

**NOTICE OF MEETING  
VILLAGE OF FOX POINT  
JOINT BUILDING BOARD AND PLAN COMMISSION**

SCHWEMER HALL - MUNICIPAL BLDG.  
7200 N. SANTA MONICA BLVD  
FOX POINT, WI 53217

MONDAY  
JUNE 3, 2019  
5:45 P.M.

**AGENDA**

- 1. Roll Call**
- 2. Approval of the minutes of the April 1, 2019 Plan Commission meeting.**
- 3. Review and Recommendation RE: Fox Point Lutheran Church.** The Building Board and Plan Commission will discuss, and the Plan Commission may make a recommendation to the Village Board concerning the application of Fox Point Lutheran Church, 7510 N Santa Monica Blvd., Fox Point, for their site plan, floor plans, proposed addition and parking lot changes per Section 745-20 B.(2) of the Village Code.
- 4. Review and Recommendation RE: Elements East LLC.** The Plan Commission will discuss, and may make a recommendation to the Village Board considering the application of Elements East LLC, for a one month pop up store at 8681 N Port Washington Rd., Fox Point, for the month of July only, to clear furniture goods and home decor. Hours of operation, Thursday – Sunday, 11 a.m. to 4 p.m., with two employees.
- 5. Review and Recommendation RE: Face to Face.** The Plan Commission will discuss and may make a recommendation to the Village Board concerning the application of Face to Face, Iwona Pawelec, for a facial, hair dresser, and massage services store at 8585 N Port Washington Rd., Fox Point. Hours of operation, Tuesday through Saturday, 9 a.m. to 6 p.m., with one employee. There will be interior renovations at this location, subject to the terms of the Conditional Use Permit.
- 6. Review and Recommendation RE: Lou Malnati's Pizzeria.** The Plan Commission will discuss, and may make a recommendation to the Village Board concerning the application of Marnat Inc. LLC, d/b/a Lou Malnati's Pizzeria, for a carry-out pizza store, located at 8799 N. Port Washington Rd., Fox Point. Hours of operation, Monday through Thursday, 4 p.m. to 10 p.m., Friday through Saturday, 11 a.m. to 11 p.m., and Sunday, 11 a.m. to 9 p.m., with nine employees. There will be interior renovations at this location, subject to the terms of the Conditional Use Permit.
- 7. Adjourn**

**NEXT PLAN COMMISSION MEETING:**

**July 1, 2019**

PLEASE NOTE: Upon reasonable notice, efforts will be made to accommodate the needs of disabled individuals through sign language interpreters or other auxiliary aids. For additional information or to request these services, contact the Village Clerk at 351-8900. It is possible that members of, and possibly a quorum of members of, other governmental bodies of the municipality may be in attendance at the above stated meeting to gather information; no action will be taken by any governmental body at the above stated meeting other than the governmental body specifically referred to above in this notice.

**VILLAGE OF FOX POINT  
PLAN COMMISSION  
APRIL 1, 2019**

1 A meeting of the Fox Point Plan Commission was held in Schwemer Hall, 7200 N. Santa Monica Blvd.  
2 on Monday, April 1, 2019. Eric Fonstad, Acting Chairman, called the meeting to order at 5:45 p.m. and  
3 noted there was a quorum of Commissioners present.

4  
5 Plan Commission roll call was taken by Scott Botcher, Village Manager. Plan Commissioners present  
6 included:

7 John Crichton, Commissioner  
8 Eric Fonstad, Commissioner, Acting Chair  
9 Don Zien, Commissioner  
10 Carol Wilkins, Commissioner  
11 Jay Craig, Commissioner

12  
13 Staff present included Village Attorney, Eric Larson. Absent was Chairman Frazer and  
14 Commissioner Yauck.

15  
16 Notice of the meeting was provided to the North Shore Now, as necessary and to all others as  
17 required by State open meetings laws and posted on the official bulletin board at 7200 N Santa Monica  
18 Boulevard, as well as the village website at [www.villageoffoxpoint.com](http://www.villageoffoxpoint.com), as per 2015 Wisconsin Act 79  
19 and as described in Village Ordinance Chapter 116-2, 116-2(C).

20  
21 **Approval of the Minutes of the March 4, 2019 Plan Commission Meeting**

22  
23 *On motion of Commissioner Crichton, seconded by Commissioner Craig, and carried*  
24 *unanimously, the Commission approved the minutes of the March 4, 2019 Plan*  
25 *Commission meeting, as amended.*

26  
27 **Review and Recommendation RE: A Land Combination and Certified Survey Map for 7210**  
28 **North Barnett Lane.**

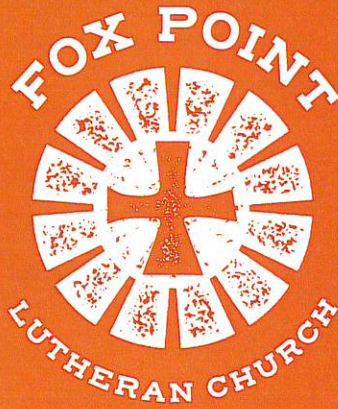
29  
30 *On motion of Commissioner Crichton, seconded by Commissioner Wilkins, and carried*  
31 *unanimously, the Plan Commission recommended approval of the land combination and*  
32 *Certified Survey Map for 7210 North Barnett Lane, waive the requirement of a preliminary*  
33 *land division map and allow the submitted Certified Survey Map to be approved as a final*  
34 *land division map.*

35  
36 **Review and Recommendation RE: A Conditional Use Permit request for Amanda Tulloch, dba**  
37 **Pure Lotus Boutique Kindergarten, applicant, 6846 N Santa Monica Blvd., Fox Point.**

38  
39 *On motion of Commissioner Zien, seconded by Commissioner Craig, and carried*  
40 *unanimously, the Plan Commission recommended to the Village Board approval of a*  
41 *Conditional Use Permit to Amanda Tulloch, dba Pure Lotus Boutique Kindergarten, 6846*  
42 *N. Santa Monica Blvd., Fox Point.*

43  
44 **Review and Recommendation RE: A Conditional Use Permit request for Wheel & Sprocket, Inc.,**  
45 **applicant, 6940 N. Santa Monica Blvd., to add a Coffee Shop within the existing Sporting Goods**  
46 **Store.**





To:

**Village of Fox Point**

7200 N. Santa Monica Blvd.

Fox Point, WI 53217

**05.07.2019**

To whom it may concern,

After a number of meetings with Scott Botcher, Scott Brandmeier, and Michael Rakow, Fox Point Lutheran church is excited to submit for the Village's review a site plan, floor plans, and a few 3-d perspectives of our proposed addition and parking lot changes. Based on our meetings with the Village we understand that some additional information will need to be submitted related to site/storm water design etc. as the project progresses but have been advised to submit the current plans to ensure the project can move forward as currently designed.

Fox Point Lutheran Church has been a trusted partner and neighborhood anchor since 1947. We have a strong presence in the community with programs that care for our Fox Point neighbors as well as surrounding communities. In the 20 years I have been at the church we have grown from a congregation of 1500 members to a congregation of 2400 members. Recently at our last Christmas Eve and Easter Sunday services we were blessed to witness to 1600 and 1540 people respectively. Our current administration uses the old parsonage as its offices. This new addition will also allow our administration to be located within the church building which will allow us to better serve our members and community. We have continued to grow and have decided that we must increase the size of our building as well as available parking. Included below is additional information related to the proposed addition and parking lot changes.

**Building Information**

Existing Sanctuary Seating = 310

Proposed Sanctuary Seating = 436

**Fox Point Lutheran Church**  
**7510 N. Santa Monica Blvd**  
**Fox Point, WI • 53217**

Phone: 414-352-8990

Cell: 414-704-7070

Email: [knapp@foxpointchurch.org](mailto:knapp@foxpointchurch.org)

Web: [www.foxpointchurch.org](http://www.foxpointchurch.org)



### Area Calculations of Proposed Addition

<u>1st Floor</u>		<u>Basement</u>	
Sanctuary	1,266 s.f.	Youth/Open	3,907 s.f.
Admin	2,392 s.f.	<u>Office/Mech</u>	<u>2,223 s.f.</u>
Fellowship	2,642 s.f.	<b>Total Lower</b>	<b>6,130 s.f.</b>
<u>Vestibule</u>	<u>150 s.f.</u>		
<b>Total 1st Floor</b>	<b>6,450 s.f.</b>		

- We are matching existing roof lines to ensure the building will not be getting taller than existing conditions.
- Minimal rework is being done along Santa Monica to ensure the street façade is maintained as much as possible.
- All new construction will be matching existing architectural styles.
- The new addition and entire existing building will be sprinklered.

### Parking Lot Information

Existing Parking Spaces = 174

Proposed Parking Spaces = 210

- Because lack of parking has been a consistent problem the church has determined that maximizing the number of parking stalls is imperative to this project.
- Based on our meetings with Village staff and their recommendations we have designed the parking lot to meet Village dimensional requirements and are requesting the Village to consider an agreement that would allow for parking within the Village R/W as shown.
- The new parking lot meets the Village size requirement.
- To better serve our members we are providing a new covered canopy drop off area.
- To provide better safety the drive and associated parking behind the church has been removed.

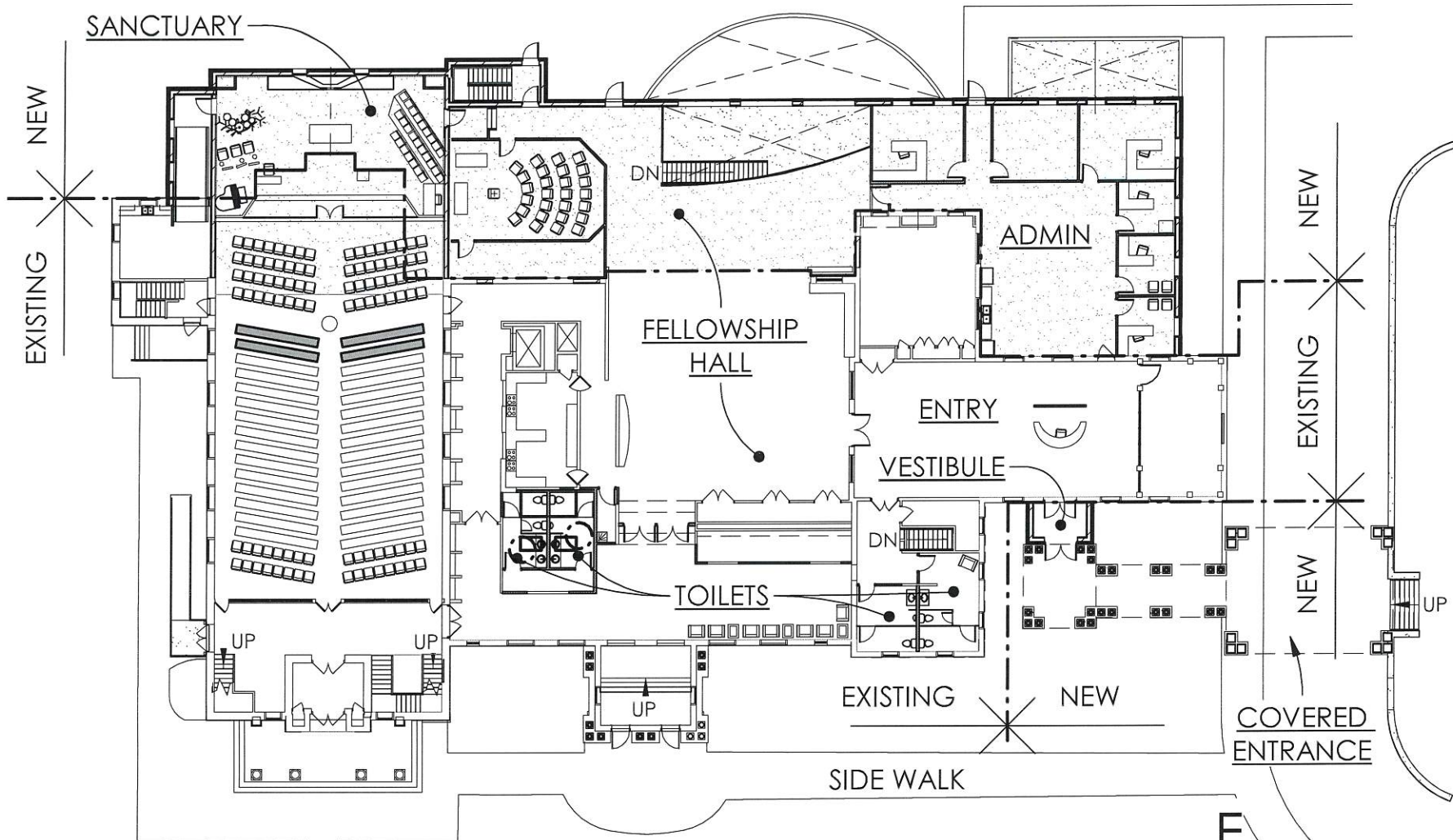
We are requesting approval of our plans which will allow us to continue with this project and ultimately allow for our steady growth into the future. Thank you for your help as we continue to work with you as a strong partner of the Village and its community.

Sincerely,

**Pastor Bill Knapp**

**Lead Pastor**

**Fox Point Lutheran Church**



# FIRST FLOOR PROPOSED

5/6/2019  
 ADDITION AND RENOVATION

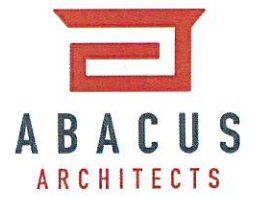
# FOX POINT LUTHERAN CHURCH

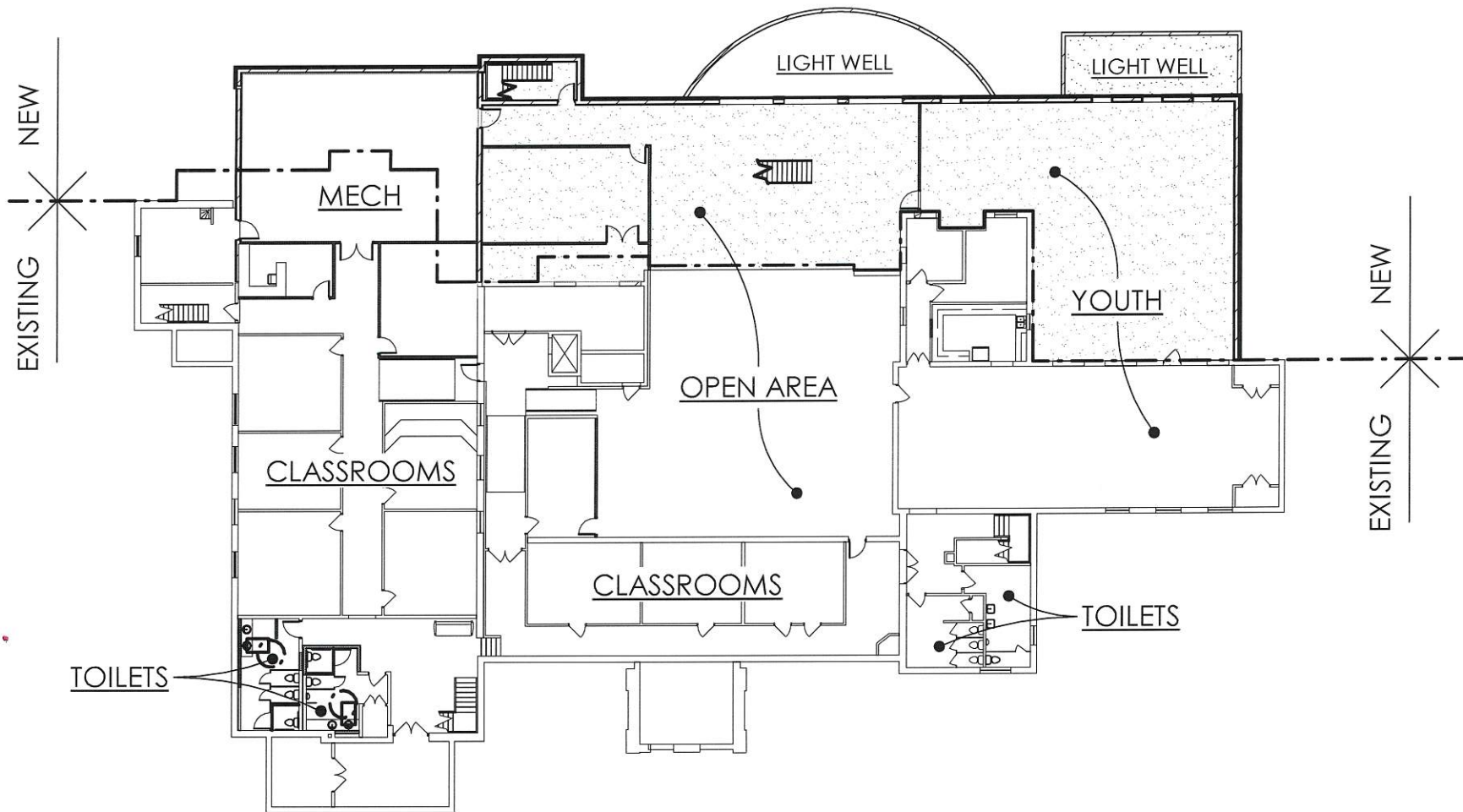
7510 N SANTA MONICA BLVD, FOX POINT, WI 53217  
 PROJ. NO. 2016-93

SCALE: 1" = 30'-0"



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5/6/2019

ADDITION AND RENOVATION

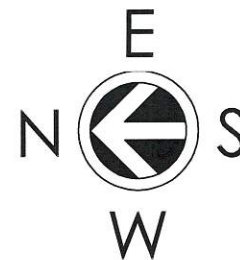
# FOX POINT LUTHERAN CHURCH

7510 N SANTA MONICA BLVD, FOX POINT, WI 53217

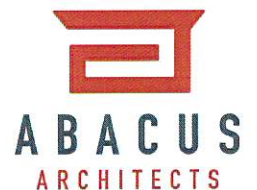
PROJ. NO. 2016-93

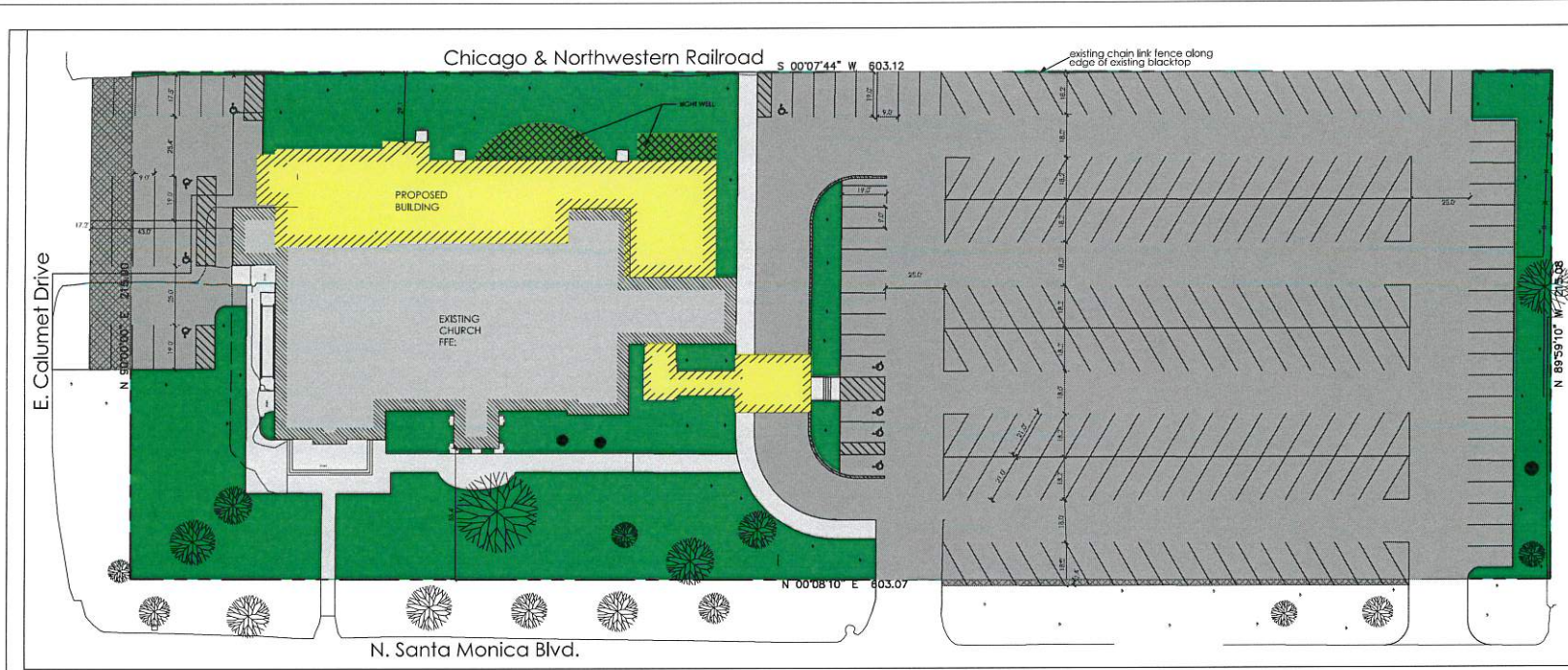
## LOWER LEVEL PROPOSED

SCALE: 1" = 30'-0"



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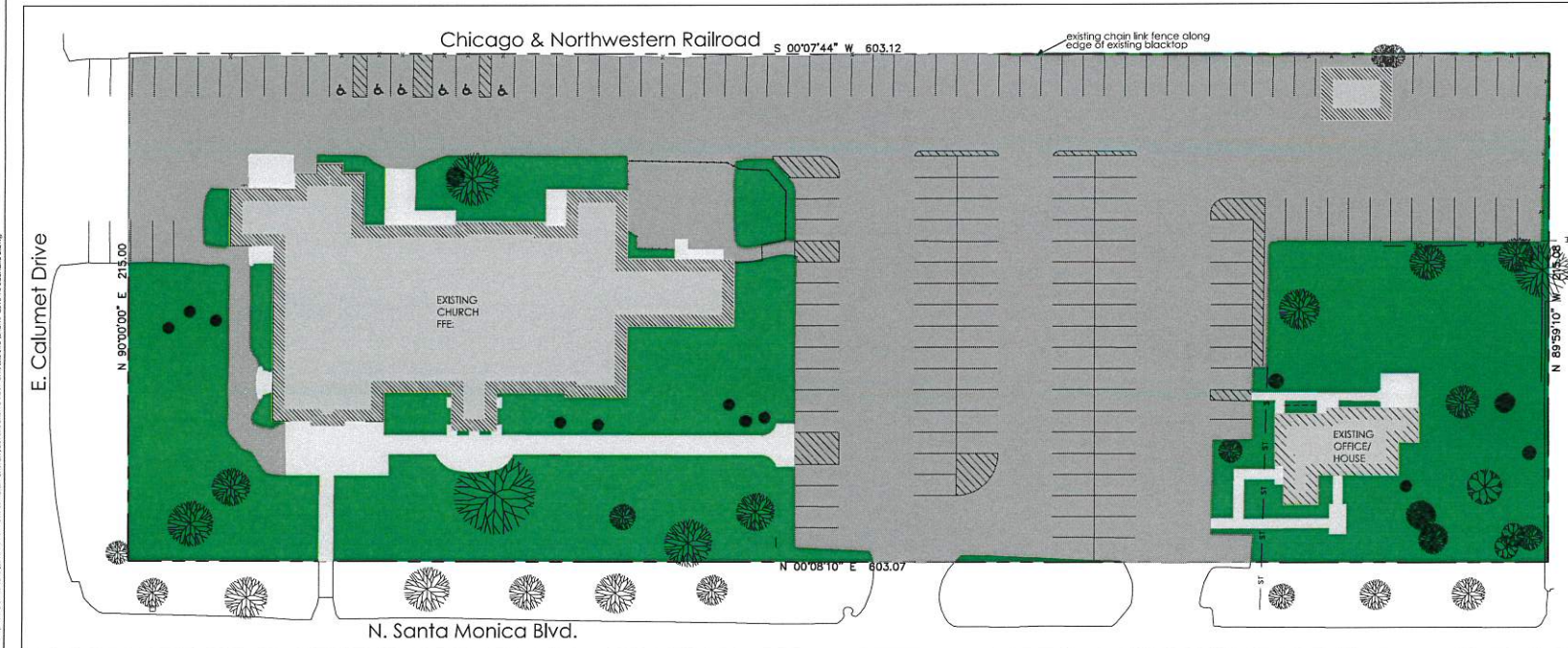


**EXISTING PARKING CALCULATIONS**

SANCTUARY SEATING = 310  
 VILLAGE REQUIREMENTS = 117 S.F./SEAT × 310 = 36,270 S.F.  
 EXISTING PARKING AREA = 84,846 S.F.

**NEW PARKING CALCULATIONS**

SANCTUARY SEATING = 436  
 VILLAGE REQUIREMENTS = 117 S.F./SEAT × 436 = 51,102 S.F.  
 NEW PARKING AREA = 66,211 S.F.



**PROPERTY INFORMATION**  
 ZONING: INSTITUTIONAL DISTRICT

PROPOSED	
TOTAL AREA:	2.98 ACRES
TOTAL PAVEMENT:	0.77 ACRES
TOTAL IMPERVIOUS AREA:	2.21 ACRES
BUILDINGS:	0.53 ACRES
ASPHALT:	1.58 ACRES
CONCRETE:	0.16 ACRES

EXISTING	
TOTAL AREA:	2.98 ACRES
TOTAL PAVEMENT:	0.93 ACRES
TOTAL IMPERVIOUS AREA:	2.05 ACRES
BUILDINGS:	0.39 ACRES
ASPHALT:	1.52 ACRES
CONCRETE:	0.11 ACRES
GRAVEL:	0.03 ACRES

PARKING SPACES	
PROPOSED:	202-210 (18 ADA STALLS)
EXISTING:	174 (16 ADA STALLS)
NET:	28-36

**PROPOSED SITE PLAN**  
 SCALE: 1"=20'

**HATCH LEGEND**

	EXISTING BUILDING REFER TO ARCHITECTURAL DRAWINGS.
	EXISTING OF PROPOSED BUILDING REFER TO ARCHITECTURAL DRAWINGS.
	ASPHALT HATCH
	CONCRETE HATCH
	VILLAGE OF FOXPOINT AREA OF NEGOTIATION HATCH
	GREENSPACE HATCH

**EXISTING SITE PLAN**  
 SCALE: 1"=20'



**NOTE TO READERS**  
 THESE PLANS AND SPECIFICATIONS ARE PRELIMINARY AND SUBJECT TO CHANGE WITHOUT NOTICE. THE CLIENT ACCEPTS THE RISK OF OMISSION AND INADEQUACY OF THESE PLANS AND SPECIFICATIONS.

5/6/2019  
 ADDITION AND RENOVATION  
**FOX POINT LUTHERAN CHURCH**  
 7510 N SANTA MONICA BLVD, FOX POINT, WI 53217  
 115A MICHIGAN AVE., SHIBUYOKA, WI 53211 | PH: (262) 462-4444 | 225 EAST ST. PAUL AVE. INDIANAPOLIS, IN 46202 | (317) 837-4400

DRAWN BY: MDW  
 CHECKED BY: JRV

**A**  
**206**

PROJ. NO. 2016-93

PRELIMINARY - NOT FOR CONSTRUCTION

P:\2016\CONTRACTS\20160310\_Fox Point Lutheran Church\DWG\20160310\_Fox Point Lutheran Church\20160310\_Fox Point Lutheran Church.dwg



REVISIONS:

DO NOT SCALE  
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CLIENT  
 ADDITION AND RENOVATION  
 FOX POINT CHURCH

7510 N. SANTA MONICA BLVD., FOX POINT, WI 53217  
 1135A MICHIGAN AVE., SHEBOYGAN, WISCONSIN | P. 262.452.4444 | F. 262.452.4444 | 333 N. RANWORTH AVE., SUITE 200, MILWAUKEE, WI 53203 | P. 414.452.4444

PRELIMINARY - NOT FOR CONSTRUCTION

DRAWN BY: Author  
 CHECKED BY: Checker

A  
 904

PROJ. NO. 2016-93

## APPLICATION FOR CONDITIONAL USE PERMIT

**This application must be fully completed to be considered by the Village. A \$300.00 fee (non-refundable) must accompany this application.**

### Section I

Name of Business: Elements east LLC

Fox Point Business Address: Riverpoint village  
#8 on map

Local Telephone Number: 414-469-9886

Email Address: MHopkins@elementseast.com

Contact Person: Meg Hopkins

Name of Former Tenant (if known): Soccer

### Section II: If the business is a corporation, please complete the following section. If not, skip to the next section.

Legal name of the Corporation: \_\_\_\_\_

Address of the Corporate Headquarters: \_\_\_\_\_

Telephone Number of Corporate Headquarters: \_\_\_\_\_

Email Address for Corporate Headquarters: \_\_\_\_\_

Names and addresses of all Corporate Officers: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Name and address of the Corporate Agent: \_\_\_\_\_

\_\_\_\_\_

**Section III: If the applicant(s) is an individual or partnership, please complete the following section.**

Names, home and business addresses and home and business telephone numbers of all Applicants

Margaret G Hopkins, owner

Home 11905 N Sandhill Circle

Mequon WI 53092

business 191 N Broadway Milwaukee 53202

Names, addresses and phone numbers of all owners if different from Applicant: \_\_\_\_\_

**Section IV: All applicants must complete the remaining section.**

Applicant's specific interest in site: popup store for the month of August to clear goods

Confirmed w/Applicant this will occur in July not August. jo

Square footage of site: 3500 sq ft

Describe site and attach plan: See directions for the Conditional Use Permit. The site plan must include a layout of the inside of the store. \_\_\_\_\_

Describe in detail the business activity that will take place on site, including products and services:

selling of high end furniture imported from China  
also home decor

Describe all owned fixtures, furniture, and equipment to be used on site: lighting  
selling furniture

Describe all leased fixtures, furniture, and equipment to be used on site: POS SYSTEM  
lighting

Number of actual or anticipated employees: 1 or 2

Number of parking spaces to be used by business (employees and customers/clients): 2

Proposed days and hours of operation: TH-S 11-4

Describe any alterations planned for the site: none

If there are alterations, what is the estimated cost of the renovation? \_\_\_\_\_

Person responsible for obtaining a building permit (if required): \_\_\_\_\_

Proposed date of occupancy: July 1st

Margaret G  
Business Owner - Signature

5/19/19  
Date

Margaret G Hopkins  
Business Owner - PRINTED Name

---

**TO BE COMPLETED BY THE VILLAGE OF FOX POINT**

Has sufficient site plan been submitted? (If not, what is needed?) \_\_\_\_\_

What is the category of proposed use? RETAIL STORE - SELLING FURNITURE ml 5-14-19

Does the parking meet code requirements? Part of an existing facility

Is there proper exterior lighting? where the requirements were

Are there any existing code violations? Previously addressed. SJB 05/20/19

Additional Comments? \_\_\_\_\_

Letter of Consent received from owner? \_\_\_\_\_

Comments/Date

Date application/materials received: \_\_\_\_\_

Fee Paid: \_\_\_\_\_ Receipt No. \_\_\_\_\_

# Midland Management, LLC

555 W. Brown Deer Road, Suite 220, Milwaukee, Wisconsin 53217

May 28, 2019

Village Plan Commission  
Village of Fox Point  
7200 N. Santa Monica Boulevard  
Fox Point, WI 53217

Plan Commission Members:

This letter is in support of a temporary tenant intending to lease space at the Riverpoint Village Shopping Center, 8629-8799 N. Port Washington Road, Fox Point.

The temporary tenant lease will be under the name Elements East. They will occupy approximately 3,500 square feet of space at a location previously occupied by the Stefans Soccer store. The space is located at 8681 N. Port Washington Road.

Elements East will operate a retail store to sell furniture and home décor at the subject location for the month of July 2019.

If there should be any questions pertaining to this matter, please don't hesitate to contact our office at 262-643-4430. Thank you.

Sincerely,



Sheila S. Sanders  
Midland Management, LLC  
Managing Agent to North Shore Centers Partners

VILLAGE OF FOX POINT  
7200 N. SANTA MONICA BLVD  
FOX POINT WI 53217

414-351-8900

Receipt No: 1.054518

May 28, 2019

CUP - Elements East LLC - Meg Hopkins

Previous Balance:	.00
LICENSES & PERMITS - CONDITIONAL USE PERMIT	300.00
24-44550 CONDITIONAL USE PERMIT	

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Total:	300.00
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CHECK	Check No: 2223	300.00
Payor: CUP - Elements East LLC - Meg Hopkins		

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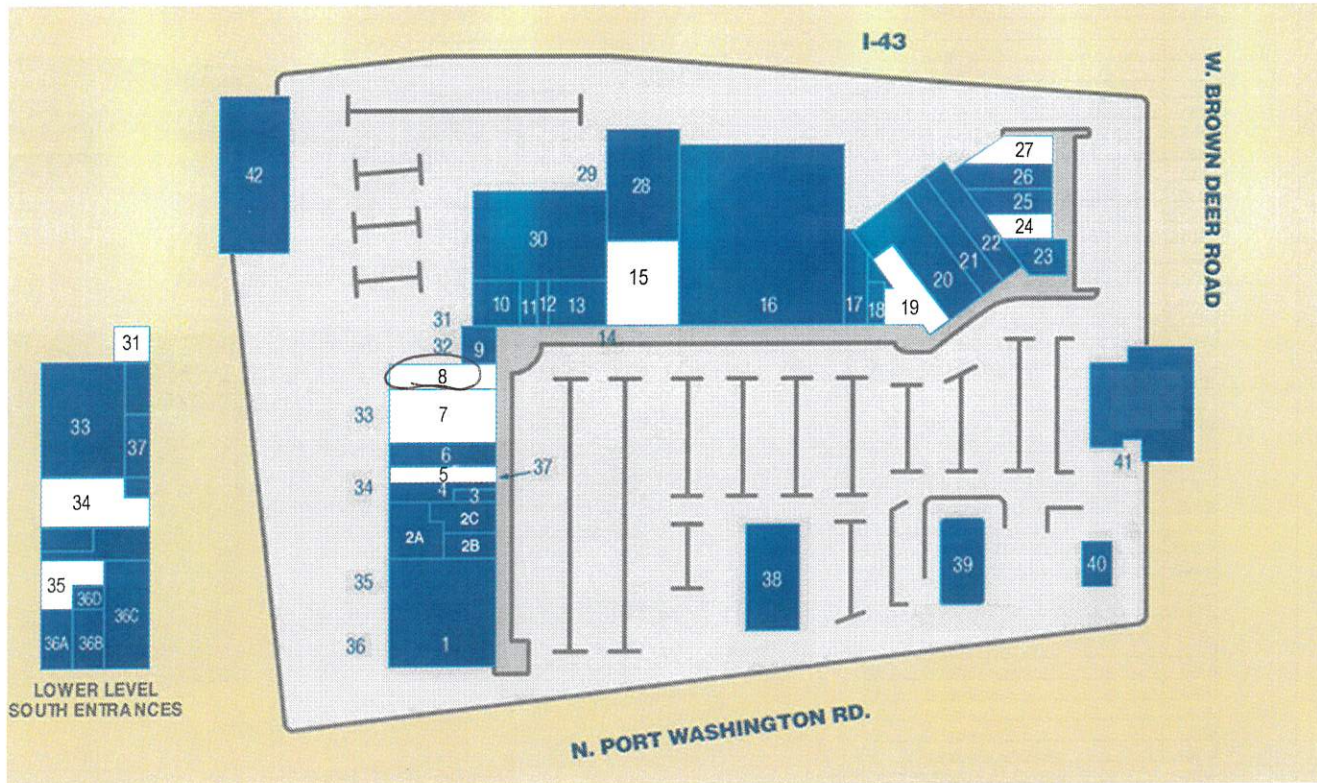
Total Applied:	300.00
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Change Tendered:	.00
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05/28/2019 1:30 PM

# RIVERPOINT VILLAGE



SPACE	TENANT	SF
1	CVS Pharmacy	14,814
2	My Yo My Frozen Yogurt	1,449
3	Diamond Nails	750
4	Baja Tan	1,436
5	VACANT	1,611
6	Peking Chef	2,133
7	AVAILABLE	7,062
8	VACANT	3,500
9	Benii's Deli	1,600
10	GiGi's Playhouse	2,498
11	Sally Beauty Supply	1,362
12	Great Clips	750
13	Premier Vision	2,840
15	VACANT	16,944
16	Best Buy	39,172
17	Andare Sports	2,300
18	GNC	1,004
19	AVAILABLE	3,500
20	Land's End	7,818
21	Noodles & Company	3,925
22	Ideal Image	2,275
23	Qdoba	2,200
24	VACANT	1,684
25A	Dr. David Michael Lubar	1,360
25B	Lakeside Oil	5,442
25C	Midland Management	3,100
25D	Valentine's Salon	1,684
26	Kang's Tae Kwon Do	2,700
27	VACANT	2,074
28	Burghardt Sporting Goods	10,000
30	Aurora Health Care	22,309
31	VACANT	1,500
33	Nurturing Nook Child Care	10,333
34	VACANT	7,385
35	VACANT	4,900
37	Infinity Telecom	1,527
38	Chase Bank	4,629
39	McDonald's	3,015
40	Open Pantry	862
41	Great Midwest Bank	3,000
42	Jose's Blue Sombrero	6,500
2A	Milwaukee Ballet School & Academy	3,257
36C	Riverpoint Salons & Spa	5,769

# RIVERPOINT VILLAGE



ELEVATIONS

## Conditional Use Order

WHEREAS, an application has been filed by Elements East, LLC., (hereinafter "Applicant"); and

WHEREAS, the Applicant is requesting that a conditional use permit be granted pursuant to the Zoning Ordinance of the Village of Fox Point for land described as 8681 N. Port Washington Road, Fox Point, Wisconsin, as further described on Exhibit A attached hereto and incorporated herein (hereinafter "Subject Property").

NOW, THEREFORE, the Village of Fox Point Village Board, upon consideration of thoughts expressed by all persons heard at the Village Board meeting in this matter, upon consideration of the recommendation from the Plan Commission, and following all necessary study and investigation, having given the matter due consideration, hereby ORDERS AS FOLLOWS: Commencing upon the date hereof, the Applicant is hereby granted a conditional use permit, subject to initial and continued compliance with each and every one of the following conditions, restrictions and limitations.

1. Use Restricted. Margaret Hopkins of Elements East, LLC, will sell high end furniture from China, as well as home décor from this location, subject to the terms of this Conditional Use Permit. The interior will not be renovated at this location. The hours of operation shall be limited to 11:00 a.m. until 4:00 p.m. Thursday through Sunday, unless additional hours are approved in writing by the Village Manager.
2. Presentation Compliance. All of the Applicant's plans, specifications, terms and representations as submitted with the application, or in support thereof, or as represented to the Village Board in the course of the approval process, are specifically incorporated herein and made a part hereof by reference, and the use of the subject property shall be in substantial conformance with the same except as further restricted or modified herein.
3. Not Transferable. This conditional use permit is granted to the Applicant and shall not be transferred or assigned without the Village Board's prior written consent, which may only be granted following the Village Board's receipt of a recommendation from the Plan Commission.
4. Applicant and Owner Agreement. As a condition precedent to the issuance of the conditional use permit, the owner of the Subject Property shall approve the issuance of this conditional use permit upon the terms and conditions described herein in writing, and the Applicant is required to accept the terms and conditions of the same in its entirety in writing.
5. Other Uses Prohibited. Any use not specifically listed as permitted shall be considered to be prohibited except as may be otherwise specifically provided herein. In case of a question as to whether a use is permitted, the question shall be submitted to the Plan Commission for recommendation to the Village Board, and then to the Village Board for determination.
6. No Nuisances, and Compliance with Applicable Laws. No use is hereby authorized unless the use is conducted in a lawful, orderly and peaceful manner. Nothing in this order shall be deemed to authorize any public or private nuisance or to constitute a waiver, exemption or exception to any law, ordinance, order or rule of either the municipal governing body, the County of Milwaukee, the State of Wisconsin, the United States of America or other duly constituted authority, except only to the extent that it authorizes the use of the subject property above described in any specific respects described herein. This order shall not be deemed to constitute a building permit, nor shall this order constitute any other license or permit required by Village ordinance or other law.
7. Subject Property Only. This conditional use hereby authorized shall be confined to the Subject Property described, without extension or expansion other than as noted herein.
8. Abandonment. Should the permitted conditional use be abandoned in any manner, or discontinued in use for twelve (12) months, or continued other than in strict conformity with the conditions of the original approval, or should the Applicant be delinquent in payment of any monies due and owing to the Village, or should a change in the character of the surrounding area or the use itself cause it to be no longer compatible with the surrounding area or for similar cause based upon consideration of public health, safety or welfare, the conditional use may be terminated by action of the Village Board following receipt of a recommendation from the Plan Commission and after the Village Board holds a public hearing in the matter.

9. Amendments. Any change, addition, modification, alteration and/or amendment of any aspect of this conditional use, including but not limited to an addition, modification, alteration, and/or amendment to the use, premises (including but not limited to any change to the boundary limits of the Subject Property), structures, lands or owners, other than as specifically authorized herein, shall require a new permit and all procedures in place at the time must be followed.
10. Plan Amendments. Unless this conditional use permit expressly states otherwise, plans that are specifically required by this conditional use order may be amended (a) without separate approval in the limited circumstances described in Section 14.19(11) of the Village Code; or (b) by the Village Board upon receipt of a recommendation from the Plan Commission if the Village Board finds the plan amendment to be minor and consistent with the conditional use permit. Any change in any plan that the Village Board, in its sole discretion, finds to be substantial shall require a new permit, and all procedures in place at the time must be followed.
11. Severability. Should any paragraph or phrase of this conditional use permit be determined by a Court to be unlawful, illegal or unconstitutional, said determination as to the particular phrase or paragraph shall not void the rest of the conditional use and the remainder shall continue in full force and effect.
12. Most Restrictive Applies. If any aspect of this conditional use permit or any aspect of any plan contemplated and approved under this conditional use is in conflict with any other aspect of the conditional use or any aspect of any plan of the conditional use, the more restrictive provision shall be controlling as determined by the Plan Commission.
13. Prior Conditional Use Permits Terminated. Unless stated otherwise herein or in the documents incorporated herein, all conditional use permits previously granted for the Subject Property, if any, shall be automatically terminated without further action of the Village Board immediately following full satisfaction of all conditions precedent to this conditional use order taking effect.
14. Payment of fees. Applicant shall, on demand, reimburse the Village for all costs and expenses of any type that the Village incurs in connection with this conditional use order including the cost of professional services incurred by the Village (including engineering, legal, planning and other consulting fees) for the review and preparation of required documents or attendance at meetings or other related professional services for this application, as well as to enforce the conditions in this conditional use order due to a violation of these conditions.
15. Payment of Taxes and Charges. Any unpaid bills owed to the Village by the Subject Property Owner or his or her tenants, operators or occupants, for reimbursement of professional fees; or for personal property taxes; or for real property taxes; or for licenses, permit fees or any other fees owed to the Village; shall be placed upon the tax roll for the Subject Property if not paid within thirty (30) days of billing by the Village, pursuant to Section 66.0627, Wisconsin Statutes. Such unpaid bills also constitute a breach of the requirements of this conditional use order, that is subject to all remedies available to the Village, including possible cause for termination of the conditional use order.
16. Conditions Shown in Minutes Incorporated. All conditions of approval imposed by duly adopted motion of the Village Board in its consideration of the Applicant's application, as noted in the Minutes of the Village Board meeting at which approval was granted, are specifically incorporated herein by reference.
17. The Applicant is obligated to file with the Village Clerk a current mailing address and current phone number at which the Applicant can be reached, which must be continually updated by the Applicant if such contact information should change, for the duration of this conditional use. If the Applicant fails to maintain such current contact information the Applicant thereby automatically waives notice of any proceedings that may be commenced under this conditional approval, including proceedings to terminate this conditional use.

Let copies of this order be filed in the permanent records of the Village Board for the Village of Fox Point, and let copies be sent to the proper Village of Fox Point authorities and the Applicant and Owner.

Signed this \_\_\_\_ day of \_\_\_\_\_, 2019, *nunc pro tunc* the \_\_\_\_ day of \_\_\_\_\_, 2019.

BY THE FOX POINT VILLAGE BOARD:

\_\_\_\_\_  
Douglas H. Frazer, Village President

Attest:

\_\_\_\_\_  
Kelly A. Meyer, CMC/WCMC, Village Clerk/Treasurer

**APPROVAL**

I hereby approve the issuance of this Conditional Use Permit to the Applicant on the terms and conditions described herein.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2019.

SUBJECT PROPERTY OWNER

\_\_\_\_\_

By: \_\_\_\_\_  
Authorized Signatory

Title: \_\_\_\_\_

**ACCEPTANCE**

I hereby accept the terms and conditions of this Conditional Use in its entirety.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2019.

APPLICANT:

By: \_\_\_\_\_  
Authorized Signatory

Title: \_\_\_\_\_

### APPLICATION FOR CONDITIONAL USE PERMIT

**This application must be fully completed to be considered by the Village. A \$300.00 fee (non-refundable) must accompany this application.**

**Section I**

Name of Business: Face to Face

Fox Point Business Address: 8585 N Port Washington Rd  
Fox Point, WI 53217

Local Telephone Number: 414-352-1722 / 414-334-1121

Email Address: Iwonaspa.ff@gmail.com

Contact Person: Iwona Pawelec

Name of Former Tenant (if known): \_\_\_\_\_

**Section II: If the business is a corporation, please complete the following section. If not, skip to the next section.**

Legal name of the Corporation: \_\_\_\_\_

Address of the Corporate Headquarters: \_\_\_\_\_

Telephone Number of Corporate Headquarters: \_\_\_\_\_

Email Address for Corporate Headquarters: \_\_\_\_\_

Names and addresses of all Corporate Officers: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Name and address of the Corporate Agent: \_\_\_\_\_

\_\_\_\_\_

**Section III: If the applicant(s) is an individual or partnership, please complete the following section.**

Names, home and business addresses and home and business telephone numbers of all Applicants

Iwona Pawelec, 11031 N. Granville Rd, Mequon  
WI, 53097. 8585 N Port Washington Rd, Fox  
Point, WI 53217. 414-352-1722, 414-334-1121.

Names, addresses and phone numbers of all owners if different from Applicant: Same.

**Section IV: All applicants must complete the remaining section.**

Applicant's specific interest in site: For facial, hair dresser, and  
massage services.

Square footage of site: 1,600

Describe site and attach plan: See directions for the Conditional Use Permit. The site plan must include a layout of the inside of the store. \_\_\_\_\_

Describe in detail the business activity that will take place on site, including products and services:

Hair dresser, Facial, and massage services  
will be provided.

Describe all owned fixtures, furniture, and equipment to be used on site: There will  
hair dresser stations (3) including a mirror,  
chair, and surface, etc. There will also be facial  
and massage beds.

Describe all leased fixtures, furniture, and equipment to be used on site: \_\_\_\_\_

Number of actual or anticipated employees: one

Number of parking spaces to be used by business (employees and customers/clients): Eighteen

Proposed days and hours of operation: Tuesday - Saturday, between  
the hours of 9am - 6pm

Describe any alterations planned for the site: Room dividing walls will  
be installed.

If there are alterations, what is the estimated cost of the renovation? \$15,000

Person responsible for obtaining a building permit (if required):

Inona Pawelec

Proposed date of occupancy: August 1st, 2019

Inona Pawelec

Business Owner - Signature

5-13-19

Date

INONA PAWELEC

Business Owner - PRINTED Name

TO BE COMPLETED BY THE VILLAGE OF FOX POINT

Has sufficient site plan been submitted? (If not, what is needed?) \_\_\_\_\_

What is the category of proposed use? SCARLE STONE MA 5-20-19

Does the parking meet code requirements? PER 745-18(7) - 5 spots for every 1,000 s.f.  
Figures reflect 2914 s.f., so 15 spots - Appears OK. BUT, Comply w/ADA  
Requirements. STB 05/20/19 [See map/figure attached].

Is there proper exterior lighting? \_\_\_\_\_

↳ Insufficient information to form an opinion. Suggest lighting  
be addressed. STB 05/20/19

Are there any existing code violations? NO MA 5-20-19

Additional Comments? \_\_\_\_\_

Letter of Consent received from owner? \_\_\_\_\_

Comments/Date

Date application/materials received: 5/16/19

Fee Paid: \$300.00 Receipt No. 1.054516

STATE OF WISCONSIN

VILLAGE OF FOX POINT

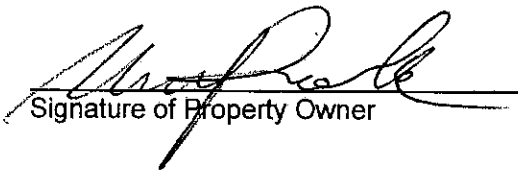
MILWAUKEE COUNTY

### NOTICE

PLEASE BE ADVISED: Chapter 67, Article III of the Village of Fox Point Village Code is attached hereto and incorporated herein. Pursuant to this Ordinance, the Village of Fox Point Village Board has determined that whenever the services of the Village Attorney, Village Engineer, Village Forester or any other of the Village's professional staff (internal or independently contracted) results in a charge to the Village for that professional's time and services and such service is not a service supplied to the Village as a whole, the Village Treasurer shall charge the property owner for the fees incurred by the Village. Also be advised that pursuant to the Village of Fox Point Municipal Code certain other fees, costs and charges are the responsibility of the property owner making application to the Village.

I, the undersigned, have been advised that, pursuant to the Village Fox Point Village Code, if the Village Attorney, Village Engineer, Village Forester or any other Village professional (internal or independently contracted) provides services to the Village as a result of my activities, whether at my request or at the request of the Village, I shall be responsible for the fees incurred by the Village. Also I have been advised that pursuant to the Village of Fox Point Village code certain other fees, costs and charges are my responsibility.

Dated this 16 day of May, 2019.

  
Signature of Property Owner

Mirosław Pawełek  
Name of Property Owner - PRINTED

Mailing Address of Property Owner:

11031 N. Granville Rd  
Mequon WI 53097

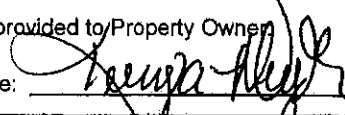
Tax Key No. of Property:

08062 PP

Address of Property:

8585 N. Port Washington Rd

Fox Point, WI 53217

<b>For Village Use Only:</b>	
<input checked="" type="checkbox"/>	Original kept on file with Village Clerk.
<input checked="" type="checkbox"/>	Copy provided to Property Owner
Signature:	

VILLAGE OF FOX POINT  
7200 N. SANTA MONICA BLVD  
FOX POINT WI 53217

414-351-8900

Receipt No: 1.054516

May 16, 2019

Face to Face-8585 N Port Washington CUP

Previous Balance:	.00
LICENSES & PERMITS - CONDITIONAL USE PERMIT	300.00
24-44550 CONDITIONAL USE PERMIT	

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Total:	300.00
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CHECK	Check No: 1508	300.00
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Payor: Face to Face-8585 N Port Washington CU

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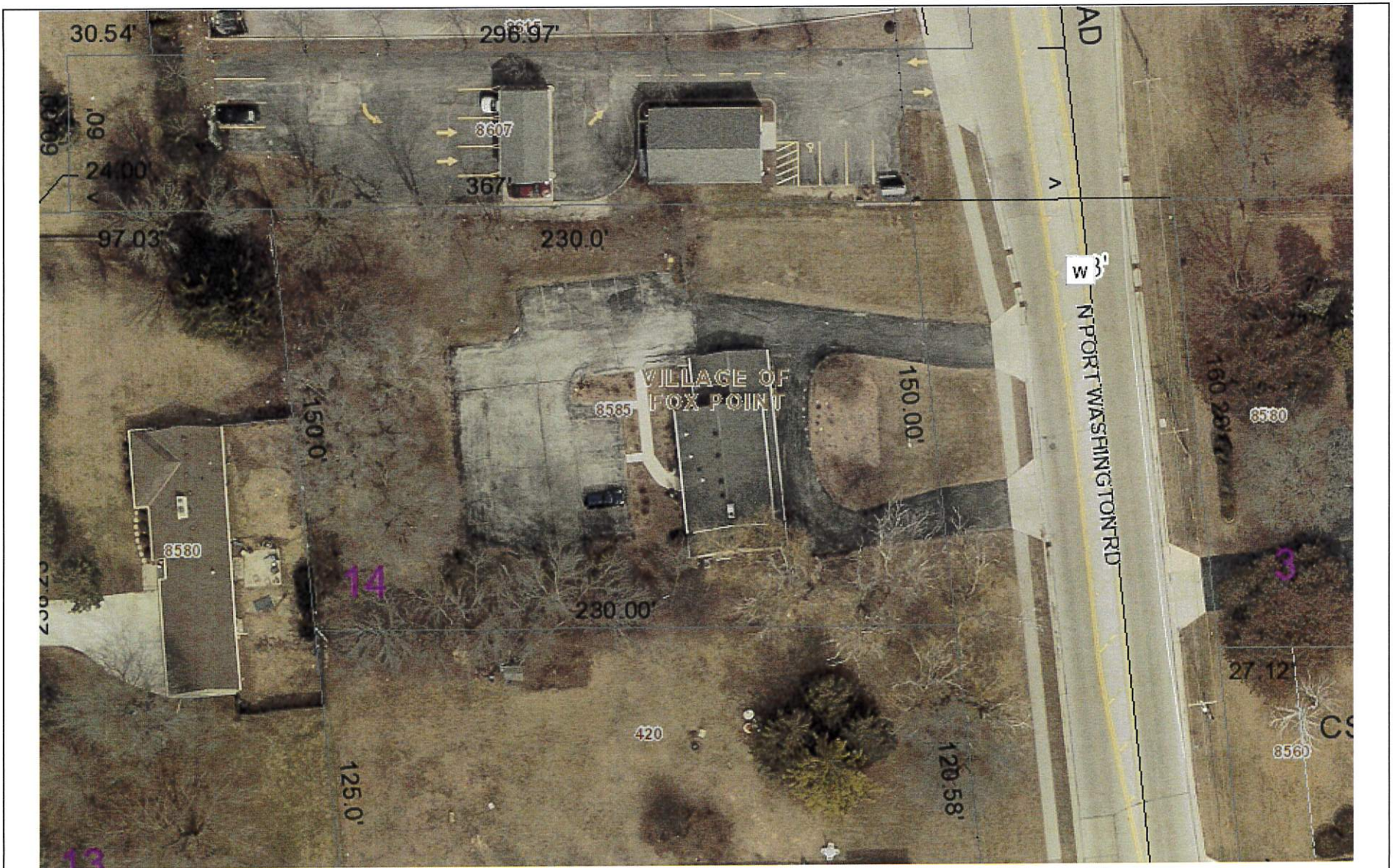
Total Applied:	300.00
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Change Tendered:	.00
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Duplicate Copy

05/16/2019 12:03 PM



**8585 North Port Washington Road**

DISCLAIMER: The Village of Fox Point Does not guarantee the accuracy of the material contained here in and is not responsible for any misuse or misrepresentation of this information or its derivatives.



SCALE: 1" = 50'



**VILLAGE OF FOX POINT**  
 7200 North Santa Monica Boulevard  
 Fox Point, WI 53217  
 (414) 351-8900

Print Date: 5/20/2019

BUILDING CLASSIFICATION:

BUSINESS

GROUP B (BUSINESS) 2015 IBC

CONSTRUCTION CLASSIFICATION:

TYPE 4-B

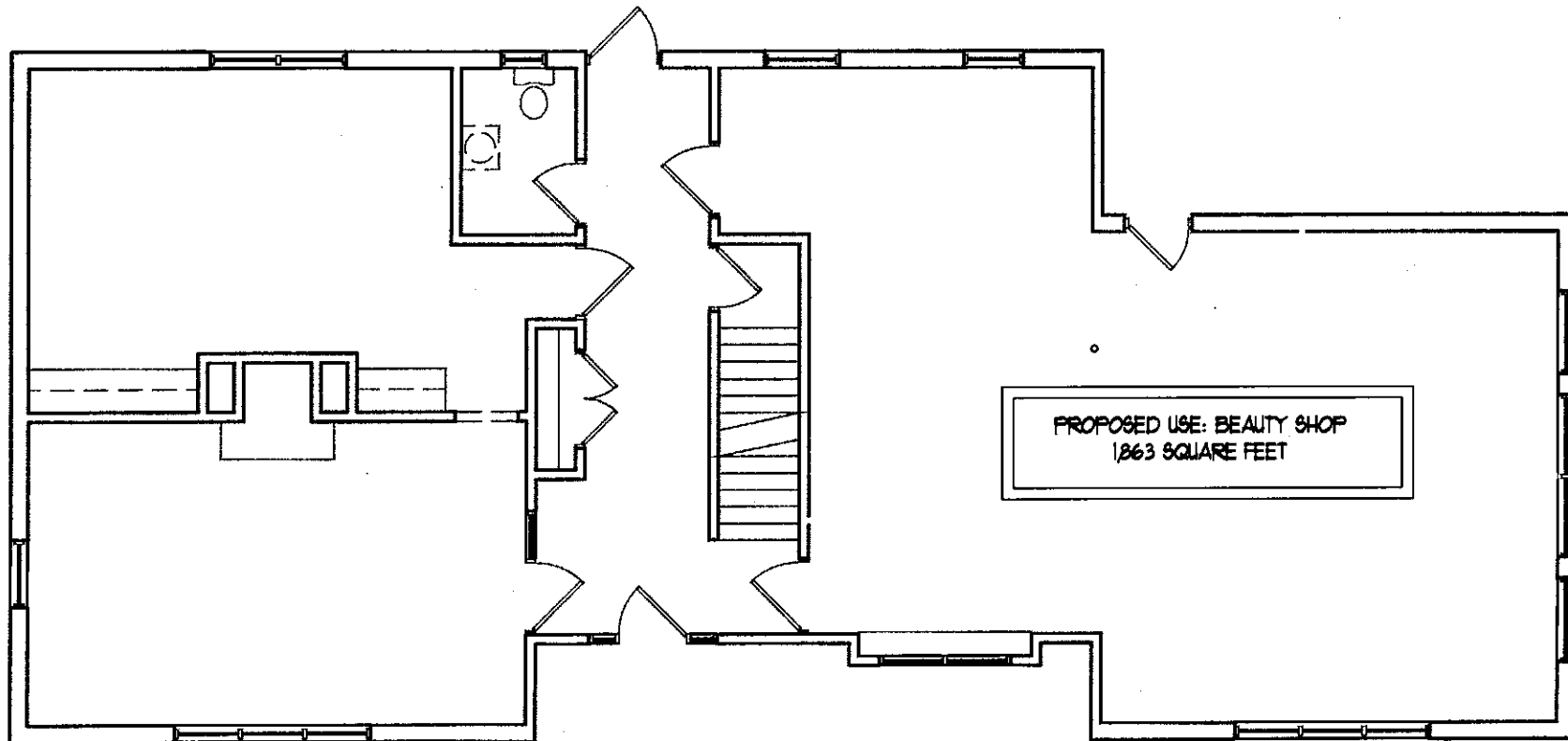
COMBUSTIBLE NON-PROTECTED

BUILDING AREA:

EXISTING 1ST FLOOR 1,863 SF

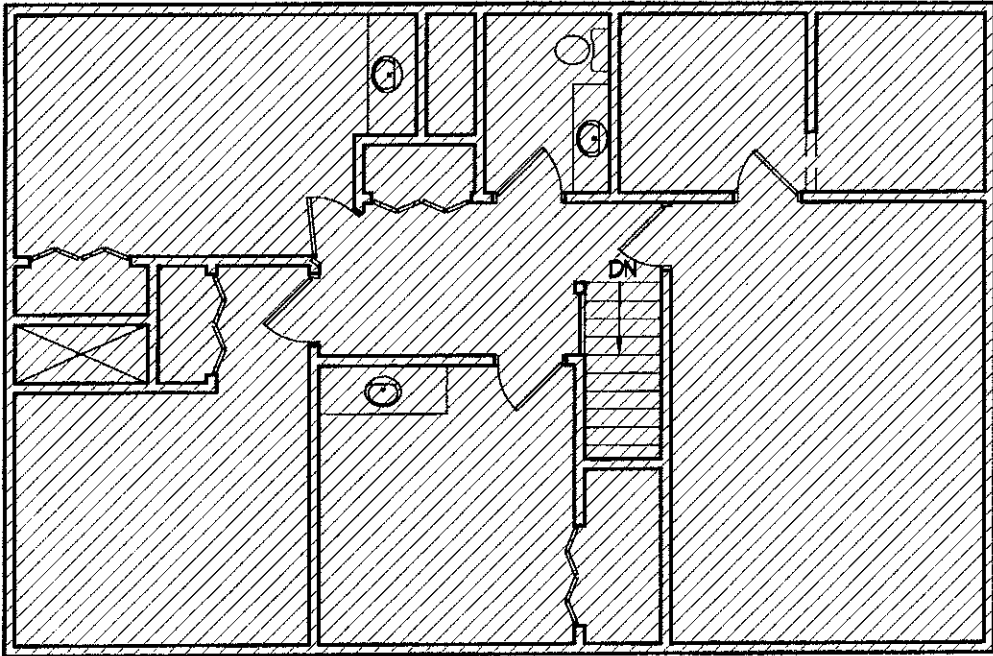
EXISTING 2ND FLOOR 1,051 SF

TOTAL SQUARE FOOT 2,914 SF



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





NOTE:  
EXISTING SECOND FLOOR SHOWN FOR  
REFERENCE ONLY. NO USE CHANGE  
REQUIRED.  
EXISTING USE: BEAUTY SHOP

2 EXISTING 2ND FLOOR  
1/8" = 1'-0" SHOWN FOR REFERENCE ONLY.



**BUILDING CLASSIFICATION:**

BUSINESS GROUP B (BUSINESS) 2015 IBC

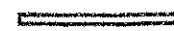
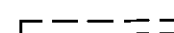




**CONSTRUCTION CLASSIFICATION:**

TYPE 4-B COMBUSTIBLE NON-PROTECTED

**BUILDING AREA:**

EXISTING 1ST FLOOR 1,863 SF  
EXISTING 2ND FLOOR 1,051 SF  
TOTAL SQUARE FOOT 2,914 SF

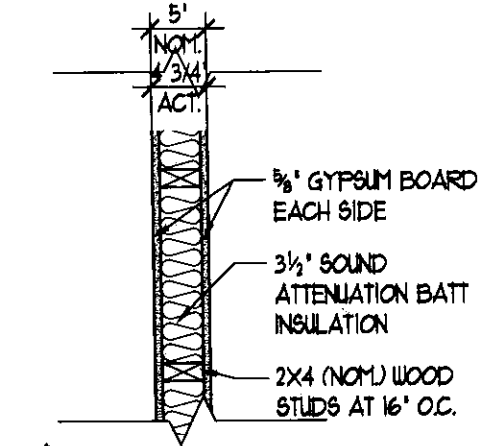
**FLOOR PLAN LEGEND**

-  EXISTING WALL TO REMAIN
-  EXISTING WALL AND ASSOCIATED DEVICES TO BE REMOVED
-  EXISTING DOOR TO REMAIN
-  EXISTING DOOR TO BE REMOVED
-  EXISTING WINDOW TO REMAIN
-  EXISTING WINDOW TO BE REMOVED

**WALL TYPES**

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

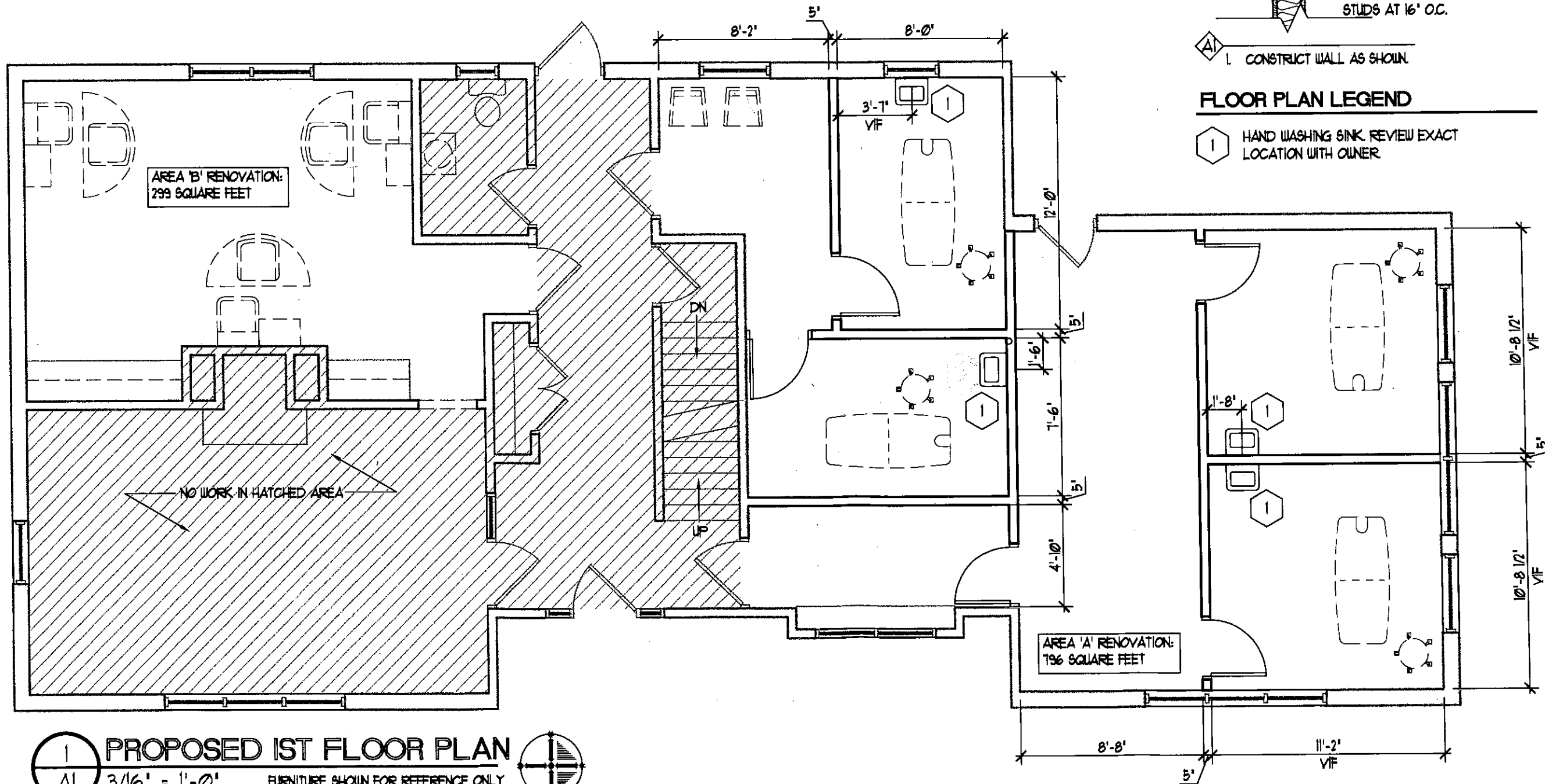
1. ALL INTERIOR WALLS ARE TYPE 'A1' UNLESS NOTED OTHERWISE.



**A1** 1. CONSTRUCT WALL AS SHOWN.

**FLOOR PLAN LEGEND**

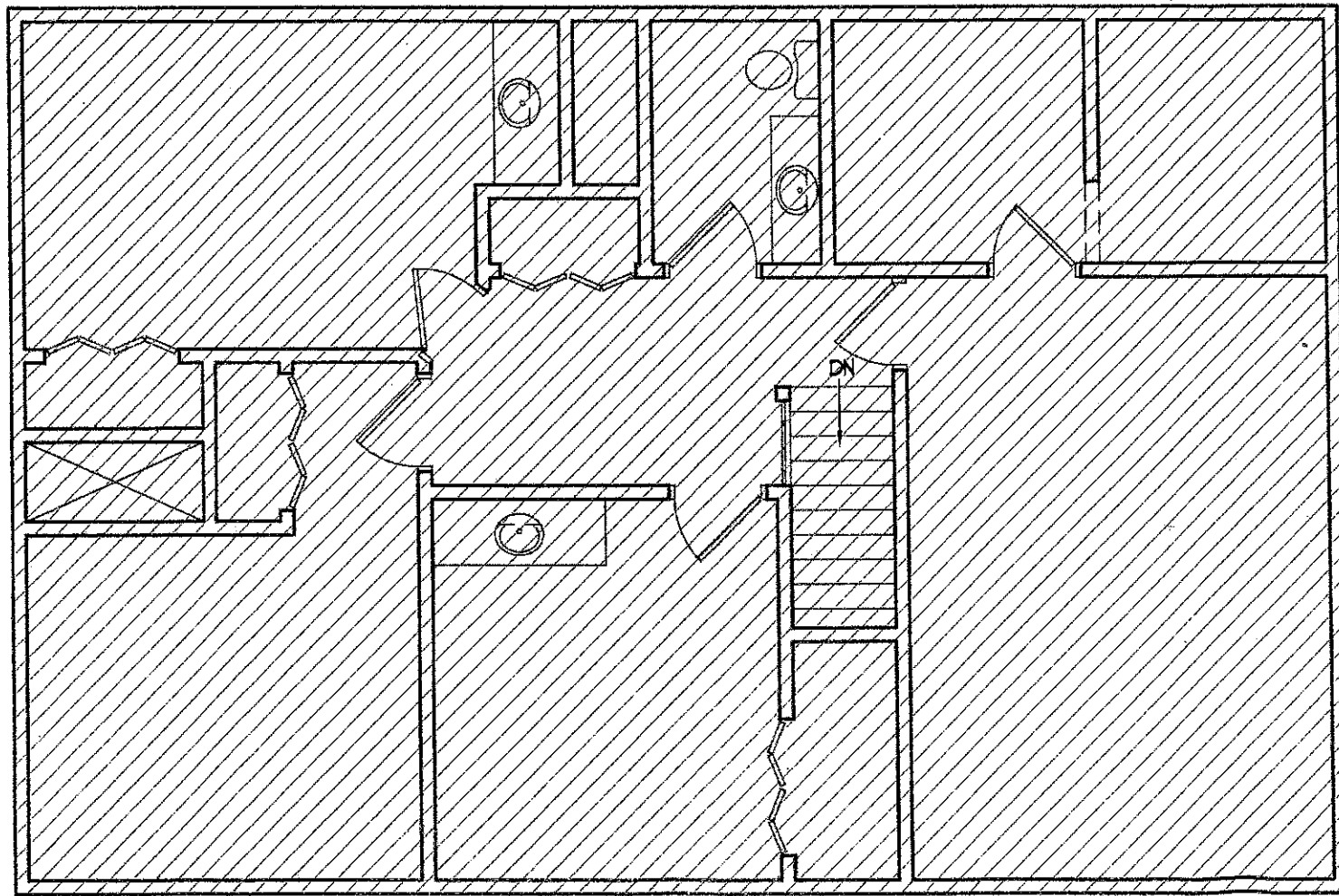
**1** HAND WASHING SINK REVIEW EXACT LOCATION WITH OWNER.



**1** PROPOSED 1ST FLOOR PLAN  
**A1** 3/16" = 1'-0" FURNITURE SHOWN FOR REFERENCE ONLY

1ST FLOOR PLAN  
 8585 N FORT WASHINGTON ROAD  
 FOX POINT, WI 53211

**A1**



1  
A2  
EXISTING 2ND FLOOR  
3/16" = 1'-0"  
NO WORK ON 2ND FLOOR SHOWN FOR REFERENCE ONLY.



EXISTING 2ND FLOOR PLAN

8885 N FORT WASHINGTON ROAD  
FOX POINT, WI 53211

A2

## Conditional Use Order

WHEREAS, an application has been filed by Iwona Pawelec, (hereinafter "Applicant"); d/b/a Face to Face; and

WHEREAS, the Applicant is requesting that a conditional use permit be granted pursuant to the Zoning Ordinance of the Village of Fox Point for land described as 8585 N. Port Washington Rd., Fox Point, Wisconsin, as further described on Exhibit A attached hereto and incorporated herein (hereinafter "Subject Property").

NOW, THEREFORE, the Village of Fox Point Village Board, upon consideration of thoughts expressed by all persons heard at the Village Board meeting in this matter, upon consideration of the recommendation from the Plan Commission, and following all necessary study and investigation, having given the matter due consideration, hereby ORDERS AS FOLLOWS: Commencing upon the date hereof, the Applicant is hereby granted a conditional use permit, subject to initial and continued compliance with each and every one of the following conditions, restrictions and limitations.

1. Use Restricted. Applicant is authorized to provide facial, hair dressing, and massage services to customers at this location, subject to the terms of this Conditional Use Permit. The interior will be renovated at this location as described in the Applicant's application, also subject to the terms of this Conditional Use Permit. The hours of operation shall be limited to 9:00 a.m. until 6:00 p.m. Tuesday through Saturday, unless additional hours are approved in writing by the Village Manager.
2. Presentation Compliance. All of the Applicant's plans, specifications, terms and representations as submitted with the application, or in support thereof, or as represented to the Village Board in the course of the approval process, are specifically incorporated herein and made a part hereof by reference, and the use of the subject property shall be in substantial conformance with the same except as further restricted or modified herein.
3. Not Transferable. This conditional use permit is granted to the Applicant and shall not be transferred or assigned without the Village Board's prior written consent, which may only be granted following the Village Board's receipt of a recommendation from the Plan Commission.
4. Applicant and Owner Agreement. As a condition precedent to the issuance of the conditional use permit, the owner of the Subject Property shall approve the issuance of this conditional use permit upon the terms and conditions described herein in writing, and the Applicant is required to accept the terms and conditions of the same in its entirety in writing.
5. Other Uses Prohibited. Any use not specifically listed as permitted shall be considered to be prohibited except as may be otherwise specifically provided herein. In case of a question as to whether a use is permitted, the question shall be submitted to the Plan Commission for recommendation to the Village Board, and then to the Village Board for determination.
6. No Nuisances, and Compliance with Applicable Laws. No use is hereby authorized unless the use is conducted in a lawful, orderly and peaceful manner. Nothing in this order shall be deemed to authorize any public or private nuisance or to constitute a waiver, exemption or exception to any law, ordinance, order or rule of either the municipal governing body, the County of Milwaukee, the State of Wisconsin, the United States of America or other duly constituted authority, except only to the extent that it authorizes the use of the subject property above described in any specific respects described herein. This order shall not be deemed to constitute a building permit, nor shall this order constitute any other license or permit required by Village ordinance or other law. All persons engaged in massage services, including the Applicant, shall be duly licensed by the State of Wisconsin, pursuant to Chapter 460, Wisconsin Statutes and duly credentialed by the Massage Therapy and Bodywork Therapy Affiliated Credentialing Board pursuant to the Wisconsin Administrative Code Chapter MTBT, and comply with all other applicable Statutory and Administrative Code regulations and approval conditions, at all times. The Applicant shall produce proof of proper licenses and credentials immediately upon request of Village staff.
7. Subject Property Only. This conditional use hereby authorized shall be confined to the Subject Property described, without extension or expansion other than as noted herein.

8. Abandonment. Should the permitted conditional use be abandoned in any manner, or discontinued in use for twelve (12) months, or continued other than in strict conformity with the conditions of the original approval, or should the Applicant be delinquent in payment of any monies due and owing to the Village, or should a change in the character of the surrounding area or the use itself cause it to be no longer compatible with the surrounding area or for similar cause based upon consideration of public health, safety or welfare, the conditional use may be terminated by action of the Village Board following receipt of a recommendation from the Plan Commission and after the Village Board holds a public hearing in the matter.
9. Amendments. Any change, addition, modification, alteration and/or amendment of any aspect of this conditional use, including but not limited to an addition, modification, alteration, and/or amendment to the use, premises (including but not limited to any change to the boundary limits of the Subject Property), structures, lands or owners, other than as specifically authorized herein, shall require a new permit and all procedures in place at the time must be followed.
10. Plan Amendments. Unless this conditional use permit expressly states otherwise, plans that are specifically required by this conditional use order may be amended (a) without separate approval in the limited circumstances described in Section 14.19(11) of the Village Code; or (b) by the Village Board upon receipt of a recommendation from the Plan Commission if the Village Board finds the plan amendment to be minor and consistent with the conditional use permit. Any change in any plan that the Village Board, in its sole discretion, finds to be substantial shall require a new permit, and all procedures in place at the time must be followed.
11. Severability. Should any paragraph or phrase of this conditional use permit be determined by a Court to be unlawful, illegal or unconstitutional, said determination as to the particular phrase or paragraph shall not void the rest of the conditional use and the remainder shall continue in full force and effect.
12. Most Restrictive Applies. If any aspect of this conditional use permit or any aspect of any plan contemplated and approved under this conditional use is in conflict with any other aspect of the conditional use or any aspect of any plan of the conditional use, the more restrictive provision shall be controlling as determined by the Plan Commission.
13. Prior Conditional Use Permits Terminated. Unless stated otherwise herein or in the documents incorporated herein, all conditional use permits previously granted for the Subject Property, if any, shall be automatically terminated without further action of the Village Board immediately following full satisfaction of all conditions precedent to this conditional use order taking effect.
14. Payment of fees. Applicant shall, on demand, reimburse the Village for all costs and expenses of any type that the Village incurs in connection with this conditional use order including the cost of professional services incurred by the Village (including engineering, legal, planning and other consulting fees) for the review and preparation of required documents or attendance at meetings or other related professional services for this application, as well as to enforce the conditions in this conditional use order due to a violation of these conditions.
15. Payment of Taxes and Charges. Any unpaid bills owed to the Village by the Subject Property Owner or his or her tenants, operators or occupants, for reimbursement of professional fees; or for personal property taxes; or for real property taxes; or for licenses, permit fees or any other fees owed to the Village; shall be placed upon the tax roll for the Subject Property if not paid within thirty (30) days of billing by the Village, pursuant to Section 66.0627, Wisconsin Statutes. Such unpaid bills also constitute a breach of the requirements of this conditional use order, that is subject to all remedies available to the Village, including possible cause for termination of the conditional use order.
16. Conditions Shown in Minutes Incorporated. All conditions of approval imposed by duly adopted motion of the Village Board in its consideration of the Applicant's application, as noted in the Minutes of the Village Board meeting at which approval was granted, are specifically incorporated herein by reference.

17. The Applicant is obligated to file with the Village Clerk a current mailing address and current phone number at which the Applicant can be reached, which must be continually updated by the Applicant if such contact information should change, for the duration of this conditional use. If the Applicant fails to maintain such current contact information the Applicant thereby automatically waives notice of any proceedings that may be commenced under this conditional approval, including proceedings to terminate this conditional use.

Let copies of this order be filed in the permanent records of the Village Board for the Village of Fox Point, and let copies be sent to the proper Village of Fox Point authorities and the Applicant and Owner.

Signed this \_\_\_\_ day of \_\_\_\_\_, 2019, *nunc pro tunc* the \_\_\_\_ day of \_\_\_\_\_, 2019.

BY THE FOX POINT VILLAGE BOARD:

\_\_\_\_\_  
Douglas H. Frazer, Village President

Attest:

\_\_\_\_\_  
Kelly A. Meyer, CMC/WCMC, Village Clerk/Treasurer

**APPROVAL**

I hereby approve the issuance of this Conditional Use Permit to the Applicant on the terms and conditions described herein.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2019.

SUBJECT PROPERTY OWNER  
\_\_\_\_\_

By: \_\_\_\_\_  
Authorized Signatory

Title: \_\_\_\_\_

**ACCEPTANCE**

I hereby accept the terms and conditions of this Conditional Use in its entirety.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2019.

APPLICANT:

By: \_\_\_\_\_  
Authorized Signatory

Title: \_\_\_\_\_

## Jeanne O'Brien

---

**From:** Eric Larson <elarson@ammr.net>  
**Sent:** Thursday, May 30, 2019 12:30 PM  
**To:** Jeanne O'Brien  
**Subject:** RE: Lou Malnati Pizzeria

Hi Jeanne,

I just received a call from Sasha, the Marnati's representative. He said they have about 50 locations in other States, but this is their first location in Wisconsin, which is why they are not currently registered with the Wisconsin DFI. I told him, as I told you, that we need to know who we're issuing the permit to, and we need to know that they are properly registered to do business in the State. He understands that the name they showed on their application (Marnat, inc. LLC) is not properly registered with the State DFI, and he also understands that the entity name makes no sense because it cannot be both an "inc." and an "LLC". He plans to address it, he just does not want to incur the time and expense of registering the business with the State until he knows that they will be approved to operate.

This is where we left it: He wants to stay on the Plan Commission agenda, with the hope of getting some feedback from the Plan Commission and allow him to gauge the likelihood of it ultimately being recommended for approval. I told him that I would advise the Plan Commission of this issue and would recommend to the Plan Commission that no action be taken, though they could provide feedback to the applicant; and that I would recommend it be held over to next month. At next month's meeting, the business can report back to the Plan Commission the name of their corporate entity, and can demonstrate that the entity is properly registered with the State of Wisconsin, at which time the conditional use permit can be revised accordingly and the Plan Commission can then make its recommendation to the Board.

Please forward a copy of this correspondence to the members of the Plan Commission so that they are aware of this concern.

If you have any questions or concerns, please do not hesitate to contact me. Thanks.

Eric J. Larson

**Municipal LAW**  
& LITIGATION GROUP

Arenz, Molter, Macy, Riffle, Larson & Bitar  
730 N. Grand Ave.  
Waukesha, WI 53186  
(262) 548-1340  
elarson@ammr.net  
Website: [www.municipallawsc.com](http://www.municipallawsc.com)

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## APPLICATION FOR CONDITIONAL USE PERMIT

**This application must be fully completed to be considered by the Village. A \$300.00 fee (non-refundable) must accompany this application.**

---

### Section I

Name of Business: Lou Malnati's Pizzeria

Fox Point Business Address: 8799 N. Port Washington Rd., Fox Point, WI 53217

Local Telephone Number: TBD

Email Address: smilosavljevich@loumalnatis.com

Contact Person: Sasha Milosavljevich

Name of Former Tenant (if known): Pizzanetto

---

**Section II: If the business is a corporation, please complete the following section. If not, skip to the next section.**

Legal name of the Corporation: Marnat Inc., LLC

Address of the Corporate Headquarters: 3685 Woodhead Drive, Northbrook, IL 60062

Telephone Number of Corporate Headquarters: 847-562-1814

Email Address for Corporate Headquarters: smilosavljevich@loumalnatis.com

Names and addresses of all Corporate Officers: Kori Pierce, Chief of Staff

3685 Woodhead Drive, Northbrook, IL 60062

847-313-4956

---

Name and address of the Corporate Agent: Neal, Gerber & Eisenberg LLP (Josh Klein)

2 N LaSalle St Suite 1700, Chicago, IL 60602      312-269-8000

**Section III: If the applicant(s) is an individual or partnership, please complete the following section.**

Names, home and business addresses and home and business telephone numbers of all Applicants

N/A

Names, addresses and phone numbers of all owners if different from Applicant: N/A

**Section IV: All applicants must complete the remaining section.**

Applicant's specific interest in site: Good location for a takeout and delivery pizzeria.

Square footage of site: Approximately 2,100 SF

Describe site and attach plan: See directions for the Conditional Use Permit. The site plan must include a layout of the inside of the store. The proposed project is a Lou Malnati's carry-out only store in the former Pizzanetto space in the RiverPoint Village Shopping Center.

Describe in detail the business activity that will take place on site, including products and services:

A pizza carry-out store that will have sale of food and non-alcoholic beverage related items from their menu

(See attached for menu)

Describe all owned fixtures, furniture, and equipment to be used on site: \_\_\_\_\_

All fixtures, furniture, and equipment shown in floor plan will be owned  
\_\_\_\_\_  
\_\_\_\_\_

Describe all leased fixtures, furniture, and equipment to be used on site: N/A  
\_\_\_\_\_  
\_\_\_\_\_

Number of actual or anticipated employees: 9

Number of parking spaces to be used by business (employees and customers/clients): 5-10  
\_\_\_\_\_

Proposed days and hours of operation: Mon-Thurs 4pm-10pm, Fri-Sat 11am-11pm, Sun 11am-9pm  
\_\_\_\_\_

Describe any alterations planned for the site: \_\_\_\_\_

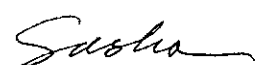
An interior tenant build-out for a pizza carry-out that includes kitchen and carry-out areas (no seating)  
\_\_\_\_\_  
\_\_\_\_\_

If there are alterations, what is the estimated cost of the renovation? \$250,000

Person responsible for obtaining a building permit (if required):

Marnat Inc., LLC

Proposed date of occupancy: October 2019

  
\_\_\_\_\_  
Business Owner – Signature

05/22/2019  
\_\_\_\_\_  
Date

Marnat Inc., LLC  
\_\_\_\_\_  
Business Owner – PRINTED Name

TO BE COMPLETED BY THE VILLAGE OF FOX POINT

Has sufficient site plan been submitted? (If not, what is needed?) \_\_\_\_\_

What is the category of proposed use? CARRY OUT RESTAURANT MA 5-25-19

Does the parking meet code requirements? Part of an existing facility where the requirements have

Is there proper exterior lighting? already been addressed STB 05/28/19

Are there any existing code violations? NONE MA 5-28-19

Additional Comments? \_\_\_\_\_

Letter of Consent received from owner? \_\_\_\_\_

Comments/Date

Date application/materials received: via em 5/22/19

Fee Paid: \$300.00 Receipt No. 1.054520

**NOTICE**

PLEASE BE ADVISED: Chapter 67, Article III of the Village of Fox Point Village Code is attached hereto and incorporated herein. Pursuant to this Ordinance, the Village of Fox Point Village Board has determined that whenever the services of the Village Attorney, Village Engineer, Village Forester or any other of the Village's professional staff (internal or independently contracted) results in a charge to the Village for that professional's time and services and such service is not a service supplied to the Village as a whole, the Village Treasurer shall charge the property owner for the fees incurred by the Village. Also be advised that pursuant to the Village of Fox Point Municipal Code certain other fees, costs and charges are the responsibility of the property owner making application to the Village.

I, the undersigned, have been advised that, pursuant to the Village Fox Point Village Code, if the Village Attorney, Village Engineer, Village Forester or any other Village professional (internal or independently contracted) provides services to the Village as a result of my activities, whether at my request or at the request of the Village, I shall be responsible for the fees incurred by the Village. Also I have been advised that pursuant to the Village of Fox Point Village code certain other fees, costs and charges are my responsibility.

Dated this 22nd day of May, 2019.

Sasha  
Signature of ~~Property Owner~~  
Tenant

Marnat Inc., LLC  
Name of Property ~~Owner~~ PRINTED  
Tenant

Mailing Address of Property Owner: 3685 Woodhead Drive  
Northbrook, IL 60062

Tax Key No. of Property: 053-8989-001

Address of Property: 8799 N. Port Washington Road  
Fox Point, WI 53217

**For Village Use Only:**  
 Original kept on file with Village Clerk.  
 Copy provided to Property Owner.  
Signature: Jeanne O'Brien

# Midland Management, LLC

555 W. Brown Deer Road, Suite 220, Milwaukee, Wisconsin 53217

May 21, 2019

Village Plan Commission  
Village of Fox Point  
7200 N. Santa Monica Boulevard  
Fox Point, WI 53217

Plan Commission Members:


This letter is in support of a new tenant intending to lease space at the Riverpoint Village Shopping Center, 8629-8799 N. Port Washington Road, Fox Point.

The new tenant lease will be under the name Lou Malnatis Pizzeria. They will occupy approximately 2,074 square feet of space at a location previously occupied by the Pizzanetto store. The space is located at 8799 N. Port Washington Road, at the extreme northwest corner of the Shopping Center.

Lou Malnatis will operate a delivery and takeout pizza restaurant at the subject location.

If there should be any questions pertaining to this matter, please don't hesitate to contact our office at 262-643-4430. Thank you.

Sincerely,



Sheila S. Sanders  
Midland Management, LLC  
Managing Agent to North Shore Centers Partners

VILLAGE OF FOX POINT  
7200 N. SANTA MONICA BLVD  
FOX POINT WI 53217

414-351-8900

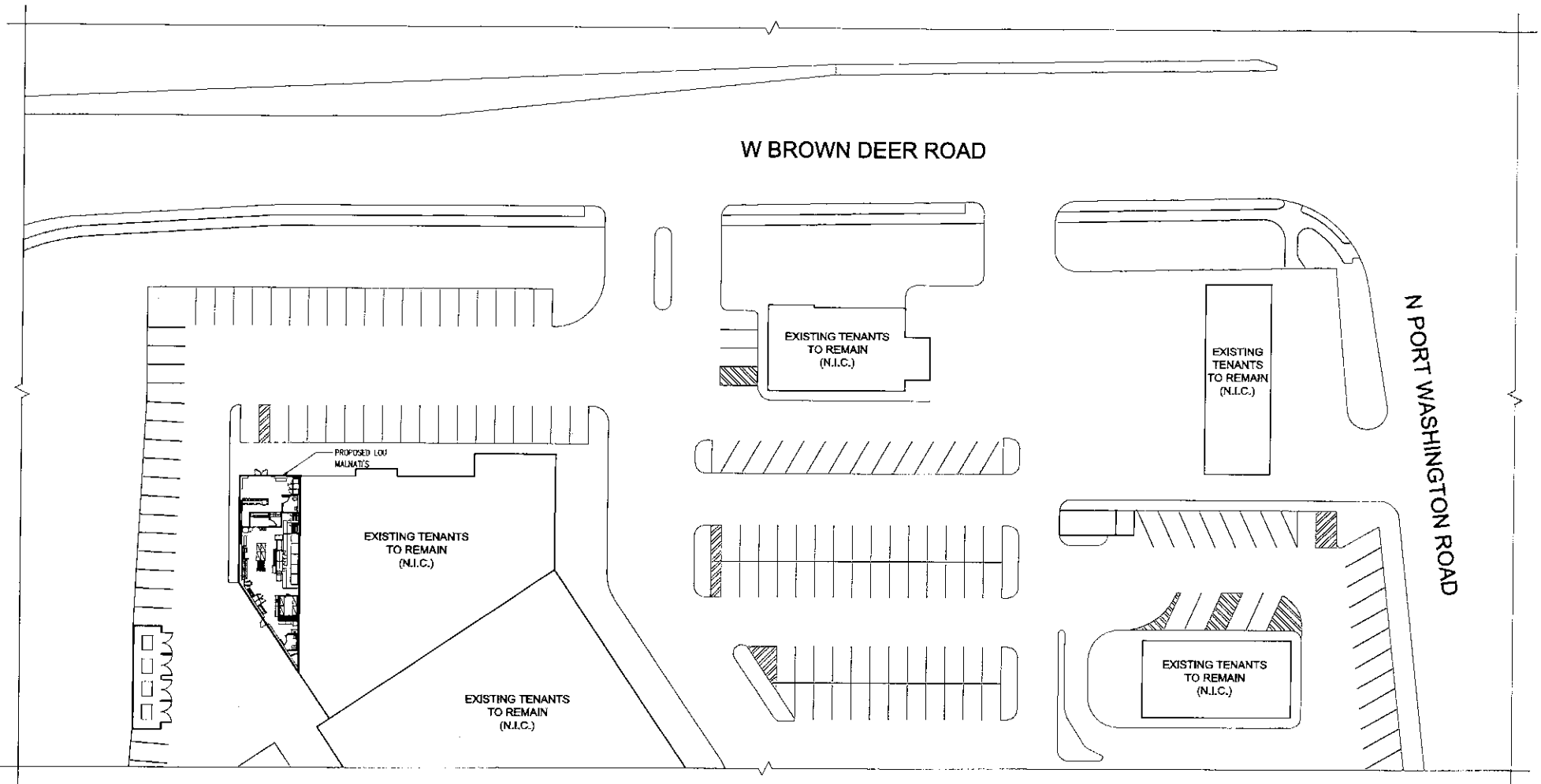
Receipt No: 1.054520

May 28, 2019

CUP Studio 222 Arch for Malnatis Pizzeria

Previous Balance:	.00
LICENSES & PERMITS - CONDITIONAL USE PERMIT	300.00
24-44550 CONDITIONAL USE PERMIT	
<hr/>	
Total:	300.00
<hr/>	
CHECK	300.00
Check No: 5162	
Payor: CUP Studio 222 Arch for Malnatis Pizzeria	
Total Applied:	300.00
<hr/>	
Change Tendered:	.00
<hr/>	

05/28/2019 4:01 PM



1 SITE PLAN  
 1.0 SCALE: 1" = 70'-0"



LOU MALNATI'S - CARRYOUT  
 8799 N. PORT WASHINGTON ROAD, FOX POINT, WI

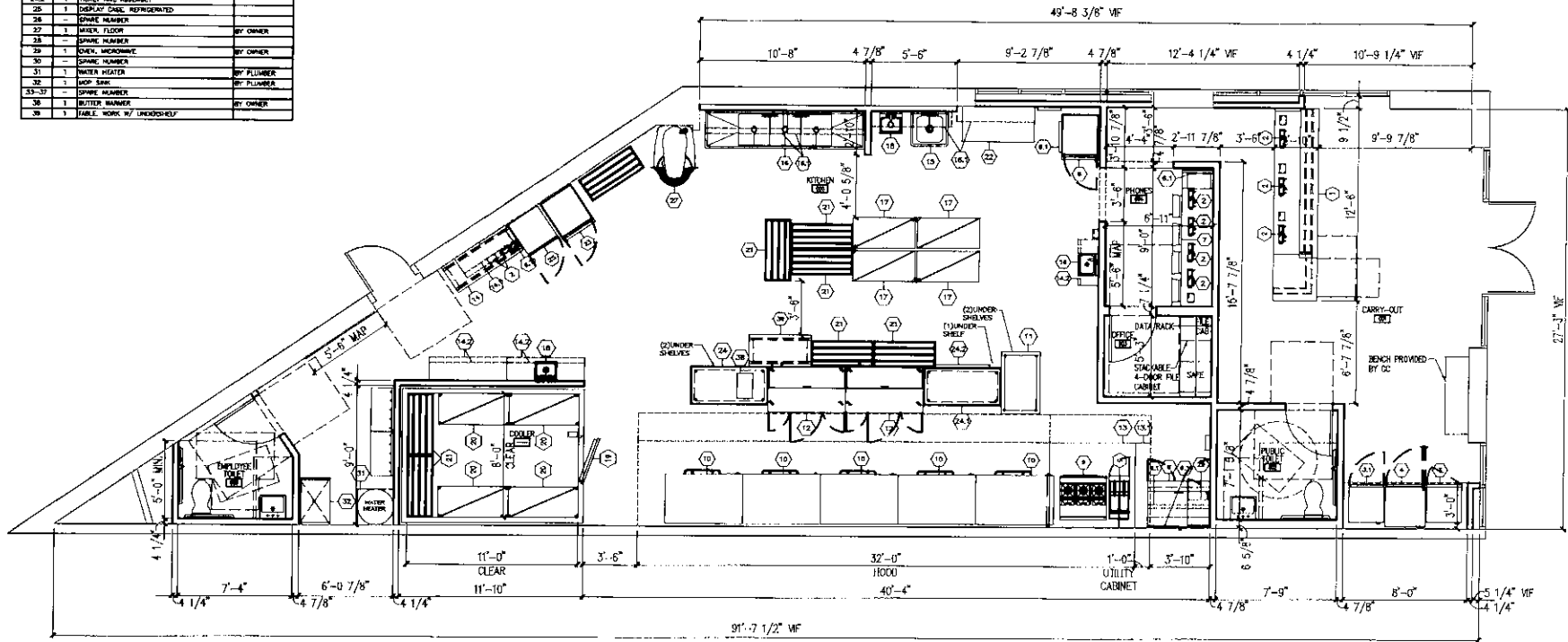


1.0

PROJECT NUMBER: 19025

05.22.2019

EQUIPMENT LIST			
TOOL	QTY	DESCRIPTION	REMARKS
1	4	BAKSE COUNTER	BY OWNER
2	8	P.O.S.	BY OWNER
3	1	DISPLAY CASE, REFRIGERATED	
3.1	1	TOAST COOLER	BY OWNER
4	1	MICROWAVE FREEZER	
5	1	PIPER, GAS	
6	1	CABINET, MOBILE, HOLDING, INSULATED	
6.1	4	CHEEK HOLDER	
7	1	TELEPHONE COUNTER	BY OWNER
8	1	REFRIGERATOR, SHOWCASE/SALAD PREP	
8.1	2	SHELF, WALL MOUNT	
9	1	RANCE, RESTAURANT, GAS	
10	5	OVEN, DECK, GAS	BY OWNER
11	1	TABLE, WORK W/ UNDERSHELF	
12	2	REFRIGERATOR, PIZZA PREP	
13	1	EXHAUST HOOD	BY OWNER
13.1	1	SMALL SYSTEM	BY OWNER
14	1	TABLE, WORK W/ UNDERSHELF	
14.1	2	SHELF, WALL MOUNT	
14.2	2	SHELF, WALL MOUNT	
15	1	SINK, 1 COMPARTMENT W/ FAUCET	
16	1	SINK, 3 COMPARTMENTS W/ (2) FAUCETS	
16.1	1	LOT, SHELVING, WMC	
17	4	STORAGE SHELVING	
18	3	CHEK, WIND, WALL MOUNT	
19	1	WALK-IN COOLER	
20	4	WALK-IN SHELVING	
21	8	BACK DUNNAGE	
22	1	CHEST FREEZER	
23	1	CABINET, MOBILE, HOLDING/PROOFING	
24	1	TABLE, WORK W/ UNDERSHELF	
24.1	1	TABLE, WORK W/ UNDERSHELF	
24.2	1	TICKET WALL ASSEMBLY	
25	1	DISPENSER, CASH, REFRIGERATED	
26	1	OWNER NUMBER	
27	1	WATER FLOOR	BY OWNER
28	1	SPARE NUMBER	
29	1	OVEN, MICROWAVE	BY OWNER
30	1	OWNER NUMBER	
31	1	WATER HEATER	BY PLUMBER
32	1	SHOP SINK	BY PLUMBER
33-37	5	OWNER NUMBER	
38	1	WATER NUMBER	BY OWNER
39	1	TABLE, WORK W/ UNDERSHELF	



1 FIT PLAN  
2.0 SCALE: 3/32" = 1'-0"



LOU MALNATI'S - CARRYOUT  
8799 N. PORT WASHINGTON ROAD, FOX POINT, WI



2.0



## What's on the Menu

To view our menu, choose your location from the options below.

View a Location Menu:

Glenview (Carryout & Delivery Only)

We're famous for our legendary Chicago-style pizza, but we've got much more if you're in the mood for something else. Nutrition and allergy information are available for calorie counters and individuals with dietary restrictions.

### ONLINE ORDERING AVAILABLE AT ALL LOCATIONS!

Order Online →

### ORDERING FOR A LARGER GROUP?

Place a catering order online!

Order Catering →

### QUESTIONS?

Our Customer Care Team is available to assist you by phone with all of your catering needs!

Give us a call at (847) 562-1918

### Our Office Hours:

Mon-Thu: 8am-7pm CT  
 Fri: 8am-6:30pm CT  
 Sat: 10am-3pm CT

### Lou Malnati's Glenview - Now Open! (Carryout & Delivery Only)

Order Online | (847) 278-4600 | Locations Details

Carryout Menu Catering Menu

- Jump to:
- Deep Dish Pizza
- Thin Crust Pizza
- Extra Ingredients
- Appetizers
- Salads
- Pasta, Sandwiches & Soups/Wich
- Desserts
- Beverages
- Take Lou's Home

Specialties of the House **Low Carb** Options **GF** Gluten Free Options



## WORLD FAMOUS CHICAGO-STYLE DEEP DISH PIZZA

### Cheese Deep Dish (nutrition)

- Personal (serves 1) \$7.95
- Small (serves 2) \$11.95
- Medium (serves 3) \$15.95
- Large (serves 4) \$19.95

### The Malnati Chicago Classic™ (nutrition)

Made with Lou's lean sausage, some extra cheese and vine-spiced tomato sauce on Buttercrust™ it's authentic Chicago!

- Personal (serves 1) \$9.25
- Small (serves 2) \$14.95
- Medium (serves 3) \$19.95
- Large (serves 4) \$23.75

### The "Lou" (nutrition)

A pizza so good we gave it his name! Spinach ric, mushrooms and sliced roma tomatoes covered with blend of mozzarella, tomato and cheddar cheese on garlic Buttercrust™. No substitutions please.

- Personal (serves 1) \$10.35
- Small (serves 2) \$16.35
- Medium (serves 3) \$20.65
- Large (serves 4) \$25.55

### (GF) The "Crustless" Pizza (nutrition)

Perfect for those on a gluten-free or low-carb diet, our "Crustless" pizza is made with Lou's lean sausage as the base, and then topped with mozzarella cheese and vine-spiced tomato sauce.

- Personal (serves 1) \$9.35
- Small (serves 2) \$15.25
- Medium (serves 3) \$19.95
- Large (serves 4) \$24.45

## THIN CRUST PIZZA

### Cheese Thin Crust (nutrition)

- Small (serves 1) \$8.45
- Medium (serves 2-3) \$11.95
- Large (serves 3-4) \$14.95
- Extra Large (serves 4-5) \$17.95

### (GF) Small Gluten-Free Thin Crust Pizza (nutrition)

Lou's gluten-free crust pizzas are prepared in a sterile environment, but are finished in our kitchen where wheat and wheat products are present.

- Small (serves 1) \$10.15

## EXTRA INGREDIENTS

Prices are per topping. Full price charged for 1/2 portions.

### Topping Choices

Sausage, pepperoni, mushrooms, onions, jalapeños, green peppers, black olives, basil, sliced roma tomatoes, extra cheese, garlic, hot parmesan, anchovies, extra tomato sauce or fresh spinach mix (enhanced with garlic, basil & onion). Low-carb cheese available upon request.

### Deep Dish

- Personal \$1.00
- Small \$1.95
- Medium \$2.25
- Large \$2.50

### Thin Crust

- Small \$1.15
- Medium \$2.00
- Large \$2.25
- Extra Large \$2.65

### Buttercrust™

Add Malnati's World Famous butter crust! Try it, you'll love Lou like it! \$2.75

## APPETIZERS

### Lou's Bruschetta (nutrition)

Roma tomatoes, fresh basil, olive oil and shaved parmesan on garlic rounds. \$6.95



**Chicken Wings - Traditional or Boneless (optional)**

Your choice of two varieties served with celery and gorgonzola or ranch dressing. \$3.25 | Large \$9.25

- Buffalo Wings with a little kick
- Bar-B-Lou Wings with honey BBQ sauce

**Three-Cheese Bread (optional)**

Gluten French bread with three cheeses, a touch of garlic and dipping sauce. \$6.45

**Garlic Bread (optional)**

Served with marinara sauce. \$4.65

**SALADS**

All feature salads feed two to three people. Family-sized salads are for four to five people.



**(97) Melanoid Salad (optional)**

Romaine lettuce, tomatoes, black olives, mushrooms, salami bits and gorgonzola cheese with our Sweet Vinaigrette and romano cheese. \$8.95 | Family size \$19.55

**(97) Caesar Salad (optional)**

Romaine lettuce, tomatoes and shaved parmesan with Caesar dressing and croutons. \$6.75 | Family size \$12.95

**(97) House Salad (optional)**

Iceberg and Romaine lettuce, red cabbage, carrots, roma tomatoes, cucumbers, red onions and croutons. Individual \$6.55 | Family size \$11.25  
A gluten-free option when served without croutons.

Housemade Salad Dressings: House Red Wine Vinaigrette, Thousand Island, Creamy Lemon Garlic, Gorgonzola, and Reduced-Calorie Ranch.

**PASTA DINNERS & SANDWICH**

All pasta dinners come with garlic bread. Sauces are housemade from scratch - daily!



**Penne alla Marinara (optional)**

Cream and romano cheese folded into our meat sauce. Also available topped with baked mozzarella at no extra charge. \$8.75

**Lasagne (optional)**

Layers of spinach and three cheeses topped with our meat or marinara sauce. \$12.75

**Spaghetti or Penne (optional)**

Meat or marinara sauce. \$8.95



**Cheese Ravioli (optional)**

Served with your choice of meat or marinara sauce. \$8.45

**Beef Sandwich (optional)**

Tender beef smothered with melted mozzarella. Comes with potato chips. Add sweet peppers or hot giardiniera. \$8.75

**DESSERTS**

**Lou's Italian Ice**

Available in assorted "seasonal" flavors. \$3.95/6oz

**NEW Tiramisu (optional)**

Ladyfinger cookies soaked in espresso, layered with mascarpone cheese and topped with cocoa powder. Serves 1-2. \$6.75

**BEVERAGES**

**Coke-Cola Products**

Coke, Diet Coke, Sprite, & Bang's Root Beer

- Cans: \$1.25
- 6-packs: \$4.95
- 20 oz. bottles: \$2.05

**Dessert**

Bottled water: \$2.00

**TAKE LOU'S HOME**

**Frozen Lou Malnati's Pizza**

9" frozen pizzas always available in the freezer. Starting at \$11.95

**GET PIZZA EMAILS!**

We'll keep you in the loop on the latest news, events, openings, and all things delicious! Did someone say 'birthday surprise' too?

Sign Me Up! →

**EARN FREE PIZZA!**

Download the FREE Lou Malnati's app and start earning points on your pizza orders today! Full Details >



- Order Online
- Find Your Location
- Catering Services
- Book an Event
- Baking & Reheating
- Nutritional Info

- About Lou's
- Blog
- Careers
- Community
- Gift Cards & Balances
- Contact

**Ship Lou's Nationwide**

Tastes of Chicago delivers all of Chicago's favorite foods nationwide.

Ship a Pizza >



**Work for Lou's**

Named one of the Top Workplaces in Chicago for the past nine years!

View Open Positions >

## Conditional Use Order

WHEREAS, an application has been filed by Marnat Inc., LLC., (hereinafter "Applicant"); and

WHEREAS, the Applicant is requesting that a conditional use permit be granted pursuant to the Zoning Ordinance of the Village of Fox Point for land described as 8799 N. Port Washington Rd., Fox Point, Wisconsin, as further described on Exhibit A attached hereto and incorporated herein (hereinafter "Subject Property").

NOW, THEREFORE, the Village of Fox Point Village Board, upon consideration of thoughts expressed by all persons heard at the Village Board meeting in this matter, upon consideration of the recommendation from the Plan Commission, and following all necessary study and investigation, having given the matter due consideration, hereby ORDERS AS FOLLOWS: Commencing upon the date hereof, the Applicant is hereby granted a conditional use permit, subject to initial and continued compliance with each and every one of the following conditions, restrictions and limitations.

1. Use Restricted. Lou Malnati's Pizzeria will offer a pizza carry-out store that will have sale of food and non-alcoholic beverage related items for their customers, subject to the terms of this Conditional Use Permit. The interior will be renovated at this location as described in the Applicant's application, subject to the terms of this Conditional Use Permit. The hours of operation shall be limited to Monday through Thursday, 4 p.m. to 10 p.m., Friday and Saturday, 11 a.m. to 11 p.m., and Sunday, 11 a.m. to 9 p.m., with nine employees, unless additional hours are approved in writing by the Village Manager.
2. Presentation Compliance. All of the Applicant's plans, specifications, terms and representations as submitted with the application, or in support thereof, or as represented to the Village Board in the course of the approval process, are specifically incorporated herein and made a part hereof by reference, and the use of the subject property shall be in substantial conformance with the same except as further restricted or modified herein.
3. Not Transferable. This conditional use permit is granted to the Applicant and shall not be transferred or assigned without the Village Board's prior written consent, which may only be granted following the Village Board's receipt of a recommendation from the Plan Commission.
4. Applicant and Owner Agreement. As a condition precedent to the issuance of the conditional use permit, the owner of the Subject Property shall approve the issuance of this conditional use permit upon the terms and conditions described herein in writing, and the Applicant is required to accept the terms and conditions of the same in its entirety in writing.
5. Other Uses Prohibited. Any use not specifically listed as permitted shall be considered to be prohibited except as may be otherwise specifically provided herein. In case of a question as to whether a use is permitted, the question shall be submitted to the Plan Commission for recommendation to the Village Board, and then to the Village Board for determination.
6. No Nuisances, and Compliance with Applicable Laws. No use is hereby authorized unless the use is conducted in a lawful, orderly and peaceful manner. Nothing in this order shall be deemed to authorize any public or private nuisance or to constitute a waiver, exemption or exception to any law, ordinance, order or rule of either the municipal governing body, the County of Milwaukee, the State of Wisconsin, the United States of America or other duly constituted authority, except only to the extent that it authorizes the use of the subject property above described in any specific respects described herein. This order shall not be deemed to constitute a building permit, nor shall this order constitute any other license or permit required by Village ordinance or other law.
7. Subject Property Only. This conditional use hereby authorized shall be confined to the Subject Property described, without extension or expansion other than as noted herein.
8. Abandonment. Should the permitted conditional use be abandoned in any manner, or discontinued in use for twelve (12) months, or continued other than in strict conformity with the conditions of the original approval, or should the Applicant be delinquent in payment of any monies due and owing to the Village, or should a change in the character of the surrounding area or the use itself cause it to be no longer compatible with the surrounding area or for similar cause based upon consideration of public health, safety or welfare, the conditional use may be terminated by action of the Village

Board following receipt of a recommendation from the Plan Commission and after the Village Board holds a public hearing in the matter.

9. Amendments. Any change, addition, modification, alteration and/or amendment of any aspect of this conditional use, including but not limited to an addition, modification, alteration, and/or amendment to the use, premises (including but not limited to any change to the boundary limits of the Subject Property), structures, lands or owners, other than as specifically authorized herein, shall require a new permit and all procedures in place at the time must be followed.
10. Plan Amendments. Unless this conditional use permit expressly states otherwise, plans that are specifically required by this conditional use order may be amended (a) without separate approval in the limited circumstances described in Section 14.19(11) of the Village Code; or (b) by the Village Board upon receipt of a recommendation from the Plan Commission if the Village Board finds the plan amendment to be minor and consistent with the conditional use permit. Any change in any plan that the Village Board, in its sole discretion, finds to be substantial shall require a new permit, and all procedures in place at the time must be followed.
11. Severability. Should any paragraph or phrase of this conditional use permit be determined by a Court to be unlawful, illegal or unconstitutional, said determination as to the particular phrase or paragraph shall not void the rest of the conditional use and the remainder shall continue in full force and effect.
12. Most Restrictive Applies. If any aspect of this conditional use permit or any aspect of any plan contemplated and approved under this conditional use is in conflict with any other aspect of the conditional use or any aspect of any plan of the conditional use, the more restrictive provision shall be controlling as determined by the Plan Commission.
13. Prior Conditional Use Permits Terminated. Unless stated otherwise herein or in the documents incorporated herein, all conditional use permits previously granted for the Subject Property, if any, shall be automatically terminated without further action of the Village Board immediately following full satisfaction of all conditions precedent to this conditional use order taking effect.
14. Payment of fees. Applicant shall, on demand, reimburse the Village for all costs and expenses of any type that the Village incurs in connection with this conditional use order including the cost of professional services incurred by the Village (including engineering, legal, planning and other consulting fees) for the review and preparation of required documents or attendance at meetings or other related professional services for this application, as well as to enforce the conditions in this conditional use order due to a violation of these conditions.
15. Payment of Taxes and Charges. Any unpaid bills owed to the Village by the Subject Property Owner or his or her tenants, operators or occupants, for reimbursement of professional fees; or for personal property taxes; or for real property taxes; or for licenses, permit fees or any other fees owed to the Village; shall be placed upon the tax roll for the Subject Property if not paid within thirty (30) days of billing by the Village, pursuant to Section 66.0627, Wisconsin Statutes. Such unpaid bills also constitute a breach of the requirements of this conditional use order, that is subject to all remedies available to the Village, including possible cause for termination of the conditional use order.
16. Conditions Shown in Minutes Incorporated. All conditions of approval imposed by duly adopted motion of the Village Board in its consideration of the Applicant's application, as noted in the Minutes of the Village Board meeting at which approval was granted, are specifically incorporated herein by reference.
17. The Applicant is obligated to file with the Village Clerk a current mailing address and current phone number at which the Applicant can be reached, which must be continually updated by the Applicant if such contact information should change, for the duration of this conditional use. If the Applicant fails to maintain such current contact information the Applicant thereby automatically waives notice of any proceedings that may be commenced under this conditional approval, including proceedings to terminate this conditional use.

Let copies of this order be filed in the permanent records of the Village Board for the Village of Fox Point, and let copies be sent to the proper Village of Fox Point authorities and the Applicant and Owner.

Signed this \_\_\_\_ day of \_\_\_\_\_, 2019, *nunc pro tunc* the \_\_\_\_ day of \_\_\_\_\_, 2019.

BY THE FOX POINT VILLAGE BOARD:

\_\_\_\_\_  
Douglas H. Frazer, Village President

Attest:

\_\_\_\_\_  
Kelly A. Meyer, CMC/WCMC, Village Clerk/Treasurer

**APPROVAL**

I hereby approve the issuance of this Conditional Use Permit to the Applicant on the terms and conditions described herein.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2019.

SUBJECT PROPERTY OWNER

\_\_\_\_\_

By: \_\_\_\_\_  
Authorized Signatory

Title: \_\_\_\_\_

**ACCEPTANCE**

I hereby accept the terms and conditions of this Conditional Use in its entirety.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2019.

APPLICANT:

By: \_\_\_\_\_  
Authorized Signatory

Title: \_\_\_\_\_