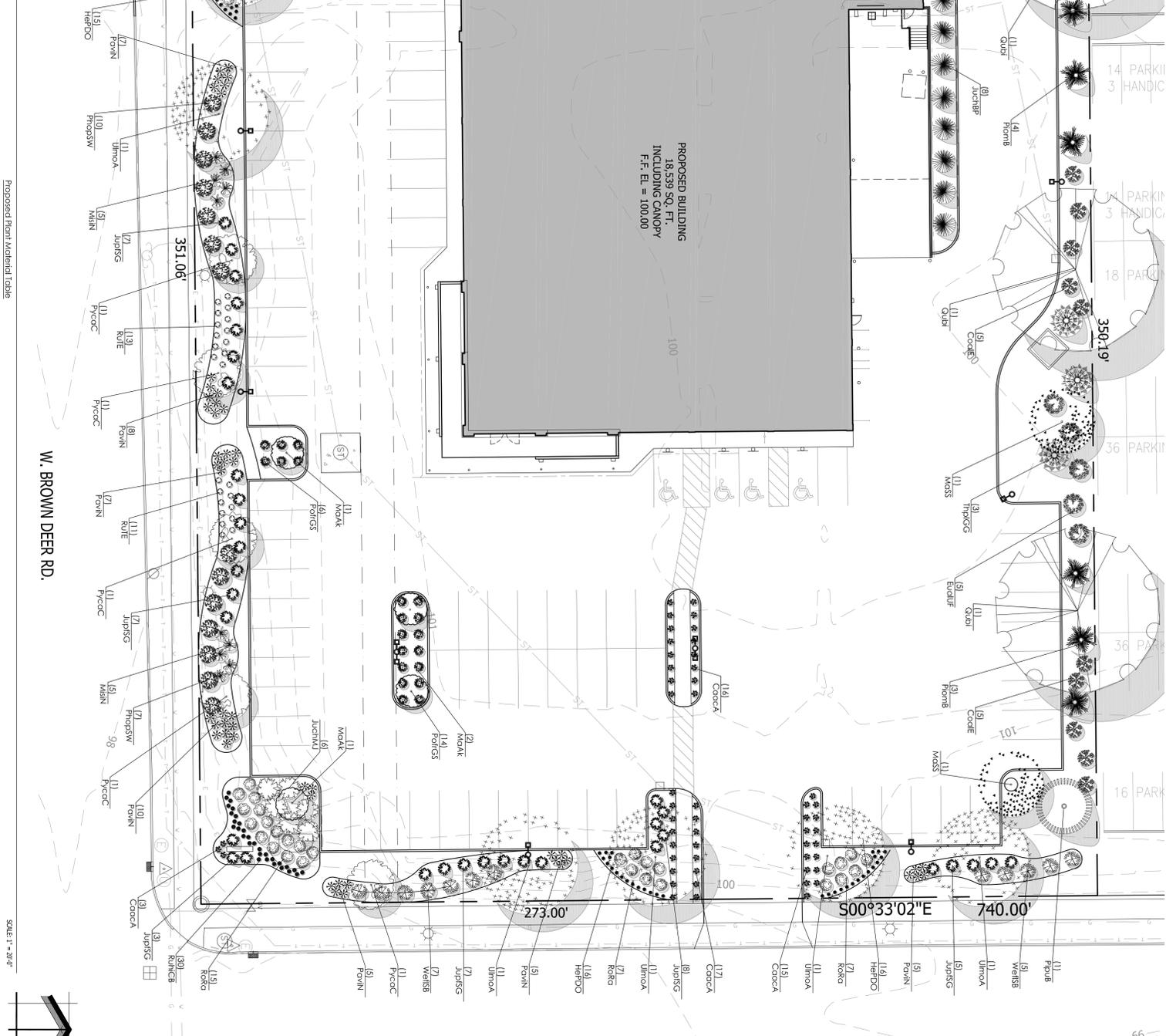
Copyright Insite Landscape Design Inc. 2014
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Sheet Title:
PROPOSED MASTER LANDSCAPE PLAN, GENERAL NOTES, AND PLANT MATERIAL TABLE

Date of Drawing: 10/06/15
Scale: 1" = 20'-0"
Drawn by: MCD
Job Number: LLS-049
Sheet Number:

LANDSCAPE PLAN GENERAL NOTES

- * PLANT MATERIAL SHOWN ON LANDSCAPE PLAN IS DEREGISTERED 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 THE MECHANICAL, SITE PERMITS, ETC. REQUIREMENTS FOR THE PROJECT. RECORD SET OF INFORMATION ON 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 PLANNINGS SHALL COMPLY WITH STANDARDS AS DESCRIBED IN AMERICAN STANDARD OF NURSERY STOCK ANSI Z603.1986.
- DEVIATIONS FROM THESE PLANS SHALL BE NOTED ON THE RECORD DRAWING BY THE CONTRACTOR AND ONLY WITH PRIOR APPROVAL OF THE LANDSCAPE ARCHITECT AND OWNER'S REPRESENTATIVE. VERBAL AGREEMENTS OR VERBALS WITHOUT A CHANGE ORDER WILL NOT BE RECOGNIZED BY LANDSCAPE ARCHITECT.
- ALL PLANTS MUST BE AND ARE SELECTED FOR THE SPECIES SPECIFIED ON THE PLANS. THE SIZE OF PLANT MATERIAL LISTED HEREIN IS A MINIMUM ACCEPTABLE SIZE. ADDITIONALLY, IF EXCESSIVE PLANNING REDUCES THE CROWN THE PLANT SHALL BE REPLACED.
- PROTECT PUBLIC FROM CONSTRUCTION WITH BARBERS AND BARBERCAGES.
- ALL AREAS THAT WERE DISTURBED DURING CONSTRUCTION AND AREAS NOT COVERED WITH PAVEMENT, BUILDING, PLANNING BEES, OR TREE PITS ARE TO BE TORSOLED 4" DEEP (MIN) AND SHALL BE SODDED/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 TREE GRASS AREAS WHICH MAY BECOME DAMAGED DURING THE CONSTRUCTION PROCESS OR TO REPAIR DAMAGE CAUSED BY OTHERS.
- NECESSARY FOR PROPER PLANNING AND INSTALLATION OF ALL LANDSCAPE MATERIAL, LABOR, AND PLANTS QUANTITIES ON PLANT MATERIALS LIST ARE FOR CONFORMANCE OF BIDDING ONLY. CONTRACTOR IS RESPONSIBLE FOR ALL PLANTS SHOWN ON LANDSCAPE PLANS & 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 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 ATTENTION OF THE ARCHITECT AND LANDSCAPE ARCHITECT IMMEDIATELY. ALL DISCREPANCIES MUST BE CORRECTED IMMEDIATELY. ALL DISCREPANCIES MUST BE BROUGHT TO THE ATTENTION OF THE ARCHITECT AND LANDSCAPE ARCHITECT IMMEDIATELY. ALL DISCREPANCIES MUST BE CORRECTED IMMEDIATELY.
- GENERAL CONTRACTOR SHALL LEAVE THE SITE FREE OF CONSTRUCTION DEBRIS.
- ALL LAWN AND PLANNING AREAS SHALL SLOPE TO DRAIN A MINIMUM OF 2% UNLESS NOTED OTHERWISE AND BE REVISED WITH OWNER'S REPRESENTATIVE FOR FINAL APPROVAL.
- FINISH GRADES FOR DRIVE AND DRIVE/COVER AREAS SHALL BE HELD 1" BELOW TOP OF ADJACENT PAVEMENTS AND CURBS, UNLESS NOTED OTHERWISE ON THE PLANS. REFER TO SP1 2 FOR FURTHER INFORMATION.
- ALL PERENNIAL, ANNUAL, AND GROUND COVER AREAS TO RECEIVE A BLEND OF ORGANIC SOIL AMENDMENTS PRIOR TO PLANNING. TILL THE FOLLOWING MATERIALS AND EXISTING TOPSOIL TO A DEPTH OF APPROXIMATELY 12". A DEPTH OF 12" IN TREE PITS. PROPORTIONS AND QUANTITIES MAY REQUIRE ADJUSTMENT DEPENDING ON THE CONDITION OF EXISTING SOIL. REFER TO SP1 2 FOR FURTHER INFORMATION.
- PER EVERY 100 SQUARE FEET ADD:
-2" DEPTH OF 4" TO 6" PERENNIAL FERTILIZER
-2" DEPTH OF 4" TO 6" PERENNIAL FERTILIZER
-1/4" CLAYC YARD OF COMPOSTED MANURE, PLANT STAFFER OR OTHER COMPOSTED ORGANIC MATERIAL. ALL MIXTURES TO BE POKED PLANTED WITH A 50/50 MIX OF PLANT STARTER AND EXISTING SOIL. INSTALL TOPSOIL INTO ALL BEES AS NEEDED TO ACHIEVE PROPER GRADE. REMOVE ALL EXCESSIVE GRAVEL, CLAY AND STONES. REFER TO SP1 2 FOR FURTHER INFORMATION.
- PLANT ALL TREES SLIGHTLY HIGHER THAN FINISHED GRADE AT ROOF FLARE. BACK FILL HOLE WITH 2/3 EXISTING TOPSOIL AND 1/3 PEAT MOSS. AVOID ANY ROCKS, DISCARD ANY GRAVEL, CLAY OR STONES. REFER TO SP1 2 FOR FURTHER INFORMATION.
- ALL PLANNING TO BE DONE ACCORDING TO SPECIES. REFER TO SP1 2 FOR FURTHER INFORMATION.
- ALL PLANNINGS TO BE WATERED AT THE TIME OF PLANNING, THROUGHOUT CONSTRUCTION & UPON COMPLETION OF PROJECT AS REQUIRED.
- WHERE SPECIFIED, ALL PLANT BEES, PITS AND TREE RINGS ARE TO RECEIVE A MINIMUM OF 3" DRESSING OF SHREDED HARDWOOD OAK BARK MULCH (SHAW-WALCH) FREE OF GROWTH, WEEDS, FOREIGN MATTER DERIVATIVE 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 SP1 2 FOR FURTHER INFORMATION.
- UNIFORMITY, HYDROSEED MULCH COVERING SUITABLE TO GERMINATE & ESTABLISH TURF. EROSION CONTROL MESH SHOULD BE USED IN SWALES AND STEEP GRASSES WHERE APPLICABLE. IT IS THE CONTRACTOR'S RESPONSIBILITY TO ESTABLISH AND GUARANTEE A SUFFICIENT, UNIFORM, QUALITY TURF. HYDROMULCH SHALL BE APPLIED AT A RATE OF 1200 POUNDS PER ACRE. WATER AT 500 GALLONS PER ACRE & SEED AT A MINIMUM RATE OF 220 LBS PER ACRE.
- RESURFACING 60 GROSS SEED MIX REPAIRS (262) 796-3300**
20% AMERICAN KENTUCKY BLUE GRASS
20% ALPINE KENTUCKY BLUE GRASS
20% LANGRARA KENTUCKY BLUE GRASS
20% VICTORY CHERWINGS RESCUE
10% HEIA III PERENNIAL RYE GRASS
10% PERENNIAL RYE GRASS
- APPLY AT A RATE OF 175 POUNDS PER ACRE. REFER TO SUPPLIERS SPECIFICATIONS AND INSTALLATION CUT SHEETS FOR FURTHER INFORMATION.
- DURING THE INITIAL 30 DAY MAINTENANCE PERIOD THE LANDSCAPE CONTRACTOR IS REQUIRED TO PROVIDE AND ON-GOING PLEASANT VISUAL ENVIRONMENT WHEREAS NEW LAWNS SHALL WATERED AND REPAIRED AND WEEDS MUST CONSISTENTLY BE REMOVED NO EXCEPTS WILL BE GRANTED.
- LANDSCAPE / SITE OR CONSTRUCTION CONTRACTOR TO VERIFY LOCATIONS OF EXISTING TREES AND SHRUBS BE FORWARDED TO THE ARCHITECT AND LANDSCAPE ARCHITECT IMMEDIATELY. THE CONTRACTOR SHALL VERIFY THE LOCATION OF EXISTING TREES AND SHRUBS FROM ANY OTHER INFORMATION PROVIDED BY THE ARCHITECT AND LANDSCAPE ARCHITECT IMMEDIATELY. THE CONTRACTOR SHALL VERIFY THE LOCATION OF EXISTING TREES AND SHRUBS FROM ANY OTHER INFORMATION PROVIDED BY THE ARCHITECT AND LANDSCAPE ARCHITECT IMMEDIATELY. THE CONTRACTOR SHALL VERIFY THE LOCATION OF EXISTING TREES AND SHRUBS FROM ANY OTHER INFORMATION PROVIDED BY THE ARCHITECT AND LANDSCAPE ARCHITECT IMMEDIATELY.



Proposed Plant Material Table

Quantity	Code Name	Symbol	Scientific Name	Common Name	Planting Size	Comments
4	BEPBW	☉	Betula populifolia 'Whitespire'	Whitespire Japanese White Birch	8" - 10" - 10' - 10'	1
4	MOAK	☉	Malus 'Adirondack'	Adirondack Flowering Crab	1 1/2' Cal - 8x8	
2	MOSS	☉	Malus x 'Spring Snow'	Spring Snow Crabapple	2' Cal - 8x8	
5	PCYCC	☉	Pyrus calleryana 'Chanticleer'	Chanticleer Pear	2 1/2' Cal - 8x8	
4	QUOJ	☉	Quercus bicolor	Swamp White Oak	2 1/2' Cal - 8x8	
7	UMHOA	☉	Ulmus 'Morton' 'Accolade'	Accolade Elm	2 1/2' Cal - 8x8	

Quantity	Code Name	Symbol	Scientific Name	Common Name	Planting Size	Comments
8	JUCHP	☉	Juniperus chinensis 'Blue Point'	Blue Point Juniper	5' - 6' - 8x8	
3	JUVIF	☉	Juniperus virginiana 'toyer'	Toyler Redcedar	5' - 6' - 8x8	
7	PIHMB	☉	Picea canadica 'Burr's'	Burr's Scotch Spruce	5' - 6' - 8x8	
1	PIHUB	☉	Picea canadica 'Glauca'	Colorado Blue Spruce	6' - 7' - 8x8	
6	THP1G	☉	Thuja plicata 'Green Giant'	Green Giant Arborvitae	6' - 7' - 8x8	

Quantity	Code Name	Symbol	Scientific Name	Common Name	Planting Size	Comments
15	COE1	☉	Cornus alba 'Elegantissima'	Vegetated Red Dogwood	2' - 3' - 8x8	
12	ECULF	☉	Eucornus alba 'Whitegardenia'	Whitegardenia Dogwood	2' - 3' - 8x8	
14	PIHOSW	☉	Physocarpus opulifolius 'Suewood'	Summer Wine Ninebark	18" - 24" Cont	
20	PIHOSG	☉	Potentilla fruticosa 'Gold Star'	Gold Star Potentilla	18" - 24" Cont	
36	ROKO	☉	Rosa x 'Kordroy'	Double Knock Out Rose	18" - 24" Cont	
9	VECO1	☉	Viburnum cedifolium 'J.N. Select A'	Space Island Koenigsplein Viburnum	24" - 30" - 8x8	
12	WEIB8	☉	Weigelia florida 'Boulevard'	Space Bloom Pink Redblossom Weigelia	18" - Cont	

Quantity	Code Name	Symbol	Scientific Name	Common Name	Planting Size	Comments
11	JUCHM	☉	Juniperus chinensis 'Mantle'	Mantle Juniper	18" - 24" - 8x8	
34	JUS1G	☉	Juniperus x 'holoserotina'	Sea of Gold Juniper	18" - 24" - 8x8	

Quantity	Code Name	Symbol	Scientific Name	Common Name	Planting Size	Comments
47	HEHPO	☉	Hemerocallis 'Purple De Oro'	Purple De Oro Daylily	4 1/2' pot	
24	RUE1E	☉	Rudbeckia 'Tiger Eye'	Tiger Eye Black-eyed Susan	4 1/2' pot	
30	RUE1B	☉	Rudbeckia 'Halo Cherry Brandy'	Cherry Brandy Black-eyed Susan	4 1/2' pot	

Comments: 1. Multi-stem [3] Specimen dump

Scale: 1" = 20'-0"

North

W. BROWN DEER RD.

PARK PLAZA CT.

PROPOSED BUILDING
18,539 SQ. FT.
INCLUDING CANOPY
F.F. EL. = 100.00

36 PARKING
18 PARKING
14 PARKING
3 HANDICAP
36 PARKING
18 PARKING
36 PARKING
16 PARKING

589'26'58" W
590.00'
162'00'
111.00'
273.00'
350.19'
351.06'
273.00'
500'33'02" E
740.00'

1
PROPOSED MASTER LANDSCAPE PLAN

10/06/15

1" = 20'-0"

MCD

LLS-049

LS P1.1

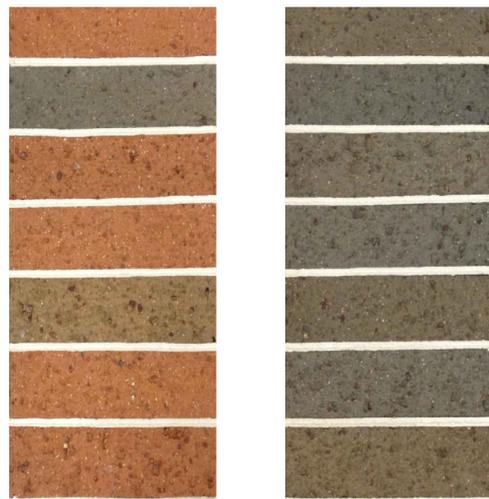
NOT FOR CONSTRUCTION - PRELIMINARY - FOR ESTIMATING AND REVIEW ONLY - DO NOT SCALE THESE DRAWINGS-

L15-049 - ALDI - Brown Deer - 10/06/15

EXTERIOR FINISH SCHEDULE			
KEY	MATERIAL / MFG.	COLOR / NO.	NOTES
A1	EDGE METAL BY FIRESTONE	A1 - SLATE GRAY A1α - SILVER METALLIC	
A2	MODULAR BRICK	BELDEN BRICK - ALDI BLEND - SEE SPEC	FIELD AND TRANSOM WINDOW SILLS
A3	MODULAR BRICK	BELDEN BRICK - ALDI BLEND, GAS FLASHED FLAT SET - SEE SPEC	PILASTERS
A4	STOREFRONT	ANODIZED ALUM.	RE: DWG. A602
A5	MEMBRANE ROOFING	GRAY	AT BACK OF ALDI LOGO SIGN TOWER, FOOD MARKET SIGN TOWER AND CANOPY ROOF - SEE SPECIFICATIONS APPENDIX 'B'
A6	METAL SOFFIT PANELS	SOLID PANELS - SEE SPEC	RE: DWG. A301-A304
A7	EXTERIOR PAINT BY SHERWIN-WILLIAMS	PT-10 / CL-5	RE: DWG. A603
A8	FIBER CEMENT SIDING	TO MATCH KEYSTONE GRAY	6" PROFILE
A9	ALUMINUM COMPOSITE PANEL	A9 - BRIGHT SILVER A9α - SLATE GRAY	PROVIDE PANEL JOINTS AS SHOWN - AT ALDI LOGO SIGN FIELD AND FOOD MARKET SIGN FIELD, PROVIDE ONE PIECE TIGHT FIT EXTRUDED MOLDING INSTALLATION SYSTEM WITH CENTER REVEAL TRIM BETWEEN PANELS AND J TRIM AT PANEL EDGES. AT CANOPY FASCIA, PROVIDE 'CLIP AND CAULK' INSTALLATION SYSTEM.
A10	SPLIT-FACE CMU	SEE SPEC	WATER TABLE FIELD
A11	BLRD-2	PT-10 / CL-4	RE: DWG A603
A12	BLRD-4	FACTORY FINISH - CHARCOAL	RE: DWG A603
A13	GUARD RAIL TYPE "A"	PT-11 / CL-5: KEYSTONE GRAY	RE: DWG A3/A503, A603
A14	GUARD RAIL TYPE "B"	PT-11 / CL-5: KEYSTONE GRAY	RE: DWG A3/A503, A603
A15	CART RAIL & STARTER POST	GALVANIZED	
A16	DOCK LEVELER / SEAL AND BUMPERS	LEVELER - FACTORY FINISH / SEAL AND BUMPERS - FACTORY FINISH - BLACK	PROVIDE BRICK BEHIND DOCK SEAL IN LIEU OF CAST STONE SILL
A17	CONTROL JOINT		MAX 30' OC RE: DWG. A504
A18	OVERFLOW SCUPPER	PT-10 / CL-5	RE: DWG C3/A503
A19	FOOD MARKET SIGNAGE	BY SIGN VENDOR	14'-2 3/4" w. x 1'-6" h.
A20	ALDI TOWER SIGN	BY SIGN VENDOR	7'-11 5/8" w. x 9'-5 1/2" h. SEE DETAIL D1/A504; VERIFY SIGN SIZE PRIOR TO FRAMING OPENING
A21	CRTB	NATURAL	RE: DWG A603 - SEE STRUCTURAL DWGS
A22	CAST STONE SILL	SEE SPEC	WATER TABLE TRIM
A23	PREFABRICATED SUN SHADE	SILVER POWDER COAT	MANUFACTURED BY C. R. LAURENCE; RE: DWGS A306, A505
E1	EXIT DISCHARGE LIGHT	FACTORY FINISH	MOUNT @ 8'-0" A.F.F.
E2	WALL SCONCE	FACTORY FINISH	MOUNT @ 7'-6" A.F.F.
E3	EXTERNAL SIREN	FACTORY FINISH	MOUNT @ 12'-0" A.F.F.
E4	UTILITY METERING & C.T.	FACTORY FINISH	SEE ELECTRICAL DWGS
E5	EXTERIOR WALL PACK	FACTORY FINISH	MOUNT @ 12'-0" A.F.F.
E6	EXTERIOR DUPLEX RECEPTACLE	FACTORY FINISH	MOUNT @ 1'-6" A.F.F.
F1	FIRE DEPT. CONNECTION	FACTORY FINISH	SEE FIRE PROTECTION DWGS
F2	MOTOR GONG	FACTORY FINISH	SEE FIRE PROTECTION DWGS
F3	HOSE BIB	FACTORY FINISH	SEE PLUMBING DWGS
XX	STOREFRONT KEY	ANODIZED ALUMINIUM	GRAY SHADED WINDOWS ARE GRAY SPANDREL - RE: DWG A602

SIGNAGE			
DESCRIPTION	QUANTITY	SQ. FT. PER SIGN	TOTALS
TOWER SIGN	2	74.9	149.8
TOWER SIGN	1	46.6	46.6
FOOD MARKET SIGN	3	21.3	63.9
TOTAL SIGNAGE			260.3

SIGNAGE IS SHOWN FOR REFERENCE ONLY AND SHALL BE UNDER SEPARATE PERMIT SUBMITTAL



BELDEN BRICK - ALDI BLEND - FIELD AND TRANSOM WINDOW SILLS

BELDEN BRICK - ALDI BLEND - PILASTERS



4 Front Elevation
SCALE: 1/8" = 1'-0"



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



2 Side Elevation
SCALE: 1/8" = 1'-0"

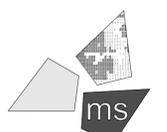


1 Side Elevation
SCALE: 1/8" = 1'-0"

Issued:	Date:
A Concept No. 1	10/06/15
B	
C	
D	
Revisions:	Date:
1	
2	
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DO NOT SCALE PLANS

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ms consultants, inc.
engineers, architects, planners
2221 Schrock Road
Columbus, Ohio 43229-1547
phone 614.898.7100
fax 614.898.7570

DRAWN BY: MAP
REVIEWED BY: JEL

Seal
PRELIMINARY - NOT FOR CONSTRUCTION



ALDI Inc. Store #: XX
Brown Deer, WI
W Brown Deer Rd & Park Plaza Ct
Brown Deer
Milwaukee County
Project Name & Location:

Exterior Elevations
Drawing Name:
Prototype Rls. 04/03/16
Project No. 40321-08
Type: RHRD-V6

Scale: As Noted
Drawing No. A-201



REQUEST FOR CONSIDERATION

COMMITTEE CONSIDERATION: Plan Commission
ITEM DESCRIPTION: Review and Recommendation of a Development Agreement with Poco Loco Cantina at 4134 W. River Lane.
PREPARED BY: Nathaniel Piotrowski, Community Development Director
REPORT DATE: October 9, 2015
Applicable Land Use Regulation: Village Code Chapters 121-9, 121-250
VILLAGE ATTORNEY REVIEW: <input type="checkbox"/> Village Attorney has reviewed documents. <input type="checkbox"/> Village Attorney has not reviewed documents. <input checked="" type="checkbox"/> Documents provided to Village attorney.
COMPREHENSIVE PLAN REVIEW: <input checked="" type="checkbox"/> Staff has reviewed request for consistency with the Comprehensive Plan.

ANALYSIS:

Poco Loco is proposing to roughly double the size of their restaurant by expanding to the north and adding a patio to the west. A different expansion to the south and west was reviewed and approved in 2013 but never constructed due to financial constraints.

The restaurant was previously granted a development agreement in 2004 and an outdoor seating conditional use permit in 2005. An expansion of this size in the Original Village Planned Development District requires Plan Commission and Village Board review and approval. Attached is a new development agreement that replaces and supersedes the old agreement and permit. This new document incorporates all the same language from the previous documents and regulates the hours, noise, crime prevention and patio operation.

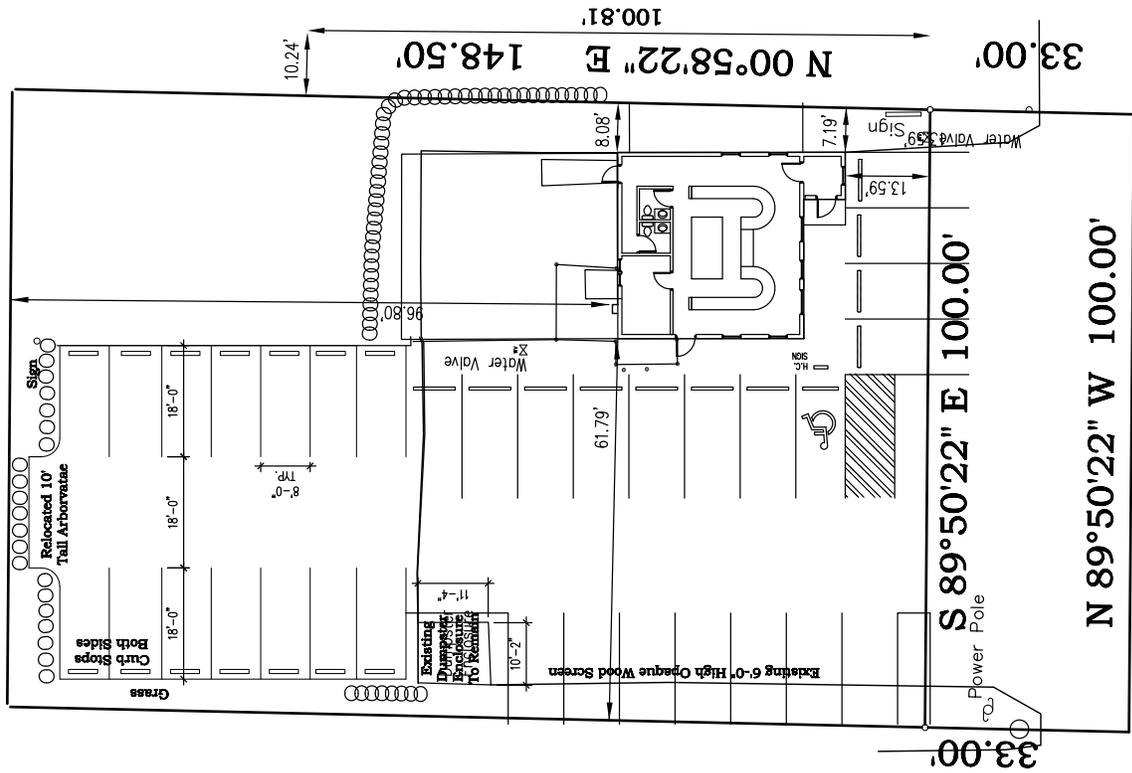
Attached are drawings that depict the existing and proposed site plan, the floor plan and building design. The existing site plan does contain a small error that does not affect the plan but should be noted:

- there are no longer parking spaces on the south side of the building due to the new sidewalk and streetscape

Staff has reviewed the proposal and generally finds it acceptable and in keeping with the previously approved expansion idea from 2013. We do recommend that the two small parking spaces adjacent to the patio be labeled for compact vehicles only.

RECOMMENDATION:

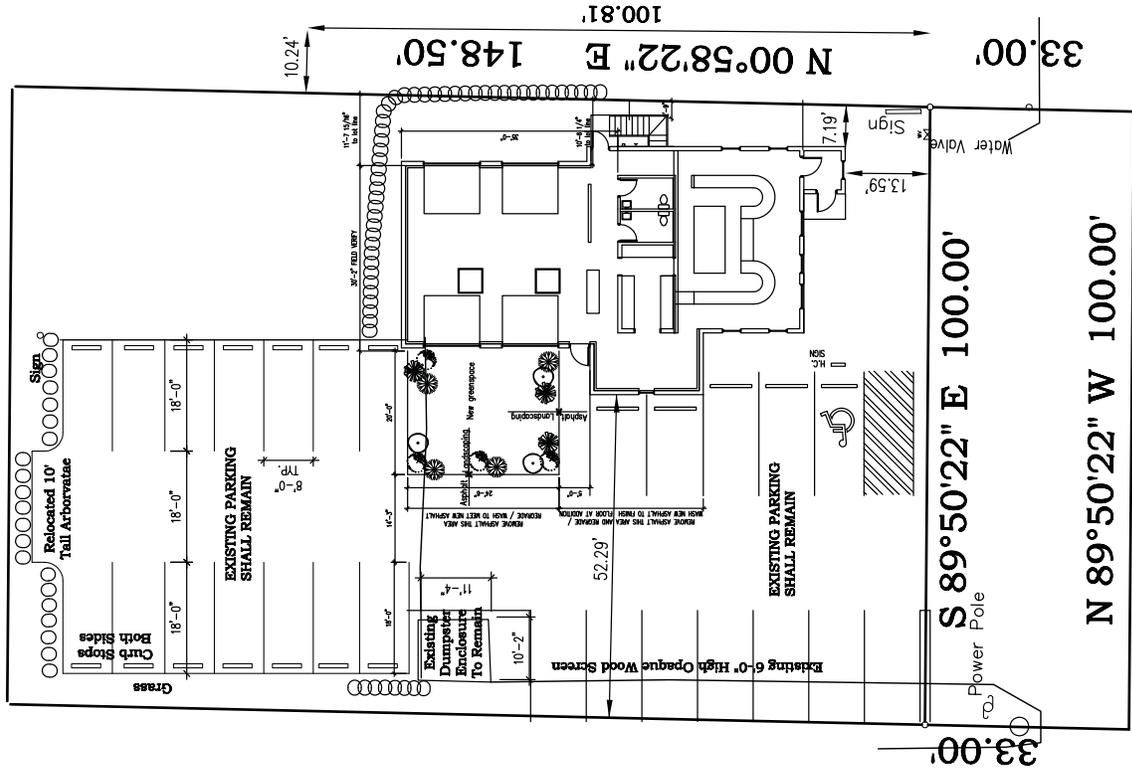
The proposed building expansion and site plan layout is generally compatible with the property and neighborhood, therefore, staff suggests that the Plan Commission recommend approval of the site plan modification to the Village Board. Please feel free to contact Nate Piotrowski at (414) 371-3061, if you have any questions.



Road Centerline and South Line of the SW 1/4 of Section 1-8-21

existing site plan

SCALE : 1" = 20'-0"



Road Centerline and South Line of the SW 1/4 of Section 1-8-21

proposed site plan

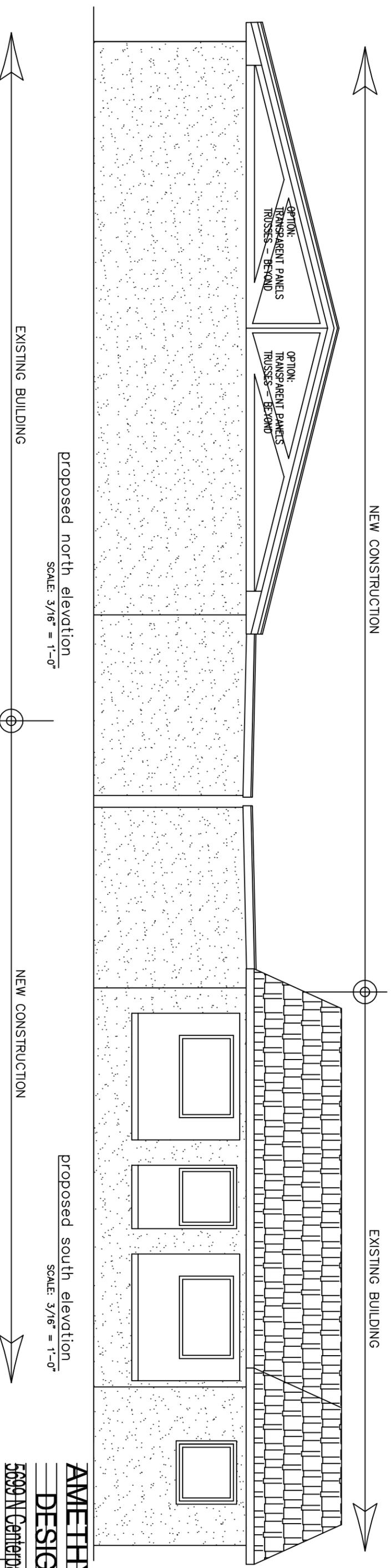
SCALE : 1" = 20'-0"

**AMETHYST
DESIGN**
5699 N Centerpark Way
Glendale, WI 53217

POCO LOCO CANTINA
4194 WEST RIVER LANE
MILWAUKEE, WISCONSIN

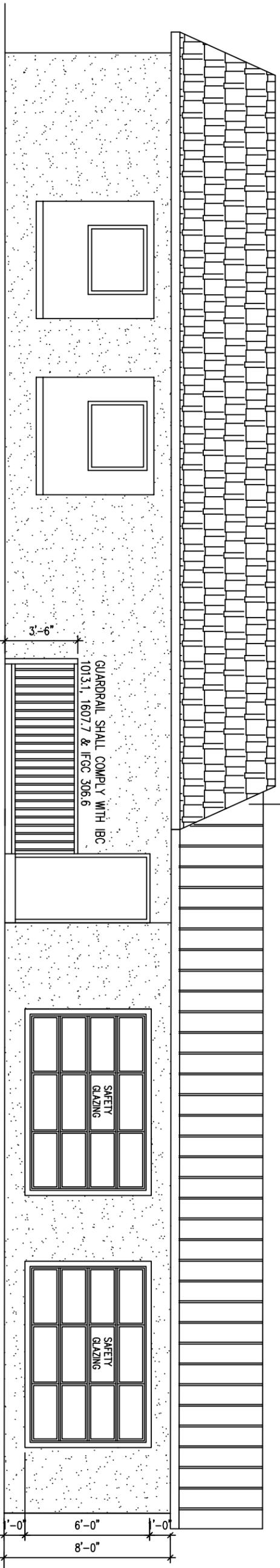
EXISTING SITE PLAN
PROPOSED SITE PLAN

SP1

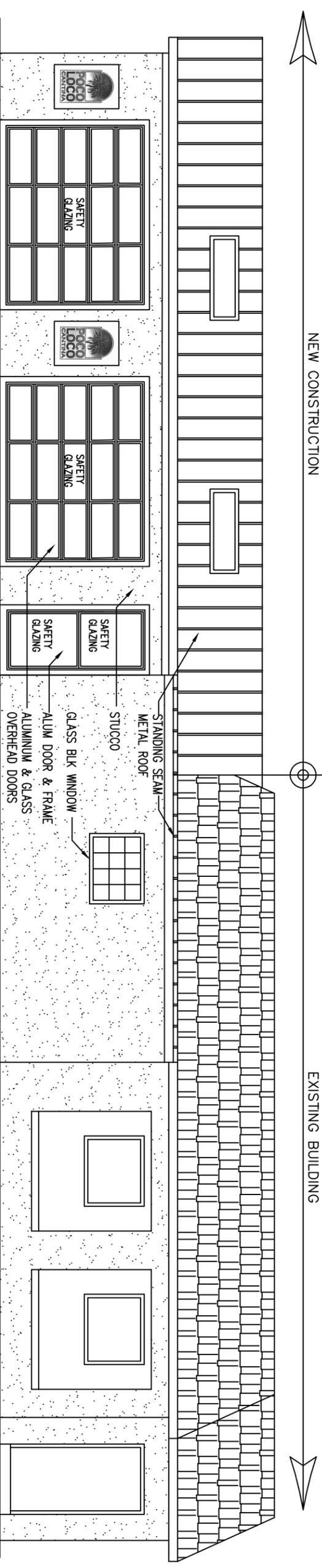


proposed north elevation
SCALE: 3/16" = 1'-0"

proposed south elevation
SCALE: 3/16" = 1'-0"



proposed east elevation
SCALE: 3/16" = 1'-0"



proposed west elevation
SCALE: 3/16" = 1'-0"

**AMETHYST
DESIGN**

5699 N Centerpark Way
Glendale, WI 53217

POCO LOCO CANTINA
4134 WEST RIVERLANE
MILWAUKEE, WISCONSIN

PROPOSED ELEVATIONS

DATE: 11/11/2019
DRAWN BY: J. M. ZIEGLER
CHECKED BY: J. M. ZIEGLER